

AGREEMENT NUMBER <b>15-C0104</b>
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

**California Department of Fish and Wildlife**

2. The term of this Agreement is: May 1, 2016 or upon final approval by the State, whichever occurs later, through April 15, 2018

3. The maximum amount of this Agreement is: **\$ 70,000.00**  
**Seventy thousand 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.

<b>Exhibit A</b> – Scope of Work	2 Pages
<b>Exhibit B</b> – Budget Detail and Payment Provisions	3 Pages
<b>Exhibit C*</b> – General Terms and Conditions (GIA 610)	
<b>Exhibit D</b> - 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 <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>*

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

<b>CONTRACTOR</b>		<b>California Department of General Services Use Only</b>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) <b>California Department of Fish and Wildlife</b>		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS 1416 9 <sup>th</sup> Street Sacramento, CA 95814		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME <b>Department of Pesticide Regulation</b>		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Lu Saepanh, Fiscal Services and Business Operations Branch Chief		
ADDRESS 1001 I Street, Sacramento, CA 95814		

Exempt per:  
Delegation Letter 74.5

**EXHIBIT A**  
**STANDARD AGREEMENT**

**SCOPE OF WORK**

1. The California Department of Fish and Wildlife, hereinafter referred to as CDFW or Contractor, enters into this Agreement with the Department of Pesticide Regulation, hereinafter referred to as DPR.
2. This Agreement will commence on the start date May 1, 2016 as presented herein or upon final approval by the State, whichever is later and no work shall begin before that time. This Agreement is of no effect unless approved by the State. Contractor shall not receive payment for work performed prior to approval of the Agreement and before receipt of notice to proceed by the Contract Manager. This Agreement shall expire on April 15, 2018. The services shall be provided during normal working hours, Monday through Friday, except State holidays.
3. All inquiries during the term of this Agreement will be directed to the project representatives listed below:

Department of Pesticide Regulation	Department of Fish and Wildlife
Environmental Monitoring Branch	Fish and Wildlife Water Pollution Control Laboratory
Contract Manager: Xin Deng	Project Manager: Martice Vasquez
Address: 1001 I Street, MS-3B Sacramento, CA 95814	Address: 2005 Nimbus Road Rancho Cordova, CA 95670
Bus. Phone No.: 916-445-2506	Bus. Phone No.: 916 358-0315
Fax No: 916-324-4088	Fax No: 916-985-4301
E-mail: <a href="mailto:xin.deng@cdpr.ca.gov">xin.deng@cdpr.ca.gov</a>	E-mail: <a href="mailto:martice.vasquez@wildlife.ca.gov">martice.vasquez@wildlife.ca.gov</a>

The project representatives during the term of this Agreement may be changed by mutual written agreement of the parties without the necessity of an amendment to the Agreement.

**4. Project Objectives**

DPR's Environmental Monitoring Branch (EMB) will conduct several research studies to determine pesticide concentration in surface runoff from agricultural fields or urban areas. EMB and Marine Pollution Studies Laboratory, UC Davis will collaborate in investigating approaches for pesticide runoff mitigation. Data from the studies will be used 1) to evaluate the effectiveness of pesticide mitigation projects; 2) to calibrate and/or validate computer runoff prediction models; 3) to determine the success of DPR's new urban pyrethroid regulations; and 4) to quantify the level of fipronil in urban watersheds. CDFW will analyze the runoff, sediment and Continuous Low-level Aquatic Monitoring (CLAM) samples to determine pesticide concentration.

**EXHIBIT A**  
**STANDARD AGREEMENT**

5. CDFW agrees to provide the following services:
  - A. CDFW shall analyze surface water and/or sediment samples, and CLAM discs for fipronil (and degradates), organophosphates, pyrethroids, carbamates, neonicotinoids, urea herbicides, synthetic auxin herbicides, triazines and fungicides. Specific analytes shall be selected from CDFW's screen lists for the above mentioned pesticide groups.
  - B. CDFW shall provide analytical reports within one hundred twenty (120) days following receipt of samples.
  - C. CDFW shall submit the final invoice to DPR within thirty (30) calendar days following the expiration of this Agreement.
6. DPR's Responsibilities

DPR and its collaborator (Marine Pollution Studies Laboratory, UC Davis) will collect samples and submit them to CDFW for analyses on an as needed basis.

**EXHIBIT B**  
**Standard Agreement**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Invoicing**

- A. For services satisfactorily rendered and approved by the Contract Manager and upon receipt and approval of the invoices, DPR agrees to compensate Contractor, in arrears, for actual allowable costs incurred as specified herein and in accordance with the rates specified herein or attached hereto. Incomplete or disputed invoices shall be returned to Contractor, unpaid, for correction.
- B. Invoices will include the Agreement Number, and will be itemized in accordance with the Rates in this Exhibit, and will be submitted in triplicate, not more frequently than monthly or less than quarterly in arrears, to:

Department of Pesticide Regulation  
Attn: Accounts Payable  
P.O. Box 4015, MS-4A  
Sacramento, CA 95812-4015

**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, DPR shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and 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, DPR shall have the option to either cancel this Agreement with no liability occurring to DPR, or offer an Agreement Amendment to Contractor to reflect the reduced amount.

**3. Payment**

- A. Costs for this Agreement shall be computed in accordance with State Administrative Manual (SAM) Sections 8752 and 8752.1.
- B. Nothing herein contained shall preclude advance payments pursuant to Article 1, Chapter 3, Part 1, Division 3, Title 2 of the California Government Code, Sections 11256 and 11257.

**EXHIBIT B**  
**Standard Agreement**

**4. Rates**

**Table I - Details Budget**

<b>Analysis, Analysis Disks (cartridges), or Service</b>	<b>Number*</b>	<b>Cost/Sample**</b>
Water Samples		
Short OP (organophosphate) List Analysis	0 — 200	\$269
PY (pyrethroid) Analysis	0 — 200	\$269
Carbamates Analysis	0 — 200	\$232
Neonicotinoids Analysis	0 — 200	\$431
Fungicide Analysis	0 — 200	\$484
Triazine Analysis	0 — 200	\$323
QC — Water Samples	0 — 70	
Laboratory Method Blank		\$0
Laboratory Control Spike in Duplicate		\$0
Matrix Spikes in Duplicate (per sample analysis)		Same as cost/sample for respective analysis
Blind Spikes		Same as cost/sample for respective analysis
Field/Rinse Blanks		Same as cost/sample for respective analysis
CLAM		
Analysis	0 — 30	\$614
Sediment Samples		
Pyrethroids Analysis	0 — 100	\$538
Fipronil & Degradates Analysis	0 — 100	\$646
QC — Sediment (PY, FP)	0 — 20	
Laboratory Method Blank		\$0
Laboratory Control Spike in Duplicate		\$0
Matrix Spikes in Duplicate (per sample analysis)		Same as cost/sample for respective analysis
Blind Spikes		Same as cost/sample for respective analysis
Field/Rinse Blanks		Same as cost/sample for respective analysis
<b>Sub-total</b>		<b>\$51,851.85</b>
<b>Overhead (35%***)</b>		<b>\$18,148.15</b>
<b>Total</b>		<b>\$70,000.00</b>

\*All analysis may not be performed. Exact number of sample will not be known until after study protocols have been established. Total cost for Agreement not to exceed \$70,000.00. Disks (cartridges) for C.L.A.M. sampler can be purchased.

\*\* Cost per sample breakdown: Materials 33%, Personnel and Benefits 67%.

\*\*\*In order to recover full costs, the contractor has approval to adjust the Indirect Cost Rate (ICRP) or overhead rate in accordance with the latest ICRP approved by the Department of Finance and the U.S. Department of Interior. Increases or decreases to the ICRP must not increase or decrease the total contract amount allocated per fiscal year. The overhead rate will be applied to all analysis, purchases, and work performed. Maximum rates are given; costs can be less than or equal to the maximum rates.

**EXHIBIT B**  
**Standard Agreement**

**5. Cost Limitation**

- A. The total amount of this Agreement shall not exceed \$70,000.00.
- B. It is understood and agreed that this total is an estimate and that DPR will pay for only those services actually rendered as authorized by the DPR Contract Manager or his/her designee.

**EXHIBIT D**  
**Standard Agreement**

**SPECIAL TERMS AND CONDITIONS**

**1. Termination**

- A. Either Party reserves the right to terminate this agreement without cause upon 30 days written notice to the other Party, 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, including any non-cancelable obligations.
- 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 30 days notice to contractor.

**2. Subcontracting**

CDFW shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted unless the subcontract(s) is identified in this Agreement.

**3. Dispute Resolution**

- 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 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 to perform all its responsibilities under this agreement during any dispute until notified to stop work or expiration of this Agreement.

**4. 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

**EXHIBIT D**  
**Standard Agreement**

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.