MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH
AND THE
CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION
AND THE
COUNTY AGRICULTURAL COMMISSIONERS
FOR THE PROTECTION OF HUMAN HEALTH
FROM THE ADVERSE EFFECTS OF PESTICIDES

INTRODUCTION

The California Department of Public Health (CDPH) within the Health and Human Services Agency, the California Department of Pesticide Regulation (DPR) within the California Environmental Protection Agency, and the County Agricultural Commissioners (CACs) have responsibilities relating to the protection of human health from the potentially adverse effects of pesticides. The citizens of California will benefit from a unified and cooperative program to address problems of human health related to vector-borne disease and the use of pesticides.

PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to assure that the signatory parties exercise their respective authorities for protection of the public health, in a coordinated and cohesive manner, eliminating unnecessary overlap of activities or duplication of effort, and providing a consistent and protective public health stance.

SCOPE

This MOU establishes principles of agreement regarding activities of the signatory parties, identifies primary areas of responsibility and authority among them, and provides methods necessary to assure ongoing coordination of activities relative to such purposes. The MOU also describes how the signatory parties will work in cooperation to achieve the goals of their respective agencies.

PRINCIPLES OF AGREEMENT

I. VECTOR CONTROL

In order to assure that pesticides registered for use in California are used in a manner that does not pose a threat to human health while recognizing the necessity of vector control, CDPH, DPR, and CACs mutually agree to comply with the following specific agreements concerning public health vector control and applicator certification:

A. Public Health Vector Control

1. CDPH agrees:

   a. To require that agencies which establish cooperative agreements with CDPH, pursuant to Health and Safety Code Section 116180, seek the assistance of CACs in the interpretation of pesticide labeling.

   b. That the legal requirements associated with the use of pesticide materials are in no way altered by provisions of this MOU.

   c. To provide DPR with an updated list of agencies and their vector control district identification numbers on an annual basis which establish cooperative agreements with CDPH, pursuant to Health and Safety Code Section 116180.

2. DPR agrees:

   a. To provide assistance to CACs in interpretation of labeling if requested.

b. To forward annually to CDPH in electronic format a copy of the monthly pesticide use reports received from agencies which establish cooperative agreements with CDPH, pursuant to Health and Safety Code Section 116180.

c. To consider the needs of public health vector control in regulations development and amendment.

3. CACs agree:

a. To receive monthly pesticide use reports from agencies which establish cooperative agreements with CDPH, pursuant to Health and Safety Code Section 116180.

b. To enter pesticide use reports from agencies which establish cooperative agreements with CDPH into the county databases and submit those electronically to DPR.

c. To conduct routine inspections, at the discretion of CACs, pursuant to the California Code of Regulations, Title 3, Section 6140.

4. CDPH and DPR agree to work cooperatively with persons who have registered, or who wish to register, pesticides with DPR in developing pesticide labeling that meets the needs of public health vector control programs.

5. CDPH, DPR, and CACs agree to cooperate in achieving compliance with the legal requirements relating to pesticide use by agencies which establish cooperative agreements with CDPH, pursuant to Health and Safety Code Section 116180.

B. Applicator Certification

1. DPR delegates to CDPH the responsibility for training, examination, certification, and continuing education of employees of governmental agencies who use or supervise the use of pesticides in public health programs for the management and control of vectors.

2. CDPH agrees to develop training, examination and certification programs, and materials in a manner which will ensure that federal and state standards and schedules are met. All such programs and materials are subject to review and approval by DPR and the U.S. Environmental Protection Agency.

II. EPISODE REFERRAL

A. When any conspicuous or suspected adverse effects upon humans, domestic animals and other nontarget organisms, or property episodes, or violations involve an agency which has established a cooperative agreement with CDPH, pursuant to Health and Safety Code Section 116180, the agency will notify CACs and CDPH of the episode.

B. When CACs learn of an adverse effect upon humans, domestic animals and other nontarget organisms, or property episodes, or violations involving an agency which has established a cooperative agreement with CDPH, pursuant to Health and Safety Code Section 116180, the episode will be reported to DPR and CDPH.

C. When DPR learns of an adverse effect upon humans, domestic animals and other nontarget organisms, or property episodes, or violations involving an agency which has established a cooperative agreement with CDPH, pursuant to Health and Safety Code Section 116180, the episode will be reported to the appropriate CACs and to CDPH.

D. When any conspicuous or suspected adverse effects upon humans, domestic animals, and other nontarget organisms, or property episodes, or suspected violations come to the attention of CDPH, pursuant to Health and Safety Code Section 116180, the episode will be reported to DPR and CACs.

III. FUNDING

Establishment of this MOU does not commit any interagency funding among signatory parties. In the event funds become available from any source which could involve utilization among signatory parties, a separate MOU or an agreement may be prepared.

IV. EFFECTIVE DATE

This MOU shall become effective upon the date of the last signature and shall continue in effect until modified by the mutual consent of all signatory parties or until terminated by any signatory party upon a 30-day advance written notice to the other signatory parties. Parties shall confer at least annually to determine if issues need to be addressed. Notices concerning this MOU shall be sent to the signatory parties as follows:

For CDPH:

Chief, Vector-Borne Disease Section
Center for Infectious Diseases
California Department of Public Health
1616 Capitol Ave, MS 7307
P.O. Box 997377
Sacramento, CA 95899-7377

For DPR:

Chief, Enforcement Branch
California Department of Pesticide Regulation
1001 I Street
P.O. Box 4015
Sacramento, CA 95812-4015

For CACs:

President, County Agricultural Commissioners and Sealers Association
California Department of Pesticide Regulation
1001 I Street
P.O. Box 4015
Sacramento, CA 95812-4015

V. DISPUTE AND CONFLICT RESOLUTION

It is the desire of all signatory parties to establish a quick, efficient, and informal method for the resolution of interparty conflicts. Conflicts that cannot otherwise be informally resolved will be referred to the Director of CDPH, the Director of CDPR, and the President of the County Agricultural Commissioners and Sealers Association.

Approved by:

10.10.08

FOR Mark B Horton, MD, MSPH
Director
California Department of Public Health

Date

11.05.08

Mary-Ann Warmerdam, MBA
Director
California Department of Pesticide Regulation

Date

11-08-08

Michael Boitano
President
County Agricultural Commissioners

Date