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MARIPOSA COUNTY RESOLUTION NO. 82-140

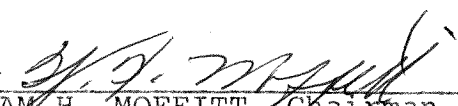
BE IT HEREBY RESOLVED by the Board of Supervisors of Mariposa County, a political subdivision of the State of California, that the Board of Supervisors hereby approves the following document, and Chairman WILLIAM H. MOFFITT, is hereby authorized to sign same:

Pesticide Enforcement Agreement # 4143


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PASSED AND ADOPTED by the Mariposa County Board of Supervisors this 6th day of July 1982, by the following vote:


AYES: Taber, Barrick, Dalton, Erickson, Moffitt  
NOES: None  
ABSENT: None  
ABSTAINED: None

  
WILLIAM H. MOFFITT, Chairman  
Mariposa County Board of Supervisors

ATTEST:

  
ELLEN BRONSON, County Clerk  
Ex Officio Clerk of the Board

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

  
RICHARD K. DENHALTER,  
County Counsel

# STANDARD AGREEMENT

APPROVED BY THE  
ATTORNEY GENERAL

STATE OF CALIFORNIA  
STD. 2 (REV. 6/81)

- CONTRACTOR
- STATE AGENCY
- DEPT. OF GEN. SER
- CONTROLLER
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THIS AGREEMENT, made and entered into this 1st day of July, 1982, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE <b>DIRECTOR</b>	AGENCY <b>DEPARTMENT OF FOOD AND AGRICULTURE</b>	NUMBER <b>4143</b>
<i>hereafter called the State, and</i>		
<b>COUNTY OF MARIPOSA</b>		
<i>hereafter called the Contractor.</i>		

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:  
(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

This agreement is contingent upon passage by the State of California Legislature of an appropriation from which expenditures thereunder legally may be made and shall not obligate the State of California upon failure of the Legislature to so appropriate.

The Director of Food and Agriculture, State of California, hereinafter referred to as director, and the County of Mariposa, hereinafter referred to as county, hereby agree as follows:

The director will subvent to the county a sum of \$1,200.00 for the purpose of enforcing and implementing pesticide permit regulations established by California Administrative Code, Title 3, Chapter 4, Subchapter 1, Group 2, Article 20, Section 2452, Subsection (j) and as may be amended during period of contract; for the period July 1, 1982 through June 30, 1983.

It is agreed that it will take 0.5 work years to carry out these regulations and the sum of \$1,200.00 covers one full year of operation under regulations adopted under AB 3765.

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA	CONTRACTOR
AGENCY <b>DEPARTMENT OF FOOD AND AGRICULTURE</b>	CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.) <b>COUNTY OF MARIPOSA</b>
BY (AUTHORIZED SIGNATURE) 	BY (AUTHORIZED SIGNATURE) 
TITLE <b>BUSINESS SERVICE OFFICER</b>	TITLE <b>Chairman, Board of Supervisors</b>
CONTINUED ON <u>    </u> SHEETS, EACH BEARING NAME OF CONTRACTOR	ADDRESS <b>P. O. Box 247, Mariposa, CA 95338</b>
<p style="text-align: center;"><i>Department of General Services Use Only</i></p> <p style="text-align: center;"><b>GEN. SERV. DEPT. APPROVAL NOT REQUIRED PER SAM 1206</b></p>	AMOUNT ENCUMBERED <b>\$ 1,200.00</b>
	UNENCUMBERED BALANCE <b>\$</b>
	ADJ. INCREASING ENCUMBRANCE <b>\$</b>
	ADJ. DECREASING ENCUMBRANCE <b>\$</b>
	PROGRAM/CATEGORY (CODE AND TITLE) <b>10-20-010-000 Pest. Enforcement</b>
FUND TITLE <b>General</b>	
(OPTIONAL USE) <b>County Subvention Pesticide Regulatory Activities</b>	
ITEM <b>8570-001-001</b>	CHARTER <b>99</b>
STATUTE <b>'82</b>	
FISCAL YEAR <b>82/83</b>	
OBJECT OF EXPENDITURE (CODE AND TITLE) <b>1-99-103000-701422 299662006</b>	
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.	
SIGNATURE OF ACCOUNTING OFFICER 	T.B.A. NO. _____ B.R. NO. _____
DATE _____	
I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1209 have been complied with and this document is exempt from review by the Department of Finance.	
SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY 	
DATE _____	

The county will enforce and implement these in accordance with the attached "Protocol-- Restricted Material Issuance and Follow-Up" which is identified as "Exhibit A" which by this reference is made a part hereof.

The payment of monies to the county shall be made no more frequently than quarterly at the end of each calendar quarter commencing July 1, 1982, after receipt and approval of itemized invoices submitted in triplicate, referenced by "Contract No. 4143." All invoices are to be submitted for approval to: Department of Food and Agriculture, Financial Services, 1220 N Street, Room 140, Sacramento, California 95814.

Except as provided in paragraph 3, appearing on the reverse side of Standard Agreement Form 2, either party may terminate this agreement by giving written notice thereof at least thirty (30) days prior to the effective date of termination.

The attached Fair Employment Practices Addendum is by this reference made a part thereof.

This agreement shall not be considered effective unless signed by both parties and approved by the Department of General Services, unless otherwise exempted.

The contractor shall maintain and make available for audit by the State Auditor General and any other federal or state entity, a record of all disbursements made under this agreement. The records shall be maintained for a period of three years after final payment is made under the contract. (Government Code Section 10531.)

- a. Compare against permit.
  - b. Determine if proposed application will be in compliance with permit conditions.
2. At the site, determine if environmental conditions are as described in permit/NOI.
  3. Determine basis for application:
    - a. What is the basis?
    - b. Is pest a logical or expected one?
    - c. Is pest consistent with permit?
    - d. If written recommendation was made, was method of determining need acceptable?

Field evaluation of pest condition necessary only when 3(a) through (d) show a problem or when the pest control operator's compliance history warrants.

4. If environmental conditions are different, or if basis for application is inadequate, amend permit or stop application.

PROTOCOL  
RESTRICTED MATERIALS ISSUANCE AND FOLLOW-UP

Evaluation of Restricted Materials Permit

The county shall:

1. Verify completeness of information.
2. Locate application site(s). For example, on county map, aerial photo, or map supplied by the grower. (Site = no larger than the farm operator's contiguous property; no smaller than one crop location.)
3. Evaluate surrounding areas that could be adversely impacted such as residential areas, waterways, schools, etc.
4. Decide if standard county permit conditions are adequate for each site. Add any necessary permit conditions by site.
5. If, in the county agricultural commissioner's judgment, adequate special permit conditions do not exist, determine the feasibility of alternatives. If there are feasible alternatives, deny permit.
6. Inform permittee of notice of intent requirements, safety information series requirements, availability of pest management guides, and pesticide use reporting requirements.
7. Issue permit or deny with cause.

Review of Notices of Intent (NOI)

The county shall:

1. Read or listen to all notices of intent submitted, using the following criteria for evaluation, and compare against the permit if necessary.
  - a. Locations of the application.
  - b. Environmental conditions have changed since the permit was issued (local knowledge or specified in NOI).
  - c. Individual has a history of noncompliance.
  - d. Should this NOI be included in the five percent annual monitoring?

Preapplication Site Inspection

The county shall:

1. Select sites for inspection from those NOI's identified during review.

## FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex\*, age\*, national origin, or physical handicap\*. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex\*, age\*, national origin, or physical handicap\*. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Contractor will permit access to his/her records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by the awarding authority, for the purpose of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

- (a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgement having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.
- (b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his/her surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

*\*See Labor Code Sections 1411 - 1432.5 for further details.*