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| AGREEMENT NUMBER 15-C0003 |
| REGISTRATION NUMBER 1429962 |

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
The Regents of the University of California
2. The term of this Agreement is: **July 1, 2015 or upon final approval by the State, whichever occurs later, through June 30, 2017**
3. The maximum amount of this Agreement is: **\$ 33,087.47**
Thirty-three thousand eighty-seven dollars and forty-seven 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 | 2 Pages |
| Exhibit B – Budget Detail and Payment Provisions | 3 Pages |
| Exhibit C* – General Terms and Conditions (GIA 610) | |
| Exhibit D - 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.ols.dgs.ca.gov/Standard+Language/default.htm>*

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

| CONTRACTOR | | California Department of General Services Use Only |
|---|--|---|
| CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) The Regents of the University of California | | |
| BY (Authorized Signature)  | DATE SIGNED(Do not type) 7-10-2015 | |
| PRINTED NAME AND TITLE OF PERSON SIGNING Wendy Ernst Contracts & Grants Officer | | |
| ADDRESS 2801 Second Street Davis, CA 95618 | | |
| STATE OF CALIFORNIA | | |
| AGENCY NAME Department of Pesticide Regulation | | |
| BY (Authorized Signature)  | DATE SIGNED(Do not type) 7-15-15 | |
| PRINTED NAME AND TITLE OF PERSON SIGNING Lu Saepanh, Fiscal Services and Business Operations Branch Chief | | |
| ADDRESS 1001 I Street, Sacramento, CA 95814 | | |
| | | <input checked="" type="checkbox"/> Exempt per: Delegation Letter 74.5 |

EXHIBIT A
STANDARD AGREEMENT

SCOPE OF WORK

1. This Agreement is between The Regents of the University of California, hereinafter referred to as UC ANR or Contractor, and the Department of Pesticide Regulation, hereinafter referred to as DPR.
2. This Agreement will commence on the start date July 1, 2015 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 the approval of the Agreement and before receipt of notice to proceed by the Contract Manager. This Agreement shall expire on June 30, 2017. The services shall be provided during normal working hours.
3. The Project Representatives during the term of this Agreement will be:
 - A. All official communications, except invoices, from the Contractor to DPR shall be directed to the attention of the DPR Contract Manager, **Dr. Robert Budd**, at:

Department of Pesticide Regulation
Environmental Monitoring Branch, MS 3B
1001 I Street
P.O. Box 4015
Sacramento, CA 95812-4015

Phone (916) 445-2505 Fax (916) 324-4088
Email: rbudd@cdpr.ca.gov

- B. All invoices from the Contractor to DPR shall be directed to:

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

- C. All programmatic communications from DPR to the Contractor shall be directed to the attention of **Dr. Darren Haver** at:

University of California Cooperative Extension - Orange County
7601 Irvine Blvd
Irvine, CA 92618

Phone (949) 653-1814 Fax (949) 653-1800
Email: dlhaver@ucanr.edu

EXHIBIT A
STANDARD AGREEMENT

- D. All administrative communications, except payments, from DPR to the Contractor shall be directed to the attention of Kathy Nolan, Director, or designee at:

ANR Office of Contracts & Grants
2801 Second Street
Davis, CA 95618

Phone: (530) 750-1303
Email: knolan@ucanr.edu

- E. All payments from DPR to the Contractor shall be directed to:

Cashier's Office
PO Box 989062
West Sacramento, CA 95798-9062

- F. The Project Representatives during the term of this Agreement may be changed by mutual written agreement without the necessity of formal amendment to this Agreement.

4. UC ANR agrees to provide the following services using the standardized storm water sampling protocol, Caltrans Comprehensive Protocols Guidance Manual, 2003 at <http://www.dot.ca.gov/hq/env/stormwater/pdf/CTSW-RT-03-105.pdf>; including:

- A. Track potential rainstorm events within Laguna Niguel and Aliso Viejo and prepare for two stormwater events between July 1, 2015 and June 30, 2016 (FY 15-16) and two events between July 1, 2016 and June 30, 2017 (FY 16-17) with a predicted rainfall amount great enough to produce runoff from urban landscapes;
- B. Complete repairs on existing autosamplers that are in need of maintenance;
- C. Maintain sampling equipment and site conditions to ensure accurate flow and water quality measurements can be obtained on an annual basis, with scheduled site visits before and in-between sampling events (9 times/yr);
- D. Program and activate all installed autosamplers designated for this study before four storm events to collect storm water runoff; and,
- E. Provide DPR with a maintenance schedule and a written summary of work performed after each site visit.

5. Responsibilities of DPR

DPR will notify UC ANR by e-mail at least 48 hours prior to storm events during which storm water runoff is to be collected by autosamplers.

EXHIBIT B
Standard Agreement

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing

- A. Upon receipt and approval of invoices by the Contract Manager for services performed according to the Scope of Work in Exhibit A and the terms of this Agreement, 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**

- C. Contractor will be reimbursed for direct costs, other than salary costs, that are identified in the Contractor's rates.
- D. Contractor will bill in arrears for costs incurred during the billing period. If applicable, salary costs will be itemized and billed by position. Documentation supporting specific salary costs will be presented if requested by DPR. Non-wage costs will be billed, in summary, according to general expense categories. A detailed report of transactions will support the billing. Individual expenditures exceeding \$500.00 will be supported by a photocopy of the original documentation. Documentation in support of expenditures less than \$500.00 will be presented if requested by DPR.
- E. Contractor shall not commence performance of work or services until this contract has been approved by the State. No payment will be made prior to approval nor for any work performed prior to approval of this Agreement.

4. Rates

Rates for these services are as follows:

Table I – Expenditures by Budget Category

| Budget Category | Total |
|---------------------------------|--------------|
| Personnel Salary | \$11,998.72 |
| Personnel Benefits ^① | \$6,577.75 |
| Travel ^② | \$1,000.00 |
| Operating Expenses ^③ | \$6,893.50 |
| Total Direct Costs | \$26,469.97 |
| Indirect Costs ^④ | \$6,617.50 |
| Estimated Cost | \$33,087.47 |

- ① Benefits include: Worker's Compensation and other benefits appropriate for title (NOTE: Student Interns are non-personnel employees with no benefits and shall be excluded from the percentage calculation of this line item.)
- ② Travel - Invoice for payments on travel shall be based on the UC travel rates and guidelines.
- ③ Operation Expenses Includes: material and supplies, printing, telephone, Internet and other communication media; postage; software; proprietary data; recording instruments; sample storage and shipping materials. This line item does not include any equipment with a unit acquisition of \$5,000 or more.
- ④ Indirect Costs calculated at 25% of Total Direct Costs, includes: department and general administration, and sponsored projects administration (off-campus other sponsored activity rate).

EXHIBIT B
Standard Agreement

Table II. Detail of Salaries and Wages & Direct Benefits

| | FY 15-16 | | | FY 16-17 | | |
|---|-----------------------------------|-------|------------|----------------------|-------|--------------------|
| | Salary/hr | Hours | Cost (\$) | Salary/hr | Hours | Cost (\$) |
| Staff Research Associate I | \$19.55/hr | 128 | \$2,502.40 | \$19.94/hr | 128 | \$2,552.32 |
| Staff Research Associate I | \$19.98/hr | 128 | \$2,557.44 | \$20.37/hr | 128 | \$2,607.36 |
| Community Educator II | \$22.02/hr | 40 | \$880.80 | \$22.46/hr | 40 | \$898.40 |
| Personnel Salary Costs | | | \$5,940.64 | \$6,058.08 | | |
| Total Personnel Salary Costs | | | | | | \$11,998.72 |
| | Benefits Rate (% of Salary Costs) | | | | | |
| Staff Research Associate I | 52.70% of \$2,502.40 | | \$1,318.76 | 52.70% of \$2,552.32 | | \$1,345.07 |
| Staff Research Associate I | 52.70% of \$2,557.44 | | \$1,347.77 | 52.70% of \$2,607.36 | | \$1,374.08 |
| Community Educator II | 67.00% of \$880.80 | | \$590.14 | 67.00% of \$898.08 | | \$601.93 |
| Personnel Benefits Costs | | | \$3,256.67 | \$3,321.08 | | |
| Total Personnel Benefits Costs | | | | | | \$6,577.75 |
| Salary & Benefits Costs Subtotal | | | \$9,197.31 | \$9,379.16 | | |
| Salary & Benefits Total Cost | | | | | | \$18,576.47 |

5. Cost Limitation

- A. The total amount of this Agreement shall not exceed \$33,087.47
- 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 thirty (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

Contractor shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted.

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 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

EXHIBIT D
Standard Agreement

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.

5. Contractor Evaluation

The Contractor is hereby notified that its performance under this Agreement may be evaluated within 30 calendar days following the Expiration of this Agreement. The evaluation may include statements on the adequacy of the service or the product, whether the service was satisfactory, whether the service or the product was provided or completed within the time limitations, reasons for time or cost overruns, whether the product is operational or being utilized by the State, and/or the State plans for implementation, and the State's general impression as to the competency of the Contractor and its staff. The evaluation shall be filed in the State's official Contractor Evaluation File.