

AGREEMENT NUMBER <b>15-C0112</b>
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

**Department of Pesticide Regulation**

CONTRACTOR'S NAME

**Monterey County**

2. The term of this Agreement is: April 1, 2016 or upon final approval by the State, whichever occurs later, through June 30, 2016

3. The maximum amount of this Agreement is: **\$75,000.00**  
**Seventy-five thousand dollars and seventy-one 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.

<b>Exhibit A</b> – Scope of Work	4 Pages
<b>Exhibit B</b> – Budget Detail and Payment Provisions	2 Pages
<b>Exhibit C*</b> – General Terms and Conditions (GTC 610)	*
<b>Exhibit D</b> - Special Terms and Conditions	2 Pages

Items above 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 <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>*  
 Items shown above with a double Asterisk (\*\*), are hereby incorporated by reference and made part of this agreement as if attached hereto. *These documents can be viewed at [http://www.cdpr.ca.gov/docs/enforce/compend/vol\\_5/cooperative\\_agreement.pdf](http://www.cdpr.ca.gov/docs/enforce/compend/vol_5/cooperative_agreement.pdf)*

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

<b>CONTRACTOR</b>		<i>California Department of General Services Use Only</i>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) <b>Monterey County</b>		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Eric Lauritzen, Agricultural Commissioner</b>		
ADDRESS 1428 Abbott St., Salinas, CA 93901		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME <b>Department of Pesticide Regulation</b>		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Lu Saepanh, Fiscal Services and Business Operations Branch Chief</b>		
ADDRESS 1001 I Street, Sacramento, CA 95814		

Exempt per:  
 Delegation Letter 74.5

**EXHIBIT A**  
**STANDARD AGREEMENT**

**SCOPE OF WORK**

1. This Agreement is entered into by and between the Department of Pesticide Regulation (DPR) and the Monterey County, herein referred to as Contractor.
2. This Agreement will commence on the start date April 1, 2016 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 approval of the Agreement and before receipt of noticed to proceed by the Contract Manager. This Agreement shall expire on June 30, 2016. The services shall 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 DPR Contract Manager, George Farnsworth, at:

Department of Pesticide Regulation  
Pesticide Programs Division, MS 4D  
1001 I Street, P.O. Box 4015  
Sacramento, CA 95812-4015

Phone: (916) 445-3984 Fax: (916) 324-1491  
Email: [George.Farnsworth@cdpr.ca.gov](mailto:George.Farnsworth@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

- C. All programmatic communications from DPR to the Contractor shall be directed to the attention of Monterey County Agricultural Commissioner, or designee at the following address and phone/fax numbers:

Monterey County Agricultural Commissioner  
1428 Abbott St  
Salinas, CA 93901  
Phone: (831) 759-7325 Fax: (831) 759-1290  
E-mail: [roachb@co.monterey.ca.us](mailto:roachb@co.monterey.ca.us) & [nielsenk@co.monterey.ca.us](mailto:nielsenk@co.monterey.ca.us)

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- D. 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 and Purpose

Enhanced regulations for pesticide use around schools are being considered by the California Department of Pesticide Regulation. As discussion has continued about pesticide usage near schools, it has become apparent that school administrators, teachers, parents and community members need more information about farming activities to foster better understanding about those practices. It is also clear that more comprehensive information about existing pesticide laws and regulations in place to protect communities and the environment is needed. Due to the complexities of these regulatory and communication issues, a pilot project presents the best strategy to help develop an effective, ongoing program.

The purpose is to provide resources where parents, teachers, school employees and the community can access information about pesticide use, especially after receiving notification that a pesticide application will be made in proximity to a local school.

It is also valuable to provide for community involvement as we develop tools to assist in sharing information. To that end we, will need a process and implement engagement of interested stakeholders to garner "ownership" rather than mere "buy-in." Stakeholders also include agricultural interests operating in proximity to schools.

This pilot project will provide an information resource for school principals and administrators to help direct questions and concerns from parents and teachers who have been notified about a pending pesticide application; moreover, this can be a community resource.

5. Monterey County Responsibilities

- A. Pilot project schools include Ohlone Elementary, Hall District Elementary, and Pajaro Middle Schools. These schools will be asked to participate in the pilot test with school administrators, teachers and parents being cooperatively involved to provide input and feedback regarding the effectiveness of the website resource and needed improvements. Deliverables include:
- 1) A user-friendly bilingual website where parents, teachers, school employees and the health community can readily access needed information regarding pesticide usage around schools so they can make informed decisions once notification of an application is received.

**EXHIBIT A**  
**STANDARD AGREEMENT**

- 2) A user-friendly bilingual website that principals and school administrators can use to help answer questions and concerns from parents and teachers which will help alleviate an additional time-demand on these already stretched individuals.
  - 3) A vetted process by a review committee (perhaps overlap with community engagement process, 5D below) to ensure the website meets all intended objectives for all audiences.
  - 4) A more informed farming community around the schools involved in the pilot project.
- B. Web site content will include:
- 1) How/why pesticides are used on organic and conventional farms.
  - 2) Photos, videos and descriptions of common organic farming practices on crops grown in proximity to pilot project schools.
  - 3) Pesticide regulatory systems in place to ensure safety for communities and the environment.
  - 4) What to do if you are concerned about pesticide exposure following an application.”
  - 5) Downloadable fact sheets for distribution by school principals and administrators to help address questions and concerns from parents who may not have internet access.
  - 6) Links to additional information.
- C. The project will include outreach to farmers around pilot project schools, along with other appropriate stakeholders. Project will explore the best and most effective school notification methods to meet mandated regulatory requirements as well as the needs of principals, teachers and parents. This might also be a resource for farmers to be notified about special school events that might be affected by pesticide applications. After an initial review, deliverables will be assessed and adjusted to ensure the website is an effective resource for all target audiences.
- D. Develop and implement a community engagement process whereby stakeholders determine the topics about which they want more information from the Agricultural Commissioner's office.

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- 1) Seeking “ownership” vs. “buy-in”; the community engagement process guarantees that participants will own their roles in – and responsibility for – the agreed-upon outcomes (unless they decide to leave the table). Definitions:
  - a. Buy-in: We created this and now we want you to help us get other people to appreciate it, even though you (and the others) had no input into it.
  - b. Ownership: We have this goal and we want your input and assistance in achieving it. How best can we work together to make that happen?
- 2) Ultimately desire engagement of all stakeholders in the process, utilizing all interests for a product that everyone owns.
- 3) Activities:
  - a. Identify stakeholder groups
  - b. Invite representatives to the table
  - c. Schedule and hold a series of meetings, during which goals are set, topics identified, and timelines agreed upon
  - d. Create outreach plan from goals, topics, and timelines
  - e. Implement outreach plan, possibly including stakeholder participants in information dissemination
6. DPR Responsibilities
  - A. Review web site contents for accuracy and monitor community engagement process for efficacy.
  - B. Pay Monterey County for invoice submitted for items described in 5.A, 5.B 5.C, and 5.D in this Exhibit:

**EXHIBIT B**  
**STANDARD AGREEMENT**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Invoicing and Payment**

- 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 upon receipt and approval of the invoices by the DPR Contract Manager, DPR agrees to compensate the Contractor for actual expenditures incurred in accordance with the rate specified in paragraph 4 (Budget) of this Exhibit.
- C. The Contractor shall submit an invoice, in arrears, to DPR for costs incurred pursuant to this Agreement. Payments will be made in arrears upon receipt and approval of invoice as stated below.
- D. Each invoice shall contain the following information:
  - 1) The Agreement number 15-C0021;
  - 2) The dates or time period during which the invoiced costs were incurred; and,
  - 3) The signature of an authorized representative of the Contractor.
- E. Invoices shall be submitted in triplicate on the Contractor's printed letterhead and identified by a control number to:

Department of Pesticide Regulation  
Attn: Accounts Payable  
P.O. Box 4015, MS 4A  
Sacramento, CA 95812-4015

- F. DPR agrees to make payment as promptly as fiscal procedures permit, upon receipt of the invoice(s), subject to approval by the DPR Contract Manager, and contingent upon satisfactory completion of the terms of this agreement.
- G. "Satisfactorily rendered" as used in this Agreement means that the Contractor has complied with all terms, conditions and performance requirements of this Agreement.

**2. Budget Contingency Clause**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this

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event, the State shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any provisions of this agreement.

- 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 California State Legislature which may affect the provisions, terms or funding of this Agreement in any manner.
- C. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to the Contractor to reflect the reduced amount.

**3. Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

**4. Budget**

A. Costs for services

1. Salaries	
2. Benefits	
3. Travel	
4. Supplies	
5. Contractual Award	\$ 75,000.00
6. Minor Equipment	
7. Indirect Cost	
<b>Total Agreement Amount</b>	<b>\$75,000.00</b>

- B. The Contractor shall not receive additional compensation for reimbursement or for costs not identified in this Agreement and shall not decrease the work to compensate therefore.

**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 written notice to contractor.

**2. Subcontracting**

Contractor shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted.

**3. Harassment Free Workplace**

The Department of Pesticide Regulation (DPR) is committed to providing a safe, secure environment, free from sexual misconduct. It is 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**

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 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



**EXHIBIT D**  
**STANDARD AGREEMENT**

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.

**5. Resolution of Disputes**

- A. DPR reserves the right to issue an order to stop work in the event that a dispute should arise, or in the event that DPR gives the performing agency a notice that his Agreement will be terminated. If DPR exercises this right, the stop-work order will be in effect until the dispute has been resolved or this Agreement has been terminated.
- B. Any dispute concerning a question of fact arising under the terms of this Agreement which is not disposed of within a reasonable period of time by agency employees normally responsible for the administration of this agreement, shall be brought to the attention of the Executive Officer or designated representative of each agency for joint resolution.
- C. The Contractor shall continue with the responsibilities under this agreement during any dispute until the expiration of this Agreement or notified to stop work.

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**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> Monterey County		<i>Federal ID Number</i> 94-6000524
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i> Eric Lauritzen, 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 8103) (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 lessor 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](http://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 over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

## **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.