

DRAFT Memorandum of Understanding for Funding of Green Valley Creek Feasibility Study

This memorandum of understanding (“MOU”) is by and between Sonoma County Water Agency, a body corporate and politic of the State of California (“Sonoma Water”), the County of Sonoma, a political subdivision of the State of California, by and through its Department of Public Infrastructure (“County”), and the Gold Ridge Resource Conservation District, a special district organized under the California Public Resources Code (“Gold Ridge”), sometimes collectively referred to as “Parties.” The Effective Date of this MOU is the date the MOU is last signed by the parties to the MOU, unless otherwise specified in Article 6 (Term of MOU).

RECITALS

- A. The County maintains the county road system, including Green Valley Road.
- B. Sonoma Water maintains certain streams for flood protection purposes in the Lower Russian River (Zone 5A).
- C. Gold Ridge provides assistance, including watershed and stream enhancement, to those with land-based resource conservation needs.
- D. A portion of Green Valley Creek near Graton regularly floods a section of Green Valley Road making it impassable, and Green Valley Creek is home to several listed aquatic species that are also impacted when Green Valley Creek overflows its banks.
- E. Gold Ridge has worked for over a decade to identify a long-term solution to this flooding and developed a feasibility study in 2016 to identify a project to advance towards final design and completion of a California Environmental Quality Act (“CEQA”) document.
- F. Gold Ridge with the assistance of County and Sonoma Water desires to update the feasibility study and advance a design that will improve habitat in Green Valley Creek to reduce the magnitude, frequency, and duration of flooding on Green Valley Road (Project).

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: Authorized Expenses.
 - b. Exhibit B: Insurance Requirements.

3. COORDINATION

- 3.1. Cooperation with County and Sonoma Water. Gold Ridge shall coordinate the work with County’s Project Manager and Sonoma Water’s Project Manager. Contact information and mailing addresses:

Sonoma Water	Gold Ridge
Project Manager: Greg Guensch 404 Aviation Boulevard Santa Rosa, CA 95403-9019 Phone: (707) 547-1972, (509) 521-9155 (cell) Email: gregory.guensch@scwa.ca.gov	Project Manager: John Green 2776 Sullivan Road Sebastopol, CA 95472 Phone: (707) 823-5244 x10 Email: john@goldridgercd.org
Remit invoices to:	Remit payments to:
Accounts Payable Email: ap.agreements@scwa.ca.gov	Same address as above Attn: Accounts Receivable Email: accounting@goldridgercd.org
County	
Project Manager: Janice Thompson 2300 County Center Drive La Plaza A, Suite 220 Santa Rosa, CA 95403 Phone: (707) 565-3609 Email: janice.thompson@sonoma- county.org	
Remit invoices to:	
Accounts Payable Attn: Tiffany Coe Email: tiffany.coe@sonoma-county.org	

4. GOLD RIDGE'S RESPONSIBILITIES

4.1. Gold Ridge shall complete the following:

- a. Gold Ridge agrees to perform all work in accordance with the requirements of applicable federal, state, and local laws, as may be amended from time to time.
- b. Select a design engineering and environmental compliance consultant team, complete Professional Services Agreement, and manage consultant contracts to maintain schedule and budget.
- c. Feasibility Study.
 - i. Gold Ridge agrees to update and potentially expand a prior feasibility study and conceptual designs to develop engineering alternatives and identify a preferred project to advance towards final design. This includes all engineering, environmental, geomorphic, cost and other studies, and identification of property rights necessary to develop and evaluate viable alternatives.
- d. Stakeholder Outreach.
 - i. Convene a Technical Work Group consisting of County staff, Sonoma Water staff, representatives from County Supervisor Lynda Hopkins' office, regulatory agencies, tribal representatives, and property owners to seek input and obtain consensus on the preferred alternative.
 - ii. Coordinate with County to install and maintain a webcam that will be available online to the public and allow for the public to check whether road flooding exists.
- e. Final Engineering Design and Environmental Compliance.
 - i. Upon approval from the County and Sonoma Water that the Professional Services Agreement is acceptable and the identified project provides an acceptable level of

flood protection for Green Valley Road, Gold Ridge shall develop engineering and design documents for all project stages following the feasibility study through final design, including but not limited to basis of design report, drawings, construction cost estimates, specifications, and final complete bid package. Gold Ridge will also complete required CEQA studies and documents, obtain CEQA approval and required environmental permits, and identify Right-of-Way (property easements and rights) and support landowner discussions required to construct and maintain the project.

4.2. Provide the following work products to the County and Sonoma Water for review at each design stage (as applicable):

- a. Engineering design and construction documents,
- b. Design Report,
- c. Field studies, survey, monitoring and other data,
- d. Draft and final permit applications and CEQA documents,
- e. Maintenance plans,
- f. Calculations and hydrologic, hydraulic and other models developed for the Project,
- g. Design layers and information in GIS and AutoCAD format upon request,
- h. Meeting minutes from Design Review, Public, Stakeholder and other meetings, and
- i. Other information, materials and products developed as part of the Project.

4.3. Payment.

- a. Expenses Authorized for funding by County and Sonoma Water are listed in Exhibit A (Authorized Expenses).
- b. Upon at least 30 days' written notice, Gold Ridge may increase the hourly rates up to 3 percent per year, commencing one year from the Effective Date of this MOU and no more than once every 12 months thereafter.

4.4. Content Online Accessibility.

- a. *Accessibility:* County and Sonoma Water policy requires that all documents that may be published to the Web meet accessibility standards to the greatest extent possible and utilize available existing technologies.

Standards: All consultants responsible for preparing content intended for use or publication on a County 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)), County and Sonoma Water's Web Standards & Guidelines is located at:

<https://sonomacounty.ca.gov/Services/Web-Standards-and-Guidelines/>

County and Sonoma Water's Web Site Accessibility Policy is located at:

<https://sonomacounty.ca.gov/CAO/Administrative-Policies/9-3-Website-Accessibility-Policy/>.

- b. *Alternate Format:* When it is strictly impossible due to the unavailability of technologies required to produce an accessible document, Gold Ridge shall identify the anticipated accessibility deficiency prior to commencement of any work to produce such deliverables. Gold Ridge agrees to cooperate with County and 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.

- c. *Noncompliant Materials; Obligation to Cure:* Remediation of any materials that do not comply with County and Sonoma Water's Web Site Accessibility Policy shall be the responsibility of Gold Ridge. If County and Sonoma Water, in their 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, County and Sonoma Water will promptly inform Gold Ridge in writing. Upon such notice, Gold Ridge shall, without charge to County or Sonoma Water, repair or replace the non-compliant materials within such period of time as specified by County and Sonoma Water in writing. If the required repair or replacement is not completed within the time specified, County and Sonoma Water shall have the right to do any or all of the following, without prejudice to County or 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 MOU pursuant to the provisions of Paragraph 7; and/or
 - iii. In the case of custom Electronic and Information Technology (EIT) developed by Gold Ridge for County and Sonoma Water, County and Sonoma Water may have any necessary changes or repairs performed by itself or by another contractor. In such event, Gold Ridge shall be liable for all expenses incurred by County or Sonoma Water in connection with such changes or repairs.
 - d. *Sonoma Water's Rights Reserved:* Notwithstanding the foregoing, County and Sonoma Water may accept deliverables that are not strictly compliant with County and Sonoma Water Accessibility Standards if County and Sonoma Water, in their sole and absolute discretion, determines that acceptance of such products or services is in County and Sonoma Water's best interest.
- 4.5. Indemnification. Gold Ridge Resource Conservation District agrees to accept all responsibility for loss or damage to any person or entity, including County and Sonoma County Water Agency, and to indemnify, hold harmless, and release County and Sonoma Water, their 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 Gold Ridge Resource Conservation District, that arise out of, pertain to, or relate to Gold Ridge Resource Conservation District's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this MOU. Gold Ridge Resource Conservation District agrees to provide a complete defense for any claim or action brought against County or Sonoma County Water Agency based upon a claim relating to Gold Ridge Resource Conservation District's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this MOU. Gold Ridge Resource Conservation District's obligations under this Paragraph 4.5 apply whether or not there is concurrent or contributory negligence on the part of County or Sonoma Water, but, to the extent required by law, excluding liability due to conduct of County or Sonoma County Water Agency, respectively. County and Sonoma Water shall have the right to select their legal counsel at Gold Ridge Resource Conservation District's expense, subject to Gold Ridge Resource Conservation District'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 Gold Ridge Resource Conservation District or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.
- 4.6. Insurance. With respect to performance of work under this Agreement, Gold Ridge shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit B (Insurance Requirements).

- 4.7. Invoice. Gold Ridge shall bill County in the amount of \$500,000 upon approval of the Professional Services Agreement for the feasibility study consultant team. Gold Ridge shall bill County and Sonoma Water in the amount of \$500,000 and \$500,000, respectively, upon approval of the preferred project identified during the feasibility study and upon approval of the Professional Services Agreement for the design and environmental compliance consultant team. Invoices shall be clearly marked with “Gold Ridge RCD, Memorandum of Understanding for Funding of Green Valley Creek Feasibility Study and Environmental Compliance, Project-Activity Code F0435C001, and TW 23/24-129.”
- 4.8. Zone Liability: The term “Zone” or “Zones” as used in this Paragraph 4.8 shall mean any applicable Sonoma Water Flood Protection Zone, as described in Recital A of this MOU. To the extent any work under this MOU relates to Zone activities, Gold Ridge shall be paid exclusively from Zone funds. Gold Ridge agrees that Gold Ridge shall make no claim for compensation for Gold Ridge’s services against other funds available to Sonoma Water and Gold Ridge expressly waives any right to be compensated from other funds available to Sonoma Water. In addition, Gold Ridge acknowledges that West’s Annotated California Codes Water Code Appendix Chapter 53-8 provides that certain judgments or claims against Sonoma Water based on causes of action arising from Zone activities may be made only from funds of that Zone.
- 4.9. Prevailing Wages.
- a. *General:* Gold Ridge shall pay to any worker on the job for whom prevailing wages have been established an amount equal to or more than the general prevailing rate of per diem wages for (1) work of a similar character in the locality in which the work is performed and (2) legal holiday and overtime work in said locality. The per diem wages shall be an amount equal to or more than the stipulated rates contained in a schedule that has been ascertained and determined by the Director of the State Department of Industrial Relations and Sonoma Water to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this MOU. Gold Ridge shall also cause a copy of this determination of the prevailing rate of per diem wages to be posted at each site work is being performed, in addition to all other job site notices prescribed by regulation. Copies of the prevailing wage rate of per diem wages are on file at Sonoma Water and will be made available to any person upon request.
 - b. *Compliance Monitoring and Registration:* This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Gold Ridge shall furnish and shall require all subcontractors to furnish the records specified in Labor Code section 1776 (e.g. electronic certified payroll records) directly to the Labor Commissioner in a format prescribed by the Labor Commissioner at least monthly (Labor Code § 1771.4(a)(3)). Gold Ridge and all subcontractors performing work that requires payment of prevailing wages shall be registered and qualified to perform public work pursuant to Labor Code section 1725.5 as a condition to engage in the performance of any services under this MOU.
 - c. *Subcontracts:* Gold Ridge shall insert in every subcontract or other arrangement which Gold Ridge may make for performance of such work or labor on work provided for in the MOU, provision that Subcontractor shall pay persons performing labor or rendering service under subcontract or other arrangement not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed in the Labor Code. Pursuant to Labor Code section 1775(b)(1), Gold Ridge shall provide to each Subcontractor a copy of sections 1771, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code.

- d. *Compliance with Law:* Gold Ridge stipulates that it shall comply with all applicable wage and hour laws, including without limitation Labor Code sections 1725.5, 1775, 1776, 1777.5, 1813, and 1815 and California Code of Regulations, Title 8, section 16000, et seq.
- 4.10. Statutory Compliance/Living Wage Ordinance. Gold Ridge 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 MOU as they exist now and as they are changed, amended or modified during the term of this MOU. Without limiting the generality of the foregoing, Gold Ridge expressly acknowledges and agrees that this MOU may be 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 MOU will be considered a material breach and may result in termination of the MOU or pursuit of other legal or administrative remedies.
- 4.11. Refund of Unused Funds. Following completion of work, Gold Ridge 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 MOU, Gold Ridge shall refund the difference to Sonoma Water within 30 calendar days of completion of work.
- 4.12. Refund Upon Cancellation. If Gold Ridge determines the Green Valley Creek Feasibility Study will not occur, Gold Ridge shall immediately notify Sonoma Water in writing. In such case, Gold Ridge shall refund any funding provided under this MOU by Sonoma Water within 30 calendar days of said determination.

5. COUNTY AND SONOMA WATER'S RESPONSIBILITIES

- 5.1. Total. The total amount payable under this MOU shall not exceed \$1,500,000.
- 5.2. County's Project Manager shall be the primary point of contact for Gold Ridge.
- 5.3. Review and approval of Professional Services Agreement between Gold Ridge and the feasibility study consultant team.
- 5.4. Review and approval of Professional Services Agreement between Gold Ridge and the design and environmental compliance consultant team.
- 5.5. Payments.
 - a. Upon the County and Sonoma Water's approval of the Professional Services Agreement between Gold Ridge and the feasibility study consultant team, and receipt of an invoice thereof, the County will provide funds directly to Gold Ridge in the amount of \$500,000.
 - b. Upon the County and Sonoma Water's approval of the Professional Services Agreement between Gold Ridge and the design and environmental compliance consultant team, and approval of the preferred project identified during the feasibility study, and receipt of an invoice thereof, the County will provide funds directly to Gold Ridge in the amount of \$500,000, which is the total amount of County's obligation under this MOU.
 - c. Upon the County and Sonoma Water's approval of the Professional Services Agreement between Gold Ridge and the design and environmental compliance consultant team, and approval of the preferred project identified during the feasibility

study, and receipt of an invoice thereof, Sonoma Water will provide funds directly to Gold Ridge in the amount of \$500,000, from Flood Protection Zone 5(A), which is the total amount of Sonoma Water's obligation under this MOU.

5.6. Items to be Provided. County and Sonoma County logo or other identifying material, as requested by Gold Ridge.

5.7. Other Requirements/Responsibilities.

- a. County and Sonoma Water staff will participate in the preferred alternative selection decision making and subsequent design development.
- b. County staff will be the lead on public communications about road condition/closure status and will communicate with Gold Ridge staff on status changes. If webcam is installed by Gold Ridge, County will host the webcam on their road closure page.
- c. County and Sonoma Water staff will participate in the Technical Working Group and public meetings held by Gold Ridge.
- d. If County permits are required for the selected alternative, County will support Gold Ridge in obtaining County permits.

6. TERM OF MOU

6.1. This MOU shall expire on December 31, 2028, unless terminated earlier in accordance with the provisions of Article 7 (Termination).

6.2. County and Sonoma Water shall have two options to extend this MOU for a period of one year each by providing written notice to Gold Ridge thirty days in advance of the expiration date noted in this Article and of the first extension option. The extension shall be formalized in an amended MOU or amendment signed by County, Sonoma Water and Gold Ridge.

7. TERMINATION

7.1. At any time and without cause, County or Sonoma Water have the right, in their sole discretion, to terminate this MOU by giving five calendar days' written notice to Gold Ridge. In the event of such termination, County or Sonoma Water, respectively, will pay Gold Ridge for services satisfactorily rendered to the date of termination. In addition, should Gold Ridge 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 MOU, County or Sonoma Water may immediately terminate this MOU by giving Gold Ridge written notice of such termination, stating the reason for termination. In the event of such termination, County or Sonoma Water, respectively, will pay Gold Ridge for services satisfactorily rendered to the date of termination. However, County and/or Sonoma Water will deduct from such amount the amount of damage, if any, sustained by County or Sonoma Water by virtue of the breach of the MOU by Gold Ridge. County's right to terminate may be exercised by Sonoma Public Infrastructure's Director and Sonoma Water's right to terminate may be exercised by Sonoma Water's General Manager.

8. ADDITIONAL REQUIREMENTS

8.1. 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.

- 8.2. Authority to Amend MOU. Changes to the MOU may be authorized only by written amendment to this MOU, signed by all parties. Changes to lengthen time schedules or make minor modifications to the scope of work, which do not increase the amount paid under the MOU, may be executed by Sonoma Public Infrastructure's Director and Sonoma Water's General Manager in a form approved by County Counsel.
- 8.3. No Waiver of Breach. The waiver by County or Sonoma Water of any breach of any term or promise contained in this MOU 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 MOU.
- 8.4. Construction. To the fullest extent allowed by law, the provisions of this MOU 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 MOU 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. Gold Ridge, County and Sonoma Water acknowledge that they have each contributed to the making of this MOU and that, in the event of a dispute over the interpretation of this MOU, the language of the MOU will not be construed against one party in favor of the other. Gold Ridge, County and Sonoma Water acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this MOU.
- 8.5. No Third-Party Beneficiaries. Nothing contained in this MOU 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 MOU 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 MOU or for the breach thereof shall be brought and tried in the County of Sonoma.
- 8.7. Captions. The captions in this MOU are solely for convenience of reference. They are not a part of this MOU and shall have no effect on its construction or interpretation.
- 8.8. Merger. This writing is intended both as the final expression of the MOU between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the MOU, pursuant to Code of Civil Procedure section 1856. Each Party acknowledges that, in entering into this MOU, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this MOU. No modification of this MOU 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 MOU will survive its completion or termination for any reason.
- 8.10. Time of Essence. Time is and shall be of the essence of this MOU and every provision hereof.
- 8.11. Counterpart; Electronic Signatures. The parties agree that this MOU 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 facsimile, electronic mail (including PDF), 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

[illegible]

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

Reviewed as to funds:

TW 23/24-129

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

Approved as to form:

By: _____
Adam Brand, Deputy County Counsel

Insurance Documentation is on file with Sonoma Water

Date/TW Initials: _____

Sonoma County Water Agency

By: _____
Grant Davis
General Manager
Authorized per Sonoma County Water Agency's Board of Directors Action on July 9, 2024

Date: _____

Sonoma County Water Agency

By: _____
Johannes Hoevertsz
Director
Authorized per County of Sonoma's Board of Supervisors Action on May 16, 2023

Date: _____

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

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A
Authorized Expenses

Item	Estimated Cost
Director	\$149/hour
Deputy Director	\$134/hour
Lead Scientist/Program Manager	\$132/hour
Ecologist	\$120/hour
Project Manager II	\$114/hour
Project Manager I	\$106/hour
District Administrator	\$110/hour
Financial Manager	\$120/hour
Mileage for Gold Ridge and personal vehicles	current IRS rate
Subconsultant: O'Connor Environmental Inc.	at cost
Other subconsultants	at cost
Permits	at cost

Exhibit B
Insurance Requirements

1. SECTION I – INSURANCE TO BE MAINTAINED BY GOLD RIDGE RESOURCE CONSERVATION DISTRICT

Gold Ridge Resource Conservation District shall 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 MOU] [(insert time period)] 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 MOU or Sonoma Water's failure to identify any insurance deficiency shall not relieve Gold Ridge 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 MOU.

1.1. Workers Compensation and Employers Liability Insurance

- a. Required if Gold Ridge 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 Gold Ridge Resource Conservation District currently has no employees as defined by the Labor Code of the State of California, Gold Ridge Resource Conservation District agrees to obtain the above-specified Workers' Compensation and Employers' Liability insurance should employees be engaged during the term of this MOU 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 Gold Ridge 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 Gold Ridge 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. Gold Ridge 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 Gold Ridge 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 and County of Sonoma, their officers, agents, and employees, shall be endorsed as additional insureds for liability arising out of Gold Ridge 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 Gold Ridge 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 Gold Ridge Resource Conservation District owns vehicles.
 - c. Insurance shall cover hired and non-owned vehicles.
 - 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.
 - 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. Required Evidence of Insurance: Certificate of Insurance.
- 1.5. 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.
- 1.6. Documentation
- a. The Certificate of Insurance must include the following reference:
TW 23/24-129.
 - b. Gold Ridge Resource Conservation District shall submit required Evidence of Insurance prior to the execution of this MOU. Gold Ridge 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. Gold Ridge 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.

1.7. Policy Obligations

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

2. **SECTION II – INSURANCE TO BE MAINTAINED BY GOLD RIDGE RESOURCE CONSERVATION DISTRICT'S CONTRACTORS AND/OR CONSULTANTS**

(Contact Risk Management for assistance with completing Section II)