For accessibility assistance with this document, please contact the Sonoma County Water Agency Technical Writing Section at (707) 547-1900, Fax at (707) 544-6123, or TDD through the California Relay Service (by dialing 711).

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TW 18/19-104

# Agreement for Funding of the Friends of the Petaluma River Trash Cleanups

This agreement ("Agreement") is by and between **Sonoma County Water Agency** a body corporate and politic of the State of California ("Sonoma Water") and **Friends of the Petaluma River**, a non-profit California corporation ("Recipient"). 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).

### <u>RECITALS</u>

- A. The Petaluma River Watershed Trash Cleanup Events (Project) will provide trash removal at approximately six sites throughout the Petaluma Watershed with one event each fall and spring over two years. A scope of work for the Project is included in Exhibit A.
- B. The purpose of the Project is to remove trash and debris in creeks to improve water quality and flood conveyance and keep oceans and beaches clean. The Project is also intended to increase awareness of watershed issues in the community and foster civic responsibility for maintaining creeks.
- C. Recipient will coordinate with Sonoma Resource Conservation District, City of Petaluma, and other watershed stakeholder groups (Project Partners) to identify the sites, conduct community outreach, garner volunteers, staff events, and conduct the cleanups.

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

#### <u>A G R E E M E N T</u>

#### 1. <u>RECITALS</u>

1.1. The above recitals are true and correct.

#### 2. <u>LIST OF EXHIBITS</u>

- 2.1. The following exhibits are attached hereto and incorporated herein:
  - a. Exhibit A: Scope of Work
  - b. Exhibit B: Breakdown of Costs
  - c. Exhibit C: Insurance Requirements

#### 3. <u>COORDINATION</u>

3.1. <u>Cooperation with Sonoma Water</u>. Recipient shall coordinate the work with Sonoma Water's Project Manager. Contact information and mailing addresses:

Sonoma Water	Recipient					
Project Manager: Chase Takajo	Contact: Stephanie Bastianon					
404 Aviation Boulevard	260 H North Water Street					
Santa Rosa, CA 95403-9019	Petaluma, CA 94952					
Phone: 707-521-1872	Phone: 707-763-7756					
Email:	Email:					
chase.takajo@scwa.ca.gov	Stephanie@friendsofthepetalumariver.org					
Remit invoices to:	Remit payments to:					
Accounts Payable	Attn: Accounts Receivable					
Same address as above or	Same address as above					
Email:						
ap_agreements@scwa.ca.gov						

#### 4. <u>RECIPIENT'S RESPONSIBILITIES</u>

Recipient shall complete the following:

- 4.1. <u>General</u>. Recipient agrees to perform all work in accordance with the requirements of applicable federal, state, and local laws.
- 4.2. <u>Scope of Work and Deliverables</u>. See Exhibit A (Scope of Work).
- 4.3. <u>Authorized Expenses</u>. Services and Expenses authorized for funding by Sonoma Water are listed in Exhibit B (Authorized Expenses).
- 4.4. <u>Content Online Accessibility</u>.
  - 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:* Those responsible for preparing content intended for use or publication on a Sonoma Water/County-managed or Sonoma Water/County-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)), and Sonoma Water's Web Site Accessibility Policy located at <a href="http://sonomacounty.ca.gov/Services/Web-Standards-and-Guidelines/">http://sonomacounty.ca.gov/Services/Web-Standards-and-Guidelines/</a>.
  - c. *Certification:* With each final receivable intended for public distribution (report, presentations posted to the Internet, public outreach materials), Recipient shall include a descriptive summary describing how all deliverable documents were assessed for accessibility (e.g. Microsoft Word accessibility check; Adobe Acrobat accessibility check, or other commonly accepted compliance check).
  - d. *Alternate Format:* When it is strictly impossible due to the unavailability of technologies required to produce an accessible document, Recipient shall identify the anticipated accessibility deficiency prior to commencement of any work to produce such deliverables. Recipient 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.

- e. 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 Recipient. 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 Recipient in writing. Upon such notice, Recipient shall, without charge to Sonoma Water, repair or replace the noncompliant 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 Recipient for Sonoma Water, Sonoma Water may have any necessary changes or repairs performed by itself or by another contractor. In such event, Recipient shall be liable for all expenses incurred by Sonoma Water in connection with such changes or repairs.
- f. 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.
- 4.5. <u>Indemnification</u>. Recipient 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 Recipient, that arise out of, pertain to, or relate to Recipient's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Recipient agrees to provide a complete defense for any claim or action brought against Sonoma County Water Agency based upon a claim relating to Recipient's or its agents', employees', contractors', or invitees' performance or obligations under this Agreement. Recipient's or its agents', employees', contractors', or invitees' performance 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 Recipient's expense, subject to Recipient'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 Recipient or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

- 4.6. <u>Insurance</u>. With respect to performance of work under this Agreement, Recipient shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit C (Insurance Requirements).
- 4.7. <u>Invoices</u>. Recipient shall bill Sonoma Water upon completion of the respective clean-up events listed in Exhibit A (Scope of Work) with an invoice that is clearly marked with "Friends of the Petaluma River, Agreement for Funding of the Friends of the Petaluma River Trash Cleanups, Project-Activity Code F0383C018."
- 4.8. <u>Statutory Compliance/Living Wage Ordinance</u>. Recipient 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, Recipient 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.
- 4.9. <u>Refund of Unused Funds</u>. Following completion of work, Recipient 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, Recipient shall refund the difference to Sonoma Water within 30 calendar days of completion of work.
- 4.10. <u>Refund Upon Cancellation</u>. If Recipient determines Project will not occur, Recipient shall immediately notify Sonoma Water in writing. In such case, Recipient shall refund any funding provided under this Agreement by Sonoma Water within 30 calendar days of said determination.

#### 5. <u>SONOMA WATER'S RESPONSIBILITIES</u>

- 5.1. <u>Total</u>. The total amount payable under this Agreement shall not exceed \$42,400.
  - a. Year 1 costs shall not exceed \$21,200
  - b. Year 2 costs shall not exceed \$21,200

- 5.2. Payments.
  - a. *Initial Payment:* Upon receipt of Final Reports as listed in Paragraph 1.3.b of Exhibit A (Scope of Work), and receipt of an invoice thereof, Sonoma Water will deposit with Recipient \$21,200.
  - b. *Final Payment:* Upon receipt of deliverables as listed in Paragraph 1.3.c and receipt of an invoice thereof, Sonoma Water will deposit with Recipient \$21,200.
- 5.3. <u>Items to be Provided</u>. Sonoma Water logo or other identifying material, as requested by Recipient.

### 6. <u>TERM OF AGREEMENT</u>

6.1. This Agreement shall expire on March 31, 2021, unless terminated earlier in accordance with the provisions of Article 7 (Termination).

## 7. <u>TERMINATION</u>

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 Recipient. In the event of such termination, Sonoma Water will pay Recipient for services satisfactorily rendered to the date of termination. In addition, should Recipient 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 Recipient written notice of such termination, stating the reason for termination. In the event of such termination, Sonoma Water will pay Recipient 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 Recipient. Sonoma Water's right to terminate may be exercised by Sonoma County Water Agency's General Manager.

# 8. <u>ADDITIONAL REQUIREMENTS</u>

- 8.1. <u>Bottled Water</u>. 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. <u>Authority to Amend Agreement</u>. 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. <u>No Waiver of Breach</u>. 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. <u>Construction</u>. 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. Recipient 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. Recipient 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. <u>No Third-Party Beneficiaries</u>. 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. <u>Applicable Law and Forum</u>. 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. <u>Captions</u>. 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. <u>Merger</u>. 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. <u>Survival of Terms</u>. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- 8.10. <u>Time of Essence</u>. Time is and shall be of the essence of this Agreement and every provision hereof.

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 18/19-104
Ву:	
Sonoma County Water Agency Division Manager - Administrative Services	
Approved as to form:	
By:	
By: Cory O'Donnell, Deputy County Counsel	
Insurance Documentation is on file with Sonoma Water	
Date/TW Initials: <u>4/12/19 Imc</u>	
Sonoma County Water Agency	Friends of the Petaluma River, a non-profit California corporation
Ву:	Ву:
Grant Davis General Manager	
Authorized per Sonoma County Water Agency's Board of Directors Action on April 30, 2019	(Please print name here)
	Title:
Date:	Date:

# Exhibit A

### Scope of Work

## 1. <u>TASKS</u>

- 1.1. Task 1: Cleanup Events
  - a. Coordinate with Project Partners to identify sites appropriate for trash removal.
  - b. Prioritize sites in consultation with City of Petaluma and Sonoma Water staff.
  - c. Conduct public outreach to secure rights-of-entry necessary for temporary access.
  - d. Prepare appropriate environmental documents and obtain necessary permits from applicable regulatory agencies.
  - e. Publicize events in local newspapers, websites, and existing community outreach networks.
  - f. Oversee all aspects of the Project and conduct coordination meetings.
  - g. Attend Zone 2A Advisory Committee meetings and provide Project updates.
- 1.2. Task 2: Reports
  - a. Progress Reports: Prepare Progress Reports after each event and provide in electronic format to Sonoma Water. Reports shall include:
    - i. Summary of the event
    - ii. Compilation of photographs of work performed from cleanup events
  - b. Final Report. Report shall include:
    - i. List of any additional partner(s) for each cleanup event and description of how they helped with the event
    - ii. Marketing and outreach documents
    - iii. List of volunteers by name
    - iv. List of overall number of event attendees
    - v. List of identified trash removal sites
    - vi. Description of educational activities
    - vii. Results of the cleanup, including how many pounds of garbage and debris was removed from the creeks
  - c. Present final Report to date to the Zone 2A Advisory Committee at its annual March meeting.

Deliverables	Due Date
Spring 2019 Progress Report	May, 2019
Fall 2019 Progress Report	October, 2019
Present Progress Reports to date to Zone 2A Advisory Committee	Annual Meeting, 2019
Spring 2020 Progress Report	May, 2020
Fall 2020 Progress Report	October, 2020
Present Final Report to Zone 2A Advisory Committee	Annual Meeting, 2020

# 2. <u>DELIVERABLES</u>

- 2.1. Submit one electronic copy in PDF format (emailed, on CD, or via internet) of each deliverable to Sonoma Water.
- 2.2. Comply with requirements of Paragraph 4.4.

# Exhibit B

## Breakdown of Costs

Item	Rate	Estimated Hours	Estimated Cost per cleanup event		
FOPR Staff	\$50.00	90	4,500.00		
Intern Stipend			500.00		
Subcontractor: Sonoma Resource Conservation District			1,200.00		
Meetings			100.00		
Volunteer appreciation			200.00		
Clean up Supplies			1,000.00		
Infrastructure Rentals (Tents, Tables, Chairs, Portable Toilet and sink, Trash Cans)			500.00		
Education Materials			1,000.00		
Marketing Materials (Flyers, Facebooks Ads, Banner, Posters)			1,000.00		
Clean up day expenses (Gas, Food, Entertainment)			600.00		
	Sub	total per Cleanup E	10,600.00		
		Cost for two Years	42,400.00		

# Exhibit C

#### **Insurance Requirements**

## 1. <u>SECTION I – INSURANCE TO BE MAINTAINED BY FRIENDS OF THE PETALUMA</u> <u>RIVER</u>

Friends of the Petaluma River 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 Agreement.

Sonoma Water reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. 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 Friends of the Petaluma River 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 Friends of the Petaluma River 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 Friends of the Petaluma River currently has no employees as defined by the Labor Code of the State of California, Friends of the Petaluma River 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 Friends of the Petaluma River maintains higher limits than the specified minimum limits, Sonoma Water requires and shall be entitled to coverage for the higher limits maintained by Friends of the Petaluma River.
  - c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it

must be approved in advance by Sonoma Water. Friends of the Petaluma River is responsible for any deductible or self-insured retention and shall fund it upon Sonoma Water's written request, regardless of whether Friends of the Petaluma River 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 Friends of the Petaluma River'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 Friends of the Petaluma River and include a "separation of insureds" or "severability" clause which treats each insured separately.
- h. The policy shall cover bodily injury to volunteers participating in activities funded by this Agreement.
- i. 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 Friends of the Petaluma River 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
  - The Certificate of Insurance must include the following reference: TW 18/19-104.

- b. Friends of the Petaluma River shall submit required Evidence of Insurance prior to the execution of this Agreement. Friends of the Petaluma River 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. Friends of the Petaluma River 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. Friends of the Petaluma River's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

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		_								
Sonoma County Water Agency					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
	404 Aviation Blvd.			4						
	AUTHORIZED REPRESENTATIVE Santa Rosa CA 95403 Kathum Berlum									

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Named Insured: Friends of the Petaluma River

# Policy: 2018-21704-NPO

: .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# **ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

# COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### **SCHEDULE**

Name of Person or Organization:

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy, and for which a certificate of insurance naming such person or organization as additional insured has been issued, but only with respect to their liability arising out of their requirements for certain performance placed upon you, as a nonprofit organization, in consideration for funding or financial contributions you receive from them. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for

"bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

A. In the performance of your on-going operations; or

B. In connection with your premises owned by or rented to you

THE INSURANCE provided under this endorsement is primary & noncontributory to any other valid & collectible insurance carried by the additional insured entity and this insurance will apply separately to each insured against whom a claim is made or a suit is brought.

CG 2026 (07/04)