

## **DRAFT Agreement for Remote Sensing and Ground Cover Spatial Analysis Services**

This agreement ("Agreement") is by and between **Sonoma County Water Agency**, a body corporate and politic of the State of California ("Sonoma Water") and **DCSE, Inc.**, a California corporation ("Consultant"). 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. Consultant represents that it is a duly qualified advanced geospatial and imagery analysis firm, experienced in remote sensing, ground cover spatial analysis, and related services.
- B. The Sonoma-Marín Saving Water Partnership (Partnership) includes the City of Santa Rosa, City of Rohnert Park, City of Petaluma, City of Sonoma, City of Cotati, City of Cloverdale, City of Healdsburg, Valley of the Moon Water District, Town of Windsor, North Marin Water District, Marin Municipal Water District, and California American Water-Larkfield District.
- C. In 2018 California enacted legislation (Senate Bill 606 and Assembly Bill 1668) for development of a new regulatory framework, which proposed new standards-based water use objectives applicable to urban retail water providers with greater than 3,000 connections or 3,000 acre feet of annual water sales. Agencies within the Partnership to which this legislation applies and that have chosen to participate in the work under this Agreement (Project) are City of Cloverdale, City of Healdsburg, City of Rohnert Park, City of Santa Rosa, City of Sonoma, City of Petaluma, Town of Windsor, Valley of the Moon Water District, and North Marin Water District (Partnership Members).
- D. The regulatory framework includes the water-use standard for commercial, industrial, and institutional (CII) landscape irrigation with dedicated irrigation meters (DIM) (CII DIM Standard).
- E. The regulatory framework also includes CII performance measures, a subset of which details water use efficiency improvements for CII mixed-use metered (MUM) landscapes equal to or greater than one half acre in size, such as providing irrigation water budgets.
- F. The regulatory framework was adopted by the State Water Resources Control Board (State Water Board) on July 3, 2024.
- G. In 2023 California further enacted legislation (Senate Bill 1572) to set conditions and a timeline to prohibit the use of potable water for irrigation of non-functional turf (NFT) in CII landscape areas and common areas of homeowners' associations (HOA), including a requirement for retail water providers to enact local code changes in support of this prohibition.
- H. To support the proposed CII DIM Standard, CII performance measures, and NFT prohibition, Sonoma Water, on behalf of the Partnership Members, is leading the effort to obtain landscape area measurement (LAM) data for all the Partnership Members' CII customer

accounts, including those with DIMs and MUMs, using methodologies compliant with State Water Board and California State Department of Water Resources (DWR) requirements. Additionally, consultant services are needed to provide discrete parcel-level polygon layers delineating CII special landscape areas (SLA) and associated LAMs, and CII and HOA NFT areas and associated LAMs.

- I. Under this Agreement, Consultant will conduct research and analysis for Partnership Members.

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: Map - Partnership Service Area.
  - d. Exhibit D: Insurance Requirements.

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

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

<b>Sonoma Water</b>	<b>Consultant</b>
Project Manager: Paul Piazza 404 Aviation Boulevard Santa Rosa, California 95403-9019 Phone: 707-547-1968  Email: paul.piazza@scwa.ca.gov	Contact: Masoud Hoseyni, Ph.D. 23461 S. Pointe Drive, Suite 300 Laguna Hills, California 92653 Direct Phone: 949-465-3407 Cell Phone: 310-383-8959 Email: mhoseyni@dcse.com
<b>Remit invoices to:</b>	<b>Remit payments to:</b>

<b>Sonoma Water</b>	<b>Consultant</b>
Accounts Payable Same address as above or Email: ap.agreements@scwa.ca.gov	Same address as above Attn: Accounts Receivable

- 3.3. *Performance Standard and Standard of Care:* Consultant 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 Consultant's work by Sonoma Water shall not operate as a waiver or release. Sonoma Water has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. If Sonoma Water determines that any of Consultant's work is not in accordance with such level of competency and standard of care, Sonoma Water, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with Sonoma Water to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 6 (Termination); or (d) pursue any and all other remedies at law or in equity.
- 3.4. *Assigned Personnel:*
- Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time Sonoma Water, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from Sonoma Water.
  - Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by Sonoma Water to be key personnel whose services were a material inducement to Sonoma Water to enter into this Agreement, and without whose services Sonoma Water would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of Sonoma Water.
  - In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness, or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.

#### 4. **PAYMENT**

4.1. *Total Costs:* Total costs under this Agreement shall not exceed \$250,000.

- a. Costs for Tasks 1 - 7 shall not exceed a total of \$218,266, broken down by Partnership Member as follows:

<i>Partnership Member</i>	<i>Not-to-Exceed Amount</i>
City of Cloverdale	\$ 8,848
City of Healdsburg	\$13,840
City of Petaluma	\$30,318
City of Rohnert Park	\$24,056
City of Santa Rosa	\$67,289
City of Sonoma	\$14,466
North Marin Water District	\$34,017
Town of Windsor	\$15,052
Valley of the Moon Water District	\$10,380

- b. Costs for Optional Task 8, if requested in writing by Sonoma Water, shall not exceed a total of \$31,734, broken down by Partnership Member as follows:

<i>Partnership Member</i>	<i>Not-to-Exceed Amount</i>
City of Cloverdale	\$2,152
City of Healdsburg	\$2,160
City of Petaluma	\$4,682
City of Rohnert Park	\$3,944
City of Santa Rosa	\$5,711
City of Sonoma	\$2,534
North Marin Water District	\$5,983
Town of Windsor	\$2,948
Valley of the Moon Water District	\$1,620

4.2. *Method of Payment:* Consultant shall be paid in accordance with the following terms:

- a. Consultant shall be paid in accordance with Exhibit B (Schedule of Costs) for the percentage of Work completed, regardless of the number of hours or length of time necessary for Consultant to complete the services.
- b. Consultant shall not be entitled to reimbursement for expenses incurred in completion of the services.

- 4.3. *Invoices:* Consultant shall submit its bills in arrears on a monthly basis, based on percentage of work complete with a justification for such percentage, in a form approved by Sonoma Water. The bills shall show or include:
- a. Consultant name.
  - b. Agreement title and TW 23/24-061.
  - c. Sonoma Water's Project-Activity Code T0505D049.
  - d. Task performed with an itemized description of services rendered by date, Partnership Member, and percent complete for each Partnership Member.
  - e. Summary of work performed by subconsultants, as described in Paragraph 14.4.
- 4.4. *Timing of Payments:* Unless otherwise noted in this Agreement, payments shall be made within the normal course of Sonoma Water business after presentation of an invoice in a form approved by Sonoma Water for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by Sonoma Water.
- 4.5. *Taxes Withheld by Sonoma Water:*
- a. Pursuant to California Revenue and Taxation Code (R&TC) section 18662, Sonoma Water shall withhold seven percent of the income paid to Consultant for services performed within the State of California under this Agreement, for payment and reporting to the California Franchise Tax Board, if Consultant does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.
  - b. If Consultant does not qualify, as described in Paragraph 4.6.a, Sonoma Water requires that a completed and signed Form 587 be provided by Consultant in order for payments to be made. If Consultant is qualified, as described in Paragraph 4.6.a, then Sonoma Water requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, Consultant agrees to promptly notify Sonoma Water of any changes in the facts. Forms should be sent to Sonoma Water pursuant to Article 15 (Method and Place of Giving Notice, Submitting Bills, and Making Payments) of this Agreement. To reduce the amount withheld, Consultant has the option to provide Sonoma Water with either a full or partial waiver from the State of California.

## 5. **TERM OF AGREEMENT**

### 5.1. *Term of Agreement:*

- a. This Agreement shall expire on July 31, 2028, unless terminated earlier in accordance with the provisions of Article 6 (Termination).
- b. Sonoma County Water Agency's General Manager shall have the ability to extend the term of this Agreement for up to two additional years by providing written notice to Consultant 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 Consultant.

## 6. **TERMINATION**

- 6.1. *Authority to Terminate:* Sonoma Water's right to terminate may be exercised by Sonoma County Water Agency's General Manager.
- 6.2. *Termination Without Cause:* Notwithstanding any other provision of this Agreement, at any time and without cause, Sonoma Water shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Consultant.
- 6.3. *Termination for Cause:* Notwithstanding any other provision of this Agreement, should Consultant 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 Consultant written notice of such termination, stating the reason for termination.
- 6.4. *Delivery of Work Product and Final Payment Upon Termination:* In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to Sonoma Water all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement subject to Paragraph 12.10 and shall submit to Sonoma Water an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.
- 6.5. *Payment Upon Termination:* Upon termination of this Agreement by Sonoma Water, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services are to be paid on a per-hour or per-day basis, then Consultant shall be entitled to receive as full payment an amount equal to

the number of hours or days actually worked prior to termination multiplied by the applicable hourly or daily rate; and further provided, however, that if Sonoma Water terminates the Agreement for cause pursuant to Paragraph 6.3, Sonoma Water shall deduct from such amounts the amount of damage, if any, sustained by Sonoma Water by virtue of the breach of the Agreement by Consultant.

## **7. INDEMNIFICATION**

- 7.1. Consultant 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 Consultant, that arise out of, pertain to, or relate to Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against Sonoma County Water Agency based upon a claim relating to Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant's obligations under this Article 7 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 Consultant's expense, subject to Consultant'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 Consultant or its agents, employees, contractors, subcontractors, or invitees under workers' compensation acts, disability benefits acts, or other employee benefit acts.

## **8. INSURANCE**

- 8.1. With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit D (Insurance Requirements).

## **9. PROSECUTION OF WORK**

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

## **10. EXTRA OR CHANGED WORK**

10.1. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Changes to lengthen time schedules or make minor modifications to the scope of work, which do not increase the amount paid under the Agreement, may be executed by Sonoma County Water Agency's General Manager in a form approved by County Counsel. The parties expressly recognize that Sonoma Water personnel are without authorization to order all other extra or changed work or waive Agreement requirements. Failure of Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of Sonoma Water.

## **11. CONTENT ONLINE ACCESSIBILITY**

- 11.1. *Accessibility:* Sonoma Water policy requires that all documents that may be published to the Web meet accessibility standards to the greatest extent possible and utilizing available existing technologies.
- 11.2. *Standards:* All consultants responsible for preparing content intended for use or publication on a Sonoma Water-managed or Sonoma Water-funded web site must comply with applicable federal accessibility standards established by 36 C.F.R. section 1194, pursuant to section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794(d)), Sonoma Water's Web Standards & Guidelines located at <https://sonomacounty.ca.gov/Services/Web-Standards-and-Guidelines/> and Sonoma Water's Web Site Accessibility Policy located at <https://sonomacounty.ca.gov/CAO/Administrative-Policies/9-3-Website-Accessibility-Policy/>.
- 11.3. *Alternate Format:* When it is strictly impossible due to the unavailability of technologies required to produce an accessible document, Consultant shall identify the anticipated accessibility deficiency prior to commencement of any work to produce such deliverables. Consultant agrees to cooperate with Sonoma Water 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.
- 11.4. *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 Consultant. If Sonoma Water, in its sole and absolute discretion, determines that any deliverable intended for use or publication on any Sonoma Water-managed or Sonoma Water-funded Web site does not comply with



Sonoma Water Accessibility Standards, Sonoma Water will promptly inform Consultant in writing. Upon such notice, Consultant 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:

- a. Cancel any delivery or task order;
- b. Terminate this Agreement pursuant to the provisions of Article 6 (Termination); and/or
- c. In the case of custom Electronic and Information Technology (EIT) developed by Consultant for Sonoma Water, Sonoma Water may have any necessary changes or repairs performed by itself or by another contractor. In such event, Consultant shall be liable for all expenses incurred by Sonoma Water in connection with such changes or repairs.

11.5. *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.

## **12. REPRESENTATIONS OF CONSULTANT**

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

12.2. *No Suspension or Debarment:* Consultant 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. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If Consultant becomes debarred, Consultant has the obligation to inform Sonoma Water.

12.3. *Taxes:* Consultant 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. Consultant agrees to indemnify and hold Sonoma Water harmless from any liability which it may incur to the United States or to the State of California or to any other public entity as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In case Sonoma Water is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish Sonoma Water with proof of payment of taxes on these earnings.

- 12.4. *Records Maintenance:* Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to Sonoma Water for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.
- 12.5. *Conflict of Interest:* Consultant 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. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if required by law or requested to do so by Sonoma Water, Consultant shall submit a completed Fair Political Practices Commission Statement of Economic Interests (Form 700) with Sonoma Water within 30 calendar days after the Effective Date of this Agreement and each year thereafter during the term of this Agreement, or as required by state law.
- 12.6. *Statutory Compliance/Living Wage Ordinance:* Consultant 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, Consultant 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.
- 12.7. *Nondiscrimination:* Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County of Sonoma's

Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

- 12.8. *AIDS Discrimination:* Consultant agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.
- 12.9. *Assignment of Rights:* Consultant assigns to Sonoma Water all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the work, if any, now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to Sonoma Water in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as Sonoma Water may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of Sonoma Water. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of Sonoma Water.
- 12.10. *Ownership and Disclosure of Work Product:* All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of Sonoma Water. Sonoma Water shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly deliver to Sonoma Water all such documents, which have not already been provided to Sonoma Water in such form or format as Sonoma Water deems appropriate. Such documents shall be and will remain the property of Sonoma Water without restriction or limitation. Consultant may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of Sonoma Water.
- 12.11. *Authority:* The undersigned hereby represents and warrants that the undersigned has authority to execute and deliver this Agreement on behalf of Consultant.
- 12.12. *Nondisclosure of Confidential Information:* While doing the work required by this Agreement, Consultant may have access to technical information and materials pertaining to Sonoma Water and Partnership Members' sensitive information or data determined by Sonoma Water or Partnership Members to be confidential ("Confidential Information"). The Confidential Information may include confidential or proprietary information or trade secrets exempt from disclosure

under provisions of the California Public Records Act. In consideration of disclosure by Sonoma Water or Partnership Members of Confidential Information to Consultant, Consultant and its agents shall hold any material or information designated by Sonoma Water or Partnership Members as Confidential in strict confidence and shall not disclose it or otherwise make it available, in any form or matter whatsoever, to any person or entity without the prior written consent of Sonoma Water or Partnership Members, except as may be ordered by a court of law. Immediately upon receipt of any request or demand for disclosure of any Confidential Information within the scope of this Agreement, Consultant shall give Sonoma Water and Partnership Members written notice and a copy of the request and the time period, if any, within which Consultant is required to respond to the request. Upon termination of this Agreement, Consultant shall return Confidential Information in its possession, including copies, to Sonoma Water or Partnership Members. Consultant's obligation to maintain material and information designated as Confidential in strict confidence shall survive completion of work under this Agreement and termination of this Agreement and, as provided for in Paragraph 12.10, Consultant agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of Sonoma Water.

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

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

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

- 14.1. *Consent:* Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

- 14.2. *Subcontracts:* Notwithstanding the foregoing, Consultant may enter into subcontracts with the subconsultants specifically identified herein. If no subconsultants are listed, then no subconsultants will be utilized in the performance of the work specified in this Agreement.
- 14.3. *Change of Subcontractors or Subconsultants:* If, after execution of the Agreement, parties agree that subconsultants not listed in Paragraph 14.2 will be utilized, Consultant may enter into subcontracts with subconsultants to perform other specific duties pursuant to the provisions of this Paragraph 14.3. The following provisions apply to any subcontract entered into by Consultant other than those listed in Paragraph 14.2:
- a. Prior to entering into any contract with subconsultant, Consultant shall obtain Sonoma Water approval of subconsultant.
  - b. All agreements with subconsultants shall (a) contain indemnity requirements in favor of Sonoma Water in substantially the same form as that contained in Article 7 (Indemnification), (b) contain language that the subconsultant may be terminated with or without cause upon reasonable written notice, and (c) prohibit the assignment or delegation of work under the agreement to any third party.
- 14.4. *Summary of Subconsultants' Work:* Consultant shall provide Sonoma Water with a summary of work performed by subconsultants with each invoice submitted under Paragraph 4.2.c. Such summary shall identify the individuals performing work on behalf of subconsultants and the total amount paid to subconsultant, broken down by the tasks listed in the Scope of Work.

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

- 15.1. *Method of Delivery:* All notices, bills, and payments shall be made in writing and shall be given by personal delivery, U.S. Mail, courier service, or electronic means. Notices, bills, and payments shall be addressed as specified in Paragraph 3.2.
- 15.2. *Receipt:* When a notice, bill, or payment is given by a generally recognized overnight courier service, the notice, bill, or payment shall be deemed received on the next business day. When a copy of a notice, bill, or payment is sent by electronic means, the notice, bill, or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill, or payment is deposited in the U.S. mail and postmarked on the date of the electronic transmission (for a payment, on or before the due date), (2) the sender has a written confirmation of the electronic transmission, and (3) the electronic transmission is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills, and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this Article 15.

## 16. **MISCELLANEOUS PROVISIONS**

- 16.1. *No Bottled Water:* In accordance with Sonoma Water Board of Directors Resolution No. 09-0920, dated September 29, 2009, no Sonoma Water funding shall be used to purchase single-serving, disposable water bottles for use in Sonoma Water facilities or at Sonoma Water-sponsored events. This restriction shall not apply when potable water is not available.
- 16.2. *No Waiver of Breach:* The waiver by Sonoma Water of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.
- 16.3. *Construction:* To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant 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. Consultant and Sonoma Water acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.
- 16.4. *Consent:* Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.
- 16.5. *No Third-Party Beneficiaries:* Except as provided in Article 7 (Indemnification), nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.
- 16.6. *Applicable Law and Forum:* This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or in the forum nearest to the City of Santa Rosa, in the County of Sonoma.
- 16.7. *Captions:* The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.
- 16.8. *Merger:* This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to

Code of Civil Procedure section 1856. Each Party acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

- 16.9. *Survival of Terms:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- 16.10. *Time of Essence:* Time is and shall be of the essence of this Agreement and every provision hereof.
- 16.11. *Counterpart; Electronic Signatures:* The parties agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and together which when executed by the requisite parties shall be deemed to be a complete original agreement. Counterparts may be delivered via electronic means, or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered, be valid and effective for all purposes, and shall have the same legal force and effect as an original document. This Agreement, and any counterpart, may be electronically signed by each or any of the parties through the use of any commercially available digital and/or electronic signature software or other electronic signature method in compliance with the U.S. federal ESIGN 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 23/24-061

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

Approved as to form:

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

Insurance Documentation is on file with  
Sonoma Water

Date/TW Initials: 8/4/25 lmc

**Sonoma County Water Agency**

**DCSE, Inc.**, a California corporation

By: \_\_\_\_\_  
Grant Davis  
General Manager  
Authorized per Sonoma County Water  
Agency's Board of Directors Action on  
October 7, 2025

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

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

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

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

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



# Exhibit A

## Scope of Work

### 1. TASKS

#### 1.1. Task 1: Conduct Project Kick-off as follows:

- a. Kick-off Meeting:
  - i. Schedule and conduct one meeting by video conference for up to two hours with all Partnership Members and Sonoma Water.
- b. Coordinate with each Partnership Member to obtain the following required data:
  - i. Most recent service area boundary file in GIS format, either as a shapefile or a geodatabase.
  - ii. Most up-to-date parcel layer in GIS format (shapefile or gdb). The GIS parcel layer will include a land use description or code attribute to support identification of land use types, including CII parcels.
  - iii. If available, 2018 residential LAM data received from DWR to assist in more accurately delineating the CII zones and in excluding areas already represented in the LAM dataset.
  - iv. If available, 4-band aerial imagery in .tif format that is of equal or higher quality than Hexagon imagery, and high-resolution, captured in 2024, and meet the 4-band requirement; typically including red, green, blue, and near-infrared bands.
- c. Deliverables: Submit the below deliverables in accordance with Paragraph 2.1 (Review and Acceptance of Deliverables).

Deliverable	Due Date
Kick-off Meeting Agenda	Within 7 calendar days prior to scheduled Kick-off Meeting
Data from Partnership Members	Within 4 weeks of Kick-off Meeting
Partnership Members' 4-band aerial imagery, if available	Within 4 weeks of Kick-off Meeting

#### 1.2. Task 2: Acquire aerial imagery as follows:

- a. Determine which aerial imagery will be used for each Partnership Member. Options include the following:
  - i. Partnership Member's own 4-band aerial imagery (if available) that meets the requirements specified in Paragraph 1.1.b.iv above, at no additional cost.
  - ii. Purchase 2024, high resolution (6 inches per pixel, 4-band), commercially available from Hexagon for an additional cost to the Partnership Member (cost includes licensing and the total will be determined). Consultant

shall submit separate invoices to each Partnership Member that requires this purchase.

- b. Purchase the 2024, high resolution (6 inches per pixel, 4-band) aerial imagery (including licensing) from Hexagon for each Partnership Member's service area if Partnership Member will not be providing the aerial imagery in Task 1 (Paragraph 1.1.b.iv) above to perform the classification task.
- c. Deliverables: Submit the below deliverables in accordance with Paragraph 2.1 (Review and Acceptance of Deliverables).

Deliverable	Due Date
Partnership Member's own imagery (if available)	Within 4 weeks of Kick-Off Meeting
Aerial imagery (purchased from Hexagon)	Within 6 weeks of receiving all the required data requested in Paragraph 1.1.b

- 1.3. Task 3: Review and clean up GIS meter data (DIMs/MUMs) as follows:
  - a. Coordinate with each Partnership Member to obtain their most up-to-date Meter GIS Layer in GIS format (shapefile or gdb), which shows the meter location and includes the meter type (e.g., DIM, MUMs [if identified], Indoor Commercial, and Fire).
  - b. Perform any of the following subtasks as necessary based on the availability and accuracy of the meter data obtained from each Partnership Member:
    - i. Clean and standardize addresses.
    - ii. Geocode addresses.
    - iii. Reconcile non-matched addresses.
    - iv. Create a meter-to-CII parcel/APN link.
  - c. Deliverables: Submit the below deliverables in accordance with Paragraph 2.1 (Review and Acceptance of Deliverables).

Deliverable	Due Date
Prepared GIS Meter Layer (DIMs/Mums)	Within 36 weeks of completion of Task 2

- 1.4. Task 4: Create land use classification dataset as follows:
  - a. Create a land use classification dataset (LUCD) through imagery analysis and machine learning classification, using the latest available 4-band aerial imagery. Subtasks for this task include the following:
    - i. Process imagery data.
    - ii. Collect and assess training data.
    - iii. Develop classification model: Machine learning training and run/re-run.
    - iv. Perform classified image post-processing.

- v. Conduct internal quality control (QC) of classified image and any reclassification.
- vi. Conduct accuracy assessment analysis once classification has been finalized.
- vii. Create classified landcover polygons.
- viii. Provide CII Landscape Area Polygon Layer deliverables.
  - a) *Classified Image:*
    - (i) Prepare a pixel-based raster file in .tif format, showing all the identified and classified land cover classes, within the defined Project area.
  - b) *Classified CII Landscape Area Dataset:*
    - (i) Prepare the polygons of CII LUCD data, which is matched with the classified raster image.
    - (ii) Submit the polygons of the CII irrigated area in GIS (shapefile) format, by the polygon ID and class type, showing the classified map for CII areas. Combine class categories into the broader classification categories of Not-Irrigable (NI), Irrigable Irrigated (II), and Irrigable Not-Irrigated (INI), matching DWR program categories.
  - c) *Accuracy Assessment Results:*
    - (i) Perform the accuracy assessment analysis and report the accuracy for each classified category. The total accuracy shall be higher than 95%, and accuracy of each class to be in the range of 92%-100%. Accuracy at the DWR's broader 3-class level (II, INI, NI) shall be greater than 97%.
    - (ii) Prepare an Accuracy Assessment Report in the form of a confusion matrix table (Microsoft Excel format) that includes the following data:
      - (a) Accuracy for each class.
      - (b) Overall accuracy (sum of correctly classified samples by the total sum in the matrix).
      - (c) User's accuracy (commission error).
      - (d) Producer's accuracy (omission error).
      - (e) Kappa statistic (index of agreement).
- b. Distribute the deliverables to Partnership Members for review and feedback.
- c. Apply edits as they are received from Partnership Members.
- d. Deliverables: Submit the below deliverables in accordance with Paragraph 2.1 (Review and Acceptance of Deliverables).

<b>Deliverable</b>	<b>Due Date</b>
Draft Classified image	Within 28 weeks of completion of Task 2
Final Classified image	No later than December 31, 2026

Deliverable	Due Date
Draft Classified CII Landscape Area Dataset	Within 28 weeks of completion of Task 2
Final Classified CII Landscape Area Dataset	No later than December 31, 2026
Accuracy Assessment Report	No later than December 31, 2026

- 1.5. Task 5: Identify and map the NFT areas as follows:
- a. Process imagery data.
  - b. Review candidate parcels.
  - c. Identify NFT and conduct internal QC.
  - d. Estimate NFT LAM.
  - e. Distribute the captured NFT layer to Partnership Members for review and feedback.
  - f. Apply edits from Partnership Members as they are received.
  - g. Prepare the following deliverables:
    - i. *NFT GIS Polygon Layer*: Contains GIS layers for identified NFT areas, separated into three types (CII NFT, Median NFT, and HOA NFT) for targeted parcels. Deliverables also include a map showing the spatial distribution of NFTs within the Partnership Member's service areas.
      - a) CII NFT: Refers to the identified NFT areas inside parcels (e.g. parking lots) and outside parcels (e.g. streetscapes, parkway strips, and common areas) for all the CII parcels.
      - b) Median NFT: Refers to the identified NFT areas in street medians (Non-parcel areas).
      - c) HOA NFT: Refers to the NFT areas associated to parcels with Multi-Family Residential (Apartments/Condominiums Common areas, and Mobile Homes) land use codes. HOA NFT areas shall be captured to the extent visible and possible from imagery (primarily in HOA parkway strips).
    - ii. *NFT Area Measurements*: Include estimated square footage of NFT within service area of each Partnership Member. Additionally, provide a detailed excel table that includes the NFT measurement for all identified NFT polygons.
  - h. Distribute the deliverables to Partnership Members for review and feedback.
  - i. Apply edits as they are received from Partnership Members.
  - j. Deliverables: Submit the below deliverables in accordance with Paragraph 2.1 (Review and Acceptance of Deliverables).

Deliverable	Due Date
Draft NFT GIS Polygon Layer	Within 28 weeks of completion of Task 2
Final NFT GIS Polygon Layer	No later than December 31, 2026

<b>Deliverable</b>	<b>Due Date</b>
Draft NFT Area Measurements	Within 28 weeks of completion of Task 2
Final NFT Area Measurements	No later than December 31, 2026

1.6. Task 6: Identify and Map the Special Landscape Areas

- a. Review SLA parcels that are candidates for inclusion in the dataset.
- b. Identify SLAs and conduct internal QC.
- c. Distribute the identified SLA candidates to Partnership Members for review and feedback.
- d. Apply edits from Partnership Members as they are received.
- e. Provide SLA LAM estimation at CII DIM level (included in final deliverable).
- f. Prepare the following deliverables:
  - i. *SLA GIS Polygon Layer*: Provide a GIS polygon layer for identified SLA areas associated with CII parcels. List and map polygons of cemeteries; botanical gardens; arboretums; public and private parks and sports fields; and public pools within the service area.
  - ii. *SLA Area Measurements*: Provide a total square footage of spaces irrigated with recycled water, as well as a detailed Microsoft Excel table with SLA measurements for all identified areas within the Project area.
- g. Coordinate with each Partnership Member to share the results in a GIS dashboard hosted either by Consultant or on each Partnership Member's own server.
- h. Deliverables: Submit the below deliverables in accordance with Paragraph 2.1 (Review and Acceptance of Deliverables).

<b>Deliverable</b>	<b>Due Date</b>
Draft SLA GIS Polygon Layer	Within 28 weeks of completion of Task 2
Final SLA GIS Polygon Layer	No later than December 31, 2026
Draft SLA Area Measurements	Within 28 weeks of completion of Task 2
Final SLA Area Measurements	No later than December 31, 2026

1.7. Task 7: Create LAM per CII DIM/MUM as follows:

- a. Associate the captured CII irrigated area polygons (all irrigated landscapes derived from Task 4, including NFTs and SLAs) with the corresponding DIMs/MUMs, so that CII DIM LAM data is defined at the meter level. For cases such as MUMs, if a CII parcel with an irrigated landscape does not have an associated DIM, the Indoor Commercial meter will be considered as MUM.
- b. Develop LAM for all CII customer accounts, including those with DIMs and CII MUMs.
- c. Collaborate with each Partnership Member for assistance, field verification, and feedback to confirm the special cases.

- d. Prepare CII DIM and MUM Landscape Area Measurement dataset with the following criteria:
  - i. Define at the meter level in GIS and Excel formats.
  - ii. The estimated areas of CII DIM/MUM landscape measurement shall be in square feet.
- e. Conduct QC and apply edits provided by Partnership Members.
- f. Final Meeting. Schedule and conduct a meeting with all Partnership Members and Sonoma Water to review the final deliverables.
- g. Deliverables: Submit the below deliverables in accordance with Paragraph 2.1 (Review and Acceptance of Deliverables).

<b>Deliverable</b>	<b>Due Date</b>
Draft CII DIM and MUM Landscape Area Measurement dataset	Within 36 weeks of completion of Task 2
Final CII DIM and MUM Landscape Area Measurement dataset	Within 50 weeks of Effective Date
Final meeting agenda	Within 7 calendar days of scheduled meeting

1.8. Optional Task 8: Additional Services

- a. Do not proceed with this task unless requested in writing by Sonoma Water.
- b. Perform additional services as requested by Sonoma Water to support the work under this Agreement. The additional services will be agreed to by Consultant and Sonoma Water and described in writing by Sonoma Water.

<b>Deliverable</b>	<b>Due Date</b>
To be determined	To be determined

## 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 Consultant with comments or approval in writing.
- b. Subsequent Draft(s): If Sonoma Water requests revisions, revise the draft deliverable and resubmit for Sonoma Water approval.
- c. Final. Following Sonoma Water approval and prior to Sonoma Water's acceptance of work under this Agreement, submit the final approved deliverable to Sonoma Water in accordance with the date listed for this deliverable.

- 2.2. In addition to the requirements above, if any, submit one electronic copy in PDF format (emailed, on USB flash drive, or via internet) of each final deliverable to Sonoma Water.
- 2.3. Comply with requirements of Article 11 (Content Online Accessibility).
- 2.4. Include Agreement title and TW 23/24-061 on first page or cover of each deliverable.

DRAFT

## Exhibit B

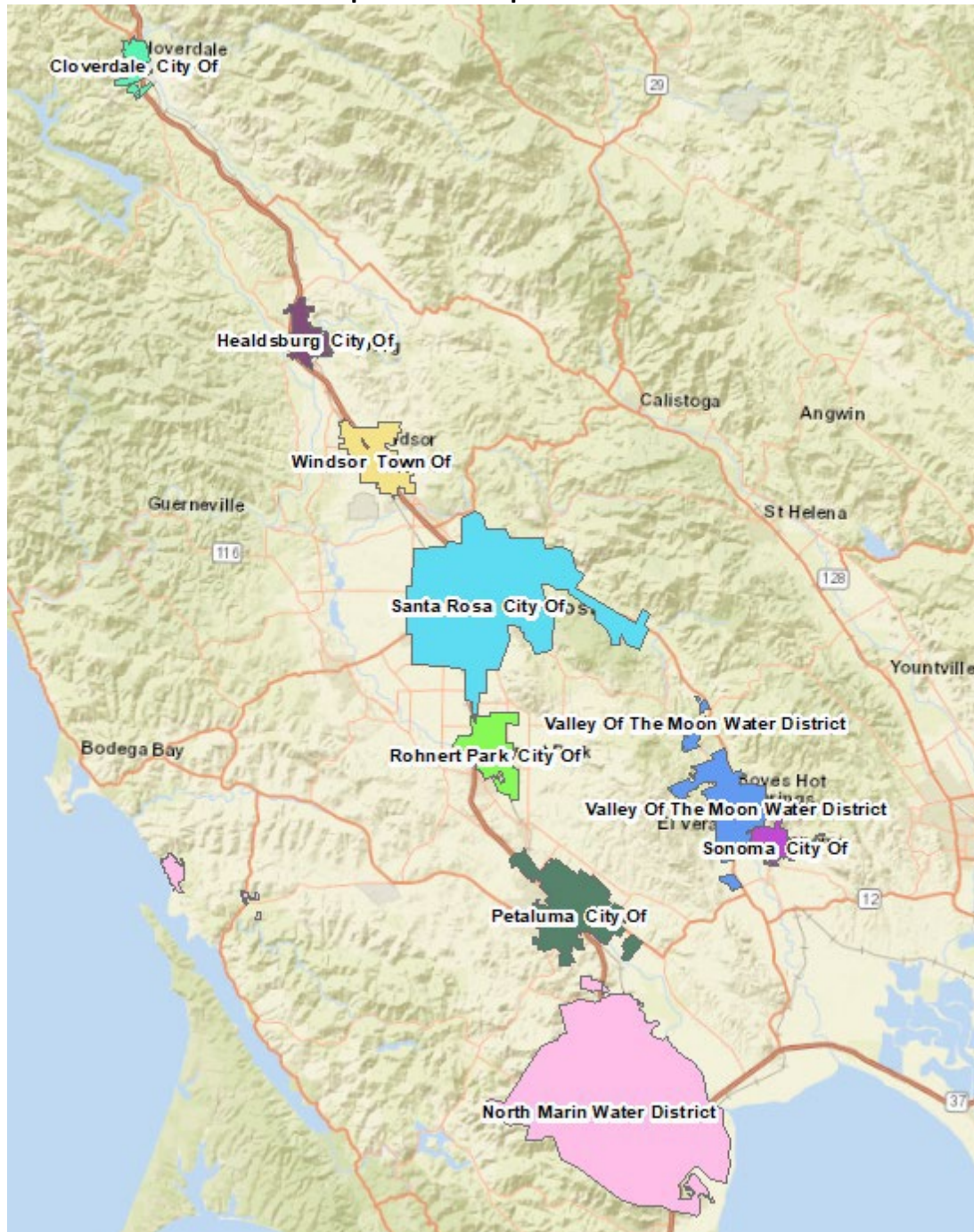
### Schedule of Costs

Partnership Member	Task 1: Kick-off Meeting	Task 2: Obtain Imagery	Task 3: Prepare Meter Data	Task 4: Create Land Cover Classification Dataset	Task 5: Identify, Map, Measure NFT	Task 6: Identify, Map, Measure SLAs	Task 7: Create LAM per CII - DIM/MUM	Sub Totals	Optional Task 8	Totals
City of Cloverdale	-	\$177	\$1,200	\$3,674	\$1,730	\$701	\$1,366	\$8,848	\$2,152	\$11,000
City of Healdsburg	-	\$219	\$1,200	\$6,108	\$2,876	\$1,166	\$2,271	\$13,840	\$2,160	\$16,000
City of Petaluma	-	\$718	\$2,400	\$13,376	\$6,298	\$2,553	\$4,973	\$30,318	\$4,682	\$35,000
City of Rohnert Park	-	\$336	\$2,000	\$10,681	\$5,029	\$2,039	\$3,971	\$24,056	\$3,944	\$28,000
City of Santa Rosa	-	\$1,788	\$2,400	\$31,031	\$14,610	\$5,923	\$11,537	\$67,289	\$5,711	\$73,000
City of Sonoma	-	\$227	\$1,920	\$6,059	\$2,852	\$1,156	\$2,252	\$14,466	\$2,534	\$17,000
North Marin Water District	-	\$1,767	\$2,400	\$14,680	\$6,911	\$2,802	\$5,457	\$34,017	\$5,983	\$40,000
Town of Windsor	-	\$653	\$1,920	\$6,137	\$2,889	\$1,171	\$2,282	\$15,052	\$2,948	\$18,000
Valley of the Moon Water District	-	\$659	\$1,200	\$4,190	\$1,973	\$800	\$1,558	\$10,380	\$1,620	\$12,000
								<b>\$218,266</b>	<b>\$31,734</b>	<b>\$250,000</b>



## Exhibit C

### Map - Partnership Service Area



## Exhibit D

### Insurance Requirements

With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

Sonoma Water reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

#### 1. INSURANCE

- 1.1. Workers Compensation and Employers Liability Insurance
  - a. Required if Consultant 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 Consultant currently has no employees as defined by the Labor Code of the State of California, Consultant agrees to obtain the above-specified Workers Compensation and Employers' Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.
- 1.2. General Liability Insurance
  - a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
  - b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, Sonoma Water requires and shall be entitled to coverage for the higher limits maintained by Consultant.
  - 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. Consultant is responsible for any deductible or self-insured retention and shall fund it upon Sonoma Water's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving Sonoma Water.

- d. Sonoma County Water Agency, its officers, agents, and employees, shall be endorsed as additional insureds for liability arising out of operations by or on behalf of Consultant in the performance of this Agreement.
- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in Insurance Services Office form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between the additional insureds and Consultant and include a "separation of insureds" or "severability" clause which treats each insured separately.
- h. Required Evidence of Insurance: Certificate of Insurance.

#### 1.3. Automobile Liability Insurance

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

#### 1.4. 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 23/24-061.
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with Sonoma Water for the entire term of this Agreement and any additional periods if specified in Sections 1.1, 1.2, or 1.3 above.

- c. The name and address for mailing Additional Insured endorsements and Certificates of Insurance is: Sonoma County Water Agency, 404 Aviation Boulevard, Santa Rosa, California 95403-9019.
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

1.6. Policy Obligations

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

1.7. Material Breach

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