

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
ACTION AGENDA SUMMARY

DEPT: Agricultural Commissioner *Daniel Benacini*

BOARD AGENDA # \*B-5

Urgent

Routine

AGENDA DATE April 28, 2015

CEO Concurs with Recommendation YES  NO   
(Information Attached)

4/5 Vote Required YES  NO

SUBJECT:

Approval to Authorize the Agricultural Commissioner to Sign the Enforcement Evaluation and Improvement Project Agreement with the California Department of Pesticide Regulation for Fiscal Year 2014-2015

STAFF RECOMMENDATIONS:

1. Authorize the Agricultural Commissioner to sign the Enforcement Evaluation and Improvement Project Agreement for Fiscal Year 2014-2015.
2. Authorize the Auditor-Controller to adjust appropriations and estimated revenue in the amount of \$28,546.74 as detailed on the attached Budget Journal for Fiscal Year 2014-2015.

FISCAL IMPACT:

The total amount of the Cooperative Agreement with the California Department of Pesticide Regulation is \$28,546.74. An increase in revenue and appropriations of \$28,546.74 is requested for the Agricultural Commissioner's budget for Fiscal Year 2014-2015.

BOARD ACTION AS FOLLOWS:

No. 2015-181

On motion of Supervisor De Martini, Seconded by Supervisor Chiesa  
and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Monteith, De Martini, and Chairman Withrow

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1)  Approved as recommended

2)  Denied

3)  Approved as amended

4)  Other:

MOTION:

ATTEST:

*Christine Ferraro*  
CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval to Authorize the Agricultural Commissioner to Sign the Enforcement Evaluation and Improvement Project Agreement with the California Department of Pesticide Regulation for Fiscal Year 2014-2015

**DISCUSSION:**

The California Department of Pesticide Regulation (DPR) has the responsibility for overall statewide enforcement of pesticide laws and regulations. The Agricultural Commissioner of each county is charged with enforcing the pesticide laws and regulations under the direction and supervision of the Director of DPR.

DPR has determined there is a need to increase communication and collaboration with the County Agricultural Commissioners in the tracking, development, and preparation of enforcement responses. DPR also wants to evaluate compliance and enforcement data to ensure statewide consistency with DPR policies, regulations and law, and identify trends that will be used to improve outreach and education to licensees.

The work carried out under this agreement will include the collection and submission of historical compliance and enforcement data. In addition to identifying trends and looking at statewide consistency, DPR will evaluate this data and dialogue with the County Agricultural Commissioner to determine if the enforcement responses are consistent and appropriate.

Under this agreement, Stanislaus County will be responsible for submitting to DPR all completed inspections and associated follow-up inspections along with information pertaining to both pending and complete enforcement actions for the period from January 1, 2013 through December 31, 2013. DPR will reimburse Stanislaus County \$28,546.74 for costs incurred pursuant to this agreement. The amount of this agreement is based on a mutually agreed upon allocation method between DPR and the California Agricultural Commissioners and Sealers Association, which took into account each county's workload measures and metrics in proportion to all the counties in California. The Agricultural Commissioner feels the \$28,546.74 will cover the cost to provide the requested information.

**POLICY ISSUE:**

Approval of this item supports the Board Priority of promoting A Strong Agricultural Economy/Heritage by improving outreach and education to Stanislaus County pesticide licensees.

**STAFFING IMPACT:**

Existing staff from the Agricultural Commissioner's office will provide the requested information. There are no additional staffing requirements associated with this item.

**CONTACT PERSON:**

Milton O'Haire, Agricultural Commissioner

209-525-4730

Database  
Balance Type  
Data Access Set

FMSDBPRD.CO.STANISLAUS.CA.US.PROD  
Budget  
County of Stanislaus

DO NOT CHANGE  
DO NOT CHANGE  
DO NOT CHANGE

Ledger  
Budget  
Category  
Source  
Currency  
Period  
Batch Name  
Journal Name  
Journal Description  
Journal Reference  
Organization  
Chart Of Accounts

\* List - Text County of Stanislaus  
List - Text LEGAL BUDGET  
\* List - Text Budget - Upload  
\* List - Text AG SDA  
\* List - Text USD  
List - Text APR-15  
Text  
Text JV20140  
Text DPR CONTRACT  
Text AGREEMENT# 14-C0086  
List - Text Stanislaus Budget Org  
Accounting Flexfield

DO NOT CHANGE  
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ENTER AS MMM-YY (ALL CAPS FOR MMM) EX: NOV-11  
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| Upl     | Fund<br>(4 char) | Org<br>(7 char) | Account<br>(5 char) | GL Project<br>(7 char) | Location<br>(6 char) | Misc.<br>(6 char) | Other<br>(5 char) | Debit<br>incr appropriations<br>decr est revenue<br>* Number | Credit<br>decr appropriations<br>incr est revenue<br>* Number | Line Description                     |
|---------|------------------|-----------------|---------------------|------------------------|----------------------|-------------------|-------------------|--|---|--------------------------------------|
|         |                  |                 | <i>2500</i>         | <i>31870</i>           |                      |                   |                   |  | 28546.74  | Ag-Admin-Services <i>STATE OTHER</i> |
|         |                  |                 |                     |                        |                      |                   |                   |  |   | <i>MF</i>                            |
|         |                  |                 |                     |                        |                      |                   |                   |  |   | Outside Printing Services            |
|         |                  |                 |                     |                        |                      |                   |                   |  |   | Exp. Software                        |
|         |                  |                 |                     |                        |                      |                   |                   |  |   | Exp. Furnishings                     |
|         |                  |                 |                     |                        |                      |                   |                   |  |   | Salvage Disposal                     |
|         |                  |                 |                     |                        |                      |                   |                   |  |   | Fleet Svc - fuel                     |
|         |                  |                 |                     |                        |                      |                   |                   |  |   | Office Equip                         |
|         |                  |                 |                     |                        |                      |                   |                   |  |   | Publications & legal notices         |
| Totals: |                  |                 |                     |                        |                      |                   |                   |  | 28546.74  | 28546.74                             |

Tip: This is not the end of the Template. Unprotect the sheet and insert as many rows as needed.

Explanation:  
Increase revenue and appropriations for agreement with Dept. of Pesticide Regulation

|   |  |                                |   |
|---|--|--------------------------------|---|
| Requesting Department<br><i>Daniel Burman</i> | Supervisor's Approval<br><i>[Signature]</i><br>4/21/15 | Data Entry<br>Keyed by<br>Date | Auditors Office Op<br>Prepared By<br>Approved By<br>Date<br><i>[Signature]</i><br>4/15/15 |
|---|--|--------------------------------|---|

|                                     |
|-------------------------------------|
| AGREEMENT NUMBER<br><b>14-C0086</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

**Stanislaus County**

2. The term of this Agreement is: April 1, 2015 or upon final approval by the State, whichever occurs later through June 30, 2015

3. The maximum amount of this Agreement is: **\$28,546.74**  
**Twenty-eight thousand five hundred forty-six dollars and seventy-four 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 – Scope of Work</b>   | 3 Pages |
| <b>Exhibit B – Budget Detail and Payment Provisions</b>                  | 2 Pages |
| <b>Exhibit C* – General Terms and Conditions (GTC 610)</b>               | *       |
| <b>Exhibit D - Special Terms and Conditions</b>                          | 2 Pages |
| <b>Attachment 1 – Cooperative Agreement</b>                              | **      |
| <b>Attachment 2 – California Food and Agricultural Code section 2281</b> | 1 Page  |

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>   |                          | <b>California Department of General Services Use Only</b> |
| CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) |                          |   |
| <b>Stanislaus County</b>  |                          |   |
| BY (Authorized Signature)   | DATE SIGNED(Do not type) |   |
|              | 5-4-15                   |   |
| PRINTED NAME AND TITLE OF PERSON SIGNING  |                          |   |
| Milton O'Haire, Agricultural Commissioner   |                          |   |
| ADDRESS   |                          |   |
| 3800 Cornucopia Way, Ste. B, Modesto, CA 95358  |                          |   |
| <b>STATE OF CALIFORNIA</b>  |                          |   |
| AGENCY NAME   |                          |   |
| <b>Department of Pesticide Regulation</b>   |                          |   |
| BY (Authorized Signature)   | DATE SIGNED(Do not type) |   |
|              | 5/13/15                  |   |
| PRINTED NAME AND TITLE OF PERSON SIGNING  |                          |   |
| Samantha Lewis, Business Services Office Manager  |                          |   |
| ADDRESS   |                          |   |
| 1001 I Street Sacramento, CA 95814  |                          |   |

Exempt per:  
 Delegation Letter 74.5


STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
 STD 213 (Rev 06/03)

|                                     |
|-------------------------------------|
| AGREEMENT NUMBER<br><b>14-C0086</b> |
| REGISTRATION NUMBER                 |

- 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  
**Stanislaus County**
- The term of this Agreement is: April 1, 2015 or upon final approval by the State, whichever occurs later through June 30, 2015
- The maximum amount of this Agreement is: **\$28,546.74**  
**Twenty-eight thousand five hundred forty-six dollars and seventy-four cents**



- 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 – Scope of Work</b>   | 3 Pages |
| <b>Exhibit B – Budget Detail and Payment Provisions</b>                  | 2 Pages |
| <b>Exhibit C* – General Terms and Conditions (GTC 610)</b>               | *       |
| <b>Exhibit D - Special Terms and Conditions</b>                          | 2 Pages |
| <b>Attachment 1 – Cooperative Agreement</b>                              | **      |
| <b>Attachment 2 – California Food and Agricultural Code section 2281</b> | 1 Page  |

APPROVED AS TO FORM.  
 STANISLAUS COUNTY COUNSEL  
 BY   
 DATE: 4/15/15

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.**

| CONTRACTOR  |                           | California Department of General<br>Services Use Only |
|---|---------------------------|---|
| CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)<br><b>Stanislaus County</b> |                           |   |
| BY (Authorized Signature)<br>            | DATE SIGNED (Do not type) |   |
| PRINTED NAME AND TITLE OF PERSON SIGNING  |                           |   |
| ADDRESS<br><b>3800 Cornucopia Way, Ste. B, Modesto, CA 95358</b>  |                           |   |
| <b>STATE OF CALIFORNIA</b>  |                           |   |
| AGENCY NAME<br><b>Department of Pesticide Regulation</b>  |                           |   |
| BY (Authorized Signature)<br>            | DATE SIGNED (Do not type) |   |
| PRINTED NAME AND TITLE OF PERSON SIGNING<br><b>Samantha Lewis, Business Services Office Manager</b>                         |                           |   |
| ADDRESS<br><b>1001 I Street Sacramento, CA 95814</b>  |                           |   |

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, hereinafter referred to as DPR, and Stanislaus County, hereinafter referred to as Contractor.
2. This Agreement will commence on the start date April 1, 2015 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, 2015. 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, Erin Yee, at:

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

Phone: (916) 445-3913      Fax: (916) 445-3907  
Email: Erin.Yee@cdpr.ca.gov

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

Stanislaus County Agricultural Commissioner  
3800 Cornucopia Way, Ste. B  
Modesto, CA 95358

Phone: (209) 525-4730      Fax: (209) 525-4790

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

TREAS STANISLAUS CNTY/AG COMM  
P.O. BOX 770  
MODESTO, CA 95353

**EXHIBIT A**  
STANDARD AGREEMENT

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**

The objective of this contract is to assist DPR in carrying out its Enforcement Evaluation and Improvement Project (EEIP).

The EEIP, and this contract, will assist DPR in its compliance with the Federal Insecticide Fungicide and Rodenticide Act (FIFRA) statutory requirements pursuant to delegated enforcement authority from U.S. EPA through the three-party Cooperative Agreement<sup>1</sup> between U.S. EPA, DPR and County Agricultural Commissioners and Sealers Association, and Food and Agriculture Code section 2281<sup>2</sup>.

Over the years, the number of enforcement actions, method of submission, level of interaction between the County Agricultural Commissioner (CAC) and DPR staff, detail requested, and the timing of submission has varied considerably. Recently, DPR has determined there is a need to increase communication and collaboration with the CAC in the tracking, development, and preparation of enforcement responses. DPR review of notice of proposed actions and civil penalty action hearing decisions prior to issuance will support and strengthen enforcement and assist the CAC with difficult or complicated enforcement action decisions. In addition, this collaboration will assist DPR in determining whether enforcement actions are warranted at the state level.

The EEIP activities include:

- The collection of complete compliance and enforcement data from the CAC for the purpose of evaluating individuals and businesses licensed by the state to determine if enforcement action is warranted;
- The evaluation of compliance and enforcement data to ensure statewide consistency with DPR policies, regulations and law, and identify trends that will be used to improve outreach and education to licensees; and,
- The improvement of communication and collaboration between DPR and the CAC in the tracking, development, and preparation of enforcement responses as needed to establish and implement county agricultural commissioner enforcement.

The work carried out under this contract includes the collection and submission of historical compliance and enforcement data. DPR will evaluate this data and dialogue with the CAC to determine if the enforcement responses are consistent and

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<sup>1</sup> Cooperative Agreement included as Attachment 1 of this Agreement

<sup>2</sup> Food and Agricultural Code section 2281 included at Attachment 2 of this Agreement.

**EXHIBIT A**  
STANDARD AGREEMENT

appropriate. In addition, collection and evaluation of several years' worth of compliance and enforcement data coupled with input from the CAC, will highlight chronic violators and allow DPR to pursue statewide enforcement actions against individuals and businesses licensed by the state.

**5. Contractor Responsibilities**

A. Submit all complete inspections and associated follow-up inspections from January 1, 2013 through December 31, 2013 to DPR including:

- 1) Field Worker Safety Inspection Report (PR-ENF-103);
- 2) Pesticide Use Monitoring Inspection Report (PR-ENF-104);
- 3) Commodity Fumigation Use Monitoring Inspection Report (PR-ENF-105);
- 4) Field Fumigation Use Monitoring Inspection Report (PR-ENF-106);
- 5) Structural Fumigation Use Monitoring Inspection Report (PR-ENF-107);
- 6) Structural Use Monitoring Inspection Report (PR-ENF-108);
- 7) Pest Control Headquarters Inspection Report (PR-ENF-109); and,
- 8) Pest Control Business Headquarters Inspection Report (PR-ENF-110).

B. Submit information pertaining to both pending and complete enforcement actions from January 1, 2013 through December 31, 2013 to DPR including:

- 1) Notice of Proposed Action;
- 2) Administrative civil penalty closing document (e.g., Stipulation and Waiver or Order); and,
- 3) Enforcement/Compliance Action Summary form (DPR-ENF-046).

C. Respond to any questions from DPR about the data, including how compliance data is linked to enforcement data.

**6. DPR Responsibilities**

Communicate and collaborate with CAC and staff regarding how compliance data is linked to enforcement data.



**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 and Rates) of this Exhibit.
- C. The Contractor shall submit, in arrears, one invoice to DPR for costs incurred pursuant to this Agreement at the completion of Contractor responsibilities. 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 14-C0086;
  - 2) The dates or time period during which the invoiced costs were incurred;
  - 3) Expenditures for the current invoice and cumulative expenditures to date; and,
  - 4) 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. "Satisfactory completion" as used in this Agreement means that the Contractor has complied with all terms, conditions and performance requirements of this Agreement.

**EXHIBIT B**  
**STANDARD 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 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 and Rates**

- A. The total amount of the Agreement shall not exceed \$28,546.74. The total amount of this Agreement is based on a mutually agreed upon allocation method determined by each county's workload measures and metrics in proportion to all counties.
- 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 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.

**ATTACHMENT 2**  
**STANDARD AGREEMENT**

**FOOD AND AGRICULTURAL CODE - FAC**

**DIVISION 2. LOCAL ADMINISTRATION [2001 - 2344]**

*( Division 2 enacted by Stats. 1967, Ch. 15. )*

**CHAPTER 2. County Agricultural Commissioners and Their Employees [2101 - 2287]**

*( Chapter 2 enacted by Stats. 1967, Ch. 15. )*

**ARTICLE 8. Powers and Duties [2271 - 2287]**

*( Article 8 enacted by Stats. 1967, Ch. 15. )*

**2281.**

Except as otherwise specifically provided, in all cases where provisions of this code place joint responsibility for the enforcement of laws and regulations on the director and the commissioner, the commissioner shall be responsible for local administration of the enforcement program. The director shall be responsible for overall statewide enforcement and shall issue instructions and make recommendations to the commissioner. Such instructions and recommendations shall govern the procedure to be followed by the commissioner in the discharge of his duties. The director shall furnish assistance in planning and otherwise developing an adequate county enforcement program, including uniformity, coordination, training, special services, special equipment, and forms, statewide publicity, statewide planning, and emergency assistance.

The instructions and recommendations shall include a cost analysis of the local administration of such programs, determined from data supplied by the commissioner pursuant to Section 2272. Such cost analysis shall identify the joint programs or activities for which funds necessary to maintain adequate county administration and enforcement have not been provided. The director shall develop, jointly with the commissioners, county priorities for such enforcement programs and activities.

The director shall report annually to the Legislature his findings concerning the cost analysis with specific regard to programs where funds are inadequate for an efficient enforcement program, together with a listing of the priorities jointly established by the director and the commissioners that are contained in the formal instructions and recommendations of the director.

*(Amended by Stats. 1980, Ch. 820. Note: See this section as modified on July 17, 1991, in Governor's Reorganization Plan No. 1 of 1991.)*

CCC-307

**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><br>Stanislaus County |                                  | <i>Federal ID Number</i> |
| <i>By (Authorized Signature)</i>                                  |                                  |                          |
| <i>Printed Name and Title of Person Signing</i>                   |                                  |                          |
| <i>Date Executed</i>  | <i>Executed in the County of</i> |                          |

**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.