

AGREEMENT NUMBER 08-C0050
REGISTRATION NUMBER 39300508304802

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

TULARE COUNTY

- 2 The term of this **July 1, 2008 through June 30, 2009**
Agreement is:

3. The maximum amount **\$ 98,908.00**
of this Agreement is: **Ninety-eight thousand nine hundred 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	7 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 page
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	

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.)

Tulare County

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Chairperson of the Board of Supervisors

ADDRESS

4437 South Laspina Street, Tulare CA 93274

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

Anise Severns, Chief, Fiscal Services and Business Operations Branch

ADDRESS

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

**California Department of General
Services Use Only**

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), Pest Management & Licensing Branch and Tulare County (Contractor), 4437 South Laspina Street, Tulare, CA 93274.

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, 2008 through June 30, 2009, as identified on the first page of the Agreement.
4. The Project Coordinator during the term of this Agreement will be:
 - A. **Mary Votaw** 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) 445-3887

Fax (916) 324-9006

Email address: purdata@cdpr.ca.gov

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

Tulare County
4437 South Laspina Street
Tulare, CA 93274

Phone (559) 685-3323

Fax (559) 685-3335

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, 2008 through June 30, 2009 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 (2004 – 2006) average number of pesticide use records received by DPR.

External Interface Data Format

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

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

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

Tulare County
Department of Pesticide Regulation
Agreement No. 08-C0050
Exhibit A, Attachment 1 - Page 2 of 7

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

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

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

Output Data Format

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

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 MMY.
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

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

The following four fields comprise the product registration number. 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.

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

Commodity Codes By Name for Permit/PUR Programs

NAME	NUMBER	NAME	NUMBER
AIRPORT	67001-00	BOAT/PIER	69000-00
ALFALFA	23001-00	BOK CHOY (LOOSE LEAF)	13502-00
ALFALFA, SEED	23001-04	BOYSENBERRY	1003-00
ALFALFA SPROUT	15021-00	BROCCOFLOWER	13525-00
ALMOND	3001-00	BROCCOLI	13005-00
ALOE VERA	27502-00	BROCCOLI, PROCESS	13005-89
AMARANTH, EDIBLE (CHINESE SPINACH)	13033-00	BROCCOLI, SEED	13005-04
ANIMAL PREMISE	61001-00	BRUSSELS SPROUT	13006-00
ANISE	8004-00	BRUSSELS SPROUT, SEED	13006-04
ANISE, SEED	8004-04	BUSHBERRY	1023-00
APPLE	4001-00	CABBAGE	13007-00
APRICOT	5001-00	CABBAGE, NAPPA	13010-00
ARRUGULA	13056-00	CABBAGE, SEED	13007-04
ARTICHOKE	13018-00	CABBAGE, SAVOY	13505-00
ARTICHOKE, SEED	13018-04	CACTUS LEAF	13048-00
ASIAN PEAR	4501-00	CACTUS PEAR	6028-00
ASPARAGUS	16002-00	CANOLA (RAPE)	28051-00
ASPARAGUS, SEED	16002-04	CANTALOUPE	10002-00
AVOCADO	28000-00	CARDON	13032-00
BAMBOO SHOOT	13051-00	CARROT	29111-00
BANANA	6002-00	CARROT, FOR/FOD	23025-00
BARLEY	29103-00	CARROT, PROCESS	29111-89
BARLEY, FOR/FOD	22008-00	CARROT, SEED	29111-04
BARLEY, SEED	29103-04	CASABA MELON	29122-10
BASIL, SWEET	8006-00	CASHEW	3003-00
BEAN, DRIED	15001-00	CASTORBEAN	27001-00
BEAN, DRIED SEED	15001-04	CASTORBEAN, SEED	27001-04
BEAN, FAVA	28059-00	CATTLE	52003-00
BEAN, GARBANZO	15032-00	CAULIFLOWER	13008-00
BEAN, LIMA	15003-10	CAULIFLOWER, PROC	13008-89
BEAN, SPROUT	15013-00	CAULIFLOWER, SEED	13008-04
BEAN, SUC SEED	15003-04	CELERIAC	14004-00
BEAN, SUCCULENT	15003-00	CELERY	29113-00
BEAN, UNSPEC SEED	28001-04	CELERY, SEED	29113-04
BEAN, UNSPECIFIED	28001-00	CHAYOTE	10030-00
BEEHIVE	61008-00	CHERIMOYA	6030-00
BEET	29109-00	CHERRY	5002-00
BEET, FOR/FOD	23036-00	CHERVIL	13055-00
BEET, SEED	29109-04	CHESTNUT	3004-00
BERMUDAGRASS	22017-00	CHICKEN	55001-00
BERMUDAGRASS, SEED	22017-04	CHICORY	28034-00
BEVERAGE CROP	7000-00		
BIRDSFT TREFOIL	23011-00	CHINESE GREENS	13999-00
BITTER MELON	10017-00	CHINESE GREEN SEED	13999-04
BLACKBERRY	1002-00	CHINESE SPINACH (EDIBLE AMARANTH)	13033-00
BLDG/AG FARM	61000-00	CHIVE	14005-00
BLDG/NON-AG OUTDR	67003-00	CHIVE, SEED	14005-04
BLUEBERRY	1009-00	CHRISTMAS TREE	30005-00
		CILANTRO	13501-00

Commodity Codes By Name for Permit/PUR Programs

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NAME	NUMBER	NAME	NUMBER
CITRUS	2000-00	FIG	6005-00
CLOVER	23003-00	FLAX	28009-00
CLOVER, SEED	23003-04	FLAX, SEED	28009-04
COCONUT	28004-00	FLOWER EDIBLE	29008-00
COLE CROP	13004-00	FOOD PROC PLANT	71000-00
COLLARD	13009-00	FORAGE HAY/SILAGE	22000-00
COLLARD, SEED	13009-04	FOREST/TIMBERLAND	30000-00
COMM FUMIGATION	90-00	FRUIT, DRIED	43026-00
COMM FUMIG/PARK	90-20	FRUIT (SMALL) & BERRY	1000-00
CORN, FOR/FOD	22005-00	FUMIGATION, OTHER	91-00
CORN, GRAIN	24002-00	FUMIGATION, OTHER/PARK	91-20
CORN, HUMAN CONSUMPTION	29119-00	GAI CHOY (LOOSE LF)	13509-00
CORN, HUMAN CONS. SEED	29119-04	GAI LON (TIGHT HD)	13903-00
CORN SALAD	13013-00	GARBANZO BEAN	15032-00
CORN, SWEET	29119-01	GARLIC	14007-00
COTTON	29121-00	GF-AZALEA	151-30
COTTON, FOR/FOD	23005-00	GF-BULB	151-31
COTTON, PIMA	29121-10	GF-CACTUS	151-32
COTTON, SEED	29121-04	GF-CARNATION	151-33
COTTONSEED OIL	27003-00	GF-CHRSTMS TREE	151-34
COUNTY AG COMM	60-00	GF-CHRYSTHNUM	151-35
CRANBERRY	1010-00	GF-CONIFER	151-36
CRENSHAW MELON	29122-11	GF-DEC. SHRUB	151-37
CUCUMBER	10010-00	GF-DEC. TREE	151-38
CURRENT	1011-00	GF-EVG. SHRUB	151-39
DAIKON	14023-00	GF-EVG. TREE	151-40
DAIRY EQUIPMENT	60000-00	GF-FERN	151-41
DANDELION GREENS	13014-00	GF-FLOWER SEED	151-44
DATE	6004-00	GF-FLOWERING PLANT	151-42
DEWBERRY	1004-00	GF-FLOWERING TREE	151-43
DILL	8015-00	GF-FOLIAGE PLANT	151-45
DITCH BANK	65021-00	GF-GROUND COVER	151-46
DRIED FRUIT	43026-00	GF-HOUSE PLANT	151-47
DUCK	55002-00	GF-ICEPLANT	151-48
EGG	55501-00	GF-IVY	151-49
EGGPLANT	11001-00	GF-JUNIPER	151-50
EDIBLE FLOWER	29008-00	GF-PALM	151-51
ENDIVE (ESCAROLE)	13015-00	GF-PINE TREE	151-52
ENDIVE, SEED	13015-04	GF-ROSE	151-53
FARM/AG BLDG	61000-00	GF-SUCCULENT	151-54
FAVA BEAN	28059-00	GF-TURF	151-55
FENNEL	28008-00	GF-VINE	151-56
FIBER CROP	21000-00	GINGER	8019-00

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NAME	NUMBER	NAME	NUMBER
GOOSEBERRY	1013-00	GT-CHRYSANTHMUM	155-35
GOURD	10026-00	GT-CONIFER	155-36
GP-AZALEA	153-30	GT-DEC. SHRUB	155-37
GP-BULB	153-31	GT-DEC. TREE	155-38
GP-CACTUS	153-32	GT-EVG. SHRUB	155-39
GP-CARNATION	153-33	GT-EVG. TREE	155-40
GP-CHRSTMS TREE	153-34	GT-FERN	155-41
GP-CHRYSANTHMUM	153-35	GT-FLOWER SEED	155-44
GP-CONIFER	153-36	GT-FLOWERING PLANT	155-42
GP-DEC. SHRUB	153-37	GT-FLOWERING TREE	155-43
GP-DEC. TREE	153-38	GT-FOLIAGE PLANT	155-45
GP-EVG. SHRUB	153-39	GT-GROUND COVER	155-46
GP-EVG. TREE	153-40	GT-HOUSE PLANT	155-47
GP-FERN	153-41	GT-ICEPLANT	155-48
GP-FLOWER SEED	153-44	GT-IVY	155-49
GP-FLOWERING PLANT	153-42	GT-JUNIPER	155-50
GP-FLOWERING TREE	153-43	GT-PALM	155-51
GP-FOLIAGE PLANT	153-45	GT-PINE TREE	155-52
GP-GROUND COVER	153-46	GT-ROSE	155-53
GP-HOUSE PLANT	153-47	GT-SUCCULENT	155-54
GP-ICEPLANT	153-48	GT-TURF	155-55
GP-IVY	153-49	GT-VINE	155-56
GP-JUNIPER	153-50	GUAVA	6006-00
GP-PALM	153-51	GUAYULE	26015-00
GP-PINE TREE	153-52	HEMP	21003-00
GP-ROSE	153-53	HERB/SPICE	8000-00
GP-SUCCULENT	153-54	HONEY	25501-00
GP-TURF	153-55	HONEYBALL MELON	29122-12
GP-VINE	153-56	HONEYDEW MELON	29122-13
GRAIN	28078-00	HOPS	8020-00
GRANARY	46502-00	HORSE	56005-00
GRAPE	29141-00	HORSERADISH	28011-00
GRAPE, RAISIN	29141-89	HORSERADISH, SEED	28011-04
GRAPE, WINE	29143-00	HOSPITAL	74000-00
GRAPEFRUIT	2002-00	HOUSEHOLD	63000-00
GRAPEFRUIT, PROC	2002-89	INDUSTRIAL SITE	77000-00
GRASS SEED	28066-00	JICAMA	14024-00
GREENHOUSE FUM	61006-00	JICAMA, SEED	14024-04
GT-AZALEA	155-30	JOJOBA BEAN	27018-00
GT-BULB	155-31	JUJUBE	6504-00
GT-CACTUS	155-32	KALE	13011-00
GT-CARNATION	155-33	KALE, SEED	13011-04
GT-CHRSTMS TREE	155-34	KIWI	6018-00

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NAME	NUMBER	NAME	NUMBER
KOHLRABI	13012-00	N-OUTDOOR FLOWER	152-00
KOHLRABI, SEED	13012-04	N-OUTDOOR PLANT	154-00
KUMQUAT	2003-00	N-OUTDOOR TRANSPL	156-00
LAMB/SHEEP	52013-00	NAPPA CABBAGE	13010-00
LANDSCAPE MAIN	30-00	NECTARINE	5003-00
LANDSCAPE/PARK	30-20	NEW ZEALAND SPINACH	13044-00
LEEK	14010-00	NURSERY SOIL	40501-00
LEGUME, FOR/FOD	23000-00	NUTS	3000-00
LEMON	2004-00	OAT	29125-00
LETTUCE, HEAD	13045-00	OAT, FOR/FOD	22006-00
LETTUCE, HEAD SEED	13045-04	OAT, SEED	29125-04
LETTUCE, LEAF	13031-00	OF-AZALEA	152-30
LETTUCE, LEAF SEED	13031-04	OF-BULB	152-31
LETTUCE, ROMAINE	13031-10	OF-CACTUS	152-32
LIME	2005-00	OF-CARNATION	152-33
LITCHI NUT	6017-00	OF-CHRSTMS TREE	152-34
LIVESTOCK	52000-00	OF-CHRYSANTHMUM	152-35
LOGANBERRY	1005-00	OF-CONIFER	152-36
LOQUAT	6008-00	OF-DEC. SHRUB	152-37
LOTUS ROOT	14025-00	OF-DEC. TREE	152-38
LUMBER, TREATED	64500-00	OF-EVG. SHRUB	152-39
MACADAMIA NUT	3007-00	OF-EVG. TREE	152-40
MALABAR SPINACH	13516-00	OF-FERN	152-41
MANGO	6007-00	OF-FLOWER SEED	152-44
MELON	29122-00	OF-FLOWERING PLANT	152-42
MELON, CASABA	29122-10	OF-FLOWERING TREE	152-43
MELON, CRENSHAW	29122-11	OF-FOLIAGE PLANT	152-45
MELON, HONEYBALL	29122-12	OF-GROUND COVER	152-46
MELON, HONEYDEW	29122-13	OF-HOUSE PLANT	152-47
MELON, PERSIAN	29122-15	OF-ICEPLANT	152-48
MELON, SANTA CLARA	29122-16	OF-IVY	152-49
MELON, SEED	29122-04	OF-JUNIPER	152-50
MELON, SHARLYN	29122-17	OF-PALM	152-51
MINT	28012-00	OF-PINE TREE	152-52
MIZUNA	13504-00	OF-ROSE	152-53
MUSHROOM	16003-00	OF-SUCCULENT	152-54
MUSHROOM HOUSE	61007-00	OF-TURF	152-55
MUSHROOM SOIL	40011-00	OF-VINE	152-56
MUSKMELON	29122-14	OILSEED	27000-00
MUSTARD	29123-00	OKRA	15015-00
N-GRNHS FLOWER	151-00	OLIVE	28014-00
N-GRNHS PLANT	153-00	ONION, DRY	14011-00
N-GRNHS TRANSPL	155-00	ONION, DRY SEED	14011-04

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NAME	NUMBER	NAME	NUMBER
ONION, GREEN	16004-00	OT-EVG. SHRUB	156-39
ONION, GREEN SEED	16004-04	OT-EVG. TREE	156-40
OP-AZALEA	154-30	OT-FERN	156-41
OP-BULB	154-31	OT-FLOWER SEED	156-44
OP-CACTUS	154-32	OT-FLOWERING PLANT	156-42
OP-CARNATION	154-33	OT-FLOWERING TREE	156-43
OP-CHRSTMS TREE	154-34	OT-FOLIAGE PLANT	156-45
OP-CHRYSANTHMUM	154-35	OT-GROUND COVER	156-46
OP-CONIFER	154-36	OT-HOUSE PLANT	156-47
OP-DEC. SHRUB	154-37	OT-ICEPLANT	156-48
OP-DEC. TREE	154-38	OT-IVY	156-49
OP-EVG. SHRUB	154-39	OT-JUNIPER	156-50
OP-EVG. TREE	154-40	OT-PALM	156-51
OP-FERN	154-41	OT-PINE TREE	156-52
OP-FLOWER SEED	154-44	OT-ROSE	156-53
OP-FLOWERING PLANT	154-42	OT-SUCCULENT	156-54
OP-FLOWERING TREE	154-43	OT-TURF	156-55
OP-FOLIAGE PLANT	154-45	OT-VINE	156-56
OP-GROUND COVER	154-46	PAPAYA	6010-00
OP-HOUSE PLANT	154-47	PARSLEY	13022-00
OP-ICEPLANT	154-48	PARSLEY, SEED	13022-04
OP-IVY	154-49	PARSNIP	14012-00
OP-JUNIPER	154-50	PARSNIP, SEED	14012-04
OP-PALM	154-51	PASTURELAND	28035-00
OP-PINE TREE	154-52	PEACH	5004-00
OP-ROSE	154-53	PEACH, PROCESSING	5004-89
OP-SUCCULENT	154-54	PEANUT	29126-00
OP-TURF	154-55	PEAR	4003-00
OP-VINE	154-56	PEAR, ASIAN	4501-00
ORANGE	2006-00	PEAR, PROCESSING	4003-89
ORANGE, PROCESSING	2006-89	PEAS	29127-00
ORCHARD FLOOR	28509-94	PEAS, FOR/FOD	23008-00
ORCHARDGRASS	22028-00	PEAS, PROCESSING	29127-89
OREGANO	8026-00	PEAS, SEED	29127-04
OT-AZALEA	156-30	PECAN	3008-00
OT-BULB	156-31	PEPPER, FRUITING	11003-00
OT-CACTUS	156-32	PEPPER, FRUITING SD	11003-04
OT-CARNATION	156-33	PEPPER, SPICE	8050-00
OT-CHRSTMS TREE	156-34	PEPPER, SPICE SEED	8050-04
OT-CHRYSANTHMUM	156-35	PERSIAN MELON	29122-15
OT-CONIFER	156-36	PERSIMMON	6012-00
OT-DEC. SHRUB	156-37	PIG	52018-00
OT-DEC. TREE	156-38	PIMA COTTON	29121-00

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NAME	NUMBER	NAME	NUMBER
PIMENTO	11004-00	RYEGRASS	22035-00
PIMENTO, SEED	11004-04	SAFFLOWER	29129-00
PINEAPPLE	6013-00	SAFFLOWER, SEED	29129-04
PISTACHIO	3011-00	SAGE	8035-00
PLUM	5005-00	SALSIFY	28504-00
PLUOT	5505-00	SANTA CLARA MELON	29122-16
POME FRUIT	4000-00	SAVOY CABBAGE	13505-00
POMEGRANATE	6015-00	SESAME SEED	28018-00
POMELO	2012-00	SEWAGE SYSTEM	65026-00
POTATO	14013-00	SHALLOT	14017-00
POTATO, SEED	14013-04	SHARLYN MELON	29122-17
POTATO, SWEET	14018-00	SHEEP/LAMB	52013-00
POULTRY	55000-00	SHINGI KU	13046-00
PREPLANT/SOIL FUM	40008-00	SMALL FRUIT/BERRY	1000-00
PRUNE	5006-00	SOD/TURF	33008-00
PUBLIC HEALTH	50-00	SOIL FUM/PREPLANT	40008-00
PUBLIC HEALTH/PARK	50-20	SORGHUM, FOR/FOD	22004-00
PUMPKIN	10011-00	SORGHUM MILO	29131-00
QUINCE	4004-00	SORGHUM, SEED	29131-04
RADICCHIO	13524-00	SOYBEAN	28023-00
RADISH	14014-00	SOYBEAN, GRAIN	15010-00
RADISH, SEED	14014-04	SOYBEAN, OIL	27010-00
RAMIE	21005-00	SOYBEAN, SEED	28023-04
RANGELAND	28045-00	SOYBEAN SPROUT	15029-00
RAPE (CANOLA)	28051-00	SPICE/HERB	8000-00
RAPPINI	13052-00	SPINACH	13024-00
RASPBERRY	1006-00	SPINACH, MALABAR	13516-00
RECREATION AREA	67002-00	SPINACH, NEW ZEALAND	13044-00
REG PEST CONTROL	100-00	SPINACH, SEED	13024-04
REG PEST CTL/PARK	100-20	SQUASH	10012-00
RESEARCH COMMODITY	99-00	SQUASH, SUMMER	10013-00
RESEARCH COMM/PARK	99-20	SQUASH, WINTER	10014-00
RESIDENTIAL	68002-00	SQUASH, ZUCCHINI	10015-00
RESTAURANT	72000-00	STONE FRUIT	5000-00
RHUBARB	13023-00	STORAGE AREA/BOX	46000-00
RICE	28072-00	STRAWBERRY	1016-00
RICE, WILD	24013-00	STRAWBERRY, PROC	1016-89
RIGHTS-OF-WAY	40-00	STRUCT PEST CNTL	10-00
RIGHTS-OF-WAY/PARK	40-20	STRUCT PEST/PARK	10-20
ROSEMARY	8032-00	SUDANGRASS	22011-00
RUTABAGA	14015-00	SUDANGRASS, SEED	20011-04
RYE	28064-00	SUGARBEET	29135-00
RYE, SEED	28064-04	SUGARBEET, FOR/FOD	23009-00

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<u>NAME</u>	<u>NUMBER</u>	<u>NAME</u>	<u>NUMBER</u>
SUGARCANE	25003-00	TURNIP, SEED	29137-04
SUNFLOWER	29133-00	UNCULTIVATED, AG	66000-00
SUNFLOWER, SEED	29133-04	UNCULTIVATED, NON-AG	67000-00
SWEET BASIL	8006-00	UNDECLARED COMM	99999-00
SWEET POTATO	14018-00	VEGETABLE	28024-00
SWIMMING POOL	65011-00	VEGETABLE, FRUITING	11000-00
SWISS CHARD	13025-00	VEGETABLE, LEAFY	13000-00
TAT SOI (SPINACH MUSTARD)	13515-00	VEGETABLE, ROOT	28061-00
TANGELO	2007-00	VEGETABLE, SEED	28024-00
TANGERINE	2008-00	VEGETABLE, STEM	13043-00
TARO ROOT	28047-00	VERTEBRATE CONTROL	80-00
TARRAGON	8041-00	VETCH	23010-00
THYME	8042-00	WALNUT	3009-00
TIMOTHY	22029-00	WATER AREA	65000-00
TOBACCO	26003-00	WATER FILTER	65015-00
TOMATILLO	11008-00	WATER, INDUSTRIAL	65503-00
TOMATO	11005-00	WATERCRESS	13027-00
TOMATO, PROCESSING	29136-00	WATERMELON	10008-00
TOMATO, SEED	11005-04	WHEAT	29139-00
TRITICALE	24011-00	WHEAT, FOR/FOD	22007-00
TROP/SUBTROP FRUIT	6000-00	WHEAT, SEED	29139-04
TURF/SOD	33008-00	WILD RICE	24013-00
TURKEY	55008-00	YAM	14021-00
TURNIP	29137-00	ZUCCHINI SQUASH	10015-00
TURNIP, FOR/FOD	23501-00		

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 5 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.
- 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: Mary Votaw
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. Miscellaneous Payment

The Contractor shall not use State funds allocated under this Agreement for any of the following purposes:

- A. Travel;
- B. Entertainment expenses;
- C. Professional dues for the Contractor's staff or officials; and,
- D. Purchase, construction, renovation, alteration, improvement, or repair of capital assets, such as real estate and vehicles.

5. Budget

- A. The total amount of the Agreement shall not exceed \$98,908.00. The total amount of this Agreement is based on a rolling three-year average number of pesticide use records submitted to the Contractor (2004 – 2006) times \$.47 per record: \$98,908.00, 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

- 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 Project Coordinator. Unless waived for good cause by the Project Coordinator, all requests for amendments shall be received by the Project Coordinator a minimum of seventy-five (75) calendar days prior to the expiration date of this Agreement.

4. 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 the DPR gives the performing agency a notice that this Agreement will be terminated. If DPR exercises this right, the stop-work order will be in effect until the dispute has been resolved or this Agreement has been terminated.
- B. Any dispute concerning a question of fact arising under the terms of this Agreement which is not disposed of within a reasonable period of time by agency employees normally responsible for the administration of this agreement, shall be brought to the attention of the Executive Officer or designated representative of each agency for joint resolution.
- C. The Contractor shall continue with the responsibilities under this agreement during any dispute until the expiration of this Agreement or notified to stop work.

CCC-307

CERTIFICATION

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

<i>Contractor/Bidder Firm Name (Printed)</i> TULARE COUNTY		<i>Federal ID Number</i> 94-6000545
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> PHILLIP COX, CHAIRMAN OF THE BOARD OF SUPERVISORS		
<i>Date Executed</i> 	<i>Executed in the County of</i> TULARE	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

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

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

6. SWEATFREE CODE OF CONDUCT:

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

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

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

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.