

DRAFT Agreement for Funding of Russian River Watershed Program

This agreement ("Agreement") is by and between **Sonoma County Water Agency** ("Sonoma Water"), and **Gold Ridge Resource Conservation District**, a special district organized under the California Public Resources Code ("Gold Ridge 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. Gold Ridge RCD represents that it is experienced in soil and water conservation projects, programs, and related services.
- B. Gold Ridge RCD's service area consists of 134,000 acres of diverse resources including streams, coastal areas, rangeland, woodland life and fisheries habitat, vineyards, orchards, and cropland, as well as rural and urban areas located in the Russian River and Bodega Bay watersheds.
- C. Since 2001 Gold Ridge RCD has received funding from Sonoma Water through cooperative agreements to implement and continue Sonoma Water's Russian River Watershed Program (Program) in order to provide landowner assistance, public education and information, watershed stewardship, and assistance to local groups in providing land management and restoring fish habitat.
- D. Sonoma Water and Gold Ridge RCD wish to continue the Agreement to provide education and foster collaboration within the community to restore resources, improve water quality and habitat, and continue to develop relationships with the local sub-watershed groups.
- E. It is in the interest of Sonoma Water to work with and provide funding for Gold Ridge RCD to partially carry out components of Gold Ridge RCD's annual workplan for habitat restoration and land improvements, and it is in the interest of Gold Ridge RCD to work with Sonoma Water and carry out Russian River Watershed restoration activities.

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: Insurance Requirements.

3. **COORDINATION**

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

Sonoma Water	Gold Ridge RCD
Project Manager: Ryan Pedrotti 404 Aviation Boulevard Santa Rosa, California 95403-9019 Phone: (707) 521-6209 Email: ryan.pedrotti@scwa.ca.gov	Contact: Noelle Johnson 2776 Sullivan Road Sebastopol, California 95472 Phone: (707) 823-5244 Email: Noelle@goldridgercd.org
Remit invoices to:	Remit payments to:
Ap.Agreements@scwa.ca.gov Same address as above.	Same address as above Attn: Accounts Receivable

4. **GOLD RIDGE RCD'S RESPONSIBILITIES**

Gold Ridge RCD shall complete the following:

- 4.1. General. Gold Ridge RCD agrees to perform all work in accordance with the requirements of applicable federal, state, and local laws.
- 4.2. Scope of Work. See Scope of Work in Exhibit A.
- 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, Gold Ridge RCD

shall identify the anticipated accessibility deficiency prior to commencement of any work to produce such deliverables. Gold Ridge 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 Gold Ridge 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 Gold Ridge RCD in writing. Upon such notice, Gold Ridge 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 Gold Ridge RCD for Sonoma Water, Sonoma Water may have any necessary changes or repairs performed by itself or by another contractor. In such event, Gold Ridge 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.** Gold Ridge 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 Gold Ridge RCD, that arise out of, pertain to, or relate to Gold Ridge RCD's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Gold Ridge RCD agrees to provide a complete defense for any claim or action brought against Sonoma County Water Agency based upon a claim relating to Gold Ridge RCD's or its agents', employees',

contractors', subcontractors', or invitees' performance or obligations under this Agreement. Gold Ridge 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 Gold Ridge RCD's expense, subject to Gold Ridge 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 Gold Ridge 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, Gold Ridge 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. Invoice. Gold Ridge RCD shall bill Sonoma Water \$50,000 upon execution of this Agreement with an invoice that is clearly marked with "Gold Ridge Resource Conservation District, Agreement for Funding of Russian River Watershed Program, Project-Activity Code W0078D001, and TW 24/25-088." A second \$50,000 invoice shall be issued on or after July 1, 2026.
- 4.7. Statutory Compliance/Living Wage Ordinance. Gold Ridge 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, Gold Ridge 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, Gold Ridge 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, Gold Ridge RCD shall refund the difference to Sonoma Water within 30 calendar days of completion of work.
- 4.9. Refund Upon Cancellation. If Gold Ridge RCD determines Program will not occur, Gold Ridge RCD shall immediately notify Sonoma Water in writing. In such case, Gold Ridge 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. The total amount payable under this Agreement shall not exceed \$100,000.
- a. Year 1 costs shall not exceed \$50,000.
 - b. Year 2 costs shall not exceed \$50,000.
- 5.2. Payments. Upon execution of Agreement and receipt of an invoice thereof, Sonoma Water will provide funds directly to Gold Ridge RCD to cover authorized expenses as shown in Exhibit B.
- 5.3. Items to be Provided. Sonoma Water logo or other identifying material, as requested by Gold Ridge RCD.

6. TERM OF AGREEMENT

- 6.1. This Agreement shall expire on August 31, 2027, 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 Gold Ridge 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 Gold Ridge 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 Gold Ridge RCD. In the event of such termination, Sonoma Water will pay Gold Ridge RCD for services satisfactorily rendered to the date of termination. In addition, should Gold Ridge 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 Gold Ridge RCD written notice of such termination, stating the reason for termination. In the event of such termination, Sonoma Water will pay Gold Ridge 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 Gold Ridge 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. Gold Ridge 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. Gold Ridge 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 24/25-088

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

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

By: _____
Grant Davis
General Manager

By: _____

Name: _____

Title: _____

Date: _____

Date: _____

Exhibit A

Scope of Work

1. TASKS

- 1.1. Task 1: Landowner Outreach, Workshops, Development, and Dissemination of Russian River Information
- a. Develop educational bulletins on stewardship subjects including, but not limited to, the following topics:
 - i. Water monitoring techniques.
 - ii. Recommended management practices.
 - iii. Improved land stewardship.
 - iv. Habitat enhancement and restoration.
 - v. Water conservation and storage activities.
 - vi. Activities that Gold Ridge RCD is currently engaged in throughout the lower Russian River sub-watersheds, including Atascadero/Green Valley, Dutch Bill, Laguna and Willow Creek Watersheds.
 - b. Prepare and distribute educational bulletins to sub-watershed groups and residents in the lower Russian River Watershed via electronic list service and on the Gold Ridge RCD website.
 - c. Prepare, print, and mail one newsletter per year to target residents who do not use the online services, with additional printed copies made available at community events.
 - d. Conduct water management and salmonid habitat workshops and community meetings within the Russian River Watershed, targeting riparian landowners who could participate in current or future Gold Ridge RCD programs.
 - i. Provide workshop flyers, agendas, and attendance sheets.
 - ii. Provide summaries of workshop presentation.
 - e. Deliverables: Submit the below deliverables in accordance with Paragraph 2.1 (Review and Acceptance of Deliverables).

Deliverable	Due Date
Educational bulletins and watershed health article	By Jan 15, 2026
	July 15, 2026
	Jan 15, 2027
	Jul 15, 2027

Deliverable	Due Date
Workshop and community meeting agendas and summaries	Jan 15, 2026 July 15, 2026 Jan 15, 2027 July 15, 2027

1.2. Task 2: Funding Development for Salmonid Habitat Restoration

- a. Seek additional funding from federal, state, and local agencies to plan and implement projects designed to enhance salmonid habitat within the Russian River Watershed. Projects include, but are not limited to, the following:
 - i. Instream flow enhancement.
 - ii. Instream and off-channel habitat improvements.
 - iii. Riparian revegetation.
 - iv. Water conservation and management.
 - v. Fish passage barrier removal.
 - vi. Salmonid population support and monitoring.
- b. Submit a minimum of 10 proposals during the Agreement period.
- c. Provide to Sonoma Water a list of proposals submitted to the funding agencies, including a summary of each proposal and the amount.
- d. Provide to Sonoma Water a summary of proposals accepted by the funding agencies.

Deliverable	Due Date
List of proposals submitted	Biannually beginning July 15, 2026
Summary of proposals accepted	Biannually beginning July 15, 2026

1.3. Task 3: Salmonid Habitat Restoration Grant Support

- a. Provide support for the implementation of salmonid habitat restoration projects not covered by primary grants. Implementation tasks may include, but not be limited to, the following:
 - i. Pending or recently closed grants that must occur outside of the grants' timeframes, including coordination with Sonoma Water staff, landowners, and consultants.
 - ii. Contract and scope negotiations with funding agencies.
 - iii. Bid package preparation for pending construction projects.
 - iv. Site visit coordination for technical reviews or evaluation monitoring.
 - v. Post-implementation monitoring data submittal.
- b. Prepare a summary of the grants to be included in the Annual Progress Reports described in Task 6.

Deliverable	Due Date
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Final grant summary for Annual Progress Reports	July 15, 2026 July 15, 2027
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- 1.4. Task 4: Support the Collection, Analysis, and Dissemination of Stream Monitoring Data for the Lower Russian River
- Collect, analyze, and disseminate to partners and agencies seasonal stream monitoring data in reaches. Focus data on, but not limit it to, the Atascadero/Green Valley, Dutch Bill, and Willow Creek Watersheds.
 - Maintain study reaches including establishing and/or maintaining Landowner Access Agreements, notifying landowners of monitoring schedules, and corresponding about monitoring data and reports.
 - Deploy continuous water quality meters or probes in two to three selected stream reaches to document water quality conditions (including temperature, dissolved oxygen, pH and specific conductivity) at 30-minute intervals at high-priority sites or to fill regional data gaps.
 - Conduct periodic biological monitoring through benthic macroinvertebrate sampling and/or snorkeling or spawner surveys to document the aquatic species communities and their habitat. This may also include the relocation of aquatic species at the recommendation of the California Department of Fish and Wildlife.
 - Stream Monitoring Summary? Develop a stream monitoring summary analyzing stream monitoring data and associated habitat enhancement recommendations to be included in the Annual Progress Report described in Task 6.
 - Contents: Stream monitoring summary includes, but is not limited to, the following topics:
 - Summary of study results, including technical summary.
 - Thematic maps.
 - A detailed description of the work performed, including methodology and summary of data collected.
 - A location map.
 - Other information to support the study.
 - Deliverables: Submit the below deliverables in accordance with Paragraph 2.1 (Review and Acceptance of Deliverables).

Deliverable	Due Date
Final stream monitoring summary for Annual Progress Reports	July 15, 2026 July 15, 2027

- 1.5. Task 5: Groundwater Sustainability Planning
- Contribute to the implementation of a Groundwater Sustainability Plan for the Santa Rosa Plain Groundwater Basin, including participation in key staff

and board meetings and strategic outreach to landowners in the Santa Rosa Plain Groundwater Basin and in the contributing watershed.

1.6. Task 6: Administration and Reports

a. Annual Progress Reports

- i. Provide Sonoma Water with Annual Progress Reports including, but not limited to, the following items:
 - a) Summary of the activities completed under this Agreement, including copies of the deliverables described in Task 3 and Task 4.
 - b) Analysis results from the data and information gathered.
 - c) Other information as appropriate or as requested by Sonoma Water.

b. Perform duties required to track and implement the tasks described in this scope of work including, but not limited to, the following tasks:

- i. Invoice Sonoma Water.
- ii. Provide an account of materials procured.
- iii. Track costs associated with the various tasks.

c. Quarterly Invoices

- i. Prepare quarterly invoices. Submit one copy to Sonoma Water within 21 days of the end of each quarter during the term of this Agreement.
- ii. Quarterly invoices shall include the following:
 - a) A detailed list of hours worked.
 - b) Mileage expenses.
 - c) Accounting of materials.
 - d) Cost tracking.
 - e) Other information as appropriate or as requested by Sonoma Water.

d. Deliverables: Submit the below deliverables in accordance with Paragraph 2.1 (Review and Acceptance of Deliverables).

Deliverable	Due Date
Annual Progress Reports	Within 12 months of the Effective Date of this Agreement and every 12 months thereafter for the term of this Agreement
Quarterly invoices	Quarterly beginning October 15, 2025

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 Gold Ridge 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 24/25-088 on first page or cover of each deliverable.

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Exhibit B

Schedule of Costs

PERSONNEL	
Title	Hourly Rate
Executive Director	\$153
Lead Scientist/Program Manager	\$130
Deputy Director	\$132
Ecologist	\$119
Project Manager	\$112
Project Coordinator	\$99
District Administrator	\$110
Finance Manager	\$112
Project Assistant	\$93
EXPENSES	
Item	Cost
Materials (batteries, water quality monitoring supplies, calibration solution, wetsuit, wader boots, and monitoring equipment repair)	at cost
Subconsultants	at cost
Postage	at cost
Mileage	Current IRS standard rate

Exhibit C

Estimated Budget for Scope of Work

	FY 2025-2026	FY 2026-2027	Total Cost
Task 1: Landowner outreach, workshops, development, and dissemination of the Russian River information	\$5,000	\$5,000	\$10,000
Task 2: Funding development for Salmonid Habitat Restoration	\$15,000	\$12,000	\$27,000
Task 3: Salmonid Habitat Restoration	\$15,000	\$15,000	\$30,000
Task 4: Support for the Collection, Analysis, and Dissemination of Stream Monitoring Data for the Lower Russian River	\$10,500	\$7,500	\$18,000
Task 5: Groundwater Sustainability Planning	\$2,000	\$8,000	\$10,000
Task 6: Administration and Reports	\$2,500	\$2,500	\$5,000
TOTAL	\$50,000	\$50,000	\$100,000

Exhibit D

Insurance Requirements

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

Gold Ridge 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 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 Agreement.

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 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 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, its 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. 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 24/25-088.
- b. Gold Ridge Resource Conservation District shall submit required Evidence of Insurance prior to the execution of this Agreement. 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.

1.6. Policy Obligations

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