

File No. 110606

Committee Item No. _____
Board Item No. 50

COMMITTEE/BOARD OF SUPERVISORS
AGENDA PACKET CONTENTS LIST

Board of Supervisors Meeting

Date: May 17, 2011

Cmte Board

- | | | |
|--------------------------|-------------------------------------|----------------------------------------------|
| <input type="checkbox"/> | | Motion |
| <input type="checkbox"/> | x | Resolution |
| <input type="checkbox"/> | <input type="checkbox"/> | Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Digest |
| <input type="checkbox"/> | <input type="checkbox"/> | Budget Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Youth Commission Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Introduction Form (for hearings) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/> | <input type="checkbox"/> | MOU |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Grant Information Form |
| <input type="checkbox"/> | <input type="checkbox"/> | Grant Budget |
| <input type="checkbox"/> | <input type="checkbox"/> | Subcontract Budget |
| <input type="checkbox"/> | <input type="checkbox"/> | Contract/Agreement |
| <input type="checkbox"/> | <input type="checkbox"/> | Award Letter |
| <input type="checkbox"/> | <input type="checkbox"/> | Application |
| <input type="checkbox"/> | <input type="checkbox"/> | Public Correspondence |

OTHER (Use back side if additional space is needed)

Completed by: Annette Lonich Date: May 12, 2011

An asterisked item represents the cover sheet to a document that exceeds 25 pages.
The complete document is in the file.

INTRODUCTION FORM

By a member of the Board of Supervisors or the Mayor

Time Stamp or
Meeting Date

I hereby submit the following item for introduction:

- 1. For reference to Committee:
 An ordinance, resolution, motion, or charter amendment
- 2. Request for next printed agenda without reference to Committee
- 3. Request for Committee hearing on a subject matter
- 4. Request for letter beginning "Supervisor _____ inquires..."
- 5. City Attorney request
- 6. Call file from Committee
- 7. Budget Analyst request (attach written motion).
- 8. Substitute Legislation File Nos.
- 9. Request for Closed Session
- 10. Board to Sit as A Committee of the Whole
- 11. Question(s) submitted for Mayoral Appearance before the BOS on _____

Please check the appropriate boxes. The proposed legislation should be forwarded to the following:

- | | |
|---------------------------------------------------------|----------------------------------------------|
| <input type="checkbox"/> Small Business Commission | <input type="checkbox"/> Youth Commission |
| <input type="checkbox"/> Ethics Commission | <input type="checkbox"/> Planning Commission |
| <input type="checkbox"/> Building Inspection Commission | |

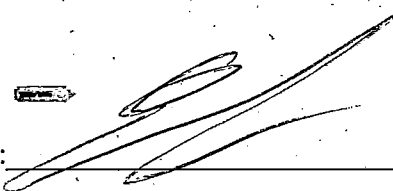
Note: For the Imperative Agenda (a resolution not on the printed agenda), use a different form.]

Sponsor(s): Supervisor Eric Mar

Accept and expend State Grant -- Pesticide Use Reporting (PUR)

SUBJECT: \$2,528

The text is listed below or attached:

Signature of Sponsoring Supervisor: 

For Clerk's Use Only:

1 [Accept and Expend Grant - Pesticide Use Reporting - \$2,528]

2
3 **Resolution authorizing the Department of Public Health to accept and expend a grant**
4 **(Agreements #11-C0035) in the amount of \$2,528 from the California Department of**
5 **Pesticide Regulation to fund the program entitled "Pesticide Use Reporting" for the**
6 **period of July 1, 2011, through June 30, 2012, and waiving indirect costs.**

7
8 WHEREAS, California Department of Pesticide Regulation (CDPR) has agreed to fund
9 DPH in the amount of \$2,528 for the period of July 1, 2011 through June 30, 2012; and,

10 WHEREAS, As a condition of receiving the grant funds, the CDPR requires the City to
11 comply with the terms of two separate agreements (the "Agreements"), copies of which are on
12 file with the Clerk of Board of Supervisors in File No.110606; which is hereby declared to be a
13 part of this resolution as if set forth fully herein; and,

14 WHEREAS, An ASO amendment is not required as the grant partially reimburses DPH
15 for one existing position, one Industrial Hygienist (Job Class #6138) at 0.04 FTE, for the
16 period of July 1, 2011 through June 30, 2012; and,

17 WHEREAS, Pesticide Use Reporting (PUR) grant does not contain indirect costs
18 because the CDPR prohibits including indirect costs in the budget; now, therefore, be it

19 RESOLVED, That DPH is hereby authorized to accept and expend a grant in the
20 amount of \$2,528 from the California Department of Pesticide Regulation (CDPR); and, be it

21 FURTHER RESOLVED, That DPH is hereby authorized to accept and expend the
22 grant funds pursuant to San Francisco Administrative Code section 10.170-1; and, be it

23 FURTHER RESOLVED, That the Board of Supervisors hereby waives inclusion of
24 indirect costs; and, be it

FILE NO.

RESOLUTION NO.

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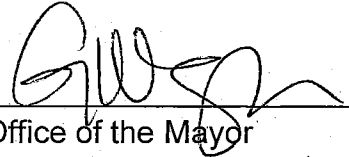
FURTHER RESOLVED, That the Director of Health is authorized to enter into the agreement on behalf of the City.

RECOMMENDED:



Barbara A. Garcia, MPA
Director of Health

APPROVED:


Office of the Mayor
Office of the Controller

FILE NO.

RESOLUTION NO.

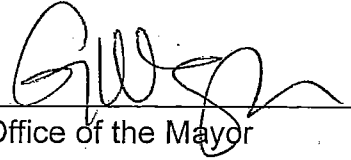
1 FURTHER RESOLVED, That the Director of Health is authorized to enter into the
2 agreement on behalf of the City.
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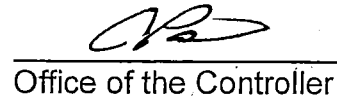
5 RECOMMENDED:

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8 Barbara A. Garcia, MPA
9 Director of Health

APPROVED:

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11 Office of the Mayor

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13 Office of the Controller
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Edwin M. Lee
Mayor

Barbara A. Garcia, MPA
Director of Health

TO: Angela Calvillo, Clerk of the Board of Supervisors
FROM: Barbara A. Garcia, MPA
Director of Health
DATE: April 6, 2011
SUBJECT: Grant Accept and Expend
GRANT TITLE: Pesticide Use Reporting (PUR) - \$2,528

Attached please find the original and 4 copies of each of the following:

- Proposed grant resolution, original signed by Department
- Grant information form, including disability checklist -
- Budget and Budget Justification
- Grant application: Not Applicable. No application submitted. Asked to participate in the project.
- Agreement / Award Letter
- Other (Explain):

Special Timeline Requirements:

Departmental representative to receive a copy of the adopted resolution:

Name: Richelle-Lynn Mojica

Phone: 255-3555

Interoffice Mail Address: Dept. of Public Health, Office of Quality Management for
Community Programs, 1380 Howard St.

Certified copy required Yes

No

File Number: _____
(Provided by Clerk of Board of Supervisors)

Grant Information Form
(Effective March 2005)

Purpose: Accompanies proposed Board of Supervisors resolutions authorizing a Department to accept and expend grant funds.

The following describes the grant referred to in the accompanying resolution:

1. Grant Title: **Pesticide Use Reporting (PUR) Agreement # 11-C0035**
2. Department: **Department of Public Health, Environmental Health Section, 1390 Market St., Ste. 210
San Francisco, CA 94102**
3. Contact Person: **Miguel A. Monroy** Telephone: **415-252-3939**
4. Grant Approval Status (check one):
 Approved by funding agency Not yet approved
5. Amount of Grant Funding Approved or Applied for: **\$2,528.00**

- 6a. Matching Funds Required: **\$0**
- b. Source(s) of matching funds (if applicable):

- 7a. Grant Source Agency: **California Department of Pesticide Regulation (CDPR)**
- b. Grant Pass-Through Agency (if applicable): **N/A**

8. Proposed Grant Project Summary:

Pesticide Use Reporting (PUR): The purpose of the Pesticide Use Reporting contract is to gather county information regarding the trends of pesticide use. California's pesticide regulatory program is considered by many to be a model program and its pesticide use reporting program is recognized as the most comprehensive in the world. The California Department of Pesticide Regulation (DPR) analyzes PUR data statewide to provide both an overview of pesticide use in California and, along with information from other sources, provide some explanations for the trends of pesticide use. Data from these reports provide beneficial information pertaining to worker health and safety, public health, endangered species, water quality, air quality, pest management, and processor and retailer pesticide use requirements.

9. Grant Project Schedule, as allowed in approval documents, or as proposed:

Start-Date: **07/01/2011**

End-Date: **06/30/2012**

10a. Amount budgeted for contractual services: **N/A**

b. Will contractual services be put out to bid? **N/A**

c. If so, will contract services help to further the goals of the department's MBE/WBE requirements? **N/A**

d. Is this likely to be a one-time or ongoing request for contracting out? **N/A**

11a. Does the budget include indirect costs? Yes No

b1. If yes, how much? \$ N/A
b2. How was the amount calculated? N/A

c. If no, why are indirect costs not included?
 Not allowed by granting agency To maximize use of grant funds on direct services
 Other (please explain):

12. Any other significant grant requirements or comments:

DPH received the State contract for Pesticide Use Reporting Program on 3/10/2011 with the start date of July 1, 2011.

GRANT CODE (Please include Grant Code in FAMIS): HCHPBINSPECT - 48999


****Disability Access Checklist****

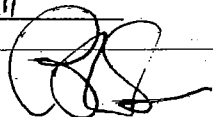
13. This Grant is intended for activities at (check all that apply):

- | | | |
|------------------------------------------------------|-----------------------------------------------------------|-----------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Existing Site(s) | <input checked="" type="checkbox"/> Existing Structure(s) | <input checked="" type="checkbox"/> Existing Program(s) or Service(s) |
| <input type="checkbox"/> Rehabilitated Site(s) | <input type="checkbox"/> Rehabilitated Structure(s) | <input type="checkbox"/> New Program(s) or Service(s) |
| <input type="checkbox"/> New Site(s) | <input type="checkbox"/> New Structure(s) | |

14. The Departmental ADA Coordinator and/or the Mayor's Office on Disability have reviewed the proposal and concluded that the project as proposed will be in compliance with the Americans with Disabilities Act and all other Federal, State and local access laws and regulations and will allow the full inclusion of persons with disabilities, or will require unreasonable hardship exceptions, as described in the comments section:

Comments:

Departmental or Mayor's Office of Disability Reviewer: 
Jason Hashimoto

Date Reviewed: 4/14/11


Department Approval: Barbara A. Garcia, MPA Director of Public Health
(Signature)



City and County of San Francisco
 DEPARTMENT OF PUBLIC HEALTH
 ENVIRONMENTAL HEALTH SECTION

Edwin Lee, Mayor
 Barbara Garcia, Director of Health
 Rajiv Bhatia, M.D., M.P.H.
 Director of EHS & OSH
 Miguel A. Monroy
 Agricultural Commissioner

Pesticide Enforcement Program

Department of Pesticide Regulation
 Pest Management and Licensing Branch
 1001 I Street, MS 3A
 Sacramento, CA 95812-4015

Date: 14-Mar-11

2011/2012 Pesticide Use Reporting Budget

CONTRACT # 11-C0035

BUDGET PERIOD FROM 7/1/2011 TO 6/30/2012

Description	Rate	# of Reports	Total
Pesticide Use Reports	0.47	5378	\$ 2,528

Budget Justification:

For each pesticide use report entered, the DPR will pay the county \$0.47. Averaging the amount of use reports based on the three prior years, the DPR projected San Francisco County would enter approximately 5,378 reports. The 5,378 report entries at a rate of \$0.47 determined the contract total of \$2,528.00.

ENFORCEMENT OF CA ORGANIC FOODS ACT
Contract # 04-0029

Registration and renewals
Spot Inspections
Soil and tissue sampling
Complaint Investigations

REGISTRATION AND RENEWALS

Initial registration of organic handler: \$50.00

Registration renewal or organic handler done by CDFA- Organic Program: \$15.00

ORGANIC SPOT INSPECTION:

\$ 70.00 / inspection

\$ 70.00 plus \$ 5.00 for every production site (stalls) at the Farmers Markets

1- Handler

3-Retailers

0- Farmers Markets

SOIL AND TISSUE SAMPLING

\$ 70.00 / residue sample taken as assigned

COMPLAINT INVESTIGATIONS

Reimbursed for each approved complaint investigation at actual cost. County shall itemize each invoice.

AGREEMENT NUMBER 11-C0035
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
SAN FRANCISCO COUNTY

2 The term of this Agreement is: **July 1, 2011 through June 30, 2012**

3. The maximum amount of this Agreement is: **\$ 2,528.00**
 Two thousand five hundred twenty-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.

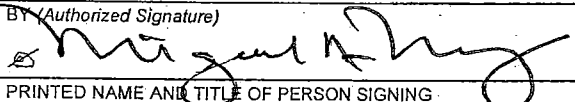
Exhibit A – Scope of Work	3 pages
Attachment 1, Data Format	7 pages
Attachment 2, Commodity Codes by Name	6 pages
Exhibit B – Budget Detail and Payment Provisions	2 pages
Exhibit C* – General Terms and Conditions (GTC 610)	
Exhibit - D Special Terms and Conditions	2 pages

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

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)
San Francisco County

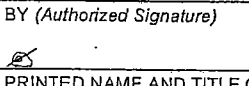
BY (Authorized Signature) 	DATE SIGNED (Do not type) 3/11/2011
-----------------------------------------------------------------------------------------------------------------	-----------------------------------------------

PRINTED NAME AND TITLE OF PERSON SIGNING
Miguel A. Monroy, Agricultural Commissioner

ADDRESS
**1390 Market Street, Room 822
 San Francisco, CA 94102**

STATE OF CALIFORNIA

AGENCY NAME
Department of Pesticide Regulation

BY (Authorized Signature) 	DATE SIGNED (Do not type)
-----------------------------------------------------------------------------------------------------------------	---------------------------

PRINTED NAME AND TITLE OF PERSON SIGNING
Samantha Lewis, Business Services Manager

ADDRESS
1001 I Street, P.O. Box 4015, Sacramento, CA 95812-4015

California Department of General Services Use Only

Exempt per: Delegation Letter 74.4

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 San Francisco County (Contractor), 1390 Market Street, Room 822, San Francisco, CA 94102.
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.

Exhibit A
STANDARD AGREEMENT

3. Services shall be provided during the term of July 1, 2011, through June 30, 2012, 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 **Miguel Monroy** or designee at the following address and phone/fax numbers:

San Francisco County
1390 Market Street, Room 822
San Francisco, CA 94102

Phone (415) 252-3939

Fax (415) 252-3818

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

TREAS SAN FRANCISCO/AG COMM
ATTN: MIGUEL A. MONROY
~~1390 MARKET STREET, RM 822~~
SAN FRANCISCO, CA 94102

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, 2011, through June 30, 2012, 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. 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 \$.47 per record and is calculated using a rolling three-year (2007 – 2009) average number of pesticide use records received by DPR.

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 (CCYYGCCXXXX).
CEPTS_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 "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 (CCYYCCXXXX).
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 "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', '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	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 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_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
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Exhibit A, Attachment 1
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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. 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. MFG_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
STANDARD AGREEMENT

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), 'L' (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 FUMIG/PARK	90-20
		CORN FOR/FOD	22005-00
		CORN HUMAN CONSUMP	29119-00

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CORN HUMAN SEED	29119-04	GF-DEC. SHRUB	151-37
GORN 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
GF-CHRYSANTHMUM	151-35	GRAIN	28078-00
GF-CONIFER	151-36	GRANARY	46502-00

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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
JOJOBA BEAN	27018-00	OF-CONIFER	152-36
JUJUBE	6504-00	OF-DED. SHRUB	152-37

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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
OP-SUCCULENT	154-54	PEPPER SPICE	8050-00
OP-TURF	154-55	PEPPER SPICE SEED	8050-04

Exhibit A, Attachment 2
 STANDARD AGREEMENT

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
SAVOY CABBAGE	13505-00	TURNIP	29137-00
SESAME SEED	28018-00	TURNIP FOR/FOD	23501-00

Exhibit A, Attachment 2
STANDARD AGREEMENT

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

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.

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,

Exhibit B
STANDARD AGREEMENT

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 \$2,528.00. The total amount of this Agreement is based on a rolling three-year average number of pesticide use records submitted to the Contractor (2007 – 2009) times \$.47 per record: \$2,528.00, 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

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.

Exhibit D
STANDARD AGREEMENT

6. Harassment Free Workplace

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

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)