

**CONTRACT
BETWEEN
SANTA MARIA VALLEY WATER CONSERVATION DISTRICT
AND
HORNE LLP**

This Contract, by and between the Santa Maria Valley Water Conservation District (“SMVWCD”) and HORNE LLP (“Contractor”), is for the provision of professional consulting services by Contractor to provide compliance services, oversight of the restoration of the Twitchell Reservoir and Dam, and assistance in identifying, applying for, and implementing a combination of state and federal funding sources to accomplish the remediation and restoration. SMVWCD and Contractor may be referred to individually as a “Party” or collectively as the “Parties” to this Contract.

A. SCOPE:

A.1. Contractor shall perform all Work (as defined in A.2) described in this Contract and shall meet all service and delivery timelines specified by this Contract.

A.2. Commencing on the Effective Date (defined hereunder), Contractor shall provide such services and support as are necessary to assist SMVWCD in achieving three main objectives: 1) grant assistance; 2) project management; and 3) field compliance monitoring. Contractor shall be responsible for tasks to achieve these objectives, including without limitation the following (collectively, the “Work”):

- **Grant Assistance**
Services will consist of providing experienced and skilled personnel with a working knowledge of hazard analysis and mitigation, recovery, and grant administration under federal and California law. Tasks under this scope of work include, but are not limited to:
 - Grant Research, Preparation and Administration;
 - Damage Assessments;
 - Cost Estimating and Validation;
 - Scope of Work preparation
 - Duplication of Benefits oversight;
 - Project Coordination;
 - Facilitate and/or attend meetings with stakeholders;
 - Development or revisions of plans, procedures, and policies;
 - Administration of contracts;
 - Creating and Maintaining of Reports;
 - Program Quality Assurance/Quality Control.
 - Regular reports to SMVWCD Board of Directors and maintenance of information for District review.
- **Field Compliance and Monitoring Activities**
Services will consist of providing experienced and skilled personnel with working knowledge of programmatic compliance, specifically as it relates to construction, field work activities and the supporting documentation demonstrating compliance. Tasks under this scope of work includes, but is not limited to:
 - Project Management;
 - Field Inspections;
 - Debris Monitoring;
 - Environmental, Biological and Archaeological compliance/monitoring;
 - Other regulatory or necessary compliance or monitoring activities as required;
 - Facilitate and/or attend meetings with local, state, and federal stakeholders.
 - Regular reports to SMVWCD Board of Directors and maintenance of information for District review.

A.3. Inspection and Acceptance. SMVWCD shall have the right to inspect and audit all Work performed by Contractor under this Contract. If, upon inspection and audit, SMVWCD determines that any Work is Defective, SMVWCD shall notify Contractor, and Contractor shall re-perform the Work at no additional cost to SMVWCD.

B. TERM OF CONTRACT:

This Contract shall be effective on June 22, 2023 (“Effective Date”) and extend until June 30, 2024 (“Term”), unless otherwise terminated earlier as provided herein; and provided, however, that nothing in this paragraph shall be construed to terminate provisions or obligations of the Parties under this Contract that survive its termination according to their terms. SMVWCD shall have no obligation for Work performed by Contractor prior to the Effective Date. SMVWCD shall have the option to exercise five (5) one (1) year renewal options after the initial Term has elapsed, to run from July 1 of the starting year to June 30 of the subsequent year, for each renewal period.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of SMVWCD to Contractor under this Contract exceed Four Million Dollars (\$4,000,000 in year 1) (“Maximum Liability”). This Contract does not grant Contractor any exclusive rights to perform the Work.

C.2. No Minimum Guarantee. SMVWCD does not guarantee any minimum amount of Compensation that will be earned by and due to Contractor under this Contract.

C.3. Compensation Firm & Prevailing Wages. The amounts resulting from applying the payment methodology in Section C.4. of this Contract shall constitute the entire Compensation due to Contractor for all Work performed under this Contract regardless of the difficulty, equipment, materials, software, and deliverables required. The Compensation includes all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by Contractor, and Contractor shall not be entitled to separate reimbursement for any such amounts incurred. Contractor represents and warrants that it is sufficiently familiar with and has applied its understanding of California law with respect to the provision of prevailing wages to each worker receiving compensation within each category identified in Section C.4, and Contractor understands and agrees that it is solely responsible for compliance with all applicable prevailing wage requirements, including orders issued by the Department of Industrial Relations.

C.4. Payment Methodology. Contractor’s compensation for the Work will be in accordance with the following payment terms and methodology.

- a. Contractor’s compensation under this Contract (“Compensation”) shall be contingent upon the satisfactory provision of the Work as set forth in Section A.
- b. For the Work listed in the Scope as set forth in Section A, Contractor’s compensation for services provided as set forth in Task Orders issued by SMVWCD will be on a time and materials basis in accordance with the rate schedules listed below:

Grant Assistance and Project Management	
Classification	Hourly Rate
Project Manager	\$250.00
Assistant Project Manager	\$195.00
Senior Grant Specialist	\$160.00
Grant Specialist	\$135.00
Senior Planner	\$175.00
Planner	\$110.00
Senior Engineer	\$200.00
Mid-Level Engineer	\$150.00
Cost Estimator	\$150.00
Data/Report Manager	\$165.00
Data/Report Support	\$135.00
QA/QC Specialist	\$160.00
GIS Specialist	\$180.00
Clerical/Administrative Support	\$65.00

Grant Assistance and Project Management personnel will be on an hourly basis for actual work performed. Supporting documentation is to be compliant with all requirements for reimbursement of state or federal grants. Personnel shall have sufficient qualifications and experience for the position billed and positions shall be task appropriate.

Field Compliance and Monitoring		
Classification	Half Day Rate*	Full Day Rate*
Project Manager	\$1,000.00	\$2,000.00
Assistant Project Manager	\$780.00	\$1,560.00
Operations Manager	\$700.00	\$1,400.00
Debris Monitor	\$380.00	\$760.00
Field Supervisor	\$600.00	\$1,200.00
Senior Environmental Specialist	\$840.00	\$1,680.00
Environmental Specialist	\$500.00	\$1,000.00
Senior Biological Specialist	\$800.00	\$1,600.00
Biological Specialist	\$500.00	\$1,000.00
Senior Archaeological Specialist	\$800.00	\$1,600.00
Archaeological Specialist	\$500.00	\$1,000.00
Senior Inspector	\$760.00	\$1,520.00
Inspector	\$540.00	\$1,080.00
Construction Manager	\$900.00	\$1,800.00
Project Control Specialist	\$600.00	\$1,200.00
Vessel Captain**	\$250.00	\$500.00
Vessel**	\$500.00	\$1,000.00
Arborist	\$400.00	\$800.00
Safety Manager	\$720.00	\$1,440.00
Safety Officer	\$560.00	\$1,120.00

Field Compliance and Monitoring personnel will be on a half-day and daily rate. A half day is under 4 hours of total time within a workday, while a daily rate would be 4 hours or more of total time in within a work day.

- C.5. Travel Compensation. Contractor shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.
- C.6. Invoice Requirements. Contractor shall invoice SMVWCD for Compensation monthly. Contractor shall submit invoices and necessary supporting documentation, no more frequently than once a month, and no later than sixty (60) days after the Work to which the invoice relates, addressed to: Santa Maria Valley Water Conservation District | ATTN: District Treasurer | PO Box 364 | Santa Maria | California | 93548

- a. Each invoice, on Contractor's letterhead, shall clearly and accurately detail all of the following information (calculations must be extended and totaled correctly):
 - (1) Full legal name of Contractor;
 - (2) Invoice number (assigned by Contractor);
 - (3) Invoice date;
 - (4) Contractor's federal EIN;
 - (5) Contractor contact person for invoice questions (name, phone and email);
 - (6) Contractor remittance address;
 - (7) Hours worked and applicable rates for personnel performing the Work for the immediately preceding month; and
 - (8) The total amount due under the invoice.
- b. Contractor shall pay all sales or use taxes that are or become due in connection with any products or services provided hereunder and shall indemnify and save harmless the SMVWCD from any damages, costs, fees, expenses, or penalties on account of such taxes. Contractor is required to list all applicable taxes as separate lines on the face of the invoice.
- c. The timeframe for payment of invoices (or any discounts) begins only when SMVWCD is in receipt of an invoice that meets the minimum requirements of this Section C.5.

C.7. Payment of Invoice. A payment by SMVWCD shall not prejudice SMVWCD's right to object to or question any payment, invoice, or other matter. A payment by SMVWCD shall not be construed as acceptance of the Work performed, or a waiver of any rights.

C.8. Invoice Reductions. Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment that is determined by a state or federal agency or regulator, based upon audits of SMVWCD conducted in accordance with applicable law, and this Contract, to not constitute proper Compensation for Work performed by Contractor.

D. INSURANCE

D.1. Insurance. Contractor shall maintain insurance coverage as specified in this Section. The Contractor shall not commence work until they have obtained all insurance coverage required by SMVWCD or by Federal or State requirements for performing the type of work requested in this RFP. Work must not commence until proof of all such insurance coverage has been submitted to, and approved by SMVWCD, nor shall the contractor allow any subcontractor to commence work until all insurance required of the subcontractor has been obtained and submitted for approval to SMVWCD. The contractor shall provide and maintain during the life of this Contract, Workman's Compensation Insurance for all employees employed at the site of the projects under their contract in compliance with California requirements.

- a. **Public Liability Insurance**
Contractor shall maintain Public Liability Insurance in an amount not less than \$1,000,000 for injuries and accidental death; \$500,000 subject to same limit for each person.
- b. **Property Damage Insurance**
Contractor shall maintain Property Damage Insurance in an amount not less than \$500,000.
- c. **Motor Vehicle Insurance**
Contractor shall maintain Motor Vehicle Insurance in an amount not less than California state statutory limits.
- d. **Workers' Compensation Insurance**
Contractor shall maintain Workers' Compensation Insurance for all employees employed at the site of the projects under their contract in compliance with California requirements. Work performed on navigable waters defined by 33 CFR, Part 329, or on Federal or State waters, or other public trust waterways may require specific maritime insurance to comply with the requirements of the Jones Act, and/or the Longshoreman and Harbor Workers

Compensation Act. If these maritime Acts are applicable, the Contractor shall provide proof of insurance coverage and compliance with both Acts prior to commencement of work.

E. TERMS AND CONDITIONS

- E.1. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective Party at the appropriate mailing address, facsimile number, or email address as stated below or any other address provided in writing by a Party.

SMVWCD:

Santa Maria Valley Water Conservation District
ATTN: Chairperson, Twitchell Operations Committee
PO Box 364
Santa Maria, CA 93458
(805) 825-5212
TOC@smvwcd.org

Contractor:

Jonathan Krebs, Managing Partner, Government Services
HORNE LLP
661 Sunnybrook Road, Suite 100
Ridgeland, MS 39157
jonathan.krebs@horne.com
Telephone (601) 326-1000

All instructions, notices, consents, demands, or other communications shall be considered effective upon receipt or recipient confirmation as may be required.

- E.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties.
- E.3. Entire Agreement. This Contract, the RFP issued in relation to this work, all attachments to the RFP, Contractor's Proposal submission, Plans & Specifications, and any additional or supplementary documents incorporated herein by reference, constitute the entire Contract, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the Parties hereto.
- E.4. Conflict Between Documents. In the event of a conflict between the documents identified in Section E.3 and the terms of a purchase order or related document issued by the Office of Purchasing, the Contract shall control.
- E.5. Termination for Convenience. SMVWCD may terminate this Agreement for convenience and without cause by giving thirty (30) calendar days written notice to Contractor. In the event SMVWCD elects to terminate the Agreement without cause, it shall pay Contractor for services satisfactorily provided up to that date as provided herein
- E.6. Termination for Cause. If either Party breaches this Agreement by failing to timely or satisfactorily perform any of its obligations or otherwise violates the terms of this Agreement, the other Party may terminate this Agreement by giving written notice thirty (30) calendar days prior to the effective date of termination, specifying the reason and the effective date of the termination. Contractor shall be entitled to payment for all services satisfactorily provided up to the effective date of termination as provided for herein, except that SMVWCD may deduct from that payment

the amount of costs SMVWCD incurred, if any, because of Contractor's breach of the Agreement. The Parties agree to engage in good faith discussions to resolve and cure any purported breach that may support termination prior to exercising their rights under this Section E.6.

- E.7. Assignment and Subcontracting. Contractor shall not assign this Contract or enter into a subcontract for any of the Work performed under this Contract without the prior written approval of SMVWCD. Notwithstanding any use of the approved subcontractors, Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract.
- E.8. Default. In event of default by the Contractor, SMVWCD reserves the right to procure the goods and/or services and/or services from other sources and hold the Contractor liable for any excess cost occasioned thereby.
- E.9. Conflicts of Interest. Contractor warrants that no part of Contractor's Compensation shall be paid directly or indirectly to an employee or official of the State of California or any political subdivision thereof, or to any employee or elected official of SMVWCD as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to Contractor in connection with any work contemplated or performed under this Contract. Contractor agrees that it has reviewed and agrees to abide by all conflicts of interest policies of SMVWCD, as may be amended from time to time.
- E.10. Nondiscrimination. Contractor will not discriminate against any employee or applicant for employment or otherwise illegally deny any person participation in or the benefits of the program which is the subject of this Contract because of race, creed, color, sex, age, disability, ethnicity, sexual orientation, gender, gender identity, or national origin. To the extent applicable, Contractor will comply with all provisions of Executive Order No. 11246 the Civil Rights Act of 1964, (P.L. 88-352) and 1968 (P.L. 90-284), and all applicable federal, state, and local laws, ordinances, rules, regulations, orders, instructions, designations, and other directives promulgated to prohibit discrimination. Violation of this provision, after notice, shall be a material breach of this Contract and may result, at SMVWCD option, in termination or suspension of this Contract as provided for herein.
- E.11. Indemnification. Contractor agrees to defend, indemnify, and hold harmless SMVWCD for all loss, liability, claims, or expense (including reasonable attorney's fees) arising from bodily injury, including death or property damage, to any person or persons caused in whole or in part by the negligence or misconduct of the Contractor, except to the extent same are caused by the negligence or willful misconduct of SMVWCD. It is the intent of this section to require Contractor to indemnify SMVWCD to the extent permitted under California law.

SMVWCD agrees to defend, indemnify, and hold harmless Contractor for all loss, liability, claims, or expense (including reasonable attorney's fees) arising from bodily injury, including death or property damage, to any person or persons caused in whole or in part by the negligence or misconduct of SMVWCD, except to the extent same are caused by the negligence or willful misconduct of Contractor.

Contractor will defend, indemnify, and hold harmless the SMVWCD harmless from any and all loss, damages, costs, fees, and expenses incurred on account of any and all claims, suits, or judgments alleging that any product or service provided under this purchase order violates any patent, copyright, trade secret, trade name, or any other intellectual property right of any nature, and or any alleged or actual failure to comply with federal, state, or local laws, regulations, orders, or ordinances or similar, applicable to the Work..

If any product or service provided hereunder is defective in any respect whatsoever, Contractor will defend, indemnify, and save SMVWCD harmless from all loss, damages, costs, fees, and expenses incurred by reason of such defect, including without limitation all liability arising from any accidents, injuries, or damages to persons or property that may result in whole or in part from such product or service. If Contractor performs services or constructs, erects, inspects, or delivers hereunder, Contractor will indemnify and save harmless the SMVWCD from all loss,

damages, costs, fees, or expenses incurred in connection with any accidents, injuries, or damages to persons or property that may result in whole or in part from the performance thereof.

- E.12. Records. Contractor shall maintain documentation for the Work performed under this Contract. The books, records, and documents of Contractor, for work performed or money received under this Contract, shall be maintained for a period of ten (10) full years from the date of the final payment to Contractor and shall be subject to audit at any reasonable time and upon reasonable notice by SMVWCD, any Program Regulator or their authorized agents or representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- E.13. Monitoring. Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by SMVWCD, any federal or state reimbursement or grant program regulator or their authorized agents or representatives.
- E.14. Strict Compliance. The SMVWCD may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous custom, practice, or course of dealing.
- E.15. Independent Contractor. Contractor is an independent contractor that has agreed to provide professional services to SMVWCD under the terms of this Contract. The Parties are not, and shall not act as, employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party to exercise control or direction over the manner or method by which the other Party transacts its business affairs or performs its usual services. The employees or agents of one Party are not employees or agents of the other Party. Without limiting the foregoing, Contractor has no authority to enter into any agreement or other obligation on behalf of SMVWCD or to hold itself out as having any such authority.
- E.16. Patient Protection and Affordable Care Act. Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. Contractor shall indemnify SMVWCD and hold it harmless from any costs to SMVWCD arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.
- E.17. Right of Inspection and Rejection. Equipment, supplies, and services supplied by Contractor shall be received subject to the SMVWCD's inspection and approval either during manufacturing or delivery (with prior arrangement), or within a reasonable time after delivery, notwithstanding prior payment. If specifications or warranties are not met, material and equipment may be returned at Contractor's expense. No material or equipment returned to Contractor as defective shall be replaced except upon the SMVWCD's formal authorization.
- E.18. Debarment and Suspension. Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

Contractor shall provide immediate written notice to SMVWCD if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded, disqualified, or presently fall under any of the prohibitions of Section E.18 (a-d).

- E.19. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism, disease, pandemic, or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaroud plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify SMVWCD of any delay caused by a Force Majeure Event (to be confirmed in a written notice to SMVWCD within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor's performance longer than forty-eight (48) hours, SMVWCD may, upon notice to Contractor: (a) cease payment of the fees for the affected obligations until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract, or charge SMVWCD any compensation or other amounts other than those provided for in this Contract, as the result of a Force Majeure Event.
- E.20. State and Federal Compliance. The Contractor shall keep fully informed of all federal, state, and local laws, ordinances, and regulations that in any manner affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances, and regulations.
- E.21. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict or choice of law rules or principles. The Santa Barbara County Superior Court or the United States District Court for the Central District of California shall be the exclusive venues for all claims, disputes, or disagreements arising under this Contract.
- E.22. Task Order Required. SMVWCD will not be responsible for any equipment, supplies, and/or services delivered without a Task Order and assumes no obligation for products or services shipped or delivered in excess of the quantity ordered. Any unauthorized products or services are subject to SMVWCD rejection and shall be returned at the Contractor's expense.
- E.23. Contractor Failure to Deliver. In the event of Contractor's failure to deliver as and when specified, or to perform as and when specified, SMVWCD reserves the right to cancel this order, or any part thereof, without prejudice to its other rights, and Contractor agrees that the SMVWCD may return part of any shipment so made and may charge Contractor with any loss expense sustained as a result of such failure to deliver or perform.

- E.24. Rights Under Antitrust Laws. The Contractor assigns to SMVWCD any and all rights that it may have under the antitrust laws of the United States and the State of California in any way arising from or pertaining to this proposal. This provision is remedial in nature and is to be liberally construed by any court in favor of SMVWCD.
- E.25. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.
- E.26. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- E.27. Confidentiality of Records.
- a. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable State and federal law. All material and information, regardless of form, medium or method of communication, provided to Contractor by SMVWCD or acquired by Contractor on behalf of SMVWCD in the course of providing the Work that is regarded as confidential or exempt from disclosure under State or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to Contractor due to intentional or negligent actions or inactions of agents of SMVWCD or third parties. Confidential Information shall not be disclosed except as required or permitted under State or federal law or as necessary to perform this Contract. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable State and federal law, and to cooperate with SMVWCD in the discharge of its obligations for disclosure as may be required under the California Public Records Act and applicable rules, case law, and regulations.
 - b. SMVWCD owns and will continue to own all Confidential Information. Contractor shall ensure that the services it performs and the solutions it designs under this Contract are performed in such a way so as to ensure easy migration of any Confidential Information held by Contractor as required by SMVWCD.
 - c. During any period of suspension of services or of the Contract, Contractor will not take any action to intentionally erase any Confidential Information. At the expiration or termination of the Contract, Contractor shall implement an orderly return of SMVWCD assets and the subsequent secure disposal of SMVWCD assets. SMVWCD shall be entitled to any post-termination assistance generally made available by Contractor with respect to the services it provides unless a unique alternative data retrieval arrangement has been established between the parties.
 - d. At SMVWCD's option, Contractor must provide SMVWCD with a copy of the Confidential Information, including metadata and attachments, in a mutually agreed upon, commercially standard format at no additional charges, and give SMVWCD continued access to Confidential Information for no less than ninety (90) days beyond the expiration or termination of the Contract. Thereafter, except for data required to be maintained by law or this Contract, Contractor shall destroy all Confidential Information from its systems and wipe all of its data storage devices to eliminate any and all Confidential Information from Contractor's systems. The sanitization process must be in compliance with industry sanitization and disposal standards. If immediate purging of all data storage components is not possible, Contractor will certify that any Confidential Information remaining in any storage component will be safeguarded to prevent unauthorized access and disclosures.
 - e. Notwithstanding anything to the contrary contained herein, the Parties recognize that unauthorized access or disclosure of the other Party's confidential information will cause immediate irreparable harm to the owner for which monetary damages may be inadequate, and therefore, the owner shall be entitled to equitable relief, including without

limit a temporary and permanent injunction and specific performance, if the other Party threatens or actually breaches its duty of confidentiality with respect to such confidential information.

- f. Notwithstanding the foregoing or any other provision of this Agreement, Contractor acknowledges and agrees that this Contract and all information provided by Contractor to SMVWCD in connection with the Work performed by Contractor under this Contract are subject to the California Public Records Act codified at Cal. Gov't Code §§ 7920.000 et seq., and it shall not constitute a breach of this Contract for the Parties to disclose any such information to the extent required by the Act.
- g. The obligations set forth in this Section shall survive the termination of this Contract.

E.28. Disadvantaged Business Enterprises. The Contractor is encouraged to seek and solicit disadvantaged business enterprises for any work scopes where such businesses could provide services and/or wares.

E.29. Lobbying. Contractor certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement, including without limitation the Homeowner Assistance Funds.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any contract, grant, loan, or cooperative agreement, including without limitation the Homeowner Assistance Funds, Contractor shall complete and submit [Standard Form-LLL, "Disclosure Form to Report Lobbying,"] in accordance with its instructions.
- c. Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

E.30. Clean Air Act and Federal Water Pollution Control Act. As a condition for receipt of federal awards, Contractor agrees to comply with the Clean Air Act, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, 33 U.S.C § 1251 et seq., as those sections are amended from time to time during the Term. Violations must be reported to the appropriate federal awarding agency and the Region 9 Office of the Environmental Protection Agency.

E.31. Immigration Reform and Control Act of 1986. The offeror certifies that he/she does not and shall not during the performance of the contract for goods and services in the State of California, knowingly employ unauthorized aliens as defined in the Federal Immigration Reform and Control Act of 1986, as amended.

E.32. Access to Records.

- a. Contractor agrees to provide SMVWCD, any program regulator or their authorized agents or representatives access to any books, documents, papers, and records of Contractor which are directly pertinent to this Contract for purposes of making audits, examinations, excerpts, and transcriptions.
 - b. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - c. Contractor agrees to provide SMVWCD, any program regulator or their authorized agents or representatives access to Contractor's offices or workplaces where Contractor is performing Work or, to the extent Contractor still has access, offices or workplaces where Contract has performed Work under this Contract.
- E.33. Use of Seals, Likenesses, Etc. Contractor shall not use the seal(s), logos, crests, or reproductions of flags of SMVWCD, the State of California or federal government agencies, or the likenesses of any of their directors, officers or officials, without specific pre-approval from the appropriate agency or entity.
- E.34. No Obligation by Federal Government. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-federal entity, Contractor, or any other party pertaining to any matter resulting from the Contract. There are no intended third party beneficiaries to this Contract.

[Signatures on following page]

SMVWCD:

Santa Maria Valley Water Conservation District

By: _____
Keith Hadick, Board President

Date: _____

CONTRACTOR:

HORNE LLP

By: _____
Jonathan Krebs, Managing Partner

Date: _____