

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
 STD 213 (Rev 06/03)

CDFW # R1675003

AGREEMENT NUMBER <b>16-C0051</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: July 1, 2016 or upon final approval by the State, whichever occurs later, through June 30, 2019

3. The maximum amount of this Agreement is: **\$78,927.00**  
**Seventy-eight thousand nine hundred twenty-seven 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	2 Pages
<b>Exhibit C*</b> – General Terms and Conditions (GIA 610)	*
<b>Exhibit D</b> - Special Terms and Conditions	1 Page
<b>Exhibit E</b> – Additional Terms and Conditions	1 Page

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.)

**California Department of Fish and Wildlife**

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

**Karen Edgren, Chief, Business Management Branch**

ADDRESS

1416 9<sup>th</sup> Street, 12<sup>th</sup> Floor  
 Sacramento, CA 95814

**STATE OF CALIFORNIA**

AGENCY NAME

**Department of Pesticide Regulation**

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

**Samantha Lewis, Business Services Office Manager**  
**Lu Saephanh, FSBOb Chief**

ADDRESS

1001 I Street, 4<sup>th</sup> Floor, 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 July 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 June 30, 2019. 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 (DPR)	Department of Fish and Wildlife
Environmental Monitoring Branch	Fish and Wildlife Water Pollution Control Laboratory
Contract Manager: Robert Budd	Project Manager: Gail Cho
Address: 1001 I Street, MS-3B Sacramento, CA 95814	Address: 2005 Nimbus Road Rancho Cordova, CA 95670
Bus. Phone No.: 916-445-2505	Bus. Phone No.: 916-358-2840
Fax No: 916-445-4405	Fax No: 916-985-4301
E-mail: <a href="mailto:robert.budd@cdpr.ca.gov">robert.budd@cdpr.ca.gov</a>	E-mail: <a href="mailto:Gail.Cho@wildlife.ca.gov">Gail.Cho@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) in cooperation with The State Water Resources Control Board (SWRCB) will conduct surface water monitoring to help determine the success of DPR's new urban pyrethroid regulations and to quantify the level of fipronil in urban watersheds. CDFW will analyze the runoff samples, as specified by DPR, 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 for pyrethroids and/or fipronil. CDFW shall complete sample analyses.
- B. CDFW shall provide analytical reports to DPR within sixty (60) 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 or Marine Pollution Studies Laboratory at Granite Canyon, on behalf of DPR, will collect samples and submit them to CDFW for specified 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 shall include the Agreement Number, shall be itemized in accordance with the Rates detailed in Item 5 of this Exhibit, and 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.
- C. Contractor will be reimbursed for direct costs, other than salary costs, that are identified in the Contractor's rates.

**EXHIBIT B  
 STANDARD AGREEMENT**

- 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 the 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. Cost Limitation**

- A. The total amount of this Agreement shall not exceed \$ 78,927.00.
- 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.

**5. Rates for these services are as follows:**

**Table I - Details Budget**

Analysis	Number of analyses	Cost/Sample
Sediment samples (PY Screen)	0 to 75	513.00
Sediment samples (FP Screen)	0 to 75	615.00
<b>QC--sediment (PY)</b>	0 to 50	
Matrix blank		513.00
Matrix spike duplicate		513.00
<b>QC--sediment (FP)</b>	0 to 50	
Matrix blank		615.00
Matrix spike duplicate		615.00
	Sub-Total	\$58,464.00
	Overhead (35%**)	\$20,463.00
	Total	\$78,927.00*

\* All analysis may not be performed. Total cost for Agreement not to exceed \$78,927.00. Exact number of samples will not be known until after study protocols have been established.

\*\* 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.

**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 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.

**EXHIBIT E**  
**Standard Agreement**

**ADDITIONAL PROVISIONS**

**Contractor Evaluation**

The Contractor is hereby notified that its performance under this Agreement may be evaluated within thirty (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.