

MEMORANDUM

PLACER COUNTY AGRICULTURE DEPARTMENT

TO: Honorable Board of Supervisors
FROM: Christine E. Turner, Agricultural Commissioner/Sealer
DATE: April 17, 2007

CE
ET


SUBJECT: Adopt a resolution authorizing the Agricultural Commissioner/Sealer to sign contract #07-0028C with the State Department of Pesticide Regulation for reimbursement up to a maximum of \$7,448 for Pesticide Application Reporting.

ACTION REQUESTED: Adopt a resolution authorizing the Agricultural Commissioner/Sealer to sign contract #07-0028C with the State Department of Pesticide Regulation for reimbursement up to a maximum of \$7,448 for Pesticide Application Reporting.

BACKGROUND: The California Department of Pesticide Regulation (DPR) provides reimbursement for various programs under the direction of the Agricultural Commissioner to help offset the costs to counties for enforcing mandated programs.

Under this contract, the County will be reimbursed up to a maximum of \$7,448 for processing and data entering pesticide use reports in accordance with State requirements.

ENVIRONMENTAL: This activity does not qualify as a project under the California Environmental Quality Act (CEQA).

FISCAL IMPACT: This will be an addition of \$2,776 into the General Fund Revenue.

RECOMMENDATION: Adopt a resolution authorizing the Agricultural Commissioner/Sealer to sign contract #07-0028C with the State Department of Pesticide Regulation for reimbursement up to a maximum of \$7,448 for Pesticide Application Reporting.

Attachments: Exhibit 1: Resolution
Exhibit 2: Contract

Before the Board of Supervisors County of Placer, State of California

In the matter of:
A RESOLUTION AUTHORIZING THE
AGRICULTURAL COMMISSIONER/SEALER
TO SIGN A CONTRACT #07-0028C WITH THE STATE
DEPARTMENT OF PESTICIDE REGULATION
IN THE AMOUNT OF \$7,448 FOR FY 2007-08

Resol. No.: _____

Ord. No.: _____

First Reading: _____

The following RESOLUTION was duly passed by the Board of Supervisors

of the County of Placer at a regular meeting held April 17, 2007

by the following vote on roll call:

Ayes:

Noes:

Absent:

Signed and approved by me after its passage.

Chair, Board of Supervisors

Attest:
Clerk of said Board

BE IT HEREBY RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF PLACER, STATE OF CALIFORNIA, that this Board authorizes and directs the Agricultural Commissioner/Sealer to sign State contract #07-0028C with the State of California, Department of Pesticide Regulation, for pesticide application reporting activities for the 2007-2008 fiscal year.

AGREEMENT NUMBER 07-0028C
REGISTRATION NUMBER 39300407170834

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

STATE AGENCY'S NAME
CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION

CONTRACTOR'S NAME
PLACER COUNTY

2. The term of this Agreement is: **July 1, 2007** or upon final approval, whichever occurs later, through **June 30, 2008**

3. The maximum amount of this Agreement is: **\$ 7,448.00**
Seven Thousand Four Hundred Forty Eight 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	2 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
Check mark one item below as Exhibit D:	
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	1 pages
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – Additional Provisions	XX pages

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 hereto.

CONTRACTOR		California Department of General Services Use Only Approved by DPR Date: _____
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) Placer County		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Christine Turner, CAC		
ADDRESS 11477 E Avenue, Auburn CA 95603-2799		
STATE OF CALIFORNIA		
AGENCY NAME California Department of Pesticide Regulation		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Tiffany Donohue, Business Services Manager		
ADDRESS 1001 I Street, P.O. Box 4015, Sacramento, CA 95812-4015		

Exempt per: SAM 1233 3.b.
 MM03-10, Attachment C, #3

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SCOPE OF WORK

1. This Contract Agreement is entered into by and between the Department of Pesticide Regulation (DPR), Pest Management & Licensing Branch and Placer County (Contractor), 11477 E Avenue, Auburn, CA 95603-2799.
2. The Contractor shall provide electronic submittal of pesticide use report records and shall provide data to DPR on floppy disc, 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, 2007 through June 30, 2008, as identified on the first page of the Agreement.
4. The Project Coordinator during the term of this Agreement will be:
 - A. **Ria Spencer** shall be the Project Coordinator for this agreement.
 - B. All official communications from the Contractor to DPR, shall be directed to the attention of the Project Coordinator or designee at the following address and phone/fax numbers:

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

Phone (916) 445-4104

Fax (916) 445-3907

Email address: purdata@cdpr.ca.gov

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

Placer County
11477 E Avenue
Auburn, CA 95603-2799

Phone (530) 889-7372

Fax (530) 823-1698

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 report applications for the period July 1, 2007 through June 30, 2008 meeting the data requirements as stated herein on a monthly basis. (CalTrans data should not be sent by the Contractor to avoid duplication.)

- B. Data must be submitted on either 3-1/2" or 5-1/4" floppy disks or 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, and if it is being sent on a disk it must also include the disk number.
- 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 disk sequence number.
- D. Each file shall include data for one calendar year only. Data for overlapping years may be on a single disk, but each year shall be in a separate file and labeled appropriately.
- 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 \$.47 per record and is calculated using a rolling three-year (2003 - 2005) average number of pesticide use records received by DPR.

External interface Data Format

Job Report (39-025/33-126X) (Type A), Rev. December, 1998

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'.
GROWER_ID	11	X	27 - 37	County assigned grower ID code (CCYYCCXXXXX).
CEDTS_IND	1	X	38	'E', 'I'.
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 "Most Common Commodity Codes" 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.

- 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/DISK.

IV-95 Output Data Format
 Monthly Production Agriculture Summary (33-017) (Type B), Rev. December, 1998

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'
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 "Most Common Commodity Codes" 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.

- 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/DISK.

Output Data Format

Monthly Summary (30-060) (Type C), Rev. December, 1998				
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 (LICENSE_NO.)	11	X	27 - 37	See Type A. (Required if no
CEDTS_IND	1	X	38	'E', 'I'.
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 list	6	N	62 - 67	From "Most Common Commodity Codes" (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 'L', 'ML'	2	X	111 - 112	'LB', 'OZ', 'GA', 'QT', 'PT', 'KG', 'GR'.
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/DISK.

Output Data Format
 Monthly Summary Count of Applications (39-060) (Type D), Rev. December, 1998

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/DISK.

Use Report Data--Key Data Instructions, Rev. December, 1998

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 Agricultural Summary (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 MMYYY.
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_CND_IND	Indicator for application. Listed as 'A' (air), 'G' (ground), or 'O' (other).
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
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).

Variable	Description and Coding Instructions
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 site codes. 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. Alternate units may be used for applications which do not allow reporting in acres.
UNIT_TREATED	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.
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).
LICENSE_NO	PCO license number. (Required for type 'C' records only...needed if GROWER_ID is blank.)

Variable	Description and Coding Instructions
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.)

Commodity Codes By Name

AIRPORT	67001-00	BROCCOLI PROCESS	13005-89
ALFALFA	23001-00	BROCCOLI SEED	13005-04
ALFALFA SEED	23001-04	BRUSSEL SPROUT	13006-00
ALFALFA SPROUT	15021-00	BRUSSEL SPROUT SEED	13006-04
ALMOND	3001-00	BUSHBERRY	1023-00
ALOE VERA	27501-00	CABBAGE	13007-00
ANIMAL PREMISE	61001-00	CABBAGE SEED	13007-04
ANISE	8004-00	CACTUS LEAF	13048-00
ANISE SEED	8004-04	CACTUS PEAR	6028-00
APPLE	4001-00	CANOLA (Rape)	28051-00
APRICOT	5001-00	CANTALOUPE	10002-00
ARRUGULA	13056-00	CARDOON	13032-00
ARTICHOKE	13018-00	CARROT	29111-00
ARTICHOKE SEED	13018-04	CARROT FOR/FOD	23025-00
ASIAN PEAR	4501-00	CARROT PROCESS	29111-89
ASPARAGUS	16002-00	CARROT SEED	29111-04
ASPARAGUS SEED	16002-04	CASABA MELON	29122-10
AVOCADO	28000-00	CASHEW	3003-00
BAMBOO SHOOT	13051-00	CASTORBEAN	27001-00
BANANA	6002-00	CASTORBEAN SEED	27001-04
BARLEY	29103-00	CATTLE	52003-00
BARLEY FOR/FOD	22008-00	CAULIFLOWER	13008-00
BARLEY SEED	29103-04	CAULIFLOWER PROC	13008-89
BEAN DRIED	15001-00	CAULIFLOWER SEED	13008-04
BEAN DRIED SEED	15001-04	CELERIAC	14004-00
BEAN FAVA	28059-00	CELERY	29113-00
BEAN GARBANZO	15032-00	CELERY SEED	29113-04
BEAN LIMA	15003-10	CHAYOTE	10030-00
BEAN SPROUT	15013-00	CHERIMOYA	6030-00
BEAN SUC SEED	15003-04	CHERRY	5002-00
BEAN SUCCULENT	15003-00	CHERVIL	13055-00
BEAN UNSPEC SEED	28001-04	CHESTNUT	3004-00
BEAN UNSPECIFIED	28001-00	CHICKEN	55001-00
BEEHIVE	61008-00	CHICORY	28034-00
BEET	29109-00	CHINESE GREENS	13999-00
BEET FOR/FOD	23036-00	CHINESE GREENS SD	13999-04
BEET SEED	29109-04	CHIVE	14005-00
BERMUDAGRASS	22017-00	CHIVE SEED	14005-04
BERMUDAGRASS SEED	22017-04	CHRISTMAS TREE	30005-00
BEVERAGE CROP	7000-00	CILANTRO	13501-00
BIRDSFT TREEFOIL	23011-00	CITRUS	2000-00
BITTER MELON	10017-00	CLOVER	23003-00
BLACKBERRY	1002-00	CLOVER SEED	23003-04
BLDG/AG FARM	61000-00	COCONUT	28004-00
BLDS/NON-AG OUTDR	67003-00	COLE CROP	13004-00
BLUEBERRY	1009-00	COLLARD	13009-00
BOAT/PIER	69000-00	COLLARD SEED	13009-04
BOK CHOY LSE LF	13502-00	COMM FUMIGATION	90-00
BOYSENBERRY	1003-00	COMM PUMIG/PARK	90-20
BROCCOFLOWER	13525-00	CORN FOR/FOD	22005-00
BROCCOLI	13005-00	CORN HUMAN CONSUMP	29119-00

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CORN HUMAN SEED	29119-04	GF-EVG. SHRUB	151-39
CORN SALAD	13013-00	GF-EVG. TREE	151-40
COTTON	29121-00	GF-FERN	151-41
COTTON FOR/FOD	23005-00	GF-FLOWER SEED	151-44
COTTON PIMA	29121-10	GF-FLOWERING PLANT	151-42
COTTON SEED	29121-04	GF-FLOWERING TREE	151-43
COTTONSEED OL	27003-00	GF-FOLIAGE PLANT	151-45
COUNTY AG COMM	60-00	GF-GROUND COVER	151-46
CRANBERRY	1010-00	GF-HOUSE PLANT	151-47
CRENSHAW MELON	29122-11	GF-ICEPLANT	151-48
CUCUMBER	10010-00	GF-IVY	151-49
CURRENT	1011-00	GF-JUNIPER	151-50
DAIKON	14023-00	GF-PALM	151-51
DAIRY EQUIPMENT	60000-00	GF-PINE TREE	151-52
DANDELION GREEN	13014-00	GF-ROSE	151-53
DATE	6004-00	GF-SUCCULENT	151-54
DEWBERRY	1004-00	GF-TURF	151-55
DILL	8015-00	GF-VINE	151-56
DITCH BANK	65021-00	GINGER	8019-00
DRIED FRUIT	43026-00	GOOSEBERRY	1013-00
DUCK	55002-00	GOURD	10026-00
EDIBLE FLOWER	29008-00	GP-AZALEA	153-30
EGG	55501-00	GP-BULB	153-31
EGGPLANT	11001-00	GP-CACTUS	153-32
ENDIVE (ESCAROLE)	13015-00	GP-CARNATION	153-33
ENDIVE SEED	13015-04	GP-CHRSTMS TREE	153-34
FARM/AG BLDG	61000-00	GP-CHRYSANTHMUM	153-35
FAVA BEAN	28059-00	GP-CONIFER	153-36
FENNEL	28008-00	GP-DEC. SHRUB	153-37
FIBER CROP	21000-00	GP-DEC. TREE	153-38
FIG	6005-00	GP-EVG. SHRUB	153-39
FLAX	28009-00	GP-EVG. TREE	153-40
FLAX SEED	28009-04	GP-FERN	153-41
FLOWER EDIBLE	29008-00	GP-FLOWER SEED	153-44
FOOD PROC PLANT	71000-00	GP-FLOWERING PLANT	153-42
FORAGE HAY/SILAGE	22000-00	GP-FLOWERING TREE	153-43
FOREST, TIMBERLAND	30000-00	GP-FOLIAGE PLANT	153-45
FRUIT, DRIED	43026-00	GP-GROUND COVER	153-46
FRUIT(SMALL)& BERRY	1000-00	GP-HOUSE PLANT	153-47
FUMIGATION, OTHER	91-00	GP-ICEPLANT	153-48
FUMIG/OTHER/PARK	91-20	GP-IVY	153-49
GAI CHOY LOOSE LF	13509-00	GP-JUNIPER	153-50
GAI LON TIGHT HD	13903-00	GP-PALM	153-51
GARBANZO BEAN	15032-00	GP-PINE TREE	153-52
GARLIC	14007-00	GP-ROSE	153-53
GF-AZALEA	151-30	GP-SUCCULENT	153-54
GF-BULB	151-31	GP-TURF	153-55
GF-CACTUS	151-32	GP-VINE	153-56
GF-CARNATION	151-33	GRAIN	28078-00
GF-CHRSTMS TREE	151-34	GRANARY	46502-00
GF-CHRYSANTHMUM	151-35	GRAPE	29141-00
GF-CONIFER	151-36	GRAPE, RAISIN	29141-89
GF-DEC. SHRUB	151-37	GRAPE, WINE	29143-00
GF-DEC. TREE	151-38	GRAPEFRUIT	2002-00

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

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OF-GROUND COVER	152-46	OT-CONIFER	156-36
OF-HOUSE PLANT	152-47	OT-DEC. SHRUB	156-37
OF-ICEPLANT	152-48	OT-DEC. TREE	156-38
OF-IVY	152-49	OT-EVG. SHRUB	156-39
OF-JUNIPER	152-50	OT-EVG. TREE	156-40
OF-PALM	152-51	OT-FERN	156-41
OF-PINE TREE	152-52	OT-FLOWER SEED	156-44
OF-ROSE	152-53	OT-FLOWERING PLANT	156-42
OF-SUCCULENT	152-54	OT-FLOWERING TREE	156-43
OF-TURF	152-55	OT-FOLIAGE PLANT	156-45
OF-VINE	152-56	OT-GROUND COVER	156-46
OILSEED	27000-00	OT-HOUSE PLANT	156-47
OKRA	15015-00	OT-ICEPLANT	156-48
OLIVE	28014-00	OT-IVY	156-49
ONION DRY	14011-00	OT-JUNIPER	156-50
ONION DRY SEED	14011-04	OT-PALM	156-51
ONION GREEN	16004-00	OT-PINE TREE	156-52
ONION GREEN SEED	16004-04	OT-ROSE	156-53
OP-AZALEA	154-30	OT-SUCCULENT	156-54
OP-BULB	154-31	OT-TURF	156-55
OP-CACTUS	154-32	OT-VINE	156-56
OP-CARNATION	154-33	PAPAYA	6010-00
OP-CHRSTMS TREE	154-34	PARSLEY	13022-00
OP-CHRYSANTHMUM	154-35	PARSLEY SEED	13022-04
OP-CONIFER	154-36	PARSNIP	14012-00
OP-DEC. SHRUB	154-37	PARSNIP SEED	14012-04
OP-DEC. TREE	154-38	PASTURELAND	28035-00
OP-EVG. SHRUB	154-39	PEACH	5004-00
OP-EVG. TREE	154-40	PEACH PROCESSING	5004-89
OP-FERN	154-41	PEANUT	29126-00
OP-FLOWER SEED	154-44	PEAR	4003-00
OP-FLOWERING PLANT	154-42	PEAR PROCESSING	4003-89
OP-FLOWERING TREE	154-43	PEAR ASIAN	4501-00
OP-FOLIAGE PLANT	154-45	PEAS	29127-00
OP-GROUND COVER	154-46	PEAS FOR/FOD	23008-00
OP-HOUSE PLANT	154-47	PEAS PROCESSING	29127-89
OP-ICEPLANT	154-48	PEAS SEED	29127-04
OP-IVY	154-49	PECAN	3008-00
OP-JUNIPER	154-50	PEPPER FRUITING	11003-00
OP-PALM	154-51	PEPPER FRUITING SD	11003-04
OP-PINE TREE	154-52	PEPPER SPICE	8050-00
OP-ROSE	154-53	PEPPER SPICE SEED	8050-04
OP-SUCCULENT	154-54	PERSIAN MELON	29122-15
OP-TURF	154-55	PERSIMMON	6012-00
OP-VINE	154-56	PIG	52018-00
ORANGE	2006-00	PIMENTO	11004-00
ORANGE PROCESS	2006-89	PIMENTO SEED	11004-04
ORCHARD FLOOR	28509-94	PINEAPPLE	6013-00
OT-AZALEA	156-30	PISTACHIO	3011-00
OT-BULB	156-31	PLUM	5005-00
OT-CACTUS	156-32	PLUOT	5505-00
OT-CARNATION	156-33	POME FRUIT	4000-00
OT-CHRSTMS TREE	156-34	POMEGRANATE	6015-00
OT-CHRYSANTHMUM	156-35	POMELO	2012-00

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POTATO	14013-00	SPINACH SEED	13024-04
POTATO SEED	14013-04	SQUASH	10012-00
POULTRY	55000-00	SQUASH, SUMMER	10013-00
PREPLANT/SOIL FUM	40008-00	SQUASH, WINTER	10014-00
PRUNE	5006-00	SQUASH, ZUCCHINI	10015-00
PUBLIC HEALTH	50-00	STONE FRUIT	5000-00
PUBLIC HLT/PARK	50-20	STORAGE AREA/BOX	46000-00
PUMPKIN	10011-00	STRAWBERRY	1016-00
QUINCE	4004-00	STRAWBERRY PROC	1016-89
RADICCHIO	13524-00	STRUCT PEST CNTL	10-00
RADISH	14014-00	STRUCT PEST/PARK	10-20
RADISH SEED	14014-04	SUDANGRASS	22011-00
RAMIE	21005-00	SUDANGRASS SEED	22011-04
RANGELAND	28045-00	SUGARBEET	29135-00
RAPE (Canola)	28051-00	SUGARBEET FOR/FOD	23009-00
RAPPINI	13052-00	SUGARCANE	25003-00
RASPBERRY	1006-00	SUNFLOWER	29133-00
RECREATION AREA	67002-00	SUNFLOWER SEED	29133-04
REG PEST CONTROL	100-00	SWEET BASIL	8006-00
REG PEST CTL/PARK	100-20	SWEET POTATO	14018-00
RESERCH COMMODITY	99-00	SWIMMING POOL	65011-00
RESEARCH/PARK	99-20	SWISS CHARD	13025-00
RESIDENTIAL	68002-00	TANGELO	2007-00
RESTAURANT	72000-00	TANGERINE	2008-00
RHUBARB	13023-00	TARO ROOT	28047-00
RICE	28072-00	TARRAGON	8041-00
RICE, WILD	24013-00	TIMOTHY	22029-00
RIGHTS OF WAY	40-00	TOBACCO	26003-00
RIGHTS/PARK	40-20	TOMATILLO	11008-00
RUTABAGA	14015-00	TOMATO	11005-00
RYE	28064-00	TOMATO PROCESSING	29136-00
RYE SEED	28064-04	TOMATO SEED	11005-04
RYEGRASS	22035-00	TRITICALE	24011-00
SAFFLOWER	29129-00	TROP/SUB FRUIT	6000-00
SAFFLOWER SEED	29129-04	TURF/SOD	33008-00
SAGE	8035-00	TURKEY	55008-00
SALSIFY	28504-00	TURNIP	29137-00
SANTA CLARA MELON	29122-16	TURNIP FOR/FOD	23501-00
SAVOY CABBAGE	13505-00	TURNIP SEED	29137-04
SESAME SEED	28018-00	UNCUL NON-AG	67000-00
SHALLOT	14017-00	UNCULTIVATED AG	66000-00
SHARLYN MELON	29122-17	UNDECLARED COMM	99999-00
SHEEP/LAMB	52013-00	VEGETABLE	28024-00
SHINGI KU	13046-00	VEGETABLE FRUITING	11000-00
SOIL FUMI/PREPLANT	40008-00	VEGETABLE LEAF	13000-00
SORGHUM FOR/FOD	22004-00	VEGETABLE ROOT	28061-00
SORGHUM MILO	29131-00	VEGETABLE SEED	28024-04
SORGHUM SEED	29131-04	VEGETABLE STEM	13043-00
SOYBEAN	28023-00	VERTEBRATE CNTL	80-00
SOYBEAN GRAIN	15010-00	VETCH	23010-00
SOYBEAN OIL	27010-00	WALNUT	3009-00
SOYBEAN SEED	28023-04	WATER (INDUSTRIAL)	65503-00
SOYBEAN SPROUT	15029-00	WATER AREA	65000-00
SPINACH	13024-00	WATER FILTER	65015-00

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WATERCRESS	13027-00	WHEAT SEED	29139-04
WATERMELON	10008-00	WILD RICE	24013-00
WHEAT	29139-00	YAM	14021-00
WHEAT FOR/FOD	22007-00		

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, 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, no 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.

Payment Schedule:

- 1) 1st payment will be one fourth of the Agreement amount payable by January 1 of the year following the applications for July, August, and September.
 - 2) 2nd payment will be one fourth of the Agreement amount payable by April 1 of the year following the applications for October, November, and December.
 - 3) 3rd payment will be one fourth of the Agreement amount payable by June 15 of the same year following the applications for January, February, and March.
 - 4) 4th payment will be one fourth of the Agreement amount payable by September 1 of the same year following the applications for April, May, and June.
- 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 printed letterhead identified by a control number to:

Department of Pesticide Regulation
Pest Management and Licensing Branch
Attn: Ria Spencer
P.O. Box 4015, MS 3C
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 of the Project Coordinator, 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.

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. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to the Contractor to reflect the reduced amount.

3. **Prompt Payment Clause**

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

4. **Budget**

- A. The total amount of the Agreement shall not exceed \$7,448.00. The total amount of this Agreement is based on a rolling three-year average number of pesticide use records submitted to the Contractor (2003 – 2005) times \$.47 per record: \$7,448.00, 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.

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. **Cancellation Clause**

This Agreement may be amended or canceled at any time by either party in writing within thirty (30) calendar days advance notice. If canceled final payment shall be made to the Contractor only for performance and costs authorized up to the date of cancellation upon receipt of the final invoice.

3. **Amendment**

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.

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CERTIFICATION

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

<i>Contractor/Bidder Firm Name (Printed)</i>		<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 lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

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

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

6. SWEATFREE CODE OF CONDUCT:

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

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

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

7. DOMESTIC PARTNERS: For contracts 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.

