

MEMORANDUM OF UNDERSTANDING

Between

California Agricultural Commissioners and Sealers Association

And

Agricultural Commissioner, TULARE County

This Memorandum of Understanding made as of July 1, 2014, and extends through June 30, 2015, by and between the California Agricultural Commissioners and Sealers Association, herein after called "CACASA" and the Agricultural Commissioner, **TULARE** County, herein after called the "Commissioner."

Background: In 1990, the State mandated that all agricultural pesticide usage be reported through county agricultural commissioners to the California Department of Pesticide Regulation (CDPR). The use of pesticides by pest control businesses and the agricultural use of restricted pesticides were already required to be reported in the same manner.

The CDPR subsequently contracted with county agricultural commissioners to input the data from these reports into a database and to submit the data to CDPR monthly.

In 2011, through the joint efforts of CDPR and CACASA, a new computer program was installed in the offices of all county agricultural commissioners which improved the permit process for restricted pesticides, issuance of operator identification numbers and the submission of pesticide use reports. This new program provided the capability of centralized data submission and allows on-line entry of the data by those required to submit pesticide use reports.

The CDPR no longer offers individual data submission contracts to counties and has contracted with CACASA to provide the data storage, software and data communication infrastructure for the reporting of pesticide use data. CACASA has simplified the overall process of the data submission contracts and is providing the online program support to maintain the enhanced reporting capabilities.

In order to ease the transition from county personnel inputting the data to the user of the pesticide inputting the data, CACASA is providing funding to counties during the transition period, in return for county agricultural commissioners' efforts to provide on-going data input and training to submitters of data to use the new online submission program.

For FY 2014-15, the amount of the funding provided is based on 50% of the amount specified in the 2011-12 Pesticide Use Report Data Entry Contract between the Commissioner and the CDPR due to the expectation that a significant amount of pesticide use report data will be submitted by the users of pesticides rather than county staff.

Responsibilities: That the parties, for and in consideration of the mutual covenants, conditions and agreements herein contained, agree as follows:

The Commissioner shall:

1. Continue to enforce the requirements of Title 3, sections 6624 through 6628 of the California Code of Regulations and Food and Agricultural Code section 12979 pertaining to the submission of pesticide use reports.
2. Provide personnel to input information from these reports into the CalAgPermits database and/or ensure the information is input through the CalAgPermits program by the report submitter.
3. Provide training and outreach to growers and pesticide applicators on the CalAgPermits system on options for electronic reporting. Outreach can include but is not limited to convening demonstration workshops, training sessions, and distributing fact sheets and brochures to encourage acceptance and use of the electronic reporting software.
4. Provide correction of pesticide use report data flagged as having errors by the CalAgPermits program or returned by the CDPR. Reports corrected after being returned by the CDPR will be resubmitted to the CDPR. It is understood that not all use reports with errors can be corrected due to product label language conflicts with the label database and other factors.
5. Submit pesticide use report data of use within the county stored on the CalAgPermits database to CDPR on a regular basis using the CalAgPermits program. Reports may be submitted continuously and should be submitted no less frequently than monthly.
6. Each file of data submitted may include data for more than one calendar year.
7. Assist in reconciling the number of validated/correct pesticide use reports received through the CalAgPermits program by CACASA with the number of validated/correct pesticide use reports received by the CDPR.

CACASA shall:

1. Provide online access that allows pesticide use data to be submitted electronically through the CalAgPermits program.
2. Provide functionality to compare pesticide use data submitted against the grower's current permit and flag data having errors.
3. Maintain the CalAgPermits program and provide necessary enhancements deemed necessary by mutual agreement of the Commissioner, CACASA and CDPR.
4. Provide training and outreach materials for use by the Commissioner.
5. Allow the Commissioner unrestricted access to the pesticide use data from their county.
6. Upon completion of the reconciliation specified in Commissioner Responsibility Item 7, certify that Full Use Reporting required by Food and Agricultural Code section 12979 has been achieved.

Payment Provisions

Commissioner shall submit quarterly a letter to CACASA affirming their continued efforts to submit data and encourage data submission through the new online submission program. Such letter shall state the number of any outreach or training sessions provided during the quarter. These letters may be submitted two weeks prior to the end of each quarter, but in no case more than thirty days after the end of the quarter.

Letters shall be mailed or emailed to the Executive Director of CACASA and to the Executive Secretary of CACASA. The mailing address is:

CACASA
680 N. Campus Drive, Suite B
Hanford, CA 93230-3556

Email addresses are:

Executive Director tcansler@cacasa.org
Executive Secretary tim.niswander@co.kings.ca.us

Upon receipt of said letter, CACASA shall remit to the Commissioner, 25% of the total funds stated below by fiscal year.

FY 2014-15 \$47212

Termination: Either party reserves the right to terminate this memorandum without cause upon thirty (30) days written notice to the other party, or immediately in the event of a material breach. In event of termination, Commissioner shall be paid for the portion of the services provided during the quarter in which termination is effected.

Indemnification: Commissioner and CACASA agree to and shall comply with the following indemnification and hold harmless provisions:

CACASA shall defend, indemnify, and hold Commissioner, its officers, employees, agents and volunteers harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), and claims for injury or damages arising out of the performance of this Memorandum by CACASA but only to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligence or intentional acts or omissions of CACASA, its officers, employees, agents, or volunteers.

Commissioner shall defend, indemnify, and hold CACASA, its officers, employees, agents and volunteers harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), and claims for injury or damages arising out of the performance of this Memorandum by Commissioner but only to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligence or intentional acts or omissions of Commissioner, its officers, employees, agents, or volunteers.

Information Use and Access: Notwithstanding any limitations caused by short-term program operational conditions, neither party shall limit the access to or the use thereof of data pertinent to an individual county.

California Agricultural Commissioners and Sealers Association



Date: June 6, 2014

Tim Niswander
Executive Secretary

County of TULARE

Date: _____

Title: _____