

## **Agreement for Salmonid Monitoring in Russian River Watershed**

This agreement ("Agreement") is by and between **Sonoma County Water Agency**, a body corporate and politic of the State of California ("Sonoma Water") and **The Regents of the University of California; University of San Diego** ("University"). The Effective Date of this Agreement is the date the Agreement is last signed by the parties to the Agreement, unless otherwise specified in Paragraph 5.1.

### **RECITALS**

- A. Sonoma Water has been collecting data on fish populations in the Russian River basin since 1999, and has a long history of developing, funding, and implementing fisheries habitat enhancement and fish population monitoring programs in the Russian River watershed.
- B. California Department of Fish and Wildlife (CDFW), through a direct contract with Sonoma Water, will provide funding to continue a fish monitoring program aimed at aiding in the recovery of endangered or threatened salmon and steelhead in the Russian River watershed.
- C. The data collected through monitoring salmonids in the Russian River watershed will contribute to the California Coastal Monitoring Program that monitors salmon and steelhead in coastal California rivers.
- D. Sonoma Water has been collecting data on fish populations in the Russian River basin since 1999, and has a long history of developing, funding, and implementing fisheries habitat enhancement and fish population monitoring programs in the Russian River watershed.
- E. Under this Agreement, University will assist Sonoma Water in these monitoring efforts.

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 Budget for Scope of Work.
  - d. Exhibit D: Additional Provisions.
  - e. Exhibit E: Insurance Requirements.

### 3. **SCOPE OF SERVICES**

- 3.1. *University's Specified Services:* University shall perform the services described in Exhibit A (Scope of Work), within the times or by the dates provided for in Exhibit A and pursuant to Article 9 (Prosecution of Work). In the event of a conflict between the body of this Agreement and Exhibit A, the provisions in the body of this Agreement shall control.
- 3.2. *Cooperation with Sonoma Water:* University shall cooperate with Sonoma Water in the performance of all work hereunder. University shall coordinate the work with Sonoma Water's Project Manager. Contact information and mailing addresses:

<b>Sonoma Water</b>	<b>University</b>
Project Manager: Gregg Horton Phone: 707-547-1907 Email: gregg.horton@scwa.ca.gov  Contract Manager: Devin Chatoian Phone: 707-524-3783 Email: devin.chatoian@scwa.ca.gov  404 Aviation Boulevard Santa Rosa, California 95403-9019	Contact: Mariska Obedzinski 600 American Way, Suite 109 Santa Rosa, California 95403 Phone: 707-687-0994 Email: mobedzinski@ucsd.edu
<b>Remit invoices to:</b>	<b>Remit payments to:</b>
Accounts Payable Same address as above or Email: ap.agreements@scwa.ca.gov	Bank of America, NA P.O. Box 37025 San Francisco, California 94137

- 3.3. *Performance Standard and Standard of Care:* University hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with the standards of a reasonable professional having specialized knowledge and expertise in the services provided under this Agreement and in accordance with all applicable federal, state and local laws, it being understood that acceptance of University's work by Sonoma Water shall not operate as a waiver or release. Sonoma Water has relied upon the professional ability and training of University as a material inducement to enter into this Agreement. If Sonoma Water determines that any of University's work is not in accordance with such level of competency and standard of care, Sonoma Water, in its sole discretion, shall have the right to do any or all of the following: (a) require University to meet with Sonoma Water to review the quality of the work and resolve matters of concern; (b) terminate this Agreement pursuant to the provisions of Article 6 (Termination); or (c) pursue any and all other remedies at law or in equity.

3.4. *Assigned Personnel:*

- a. University shall assign only competent personnel to perform work hereunder.
- b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by Sonoma Water to be key personnel whose services were a material inducement to Sonoma Water to enter into this Agreement, and without whose services Sonoma Water would not have entered into this Agreement. University shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of Sonoma Water.
- c. In the event that any of University's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness, or other factors outside of University's control, University shall be responsible for timely provision of adequately qualified replacements.

4. **PAYMENT**

- 4.1. *Total Costs:* Total costs under this Agreement shall not exceed \$280,000.
- 4.2. *Method of Payment:* University shall be paid in accordance with Exhibit B (Schedule of Costs). Billed hourly rates shall include all costs for overhead and any other charges, other than expenses specifically identified in Exhibit B. Expenses not expressly authorized by the Agreement shall not be reimbursed.
- 4.3. *Invoices:* University shall submit its bills in arrears on a quarterly basis, based on work completed for the period, in a form approved by Sonoma Water. The bills shall show or include:
  - a. University name.
  - b. Agreement title and TW 24/25-076.
  - c. Sonoma Water's Project-Activity Codes:
    - i. Task 1: To be determined.
    - ii. Task 2: To be determined.
  - d. Task performed with an itemized description of services rendered by date.
  - e. Summary of work performed by subconsultants, as described in Paragraph 14.4.
  - f. Time in quarter hours devoted to the task.
  - g. Hourly rate(s) and title(s) of the person(s) performing the task.
  - h. List of reimbursable materials and expenses.
  - i. Information related to reimbursable materials and expenses including the following:
    - i. Paid vendor receipts identifying agreement number: To be determined.
    - ii. Purchase date

- iii. Purchase price
  - iv. Description of the item
  - v. Serial number, if applicable
  - vi. Model number, if applicable
  - vii. Location, including street address, where property will be used during the term of this Agreement, if applicable
- 4.4. *Quarterly Reports with Invoices:* Payment of invoices is subject to receipt of the quarterly reports required under Task 1 of Exhibit A.
- 4.5. *Cost Tracking:* University has provided an estimated breakdown of costs, included in Exhibit C (Estimated Budget for Scope of Work). Exhibit C will only be used as a tool to monitor progress of work and budget. Actual payment will be made as specified in Paragraph 4.2 above.
- 4.6. *Rate Changes:* Upon at least 30 days written notice, University may change the salary and wages up to 3 percent per year and benefits rates up to 2 percent per year, commencing one year from the Effective Date of this Agreement and no more than once every 12 months thereafter.
- 4.7. *Timing of Payments:* Unless otherwise noted in this Agreement, payments shall be made within the normal course of Sonoma Water business after presentation of an invoice in a form approved by Sonoma Water for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by Sonoma Water.
- 4.8. *Taxes Withheld by Sonoma Water:*
- a. Pursuant to California Revenue and Taxation Code (R&TC) section 18662, Sonoma Water shall withhold seven percent of the income paid to University for services performed within the State of California under this Agreement, for payment and reporting to the California Franchise Tax Board, if University does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.
  - b. If University does not qualify, as described in Paragraph 4.8.a, Sonoma Water requires that a completed and signed Form 587 be provided by University in order for payments to be made. If University is qualified, as described in Paragraph 4.8.a, then Sonoma Water requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, University agrees to promptly notify Sonoma Water of any changes in the facts. Forms should be sent to Sonoma Water pursuant to Article 15 (Method and Place of Giving Notice, Submitting Bills, and Making Payments) of this Agreement. To reduce

the amount withheld, University has the option to provide Sonoma Water with either a full or partial waiver from the State of California.

- 4.9. *State or Grant Funding:* University is informed and aware that this Agreement is funded by a grant from California Department of Fish and Wildlife (award number to be determined), which grant is conditioned upon various terms that apply to University. University has reviewed the grant award documents attached hereto as Exhibit D (Federal Certifications) and hereby agrees to comply with them to the extent they apply to a subcontractor and that is in compliance with the California Model Agreement as per Assembly Bill 20.

## **5. TERM OF AGREEMENT**

### **5.1. *Term of Agreement:***

- a. The term of this Agreement shall be from July 1, 2025 ("Effective Date") to June 30, 2028, unless terminated earlier in accordance with the provisions of Article 6 (Termination).
- b. Sonoma County Water Agency's General Manager shall have the ability to extend the term of this Agreement for up to two additional years by providing written notice to University 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 University.

## **6. TERMINATION**

- 6.1. *Authority to Terminate:* Sonoma Water's right to terminate may be exercised by Sonoma County Water Agency's General Manager.
- 6.2. *Termination Without Cause:* Notwithstanding any other provision of this Agreement, at any time and without cause, either party shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to the other party.
- 6.3. *Termination for Cause:* Notwithstanding any other provision of this Agreement, should University 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 University written notice of such termination, stating the reason for termination.
- 6.4. *Delivery of Work Product and Final Payment Upon Termination:* In the event of termination, University, within 14 days following the date of termination, shall deliver to Sonoma Water all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by University or University's subcontractors, consultants, and other agents in connection with this Agreement subject to Paragraph 12.11 and shall submit to Sonoma Water an invoice showing the services performed, hours

worked, and copies of receipts for reimbursable expenses up to the date of termination.

- 6.5. *Payment Upon Termination:* Upon termination of this Agreement by Sonoma Water, University shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by University bear to the total services otherwise required to be performed for such total payment; provided, however, that if services are to be paid on a per-hour or per-day basis, then University shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to termination multiplied by the applicable hourly or daily rate; and further provided, however, that if Sonoma Water terminates the Agreement for cause pursuant to Paragraph 6.3, Sonoma Water shall deduct from such amounts the amount of damage, if any, sustained by Sonoma Water by virtue of the breach of the Agreement by University.
- 6.6. *Change in Funding:* University understands and agrees that Sonoma Water shall have the right to terminate this Agreement immediately upon written notice to University in the event that (1) any state or federal agency or other funder reduces, withholds or terminates funding which Sonoma Water anticipated using to pay University for services provided under this Agreement or (2) Sonoma Water has exhausted all funds legally available for payments due under this Agreement.

## **7. MUTUAL INDEMNIFICATION**

- 7.1. Each party to this Agreement (the "Indemnifying Party") agrees to accept all responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the other party (the "Indemnified Party"), and the Indemnified Party's supervisors, officers, agents, and employees, from and against any and all liabilities, actions, claims, damages, disabilities, or expenses that may be asserted by any person or entity, including the Indemnifying Party, to the extent resulting from the Indemnifying Party's breach of any material term of this Agreement, or Indemnifying Party's negligence or willful misconduct in connection with the performance of this Agreement, but excluding liabilities, actions, claims, damages, disabilities, or expenses to the extent arising from Indemnified Party's breach of any material term of this Agreement, or Indemnified Party's negligence or willful misconduct in connection with the performance of this Agreement. The Indemnified Party shall have the right to select its legal counsel at the Indemnifying Party's expense, subject to the Indemnifying Party'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

the parties hereto or their agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.

**8. INSURANCE**

- 8.1. With respect to performance of work under this Agreement, University shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit E (Insurance Requirements). University will submit its Self-Insurance Certificate to Sonoma Water to get written approval as an alternative option to meeting Exhibit E's Insurance Requirements.

**9. PROSECUTION OF WORK**

- 9.1. University is authorized to proceed immediately with the performance of this Agreement upon the Effective Date of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for University's performance of this Agreement shall be extended by a number of days equal to the number of days University has been delayed.

**10. EXTRA OR CHANGED WORK**

- 10.1. Extra or changed work or other 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. The parties expressly recognize that Sonoma Water personnel are without authorization to order all other extra or changed work or waive Agreement requirements. Failure of University to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter University shall be entitled to no compensation whatsoever for the performance of such work. University further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of Sonoma Water.

**11. CONTENT ONLINE ACCESSIBILITY**

- 11.1. *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.

- 11.2. *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. § 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/>.

## **12. REPRESENTATIONS OF UNIVERSITY**

- 12.1. *Status of University:* The parties intend that University, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. University is not to be considered an agent or employee of Sonoma Water and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits Sonoma Water provides its employees. In the event Sonoma Water exercises its right to terminate this Agreement pursuant to Article 6 (Termination), University expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.
- 12.2. *No Suspension or Debarment:* University warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. University also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If University becomes debarred, University has the obligation to inform Sonoma Water.
- 12.3. *Taxes:* University agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. University agrees to indemnify and hold Sonoma Water harmless from any liability which it may incur to the United States or to the State of California or to any other public entity as a consequence of University's failure to pay, when due, all such taxes and obligations. In case Sonoma Water is audited for compliance regarding any withholding or other applicable taxes, University agrees to furnish Sonoma Water with proof of payment of taxes on these earnings.
- 12.4. *Records Maintenance:* University shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and



records available to Sonoma Water for inspection at any reasonable time. University shall maintain such records for a period of four (4) years following completion of work hereunder.

- 12.5. *Conflict of Interest:* University covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. University further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if required by law or requested to do so by Sonoma Water, University shall submit a completed Fair Political Practices Commission Statement of Economic Interests (Form 700) with Sonoma Water within 30 calendar days after the Effective Date of this Agreement and each year thereafter during the term of this Agreement, or as required by state law.
- 12.6. *Statutory Compliance/Living Wage Ordinance:* Not applicable.
- 12.7. *Nondiscrimination:* University shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County of Sonoma's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.
- 12.8. *AIDS Discrimination:* University agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.
- 12.9. *Drug-Free Workplace Certification (Certification of Compliance):* By signing this Agreement, University, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code § 8350 *et seq.*) and have or will provide a drug-free workplace by taking the following actions:
- a. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355.
  - b. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:
    - i. The dangers of drug abuse in the workplace,

- ii. University's policy of maintaining a drug-free workplace,
    - iii. Any available counseling, rehabilitation, and employee assistance programs, and
    - iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
  - c. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Agreement:
    - i. Will receive a copy of University's drug-free policy statement, and
    - ii. Will agree to abide by terms of University's condition of employment, contract or subcontract.
- 12.10. *Assignment of Rights:* University assigns to Sonoma Water all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the work, if any, now or later prepared by University in connection with this Agreement. University agrees to take such actions as are necessary to protect the rights assigned to Sonoma Water in this Agreement, and to refrain from taking any action which would impair those rights. University's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as Sonoma Water may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of Sonoma Water. University shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of Sonoma Water.
- 12.11. *Ownership and Disclosure of Work Product:* All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by University or University's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of Sonoma Water. Sonoma Water shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, University shall promptly deliver to Sonoma Water all such documents, which have not already been provided to Sonoma Water in such form or format as Sonoma Water deems appropriate. Such documents shall be and will remain the property of Sonoma Water without restriction or limitation. University may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of Sonoma Water.
- 12.12. *Authority:* The undersigned hereby represents and warrants that the undersigned has authority to execute and deliver this Agreement on behalf of University.

12.13. *Nondisclosure of Confidential Information:* While doing the work required by this Agreement, University may have access to technical information and materials pertaining to Sonoma Water's sensitive information or data determined by Sonoma Water to be confidential ("Confidential Information"). The Confidential Information may include confidential or proprietary information or trade secrets exempt from disclosure under provisions of the California Public Records Act. In consideration of disclosure by Sonoma Water of Confidential Information to University, University and its agents shall hold any material or information designated by Sonoma Water as Confidential in strict confidence and shall not disclose it or otherwise make it available, in any form or matter whatsoever, to any person or entity without the prior written consent of Sonoma Water, except as may be ordered by a court of law. Immediately upon receipt of any request or demand for disclosure of any Confidential Information within the scope of this Agreement, University shall give Sonoma Water written notice and a copy of the request and the time period, if any, within which University is required to respond to the request. Upon termination of this Agreement, University shall return Confidential Information in its possession, including copies, to Sonoma Water. University's obligation to maintain material and information designated as Confidential in strict confidence shall survive completion of work under this Agreement and termination of this Agreement and, as provided for in Paragraph 12.11, University agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of Sonoma Water.

### **13. DEMAND FOR ASSURANCE**

13.1. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article 13 limits Sonoma Water's right to terminate this Agreement pursuant to Article 6 (Termination).

#### **14. ASSIGNMENT AND DELEGATION**

- 14.1. *Consent:* Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.
- 14.2. *Subcontracts:* Notwithstanding the foregoing, University may enter into subcontracts with the subconsultants specifically identified herein. If no subconsultants are listed, then no subconsultants will be utilized in the performance of the work specified in this Agreement.
- 14.3. *Change of Subcontractors or Subconsultants:* If, after execution of the Agreement, parties agree that subconsultants not listed in Paragraph 14.2 will be utilized, University may enter into subcontracts with subconsultants to perform other specific duties pursuant to the provisions of this Paragraph 14.3. The following provisions apply to any subcontract entered into by University other than those listed in Paragraph 14.2:
- a. Prior to entering into any contract with subconsultant, University shall obtain Sonoma Water approval of subconsultant.
  - b. All agreements with subconsultants shall (a) contain indemnity requirements in favor of Sonoma Water in substantially the same form as that contained in Article 7 (Mutual Indemnification), (b) contain language that the subconsultant may be terminated with or without cause upon reasonable written notice, and (c) prohibit the assignment or delegation of work under the agreement to any third party.
  - c. Outreach to Disadvantaged Business Enterprises (DBE) is required for additional subconsultants. Contact the Contract Manager for further information prior to entering into any contract with a subconsultant.
- 14.4. *Summary of Subconsultants' Work:* University shall provide Sonoma Water with a summary of work performed by subconsultants with each invoice submitted under Paragraph 4.3. Such summary shall identify the individuals performing work on behalf of subconsultants and the total amount paid to subconsultant, broken down by the tasks listed in the Scope of Work.

#### **15. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS, AND MAKING PAYMENTS**

- 15.1. *Method of Delivery:* All notices, bills, and payments shall be made in writing and shall be given by personal delivery, U.S. Mail, courier service, or electronic means. Notices, bills, and payments shall be addressed as specified in Paragraph 3.2.
- 15.2. *Receipt:* When a notice, bill, or payment is given by a generally recognized overnight courier service, the notice, bill, or payment shall be deemed received on the next business day. When a copy of a notice, bill, or payment is sent by

electronic means, the notice, bill, or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill, or payment is deposited in the U.S. mail and postmarked on the date of the electronic transmission (for a payment, on or before the due date), (2) the sender has a written confirmation of the electronic transmission, and (3) the electronic transmission is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills, and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this Article 15.

## **16. MISCELLANEOUS PROVISIONS**

- 16.1. *No Bottled Water:* In accordance with Sonoma Water 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.
- 16.2. *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.
- 16.3. *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. University 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. University and Sonoma Water acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.
- 16.4. *Consent:* Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.
- 16.5. *No Third-Party Beneficiaries:* Except as provided in Article 7 (Mutual Indemnification), nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.
- 16.6. *Applicable Law and Forum:* This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts

to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or in the forum nearest to the City of Santa Rosa, in the County of Sonoma.

- 16.7. *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.
- 16.8. *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.
- 16.9. *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.
- 16.10. *Time of Essence:* Time is and shall be of the essence of this Agreement and every provision hereof.
- 16.11. *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 24/25-076

By: \_\_\_\_\_  
Sonoma County Water Agency  
Division Manager - Administrative  
Services

Approved as to form:

By: \_\_\_\_\_  
Cory Wurtzel O'Donnell  
Chief Deputy County Counsel

Insurance Documentation is on file with  
Sonoma Water

Date/TW Initials: \_\_\_\_\_

**Sonoma County Water Agency**

**The Regents of the University of California;  
University of San Diego**

By: \_\_\_\_\_  
Grant Davis  
General Manager  
Authorized per Sonoma County Water  
Agency's Board of Directors Action on  
May 13, 2025

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# Exhibit A

## Scope of Work

### 1. TASKS

#### 1.1. Task 1: Monitoring Coordination, Planning, and Database Management

- a. Assist Sonoma Water with monitoring coordination, spatial and tabular database management (fish, habitat, and landowner access data), development and modification of data collection and QA/QC procedures, refinement of the Russian River sample frame, map preparation, analyzing and summarizing data, responding to data requests, coordinating with existing monitoring efforts in the watershed, and participating in project workgroups and technical advisory meetings.
- b. Procure supplies and transportation needed to perform field work.
- c. Complete reporting for regional, state, and federal permits University holds to conduct the proposed work.
- d. Attend monthly project coordination meetings.
- e. Attend TAC meetings.
- f. Collect and QA/QC field data. Upload to shared SQL database.
- g. Create maps as requested by Sonoma Water for reports and presentations.
- h. Provide annual updates to basinwide sample frame and County of Sonoma parcel data as requested by Sonoma Water.
- i. Quarterly Reports:
  - i. Prepare quarterly progress reports. Submit to Sonoma Water in accordance with the date listed for this deliverable.
  - ii. Include the following in each quarterly report:
    - a) A detailed list of work performed.
    - b) Dates and subject of meetings attended.
    - c) Other information as appropriate or as requested by Sonoma Water.

Deliverable	Due Date
Participation in monthly project coordination meetings	Monthly as scheduled by Sonoma Water
Participation in annual TAC meetings	Annually as scheduled by Sonoma Water
Field data management	Ongoing for term of Agreement
Maps for reports and presentations	As requested by Sonoma Water
Annual updates to basinwide sample frame and County of Sonoma parcel data	As requested by Sonoma Water
Quarterly Reports	Quarterly with invoices



## 1.2. Task 2: Field Work

- a. Assist Sonoma Water with Juvenile Steelhead Monitoring:
  - i. Depending on environmental conditions, juvenile salmonids will be collected using backpack electrofishing and/or seining in each of the four LCM sub-basins (Mill Creek, Green Valley Creek, Dutch Bill Creek, and Willow Creek) during the late summer/early fall of each year (prior to the juvenile migration season). All fish captured will be counted by species and a sample of fish will be weighed and measured and then released back to their capture location.
  - ii. Depending on environmental conditions and sub-basin population size, approximately 50 to 1,500 juvenile steelhead ( $\geq 60$  mm and  $\geq 2.0$  g) each year in each sub-basin will be PIT-tagged during modified 2-stage Basinwide Visual Estimation Technique (BVET) surveys (based on Dolloff et al. 1993) conducted in each LCM sub-basin between mid-August and mid-October.
- b. Assist Sonoma Water with Juvenile Steelhead Migrant and Adult Steelhead Return Monitoring:
  - i. Data will be collected to produce annual estimates of the number of steelhead juveniles leaving from and the number of adult steelhead returning to each of four LCM sub-basins.
  - ii. Each LCM sub-basin has a year-round PIT antenna array that was purchased and is maintained and operated for Coho Salmon LCM through a separate monitoring effort. The primary source of PIT-tagged steelhead shall be fish that are PIT-tagged during juvenile surveys in the four LCM sub-basins (Task 2.a). Fish Biologists will coordinate with the Coho Salmon LCM effort to extract PIT tag detections of steelhead at the antenna arrays.
- c. Assist Sonoma Water with Spawner Surveys for Steelhead in the Coho Salmon Stratum:
  - i. Surveys will be conducted every 10-14 days when environmental conditions are safe and appropriate for sampling.
  - ii. Surveys will be conducted each season from the onset of connected stream flow (typically November) through April or as long as connected stream flow allows access to adults.
  - iii. Surveys will be conducted in at least 30 percent of the basinwide Coho Salmon reaches each season.
  - iv. Survey protocols will include identifying and marking redds. For live fish and fish carcasses, species, approximate length, presence of tags and marks, and fish condition will be recorded.
  - v. When redd species classification is not possible from the presence of live fish constructing or guarding the redd, redds will be measured so that

scientifically based classification methods can be used to estimate the redd species.

- vi. GPS location of redds, live fish, and fish carcasses will be recorded.
- d. Assist Sonoma Water with Spawner Surveys for Coho Salmon in the Coho Salmon Stratum:
  - i. Surveys will be conducted every 10-14 days when environmental conditions are safe and appropriate for sampling.
  - ii. Surveys will be conducted each season from the onset of connected stream flow (typically November) through the end of February or as long as connected stream flow allows access to adults.
  - iii. Surveys will be conducted in at least 30 percent of the basinwide Coho Salmon reaches each season.
  - iv. Survey protocols will include identifying and marking redds. For live fish and fish carcasses, species, approximate length, presence of tags and marks, and fish condition will be recorded.
  - v. When redd species classification is not possible from the presence of live fish constructing or guarding the redd, redds will be measured so that scientifically based classification methods can be used to estimate the redd species.
  - vi. GPS location of redds, live fish, and fish carcasses will be recorded.
- e. Assist Sonoma Water with Juvenile Snorkel Surveys in the Coho Salmon Stratum:
  - i. Surveys will be conducted from mid-May through mid-August.
  - ii. Surveys will be conducted in at least 30 percent of the basinwide Coho Salmon reaches each season.
  - iii. Survey protocols will include two independent snorkel passes to count juvenile Coho Salmon and steelhead. On the first pass, juvenile salmonids will be counted in every other pool, and on the second pass, every other pool that was snorkeled in the first pass (or every fourth pool) will be snorkeled a second time in an identical manner.
  - iv. Juvenile salmonids observed will be counted and identified to species and age class. Presence of non-salmonid species will be recorded at the reach scale.
  - v. GPS coordinates at the downstream end of each pool snorkeled during the first pass will be recorded.

Deliverable	Due Date
No deliverables	N/A

## **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 University 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 11 (Content Online Accessibility).
- 2.4. Include Agreement title and TW 24/25-076 on first page or cover of each deliverable.

## Exhibit B

### Schedule of Costs

PERSONNEL	
University Titles/Working Titles	Hourly Rates (includes benefits + 26% IDC)
Academic Coordinator/Project Director	\$145.00
GIS Programmer 3/GIS Analyst	\$97.11
EXPENSES*	
Item	Cost
Mileage for personal car	current IRS rate
Rental car	daily rate, at cost

\*See Exhibit D (Additional Provisions) for state reimbursement limits.

## Exhibit C

### Estimated Budget for Scope of Work

Subcontractor Budget by Task	Estimated Cost
Task 1: Monitoring, Coordination, Planning and Database Management	\$264,448
Task 2: Field Work	\$14,000
Total Amount	\$278,448

## **Exhibit D**

### **Additional Provisions**

## **Exhibit E**

### **Insurance Requirements**

With respect to performance of work under this Agreement, University 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*. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

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. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve University 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. INSURANCE**

##### **1.1. Workers Compensation and Employers Liability Insurance**

- a. Required if University 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 University currently has no employees as defined by the Labor Code of the State of California, University 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 Commercial Excess or Commercial Umbrella Liability Insurance. If University maintains higher limits than the specified minimum limits, Sonoma Water requires and shall be entitled to coverage for the higher limits maintained by University.
- 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. University is responsible for any deductible or self-insured retention and shall fund it upon Sonoma Water's written request, regardless of whether University 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 operations by or on behalf of University in the performance of this Agreement.
- 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 Insurance Services Office form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between the additional insureds and University and include a "separation of insureds" or "severability" clause which treats each insured separately.
- h. Required Evidence of Insurance: Certificate of Insurance.

#### 1.3. Automobile Liability Insurance

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limit may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. If University currently owns no autos, University agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall cover hired and non-owned autos.
- d. Required Evidence of Insurance: Certificate of Insurance.

#### 1.4. Professional Liability/Errors and Omissions Insurance

- a. Minimum Limit: \$1,000,000 per claim or per occurrence; \$2,000,000 annual aggregate.
- b. 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.
- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- d. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement



insurance with a retroactive date no later than the commencement of the work under this Agreement.

- e. Required Evidence of Insurance: Certificate of Insurance specifying the limits and the claims-made retroactive date.

1.5. Contractors Pollution Liability Insurance

- a. Minimum Limits: \$1,000,000 per pollution Incident; \$2,000,000 Aggregate. If University maintains higher limits than the specified minimum limits, Sonoma Water requires and shall be entitled to coverage for the higher limits maintained by University.
- b. The policy shall cover:
  - i. Bodily injury, sickness, or disease sustained by any person, including death;
  - ii. Property damage, including physical injury to or destruction of tangible property including the resulting loss of use thereof;
  - iii. Cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed including diminution of value and natural resources damages;
  - iv. Loss arising from pollutants including but not limited to fungus, bacteria, asbestos, lead, silica, and contaminated drywall;
  - v. Contractual liability coverage for liability assumed by Contractor under a written contract or agreement;
  - vi. Claims arising from owned and non-owned disposal sites utilized in the performance of this Agreement; and
  - vii. Inter-insured suits between the additional insureds and Contractor and shall include a “separation of insureds” or “severability” clause which treats each insured separately.
- 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. University is responsible for any deductible or self-insured retention and shall fund it upon Sonoma Water’s written request, regardless of whether University has a claim against the insurance or is named as a party in any action involving Sonoma Water.
- d. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of work.
- e. Coverage shall be continued for one (1) year after completion of the work. If the insurance is on a Claims-Made basis, the continuation coverage may be provided by: (a) renewal of the existing policy; (b) an extended reporting period endorsement; or (c) replacement insurance with a retroactive date no later than the commencement of the Work.
- f. Sonoma County Water Agency, its officers, agents, and employees, shall be additional insureds for liability arising out of operations by or on behalf of

University in the performance of this Agreement. The foregoing shall continue to be additional insureds for one (1) year after completion of the work.

g. Required Evidence of Coverage:

- i. Copy of the additional insured endorsement or policy language granting additional insured status, and
- ii. Certificate of Insurance.

1.6. 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.

1.7. Documentation

- a. The Certificate of Insurance must include the following reference:  
TW 24/25-076.
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. University agrees to maintain current Evidence of Insurance on file with Sonoma Water for the entire term of this Agreement and any additional periods if specified in Sections 1.1, 1.2, 1.3, 1.4, or 1.5, above.
- c. The name and address for mailing Additional Insured endorsements and Certificates of Insurance is: Sonoma County Water Agency, 404 Aviation Boulevard, Santa Rosa, California 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. University shall provide immediate written notice if: (1) any of the required insurance policies is 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.

1.8. Policy Obligations

- a. University's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

1.9. Material Breach

- a. If University fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. Sonoma Water, at its sole option, may terminate this Agreement and obtain damages from University resulting from said breach. Alternatively, Sonoma Water may purchase the required insurance, and without further notice to University, Sonoma Water may deduct from sums due to University any premium costs advanced by Sonoma Water for such insurance. These

remedies shall be in addition to any other remedies available to Sonoma Water.