

DRAFT Agreement for Funding of Sonoma County Watersheds Program

This agreement ("Agreement") is by and between **Sonoma County Water Agency** a body corporate and politic of the State of California ("Sonoma Water") and **Sonoma Resource Conservation District**, a special district organized under the California Public Resources Code ("Sonoma RCD"). The Effective Date of this Agreement is the date the Agreement is last signed by the parties to the Agreement, unless otherwise specified in Article 6 (Term of Agreement).

RECITALS

- A. Sonoma RCD represents that it is duly qualified and experienced in soil, water, and habitat enhancement conservation projects, programs, and related services.
- B. Sonoma RCD is one of two resource conservation districts whose boundaries cover a portion of the Russian River Watershed. Sonoma RCD's boundaries encompass approximately 50 percent of the Russian River Watershed, and all of the Petaluma River and Sonoma Creek watersheds.
- C. Sonoma RCD's Russian River Watershed Program (Program) includes providing landowner assistance, public education and information, watershed stewardship, watershed monitoring, interagency coordination, and planning and implementation to assist local groups in improving land management and restoring fish habitat. Sonoma RCD is seeking funding from Sonoma Water to carry out portions of Sonoma RCD's Program.
- D. Sonoma Water and Sonoma RCD have previously entered into prior agreements for funding of cooperative Russian River Watershed programs. The most recent agreement expired on August 31, 2025.
- E. Sonoma Water has determined that Sonoma RCD's Program for voluntary watershed-based, locally-driven programs to assist agricultural and residential communities in complying with federal and state endangered species and water quality laws has been successful and seeks to continue assisting with Sonoma RCD's Program.
- F. It is in the interest of Sonoma Water to work with and provide funding for Sonoma RCD because it improves Sonoma Water's understanding of watershed conditions; has created opportunities to educate agricultural and urban communities about key issues, including water conservation, stormwater and rainwater catchment, and development of habitat enhancement; and contributes to Sonoma Water's goals of protecting water quality, improving watershed health, and building community partnerships.
- G. Under this Agreement, Sonoma RCD will conduct landowner outreach activities and assistance, provide educational materials to sub-watershed groups like the Friends of Mark West Watershed and the Mill Creek Citizens Organized to Prepare for Emergencies (COPE), and residents in the Russian River, Petaluma River, and Sonoma Creek watersheds, and identify funding opportunities for watershed health and habitat restoration.

In consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

1. RECITALS

1.1. The above recitals are true and correct and are incorporated herein.

2. LIST OF EXHIBITS

2.1. The following exhibits are attached hereto and incorporated herein:

- a. Exhibit A: Scope of Work.
- b. Exhibit B: Schedule of Costs.
- c. Exhibit C: Estimated Breakdown of Costs.
- d. Exhibit D: Insurance Requirements.

3. COORDINATION

3.1. Cooperation with Sonoma Water. Sonoma RCD shall coordinate the work with Sonoma Water's Project Manager. Contact information and mailing addresses:

Sonoma Water	Sonoma RCD
Project Manager: Ryan Pedrotti 404 Aviation Boulevard Santa Rosa, California 95403-9019 Phone: 707-328-0890 Email: ryan.pedrotti@scwa.ca.gov	Contact: Christine Kuehn 1221 Farmers Lane, Suite F Santa Rosa, California 95405 Phone: 707-569-1448 ext 114 Email: CKuehn@sonomarc.org
Remit invoices to:	Remit payments to:
Ap.Agreements@scwa.ca.gov Same address as above.	Same address as above

4. SONOMA RCD'S RESPONSIBILITIES

Sonoma RCD shall complete the following:

- 4.1. General. Sonoma RCD agrees to perform all work in accordance with the requirements of applicable federal, state, and local laws.
- 4.2. Scope of Work. See Exhibit A (Scope of Work).
- 4.3. Content Online Accessibility.
 - a. *Accessibility:* Sonoma Water policy requires that all documents that may be published to the Web meet accessibility standards to the greatest extent possible, and utilizing available existing technologies.
 - b. *Standards:* All consultants responsible for preparing content intended for use or publication on a Sonoma Water managed or Sonoma Water funded

web site must comply with applicable federal accessibility standards established by 36 C.F.R. section 1194, pursuant to section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. section 794(d)), Sonoma Water's Web Standards & Guidelines located at <https://sonomacounty.ca.gov/Services/Web-Standards-and-Guidelines/>, and Sonoma Water's Web Site Accessibility Policy located at <https://sonomacounty.ca.gov/CAO/Administrative-Policies/9-3-Website-Accessibility-Policy/>.

- c. *Alternate Format*: When it is strictly impossible due to the unavailability of technologies required to produce an accessible document, Sonoma RCD shall identify the anticipated accessibility deficiency prior to commencement of any work to produce such deliverables. Sonoma RCD agrees to cooperate with Sonoma Water staff in the development of alternate document formats to maximize the facilitative features of the impacted document(s); e.g., embedding the document with alt-tags that describe complex data/tables.
- d. *Noncompliant Materials; Obligation to Cure*: Remediation of any materials that do not comply with Sonoma Water's Web Site Accessibility Policy shall be the responsibility of Sonoma RCD. If Sonoma Water, in its sole and absolute discretion, determines that any deliverable intended for use or publication on any Sonoma Water/County-managed or Sonoma Water/County-funded Web site does not comply with Sonoma Water Accessibility Standards, Sonoma Water will promptly inform Sonoma RCD in writing. Upon such notice, Sonoma RCD shall, without charge to Sonoma Water, repair or replace the non-compliant materials within such period of time as specified by Sonoma Water in writing. If the required repair or replacement is not completed within the time specified, Sonoma Water shall have the right to do any or all of the following, without prejudice to Sonoma Water's right to pursue any and all other remedies at law or in equity:
 - i. Cancel any delivery or task order;
 - ii. Terminate this Agreement pursuant to the provisions of Paragraph 7; and/or
 - iii. In the case of custom Electronic and Information Technology (EIT) developed by Sonoma RCD for Sonoma Water, Sonoma Water may have any necessary changes or repairs performed by itself or by another contractor. In such event, Sonoma RCD shall be liable for all expenses incurred by Sonoma Water in connection with such changes or repairs.
- e. *Sonoma Water's Rights Reserved*: Notwithstanding the foregoing, Sonoma Water may accept deliverables that are not strictly compliant with Sonoma Water Accessibility Standards if Sonoma Water, in its sole and absolute discretion, determines that acceptance of such products or services is in Sonoma Water's best interest.

- 4.4. Indemnification. Sonoma RCD agrees to accept all responsibility for loss or damage to any person or entity, including Sonoma County Water Agency, and to

indemnify, hold harmless, and release Sonoma County Water Agency, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Sonoma RCD, that arise out of, pertain to, or relate to Sonoma RCD's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Sonoma RCD agrees to provide a complete defense for any claim or action brought against Sonoma County Water Agency based upon a claim relating to Sonoma RCD's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Sonoma RCD's obligations under this Paragraph 4.4 apply whether or not there is concurrent or contributory negligence on the part of Sonoma County Water Agency, but, to the extent required by law, excluding liability due to conduct of Sonoma County Water Agency. Sonoma County Water Agency shall have the right to select its legal counsel at Sonoma RCD's expense, subject to Sonoma RCD's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Sonoma RCD or its agents, employees, contractors, subcontractors, or invitees under workers' compensation acts, disability benefits acts, or other employee benefit acts.

- 4.5. Insurance. With respect to performance of work under this Agreement, Sonoma RCD shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit D (Insurance Requirements).
- 4.6. Invoices. Sonoma RCD shall bill Sonoma Water in accordance with Paragraph 5.1.b with invoices that are clearly marked with "Sonoma Resource Conservation District, Agreement for Funding of Sonoma County Watersheds Program and TW 25/26-012." Invoice shall also include the Project-Activity Codes below:
- a. FY 2025/2026: B0013D035.
 - b. FY 2026/2027 and FY 2027/2028: W0008B003.
- 4.7. Statutory Compliance/Living Wage Ordinance. Sonoma RCD agrees to comply, and to ensure compliance by its subconsultants or subcontractors, with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Sonoma RCD expressly acknowledges and agrees that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

- 4.8. Refund of Unused Funds. Following completion of work, Sonoma RCD shall submit receipts and invoices to verify actual costs. If total of actual costs of authorized expenses is less than the total amount provided under this Agreement, Sonoma RCD shall refund the difference to Sonoma Water within 30 calendar days of completion of work.
- 4.9. Refund Upon Cancellation. If Sonoma RCD determines work will not occur, Sonoma RCD shall immediately notify Sonoma Water in writing. In such case, Sonoma RCD shall refund any funding provided under this Agreement by Sonoma Water within 30 calendar days of said determination.

5. **SONOMA WATER'S RESPONSIBILITIES**

- 5.1. Total.
- a. The total amount payable under this Agreement shall not exceed \$150,000.
 - b. Estimated Breakdown of Costs is included in Exhibit C.

5.2. Funding:

- a. Funding for this Agreement is as follows:

<i>Fiscal Year</i>	<i>Appropriation</i>
2025/2026	\$50,000
2026/2027	\$50,000
2027/2028	\$50,000

- b. Availability of Funding:
- i. Funding is available for Fiscal Year 2025/2026.
 - ii. If funding for this Agreement for any fiscal year is reduced or eliminated by Sonoma Water's Board of Directors, Sonoma Water shall have the option to either terminate this Agreement in accordance with Article 7 (Termination) or offer an amendment to Sonoma RCD to reflect the reduced amount.

5.3. Payments.

- a. *2025/2026 Payment:* Upon execution of Agreement and receipt of an invoice thereof, Sonoma Water will deposit with Sonoma RCD \$50,000.
- b. *2026/2027 Payment:* Upon receipt of invoice dated July 1, 2026, or later, Sonoma Water will deposit with Sonoma RCD \$50,000.
- c. *2027/2028 Payment:* Upon receipt of invoice dated July 1, 2027, or later, Sonoma Water will deposit with Sonoma RCD \$50,000.

- 5.4. Items to be Provided. Sonoma Water logo or other identifying material, as requested by Sonoma RCD.

6. TERM OF AGREEMENT

- 6.1. The term of this Agreement shall be from October 1, 2025 (“Effective Date”), to October 31, 2028, unless terminated earlier in accordance with the provisions of Article 7 (Termination).
- 6.2. Sonoma County Water Agency’s General Manager shall have the ability to extend the term of this Agreement for two additional years by providing written notice to Sonoma RCD thirty days in advance of the expiration date noted in this Article. The extension shall be formalized in an amended agreement or amendment signed by Sonoma Water and Sonoma RCD.

7. TERMINATION

- 7.1. At any time and without cause, Sonoma Water has the right, in its sole discretion, to terminate this Agreement by giving five calendar days’ written notice to Sonoma RCD. In the event of such termination, Sonoma Water will pay Sonoma RCD for services satisfactorily rendered to the date of termination. In addition, should Sonoma RCD fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, Sonoma Water may immediately terminate this Agreement by giving Sonoma RCD written notice of such termination, stating the reason for termination. In the event of such termination, Sonoma Water will pay Sonoma RCD for services satisfactorily rendered to the date of termination. However, Sonoma Water will deduct from such amount the amount of damage, if any, sustained by Sonoma Water by virtue of the breach of the Agreement by Sonoma RCD. Sonoma Water’s right to terminate may be exercised by Sonoma County Water Agency’s General Manager.

8. ADDITIONAL REQUIREMENTS

- 8.1. Bottled Water. In accordance with Sonoma County Water Agency Board of Directors Resolution No. 09-0920, dated September 29, 2009, no Sonoma Water funding shall be used to purchase single-serving, disposable water bottles for use in Sonoma Water facilities or at Sonoma Water-sponsored events. This restriction shall not apply when potable water is not available.
- 8.2. Authority to Amend Agreement. Changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Changes to lengthen time schedules or make minor modifications to the scope of work, which do not increase the amount paid under the Agreement, may be executed by Sonoma County Water Agency's General Manager in a form approved by County Counsel.
- 8.3. No Waiver of Breach. The waiver by Sonoma Water of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such

term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.

- 8.4. Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Sonoma RCD and Sonoma Water acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Sonoma RCD and Sonoma Water acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.
- 8.5. No Third-Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.
- 8.6. Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California excluding the law of conflicts. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Sonoma.
- 8.7. Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.
- 8.8. Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure section 1856. Each Party acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.
- 8.9. Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- 8.10. Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.
- 8.11. Counterpart; Electronic Signatures. The parties agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an

original, and together which when executed by the requisite parties shall be deemed to be a complete original agreement. Counterparts may be delivered via electronic means, or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered, be valid and effective for all purposes, and shall have the same legal force and effect as an original document. This Agreement, and any counterpart, may be electronically signed by each or any of the parties through the use of any commercially-available digital and/or electronic signature software or other electronic signature method in compliance with the U.S. federal E-SIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civil Code § 1633.1 et seq.), or other applicable law. By its use of any electronic signature below, the signing party agrees to have conducted this transaction and to execution of this Agreement by electronic means.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date last signed by the parties to the Agreement.

Reviewed as to funds:

TW 25/26-012

By: _____
Sonoma County Water Agency
Division Manager - Administrative
Services

Approved as to form:

By: _____
Cory O'Donnell
Chief Deputy County Counsel

Insurance Documentation is on file with
Sonoma Water

Date/TW Initials: _____

Sonoma County Water Agency

Sonoma Resource Conservation District, a
special district organized under the California
Public Resources Code

By: _____
Grant Davis
General Manager

Authorized per Sonoma County Water
Agency's Board of Directors Action on
December 9, 2025

By: _____

Name: _____

Title: _____

Date: _____

Date: _____

Exhibit A

Scope of Work

1. TASKS

1.1. Task 1: Landowner Outreach and Assistance

- a. Provide outreach, education, and direct technical assistance to landowners in key Sonoma County watersheds with an emphasis on climate-resilient land and water management practices.
- b. *Education Materials and Communications.* Develop and disseminate materials (e.g., email articles, brochures, and blog posts) to any array of constituents, landowners, land managers, and the general public that promote climate-adaptive land stewardship, including but not limited to:
 - i. Climate change resiliency and its implications for land and water management.
 - ii. Recommended management practices (BMPs) for sediment control, erosion, and wildfire risk reduction.
 - iii. Improved land stewardship to support habitat and watershed function.
 - iv. Habitat enhancement and restoration.
 - v. Water conservation and rainwater/greywater reuse.
 - vi. Groundwater management and monitoring.
 - vii. Flood and stormwater management .
 - viii. Updates on Sonoma RCD's current efforts in the Russian River, Sonoma Creek, and Petaluma River watersheds.
- c. *Outreach Memorandum.* Prepare a memorandum summarizing outreach efforts, including:
 - i. Table of Contents.
 - ii. Summary of articles, brochures, and blog posts.
 - iii. Description of methods, resources, and stakeholder engagement.
 - iv. Other information requested by Sonoma Water.
- d. *Educational Bulletin.* Develop and distribute an electronic bulletin to sub-watershed groups and residents highlighting climate adaptation projects, programs, and practices that improve watershed health, climate resiliency, and water quality.
- e. *Community Engagement and Workshops.* Host and participate in community workshops and site tours to provide technical assistance and climate-resilient education on topics including, but not limited to:
 - i. Water conservation and drought resilience.
 - ii. Flood and stormwater management in light of changing precipitation patterns.

- iii. Groundwater recharge and monitoring.
- iv. Sediment management strategies.
- v. Post-wildfire water quality protection.
- vi. BMP promotion in upper watershed sediment source areas.
- vii. Provide workshop flyers, agendas, and attendance sheets.
- viii. Provide summaries of workshop presentation.
- f. *Partnership Support.* Support regional coordination and climate-adaptive planning efforts to watershed partners by:
 - i. Participating in watershed coordination and technical advisory meetings (e.g., flood risk partnership groups, sediment source study groups).
 - ii. Publicizing partner events related to climate adaptation and resilience.
 - iii. Contributing input on sediment management plans, flood attenuation strategies, and regional wildfire resilience initiatives.
- g. *One-on-One Technical Assistance.* Provide individual support to landowners to address climate-related natural resource concerns (e.g., erosion, post-fire recovery, flood mitigation).
- h. Deliverables: Submit the below deliverables in accordance with Paragraph 2.1 (Review and Acceptance of Deliverables).

Deliverable	Due Date
Draft Outreach Memorandum	July 15 of each year for the term of the Agreement
Final Outreach Memorandum	August 15 of each year for the term of the Agreement
Draft educational bulletins	July 15 of each year for the term of the Agreement
Final educational bulletins	August 15 of each year for the term of the Agreement
Draft workshop materials and summary	July 15 of each year for the term of the Agreement
Final workshop materials and summary	August 15 of each year for the term of the Agreement

- 1.2. Task 2: Funding Development for Watershed Health and Habitat Restoration
 - a. Seek and develop funding opportunities for projects that improve climate resilience across Sonoma County watersheds.
 - b. *Grant Development.* Identify and pursue funding from federal, state, and local agencies for projects to restore or enhance watershed conditions or to enhance salmonid habitat within the Russian River, Petaluma River, and Sonoma Creek watersheds. Projects include, but are not limited to, the following items:
 - i. Sediment source reduction and sediment management planning.

- ii. Instream flow and habitat improvements.
- iii. Post-wildfire watershed recovery.
- iv. Water conservation and drought adaptation.
- v. Flood attenuation and climate-informed infrastructure.
- vi. Fish passage barrier removal.
- c. *Proposal Tracking and Reporting.* Submit a minimum of 10 funding proposals over the term of the Agreement. Provide biannual summaries that include:
 - i. List and description of submitted proposals.
 - ii. Funding amounts requested.
 - iii. List of accepted and awarded grants.
- d. *Deliverables:* Submit the below deliverables in accordance with Paragraph 2.1 (Review and Acceptance of Deliverables).

Deliverable	Due Date
List of proposals and grants	Biannually for the term of the Agreement beginning August 15, 2026
Summary of proposals accepted by funding agencies	Biannually for the term of the Agreement beginning August 15, 2026

1.3. Task 3: Annual Progress Report

- a. Prepare an annual progress report (Annual Progress Report) that includes, but is not limited to, the items below.
 - i. Table of Contents.
 - ii. A detailed list of tasks performed, including new climate-adaptive actions.
 - iii. Summary of metrics, outcomes, and stakeholder coordination.
 - iv. Description of updates on sediment source work, wildfire resilience participation, and other emerging climate challenges.
 - v. Other information as appropriate or as requested by Sonoma Water
- b. *Deliverables:* Submit the below deliverables in accordance with Paragraph 2.1 (Review and Acceptance of Deliverables).

Deliverable	Due Date
Draft Annual Progress Report	July 15 of each year for the term of the Agreement
Final Annual Progress Report	August 15 of each year for the term of the Agreement

2. DELIVERABLES

- 2.1. Review and Acceptance of Deliverables
 - a. First Draft: Prepare each deliverable in draft form and submit to Sonoma Water for review and approval in accordance with the date listed for the deliverable in the applicable task. Sonoma Water will return the draft deliverable to Sonoma RCD with comments or approval in writing.
 - b. Subsequent Draft(s): If Sonoma Water requests revisions, revise the draft deliverable and resubmit for Sonoma Water approval.
 - c. Final. Following Sonoma Water approval and prior to Sonoma Water's acceptance of work under this Agreement, submit the final approved deliverable to Sonoma Water in accordance with the date listed for this deliverable.
- 2.2. In addition to the requirements above, if any, submit one electronic copy in PDF format (emailed, on USB flash drive, or via internet) of each final deliverable to Sonoma Water.
- 2.3. Comply with requirements of Article 4.3 (Content Online Accessibility.)
- 2.4. Include Agreement title and TW 25/26-012 on first page or cover of each deliverable.

Exhibit B

Schedule of Costs

PERSONNEL			
Title	FY 2025/2026 Rate	FY 2026/2027 Rate	FY 2027/2028 Rate
Executive Director	\$156	\$162	\$168
Engineering Director/Engineer	\$142	\$148	\$154
Director of Forestry	\$133	\$138	\$144
Program Director	\$131	\$136	\$141
Program Manager	\$131	\$136	\$141
Soil & Water Specialist	\$131	\$136	\$141
Project Manager/Forestry Project Manager	\$127	\$132	\$138
Community Engagement Program Manager	\$127	\$132	\$138
Program Coordinator	116	121	\$126
Program Assistant/Community Engagement Program Assistant	\$107	\$111	\$115
EXPENSES			
Item	Cost		
Copies	\$0.10 per page		
Postage	at cost		
Overnight mail	at cost		
Mileage	Current IRS rate		

Exhibit C

Estimated Breakdown of Costs

Task	Estimated Cost
Task 1: Landowner Outreach and Assistance	\$94,200.00
Task 2: Funding Development for Watershed Health or Habitat Restoration	\$51,000.00
Task 3: Annual Progress Report	\$4,800.00

Exhibit D

Insurance Requirements

1. **SECTION I – INSURANCE TO BE MAINTAINED BY SONOMA RESOURCE CONSERVATION DISTRICT**

Sonoma Resource Conservation District shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. The insurance shall be maintained for the entire term of the Agreement after all funds have been disbursed.

Sonoma Water reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Sonoma Water's failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or Sonoma Water's failure to identify any insurance deficiency shall not relieve Sonoma Resource Conservation District from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1.1. Workers Compensation and Employers Liability Insurance

- a. Required if Sonoma Resource Conservation District has employees as defined by the Labor Code of the State of California.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers' Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. Required Evidence of Insurance: Certificate of Insurance.
- e. If Sonoma Resource Conservation District currently has no employees as defined by the Labor Code of the State of California, Sonoma Resource Conservation District agrees to obtain the above-specified Workers' Compensation and Employers' Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

1.2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and either Commercial Excess or Commercial Umbrella Liability Insurance. If Sonoma Resource Conservation District maintains higher limits than the specified

minimum limits, Sonoma Water requires and shall be entitled to coverage for the higher limits maintained by Sonoma Resource Conservation District.

- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$100,000 it must be approved in advance by Sonoma Water. Sonoma Resource Conservation District is responsible for any deductible or self-insured retention and shall fund it upon Sonoma Water's written request, regardless of whether Sonoma Resource Conservation District has a claim against the insurance or is named as a party in any action involving Sonoma Water.
- d. Sonoma County Water Agency, its officers, agents, and employees, shall be endorsed as additional insureds for liability arising out of Sonoma Resource Conservation District's ongoing operations. (ISO endorsement CG 20 26 or equivalent).
- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between Sonoma Water and Sonoma Resource Conservation District and include a "separation of insureds" or "severability" clause which treats each insured separately.
- h. Required Evidence of Insurance:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
 - ii. Certificate of Insurance.

1.3. Automobile Liability Insurance

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limit may be satisfied by a combination of Automobile Liability Insurance and either Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned vehicles if Sonoma Resource Conservation District owns vehicles.
- c. Insurance shall cover hired and non-owned vehicles.
- d. Required Evidence of Insurance: Certificate of Insurance.

1.4. Standards for Insurance Companies

- a. Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

1.5. Documentation

- a. The Certificate of Insurance must include the following reference:
TW 25/26-012.
- b. Sonoma Resource Conservation District shall submit required Evidence of Insurance prior to the execution of this Agreement. Sonoma Resource Conservation District agrees to maintain current Evidence of Insurance on file with Sonoma Water for the required period of insurance.
- c. The name and address for mailing Additional Insured endorsements and Certificates of Insurance is: Sonoma County Water Agency, 404 Aviation Boulevard, Santa Rosa, CA 95403-9019.
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Sonoma Resource Conservation District shall provide immediate written notice if: (1) any of the required insurance policies are terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

1.6. Policy Obligations

- a. Sonoma Resource Conservation District's indemnity and other obligations shall not be limited by the foregoing insurance requirements.