

ATTACHMENT 1

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER 18-C0150	PURCHASING AUTHORITY NUMBER (If Applicable)
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of Pesticide Regulation

CONTRACTOR NAME

Monterey County

2. The term of this Agreement is:

START DATE

June 1, 2019, or upon final approval, whichever occurs later

THROUGH END DATE

April 1, 2021

3. The maximum amount of this Agreement is:

\$12,500.00, Twelve thousand five hundred dollars and zero cents.

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
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Exhibit B	Budget Detail and Payment Provisions	3
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Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Monterey County

CONTRACTOR BUSINESS ADDRESS

1428 Abbott Street

CITY

Salinas

STATE

CA

ZIP

93901

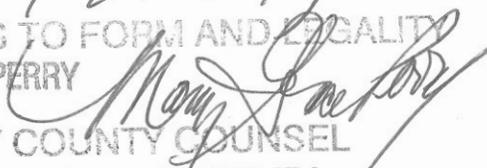
PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

4-24-2019

APPROVED AS TO FORM AND LEGALITY
MARY GRACE PERRY

 DEPUTY COUNTY COUNSEL
 COUNTY OF MONTEREY

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

18-C0150

PURCHASING AUTHORITY NUMBER (If Applicable)

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Pesticide Regulation

CONTRACTING AGENCY ADDRESS

1001 I Street

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Martin Barela

TITLE

Manager

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)
Delegation Letter 74.6

**EXHIBIT A
STANDARD AGREEMENT**

SCOPE OF WORK

1. This Agreement is between the Department of Pesticide Regulation, hereinafter referred to as DPR, and Monterey County, hereinafter referred to as Contractor.
2. This Agreement will commence on the start date June 1, 2019 as presented herein or upon final approval by the State, whichever is later and no work shall begin before that time. This Agreement is of no effect unless approved by the State. Contractor shall not receive payment for work performed prior to the approval of the Agreement and before receipt of the notice to proceed by the Contract Manager. This Agreement shall expire on April 1, 2021. The services will be provided during normal working hours.
3. The Project Representatives during the term of this Agreement will be:

- A. All official communications, except invoices, from the Contractor to DPR, shall be directed to the attention of the DPR Contract Manager, **Edgar Vidrio**, or designee, at:

Department of Pesticide Regulation
Environmental Monitoring Branch, MS 3B
1001 I Street
P.O. Box 4015
Sacramento, CA 95812-4015

Phone (916) 323-2778; Fax (916) 324-4088
Email Address: Edgar.Vidrio@cdpr.ca.gov

- B. All invoices from the Contractor to DPR shall be directed to:

Department of Pesticide Regulation
Attn: Accounts Payable
P.O. Box 4015, MS 4A
Sacramento, CA 95812-4015
Email Address: Accounts_Payable@cdpr.ca.gov

- C. All programmatic and administrative communications, except payments, from DPR to the Contractor shall be directed to the attention of **Heather Healy**, or designee, at:

Heather Healy
Monterey County Agricultural Commissioner's Office
1428 Abbott Street
Salinas, CA 93901

Phone (831) 759-7325; Fax (831) 422-5003
Email address: healyhs@co.monterey.ca.us

- D. All payments from DPR to the Contractor shall be directed to:

**EXHIBIT A
STANDARD AGREEMENT**

Heather Healy
Monterey County Agricultural Commissioner's Office
1428 Abbott Street
Salinas, CA 93901

Phone (831) 759-7325; Fax (831) 422-5003
Email address: healyhs@co.monterey.ca.us

- E. The Project Representatives during the term of this Agreement may be changed by mutual written agreement without the necessity of formal amendment to this Agreement.

4. Background

Over the past several years, DPR has worked with County Agricultural Commissioners (CACs), the United States Environmental Protection Agency (US EPA), pesticide registrants, and tarpaulin manufactures to help protect human health. As part of this collaboration, US EPA and DPR require tarpaulins to meet all label printing requirements and additional specific permeability criteria in order to receive buffer zone credits during fumigations.

DPR will work with CACs to monitor a select number of soil fumigant applications and collect samples of the tarpaulins used during the applications to evaluate for compliance and effectiveness. To gather this information, CACs will conduct additional and enhanced pesticide use enforcement activities for soil applied fumigants. This work is to ensure the protection of human health by monitoring the quality of the manufactured tarps and determine if the 60% credit and calculated buffer zone distance used are correct.

5. Objectives

To evaluate compliance and effectiveness of approved tarpaulins used for field fumigations in California. The information collected will be used in directing future regulatory actions.

6. Contractor's Responsibilities

1. Collect a sample of Totally Impermeable Film (TIF) or "tarps" in the field for testing as detailed in DPR's Standard Operating Procedure FSOT008.00.
 - i. The tarp sample to be collected should be discussed with contract manager or designee and agreed upon prior to collection.
2. Submit collected tarp samples to the lab and in the manner listed in DPR's Standard Operating Procedure FSOT008.00.

**EXHIBIT A
STANDARD AGREEMENT**

3. Obtain copy of the Fumigation Management Plans (FMPs) and corresponding Post Application Summary (PAS), if available, or collect the following data for the application monitored:
 - i. Fumigation method
 - ii. Tarp name
 - iii. Tarp thickness
 - iv. Required buffer zone distance
 - v. Tarp issues after fumigation (such as: holes, rips, ballooning, loss etc.)
 - vi. Date and time (if included) of tarp cutting
 - vii. Odor or other complaint (yes/no)
 - viii. Overlapping buffer zones (yes/ no/ avoided)

4. If laboratory results show that tested tarpaulin does not meet the establish permeability criteria, DPR will notify CAC and CAC staff will then begin investigating the suspected fumigant application.
 - i. CAC staff will collect additional field tarp samples, if available, to confirm test results. If a tarp sample is no longer available in the field, CAC staff will collect a tarp sample from the same lot number belonging to the same grower/applicator. Additional tarpaulin information including sales receipt or invoice, manufacturer details, and locations that tarpaulin was used will also be collected.
 - ii. Additional investigation procedures should be discussed with contract manager or designee and agreed upon prior to conducting, on an as-needed basis.
 - iii. Contractor is to follow with a report to the Contract Manager with investigation information and results following the completion of the investigation

7. DPR's Responsibilities

- A. DPR staff will, as needed, provide guidance and training to CACs staff for proper tarp sample collection per DPR's Standard Operating Procedure FSOT008.00.

- B. DPR will act as a liaison between the Counties submitting the tarp samples to the laboratory for analysis and the laboratory staff, if any issues exist with quality of submitted samples.

**EXHIBIT B
STANDARD AGREEMENT**

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing

- A. In no event shall the Contractor request reimbursement from the State for obligations entered into or for costs incurred prior to the commencement date or after the expiration of this Agreement.
- B. For services satisfactorily rendered and approved by the Contract Manager and upon receipt and approval of the invoices, DPR agrees to compensate Contractor for actual allowable costs incurred as specified herein and in accordance with the rates specified herein or attached hereto. Incomplete or disputed invoices shall be returned to Contractor, unpaid, for correction.
- C. The Contractor shall submit two copies of each invoice and all supporting documentation, not more frequently than monthly or less frequently than quarterly in arrears, to:

Department of Pesticide Regulation
Attn: Accounts Payable
P.O. Box 4015
Sacramento, CA 95812-4015
Accounts_Payable@cdpr.ca.gov

- D. All invoices shall contain the name of the Contractor, the Contractor's address as specified on the first page of this Agreement (Std 213), the Agreement number 18-C0150, the date of the invoice, the Contractor's invoice number, the invoice period, and a description of the services provided.

2. Budget Contingency Clause

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the California State Legislature for the current year and/or any subsequent years covered under this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress or the

**EXHIBIT B
STANDARD AGREEMENT**

- C. California State Legislature, which may affect the provisions, terms or funding of this Agreement in any manner.
- D. If funding for any fiscal year is not appropriated, reduced or deleted by the United States Government or the California State Legislature for purposes of this program, DPR shall have the option to either cancel this Agreement with no liability occurring to DPR, or offer an Agreement Amendment to Contractor to reflect the reduced amount.

3. Payment

- A. Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.
- B. Contractor will be reimbursed for direct costs, other than salary costs, that are identified in the Contractor's rates.
- C. Contractor will bill in arrears for costs incurred during the billing period. If applicable, salary costs will be itemized and billed by position classification. Documentation supporting specific salary costs will be presented if requested by DPR. Non-wage costs will be billed, in summary, according to general expense categories. A detailed report of transactions will support the billing. Individual expenditures exceeding \$500.00 will be supported by a photocopy of the original documentation. Documentation in support of expenditures less than \$500.00 will be presented if requested by DPR.

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4. Rates

Table 1 – Details Budget

Budget Line Item	Rate
1. A sample of Totally Impermeable Film (TIF) for testing as detailed in SOP FSOT008.00 and a corresponding copy of the Fumigation Management Plan (FMP) and Post Application Summary (PAS) or if FMP and PAS are not available, the contractor should submit the following information along with the TIF sample: <ul style="list-style-type: none"> a. Fumigation method b. Tarp name c. Tarp thickness d. Required buffer zone distance e. Tarp issues after fumigation (such as: holes, rips, ballooning, loss etc.) f. Date and time (<i>if included</i>) of tarp cutting g. Odor or other complaint (yes/no) h. Overlapping buffer zones (yes/ no/ avoided) 	\$1,000 each up to 10 tarps
2. Investigations of fumigant application in which tarpaulin did not meet permeability criteria based on laboratory tests.	\$250 per hour up to \$2,500 per investigation
Total Not to Exceed	\$12,500

5. Cost Limitation

- A. The total amount of this Agreement shall not exceed \$12,500.00.
- B. It is understood and agreed that this total is an estimate and that DPR will pay for only those services actually rendered as authorized by the DPR Contract Manager or his/her designee.

**EXHIBIT D
STANDARD AGREEMENT**

SPECIAL TERMS AND CONDITIONS

1. Termination

- A. Either Party reserves the right to terminate this agreement without cause upon 30 days written notice to the other Party, or immediately in the event of a material breach. In the event of termination, Contractor shall be paid for all allowable costs incurred up to the date of termination and upon receipt of the final invoice.
- B. In the event that the total Agreement amount is expended prior to the expiration date, DPR may, at its sole discretion, terminate this Agreement with 30 days notice to contractor.

2. Subcontracting

- A. Contractor shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted unless the subcontract(s) is identified in this Agreement.
- B. Any substitution of subcontractors must be approved in writing by the DPR Contract Manager in advance of assigning work to a substitute subcontractor.

3. Harassment Free Workplace

The Department of Pesticide Regulation (DPR) is committed to providing a safe, secure environment, free from sexual misconduct. It is the policy of the Department that employees have the right to work in an environment that is free from all forms of discrimination, including sexual harassment. This policy specifically speaks to freedom from a sexually harassing act that results in the creation of an intimidating, hostile or offensive work environment or that otherwise interferes with an individual's employment or work performance. As a Contractor with DPR, you and your staff are expected to comply with a standard of conduct that is respectful and courteous to DPR employees and all other persons contacted during the performance of this Agreement. Sexual harassment is unacceptable, will not be tolerated; and may be cause for prohibiting some or all of the Contractor's staff from performing work under this Agreement.

4. Retention of Records/Audits

- A. For the purpose of determining compliance with Public Contract Code Section 10115, *et seq.* and Title 21, California Code of Regulations, Chapter 21, Section 2500 *et seq.*, when applicable, and other matters connected with the performance of the Agreement pursuant to Government Code Section 8546.7, the Contractor, subcontractors and the State shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the

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Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under the Agreement. The State, the State Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the Contractor that are pertinent to the Agreement for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

- B. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this article.

5. State-Owned Data - Integrity and Security

- A. Contractor shall comply with the following requirements to ensure the preservation, security, and integrity of State-owned data on portable computing devices and portable electronic storage media:

1. Encrypt all State-owned data stored on portable computing devices and portable electronic storage media using government-certified Advanced Encryption Standard (AES) cipher algorithm with a 256-bit or 128-bit encryption key to protect DPR data stored on every sector of a hard drive, including temp files, cached data, hibernation files, and even unused disk space.

Data encryption shall use cryptographic technology that has been tested and approved against exacting standards, such as FIPS 140-2 Security Requirements for Cryptographic Modules.

2. Encrypt, as described above, all State-owned data transmitted from one computing device or storage medium to another.
3. Maintain confidentiality of all State-owned data by limiting data sharing to those individuals contracted to provide services on behalf of the State, and limit use of State information assets for State purposes only.
4. Install and maintain current anti-virus software, security patches, and upgrades on all computing devices used during the course of the Agreement.
5. Notify the Contract Manager immediately of any actual or attempted violations of security of State-owned data, including lost or stolen computing devices, files, or portable electronic storage media containing State-owned data.

**EXHIBIT D
STANDARD AGREEMENT**

6. Advise the owner of the State-owned data, the agency Information Security Officer, and the agency Chief Information Officer of vulnerabilities that may present a threat to the security of State-owned data and of specific means of protecting that State-owned data
- B. Contractor shall use the State-owned data only for State purposes under this Agreement.
 - C. Contractor shall not transfer State-owned data to any computing system, mobile device, or desktop computer without first establishing the specifications for information integrity and security as established for the original data file(s) (SAM sec.5320.4).

**EXHIBIT E
STANDARD AGREEMENT**

ADDITIONAL PROVISIONS

1. Ownership of Work Product and Rights

- A. The Contractor agrees that all work performed or furnished under this contract including, but not limited to, digital files, drawings, artwork, illustrations, mechanicals, original photography and videography, logos, original exhibit and display designs, and duplication of audiovisual materials shall become the sole property of the State of California. Upon delivery by the Contractor, DPR shall become the sole owner of all materials or products provided under this agreement and shall be entitled to all rights of ownership including, but not limited to, unlimited use of such materials and products. The Contractor shall provide to DPR all electronic files supporting and final artwork (including fonts) upon completion of the project. The Contractor agrees to relinquish the right to copyright any material supplied or used in the agreement or assert any form of ownership.
- B. Should the Contractor deliver a product encumbered by copyright or claim of ownership, the Contractor shall be considered in breach of the contract; the product deemed unfit for its intended purpose; and the State shall be under no obligation to pay for services rendered or expenses incurred by the Contractor in the performance of this agreement.
- C. For contracts of \$5,000 or more, any document or written report prepared for or under the direction of the DPR, shall include a notation on the inside cover as follows:

"Prepared as part of DPR contract number 18-C0150 pursuant to Government Code section 7550." followed by the words "California Department of Pesticide Regulation."

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California Department of Pesticide Regulation
Environmental Monitoring Branch
1001 I Street, Sacramento CA 95814-2828
P.O. Box 4015, Sacramento CA 95812-4015

SOP Number: FSOT008.00
Previous SOP: NONE
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**STANDARD OPERATING PROCEDURE
Procedure for Collecting Samples of Totally Impermeable Film for Permeability Analysis**

KEY WORDS

Totally Impermeable Film, TIF, Permeability Analysis

APPROVALS

APPROVED BY: _____ Original Signed by: Pam Wofford DATE: 12/22/2016
Environmental Monitoring Branch Environmental Program Manager

APPROVED BY: _____ Original Signed by: Edgar Vidrio DATE: 12/22/2016
Environmental Monitoring Branch Senior Scientist

APPROVED BY: _____ Original Signed by: Chang Sook Lee Peoples DATE: 1/3/2017
Environmental Monitoring Branch Quality Assurance Officer

PREPARED BY: _____ Original Signed by: Kenneth D. King DATE: 12/27/2016
Environmental Monitoring Branch Environmental Scientist

Environmental Monitoring Branch organization and personnel, such as management, senior scientist, quality assurance officer, project leader, etc., are defined and discussed in SOP ADMN002.01.

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STANDARD OPERATING PROCEDURE
Procedure for Collecting Samples of Totally Impermeable Film for Permeability Analysis

1.0 INTRODUCTION

1.1 Purpose

This Standard Operating Procedure provides instructions for the proper collection and packaging for shipping of samples of Totally Impermeable Film (TIF) to ensure viability of samples for laboratory analysis of permeability using static permeability cells.

2.0 MATERIALS NEEDED

2.1 Clean and sharp scissors, one pair

2.2 Bag, one

A sealable polyethylene bag with interior dimensions sufficient to hold a stack of 9" by 12" samples as described below.

2.3 Rigid layer, two

A flat section of clean corrugated cardboard 9" wide and 12" long.

2.4 Shipping package, one

A small box of sufficient size to ship the samples. Interior dimensions of at least 9" by 12" by 1" are needed.

2.5 Original product label (if available), one

2.6 Large rubber bands, two

2.7 Documentation

A document containing a description of the film, name of technician collecting the sample, manufacturer, film properties such as composition of layers (if available), location of field, and the date collected.

2.8 Material to be sampled.

Overall size must be adequate to provide twelve (12) acceptable samples of appropriate size. This will be an absolute minimum of 10' in length and 3' in width.

2.9 Paper, 13 sheets

Flat and clean printer/copier type paper matching the 9" x 12" dimensions of the

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STANDARD OPERATING PROCEDURE
Procedure for Collecting Samples of Totally Impermeable Film for Permeability Analysis

TIF samples to be shipped.

2.10 Bubble wrap, minimum of 12" by 19"

3.0 PROCEDURES

3.1 To preserve sample integrity, only handle the TIF with clean, dry hands. Touching of the samples should be kept to a minimum.

3.2 Lay tarp section to be sampled over a smooth, clean surface to avoid damage. In field conditions, the tarp can be doubled over itself along the ground and samples can be taken from the protected topmost layer created by this doubling over (Figure 1).

3.3 Select a sample of the TIF that meets the following criteria:

3.3.1 Sample meets the minimum 9" by 12" sample size requirement.

3.3.2 Sample will fit flatly into the bag and/or shipping package without any folding or rolling.

3.3.3 Sample is not from the first 4' of the roll, as this may have been damaged during shipping or storage and may not be an accurate representation of film permeability (Figure 1).

3.3.4 Samples will be taken from the 6' of TIF which follow the 4' that were presumed damaged (Figure 1).

3.3.5 Sample is not within a distance from the edges of the roll that is equal to 1/4 of the width of the TIF roll (Figure 2).

3.3.6 Sample is free from defects such as folds, holes, markings, scratches, or wrinkles.

3.3.7 A sample is randomly selected from the acceptable region. Samples should be distributed across the 6' length by overall 1/2 TIF width to achieve a representative collection of samples (Figure 3).

3.4 Use scissors to cut the selected (minimum 9" by 12") sample section from the tarp. Avoid damaging the samples with stretching or tearing while cutting.

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STANDARD OPERATING PROCEDURE

Procedure for Collecting Samples of Totally Impermeable Film for Permeability Analysis

- 3.5 Lay samples flat between sheets of paper as samples are collected.
- 3.6 Continue to add samples to the stack (without folding or rolling); alternate a sheet of paper with a sample. Begin and end the stack with a sheet of paper. (Figure 4).
- 3.7 When 12 samples have been alternated among 13 sheets of paper place a rigid layer both above and below the stack (Figure 5).
- 3.8 Use two large rubber bands aligned down the center of the stack both lengthwise and widthwise to hold the rigid layers, paper, and samples during shipping (Figure 6a).
- 3.9 Lay documentation and original product label, if available, atop the stack (Figure 6b).
- 3.10 Insert the stacked and bound samples into the bag and seal the bag. Do not fold or roll the samples. (Figure 6c).
- 3.11 Wrap the bagged sample stack with bubble wrap in a way that at least each face is protected.
- 3.12 Insert the samples into the shipping package (Figure 6d).
- 3.13 Securely close and seal the shipping package.
- 3.14 Mark the package as fragile.
- 3.15 Ship to this address:

Husein Ajwa
Department of Plant Sciences
University of California – Davis
1636 E. Alisal St.
Salinas, CA 93905

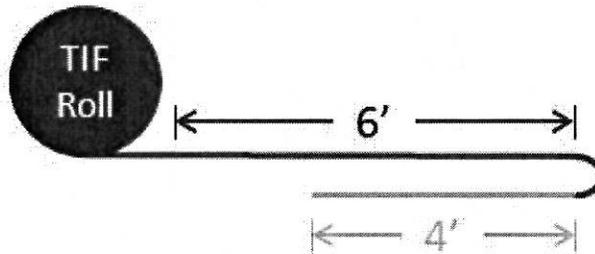
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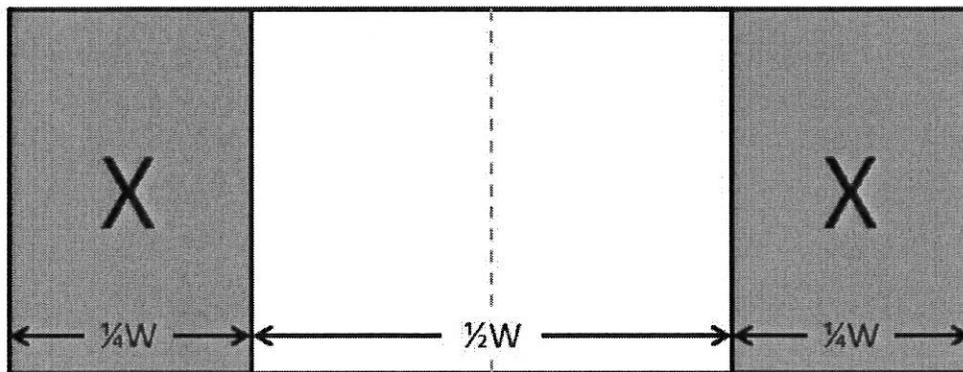
**STANDARD OPERATING PROCEDURE
Procedure for Collecting Samples of Totally Impermeable Film for Permeability Analysis**

4.0 FIGURES



Remove the first 4' of the roll, which may be used to protect the following 6' which will be used for the samples.

Figure 1: Selection of sample from length of roll



Do not select samples from the edge-most $\frac{1}{4}$ of the overall width of the tarp.

Figure 2: Selection of sample from width of roll

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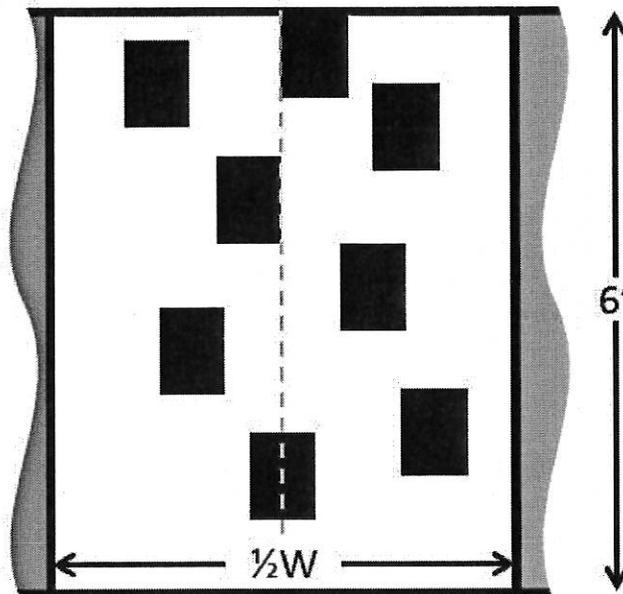


Figure 3: Select appropriately sized sections of sample from random places near the centerline of the roll. *Avoid any damaged areas or areas with defects.*

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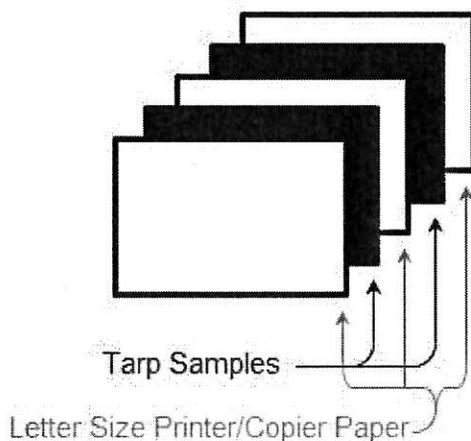


Figure 4: Sandwich the layers of tarp between layers of clean creaseless printer/copier paper.

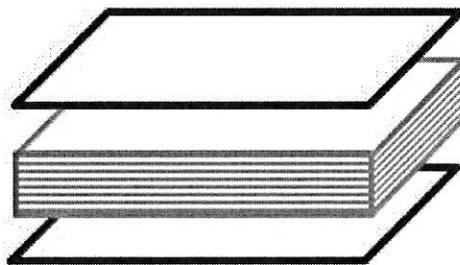


Figure 5: Sandwich the stack of samples between two layers of rigid material such as corrugated cardboard.

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Procedure for Collecting Samples of Totally Impermeable Film for Permeability Analysis**

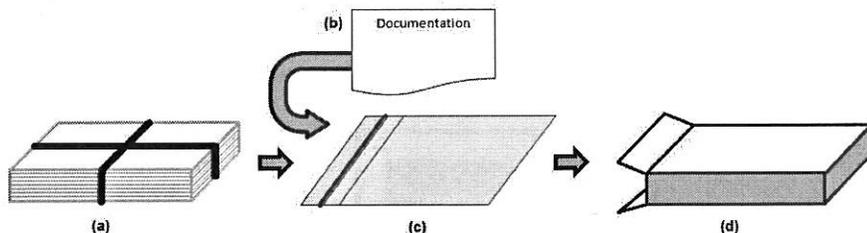


Figure 6:

- a) Gently use two large rubber bands to bind the layers together as shown in black.
- b) Add proper documentation to the stacked samples and separators.
- c) Carefully insert these items into a sealable plastic bag of sufficient size, then seal this bag.
- d) Carefully insert the bagged samples into a shipping package.

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> County of Monterey		<i>Federal ID Number</i> 94-6000524
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i> Henry S. Gonzales, Agricultural Commissioner		
<i>Date Executed</i>	<i>Executed in the County of</i> Monterey	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.