

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 25-904-120	PURCHASING AUTHORITY NUMBER (If Applicable)
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

State Water Resources Control Board

CONTRACTOR NAME

Napa County Flood Control and Water Conservation District

2. The term of this Agreement is:

START DATE

Upon DGS Approval

THROUGH END DATE

March 31, 2029

3. The maximum amount of this Agreement is:

\$198,880.00

One Hundred Ninety Eight Thousand Eight Hundred Eighty Dollars and Zero 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.

Exhibits	Title	Pages
Exhibit A	Scope of Work	5
Exhibit B	Budget Detail and Payment Provisions	4
Exhibit B, Attachment I	Budget	1
+ - Exhibit C	General Terms and Conditions for Interagency Agreements GIA - 11/2022	1
+ - Exhibit D	Special Terms and Conditions	5

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 <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

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

Napa County Flood Control and Water Conservation District

CONTRACTOR BUSINESS ADDRESS

804 First Street

CITY

Napa

STATE

CA

ZIP

94559

PRINTED NAME OF PERSON SIGNING

Richard Thomasser

TITLE

District Manager

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

APPROVED AS TO FORM

Napa County Counsel

By: 

Date: 04/13/2020

Doc Title: Analyst Contract

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 25-904-120	PURCHASING AUTHORITY NUMBER (If Applicable)
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

State Water Resources Control Board

CONTRACTING AGENCY ADDRESS

1001 I Street, 18th Floor

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

**EXHIBIT A
SCOPE OF WORK**

1. SERVICES OVERVIEW

- A. The State Water Resources Control Board (Water Boards) and the San Francisco Bay Regional Water Quality Control Board (Regional Water Board) collectively referred to as the Water Boards agree to provide to the Napa County Flood Control and Water Conservation District (Napa Flood) with services as described herein:

The Water Boards shall provide a dedicated retired annuitant with expertise in fluvial geomorphology, stream restoration, flood management, and creek and wetland fill permitting to advise on applications or requests for permits, certifications, waivers, or other actions, needs, and services for Napa Flood to support expeditious processing of Napa Flood's applications and requests. In exchange, Napa Flood agrees to reimburse the Water Boards funds for this dedicated staff position.

- B. The services shall be performed at the Water Boards office, located at 1515 Clay Street, Suite 1400, Oakland, CA 94612, and within the geographic areas of the San Francisco Bay Regional Water Quality Control Board.
- C. The services shall be provided during normal business hours, Monday through Friday, 8:00 am-5:00 pm, excluding weekends and State holidays.
- D. Subcontracting is not permitted under this Contract.
- E. The Administrative Contract Representatives during the term of this Contract will be:

Napa County Flood Control and Water Conservation District	San Francisco Bay Regional Water Quality Control Board
Name: Sarah Geiss, Supervising Staff Services Analyst	Attention: Kimberly Yee, Contract Manager
Address: 804 First Street Napa, CA 94559	Address: 1515 Clay Street, Suite 1400 Oakland, CA 94612
Phone: 707-259-8719	Phone: 510-622-2495
Email: sarah.geiss@countyofnapa.org	Email: kimberly.yee@waterboards.ca.gov

The Technical Project Managers during the term of this Contract will be:

Napa County Flood Control and Water Conservation District	San Francisco Bay Regional Water Quality Control Board
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**EXHIBIT A
SCOPE OF WORK**

Name: Richard Thomasser, District Manager	Name: Xavier Fernandez, Environmental Program Manager (I) Supervisory
Phone: 707-259-8657	Phone: 510-622-5685
Email: richard.thomasser@countyofnapa.org	Email: xavier.fernandez@waterboards.ca.gov

The parties may change their Administrative Contract Representative and Technical Project Manager upon providing ten (10) business days written notice to the other party. Said changes shall not require an Amendment to this Contract.

F. Term/Period of Performance

The period of performance for this Contract shall be as identified on the Agreement (STD 213). “Start Date” identifies when services may begin and “Through End Date” identifies when services must be completed. The Water Boards shall not be authorized to deliver or commence the performance of services as described in this Scope of Work until written approval has been obtained from all entities. Any delivery or performance of service that is commenced prior to the signing of this Contract or after the term of this Contract has passed shall be considered voluntary on the part of the Water Boards and non-compensable.

2. WORK TO BE PERFORMED

A. Background and Goals

Napa Flood is the local sponsor for the award-winning Napa River Flood Management Plan and administers water supply contracts and watershed management and stormwater management programs throughout Napa County. Napa Flood’s mission is the conservation and management of flood and storm waters to protect life and property; the maintenance of the County watershed using the highest level of environmentally sound practices; and the provision of coordinated planning for water supply needs for the community.

The Regional Water Board has the primary responsibility to protect the quality of the surface and groundwater within the San Francisco Bay Region for beneficial uses. The Regional Water Board has limited resources and cannot support Napa Flood’s desired timing for review of Napa Flood actions requiring review or approval within the regulatory authority of the Regional Water Board, including the next phases of the Napa River Flood Management Plan. The purpose of this

EXHIBIT A SCOPE OF WORK

Contract is to provide the Regional Water Board with financial assistance to enable it to have a staff person dedicated to expediting service requests from Napa Flood, particularly with respect to the Napa River Flood Management Plan. Both Napa Flood and the Regional Water Board agree that this Contract is not intended to, nor will it limit, influence, or otherwise control the Regional Water Board's discretion in fulfilling its statutory duties.

B. Tasks and Deliverables

The Water Boards shall be responsible for the performance of tasks and for the preparation of products as specified in this Exhibit.

Task 1 – Contract Management and Administration

The Water Boards shall provide all technical and administrative services as needed for contract completion, including monitoring, supervising, and reviewing all work performed. In addition, the Water Boards shall coordinate budgeting and scheduling to assure that the Contract is completed within budget, on schedule, and in accordance with approved procedures, applicable laws, and regulations throughout the term of the Contract. The Water Boards shall ensure that all Contract requirements are met through regular communication with Napa Flood.

Task 2 – Scope of Services

The Water Boards shall provide a dedicated retired annuitant (hereafter referred to as "Retired Annuitant") to advise on Napa Flood matters and to support expeditious processing of Napa Flood's Regional Water Board service requests, including, but not limited to, the following:

1. General activities pertaining to the permitting of Napa Flood (or Napa Flood-sponsored) projects. Review and provide consultation on applications for new or revised National Pollutant Discharge Elimination System (NPDES) Permits, Waste Discharge Requirements (WDR), Water Quality Certifications (WQC) (401 certifications), Notices of Intent (NOIs) under general permits for discharges of waste to Waters of the state, waivers of any permit, certification or action, or other submittals made by Napa Flood under this Contract.
2. Review and provide consultation during preparation of Napa Flood WDRs, NPDES Permits, WQCs, Notices of Applicability (NOAs), and related Regional Board meeting agenda material.

**EXHIBIT A
SCOPE OF WORK**

3. Review and provide consultation on Napa Flood plans, or other documents that are requirements of or submitted in support of WDRs, NPDES Permits, WQCs, or NOAs.
4. Meetings with Napa Flood's staff and other stakeholders to review, discuss, or plan Napa Flood projects, maintenance, mitigation requirements, environmental documents or other activities that may involve the Regional Water Board or results from any permit, certification, or action of the Regional Water Board.
5. Field trips to review proposed Napa Flood (or Napa Flood-sponsored) projects or work or to review and/or assess projects or work in progress related to Regional Water Board jurisdiction.
6. Participation in public hearings and other public meetings related to the above-listed activities.

The Retired Annuitant shall maintain open and regular communication with Napa Flood. In the event that the Retired Annuitant does not have enough Napa Flood work to keep them busy or occupied with only Napa Flood work for an average of eight (8) hours per week, the Water Boards shall promptly notify Napa Flood of this fact to reduce Napa Flood's payment obligation to be proportionate to the amount of time that the Retired Annuitant spends working solely on Napa Flood projects.

Napa Flood shall provide an indication of the general order or priority for the work to be completed under this Contract and will provide written notification to the Retired Annuitant of any changes in priorities. The Retired Annuitant shall perform the work in the order or priority the Regional Water Board deems appropriate consistent with the projects or applications that Napa Flood prioritizes.

The Retired Annuitant shall review and provide written comments for documents submitted by Napa Flood within thirty (30) calendar days, excluding permit applications or other documents that have previously established, legally binding review time frames. In the event that a review of documents cannot be provided within the requested time, the Retired Annuitant shall send written notification to Napa Flood within five (5) working days of the Water Board's determination that a deadline cannot be met.

EXHIBIT A
SCOPE OF WORK

The Retired Annuitant shall participate in meetings during normal business hours, as requested by Napa Flood.

3. PROGRESS REPORTS

- A. No later than six months after the start of this Contract and bi-annually thereafter, during the life of this Contract, the Water Boards shall provide a written progress report to the Napa Flood Technical Project Manager describing the activities undertaken and any problems encountered in the performance of the work under this Contract.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. ADVANCE PAYMENT

- A. The Napa County Flood Control and Water Conservation District (Napa Flood) agrees to the advancing of funds to pay the State Water Resources Control Board (Water Boards) for this Agreement pursuant to Water Code section 13249, hereinafter referred to as the CAA Water Code 13249 Funds. The advance funds will be accepted as a contribution to compensate the Water Boards for actual expenditures incurred in the performance of this Agreement in accordance with the rates specified in this Exhibit B and Exhibit B, Attachment I.
- B. Napa Flood shall submit advance payments of funds in accordance with the payment schedule outlined in Exhibit B, Attachment I. Each advance payment shall:
- (1) Clearly reference CAA Water Code 13249 Funds and the number of this Agreement.
 - (2) Be submitted to:

State Water Resources Control Board
DAS-Accounting
Attn: CAA Water Code 13249 Funds
PO Box 1888
Sacramento, CA 95812-1888

2. INVOICING

- A. The Water Boards shall be compensated for staff salaries, benefits, and indirect costs incurred in the performance of this Agreement in accordance with the rates specified in this Exhibit B and Exhibit B, Attachment I. Compensation shall be drawn from the advance payments provided by Napa Flood under this Agreement.
- B. The Water Boards shall submit fully completed invoices to Napa Flood to document actual expenditures and to offset the expenditures against the advance payments, as specified in Section 2.D. of this Exhibit B. Expenditures shall be equal to the actual compensation paid by the Water Boards to its employees, including salaries, benefits, and indirect costs. The Water Boards shall include in the fully completed invoice its name and address, the number of this Agreement, the date of the submission, the amount of the invoice, and the reporting period during which the work was done. The invoice shall also indicate expenditures incurred during the reporting period, cumulative expenditures to

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

date, cumulative advance payments received to date, and the amount offset against the advance payments to date. Compensation for each invoice shall be offset against the advance payment balance, with the available balance reduced accordingly as shown in the invoice.

- C. The Water Boards shall submit invoices no more frequently than monthly in arrears to:

Megan Bonetti, Accounting Assistant
Megan.bonetti@countyofnapa.org

- D. An authorized representative of the Water Boards shall sign the invoice. Each invoice shall be considered fully complete when accompanied by:

- (1) From the Water Boards' Accounting Branch staff:

- a) Labor data and financial reports from Fi\$Cal for direct expenditures and costs that the Water Boards has incurred.

- (2) From the San Francisco Bay Regional Water Board staff:

- a) A copy of the timesheet for the period of time requesting compensation.

- E. The Water Boards' failure to fully execute and submit an invoice, including attachment of supporting documents, will relieve Napa Flood of its obligation to compensate the Water Boards through its advance payments for the reporting period in which the Water Boards fail to submit an invoice unless and until the Water Boards correct all deficiencies. Napa Flood shall approve invoices within fifteen (15) business days of receipt. If information and/or supplemental documentation is missing, Napa Flood shall contact the Water Boards to resolve the issue. If the issue is not resolved within five (5) business days, the invoice is disputed and returned to the Water Boards to resubmit.

3. TIMELY SUBMISSION OF FINAL INVOICE

- A. A final undisputed invoice, including attachment of supporting documents, shall be submitted to Napa Flood for compensation no more than ninety (90) calendar days following the expiration or termination of this Agreement. Said invoice should be clearly marked "Final Invoice," thus indicating that all payment obligations of Napa Flood under this Agreement have ceased and that no further payments are due or outstanding.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

4. REFUND OF BALANCE OF ADVANCE PAYMENTS

- A. Prior to the issuance of any refund under this Agreement, Napa Flood shall submit a completed Form W-9, Request for Taxpayer Identification Number and Certification:

State Water Resources Control Board
DAS-Accounting
Attn: CAA Water Code 13249 Funds
PO Box 1888
Sacramento, CA 95812-1888

The address listed on Form W-9 must match the refund address in Section 4.C. of this Exhibit B. No refund shall be issued until the Water Board has received a complete and matching STD. 204 form from Napa Flood.

- B. Within ninety (90) calendar days following the submission of the final undisputed invoice or the receipt of a completed and matching Form W-9, whichever is later, the Water Boards shall return to Napa Flood any unused balance of the advance payments made under this Agreement.
- C. The Water Boards shall send the refund to:

Napa County Flood Control and Water Conservation District
Attention: Megan Bonetti, Accounting Assistant
804 First Street
Napa, CA 94559

5. BUDGET CONTINGENCY CLAUSE

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

6. BUDGET FLEXIBILITY CLAUSE

- A. Subject to the prior review and approval of the Contract Manager, line item shifts of up to a cumulative maximum of \$25,000 or 10% of the annual Agreement total, whichever is less, may be made over the life of the Agreement. There must be a substantial business justification for any shifts made.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

- B. Fund shifts which increase Indirect, Overhead or General Expense line items are prohibited.
- C. Line item shifts may be proposed / requested by either the Water Boards or Napa Flood in writing, and must not increase or decrease the total Agreement amount allocated. Any line item shifts must be approved by the Executive Officer of the San Francisco Bay Regional Water Quality Control Board or their designee, and must be sent to the Contracts Office within 10 days of approval for inclusion in the Agreement folder.
- D. If the Agreement is formally amended, any line item shifts agreed to by the parties must be included in the amendment.

7. EARLY TERMINATION

- A. At any time and for any reason, either party may terminate this Agreement by the following process:
 - (1) The party seeking early termination shall give the other party written notice of intent to terminate early (“notice”).
 - (2) The effective date of early termination will be either the early termination date set forth in the notice or thirty days after receipt of the notice, whichever is later.
 - (3) The date of receipt of the notice will be deemed to be: a) the date of personal delivery of the notice, or b) two days after the date of deposit of the notice, by prepaid registered or certified mail, with the U.S. mail, or c) one day after the date of deposit of the notice with an overnight courier service.
- B. The Water Boards shall be compensated consistent with the “INVOICING” section above for costs incurred in the performance of this Agreement up to the effective date of early termination. Napa Flood will have no responsibility for Water Board costs incurred after the effective date of early termination.
- C. The parties expressly agree to waive, release, and relinquish the recovery of any consequential damages that may arise out of early termination of this Agreement.

**EXHIBIT B, ATTACHMENT I
 BUDGET**

**Retired Annuitant
 Senior Water Resource Control Engineer (Specialist)**

Budget Breakdown*

Fiscal Year	Hours	Hourly Rate (\$/Hour)	Cost (\$)
25/26	120	146.00	17,520.00
26/27	416	154.00	64,064.00
27/28	416	161.00	66,976.00
28/29	296	170.00	50,320.00
Contract Total			198,880.00

Advance Payment Schedule

Fiscal Year	Payment Due Date	Payment Amount (\$)
25/26	Upon Contract Execution	17,520.00
26/27	July 31, 2026	64,064.00
27/28	July 31, 2027	66,976.00
28/29	July 31, 2028	50,320.00
Advance Payment Total		198,880.00

* Budget includes estimated hours and labor rates. Estimated hourly rates are calculated based off estimated rates for salary and an estimated indirect cost rate of 77.29%. The hourly rates do not include benefits costs. Invoices submitted for this Contract will include actual hours and rates, which may vary. In no event shall the total amount invoiced in this Contract exceed the total contract amount specified in this Exhibit B, Attachment I.

EXHIBIT C
GENERAL TERMS AND CONDITIONS FOR INTERAGENCY AGREEMENTS
GIA - 11/2022

1. **APPROVAL:** This Agreement is not valid until signed by both parties and approved by the Department of General Services, if required.
2. **AUDIT:** The agency performing work under this Agreement agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement if it exceeds \$10,000. The agency performing work agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of record retention is stipulated.
3. **PAYMENT:** Costs for this Agreement shall be computed in accordance with State Administrative Manual Section 9210 and 9211.
4. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in the Agreement is binding on any of the parties.
5. **SUBCONTRACTING:** All subcontracting must comply with the requirements of the State Contracting Manual, Section 3.06.
6. **ADVANCE PAYMENT:** The parties to this interagency agreement may agree to the advancing of funds as provided in Government Code Sections 11257 through 11263.
7. **DISPUTES:** The agency performing work under this Agreement shall continue with the responsibilities under this Agreement during any dispute.
8. **TIMELINESS:** Time is of the essence in this Agreement.
9. **NON-PAYMENT OF INVOICES – FUND TRANSACTION REQUEST:** In accordance with Government Code Section 11255, the parties agree that when an invoice is not paid by the requested due date to the Contractor (agency providing the service) and the invoice is not disputed by the contracting Department (agency receiving the service), Contractor may send the contracting Department a 30-day notice that it intends to initiate a transfer of funds through a Transaction Request sent to the State Controller's Office. To facilitate a Transaction Request should one be needed, the contracting Department shall no later than 10 business days following execution of this agreement provide data to the Contractor for the appropriation to be charged including: fund number, organization code, fiscal year, reference, category or program, and, if applicable, element, component, and task.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. **DISPUTE RESOLUTION PROCESS:** Any dispute arising under or relating to the terms of this Agreement, or related to the performance hereunder, which is not disposed of by Agreement shall be decided by the Contract Manager, who shall reduce such decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contract Manager shall be final and conclusive unless, within fifteen (15) calendar days from the date of receipt of such copy, the Contractor mails or otherwise delivers a written appeal to the State Water Resources Control Board Executive Director. The decision of the Executive Director, or authorized representative, on such appeal shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by any substantial evidence. In connection with any appeal under this Section, the Contractor shall be afforded an opportunity to be heard and to offer evidence and argument in support of the appeal. Pending final decision on any dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement work as directed by the Contract Manager unless the Contractor has received notice of termination. Decisions on any disputes hereunder may include decisions of both fact and law; provided, however, that nothing herein shall be construed as making final any decision on a question of fact or law in the event of any subsequent legal proceeding before a court of competent jurisdiction.

Authority to terminate performance under the terms of this Agreement is not subject to appeal under this Section. All other issues including, but not limited to, the amount of any equitable adjustment and the amount of any compensation or reimbursement which should be paid to the Contractor shall be subject to the disputes process under this Section. (PCC 10240.5, 10381, 22200 et seq, 40 CFR 31.70)

2. **ACCESSIBLE CONTENT REQUIREMENTS:**

The Contractor shall ensure that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work submitted to the State Water Board or uploaded directly to any State internet website or database in the performance of this Agreement comply with the accessible content requirements set forth in Government Code sections 7405 and 11135; section 508 of the federal Rehabilitation Act (29 USC 794d) and the regulations promulgated thereunder (36 CFR part 1194); and the most current Web Content Accessibility Guidelines published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success criteria.

If the Contractor provides any electronic or information technology, or related services, under this Agreement, the Contractor shall respond to and resolve any

**EXHIBIT D
SPECIAL TERMS AND CONDITIONS**

complaint brought to the attention of the Contractor regarding the accessibility of its products or services.

3. PERMITS, WAIVER, REMEDIES AND DEBARMENT: The Contractor shall procure all permits and licenses necessary to accomplish the work contemplated in this Agreement, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

Any waiver of rights with respect to a default or other matter arising under the Agreement at any time by either party shall not be considered a waiver of rights with respect to any other default or matter.

Any rights and remedies of the Water Boards provided for in this Agreement are in addition to any other rights and remedies provided by law.

Contractor shall not subcontract with any party who is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension". Contractor shall not subcontract with any individual or organization on USEPA's List of Violating Facilities. (40 CFR, Part 31.35, Gov. Code 4477)

In addition, the Contractor shall not subcontract with any party who is debarred, suspended, or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which this contract is authorized. The Contractor shall not subcontract with any individual or organization on the State Water Board's List of Disqualified Businesses and Persons that is identified as debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which this contract is authorized.

The State Water Board's List of Disqualified Businesses and Persons is located at: http://www.waterboards.ca.gov/water_issues/programs/ustcf/dbp.shtml

4. HEALTH AND SAFETY: Contractors are required to, at their own expense, comply with all applicable health and safety laws and regulations. Upon notice, Contractors are also required to comply with the state agency's specific health and safety requirements and policies. Contractors agree to include in any subcontract related to performance of this Agreement, a requirement that the subcontractor comply with all applicable health and safety laws and regulations, and upon notice, the state agency's specific health and safety requirements and policies.
5. EXECUTIVE ORDER N-6-22 – RUSSIAN SANCTIONS:

**EXHIBIT D
SPECIAL TERMS AND CONDITIONS**

The Contractor represents that the Contractor is not a target of economic sanctions imposed in response to Russia's actions in Ukraine imposed by the United States government or the State of California. The Contractor is required to comply with the economic sanctions imposed in response to Russia's actions in Ukraine, including with respect to, but not limited to, the federal executive orders identified in California Executive Order N-6-22, located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf> and the sanctions identified on the United States Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). The Contractor is required to comply with all applicable reporting requirements regarding compliance with the economic sanctions, including, but not limited to, those reporting requirements set forth in California Executive Order N-6-22 for all Contractors with one or more agreements with the State of California with an aggregated value of Five Million Dollars (\$5,000,000) or more. Notwithstanding any other provision in this Agreement, failure to comply with the economic sanctions and all applicable reporting requirements may result in termination of this Agreement.

For Contractors with an aggregated agreement value of Five Million Dollars (\$5,000,000) or more with the State of California, reporting requirements include, but are not limited to, information related to steps taken in response to Russia's actions in Ukraine, including but not limited to

- A. Desisting from making any new investments or engaging in financial transactions with Russian institutions or companies that are headquartered or have their principal place of business in Russia;
 - B. Not transferring technology to Russia or companies that are headquartered or have their principal place of business in Russia; and
 - C. Direct support to the government and people of Ukraine.
6. **CANCELLATION / TERMINATION WITHOUT CAUSE:** In addition to the "Termination for Cause" provisions in Section 7 of Exhibit C of this Agreement, the Water Boards may terminate this Agreement without cause if doing so is in the best interest of the State, by giving thirty (30) days written notice to the Contractor. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements. Upon receipt of a notice of termination or cancellation from the Water Boards, Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent Contract costs.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

Termination Process (for both Terminations for Cause and Terminations without Cause):

Any termination shall be effected by written notice to the Contractor, either hand-delivered to the Contractor or sent certified mail, return receipt requested. The notice of termination shall specify the effective date of termination.

Upon receipt of notice of termination, and except as otherwise directed in the notice, the Contractor shall:

- A. Stop work on the date specified in the notice;
- B. Place no further orders or enter into any further Subcontracts for materials, services or facilities except as necessary to complete work under the Agreement up to effective date of termination;
- C. Terminate all orders and Subcontracts;
- D. Promptly take all other reasonable and feasible steps to minimize any additional cost, loss, or expenditure associated with work terminated, including, but not limited to reasonable settlement of all outstanding liability and claims arising out of termination of orders and Subcontracts;
- E. Deliver or make available to the Water Boards all data, drawings, specifications, reports, estimates, summaries, and such other information and material as may have been accumulated by the Contractor under this Agreement, whether completed, partially completed, or in progress.

In the event of termination, final payment may include reasonable compensation for satisfactory services rendered, materials supplied, and expenses incurred, if any, pursuant to this Agreement prior to the effective date of termination.

7. **COMPUTER SOFTWARE:** Contractor certifies that it has appropriate systems and controls in place to ensure that Water Boards 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.
8. **POTENTIAL SUBCONTRACTORS:** Nothing contained in this Agreement or otherwise, shall create any contractual relationship between the Water Boards and any Subcontractors, and no Subcontract shall relieve the Contractor of his responsibility and obligations hereunder. The Contractor agrees to be as fully responsible to the Water Boards for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its Subcontractors is an independent obligation from the Water Boards' obligation to make payments to the Contractor. As a result, the Water

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

Boards shall have no obligation to pay or to enforce the payment of any moneys to any Subcontractor. Should Water Boards determine that the work performed by a Subcontractor is substantially unsatisfactory and is not in substantial accordance with the Contract terms and conditions, or that the Subcontractor is substantially delaying or disrupting the process of work, Water Boards may request substitution of the Subcontractor.

9. **FORCE MAJEURE:** Except for defaults of Subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations superimposed after the fact. If a delay or failure in performance by the Contractor arises out of a default of its Subcontractor, and if such default of its Subcontractor, arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.