

AGREEMENT NUMBER

**4600007984**

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Department of Water Resources

CONTRACTOR'S NAME

Regents of the University of California, Davis

2. The term of this Agreement is: July 1, 2008 through June 30, 2013  
This Agreement shall not become effective until approved by the Department of General Services.
3. The maximum amount of this Agreement is: \$1,500,000.00  
One Million Five Hundred 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.

Exhibit A – Scope of Work	8 pages
Attachment 1 – Sample Task Order	2 pages
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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 [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language)

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

**CONTRACTOR**

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

The Regents of the University of California, Davis

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Ahmad Hakim-Elahi, Director of Sponsored Programs

ADDRESS

Office of Research, Sponsored Programs  
1850 Research Park Drive, Suite 300  
Davis, CA 95618

**STATE OF CALIFORNIA**

AGENCY NAME

Department of Water Resources

BY (Authorized Signature)

PRINTED NAME AND TITLE OF PERSON SIGNING

John Woodling, Acting Chief, Division of Planning and Local Assistance

ADDRESS

P.O. Box 942836-0001  
Sacramento, CA 94236-0001

**California Department of General  
Services Use Only**

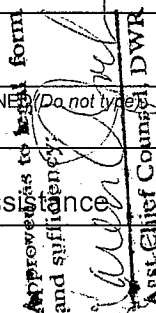
Approved as to form  
and sufficiency  
by  
  
Asst. Chief Counsel DWR

Exhibit C\* – General Terms and Conditions

GIA 101

Exhibit D – Special Terms and Conditions for Department of Water Resources (Regents of University of California) (Trustees of the California State University), DWR 9542 (Rev. 6/05)

2 pages

Exhibit E – Additional Provisions

1 page

Attachment 1 – Publication Provisions

2 pages

Attachment 2 – Lodging and M&IE Reimbursement Caps

1 page

Attachment 3 – Standard Contract Language Regarding Political Reform Act Compliance

2 pages

Attachment 4 – Protection of Confidential Information

2 pages

## **Scope of Work**

### **1. General Description of Services**

- A. The Regents of the University of California, hereafter referred to as "Contractor" or "UC Davis" agree to provide research and validation services to improve data and analytical tools for use by the Department of Water Resources (DWR). The purpose of these services is to produce useful and more integrated information on climate change, flood management, water demand, water supply, water quality, hydrodynamics, environmental objectives, economic performance, social and equity objectives, and their joint management and operations.
- B. UC Davis will investigate ways to integrate water data and information from different entities to understand and resolve regional and statewide water management issues. This investigation includes researching the feasibility of information exchange and management systems and more integrated analytical tools that can be used to document and share knowledge as it is developed.
- C. UC Davis will provide services that include but are not limited to the types of work listed below in Section 4, Specific Areas of Research and Support. UC Davis will perform services as mutually defined and expressed by the DWR, in writing, under individual Task Orders.

### **2. Contract Management**

- A. The services shall be performed at the Watershed Sciences Center within the John Muir Institute for the Environment at the University of California, Davis.
- B. UC Davis shall designate a Project Manager and a Contract Principal Investigator for the overall management of this agreement. UC Davis shall also designate one or more Principal Investigators for each Task Order that is developed under this agreement.

- C. The project representatives during the term of this agreement are specified below.

State Agency: California Department of Water Resources, DWR	Contractor: University of California, Davis
Name: Rich Juricich	Jay Lund
Phone: (916) 651-9225	Phone: (530) 752-5671
Fax: (916) 651-9289	Fax: (530) 752-7872

Direct all inquiries to:

State Agency: California Department of Water Resources, Division of Planning and Local Assistance	Contractor: Regents of University of California
Section/Unit: Statewide Water Planning Branch	Section/Unit: Office of Research, Sponsored Programs
Attention: : Rich Juricich	Attention: Ahmad Hakim-Elahi, Ph.D., J.D.
Address: P.O. Box 942836 Sacramento, CA 94236-0001	Address: 1850 Research Park Drive, Suite 300 Davis, CA 95618
Phone: (916) 651-9225	Phone: (530) 747-3828
Fax: (916) 651-9289	Fax: (530) 747-3929

- D. The UC Davis Contract Principal Investigator for this Contract is Dr. Jay Lund, Department of Civil and Environmental Engineering, UC Davis.

- E. During the term of this Agreement, the project representatives and the UC Davis Contract Principal Investigator may be changed by mutual written agreement of DWR and UC Davis without the necessity of an amendment to this Agreement.

### 3. Task Orders

- A. DWR will assign a specific project to UC Davis by issuing a Task Order. Exhibit A, Attachment 1 contains a sample Task Order.
- B. **Process.** When DWR determines the need for a project, it will prepare a draft Task Order without a cost estimate. The draft Task Order will identify the scope of work, expected results, schedule for progress reports, deliverables, period of performance, a schedule of deliverables with appropriate milestones, and other elements as shown in Exhibit A, Attachment 1. After reviewing the draft Task Order, UC Davis will return it to DWR with a named Principal Investigator and a cost estimate using the

format in Exhibit A, Attachment 1. When DWR and UC Davis have mutually agreed to items in the draft Task Order, DWR will prepare the final version of the Task Order. A Task Order is considered to be executed when it has been signed by the authorized representative for DWR and the authorized representative for UC Davis.

- C. **Period of Performance.** Each Task Order shall have a beginning and ending date. UC Davis shall not commence work until the Task Order has been executed and DWR's Contract Manager has issued a notification to proceed. No Task Order shall have an ending date that is later than the expiration of this Agreement. DWR will not reimburse UC Davis for any work on a Task Order that occurs before the Task Order is executed. DWR will not reimburse UC Davis for any work on a Task Order that is performed after the ending date of the Task Order.
- D. **Task Order Amendments.** The ending date and the dollar amount of a Task Order shall be changed only by amending the Task Order. An amendment shall become effective only when it has been fully executed, that is, signed by the authorized representative of DWR and UC Davis.

#### 4. Specific Areas of Research and Support

UC Davis has expertise in the theory of water resources management and planning. UC Davis shall provide the following services:

- A. Conceptual models of California's water management system

Research and test ways of applying an iterative development process used widely in the computer software industry to assist with the development of conceptual models of California's water management system. This iterative approach (called the Unified Process) will be based on object-oriented thinking, and will allow DWR and stakeholders to identify and describe the relevant aspects of the real world that should be represented in an analytical tool. The conceptual models will be developed collaboratively with stakeholders to document the requirements of the system and a shared understanding of the water management system model. Researchers will also evaluate how existing off-the-shelf software could be applied to assist with describing conceptual models of the water management system.

- B. Scientific assessment of models

Work with DWR staff to facilitate the independent assessment of the scientific merit of existing models and analytical approaches used by DWR for water resources planning and management studies. Assist DWR with

identifying experts to serve as independent reviewers of DWR's models. Results of the independent assessments may be used to guide improvements to DWR's models conducted under other sections of this contract. For the purpose of this contract, scientific assessments sponsored by the California Water and Environmental Modeling Forum are considered to be scientifically independent.

C. Common schematic

Collaboratively research and test ways of representing a digital schematic of California's physical water management system to form common linkages of information sharing among local, regional, State, and federal planning efforts in California. The intent is to provide a common spatial framework for hydrologic, economic, ecologic, biologic, and water management data and studies. This effort will work collaboratively with local, State, and federal water agencies and individuals with relevant interest and experience. The schematic will be developed in a way that provides data linkages among models and analysis used in statewide water planning, including CalSim-III, Water Plan Water Portfolios, C2VSIM, CVPM, CALAG, LPCSIM, DETAW, SIMETAW, CUP, CALVIN, and DSM2.

D. Sensitivity and uncertainty analyses

Conduct multi-variant sensitivity analyses and capability to quantify uncertainties and the degree of confidence in models and modeling results used in statewide water planning. Models include CalSim-III, Water Plan Water Portfolios, C2VSIM, CVPM, CALAG, LPCSIM, DETAW, SIMETAW, CUP, CALVIN, and DSM2.

E. Integrated water management analysis

Research and validate new methods for linking information generated by existing and new models and analytical tools for integrated planning and analysis of multiple resource objectives. For example, there is an urgent need to have integrated analysis of climate change effects on water supply management, flood management, and environmental management and how the water management system can be operated to achieve broad benefits. Climate change impacts on listed species and the associated constraints for water management needs to be investigated. Other potential areas of research include floodplain roughness research, fish passage assessment for native fishes, ecosystem function modeling, fish habitat utilization and physiological research, levee condition modeling of plant or structural components relative to fisheries population effects and habitat utilization. Tasks under this section will evaluate the feasibility of

linking information generated from multiple models covering different aspects of water management system to promote integrated planning and analysis.

F. Future land use estimates

Research methods and work with DWR staff to implement improvements to analytical methods used to estimate future land use. Research will include an assessment of how water management conditions and state, national, and global economic and policy factors can influence future land use decisions and agricultural production within California today and into the future. Analytical methods need to include multiple scenarios that represent differences in future economic conditions, critical habitat for listed species, flood plain management activities, and other assumptions. Researchers will identify and support improvements to existing models to include estimates of future land use and identify new methods for estimating future land use. Models that will be considered for improvements under this section include CalSim-III, Water Plan Water Portfolios, C2VSIM, CVPM, CALAG, LPCSIM, DETAW, SIMETAW, CUP, CALVIN, and DSM2.

G. Data exchange, sharing, and visualization

Research and validate methods to share data internally within DWR and externally with local entities for use in statewide and regional analyses. The goal is to identify common standard specifications and techniques for sharing different hydrology, biology, ecology, and land use data sets managed by different entities and enhance their use and usability. Develop a feasibility study report for implementing potential data exchange, sharing, and visualization technologies to support DWR's programs.

H. Improvement of existing DWR analytical tools

Research and define improvements to existing models employed by DWR to fulfill program needs for those improvements that require expert knowledge from UC Davis researchers working with DWR staff. Activities could include expanding the geographic coverage of analytical tools, improving the conceptual and theoretical basis of analytical tools, and improving the integration of existing models with other models. For example, there is a need to employ expert knowledge from UC Davis researchers to work with DWR staff to research and validate enhancements to the DSM2 model to include cohesive and non-cohesive sediment transport. Another example is enhancements to IWFM (Integrated Water Flow Model): working with DWR staff to research and

validate efficient solvers for large matrices, automated finite-element grid builders for model applications, dynamic routing of water streams, root zone accounting, and unsaturated flow.

I. Multiple objective optimization

Research and validate techniques for performing multiple objective modeling studies to optimize water management related to water supply, flood risk management, water quality, economic, environmental, or other objectives. Evaluate applicability of existing models, needed improvements to existing models, and document new analytical techniques to perform multiple objective analysis.

J. Student internship programs

Develop programs that create opportunities for university students to work directly with DWR on activities associated with this contract and provide training that facilitates future employment with DWR.

K. Facilitation services for technical and scientific meetings

Provide facilitation services for technical and scientific meetings to discuss products developed under this contract and identify improvements needed to obtain broad acceptance of products by the scientific community and increasing the public knowledge and understanding of models. This will include facilitation of public workshops to discuss activities under this contract.

L. Training and knowledge transfer

Implement and support training for DWR personnel and others participating in DWR's planning activities to facilitate the effective transfer of knowledge from tasks conducted under this contract into DWR's analytical capabilities and programs. Training may be provided in classroom settings, in workshops, through electronic media such as the internet, or other methods as mutually agreed upon by DWR and UC Davis.

M. Technical applications and support for studies

Provide technical applications and technical support for studies to be specified where expert knowledge from UC Davis researchers is required. For example, during development of the California Water Plan, specific studies by UC Davis experts may be required to analyze the different effects of climate change on the management of the Sacramento-San



Joaquin Delta. Specific data and reporting requirements will be included in each Task Order written for this section.

## **5. Collaboration with Others Technical Experts**

- A. The state of the science research and development activities under this contract may require outreach to and collaboration with other experts associated with the University of California system, other universities, and governmental and non-governmental research organizations. UC Davis may establish mechanisms to collaborate with such other experts in accordance with subcontracting requirements specified in this Agreement in Exhibit D.
- B. DWR has a collaborative relationship with the California Water and Environmental Modeling Forum (CWEMF) to share DWR's analytical tool and data development activities. DWR has developed the Statewide Water Analysis Network (SWAN) as the technical advisory group for the California Water Plan. UC Davis shall participate in these forums to share products developed under this Agreement as specified in individual Task Orders.

## **6. Deliverables**

- A. DWR will include project-specific reporting requirements in each Task Order.
- B. For each report, study, and technical memorandum that UC Davis prepares under this Agreement, UC Davis shall provide DWR with one (1) bound copy and (1) electronic copy. The electronic copies shall meet the following requirements:
  - 1. Text based documents shall be submitted as an Adobe® Portable Document Format ("pdf") file using Adobe Acrobat Professional version 7 or newer. The pdf file shall be inclusive of all graphics and be suitable for printing the report, study, or technical memorandum in final form.
  - 2. Spreadsheet files shall be in Microsoft Excel format, Version 2003 or newer. Spreadsheet files shall not be locked or otherwise developed so as to prevent DWR's staff from making future updates or modifications to the designs for tables or macros.
  - 3. Database files shall be in Microsoft Access format, Version 2003 or newer, unless otherwise specified in a Task Order.

Database files shall not be locked or otherwise developed so as to prevent DWR's staff from making future updates or modifications to the designs for tables, queries, macros, or reports.

4. UC Davis shall provide appropriate documentation for the contents of all electronic media that it submits to DWR.
  5. UC Davis shall not format electronic files as "view only" or "read only" unless so specified in a Task Order.
  6. DWR may change these software requirements within an individual Task Order.
- C. Each Task Order will specify the number of additional copies of these documents that UC Davis shall produce for distribution.
- D. For a Task Order that requires a written report, UC Davis shall produce documents that are well written and clearly explain the project and any findings from the project.
- E. UC Davis shall provide DWR with a draft of each written report for review and shall give due consideration to DWR's comments in preparing the final report. When reviewing the UC Davis draft reports, DWR will not submit comments that distort UC Davis' findings and recommendations or in any way limit UC Davis' methodology for the project.

Attachment 1  
Sample Task Order

Project Title	
Contract Number	
Task Order Number	
Term of Task Order	

I. Project Description

[ General description of project ]

II. Objectives

[ Objectives of the project ]

III. Tasks

[ Detailed activities, steps, and phases of work ]

IV. Deliverables

[ All expected deliverables including schedule, products, studies, workshops, reports, etc. List specific factors, criteria, and evaluation requirements upon which performance will be measured. See Exhibit A for additional instructions on deliverables.]

V. Project personnel

[ Identify specific project personnel including UC Davis Principal Investigator, DWR Contract Manager, UC Davis support staff, and subcontractors. Describe qualifications of key personnel not specified in original agreement. ]

VI. Budget detail

[ Breakdown of Task Order budget including actual hours by classification, other direct costs, operating expenses, equipment costs, and facilities and administration costs, and total Task Order costs. See Exhibit B for details on reimbursable costs. ]

VII. Period of Performance

UC Davis shall complete all work under this Task Order within the following time period:

Start Date: (Month / Day / Year)

End Date: (Month / Day / Year)

VIII. Signatures

I certify that this Task Order complies with the provisions of Agreement No. \_\_\_\_\_ and is necessary for the satisfactory completion of products for which DWR has contracted, and sufficient funding has been encumbered to pay for this work.

\_\_\_\_\_  
DWR Authorized Representative (Date)

\_\_\_\_\_  
UC Davis Authorized Representative (Date)

## **EXHIBIT B**

### **BUDGET DETAIL AND PAYMENT PROVISIONS**

- I. **INVOICING AND PAYMENT:** Contractor shall submit three (3) copies of the invoice to the State only after receiving **written** notice of satisfactory completion or acceptance of work by the DWR Contract Manager. **The State will not accept an invoice for which work has not been approved and will return the invoice as a disputed invoice to the Contractor.**

Invoices shall be submitted only after completion of a Task Order or at milestones identified in a Task Order, not more often than monthly, in arrears, bearing the contract number.

Submit two (2) copies of each invoice to the Contract Manager at the following address:

Rich Juricich  
Department of Water Resources  
Division of Planning and Local Assistance  
P.O. Box 942836  
Sacramento, CA 94236-0001

Submit one (1) additional copy of each invoice simultaneously to the DWR Accounting Office at the following address in order to expedite approval and payment:

DWR Accounting Office, Contracts Payable Unit  
P.O. Box 942836  
Sacramento, California 94236-0001

Undisputed invoices shall be approved for payment within 45 days of the date received by the Contract Manager and/or the Accounting Office, whichever date occurs later.

- II. **BUDGET CONTINGENCY CLAUSE:** 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, the State 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.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either: cancel this Agreement with no liability occurring to the State, or offer an Agreement Amendment to Contractor to reflect the reduced amount.

### Task Order Invoicing

1. Upon approval of the invoices, DWR agrees to compensate UC Davis for actual expenditures in accordance with the rates specified in Exhibit B, Attachments 2 through 9.
2. The method of payment for this Agreement will be based on actual costs. Wages and fringe benefits will be reimbursed at actual costs. Actual costs shall not exceed the estimated wage rates and other estimated costs.
3. UC Davis will bill in arrears for costs incurred during the billing period. If applicable, salary costs will be itemized and billed by position classification. Documentation supporting specific salary costs will be presented if requested by DWR. 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 DWR.
4. An invoice shall be for a single Task Order using the Sample Task Order format provided in Exhibit A, Attachment 1, and shall include the following information:
  - a. Task Order number
  - b. Task Order title
  - c. Invoice number unique to the invoice and in consecutive order of the Task Order
  - d. Time period of the invoice
  - e. Signature of an authorized representative from UC Davis attesting to the accuracy of the invoice.
5. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this Article.
6. Reimbursement Rates
  - a. Personnel Services.
    - i. DWR will reimburse UC Davis for actual hours worked on a Task Order at actual cost not to exceed the University of California's salary and benefits outlined in this Exhibit.
    - ii. The specified rates shall include direct salary costs and employees benefits. For a graduate student who provides research assistance, fringe benefits include student fee remission, which UC Davis shall charge in addition to the student's rate.

- iii. DWR will not reimburse UC Davis for student tuition remission. UC Davis may charge for overtime, but only when DWR's Contract Manager authorizes overtime in advance.
  - iv. When UC Davis authorizes changes to the Salary and Benefit information, UC Davis shall transmit those changes to the DWR's Contract Manager. Upon acceptance by DWR's Contract Manager, the new salaries and benefits will replace the existing to the approved current rate(s).
- b. Operating Expense. DWR will reimburse UC Davis for operating expenses that are identified in the executed Task Order.
  - c. Equipment Expense. DWR will reimburse UC Davis for other than incidental use of equipment at rates that are based upon costs of ownership, maintenance, and operation.
  - d. Facilities and Administration Cost (F&A). F&A rates shall not exceed 25% of a Task Order's total direct cost.

7. Prior Authorization for Travel

- a. DWR will not reimburse UC Davis for the following types of travel unless DWR's Contract Manager has issued written, prior approval for the travel:
  - i. Travel outside the State of California
  - ii. Travel to attend a conference
  - iii. Travel with the purpose of presenting a paper
- b. All travel rates are outlined in Exhibit E.

8. Allowable Costs and Payments

- a. UC Davis shall not commence performance of work or provide services until this Agreement has been approved by the Department of General Services. No payment will be made prior to approval nor for any work performed prior to approval of this Agreement.

**Cost Sheet**

**FY's 2008 - 2012**

**Personnel Services:** **\$1,000,000**

Individual task orders will identify specific researchers as appropriate based on the type and level of expertise needed. See attachments to Exhibit B for details on Salaries and Benefits and provisions for updating rates.

**Travel and Per Diem** **\$50,000**

Travel consists of round trip travel to authorized local California communities for the purpose of researching issues relevant to the purposes of this agreement. (See Exhibit E, #2, Reimbursement Clause.) Overnight stays may be required when work requires consecutive days in a particular community. (See Exhibit B, Attachment 10, for travel and related reimbursement caps.)

**Equipment Expenses** **\$50,000**

Equipment includes purchase of specialized materials including computer hardware and software needed to conduct research identified in individual Task Orders subject to prior written authorization of DWR as described under Exhibit E, #14, of this agreement.

**Miscellaneous Operating Expenses** **\$25,000**

Miscellaneous expenses include incidental charges for photocopying, reproduction, telephone, postage, supplies, and small publication purchases. Also includes conference facility rental fees, meeting supply fees, and audio/visual needs for large meetings.

**Facilities and Administration @25%** **\$375,000**

Includes general costs for contract administration, general administration overhead, and accounts payable processing.

**Total Agreement** **\$1,500,000**



TABLE 3  
FACULTY--LADDER RANKS--BUSINESS/ECONOMICS/ENGINEERING  
ACADEMIC YEAR

Rank	Step	Years at Step	Salary Scale 10/1/06		Salary Scale 10/1/07			
			Annual	Monthly	WITH COLA		WITH COLA & MARKET	
					Annual	Monthly	Annual	Monthly
Assistant Professor	I	2	64,100	5,341.67	65,700	5,475.00	70,900	5,908.33
	II	2	67,300	5,608.33	69,000	5,750.00	74,600	6,216.67
	III	2	70,700	5,891.67	72,500	6,041.67	78,200	6,516.67
	IV	2	74,400	6,200.00	76,300	6,358.33	82,400	6,866.67
	V	2	77,600	6,466.67	79,500	6,625.00	85,900	7,158.33
	VI	2	80,400	6,700.00	82,400	6,866.67	89,000	7,416.67
Associate Professor	I	2	77,700	6,475.00	79,600	6,633.33	86,000	7,166.67
	II	2	80,500	6,708.33	82,500	6,875.00	89,100	7,425.00
	III	2	83,700	6,975.00	85,800	7,150.00	92,700	7,725.00
	IV	3	86,200	7,183.33	88,400	7,366.67	95,500	7,958.33
	V	3	88,800	7,400.00	91,000	7,583.33	98,300	8,191.67
Professor	I	3	86,300	7,191.67	88,500	7,375.00	95,600	7,966.67
	II	3	88,900	7,408.33	91,100	7,591.67	98,400	8,200.00
	III	3	94,600	7,883.33	97,000	8,083.33	104,000	8,666.67
	IV	3	101,300	8,441.67	103,800	8,650.00	110,100	9,175.00
	V	--	109,000	9,083.33	111,700	9,308.33	116,600	9,716.67
	VI	--	117,600	9,800.00	120,500	10,041.67	125,400	10,450.00
	VII	--	125,900	10,491.67	129,000	10,750.00	134,500	11,208.33
	VIII	--	135,500	11,291.67	138,900	11,575.00	144,000	12,000.00
	IX	--	147,200	12,266.67	150,900	12,575.00	155,600	12,966.67

Comp Group A06

\*The Acting Professorial titles, Adjunct Professor Series, Professor in Residence Series, Agronomist in the Agricultural Experiment Station Series, and the Professional Research Series (limited to faculty on research status) in the appropriate disciplines are also paid on the Academic-Year Ladder Ranks Business/Economics/Engineering salary scale.

TABLE 15  
PROFESSIONAL RESEARCH SERIES--BUSINESS/ECONOMICS/ENGINEERING  
FISCAL YEAR

Rank	Step	Years at Step	Salary Scale 10/1/06		Salary Scale 10/1/07		Salary Scale Range 10/1/07	
			WITH COLA		WITH COLA		WITH COLA & MARKET	
			Annual	Monthly	Annual	Monthly	Annual	Monthly
Assistant Research	I	2	74,300	6,191.67	76,200	6,350.00	76,200 - 82,200	6,350.00 - 6,850.00
	II	2	78,100	6,508.33	80,100	6,675.00	80,100 - 86,500	6,675.00 - 7,208.33
	III	2	82,100	6,841.67	84,200	7,016.67	84,200 - 90,700	7,016.67 - 7,558.33
	IV	2	86,000	7,166.67	88,200	7,350.00	88,200 - 95,600	7,350.00 - 7,966.67
	V	2	89,900	7,491.67	92,100	7,675.00	92,100 - 99,700	7,675.00 - 8,308.33
	VI	2	93,200	7,766.67	95,500	7,958.33	95,500 - 103,300	7,958.33 - 8,608.33
Associate Research	I	2	90,000	7,500.00	92,300	7,691.67	92,300 - 99,800	7,691.67 - 8,316.67
	II	2	93,300	7,775.00	95,600	7,966.67	95,600 - 103,400	7,966.67 - 8,616.67
	III	2	97,000	8,083.33	99,400	8,283.33	99,400 - 107,500	8,283.33 - 8,958.33
	IV	3	99,900	8,325.00	102,400	8,533.33	102,400 - 110,800	8,533.33 - 9,233.33
	V	3	103,200	8,600.00	105,800	8,816.67	105,800 - 114,000	8,816.67 - 9,500.00
Research	I	3	100,000	8,333.33	102,500	8,541.67	102,500 - 110,900	8,541.67 - 9,241.67
	II	3	103,300	8,608.33	105,900	8,825.00	105,900 - 114,100	8,825.00 - 9,508.33
	III	3	109,500	9,125.00	112,200	9,350.00	112,200 - 120,600	9,350.00 - 10,050.00
	IV	3	117,600	9,800.00	120,500	10,041.67	120,500 - 127,700	10,041.67 - 10,641.67
	V	--	126,500	10,541.67	129,700	10,808.33	129,700 - 135,300	10,808.33 - 11,275.00
	VI	--	136,200	11,350.00	139,600	11,633.33	139,600 - 145,500	11,633.33 - 12,125.00
	VII	--	145,900	12,158.33	149,500	12,458.33	149,500 - 156,000	12,458.33 - 13,000.00
	VIII	--	156,200	13,016.67	160,100	13,341.67	160,100 - 167,000	13,341.67 - 13,916.67
	IX	--	169,600	14,133.33	173,800	14,483.33	173,800 - 180,500	14,483.33 - 15,041.67

**TABLE 23**  
**STUDENT TITLES**  
**GRADUATE STUDENT RESEARCHER**  
**FISCAL YEAR**

<u>Rank</u>	<u>Step</u>	<u>Salary Scale</u> 10/1/06			<u>Salary Scale</u> 10/1/07		
		<u>Annual</u>	<u>Monthly</u>	<u>Hourly</u>	<u>Annual</u>	<u>Monthly</u>	<u>Hourly</u>
Graduate Student Researcher	I	30,876	2,573.00	14.79	32,424	2,702.00	15.53
	II	33,276	2,773.00	15.94	34,944	2,912.00	16.74
	III	36,900	3,075.00	17.67	38,748	3,229.00	18.56
	IV	39,864	3,322.00	19.09	41,856	3,488.00	20.05
	V	42,516	3,543.00	20.36	44,640	3,720.00	21.38
	VI	44,496	3,708.00	21.31	46,716	3,893.00	22.37
	VII	48,060	4,005.00	23.02	50,460	4,205.00	24.17
	VIII	51,888	4,324.00	24.85	54,480	4,540.00	26.09
	IX	56,052	4,671.00	26.84	58,860	4,905.00	28.19
	X	60,528	5,044.00	28.99	63,552	5,296.00	30.44
Comp Group A58							
Graduate Student Assistant Researcher	I	30,876	2,573.00	14.79	32,424	2,702.00	15.53
	II	35,256	2,938.00	16.89	37,020	3,085.00	17.73
Comp Group A57							

TABLE 24  
POSTDOCTORAL SCHOLAR-EMPLOYEE\*  
POSTDOCTORAL SCHOLAR-FELLOW\*\*  
POSTDOCTORAL SCHOLAR-PAID DIRECT\*\*\*  
- FISCAL YEAR

Salary/Stipend Scale 10/1/06		Salary/Stipend Scale 10/1/07	
<u>Annual Range</u>	<u>Monthly Range</u>	<u>Annual Range</u>	<u>Monthly Range</u>
32,304 - 78,372	2,692.00 - 6,531.00	33,828 - 80,880	2,819.00 - 6,740.00

Comp Group B69

\*The Postdoctoral Scholar-Employee title (Title Code 3252) became available for use on January 1, 2005, except at the San Francisco campus, where the title was implemented on July 1, 2006.

\*\* The Postdoctoral Scholar-Fellow title (Title Code 3253) became available for use on July 1, 2003.

\*\*\* The Postdoctoral Scholar-Paid Direct title (Title Code 3254) became available for use on July 1, 2003.

Individuals in Title Code 3370 ("Postgraduate Research \_\_\_\_\_ - Non Student - Fiscal Year") are subject to the minimums and maximums in this table.

Postdoctoral scholars were not eligible to receive the April 1, 2007 wage increase for lower-paid employees.

UC Davis  
2007-08 Graduate California Resident Student Fees  
Office of Resource Management and Planning

Contract #4600007984  
Exhibit B, Attachment 7  
Page 1 of 1

FULL TIME GRADUATE STUDENT FEES				
CALIFORNIA RESIDENTS	Fall Quarter	Winter Quarter	Spring Quarter	Annually
GSA Fee	\$ 12.00	\$ 12.00	\$ 12.00	\$ 36.00
Memorial Union Fee	\$ 28.50	\$ 28.50	\$ 28.50	\$ 85.50
Facilities and Campus Enhancements Fee	\$ 128.66	\$ 128.66	\$ 128.66	\$ 385.98
Campus Expansion Initiative	\$ 22.00	\$ 22.00	\$ 22.00	\$ 66.00
Student Facilities Safety Fee	\$ 22.00	\$ 22.00	\$ 22.00	\$ 66.00
Student Services Health Fee	\$ 44.00	\$ 44.00	\$ 44.00	\$ 132.00
Health Insurance <sup>[1]</sup>	\$ 480.00	\$ 480.00	\$ 480.00	\$ 1,440.00
Registration Fee	\$ 262.00	\$ 262.00	\$ 262.00	\$ 786.00
Educational Fee	\$ 2,218.00	\$ 2,218.00	\$ 2,218.00	\$ 6,654.00
<b>Total, California Residents</b>	<b>\$ 3,217.16</b>	<b>\$ 3,217.16</b>	<b>\$ 3,217.16</b>	<b>\$ 9,651.48</b>
PART TIME GRADUATE STUDENT FEES				
CALIFORNIA RESIDENTS	Fall Quarter	Winter Quarter	Spring Quarter	Annually
GSA Fee	\$ 12.00	\$ 12.00	\$ 12.00	\$ 36.00
Memorial Union Fee	\$ 28.50	\$ 28.50	\$ 28.50	\$ 85.50
Facilities and Campus Enhancements Fee	\$ 128.66	\$ 128.66	\$ 128.66	\$ 385.98
Campus Expansion Initiative	\$ 22.00	\$ 22.00	\$ 22.00	\$ 66.00
Student Facilities Safety Fee	\$ 22.00	\$ 22.00	\$ 22.00	\$ 66.00
Student Services Health Fee	\$ 44.00	\$ 44.00	\$ 44.00	\$ 132.00
Health Insurance <sup>[1]</sup>	\$ 480.00	\$ 480.00	\$ 480.00	\$ 1,440.00
Registration Fee	\$ 262.00	\$ 262.00	\$ 262.00	\$ 786.00
Educational Fee X 1/2	\$ 1,109.00	\$ 1,109.00	\$ 1,109.00	\$ 3,327.00
<b>Total, California Residents</b>	<b>\$ 2,108.16</b>	<b>\$ 2,108.16</b>	<b>\$ 2,108.16</b>	<b>\$ 6,324.48</b>
GRADUATE UC EMPLOYEE FEES <sup>[2]</sup>				
	Fall Quarter	Winter Quarter	Spring Quarter	Annually
Memorial Union Fee	\$ 28.50	\$ 28.50	\$ 28.50	\$ 85.50
Student Facilities Safety Fee	\$ 22.00	\$ 22.00	\$ 22.00	\$ 66.00
Registration Fee X 1/3	\$ 88.00	\$ 87.00	\$ 87.00	\$ 262.00
Educational Fee X 1/3	\$ 740.00	\$ 739.00	\$ 739.00	\$ 2,218.00
<b>Total</b>	<b>\$ 878.50</b>	<b>\$ 876.50</b>	<b>\$ 876.50</b>	<b>\$ 2,631.50</b>

The amounts on the 2007-08 fee pages represent fees as currently known. Fees are subject to gubernatorial, legislative, Regental, and/or campus action and may change without notice.

<sup>[1]</sup> Students must purchase the Student Health Insurance Plan (SHIP) unless they are able to prove comparable coverage under another insurance plan. More information about the SHIP is available at <http://healthcenter.ucdavis.edu/insurance.html>.

<sup>[2]</sup> Assumes employees are California residents and part-time students.

UC Davis  
2007-08 Graduate Nonresident Student Fees  
Office of Resource Management and Planning

Contract #4600007984  
Exhibit B, Attachment 8  
Page 1 of 1

FULL TIME GRADUATE STUDENT FEES	Fall	Winter	Spring	
NONRESIDENTS	Quarter	Quarter	Quarter	Annually
GSA Fee	\$ 12.00	\$ 12.00	\$ 12.00	\$ 36.00
Memorial Union Fee	\$ 28.50	\$ 28.50	\$ 28.50	\$ 85.50
Facilities and Campus Enhancements Fee	\$ 128.66	\$ 128.66	\$ 128.66	\$ 385.98
Campus Expansion Initiative	\$ 22.00	\$ 22.00	\$ 22.00	\$ 66.00
Student Facilities Safety Fee	\$ 22.00	\$ 22.00	\$ 22.00	\$ 66.00
Student Services Health Fee	\$ 44.00	\$ 44.00	\$ 44.00	\$ 132.00
Health Insurance <sup>(1)</sup>	\$ 480.00	\$ 480.00	\$ 480.00	\$ 1,440.00
Registration Fee	\$ 262.00	\$ 262.00	\$ 262.00	\$ 786.00
Educational Fee	\$ 2,316.00	\$ 2,316.00	\$ 2,316.00	\$ 6,948.00
Nonresident Tuition	\$ 4,898.00	\$ 4,898.00	\$ 4,898.00	\$ 14,694.00
Total, Nonresidents	\$ 8,213.16	\$ 8,213.16	\$ 8,213.16	\$ 24,639.48
<hr/>				
Total Full-time Nonresident Ph.D. Candidates Advanced to Candidacy	\$ 3,315.16	\$ 3,315.16	\$ 3,315.16	\$ 9,945.48
<hr/>				
PART TIME GRADUATE STUDENT FEES	Fall	Winter	Spring	
NONRESIDENTS	Quarter	Quarter	Quarter	Annually
GSA Fee	\$ 12.00	\$ 12.00	\$ 12.00	\$ 36.00
Memorial Union Fee	\$ 28.50	\$ 28.50	\$ 28.50	\$ 85.50
Facilities and Campus Enhancements Fee	\$ 128.66	\$ 128.66	\$ 128.66	\$ 385.98
Campus Expansion Initiative	\$ 22.00	\$ 22.00	\$ 22.00	\$ 66.00
Student Facilities Safety Fee	\$ 22.00	\$ 22.00	\$ 22.00	\$ 66.00
Student Services Health Fee	\$ 44.00	\$ 44.00	\$ 44.00	\$ 132.00
Health Insurance <sup>(1)</sup>	\$ 480.00	\$ 480.00	\$ 480.00	\$ 1,440.00
Registration Fee	\$ 262.00	\$ 262.00	\$ 262.00	\$ 786.00
Educational Fee X 1/2	\$ 1,158.00	\$ 1,158.00	\$ 1,158.00	\$ 3,474.00
Nonresident Tuition X 1/2	\$ 2,449.00	\$ 2,449.00	\$ 2,449.00	\$ 7,347.00
Total, Nonresidents	\$ 4,606.16	\$ 4,606.16	\$ 4,606.16	\$ 13,818.48

The amounts on the 2007-08 fee pages represent fees as currently known. Fees are subject to gubernatorial, legislative, Regental, and/or campus action and may change without notice.

<sup>(1)</sup> Students must purchase the Student Health Insurance Plan (SHIP) unless they are able to prove comparable coverage under another insurance plan. More information about the SHIP is available at <http://healthcenter.ucdavis.edu/insurance.html>.

2006 BENEFITS RATES  
Calculated as % of Salary  
With Health and Dental Benefit Scenarios  
A Resource for Budgeting Employee Benefits Expense

Contract #4600007984  
Exhibit B, Attachment 9  
Page 1 of 1

Salary     \$     40,000     \$     60,000     \$     80,000     \$     100,000     \$     120,001						
Single						
Employer Health Plan Contribution/1		9.25%	5.89%	4.42%	3.30%	2.51%
Employer Dental Plan Contribution/1		1.08%	0.72%	0.54%	0.43%	0.36%
Total Composite Benefits Rate		21%	17%	15%	14%	12%
Family						
Employer Health Plan Contribution/1		26.32%	16.39%	12.29%	9.07%	6.86%
Employer Dental Plan Contribution/1		3.58%	2.38%	1.79%	1.43%	1.19%
Total Composite Benefits Rate		41%	29%	24%	20%	17%
Object Code	Benefits	Details of Composite Rate				
8950	Dental Insurance	See Above	See Above	See Above	See Above	See Above
8530	Employee Support Program	0.18%	0.18%	0.18%	0.18%	0.18%
8900	Medical Insurance	See Above	See Above	See Above	See Above	See Above
8980	Life Insurance - Basic Life (Employer Paid	0.14%	0.10%	0.07%	0.06%	0.05%
8560	Life Insurance - Core Life (Employer Paid)	0.01%	0.01%	0.01%	0.01%	0.00%
8990	OPEB Benefits Administration Rate/2	0.004%	0.003%	0.002%	0.002%	0.001%
8990	OPEB (Other Postemployment Benefits)/2	0.08%	0.05%	0.04%	0.03%	0.03%
8830	Optical Insurance	0.40%	0.27%	0.20%	0.16%	0.13%
8600	Retirement Contribution (UCRS)	0.00%	0.00%	0.00%	0.00%	0.00%
8310	Social Security Medicare/3	1.45%	1.45%	1.45%	1.45%	1.45%
8300	Social Security OASDI/3	6.20%	6.20%	6.20%	5.84%	4.87%
8800	Temporary Disability (Employer Paid)	0.18%	0.12%	0.09%	0.07%	0.06%
8945	Staff Recognition & Development Program	0.92%	0.92%	0.92%	0.92%	0.92%
8520	Unemployment Insurance/5	0.30%	0.30%	0.30%	0.30%	0.30%
8500	Workers Compensation Ins	0.88%	0.88%	0.88%	0.88%	0.88%

It is always best to use an employee's actual benefits costs for budgeting future benefits expense. If this information is not available, e.g., for a new hire, this table provides possible scenarios for projecting the benefits expense. Other sources for projecting benefits expense can be found at: <http://www.ucop.edu/ucophome/cao/paycoord/staffb.html> and <http://research.ucdavis.edu/home.cfm?id=OVC.3.1128.1248.1308>.

Vacation and Sick Leave accruals are not reflected on this list of benefits. Vacation and Sick Leave credit is funded by charging the accrued leave time expenses to the salary funding source. When an employee uses vacation or sick leave credits, the accrued funding is allocated to cover the leave expense and paid out in the salary disbursement as time on pay status. When an employee terminates employment, any accrued but unused vacation credit is paid out in addition to the regular final salary payment. The terminal vacation payment is made from the funds that have been accrued as the employee accrues the vacation time credit. There is no terminal sick leave payment.

1/ Health Net and Delta Dental premium rates for single adult coverage and family coverage are the most representative of the campus population and provide a conservative hallmark for projecting benefits costs. Departments should use the medical and dental contribution rates that are appropriate for a particular employee or position and the salary level. Detailed information about the medical insurance plans and the premium costs by salary range are available at: <http://www.ucop.edu/ucophome/cao/paycoord/staffb.pdf>.

2/ OPEB Other Postemployment Benefits and OPEB Benefits Administration are also called the Annuitant Health/Dental Program.

3/ The Social Security OASDI contribution is capped at a maximum salary of \$94,200 or a maximum tax of \$5,840.40 (6.2% x \$94,200). There is no cap on the 1.45% Medicare Employer Contribution Rate

4/ The Training and Development Assessment is also called the Staff Recognition and Development Program (SRDP). As of January 1, 2006 a 1.34% rate is applied to non-represented employee salaries. Represented employee salaries continue to be assessed at a .50% rate. Another rate change may be implemented as of July 1, 2006.

5/ This applies to Federal Funds only as of July 1, 2005.

**EXHIBIT D — Special Terms and Conditions for  
Department of Water Resources  
(Regents of University of California)  
(Trustees of the California State University)**

1. **RESOLUTION OF DISPUTES:** In the event of a dispute, Contractor shall file a "Notice of Dispute" with the Director or the Director's Designee within ten (10) days of discovery of the problem. The State and Contractor shall then attempt to negotiate a resolution of such claim and, if appropriate, process an amendment to implement the terms of any such resolution. If the State and Contractor are unable to resolve the dispute, the decision of the Director or the Director's Designee shall be final, unless appealed to a court of competent jurisdiction.

In the event of a dispute, the language contained within this agreement shall prevail over any other language including that of the bid proposal.

2. **TERMINATION CLAUSE:** Either Party may terminate this contract without cause upon 30 days advance written notice. The Contractor shall be reimbursed for all reasonable expenses and uncancellable obligations incurred up to the date of termination.
3. **COMPUTER SOFTWARE:** For contracts in which software usage is an essential element of performance under this Agreement, the Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.
4. **SEVERABILITY:** If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this Agreement be construed to remain fully valid, enforceable, and binding on the parties.
5. **SUBCONTRACTING:** "Should it be necessary to subcontract for supplemental services or specialists, the Contractor shall obtain prior written consent from DWR. If the subcontracts total more than \$50,000 or 25% of the total contract, whichever is less, then the Contractor must certify that the subcontractor has been selected by the Contractor pursuant to a bidding process requiring at least three bids from responsible bidders or pursuant to the procedures set forth in Government Code Section 4525 et seq., as applicable. If Contractor is unable to obtain three competitive bids or three Statement of Qualifications, Contractor shall submit a written explanation to DWR. DWR will then decide whether to seek authorization to allow Contractor to proceed with the proposed subcontract. Contractors shall assure that all administrative fees for subcontracts are reasonable considering the services being provided and the oversight required. Contractor shall only charge overhead on the first \$25,000 for each subcontract."
6. **CONFLICT OF INTEREST:**
- a. **Current and Former State Employees:** Contractor should be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.
- (1) **Current State Employees:** (PCC §10410)
- (a) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.



- (b) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

(2) Former State Employees: (PCC §10411)

- (a) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- (b) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

b. Penalty for Violation:

- (a) If the Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC §10420)

c. Members of Boards and Commissions:

- (a) Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC §10430 (e))

d. Representational Conflicts of Interest:

The Contractor must disclose to the DWR Program Manager any activities by contractor or subcontractor personnel working under this Agreement that involve representation of parties, or provision of consultation services to parties, who are adversarial to DWR with respect to the subject matter of this contract. DWR may immediately terminate this contract if the contractor fails to disclose the information required by this section. DWR may immediately terminate this contract if any conflicts of interest whether or not disclosed pursuant to this paragraph cannot be reconciled with the performance of services under this contract.

e. Financial Interest in Contracts:

Contractor should also be aware of the following provisions of Government Code §1090:

"Members of the Legislature, state, county district, judicial district, and city officers or employees shall not be financially interested in any contract made by them in their official capacity, or by any body or board of which they are members. Nor shall state, county, district, judicial district, and city officers or employees be purchasers at any sale or vendors at any purchase made by them in their official capacity."

f. Prohibition for Consulting Services Contracts:

For consulting services contracts (see PCC §10335.5), the Contractor and any subcontractors (except for subcontractors who provide services amounting to 10 percent or less of the contract price) may not submit a bid/SOQ, or be awarded a contract, for the provision of services, procurement of goods or supplies or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of such a consulting services contract (see PCC §10365.5).

**EXHIBIT E**  
**ADDITIONAL PROVISIONS**

1. COPYRIGHT: See Exhibit E, Attachment 1 – Publication Provisions.
2. REIMBURSEMENT CLAUSE: If applicable, travel and per diem expenses to be reimbursed under this contract shall not exceed the University of California rates. Travel and per diem expenses have been attached and labeled as Exhibit E, Attachment 2, Lodging and M&IE Reimbursement Caps. Contractor's designated headquarters for the purpose of computing such expenses shall be: University of California, Davis at Davis, CA 95616.
3. POLITICAL REFORM ACT: Contractor shall comply with the language stated in the Standard Contract Provisions Concerning the Political Reform Act, Exhibit E, Attachment 3. Contractor shall file a Statement of Economic Interests (Fair Political Practices Commission Form 700) upon assuming office, annually, and within 30 days after leaving office.
4. OWNERSHIP/INVENTORY/DISPOSITION OF STATE EQUIPMENT: The following is applicable to equipment purchased or furnished by other agencies and equipment purchased by the contractor where such expense is charged to and/or reimbursed from contract funds.

No equipment shall be purchased under the auspices of the Agreement without prior written authorization of the State. All equipment of any kind, purchased or reimbursed with contract funds or furnished by the State under the terms of this Agreement and not fully consumed in the performance of this Agreement, shall be considered State equipment and the property of the State.

The State may, at its option, repair any damage or replace any lost or stolen items and deduct the cost thereof from the contractor's invoice to the State, or require the Contractor to repair or replace any damaged, lost, or stolen equipment to the satisfaction of the State with no expense to the State.

The Contractor should maintain an inventory record for each piece of non-expendable equipment purchased or built with funds provided under the terms this Agreement. The inventory record of each piece of such equipment should include the date acquired, total cost, serial number, model identification (on purchased equipment), and any other information or description necessary to identify said equipment (SAM Section 8600). A copy of the inventory record must be submitted to the State on request by the State.

5. CONFIDENTIAL INFORMATION: See Exhibit E, Attachment 4, Protection of Confidential Information.

**PUBLICATION PROVISIONS  
UNIVERSITY OF CALIFORNIA REGENTS**

1. General. The word State as used herein refers to the California Department of Water Resources.

The publications provisions are to provide for adequate documentation of the completed contract obligations, encourage publication and distribution of research information, and protect the State from unwarranted implications of policy or concurrence with the conclusions of the principal investigator (PI).

2. Review of Reports. The process of the State's review of the draft and final reports to ensure adequate compliance with provision of this Agreement will include:
  - a. A general technical review to ensure that all aspects of the study provided for by this Agreement have been adequately carried out and documented. Correction of deficiencies found in this review is a requirement for the State's acceptance of a report as evidence of partial or final fulfillment of agreement objectives.
  - b. An analysis of the conclusions of the report in relationship to the data collected and theories developed therein to determine whether or not the State concurs that the PI's conclusions are supported by the data. Recognizing that professional differences of opinions do arise, the concurrence of the PI with review comments of this type is not a requirement for acceptance but may affect decisions regarding State distribution of the report and use of the research results.
3. Acknowledgement. All reports published by the State and/or PI under provisions of this Agreement shall contain a credit reference (e.g., prepared in cooperation with the California Department of Water Resources for research funded under California Department of Water Resources Contract 4600007984). Mention of trade names or commercial products does not constitute Department endorsement or recommendation.
4. Publication Rights. Reports prepared by the PI under provisions of this Agreement may be published under the following conditions:

The contractor shall have the right to disclose, disseminate and use, in whole or part, any data and information received, collected, or developed under this Agreement, including material contained in the final report, subject to inclusion of the credit statement of Section 3 of these publication provisions. The contractor shall provide a copy of any proposed publication, not less than 30 days prior to publication of such material, to the State for review and comment.

5. Dissemination of Results. The PI may publish the results of the study or any of its particulars in separate reports or by submission of technical papers to professional organizations subject to these publication provisions. Both written and oral releases are considered to be within the context of publication.
6. Copyright. All rights in copyrightable deliverables created by the Contractor in the performance of work under this Agreement are the property of DWR. DWR shall grant the Contractor a royalty-free, non-exclusive, non-transferable, irrevocable license to reproduce, prepare derivative works and distribute copies of the deliverables so long as such deliverables are used for educational, research, or government and not commercial, purposes, and further so long as such use complies with these Publication Provisions.
7. Intellectual Property Indemnity. UCD will defend and indemnify DWR from and against any intellectual property claim, lawsuit or other proceeding, loss, cost, liability or expense (including court costs and reasonable fees of attorneys and other professionals) arising out of the negligent or other tortious act(s) or omission(s) by UCD, its employees, or agents, in the performance of this contract, but only in proportion to and to the extent caused by such acts or omissions.

LODGING AND M&IE REIMBURSEMENT CAPS

The following chart summarizes the applicable reimbursement methods and the maximum rates authorized for lodging and meal and incidental expenses (M&IE) incurred while on travel status:

	Less Than 30 Days	30 Days or More	In Excess of One Year
<u>CONUS</u> : <sup>1</sup> Daily M&IE and Lodging <sup>2</sup>	Up to \$64 plus actual lodging (effective 10/1/06)	Per Diem (up to 55%)	Per Diem (up to 150% of 30-day per diem)
Daily M&IE (24 hours or less) <sup>3</sup>	Up to \$42 (effective 10/1/06)	N/A	N/A
<u>OCONUS</u> <sup>4</sup> Daily M&IE and Lodging	Per Diem	Per Diem (up to 55%)	Per Diem (up to 150% of 30-day per diem)
<u>Foreign</u> Daily M&IE and Lodging	Per Diem	Per Diem (up to 55%)	Per Diem (up to 150% of 30-day per diem)
Non-Commercial Facility Daily Expenses <sup>5</sup>	Per Diem (up to 55%)	Per Diem (up to 55%)	Per Diem (up to 150% of 30-day per diem)

<sup>1</sup> Travel within the continental United States.

<sup>2</sup> Reasonable lodging expenses supported by a receipt are reimbursable.

<sup>3</sup> For periods of less than 24 hours, but more than 12 hours.

<sup>4</sup> Travel within Alaska, Hawaii, Puerto Rico, the Northern Mariana Islands, and possessions of the United States.

<sup>5</sup> Use per diem rate for appropriate geographic area (applies to CONUS, OCONUS, and foreign areas).

California Department of Water Resources

**Standard Contract Provisions Regarding  
Political Reform Act Compliance**

1. POLITICAL REFORM ACT REQUIREMENTS:

- a. Form 700 Disclosure: The Department of Water Resources (DWR) considers that the Contractor, subcontractor(s), and/or their key staff may be a consultant, i.e., a public official, within the meaning of the Political Reform Act, specifically Government Code §82048 and Title 2, California Code of Regulations §18701. Accordingly, as specified by DWR, such persons shall complete and submit to the DWR Personnel Officer a Form 700, Statement of Economic Interests, within 30 days of the earlier of the date work commences or the effective date of this agreement, updated both annually and when changes in key staff or duties occur. The financial interests disclosed shall be for Disclosure Category 1. Contractors may access the Form 700 on the Fair Political Practices Commission website at [www.fppc.ca.gov](http://www.fppc.ca.gov). Any questions regarding completion of the Form 700 should be addressed to the FPPC at its website or at (866) 275-3772 (866/ASK-FPPC). A leaving office statement must also be filed upon completion of all contract assignments.
- b. Financial Conflict of Interest Prohibition: Contractor must review the Form 700s filed by its key staff and subcontractors and determine whether, in the light of the interests disclosed, performance under the contract could violate Government Code §87100. Contractor shall notify DWR immediately of any potentially disqualifying conflict of interest. Government Code §87100 provides:

“No public official at any level of state or local government shall make, participate in making or in any way attempt to use his official position to influence a governmental decision in which he knows or has reason to know he has a financial interest.”
- c. Consequences of Failure to Comply with Political Reform Act Requirements: Any one of the following shall constitute a breach of this Contract and shall be grounds for immediate termination of this Contract:
  - (1) Failure to complete and submit all required Form 700s within the 30-day period as required in paragraph A above, or respond to any request from the DWR Personnel Officer for additional information regarding any such Form 700s;

- (2) Failure to notify DWR of a potentially disqualifying conflict of interest;
- (3) The determination by DWR or the Contractor that any individual, who is a contractor, subcontractor, and/or a key member of their staff, has a financial interest that could result in a violation of Government Code §87100 provided, however, that DWR may opt to waive such breach if Contractor replaces any such individual within two working days after a determination of such financial interest.

### **Protection of Confidential Information**

1. For purposes of this Exhibit, "Contractor" means any contractor or researcher, including a Non-State Entity contractor or researcher, receiving funds from, doing business with, conducting research for, or performing services for the Department of Water Resources ("Department") pursuant to a contract, purchase order, research agreement, grant or loan agreement, joint powers agreement, public works contract, or other contractual vehicle (collectively "Contract"). The term "Contractor" also includes Contractor's officers and employees and Affiliates. For purposes of this Exhibit, the term "Affiliate" means a person or entity forming a partnership, joint venture, subcontract, sales contract, or other legal relationship with Contractor to carry out the terms of the Contract.
2. This Exhibit shall apply to all Contractors the terms of whose Contracts with the Department require or permit access to Confidential x Information in conducting business with the Department or performing duties under a Contract with the Department.
3. Contractor shall impose all the requirements of this Exhibit on all of its officers, employees and Affiliates with access to Confidential Information.
4. For purposes of this Exhibit, "Non-State Entity" shall mean a business, organization or individual that is not a State entity, but requires access to State information assets in conducting business with the State. This definition includes, but is not limited to, researchers, vendors, consultants, and their subcontractors, officers, employees, and entities associated with federal and local governments and other states.
5. For purposes of this Exhibit, "Confidential Information" means information, the disclosure of which is restricted or prohibited by any provision of State or federal law or which is treated as privileged or confidential under such laws. Such Confidential Information includes, but is not limited to, information that is exempt from disclosure under the California Public Records Act (Government Code sections 6250-6255), public social services client information described in California Welfare and Institutions code section 10850, and "personal information" about individuals as defined in California Civil Code Section 1798.3 of the Information Practices Act (IPA) if the disclosure of the "personal information" is not otherwise allowed by the IPA. Such Confidential Information may also include financial, statistical, personal, technical, and other data and information relating to operation of the Department.
6. Contractor shall take all necessary measures to protect Confidential Information to which it or its Affiliates gain access from unauthorized access (accidental or intentional), modification, destruction, or disclosure. These measures may include, but are not limited to: password protection of electronic data, encrypted transmission of electronic data, and secure mailing and locked storage of paper and taped copies. Such measures may also include establishment of secure workstations and maintenance of a secure workstation access log.

Contractors shall also apply appropriate security patches and upgrades and keep virus software up-to-date on all systems on which Confidential Information may be used.



7. All data provided by the State, or reports delivered to the State in the performance of this Contract that are compiled, developed, processed, stored or created by Contractor or Contractor's Affiliates disclosing Confidential Information are the property of the Department. No such data or reports shall be released, published, or made available to any person (except to the Department) without prior written approval from the Department.
8. Contractors shall ensure that all media, including electronic media, containing Confidential Information, to which they are given access are protected at the level of the most confidential piece of data on the media.
9. Contractor and Affiliate personnel allowed access to Confidential Information shall be limited to those persons with a demonstrable business need for such access. Contractor shall maintain a current listing of all Contractor and Affiliate personnel with access to Confidential Information.
10. Contractor shall notify Department promptly if a security breach involving Confidential Information occurs or if Contractor becomes legally compelled to disclose any Confidential Information.
11. Contractor shall comply with all State policies and laws regarding use of information resources and data, including, but not limited to, California Government Code section 11019.9 and Civil Code sections 1798 et seq. regarding the collection, maintenance and disclosure of personal and confidential information about individuals.
12. If Contractor obtains access to Confidential Information containing personal identifiers, such as name, social security number, address, date of birth, race/ethnicity and gender of individuals, Contractor shall substitute non-personal identifiers as soon as possible.
13. At or before the termination date of the Contract, Contractor shall either (a) destroy all Confidential Information in accordance with approved methods of confidential destruction; or (b) return all Confidential Information to the Department; or (c) if required by law to retain such information beyond the termination date of the contract, provide for the Department's review and approval a written description of (i) applicable statutory or other retention requirements; (ii) provision for confidential retention in accordance such requirements and the terms of this Exhibit and (iii) provision for eventual destruction in accordance with all applicable provisions of State and federal law using approved methods of confidential destruction.
14. Contractor shall cooperate with the Department's Information Security Officer or his designee in carrying out the responsibilities set forth in this Exhibit.
15. Failure to adhere to these requirements may be grounds for termination of the Contract and for imposition of civil and criminal penalties.