

DRAFT Agreement for Watershed Academics to Enhance Regional Sustainability

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 State University**, a public university ("SSU"). 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. SSU represents that it is a duly qualified public university, experienced in research, education, training, and related services.
- B. Sonoma Water needs research and investigation services to improve the effectiveness of Sonoma Water's stream maintenance, water supply, energy, and sanitation services.
- C. Sonoma Water and SSU developed a program called the Watershed Academics to Enhance Regional Sustainability (WATERS) Collaborative (WATERS Collaborative) to support and expand existing interactions between Sonoma Water and SSU.
- D. The overarching goals of the WATERS Collaborative are to create a trained and local workforce of SSU graduates with knowledge, expertise, and interest in water management issues; increase and broaden the contributions of SSU students, faculty, and staff to Sonoma Water projects and programs; enhance public awareness and understanding of flood protection and water management issues and the value of the WATERS Collaborative; improve the effectiveness of Sonoma Water's stream maintenance, water supply, energy, and sanitation activities; and establish an administrative structure for the WATERS Collaborative.
- E. Under this Agreement, SSU will provide research and investigation services to improve the effectiveness of Sonoma Water's stream maintenance, water supply, energy, and sanitation services. In addition, SSU will create a restoration plan, train students in water research techniques, implement a student internship program, and conduct a water research symposium for faculty and students.

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: Lump Sums Breakdown of Costs.
- c. Exhibit C: Insurance Requirements.

3. **SCOPE OF SERVICES**

3.1. *SSU's Specified Services:* SSU 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:* SSU shall cooperate with Sonoma Water in the performance of all work hereunder. SSU shall coordinate the work with Sonoma Water's Project Manager. Contact information and mailing addresses:

Sonoma Water	SSU
Project Manager: Ryan Pedrotti 404 Aviation Boulevard Santa Rosa, California 95403-9019 Phone: 707-521-6209 Email: Ryan.Pedrotti@scwa.ca.gov	Contact: Kerry Wininger 1801 East Cotati Avenue Rohnert Park, CA 94928 Phone: 707-664-4056 Email: winingek@sonoma.edu
Remit invoices to:	Remit payments to:
Accounts Payable Same address as above or Email: ap.agreements@scwa.ca.gov	Attn: Nicole Hannah Sponsored Projects Administrator Sonoma State University/Financial Services Same address as above Phone: 707-664-3444 Email: Nicole.Hannah@sonoma.edu

3.3. *Performance Standard and Standard of Care:* SSU 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 SSU's work by Sonoma Water shall not operate as a waiver or release. Sonoma Water has relied upon the professional ability and training of SSU as a material inducement to enter into this Agreement. If Sonoma Water determines that any of SSU'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 SSU to meet with Sonoma Water to review the quality of the work and resolve matters of concern; (b) require SSU 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:*

- a. SSU 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 SSU to perform work hereunder, SSU shall remove such person or persons immediately upon receiving written notice from Sonoma Water.
- 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 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. SSU shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of Sonoma Water.
- c. In the event that any of SSU's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness, or other factors outside of SSU's control, SSU shall be responsible for timely provision of adequately qualified replacements.

4. **PAYMENT**

4.1. *Total Costs:* Total costs under this Agreement shall not exceed \$300,000.

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

- a. SSU shall be paid the amounts listed in the following table, regardless of the number of hours or length of time necessary for SSU to complete the services:

<i>Yearly Payments</i>	<i>Amount</i>
July 1, 2026, through June 30, 2027	\$100,000
July 1, 2027, through June 30, 2028	\$100,000
July 1, 2028, through June 30, 2029	\$100,000

- b. A breakdown of costs used to derive the lump sum amounts including, but not limited to, hourly rates, estimated travel expenses and other applicable expenses, is specified in Exhibit B (Lump Sums Breakdown of Costs), attached hereto and incorporated herein by this reference.
 - c. SSU shall not be entitled to any additional payment for any expenses incurred in completion of the services.
- 4.3. *Invoices:* SSU shall submit its bills in arrears upon final acceptance of work under each year, in a form approved by Sonoma Water. The bills shall show or include:
- a. SSU name.

- b. Agreement title and TW 25/26-104.
 - c. Sonoma Water's Project-Activity Code F0371D026, F0372D026, or F0373D026.
 - d. Task performed with an itemized description of services rendered by date.
 - e. Summary of work performed by subconsultants, as described in Paragraph 15.4.
- 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 SSU for services performed within the State of California under this Agreement, for payment and reporting to the California Franchise Tax Board, if SSU 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 SSU does not qualify, as described in Paragraph 4.5.a, Sonoma Water requires that a completed and signed Form 587 be provided by SSU in order for payments to be made. If SSU is qualified, as described in Paragraph 4.5.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, SSU agrees to promptly notify Sonoma Water of any changes in the facts. Forms should be sent to Sonoma Water pursuant to Article 16 (Method and Place of Giving Notice, Submitting Bills, and Making Payments) of this Agreement. To reduce the amount withheld, SSU has the option to provide Sonoma Water with either a full or partial waiver from the State of California.
- 4.6. *Funding:*
- a. Funding for this Agreement is as follows:
- | <i>Fiscal Year</i> | <i>Appropriation</i> |
|--------------------|----------------------|
| 2026/2027 | \$100,000 |
| 2027/2028 | \$100,000 |
| 2028/2029 | \$100,000 |
- b. Availability of Funding:
 - i. Funding is available for Fiscal Year 2026/2027.

- ii. Sonoma Water's performance under this Agreement in subsequent years is contingent upon appropriation of funds by Sonoma Water's Board of Directors. Sonoma Water shall have no liability under this Agreement if sufficient funds are not appropriated in subsequent fiscal years by Sonoma Water's Board of Directors for the purpose of this Agreement.
- iii. If funding for this Agreement for any fiscal year is reduced or eliminated by Sonoma Water's Board of Directors, Sonoma Water shall have the option to either terminate this Agreement in accordance with Article 6 (Termination) or offer an amendment to SSU to reflect the reduced amount.

5. TERM OF AGREEMENT

- 5.1. *Term of Agreement:* The term of this Agreement shall be from July 1, 2026 ("Effective Date"), to June 30, 2029, unless terminated earlier in accordance with the provisions of Article 6 (Termination).
- 5.2. *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 SSU 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 SSU.

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 SSU.
- 6.3. *Termination for Cause:* Notwithstanding any other provision of this Agreement, should SSU 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 SSU 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, SSU, 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 SSU or SSU'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, SSU 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 SSU 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 SSU 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 SSU.

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. SELF-INSURANCE

- 8.1. Each party shall maintain a program of self-insurance or excess insurance or any combination thereof and shall name the other party as an additional insured thereon to protect against any liability for bodily injury or property damage arising out of or in connection with the performance of the insuring party, its officers, agents, and employees, under this Agreement. The liability coverage under such program of self-insurance or excess insurance shall not be less than \$1,000,000 (one million dollars) for each occurrence. Each party shall supply a certificate of self-insurance to the other party on or before the time of execution

of this Agreement by the parties. Each party shall notify the other party in writing prior to any termination of such self-insurance program.

9. PROSECUTION OF WORK

- 9.1. SSU 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 SSU's performance of this Agreement shall be extended by a number of days equal to the number of days SSU 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 SSU 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 SSU shall be entitled to no compensation whatsoever for the performance of such work. SSU 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, SSU shall identify the anticipated accessibility deficiency prior to commencement of any work to produce such deliverables. SSU 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 SSU. 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 SSU in writing. Upon such notice, SSU 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 SSU for Sonoma Water, Sonoma Water may have any necessary changes or repairs performed by itself or by another contractor. In such event, SSU 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 SSU

- 12.1. *Status of SSU:* The parties intend that SSU, 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. SSU 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), SSU 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:* SSU 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. SSU 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 SSU becomes debarred, SSU has the obligation to inform Sonoma Water.
- 12.3. *Taxes:* SSU 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. SSU 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 SSU'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, SSU agrees to furnish Sonoma Water with proof of payment of taxes on these earnings.
- 12.4. *Records Maintenance:* SSU 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. SSU shall maintain such records for a period of four (4) years following completion of work hereunder.
- 12.5. *Conflict of Interest:* SSU 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. SSU 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, SSU 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:* SSU 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, SSU 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:* SSU 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:* SSU 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:* SSU 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 SSU in connection with this Agreement. SSU 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. SSU's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the work as Sonoma Water may direct, and refraining from disclosing any versions of the work to any third party without first obtaining written permission of Sonoma Water. SSU shall not use or permit another to use the work 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 SSU or SSU'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, SSU 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. SSU 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 SSU.
- 12.12. *Nondisclosure of Confidential Information:* While doing the work required by this Agreement, SSU may have access to technical information and materials pertaining to Sonoma Water's sensitive information or data determined by Sonoma Water 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 of Confidential Information to SSU, SSU and its agents shall hold any material or information designated by Sonoma Water 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, 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, SSU shall give Sonoma Water written notice and a copy of the request and the time period, if any, within which SSU is required to respond to the request. Upon termination of this Agreement, SSU shall return Confidential Information in its possession, including copies, to Sonoma Water. SSU'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, SSU 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. PREVAILING WAGES

- 13.1. *Prevailing Wage Exemption; No Subcontracting:* Because all work to be performed pursuant to this Agreement will be performed by SSU employees, the parties agree that the work is exempt from California prevailing wage requirements. SSU shall not subcontract any portion of the work, except as Sonoma Water may specifically authorize (after a review of any implications under California's prevailing wage laws).

14. DEMAND FOR ASSURANCE

- 14.1. 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 14 limits Sonoma Water's right to terminate this Agreement pursuant to Article 6 (Termination).

15. ASSIGNMENT AND DELEGATION

- 15.1. *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.
- 15.2. *Subcontracts:* Notwithstanding the foregoing, SSU 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.
- 15.3. *Change of Subcontractors or Subconsultants:* If, after execution of the Agreement, parties agree that subconsultants not listed in Paragraph 15.2 will be utilized, SSU may enter into subcontracts with subconsultants to perform other specific duties pursuant to the provisions of this Paragraph 15.2. The following provisions apply to any subcontract entered into by SSU other than those listed in Paragraph 15.2:
 - a. Prior to entering into any contract with subconsultant, SSU 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(Mutual 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.
- 15.4. *Summary of Subconsultants' Work:* SSU shall provide Sonoma Water 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.

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

- 16.1. *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.

- 16.2. *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 16.

17. MISCELLANEOUS PROVISIONS

- 17.1. *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.
- 17.2. *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.
- 17.3. *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. SSU 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. SSU and Sonoma Water acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.
- 17.4. *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.

- 17.5. *No Third-Party Beneficiaries:* Except as provided in Article 7(Mutual Indemnification), nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.
- 17.6. *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.
- 17.7. *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.
- 17.8. *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.
- 17.9. *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.
- 17.10. *Time of Essence:* Time is and shall be of the essence of this Agreement and every provision hereof.
- 17.11. *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.

TW 25/26-104

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

Insurance Documentation is on file with
Sonoma Water

Date/TW Initials: _____

Sonoma County Water Agency

Sonoma State University, a public
university

By: _____
Grant Davis
General Manager
Authorized per Sonoma County Water
Agency's Board of Directors Action on July
14, 2026

By: _____

Name: _____

Title: _____

Date: _____

Date: _____

Exhibit A

Scope of Work

1. TASKS

1.1. Task 1: Copeland Creek Restoration

- a. Develop plan for restoration of the riparian zone along the SSU campus portion of Copeland Creek (approximately 1 mile). Restoration work includes, but is not limited to, the following:
 - i. Restoration Planning: Design a detailed restoration plan for Copeland Creek on the SSU campus.
 - ii. Native Plant Propagation and Planting: Propagate native plants and distribute to restoration sites. Plant native species along Copeland Creek in accordance with the restoration plan.
 - iii. Monitoring: Assess the success of restoration efforts annually.
 - iv. Reporting: Prepare a restoration plan that includes, but is not limited to, the items below.
 - a) Table of Contents.
 - b) New drafts of restoration plans.
 - c) Description of areas of invasive and non-native species to be treated.
 - d) Number and species of plants to be propagated and a planting plan.
 - e) Description of the area to be restored.
 - f) Proposed success criteria for restoration efforts.
 - g) A detailed description of the work performed, including methodology, literature reviewed, and individuals and agencies contacted.
 - h) Other information to support the report or as requested by Sonoma Water.
- b. Deliverables: Submit the below deliverables in accordance with Paragraph 2.1 (Review and Acceptance of Deliverables).

Deliverable	Due Date
Report of native plant propagation	June 15 of each calendar year
Draft restoration plan	June 15 of first calendar year
Final restoration plan	Within 14 calendar days of Sonoma Water's approval of the draft.

1.2. Task 2: Water and Land Use Planning Integration

- a. Teach a land use and water resources planning and management course that exposes students to the history and practice of water resources management

and comprehensive local government planning and the potential for their integration.

- b. Guide students in analyzing city and county planning efforts and developing goals, policies, and implementation actions that integrate land use and water resources planning. Provide three SSU faculty-recommended student water resource recommendation reports.
- c. Develop and implement a collaborative student internship program with Sonoma Water and another organization/agency such as Permit Sonoma.
- d. Deliverables: Submit the below deliverables in accordance with Paragraph 2.1 (Review and Acceptance of Deliverables).

Deliverable	Due Date
Three student water resource recommendation reports	June 15 of each calendar year
Draft internship program description	June 15, 2027
Final internship program description	July 15, 2027
Annotated list of interns and agency hosts	June 15 of each calendar year

1.3. Task 3: Laguna Water Quality and Invasives Research Soil and Water Assessment Tool Team

- a. Develop the Laguna Water Quality and Invasives Research Soil and Water Assessment Team (SWAT) to train students in water research techniques. The SWAT shall consist of 10-16 students and one faculty member who will work on priority research topics identified by Sonoma Water.
- b. During the fall and spring semesters, teach a course in water research topics and techniques to the SWAT in which the faculty and students address the priority research topic identified by Sonoma Water.
- c. Meet with Sonoma Water to discuss research questions and methods for the course.
 - i. Prior to each meeting, send a meeting agenda to Sonoma Water.
 - ii. After the meeting, provide meeting notes and action items, including questions and methods developed during the meeting, to Sonoma Water for review.
- d. By the final day of the course at SSU, present to Sonoma Water the results of research completed during the course.
- e. Present research results from the course at the Water Research Symposium during the annual SSU Week of Research & Creativity.
- f. Deliverables: Submit the below deliverables in accordance with Paragraph 2.1(Review and Acceptance of Deliverables).

Deliverable	Due Date
Meeting with Sonoma Water	2-6 months before the course
Meeting Agendas	One calendar day prior to each meeting
Meeting notes and action items	One week after each meeting
Draft course research questions and methods	One month before course
Final course research questions and methods	Within 14 calendar days of Sonoma Water's approval of the draft.
Research results presentation to Sonoma Water	By the final day of the course

1.4. Task 4: Water Research Grants and Water Research Symposium

- a. Develop a call for proposals for grant funding of water and watershed research and submit to Sonoma Water for review.
- b. Review submitted proposals and submit list of awarded proposals to Sonoma Water.
- c. Conduct a Water Research Symposium during the annual SSU Week of Research & Creativity.
- d. Before the Water Research Symposium, host an event for donors and research partners.
- e. Present results of work performed in Tasks 1.1 through 1.3 at the Water Research Symposium.
- f. Deliverables: Submit the below deliverables in accordance with Paragraph 2.1(Review and Acceptance of Deliverables).

Deliverable	Due Date
Draft call for proposals	September 1, 2026
Final call for proposals	Within 14 calendar days of Sonoma Water's approval of the draft.

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 SSU 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 25/26-104 on first page or cover of each deliverable.

DRAFT

Exhibit B

Lump Sums Breakdown of Costs

Task	Cost per Year
Task 1: Copeland Creek Restoration	\$40,871
Task 2: Water and Land Use Planning Integration	\$7,369
Task 3: Laguna Water Quality and Invasives Research Soil and Water Assessment Tool Team	\$16,183
Task 4: Water Research Grants and Water Research Symposium	\$15,577
Yearly subtotal	\$80,000
25% Indirect costs	\$20,000
TOTAL Annual Budget	\$100,000
TOTAL 3-Year Budget	\$300,000

Exhibit C

Insurance Requirements

With respect to performance of work under this Agreement, SSU 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 termination or completion of 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 SSU 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 SSU 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 evidencing coverage meeting the above requirements.
- e. If SSU currently has no employees as defined by the Labor Code of the State of California, SSU 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 written on an occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01 or equivalent. Coverage shall include premises and operations, products and completed operations, contractual liability, and personal and advertising injury.
- 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 SSU maintains higher limits than the specified minimum limits, Sonoma Water requires and shall be entitled to coverage for the higher limits maintained by SSU.

- 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. SSU is responsible for any deductible or self-insured retention and shall fund it upon Sonoma Water's written request, regardless of whether SSU 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 included as additional insureds for liability arising out of operations by or on behalf of SSU in the performance of this Agreement by endorsement or under policy language providing automatic coverage to any person or organization required by written contract to be an additional insured.
- 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 SSU and include a "separation of insureds" or "severability" clause which treats each insured separately.
- h. Required Evidence of Insurance: Certificate of Insurance evidencing coverage meeting the above requirements.

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 SSU currently owns no autos, SSU 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 25/26-104.

- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. SSU 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, 1.3, or **Error! Reference source not found.**, 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, replacement, or extension of any required policy and in no event later than the effective date of such renewal, replacement, or extension.
 - e. SSU 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. SSU's indemnity and other obligations shall not be limited by the foregoing insurance requirements.
- 1.7. Material Breach
- a. If SSU 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 SSU resulting from said breach. Alternatively, Sonoma Water may purchase the required insurance, and without further notice to SSU, Sonoma Water may deduct from sums due to SSU any premium costs advanced by Sonoma Water for such insurance. These remedies shall be in addition to any other remedies available to Sonoma Water.