

## **DRAFT Agreement for Outreach Services between Sonoma Water and Sonoma Valley Groundwater Sustainability Agency**

This agreement (“Agreement”) is by and between **Sonoma County Water Agency**, a body corporate and politic of the State of California (“Sonoma Water”) and **Sonoma Valley Groundwater Sustainability Agency**, a Joint Powers Authority (“GSA”). 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. On January 1, 2015, comprehensive groundwater legislation collectively enacted and referred to as the Sustainable Groundwater Management Act (SGMA) became effective.
- B. The stated purpose of SGMA, as set forth in California Water Code section 10720.1, is to provide for the sustainable management of groundwater basins at a local level by providing local groundwater agencies with the authority and technical and financial assistance necessary to sustainably manage groundwater.
- C. SGMA requires the designation of groundwater sustainability agencies for the purpose of achieving groundwater sustainability through the adoption and implementation of groundwater sustainability plans or an alternative plan for medium- and high-priority basins as designated by the California Department of Water Resources.
- D. GSA was created under a Joint Exercise of Powers Agreement (JPA) entered into by and among City of Sonoma, Sonoma Resource Conservation District (RCD), North Bay and Valley of the Moon water districts, Sonoma Water, and County of Sonoma.
- E. Under the JPA, the GSA Board may contract for services with a member of the JPA. The GSA Board now wishes to engage the services of Sonoma Water to provide outreach services.
- F. GSA requests consulting services necessary for outreach and communication services in an amount not to exceed \$46,000.
- G. Sonoma Water is qualified and experienced to provide such services.

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: Proposed Rates and Expenses.
  - c. Exhibit C: Insurance Requirements.

**3. SCOPE OF SERVICES**

- 3.1. *Sonoma Water’s Specified Services:* Sonoma Water shall diligently perform the services described in Exhibit A (Scope of Work), provided for in Exhibit A and pursuant to Article 9 (Prosecution of Work), within a reasonable time as each particular task requires. 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 GSA:* Sonoma Water shall cooperate in good faith with GSA in the performance of all work hereunder. Sonoma Water shall coordinate the work with GSA’s Project Manager. Contact information and mailing addresses:

<b>Sonoma Water</b>	<b>GSA</b>
Project Manager: Pamela Van Halsema 404 Aviation Boulevard Santa Rosa, CA 95403-9019 Phone: (707) 547-1930 Email: pvanhalsema@scwa.ca.gov	Contact: Bill Keene  2235 Mercury Way, Suite 105 Santa Rosa, CA 95407 Phone: (707) 543-8506 Email: williamjkeene@gmail.com
<b>Remit payments to:</b>	<b>Remit invoices to:</b>
Accounts Receivable Same address as above	Same address as above

- 3.3. *Performance Standard and Standard of Care:* Sonoma Water 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 Sonoma Water’s work by GSA shall not operate as a waiver or release. GSA has relied upon the professional ability and training of Sonoma Water as a material inducement to enter into this Agreement.
- 3.4. *Assigned Personnel:*
  - a. Sonoma Water shall assign only competent personnel to perform work hereunder. In the event that at any time GSA, in its sole discretion, desires the removal of any person or persons assigned by Sonoma Water to perform work hereunder, Sonoma Water shall remove such person or persons immediately upon receiving written notice from GSA.

- 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 GSA to be key personnel whose services were a material inducement to GSA to enter into this Agreement, and without whose services GSA would not have entered into this Agreement. Sonoma Water shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of GSA.
- c. In the event that any of Sonoma Water's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness, or other factors outside of Sonoma Water's control, Sonoma Water shall be responsible for timely provision of adequately qualified replacements.

#### **4. PAYMENT**

- 4.1. *Total Costs:*
  - a. Total costs under this Agreement shall not exceed \$46,000.
- 4.2. *Method of Payment:* Sonoma Water shall be paid 100 percent of the current weighted labor rates, including overhead, for Sonoma Water staff performing work under this Agreement plus actual costs of applicable materials. Current weighted labor rates as of January 15, 2026, are listed in Exhibit B (Proposed Rates and Expenses). Rates are subject to change.
- 4.3. *Invoices:* Sonoma Water shall submit its bills in arrears on a quarterly basis, based on work completed for the period, in a form approved by GSA. The bills shall show or include:
  - a. Sonoma Water.
  - b. Agreement title and TW 25/26-102.
  - c. GSA's Project-Activity Code X0363P006.
  - d. Task performed with an itemized description of services rendered by date.
  - e. Summary of work performed by subconsultants, as described in Paragraph 12.3.
  - f. Time spent in 1/10th hour increments.
  - g. Hourly rate or rates of the persons performing the task.
  - h. List of reimbursable materials and expenses.
  - i. Copies of receipts for reimbursable materials and expenses.
- 4.4. *Timing of Payments:* Unless otherwise noted in this Agreement, payments shall be made within the normal course of GSA business after presentation of an invoice in a form approved by GSA for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by GSA.

## **5. TERM OF AGREEMENT AND COMMENCEMENT OF WORK**

### *5.1. Term of Agreement:*

- a. The term of this Agreement shall be from July 1, 2026, (“Effective Date”) to June 30, 2027, unless terminated earlier in accordance with the provisions of Article 6 (Termination).

### *5.2. Commencement of Work:* Sonoma Water is authorized to proceed immediately with the performance of this Agreement upon the Effective Date of this Agreement.

### *5.3. Term Extension:* 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 Sonoma Water 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 GSA and Sonoma Water.

## **6. TERMINATION**

- 6.1. Either party may terminate this Agreement by giving ninety (90) calendar days advance written notice to the other party of its intent to terminate this Agreement. Sonoma Water’s right to terminate may be exercised by Sonoma Water's General Manager.

## **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, Sonoma Water shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit C (Insurance Requirements).

## **9. PROSECUTION OF WORK**

9.1. 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 Sonoma Water's performance of this Agreement shall be extended by a number of days equal to the number of days Sonoma Water has been delayed.

## **10. REPRESENTATIONS OF SONOMA WATER**

10.1. *Status of Sonoma Water:* The parties intend that Sonoma Water, 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. Sonoma Water is not to be considered an agent or employee of GSA and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits GSA provides its employees. In the event GSA exercises its right to terminate this Agreement pursuant to Article 6 (Termination), Sonoma Water expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

10.2. *No Suspension or Debarment:* Sonoma Water 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. Sonoma Water 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.

10.3. *Taxes:* Sonoma Water 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. Sonoma Water agrees to indemnify and hold GSA 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 Sonoma Water's failure to pay, when due, all such taxes and obligations. In case GSA is audited for compliance regarding any withholding or other applicable taxes, Sonoma Water agrees to furnish GSA with proof of payment of taxes on these earnings.

- 10.4. *Records Maintenance:* Sonoma Water 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 GSA for inspection at any reasonable time. Sonoma Water shall maintain such records for a period of four (4) years following completion of work hereunder.
- 10.5. *Conflict of Interest:* Sonoma Water 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. Sonoma Water 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 GSA, Sonoma Water shall submit a completed Fair Political Practices Commission Statement of Economic Interests (Form 700) with GSA 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.
- 10.6. *Nondiscrimination:* Sonoma Water 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. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.
- 10.7. *Assignment of Rights:* Sonoma Water assigns to GSA all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Sonoma Water in connection with this Agreement. Sonoma Water agrees to take such actions as are necessary to protect the rights assigned to GSA in this Agreement, and to refrain from taking any action which would impair those rights. Sonoma Water'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 GSA may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of GSA. Sonoma Water 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 GSA.
- 10.8. *Ownership of Work Product:* All reports, drawings, graphics, plans, and studies, in their final form and format, assembled or prepared by Sonoma Water or Sonoma Water's subcontractors, consultants, and other agents in connection with this Agreement, shall be the property of GSA. Sonoma Water shall deliver such materials to GSA upon request in their final form and format. Such materials shall be and will remain the property of GSA without restriction or limitation. Document drafts, notes, and emails of Sonoma Water and Sonoma

Water's subcontractors, consultants, and other agents shall remain the property of those persons or entities.

- 10.9. *Authority:* The undersigned hereby represents and warrants that the undersigned has authority to execute and deliver this Agreement on behalf of Sonoma Water.

## **11. DEMAND FOR ASSURANCE**

- 11.1. 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 11 limits GSA's right to terminate this Agreement pursuant to Article 6 (Termination).

## **12. ASSIGNMENT AND DELEGATION**

- 12.1. *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.
- 12.2. *Subcontracts:* Notwithstanding the foregoing, Sonoma Water may enter into subcontracts with the subconsultants specifically identified herein. If no subconsultants are listed, Sonoma Water may enter into subcontracts if subconsultants are approved in writing by GSA.
- 12.3. *Summary of Subconsultants' Work:* Sonoma Water shall provide GSA 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.

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

- 13.1. *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.
- 13.2. *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 13.

**14. MISCELLANEOUS PROVISIONS**

- 14.1. *No Waiver of Breach:* The waiver by GSA 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.
- 14.2. *Construction:* To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Sonoma Water and GSA acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Sonoma Water and GSA acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.
- 14.3. *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.

- 14.4. *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.
- 14.5. *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.
- 14.6. *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.
- 14.7. *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.
- 14.8. *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.
- 14.9. *Time of Essence:* Time is and shall be of the essence of this Agreement and every provision hereof.
- 14.10. *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.

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

TW 25/26-102

Approved:

By: \_\_\_\_\_  
Brad Sherwood  
Assistant General Manager  
Business Services & External Affairs  
Division

Reviewed as to funds:

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

Approved as to form:

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

**Sonoma County Water Agency**

**Sonoma Valley Groundwater Sustainability Agency, a Joint Power Authority**

By: \_\_\_\_\_  
Grant Davis  
General Manager

By: \_\_\_\_\_  
Bill Keene  
GSA Administrator

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

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

# Exhibit A

## Scope of Work

### 1. TASKS

#### 1.1. Task 1: Ongoing Outreach

- a. Sonoma Water staff will provide day-to-day outreach support for the implementation of the Groundwater Sustainability Plan (GSP), the updated Community Engagement Plan, Groundwater User Information and Data Exchange (GUIDE) program, and for funding options study(ies), by working in coordination with the GSA Board, Advisory Committee, GSA Administrator, member agency staff, and ad hoc or special committees that may be formed. Tasks will include the following:
  - i. Issuing quarterly updates on activities to the Interested Parties list.
  - ii. Maintaining the Interested Parties list, including ensuring that the Interested Parties list can be targeted to each basin (if targeted emails are needed).
  - iii. Maintaining and updating the website monthly.
  - iv. Developing up to one fact sheet, frequently asked questions, or other document to explain GSA rates and fees, the GSP, or a specific program or project in clear, non-technical terms to stakeholders and the public.
  - v. Developing content for, and coordinating approval and issuance of, up to one press release annually (in addition to a press release advertising the public meeting described in Task 2: Public Meetings).
  - vi. Coordinating social media messaging and issuing up to 15 social media posts annually.
  - vii. Providing updates to seven Board and Advisory Committee meetings annually.

#### 1.2. Task 2: Public Meetings

- a. Scheduling and coordinating up to one virtual community meeting annually, including:
  - i. Scheduling the meeting date and time, in cooperation with the GSA Administrator, Chair of the Board, and presenters.
  - ii. Scheduling the meeting via Zoom or other platform and providing technical support for the meeting.
  - iii. Drafting agendas in coordination with the GSA Administrator and facilitator.
  - iv. Advertising meeting, including:
    - a) Developing content and graphics.
    - b) Developing, coordinating input on, and releasing a media advisory or press release.

- c) Promoting on social media, including sharing with member agencies and partners, and boosting through paid advertisements.
- d) Placing paid advertisements in community and regional newspapers.
- v. Preparing up to one hand-out.
- vi. Reviewing Powerpoint or other presentations and provide edits to talking points/script.
- vii. Posting meeting materials, including agenda, presentation, and meeting summary on the GSA website.

1.3. Task 3: Community Engagement Plan

- a. The GSP requires that a Community Engagement Plan be developed and updated to ensure ongoing engagement with key stakeholders, including environmental, well owner, agricultural, business, disadvantaged communities, and tribal interests. Sonoma Water staff will:
  - i. Review the Community Engagement Plan annually to ensure key milestones are accomplished.
  - ii. Update the plan if needed, in cooperation with the GSA Administrator and Advisory Committee.
  - iii. Post the plan on the GSA website.

## Exhibit B

### Proposed Rates and Expenses

<b>Title</b>	<b>Hourly Rate (95 Percent)*</b>
Water Agency Principal Program Specialist	\$246.94
Water Agency Senior Program Specialist	\$222.91
Water Agency Program Specialist II	\$162.52
Senior Office Assistant	\$143.99
<b>Expenses</b>	<b>Cost</b>
Publication costs for paid advertisements	At cost
Facility costs for community meetings	At cost
Rentals for community meetings including, but not limited to, sound system, chairs, podium, if needed	At cost
Printing costs for materials and signs	At cost
Light refreshments for community meetings	At cost
Vehicle Use	At cost
Software licenses	At cost

\*Rates as of January 15, 2026. Rates subject to change.

## Exhibit C

### Insurance Requirements

Sonoma Water shall maintain insurance and/or self-insurance as described below unless such insurance has been expressly waived in writing by GSA.

- a. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California, and Employers Liability with minimum limits of \$1,000,000 per accident; \$1,000,000 disease per employee; \$1,000,000 disease per policy.
- b. Commercial General Liability Insurance with 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 Umbrella Liability Insurance.
  1. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. Sonoma Water is responsible for any deductible or self-insured retention and shall fund it upon GSA's written request, regardless of whether Sonoma Water has a claim against the insurance or is named as a party in any action involving GSA.
  2. GSA shall be endorsed as an additional insured for liability arising out of operations by, or on behalf of, the Sonoma Water in the performance of this Agreement.
  3. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
  4. The policy shall cover inter-insured suits between the additional insureds and Sonoma Water and include a "separation of insureds" or "severability" clause which treats each insured separately.
- c. Automobile Liability Insurance with Minimum Limit of \$1,000,000 combined single limit per accident. Automobile Insurance shall apply to all owned, hired, and non-owned autos.
- d. Professional Liability/Errors and Omissions Insurance with Minimum Limit of \$1,000,000 per claim or per occurrence. Any deductible or self-insured retention shall be shown on the Certificate of Insurance.
- e. The Certificate of Insurance must include the following reference: Santa Rosa Plain Groundwater Sustainability Agency.
- f. All required Evidence of Insurance shall be submitted to GSA within 3 business days of the Effective Date. Sonoma Water agrees to maintain current Evidence of Insurance on file with GSA for the entire term of this Agreement.
- g. The name and address for Additional Insured endorsements and Certificates of Insurance is: Sonoma Valley Groundwater Sustainability Agency, Attn: Bill Keene, 2235 Mercury Way, Suite 105, Santa Rosa, CA 95407.
- h. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) business days before expiration or other termination of the existing policy.
- i. Sonoma Water shall provide GSA immediate written notice if any of the required insurance policies are terminated.
- j. Sonoma Water's indemnity and other obligations shall not be limited by these insurance requirements.