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**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



FROM: Agricultural Commissioner's Office

SUBMITTAL DATE:

April 8, 2009

SUBJECT: Standard Agreement No. 09-C0030 Regarding Electronic Submittal of Pesticide Use Reports.

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Approve Standard Agreement No. 09-C0030 in the amount of \$15,040 for FY 09/10; and
- 2) Authorized the chairman to sign the agreement.

BACKGROUND: This agreement is renewed annually and provides reimbursement for costs associated with submitting pesticide use report records electronically to the Department of Pesticide Regulation. Revenue from this source was previously included in the Agricultural Commissioner's FY 09/10 budget request. This agreement was approved as to form by County Counsel.

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS DATE

Departmental Concurrence

**John Snyder, Agricultural Commissioner/
Sealer of Weights and Measures**

FINANCIAL DATA	Current F.Y. Total Cost:	\$15,040	In Current Year Budget:	YES
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	NO
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2009/10

SOURCE OF FUNDS: California Department of Pesticide Regulation	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY:
Michael R. Shetler

County Executive Office Signature

Consent Policy
Consent Policy

Dept's Recomm.:
Per Exec. Ofc.:

3000 AYA 12 0411:25

AGREEMENT NUMBER 09-C0030
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

RIVERSIDE COUNTY

2 The term of this Agreement is: July 1, 2009 through June 30, 2010

3. The maximum amount of this Agreement is: \$ 15,040.00
 Fifteen thousand forty dollars and no 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.

Exhibit A – Scope of Work	3 pages
Attachment 1, Data Format	7 pages
Attachment 2, Commodity Codes by Name	6 pages
Exhibit B – Budget Detail and Payment Provisions	2 pages
Exhibit C* – General Terms and Conditions (GTC 307)	_____
Exhibit - D Special Terms and Conditions	1 page

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 www.ols.dgs.ca.gov/Standard+Language*

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereon

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)		
Riverside County		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
John Snyder, CAC		
ADDRESS		
P.O. Box 1089		
Riverside CA 92502-1089		
STATE OF CALIFORNIA		<input checked="" type="checkbox"/> Exempt per: Delegation Letter 74.4
AGENCY NAME		
Department of Pesticide Regulation		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
Anise Severns, Chief, Fiscal Services and Business Operations		
ADDRESS		
1001 I Street, P.O. Box 4015, Sacramento, CA 95812-4015		

FORM APPROVED COUNTY COUNSEL
 BY: NEAL R. KIPNIS
 DATE

AGREEMENT NUMBER

09-C0030

REGISTRATION NUMBER

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STATE AGENCY'S NAME

DEPARTMENT OF PESTICIDE REGULATION

CONTRACTOR'S NAME

RIVERSIDE COUNTY

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CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) Riverside County		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	FIRM APPROVED COUNTY COUNSEL  NEAL R. KIPNIS
PRINTED NAME AND TITLE OF PERSON SIGNING John Snyder, CAC		
ADDRESS P.O. Box 1089 Riverside CA 92502-1089		
STATE OF CALIFORNIA		
AGENCY NAME Department of Pesticide Regulation		<input checked="" type="checkbox"/> Exempt per: Delegation Letter 74.4
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Anise Severns, Chief, Fiscal Services and Business Operations		
ADDRESS 1001 I Street, P.O. Box 4015, Sacramento, CA 95812-4015		

Exhibit A
STANDARD AGREEMENT

SCOPE OF WORK

The Department of Pesticide Regulation's (DPR) mission is to protect human health and the environment by regulating pesticide sales and use, and by fostering reduced-risk pest management which is mandated under the California Food and Agricultural Code section 11501 sets forth the general purposes of the legal code that fundamentally authorizes the State's pesticide regulatory program:

- To provide for the proper, safe, and efficient use of pesticides essential for production of food and fiber and for protection of the public health and safety.
- To protect the environment from environmentally harmful pesticides by prohibiting, regulating, or ensuring proper stewardship of those pesticides.
- To assure agricultural and pest control workers of safe working conditions where pesticides are present.
- To permit agricultural pest control by competent and responsible licensees and permittees under strict control of the Department of Pesticide Regulation and the County Agricultural Commissioners.
- To assure consumers and users that pesticides are properly labeled and appropriate for the use designated by the label and that state or local governmental dissemination of information on pesticidal uses of any registered pesticide product is consistent with the uses for which the product is registered.
- To encourage the development and implementation of pest management systems, stressing application of biological and cultural pest control techniques with selective pesticides when necessary to achieve acceptable levels of control with the least possible harm to the public health, nontarget organisms, and the environment.

Pesticide use reporting is an ongoing program to collect and process data on full use reporting of agricultural and structural pesticide applications, per the Food Safety Act of 1989 (Chapter 1200, AB 2161). Under full use reporting, certain agricultural pesticide uses are required to be reported to the county agricultural commissioner (CAC), who, in turn, reports the data to DPR. DPR also collects reports from structural pest control businesses for pesticide use in schools. Full use reports include the amount and name of the pesticide applied, date and location (section, township, range) of the application, and, if the application was agricultural, the crop. The primary exceptions to the use reporting requirements are home and garden use, and most industrial and institutional use. The pesticide use reports are compiled by DPR and made available on disc and on DPR's Web site. DPR also provides support to the CACs on their administration of the computer systems and applications for the Restricted Material Permit Program, which is used to manage, track, and collect data for permits, operator identifications, and pesticide use reports.

1. This Contract Agreement is entered into by and between the Department of Pesticide Regulation (DPR) and Riverside County (Contractor), P.O. Box 1089, Riverside, CA 92502-1089.

The services to be provided by this Contract are exempt from performance by civil servants under Government Code Section 19130(b)(8). The Contractor will provide equipment, materials, facilities, or support services that could not feasibly be provided by the State in the location where the services are to be performed.

Exhibit A
STANDARD AGREEMENT

2. The Contractor shall provide electronic submittal of pesticide use report records and shall provide data to DPR via electronic mail or the Internet, which shall meet the criteria outlined in paragraph 5 of this Exhibit.
3. Services shall be provided during the term of July 1, 2009 through June 30, 2010, as identified on the first page of the Agreement.
4. The Contract Manager during the term of this Agreement will be:

- A. **Mary Votaw** shall be the Contract Manager for this agreement.
- B. All official communications from the Contractor to DPR, shall be directed to the attention of the Contract Manager or designee at the following address and phone/fax numbers:

Department of Pesticide Regulation
Pest Management & Licensing Branch
1001 I Street, MS 3A
P.O. Box 4015
Sacramento, CA 95812-4015

Phone (916) 445-3887

Fax (916) 324-9006

Email address: purdata@cdpr.ca.gov

- C. All official communications, other than payments, from DPR to the Contractor shall be directed to the attention of **John Snyder** or designee at the following address and phone/fax numbers:

Riverside County
P.O. Box 1089
Riverside, CA 92502-1089

Phone (951) 955-3000

Fax (951) 955-3012

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

TREAS RIVERSIDE CNTY/AG COMM
P O BOX 1089
RIVERSIDE, CA 92502-1089

5. **Contractor's Responsibility:**

- A. All pesticide use records submitted to the Contractor shall be reviewed against the grower's current permit and shall be reviewed for accuracy of the information. After said review, the Contractor shall submit to DPR, all production agriculture and monthly summary pesticide use reports processed during the period July 1, 2009 through June 30, 2010 meeting the data requirements as stated herein on a monthly basis. (CalTrans data should not be sent by the Contractor to avoid duplication.)

Exhibit A
STANDARD AGREEMENT

- B. Data must be submitted via electronic mail or the Internet. A summary of the number of records contained on each file must be included. Each file shall be clearly identified with the following information -- county name, application month and year, file name, number of records.
- C. For both production agriculture and monthly summary data, the file name shall consist of eight (8) characters: the first position will be a letter; the second and third positions shall be the county number; the fourth and fifth positions shall be the batch number; the sixth and seventh positions shall be the application year; and the eighth position is the file sequence number.
- D. Each file shall include data for one calendar year only.
- E. Data must be readable by MS DOS version 2.11 or greater.
- F. Data must be submitted in a flat or ASCII file.
- G. Data must be in the format provided by DPR, as identified in this Exhibit.
- H. Commodity codes must be from the 'Most Common Commodity Codes' list as provided by DPR and identified in this exhibit. As necessary, changes will be made to this list and copies will be forwarded to the Contractor.
- I. All submissions will be verified by DPR. A summary of the accepted data and a listing of the rejected applications will be sent to the County for review. Rejected submissions shall be corrected and resubmitted on hardcopy to DPR. It is understood by DPR that not all rejected submissions are correctable due to product label language vs the label database, and this will be taken into consideration for tracking purposes. Verifications may include, but are not limited to the following:
 - 1) Any appropriate correction to the invalid record;
 - 2) Request to delete the record;
 - 3) Statement that a Notice of Violation was issued; and,
 - 4) Statement of compliance with the label (this will be verified by DPR).
- J. The amount of the current year Agreement is based on an estimated number of pesticide use records to be submitted to DPR paid at \$.47 per record.

Exhibit A, Attachment 1
STANDARD AGREEMENT

External Interface Data Format

Job Report (39-025/33-126X) (Type A), Rev. July 1, 2008

Variable	Length	Type	Offset	Comments
RECORD_ID	1	X	1	Transaction type (A).
PROCESS_DT	4	N	2 - 5	MMYY output format.
BATCH_NO	4	N	6 - 9	CCSS (CC: County; SS: Batch Seq.).
REPORT_MONTH	2	N	10 - 11	Optional.
REPORT_YEAR	2	N	12 - 13	Optional.
RESERVED	1	X	14	Reserved for expansion--code as '0'.
COUNTY_CD	2	N	15 - 16	County code 1 to 58.
SECTION	2	N	17 - 18	
TOWNSHIP	2	N	19 - 20	
TSHIP_DIR	1	X	21	'N', 'S'.
RANGE2	N		22 - 23	
RANGE_DIR	1	X	24	'E', 'W'.
BASE_LN_MER	1	X	25	'H', 'M', 'S'.
AER_GND_IND	1	X	26	'A', 'G', 'O', 'F'
GROWER_ID	11	X	27 - 37	County assigned grower ID code (CCYYCCXXXXX).
CEDTS_IND	1	X	38	'E', ' '.
SITE_LOC_ID	8	X	39 - 46	County assigned code for field.
ACRE_PLANTED	8	N	47 - 54	9(6)V(2).
UNIT_PLANTED	1	X	55	'A', 'T', 'S', 'C', 'K', 'U', 'P'.
APPLIC_DT	6	N	56 - 61	MMDDYY format.
SITE_CODE	6	N	62 - 67	From "Commodity Codes by Name" list.
QUALIFY_CD	2	N	68 - 69	Zero if not used.
PLANTING_SEQ	1	N	70	Zero if not used.
ACRE_TREATED	8	N	71 - 78	9(6)V(2).
UNIT_TREATED	1	X	79	'A', 'T', 'S', 'C', 'K', 'U', 'P'.
MFG_FIRMNO	7	N	80 - 86	EPA Reg. No., part 1.
LABEL_SEQ_NO	5	N	87 - 91	EPA Reg. No., part 2.
REVISION_NO	2	X	92 - 93	California revision code.
REG_FIRMNO	7	N	94 - 100	Subregistration number.
AMT_PRD_USED	10	N	101 - 110	9(6)V(4).
UNIT_OF_MEAS	2	X	111 - 112	'LB', 'OZ', 'GA', 'QT', 'PT', 'KG', 'GR', 'LI', 'ML'.
DOCUMENT_NO	8	N	113 - 120	Document sequence number within batch.
LINE_ITEM	4	N	121 - 124	Line item within document.
APPLIC_TM	4	N	125 - 128	Military time, zero fill if none reported.
FUME_CD	4	N	129 - 132	Fumigation method code, if applicable (Beginning with applications 1/1/09)

- Please Note:**
1. Document number field should be numeric only.
 2. Line item field should be numeric only.
 3. Line item fields should be right justified and zero filled, i.e. if the line item is 20, it should be entered as 0020, not __20.
 4. COMBINATION OF FIELDS: BATCH_NO + DOCUMENT_NO + SUMMARY_CD MUST BE UNIQUE WITHIN A FILE.

Exhibit A, Attachment 1
STANDARD AGREEMENT

IV-95 Output Data Format
 Monthly Production Agriculture Summary (33-017) (Type B), Rev. July 1, 2008

Variable	Length	Type	Offset	Comments
RECORD_ID	1	X	1	Transaction type (B).
PROCESS_DT	4	N	2 - 5	MMYY output format.
BATCH_NO	4	N	6 - 9	CCSS (CC: County; SS: Batch Seq.).
REPORT_MONTH	2	N	10 - 11	Report month.
REPORT_YEAR	2	N	12 - 13	Report year.
RESERVED	1	X	14	Reserved for expansion--code as '0'.
COUNTY_CD	2	N	15 - 16	County code 1 to 58.
SECTION	2	N	17 - 18	
TOWNSHIP	2	N	19 - 20	
TSHIP_DIR	1	X	21	'N', 'S'.
RANGE	2	N	22 - 23	
RANGE_DIR	1	X	24	'E', 'W'.
BASE_LN_MER	1	X	25	'H', 'M', 'S'.
AER_GND_IND	1	X	26	'A', 'G', 'O', 'F'
GROWER_ID	11	X	27 - 37	County assigned grower ID code (CCYYCCXXXXX).
CEDTS_IND	1	X	38	'E', ' '.
SITE_LOC_ID	8	X	39 - 46	County assigned code for field.
ACRE_PLANTED	8	N	47 - 54	9(6)V(2).
UNIT_PLANTED	1	X	55	'A', 'T', 'S', 'C', 'K', 'U', 'P'.
APPLIC_DT	6	N	56 - 61	MMDDYY format.
SITE_CODE	6	N	62 - 67	From "Commodity Codes by Name" list.
QUALIFY_CD	2	N	68 - 69	Zero if not used.
PLANTING_SEQ	1	N	70	Zero if not used.
ACRE_TREATED	8	N	71 - 78	9(6)V(2).
UNIT_TREATED	1	X	79	'A', 'T', 'S', 'C', 'K', 'U', 'P'.
MFG_FIRMNO	7	N	80 - 86	EPA Reg. No., part 1.
LABEL_SEQ_NO	5	N	87 - 91	EPA Reg. No., part 2.
REVISION_NO	2	X	92 - 93	California revision code.
REG_FIRMNO	7	N	94 - 100	Subregistration number.
AMT_PRD_USED	10	N	101 - 110	9(6)V(4).
UNIT_OF_MEAS	2	X	111 - 112	'LB', 'OZ', 'GA', 'QT', 'PT', 'KG', 'GR', 'LI', 'ML'.
DOCUMENT_NO	8	N	113 - 120	Document sequence number within batch.
LINE_ITEM	4	N	121 - 124	Line item within document.
APPLIC_TM	4	N	125 - 128	Military time. Zero fill if none reported.
FUME_CD	4	N	129 - 132	Fumigation method code, if applicable (Beginning with applications 1/1/09)

- Please Note:**
1. Document number field should be numeric only.
 2. Line item field should be numeric only.
 3. Line item fields should be right justified and zero filled, i.e. if the line item is 20, it should be entered as 0020, not __20.
 4. COMBINATION OF FIELDS: BATCH_NO + DOCUMENT_NO + SUMMARY_CD MUST BE UNIQUE WITHIN A FILE.

Exhibit A, Attachment 1
STANDARD AGREEMENT

Output Data Format

Monthly Summary (30-060) (Type C), Rev. July 1, 2008				
Variable	Length	Type	Offset	Comments
RECORD_ID	1	X	1	Transaction type (C).
PROCESS_DT	4	N	2 - 5	MMYY output format.
BATCH_NO	4	N	6 - 9	CCSS (CC: County; SS: Batch Seq.).
REPORT_MONTH	2	N	10 - 11	Optional.
REPORT_YEAR	2	N	12 - 13	Optional.
NURSERY_IND	1	X	14	N/A for this form.
COUNTY_CD	2	N	15 - 16	County code 1 to 58.
SECTION	2	N	17 - 18	N/A for this form.
TOWNSHIP	2	N	19 - 20	N/A for this form.
TSHIP_DIR	1	X	21	N/A for this form.
RANGE2	N		22 - 23	N/A for this form.
RANGE_DIR	1	X	24	N/A for this form.
BASE_LN_MER	1	X	25	N/A for this form.
AER_GND_IND	1	X	26	N/A for this form.
GROWER_ID	11	X	27 - 37	See Type A. (Required if no
LICENSE_NO.)				
CEDTS_IND	1	X	38	'E', ' '.
SITE_LOC_ID	8	X	39 - 46	N/A for this form.
ACRE_PLANTED	8	N	47 - 54	N/A for this form.
UNIT_PLANTED	1	X	55	N/A for this form.
APPLIC_DT	6	N	56 - 61	MMDDYY input format (use "01" for day). MMDDYY output format.
SITE_CODE	6	N	62 - 67	From "Commodity Codes by Name" list. (if SITE_CODE < 100, do not report ACRE_TREATED and UNIT_TREATED).
QUALIFY_CD	2	N	68 - 69	Zero if not used.
PLANTING_SEQ	1	N	70	Zero if not used.
ACRE_TREATED	8	N	71 - 78	9(6)V(2).
UNIT_TREATED	1	X	79	'A', 'T', 'S', 'C', 'K', 'U', 'P'.
MFG_FIRMNO	7	N	80 - 86	EPA Reg. No., part 1.
LABEL_SEQ_NO	5	N	87 - 91	EPA Reg. No., part 2.
REVISION_NO	2	X	92 - 93	California revision code.
REG_FIRMNO	7	N	94 - 100	Subregistration number.
AMT_PRD_USED	10	N	101 - 110	9(6)V(4).
UNIT_OF_MEAS	2	X	111 - 112	'LB', 'OZ', 'GA', 'QT', 'PT', 'KG', 'GR', 'L', 'ML'
DOCUMENT_NO	8	N	113 - 120	Batch sequence number or press #.
LINE_ITEM	4	N	121 - 124	Line item within document.
APPLIC_CNT	6	N	125 - 130	Number of applications.
LICENSE_NO	13	X	131 - 143	Applicator License #. (Required if no GOWER_ID

- Please Note:**
1. Document number field should be numeric only.
 2. Line item field should be numeric only.
 3. Line item fields should be right justified and zero filled, i.e. if the line item is 20, it should be entered as 0020, not _20.
 4. COMBINATION OF FIELDS: BATCH_NO + DOCUMENT_NO + SUMMARY_CD MUST BE UNIQUE WITHIN A FILE.

Exhibit A, Attachment 1
STANDARD AGREEMENT

Output Data Format
Monthly Summary Count of Applications (39-060) (Type D), Rev. July 1, 2008

Variable	Length	Type	Offset	Comments
RECORD_ID	1	X	1	Transaction type (D).
PROCESS_DT	4	N	2- 5	MMYY out.
BATCH_NO	4	N	6 - 9	CCSS (CC: County; SS: Batch Seq.).
REPORT_MONTH	2	N	10 - 11	Optional.
REPORT_YEAR	2	N	12 - 13	Optional.
NURSERY_IND	1	X	14	N/A for this form
COUNTY_CD	2	N	15 - 16	County code 1 to 58.
SECTION	2	N	17 - 18	N/A for this form.
TOWNSHIP	2	N	19 - 20	N/A for this form.
TSHIP_DIR	1	X	21	N/A for this form.
RANGE2	N		22 - 23	N/A for this form.
RANGE_DIR	1	X	24	N/A for this form.
BASE_LN_MER	1	X	25	N/A for this form.
AER_GND_IND	1	X	26	N/A for this form.
GROWER_ID	11	X	27 - 37	N/A for this form.
CEDTS_IND	1	X	38	N/A for this form.
SITE_LOC_ID	8	X	39 - 46	N/A for this form.
ACRE_PLANTED	8	N	47 - 54	N/A for this form.
UNIT_PLANTED	1	X	55	N/A for this form.
APPLIC_DT	6	N	56 - 61	N/A for this form.
SITE_CODE	6	N	62 - 67	N/A for this form.
QUALIFY_CD	2	N	68 - 69	N/A for this form.
PLANTING_SEQ	1	N	70	N/A for this form.
ACRE_TREATED	8	N	71 - 78	N/A for this form.
UNIT_TREATED	1	X	79	N/A for this form.
MFG_FIRMNO	7	N	80 - 86	N/A for this form.
LABEL_SEQ_NO	5	N	87 - 91	N/A for this form.
REVISION_NO	2	X	92 - 93	N/A for this form.
REG_FIRMNO	7	N	94 - 100	N/A for this form.
AMT_PRD_USED	10	N	101 - 110	N/A for this form.
UNIT_OF_MEAS	2	X	111 - 112	N/A for this form.
DOCUMENT_NO	8	N	113 - 120	N/A for this form.
LINE_ITEM	4	N	121 - 124	N/A for this form.
APPLIC_CNT	6	N	125 - 130	Number of applications.

- Please Note:**
1. Document number field should be numeric only.
 2. Line item field should be numeric only.
 3. Line item fields should be right justified and zero filled, i.e. if the line item is 20, it should be entered as 0020, not __20.
 4. COMBINATION OF FIELDS: BATCH_NO + DOCUMENT_NO + SUMMARY_CD MUST BE UNIQUE WITHIN A FILE.

**Exhibit A, Attachment 1
 STANDARD AGREEMENT**

Use Report Data--Key Data Instructions, Rev. July 1, 2008

Variable	Description and Coding Instructions
RECORD_ID	Document type to identify edit criteria for documents. For electronic data, Job Report (39-125/33/126x) is coded as type 'A' and Monthly AgriculturalSummary (33-017) is coded as type 'B'.
PROCESS_DT	Month and Year document processed. This is the month the document is encoded and validated. Format is MMYT.
BATCH_NO	Identify batched groups of documents for a particular month. Four digit code is divided into county number and a two-digit sequence number. This allows up to 100 batches to be processed each month for a county.
REPORT_MONTH	Month of application. This is optional for record type 'A' but is required for record type 'B'. this field and the next are keyed from the boxes for Month(1) and Year(2) on the 33-017.
REPORT_YEAR	Year of application. This is optional for record type 'A' but is required for record type 'B'.
COUNTY_CD	County code number. the assigned numeric code for the county.

The following fields refer to the location information on the Pesticide Use Report as Township/Range/Section (TRS) data.

SECTION	Section number in which pesticide was applied. This is a two-digit numeric field, range 1 - 36.
TOWNSHIP	Township number: two digits, range 1 - 43.
TSHIP_DIR	Single character direction indicator for township. Valid values are 'N' and 'S'.
RANGE	Range number: two digits, range 1 - 47.
RANGE_DIR	Single character direction indicator for range. Valid values are 'E' and 'W'.
BASE_LN-MER	Single character for reference origin for TRS data. Valid values are 'H', 'M', and 'S'.
AER_GND_IND	Indicator for application. Listed as 'A' (air), 'G' (ground), 'O' (other), or 'F' (field fumigation). AER_GND_IND of 'F' requires a 4-digit field fumigation method code for field fumigation applications beginning January 1, 2009.
GROWER_ID	County defined code for grower. Field cannot be blank for record types 'A' and 'B' (Required for type 'C' if no LICENSE_NO is entered.) Format: CC YY CC XXXXX CC - reporting county YY - application year CC - county of origin XXXXX - five-digit grower/permit number

Exhibit A, Attachment 1
STANDARD AGREEMENT

Variable	Description and Coding Instructions
CEDTS_IND	Indicator for records submitted electronically through any program including but not limited to California Electronic Data Transmission System (CEDTS), PURE Data, RMMS web, etc. Valid values are 'E' or ' ' (blank).
SITE_LOC_ID	Code assigned by county for field identifier for grower. Field cannot be blank
ACRE_PLANTED	Total number of units for the location identified by SITE_LOC_ID. Alternate units may be used for applications which do not allow reporting in acres.
UNIT_PLANTED	Single character code to identify the type of units reported in the ACRE_PLANTED field. Valid values include 'A' (acres), 'T' (tons), 'S' (square feet), 'C' (cubic feet), 'K' (thousand cubic feet), 'U' (miscellaneous units).
APPLIC_DT	Date of application. Format is MMDDYY. Reject is month greater than 12, day greater than last day of the subject month, or year is prior to 1990.
SITE_CODE	Numeric code for commodity/site. Must be consistent with Department's list of "Commodity Codes by Name" (Rev. 1/2008). It is checked to ensure it is on the site code table and on the product label.
QUALIFY_CD	Numeric code for special qualification of use for SITE_CODE. Code as zero if not used.
PLANTING_SEQ	Numeric sequence for multiple plantings in single field. Code as zero if not used.
ACRE_TREATED	Total number of units treated at the location identified by SITE_LOC_ID.
UNIT_TREATED	Alternate units may be used for applications which do not allow reporting in acres. Single character code to identify the type of units reported in the ACRE_TREATED field. Valid values include 'A' (acres), 'T' (tons), 'S' (square feet), 'C' (cubic feet), 'K' (thousand cubic feet), 'U' (miscellaneous units).

The following four fields comprise the product registration number. MFC_FIRMNO and LABEL_SEQ_NO make up the EPA Reg. No. REVISION_NO is the alphabetic revision code assigned by the Department. REC_FIRMNO is the subregistration number, if present. The registration number is valid if a current or inactive product is on file.

MFG_FIRMNO	Numeric seven digits.
LABEL_SEQ_NO	Numeric five digits.
REVISION_NO	Alphabetic two characters.
REC_FIRMNO	Numeric seven digits. Code as zero if not used.

Exhibit A, Attachment 1
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Variable	Description and Coding Instructions
AMT_PRD_USED	Reported number of units used. Ten digits with implied four decimals.
UNIT_OF_MEAS	Two character code to identify type of units reported used. Valid values include 'GA' (gallons), 'QT' (quarts), 'PT' (pints), 'LB' (pounds), 'OZ' (ounces), 'KG' (kilograms), and 'GR' (grams), 'LI' (liters), 'ML' (milliliters).
DOCUMENT_NO	Numerical sequence for document within batch. This is used to identify separate documents. Must be numeric and cannot be blank or zeros.
LINE_ITEM	Sequence number for application within the document. This allows identification of a particular application for error correction.
APPLIC_TM	Numeric four digits. Time of application (military time)
LICENSE_NO	PCO license number. (Required for type 'C' records only...needed if GROWER_ID is blank.)
FUME_CD	Field fumigation method code. Used beginning with January 1, 2009 applications for field soil fumigations. Also use 'F' as the application method in the AER_GND_IND field.

Exhibit A, Attachment 2
STANDARD AGREEMENT

Commodity Codes By Name

AIRPORT	67001-00	BROCCOLI	13005-00
ALFALFA	23001-00	BROCCOLI PROCESS	13005-89
ALFALFA SEED	23001-04	BROCCOLI SEED	13005-04
ALFALFA SPROUT	15021-00	BRUSSEL SPROUT	13006-00
ALMOND	3001-00	BRUSSEL SPROUT SEED	13006-04
ALOE VERA	27501-00	BUSHBERRY	1023-00
ANIMAL PREMISE	61001-00	CABBAGE	13007-00
ANISE	8004-00	CABBAGE SEED	13007-04
ANISE SEED	8004-04	CACTUS LEAF	13048-00
APPLE	4001-00	CACTUS PEAR	6028-00
APRICOT	5001-00	CANOLA (Rape)	28051-00
ARRUGULA	13056-00	CANTALOUPE	10002-00
ARTICHOKE	13018-00	CARDOON	13032-00
ARTICHOKE SEED	13018-04	CARROT	29111-00
ASIAN PEAR	4501-00	CARROT FOR/FOD	23025-00
ASPARAGUS	16002-00	CARROT PROCESS	29111-89
ASPARAGUS SEED	16002-04	CARROT SEED	29111-04
AVOCADO	28000-00	CASABA MELON	29122-10
BAMBOO SHOOT	13051-00	CASHEW	3003-00
BANANA	6002-00	CASTORBEAN	27001-00
BARLEY	29103-00	CASTORBEAN SEED	27001-04
BARLEY FOR/FOD	22008-00	CATTLE	52003-00
BARLEY SEED	29103-04	CAULIFLOWER	13008-00
BEAN DRIED	15001-00	CAULIFLOWER PROC	13008-89
BEAN DRIED SEED	15001-04	CAULIFLOWER SEED	13008-04
BEAN FAVA	28059-00	CELERIAC	14004-00
BEAN GARBANZO	15032-00	CELERY	29113-00
BEAN LIMA	15003-10	CELERY SEED	29113-04
BEAN SPROUT	15013-00	CHAYOTE	10030-00
BEAN SUC SEED	15003-04	CHERIMOYA	6030-00
BEAN SUCCULENT	15003-00	CHERRY	5002-00
BEAN UNSPEC SEED	28001-04	CHERVIL	13055-00
BEAN UNSPECIFIED	28001-00	CHESTNUT	3004-00
BEEHIVE	61008-00	CHICKEN	55001-00
BEET	29109-00	CHICORY	28034-00
BEET FOR/FOD	23036-00	CHINESE GREENS	13999-00
BEET SEED	29109-04	CHINESE GREENS SD	13999-04
BERMUDAGRASS	22017-00	CHIVE	14005-00
BERMUDAGRASS SEED	22017-04	CHIVE SEED	14005-04
BEVERAGE CROP	7000-00	CHRISTMAS TREE	30005-00
BIRDSFT TREEFOIL	23011-00	CILANTRO	13501-00
BITTER MELON	10017-00	CITRUS	2000-00
BLACKBERRY	1002-00	CLOVER	23003-00
BLDG/AG FARM	61000-00	CLOVER SEED	23003-04
BLDS/NON-AG OUTDR	67003-00	COCONUT	28004-00
BLUEBERRY	1009-00	COLE CROP	13004-00
BOAT/PIER	69000-00	COLLARD	13009-00
BOK CHOY LSE LF	13502-00	COLLARD SEED	13009-04
BOYSENBERRY	1003-00	COMM FUMIGATION	90-00
BROCCOFLOWER	13525-00	COMM PUMIG/PARK	90-20

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CORN FOR/FOD	22005-00	GF-CHRYSANTHMUM	151-35
CORN HUMAN CONSUMP	29119-00	GF-CONIFER	151-36
CORN HUMAN SEED	29119-04	GF-DEC. SHRUB	151-37
CORN SALAD	13013-00	GF-DEC. TREE	151-38
COTTON	29121-00	GF-EVG. SHRUB	151-39
COTTON FOR/FOD	23005-00	GF-EVG. TREE	151-40
COTTON PIMA	29121-10	GF-FERN	151-41
COTTON SEED	29121-04	GF-FLOWER SEED	151-44
COTTONSEED OL	27003-00	GF-FLOWERING PLANT	151-42
COUNTY AG COMM	60-00	GF-FLOWERING TREE	151-43
CRANBERRY	1010-00	GF-FOLIAGE PLANT	151-45
CRENSHAW MELON	29122-11	GF-GROUND COVER	151-46
CUCUMBER	10010-00	GF-HOUSE PLANT	151-47
CURRENT	1011-00	GF-ICEPLANT	151-48
DAIKON	14023-00	GF-IVY	151-49
DAIRY EQUIPMENT	60000-00	GF-JUNIPER	151-50
DANDELION GREEN	13014-00	GF-PALM	151-51
DATE	6004-00	GF-PINE TREE	151-52
DEWBERRY	1004-00	GF-ROSE	151-53
DILL	8015-00	GF-SUCCULENT	151-54
DITCH BANK	65021-00	GF-TURF	151-55
DRIED FRUIT	43026-00	GF-VINE	151-56
DUCK	55002-00	GINGER	8019-00
EDIBLE FLOWER	29008-00	GOOSEBERRY	1013-00
EGG	55501-00	GOURD	10026-00
EGGPLANT	11001-00	GP-AZALEA	153-30
ENDIVE (ESCAROLE)	13015-00	GP-BULB	153-31
ENDIVE SEED	13015-04	GP-CACTUS	153-32
FARM/AG BLDG	61000-00	GP-CARNATION	153-33
FAVA BEAN	28059-00	GP-CHRSTMS TREE	153-34
FENNEL	28008-00	GP-CHRYSANTHMUM	153-35
FIBER CROP	21000-00	GP-CONIFER	153-36
FIG	6005-00	GP-DEC. SHRUB	153-37
FLAX	28009-00	GP-DEC. TREE	153-38
FLAX SEED	28009-04	GP-EVG. SHRUB	153-39
FLOWER EDIBLE	29008-00	GP-EVG. TREE	153-40
FOOD PROC PLANT	71000-00	GP-FERN	153-41
FORAGE HAY/SILAGE	22000-00	GP-FLOWER SEED	153-44
FOREST, TIMBERLAND	30000-00	GP-FLOWERING PLANT	153-42
FRUIT, DRIED	43026-00	GP-FLOWERING TREE	153-43
FRUIT(SMALL)& BERRY	1000-00	GP-FOLIAGE PLANT	153-45
FUMIGATION, OTHER	91-00	GP-GROUND COVER	153-46
FUMIG/OTHER/PARK	91-20	GP-HOUSE PLANT	153-47
GAI CHOY LOOSE LF	13509-00	GP-ICEPLANT	153-48
GAI LON TIGHT HD	13903-00	GP-IVY	153-49
GARBANZO BEAN	15032-00	GP-JUNIPER	153-50
GARLIC	14007-00	GP-PALM	153-51
GF-AZALEA	151-30	GP-PINE TREE	153-52
GF-BULB	151-31	GP-ROSE	153-53
GF-CACTUS	151-32	GP-SUCCULENT	153-54
GF-CARNATION	151-33	GP-TURF	153-55
GF-CHRSTMS TREE	151-34	GP-VINE	153-56

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GRAIN	28078-00	JOJOBA BEAN	27018-00
GRANARY	46502-00	JUJUBE	6504-00
GRAPE	29141-00	KALE	13011-00
GRAPE, RAISIN	29141-89	KALE SEED	13011-04
GRAPE, WINE	29143-00	KIWI	6018-00
GRAPEFRUIT	2002-00	KOHLRABI	13012-00
GRAPEFRUIT PROC	2002-89	KOHLRABI SEED	13012-04
GRASS SEED	28066-00	KUMQUAT	2003-00
GREENHOUSE FUMI	61006-00	LANDSCAPE MAIN	30-00
GT-AZALEA	155-30	LANDSCAPE/PARK	30-20
GT-BULB	155-31	LEEK	14010-00
GT-CACTUS	155-32	LEGUME FOR/FOD	23000-00
GT-CARNATION	155-33	LEMON	2004-00
GT-CHRSTMS TREE	155-34	LETTUCE HEAD	13045-00
GT-CHRYSANTHMUM	155-35	LETTUCE HEAD SEED	13045-04
GT-CONIFER	155-36	LETTUCE LEAF	13031-00
GT-DEC. SHRUB	155-37	LETTUCE LEAF SEED	13031-04
GT-DEC. TREE	155-38	LETTUCE ROMAINE	13031-10
GT-EVG. SHRUB	155-39	LIME	2005-00
GT-EVG. TREE	155-40	LITCHI NUT	6017-00
GT-FERN	155-41	LIVESTOCK	52000-00
GT-FLOWER SEED	155-44	LOGANBERRY	1005-00
GT-FLOWERING PLANT	155-42	LOQUAT	6008-00
GT-FLOWERING TREE	155-43	LOTUS ROOT	14025-00
GT-FOLIAGE PLANT	155-45	LUMBER, TREATED	64500-00
GT-GROUND COVER	155-46	MANGO	6007-00
GT-HOUSE PLANT	155-47	MELON	29122-00
GT-ICEPLANT	155-48	MELON SEED	29122-04
GT-IVY	155-49	MINT	28012-00
GT-JUNIPER	155-50	MIZUNA	13504-00
GT-PALM	155-51	MUSHROOM	16003-00
GT-PINE TREE	155-52	MUSHROOM HOUSE	61007-00
GT-ROSE	155-53	MUSKMELON	29122-14
GT-SUCCULENT	155-54	MUSTARD	29123-00
GT-TURF	155-55	N-GRNHS FLOWER	151-00
GT-VINE	155-56	N-GRNHS PLANT	153-00
GUAVA	6006-00	N-GRNHS TRANSPL	155-00
GUAYULE	26015-00	N-OUTDOOR FLOWER	152-00
HEMP	21003-00	N-OUTDOOR PLANT	154-00
HERB/SPICE	8000-00	N-OUTDOOR TRANSPL	156-00
HONEY	25501-00	NAPPA CAB(TGHT HD)	13010-00
HONEYBALL MELON	29122-12	NECTARINE	5003-00
HONEYDEW MELON	29122-13	NUTS	3000-00
HOPS	8020-00	OAT	29125-00
HORSE	56005-00	OAT FOR/FOD	22006-00
HORSERADISH	28011-00	OAT SEED	29125-04
HORSERADISH SEED	28011-04	OF-AZALEA	152-30
HOSPITAL	74000-00	OF-BULB	152-31
HOUSEHOLD	63000-00	OF-CACTUS	152-32
INDUSTRIAL SITE	77000-00	OF-CARNATION	152-33
JICAMA	14024-00	OF-CHRSTMS TREE	152-34
JICAMA SEED	14024-04	OF-CHRYSANTHMUM	152-35

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OF-CONIFER	152-36	OP-SUCCULENT	154-54
OF-DED. SHRUB	152-37	OP-TURF	154-55
OF-DEC. TREE	152-38	OP-VINE	154-56
OF-EVG. SHRUB	152-39	ORANGE	2006-00
OF-EVG. TREE	152-40	ORANGE PROCESS	2006-89
OF-FERN	152-41	ORCHARD FLOOR	28509-94
OF-FLOWER SEED	152-44	OT-AZALEA	156-30
OF-FLOWERING PLANT	152-42	OT-BULB	156-31
OF-FLOWERING TREE	152-43	OT-CACTUS	156-32
OF-FOLIAGE PLANT	152-45	OT-CARNATION	156-33
OF-GROUND COVER	152-46	OT-CHRSTMS TREE	156-34
OF-HOUSE PLANT	152-47	OT-CHRYSANTHMUM	156-35
OF-ICEPLANT	152-48	OT-CONIFER	156-36
OF-IVY	152-49	OT-DEC. SHRUB	156-37
OF-JUNIPER	152-50	OT-DEC. TREE	156-38
OF-PALM	152-51	OT-EVG. SHRUB	156-39
OF-PINE TREE	152-52	OT-EVG. TREE	156-40
OF-ROSE	152-53	OT-FERN	156-41
OF-SUCCULENT	152-54	OT-FLOWER SEED	156-44
OF-TURF	152-55	OT-FLOWERING PLANT	156-42
OF-VINE	152-56	OT-FLOWERING TREE	156-43
OILSEED	27000-00	OT-FOLIAGE PLANT	156-45
OKRA	15015-00	OT-GROUND COVER	156-46
OLIVE	28014-00	OT-HOUSE PLANT	156-47
ONION DRY	14011-00	OT-ICEPLANT	156-48
ONION DRY SEED	14011-04	OT-IVY	156-49
ONION GREEN	16004-00	OT-JUNIPER	156-50
ONION GREEN SEED	16004-04	OT-PALM	156-51
OP-AZALEA	154-30	OT-PINE TREE	156-52
OP-BULB	154-31	OT-ROSE	156-53
OP-CACTUS	154-32	OT-SUCCULENT	156-54
OP-CARNATION	154-33	OT-TURF	156-55
OP-CHRSTMS TREE	154-34	OT-VINE	156-56
OP-CHRYSANTHMUM	154-35	PAPAYA	6010-00
OP-CONIFER	154-36	PARSLEY	13022-00
OP-DEC. SHRUB	154-37	PARSLEY SEED	13022-04
OP-DEC. TREE	154-38	PARSNIP	14012-00
OP-EVG. SHRUB	154-39	PARSNIP SEED	14012-04
OP-EVG. TREE	154-40	PASTURELAND	28035-00
OP-FERN	154-41	PEACH	5004-00
OP-FLOWER SEED	154-44	PEACH PROCESSING	5004-89
OP-FLOWERING PLANT	154-42	PEANUT	29126-00
OP-FLOWERING TREE	154-43	PEAR	4003-00
OP-FOLIAGE PLANT	154-45	PEAR PROCESSING	4003-89
OP-GROUND COVER	154-46	PEAR ASIAN	4501-00
OP-HOUSE PLANT	154-47	PEAS	29127-00
OP-ICEPLANT	154-48	PEAS FOR/FOD	23008-00
OP-IVY	154-49	PEAS PROCESSING	29127-89
OP-JUNIPER	154-50	PEAS SEED	29127-04
OP-PALM	154-51	PECAN	3008-00
OP-PINE TREE	154-52	PEPPER FRUITING	11003-00
OP-ROSE	154-53	PEPPER FRUITING SD	11003-04

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PEPPER SPICE	8050-00	SAVOY CABBAGE	13505-00
PEPPER SPICE SEED	8050-04	SESAME SEED	28018-00
PERSIAN MELON	29122-15	SHALLOT	14017-00
PERSIMMON	6012-00	SHARLYN MELON	29122-17
PIG	52018-00	SHEEP/LAMB	52013-00
PIMENTO	11004-00	SHINGI KU	13046-00
PIMENTO SEED	11004-04	SOIL FUMI/PREPLANT	40008-00
PINEAPPLE	6013-00	SORGHUM FOR/FOD	22004-00
PISTACHIO	3011-00	SORGHUM MILO	29131-00
PLUM	5005-00	SORGHUM SEED	29131-04
PLUOT	5505-00	SOYBEAN	28023-00
POME FRUIT	4000-00	SOYBEAN GRAIN	15010-00
POMEGRANATE	6015-00	SOYBEAN OIL	27010-00
POMELO	2012-00	SOYBEAN SEED	28023-04
POTATO	14013-00	SOYBEAN SPROUT	15029-00
POTATO SEED	14013-04	SPINACH	13024-00
POULTRY	55000-00	SPINACH SEED	13024-04
PREPLANT/SOIL FUM	40008-00	SQUASH	10012-00
PRUNE	5006-00	SQUASH, SUMMER	10013-00
PUBLIC HEALTH	50-00	SQUASH, WINTER	10014-00
PUBLIC HLT/PARK	50-20	SQUASH, ZUCCHINI	10015-00
PUMPKIN	10011-00	STONE FRUIT	5000-00
QUINCE	4004-00	STORAGE AREA/BOX	46000-00
RADICCHIO	13524-00	STRAWBERRY	1016-00
RADISH	14014-00	STRAWBERRY PROC	1016-89
RADISH SEED	14014-04	STRUCT PEST CNTL	10-00
RAMIE	21005-00	STRUCT PEST/PARK	10-20
RANGELAND	28045-00	SUDANGRASS	22011-00
RAPE (Canola)	28051-00	SUDANGRASS SEED	22011-04
RAPPINI	13052-00	SUGARBEET	29135-00
RASPBERRY	1006-00	SUGARBEET FOR/FOD	23009-00
RECREATION AREA	67002-00	SUGARCANE	25003-00
REG PEST CONTROL	100-00	SUNFLOWER	29133-00
REG PEST CTL/PARK	100-20	SUNFLOWER SEED	29133-04
RESERCH COMMODITY	99-00	SWEET BASIL	8006-00
RESEARCH/PARK	99-20	SWEET POTATO	14018-00
RESIDENTIAL	68002-00	SWIMMING POOL	65011-00
RESTAURANT	72000-00	SWISS CHARD	13025-00
RHUBARB	13023-00	TANGELO	2007-00
RICE	28072-00	TANGERINE	2008-00
RICE, WILD	24013-00	TARO ROOT	28047-00
RIGHTS OF WAY	40-00	TARRAGON	8041-00
RIGHTS/PARK	40-20	TIMOTHY	22029-00
RUTABAGA	14015-00	TOBACCO	26003-00
RYE	28064-00	TOMATILLO	11008-00
RYE SEED	28064-04	TOMATO	11005-00
RYEGRASS	22035-00	TOMATO PROCESSING	29136-00
SAFFLOWER	29129-00	TOMATO SEED	11005-04
SAFFLOWER SEED	29129-04	TRITICALE	24011-00
SAGE	8035-00	TROP/SUB FRUIT	6000-00
SALSIFY	28504-00	TURF/SOD	33008-00
SANTA CLARA MELON	29122-16	TURKEY	55008-00

Exhibit A, Attachment 2
STANDARD AGREEMENT

TURNIP	29137-00	VETCH	23010-00
TURNIP FOR/FOD	23501-00	WALNUT	3009-00
TURNIP SEED	29137-04	WATER (INDUSTRIAL)	65503-00
UNCUL NON-AG	67000-00	WATER AREA	65000-00
UNCULTIVATED AG	66000-00	WATER FILTER	65015-00
UNDECLARED COMM	99999-00	WATERCRESS	13027-00
VEGETABLE	28024-00	WATERMELON	10008-00
VEGETABLE FRUITING	11000-00	WHEAT	29139-00
VEGETABLE LEAF	13000-00	WHEAT FOR/FOD	22007-00
VEGETABLE ROOT	28061-00	WHEAT SEED	29139-04
VEGETABLE SEED	28024-04	WILD RICE	24013-00
VEGETABLE STEM	13043-00	YAM	14021-00
VERTEBRATE CNTL	80-00		

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 of this Exhibit.
- C. The Contractor shall submit, in arrears, not more frequently than monthly or less than quarterly, an invoice to DPR for costs incurred pursuant to this Agreement. Payments will be made in arrears upon receipt and approval of invoice as stated below. If it is noted that a county is deficient in sending the PUR data, payment will be withheld until receipt of said data.
- D. Each invoice shall contain the following information:
 - 1) The Agreement number;
 - 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 \$15,040.00. The total amount of this Agreement is based on an estimated number of pesticide use records to be submitted to the Contractor times \$.47 per record: \$15,040.00, as described in paragraph 5.J of Exhibit A of this Agreement.
- 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. **Approval**

This Agreement shall be in full force or effect pursuant to the commencement date identified on the signature page of this Agreement.

2. **Termination**

- A. The Department reserves the right to terminate this agreement without cause upon thirty (30) days written notice to the Contractor, 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 thirty (30) days written notice to contractor.

3. **Subcontracting**

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

4. **Amendment**

- A. No variation of the terms or conditions of this Agreement shall be valid without a written amendment to this Agreement. No oral understanding or agreement is binding on any of the parties.
- B. The Contractor shall submit a formal request for each amendment, including a revised Scope of Work, Budget, and Line item, if applicable, to the Contract Manager. Unless waived for good cause by the Contract Manager, all requests for amendments shall be received by the Contract Manager a minimum of seventy-five (75) calendar days prior to the expiration date of this Agreement.

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.

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> Riverside County		<i>Federal ID Number</i> 95-6000929
<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, 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.