

DRAFT Second Amended and Restated Agreement for Quagga and Zebra Mussel Inspection Program at Lake Mendocino

This second amended and restated agreement (“Second Amended and Restated Agreement” or “Agreement”) is by and between **Sonoma County Water Agency**, a body corporate and politic of the State of California (“Sonoma Water”) and **Dogs with Jobs, LLC, dba Mussel Dogs**, a limited liability company (“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 detection canine firm, experienced in quagga and zebra mussel inspections, demonstrations, training, and related services.
- B. Quagga and zebra mussels are invasive mussels that, if introduced into a waterway, can devastate the natural environment, clog water and flood protection infrastructure, and cost millions of dollars in maintenance.
- C. Sonoma Water is a member of the North Coast Mussel Prevention Consortium and is working with the North Coast Mussel Prevention Consortium’s partner agencies to implement watercraft inspections at Lake Mendocino.
- D. Sonoma Water applied to the California State Parks Division of Boating and Waterways (DBW) Quagga and Zebra Mussel Infestation Prevention Grant Program to fund inspection programs at Lake Mendocino.
- E. Lake Mendocino subsequently was awarded \$400,000 in grant funds from the program.
- F. Sonoma Water requires Consultant's expertise and assistance to continue the inspections and to provide training for watercraft inspectors.
- G. Due to the unusual series of atmospheric rivers that occurred in January 2023, Lake Mendocino water levels abruptly rebounded to levels suitable for boating. Consequently, Consultant’s services were needed months earlier than anticipated. To meet this early demand for inspections, Sonoma Water and Consultant entered into this Agreement on January 12, 2023, in the amount of \$50,000.
- H. The First Amended and Restated Agreement increased the amount by \$575,000, and extended the Agreement term by 18 months to cover two inspection seasons, for a new not-to-exceed Agreement total of \$625,000 and end date of September 27, 2024.
- I. Due to a higher level of services required from Consultant, including additional inspectors to cover the two ramps and high levels of boaters at Lake Mendocino, grant funds have been expended prior to the term end of the Agreement. It is critical that the inspection program continue throughout the remainder of the peak boating season at Lake Mendocino.

- J. Under this Second Amended and Restated Agreement, Sonoma Water will fund the remainder of the Agreement term in the amount of \$100,000 for Consultant to continue the inspection program at Lake Mendocino.
- K. This Second Amended and Restated Agreement supersedes all previous agreements and amendments between the parties.

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: Funding Award Documents – General Terms and Conditions.
 - d. Exhibit D: Funding Award Documents – Special Terms and Conditions.
 - e. Exhibit E: 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:

Sonoma Water	Consultant
Project Manager: Ryan Pedrotti Phone: 707-521-6209 Email: Ryan.Pedrotti@scwa.ca.gov Contract Manager: Devin Chatoian Phone: 707-524-3783 Email: devin.chatoian@scwa.ca.gov 404 Aviation Boulevard Santa Rosa, California 95403-9019	Contact: Debra DeShon 5642 Hinds Road Oakdale, California 95361 Phone: 209-853-2812 Email: deshon@musseldogs.info
Remit invoices to:	Remit payments to:
Accounts Payable Same address as above or Email: ap.agreements@scwa.ca.gov	Same address as above

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, including all state and local orders and guidance related to COVID-19 as may be amended from time to time, 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:*

- a. 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.
- 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. Consultant 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 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 \$725,000.
- 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). Billed hourly rates shall include all costs for overhead and any other charges, other than expenses specifically identified in Exhibit B.
 - 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 work completed for the period, in a form approved by Sonoma Water. The bills shall show or include:
 - a. Consultant name.
 - b. Agreement title and TW 22/23-055B.
 - c. Sonoma Water's Project-Activity Codes W0104P006 and W0104C006.
 - d. Task performed with an itemized description of services rendered by date.
 - e. Summary of work performed by subconsultants, as described in Paragraph 14.4.
 - f. Time in quarter hours devoted to the task.
 - g. Hourly rate or rates of the persons performing the task.
- 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 4.5.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 4.5.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, 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.

4.6. *Funding:*

- a. Funding for this Agreement is as follows:

<i>Fiscal Years</i>	<i>Appropriation</i>
2022/2023	\$280,000
2023/2024	\$345,000
2024/2025	\$100,000

- b. Availability of Funding:
 - i. Funding is available for Fiscal Years shown in the above table.
 - 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 Consultant to reflect the reduced amount.

- 4.7. *State or Grant Funding:* Consultant is informed and aware that this Agreement is funded by a grant from the State of California Department of Boating and Waterways (award number C22Q0809), which grant is conditioned upon various terms that apply to Consultant. Consultant has reviewed the funding award documents attached hereto as Exhibit C (Funding Award Documents – General Terms and Conditions) and Exhibit D (Funding Award Documents – Special Terms

and Conditions) and hereby agrees to comply with them to the extent they apply to a subconsultant.

5. TERM OF AGREEMENT AND COMMENCEMENT OF WORK

5.1. Term of Agreement:

- a. The term of this Agreement shall be from January 12, 2023 (“Effective Date”) to September 27, 2024, unless terminated earlier in accordance with the provisions of Article 6 (Termination).
- b. Sonoma Water shall have two options to extend this Agreement for a period of one year each by providing written notice to Consultant thirty days in advance of the expiration date noted in this Article and of the first extension option.

5.2. Commencement of Work: Consultant is authorized to proceed immediately with the performance of this Agreement upon the Effective Date of this Agreement.

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 12.11 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.

- 6.6. *Change in Funding:* Consultant understands and agrees that Sonoma Water shall have the right to terminate this Agreement immediately upon written notice to Consultant in the event that (1) any state or federal agency or other funder reduces, withholds or terminates funding which Sonoma Water anticipated using to pay Consultant for services provided under this Agreement or (2) Sonoma Water has exhausted all funds legally available for payments due under this Agreement.

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 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 E (Insurance Requirements).

9. PROSECUTION OF WORK

9.1. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for 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. *Certification:* With each final receivable intended for public distribution (report, presentations posted to the internet, public outreach materials), Consultant shall include a descriptive summary describing how all deliverable documents were assessed for accessibility (e.g., Microsoft Word accessibility check; Adobe Acrobat accessibility check, or other commonly accepted compliance check).
- 11.4. *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 staff in the development of alternate document formats to maximize the facilitative features of the impacted document(s); e.g., embedding the document with alt-tags that describe complex data/tables.
- 11.5. *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.
- 11.6. *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.
- 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 and State for inspection at any reasonable time. Consultant shall maintain such records for a period of five (5) years following completion of work hereunder.
- 12.5. *Accounting and Audits:* Consultant agrees that Sonoma Water and the State shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Sonoma Water or the State, as its option, may call for an audit of financial information relative to the work under this Agreement, where a determination is made that an audit is desirable to assure program integrity or where such an audit becomes necessary because of federal and/or state requirement. The audit shall be in the form required by the DBW. Consultant agrees to maintain such records for a possible audit for a minimum of five (5) years after the final payment, unless a

longer period of records retention is stipulated. Consultant agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Consultant agrees to include a similar right of the State to audit records and interview staff in any contract related to performance of this Agreement (Gov. Code § 8546.7; Pub. Contract Code, § 10115 et seq.). Consultant shall comply with the Single Audit Act and the reporting requirements set forth in OMB Circular A-21., A-87, A-133, and 48 C.F.R. Part 31, as applicable.

- 12.6. *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.
- 12.7. *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.
- 12.8. *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. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.
 - a. During the performance of this Agreement, Consultant and its subconsultants and contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability,

medical condition (cancer), age (over 40), marital status, and denial of family care leave.

- b. Consultant, its subconsultants, and contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- c. Consultant, its subconsultants, and contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, § 12990) and the applicable regulations promulgated thereunder (California Code Regulations, tit. 2, § 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- d. Consultant, its subconsultants, and contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement, if any.
- e. Consultant shall include the nondiscrimination and compliance provisions of this Agreement in all subcontracts to perform work under the Agreement.

12.9. *Drug-Free Workplace Certification (Certification of Compliance)*: By signing this Agreement, Consultant, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355(a)(1).
- b. Establish a Drug-Free Awareness Program, as required by Government Code section 8355(a)(2) to inform employees, contractors, or subcontractors about all of the following:
 - i. The dangers of drug abuse in the workplace,
 - ii. Consultant's policy of maintaining a drug-free workplace,
 - iii. Any available counseling, rehabilitation, and employee assistance programs, and
 - iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
- c. Provide, as required by Government Code section 8355(a)(3), that every employee, contractor, and/or subcontractor who works under this Agreement:
 - i. Will receive a copy of Consultant's drug-free policy statement, and

- ii. Will agree to abide by terms of Consultant's condition of employment, contract or subcontract.
- 12.10. *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 plans and specifications, 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.
- 12.11. *Ownership of Work Product:* All reports, drawings, graphics, plans, and studies, in their final form and 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. Consultant shall deliver such materials to Sonoma Water upon request in their final form and format. Such materials shall be and will remain the property of Sonoma Water without restriction or limitation. Document drafts, notes, and emails of Consultant and Consultant's subcontractors, consultants, and other agents shall remain the property of those persons or entities.
- 12.12. *State Disclosure Requirement:* Include the following disclosure statement in any training document, funded by this Agreement:
- a. "Funding of this project has been provided in full or in part through an agreement with the California State Parks Division of Boating and Waterways (DBW). The contents of this [insert document, as applicable] do not necessarily reflect the views and policies of the DBW, nor does mention of trade names or commercial products constitute endorsement or recommendation of their use."
- 12.13. *Environmentally Sustainable Business Practices:* Consultant shall incorporate, to every extent possible, environmentally sustainable business practices for all work funded by this Agreement. Such practices include, but are not limited to: green meeting principles (e.g., web-based meetings, mass transit options, carpooling, electronic materials, non-disposable supplies etc.) and conscientious use of paper (e.g., recycled content paper, double-sided printing for all deliverables [including those collected from sub-recipients], etc.). To the fullest extent possible, all water conservation practices shall be put in effect. When developing materials, Consultant and any subcontractors must consider waste reduction and recycled content.

- 12.14. *Labor*: Consultant certifies that it, its employees, its subconsultants and its subconsultants' employees receiving any funds pursuant to this Agreement, shall not engage in severe forms of trafficking in persons during the term of this Agreement; procure a commercial sex act during the terms of this Agreement; or use forced labor in the performance of this Agreement or any subcontracts awarded pursuant to this Agreement.
- 12.15. *ACORN*: Consultant certifies that it is not a subsidiary of the Association of Community Organization for Reform Now (ACORN). Consultant further certifies that no funds provided pursuant to this Agreement may be used for sub-awards, sub-grants, and/contracts to ACORN or any of its subsidiaries. Consultant acknowledges that this condition is a material condition of this Agreement. Any violation of this paragraph shall result in termination of this Agreement and Consultant shall repay any and all funds disbursed hereunder.
- 12.16. *Accommodating Persons with Disabilities*: Any electronic and information technology systems or products funded through this Agreement must include usability features or functions that accommodate the needs of persons with disabilities (including those who use assistive technology).

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.
 - c. Outreach to Disadvantaged Business Enterprises (DBE) is required for additional subconsultants. Contact the Grant Manager for further information prior to entering into any contract with a subconsultant.
- 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 4.3. 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.

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 facsimile, electronic mail (including PDF), or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered, be valid and effective for all purposes, and shall have the same legal force and effect as an original document. This Agreement, and any counterpart, may be electronically signed by each or any of the parties through the use of any commercially-available digital and/or electronic signature software or other electronic signature method in compliance with the U.S. federal E-SIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civil Code § 1633.1 et seq.), or other applicable law. By its use of any electronic signature below, the signing party agrees to have conducted this transaction and to execution of this Agreement by electronic means.

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

Reviewed as to funds:

TW 22/23-055B

By: _____
Sonoma County Water Agency
Division Manager - Administrative
Services

Approved as to form:

By: _____
Adam Brand, Deputy County Counsel

Insurance Documentation is on file with
Sonoma Water

Date/TW Initials: crt 5/23/24

Sonoma County Water Agency

**Dogs with Jobs, LLC, dba Mussel Dogs, a
limited liability company**

By: _____
Grant Davis
General Manager
Authorized per Sonoma County Water
Agency's Board of Directors Action on
July 16, 2024

By: _____
Debra DeShon
Owner

Date: _____

Date: _____

Exhibit A

Scope of Work

1. TASKS

1.1. Task 1: Boat Ramp Inspections

- a. Provide up to 730 full days of inspections at Lake Mendocino using the latest California Department of Fish and Wildlife (CDFW) and California Natural Resources Agency (CNRA) guidelines.
- b. Provide sufficient teams to implement daily inspection program. During anticipated busy days (e.g., peak weekends), a minimum of one canine team, defined as a canine and handler and one boat ramp inspector, shall be present. During anticipated slow days (e.g., offseason middle of the week), a minimum of two boat ramp inspectors.
- c. Provide mussel odor at each canine inspection.
- d. If mussels are used for canine inspection, prior to starting work, provide proof of California Department of Fish and Wildlife permit for carrying mussels to Sonoma Water.
- e. Conduct survey using questions provided by Sonoma Water with boaters at the Inspection Station while watercraft is being inspected during anticipated slow days. Surveys may be conducted during anticipated busy days if time permits. Compile survey results and submit to Sonoma Water in accordance with date listed for this deliverable.
- f. Assist Sonoma Water in coordinating quarantine of contaminated or at-risk vessels, as needed.
- g. Submit documentation of boat ramp inspections at Lake Mendocino, including data on number of watercraft inspected and results of inspections. Submit in accordance with dates listed for this deliverable.

Deliverable	Due Date
Proof of California Department of Fish and Wildlife permit for carrying mussels	Prior to starting work if applicable
Documentation of boat ramp inspections and surveys at Lake Mendocino	As mutually agreed upon in writing by the parties, but no later than September 27 of 2023, and 2024 respectively.

1.2. Task 2: Training (as needed)

- a. Provide a one-day boat inspection training at Lake Mendocino for new staff.
- b. Focus training on educating watercraft mussel prevention inspectors to properly inspect boats for mussels.

- c. Conduct training based on the North Coast Consortium Prevention Plan. The prevention plan is available at www.dontmoveamussel.com.
- d. Use the latest CDFW and CNRA inspection guidelines.
- e. Class maximum: 16 people.
- f. Supply agendas, training materials, manuals, and guidelines.
- g. Coordinate with U.S. Army Corp of Engineers.
- h. Sonoma Water will coordinate the exact location for training and arrange for example boats for training.
- i. Provide a list of training attendees to Sonoma Water.

Deliverable	Due Date
Training session, agendas, training materials, manuals and guidelines used	To be determined
Copies of staff training certification	Within 14 calendar days of training session
List of training attendees	Within 14 calendar days of training session

1.3. Task 3: Public Appearances

- a. Provide a canine and a handler for public appearances at the request of Sonoma Water at events.

Deliverable	Due Date
To be determined	To be determined

2. DELIVERABLES

- 2.1. Submit one electronic copy in PDF format (emailed, on USB flash drive, or via internet) of each final deliverable to Sonoma Water.
- 2.2. Comply with requirements of Article 11 (Content Online Accessibility).
- 2.3. Upon completion of Agreement tasks and deliverables, complete DBW Contractor's Release Form, including statement of tasks completed and full payment received.
- 2.4. Include Agreement title and TW 22/23-055B on first page or cover of each deliverable.

Exhibit B

Schedule of Costs

Description	Rate
Consultant	\$600 per day in person
	\$62 per hour by phone
Boat ramp staffing 1 to 2 canines and handler	\$112 per hour
Boat ramp staffing screeners	\$35 per hour per screener
Add-ons	Rate
Boat inspection training	\$1,000 per day
Public appearances	\$750 per day

Exhibit C

Funding Award Documents – General Terms and Conditions

This Exhibit is the State of California's General Terms & Conditions (GTC 610) 4/2017. For the purposes of this Grant Agreement, "Contractor" is "Grantee".

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. **RECYCLING CERTIFICATION**: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. **NON-DISCRIMINATION CLAUSE**: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)
- Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.
11. **CERTIFICATION CLAUSES**: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. **TIMELINESS**: Time is of the essence in this Agreement.
13. **COMPENSATION**: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. **GOVERNING LAW**: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. **ANTITRUST CLAIMS**: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

- a. The Government Code Chapter on Antitrust claims contains the following definitions:
 - i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - ii. "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
 - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
 - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
 - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.
16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

Exhibit D

Funding Award Documents – Special Terms and Conditions

EXHIBIT D
SPECIAL TERMS and CONDITIONS

1. **APPROVAL.** The Grantee will not proceed with any work on the Project until authorized by California State Parks Division of Boating and Waterways (DBW).
2. **CALIFORNIA STATE PARKS, DIVISION OF BOATING AND WATERWAYS ACTION, COSTS, AND ATTORNEY FEES.** The Grantee agrees that any remedy provided in the Agreement is in addition to and not in derogation of any other legal or equitable remedy available to DBW as a result of breach of this Agreement by the Grantee, whether such breach occurs before or after the completion of the Project, and exercise of any remedy provided by this Agreement by DBW shall not preclude DBW from pursuing any legal remedy or right which would otherwise be available in law or equity. In the event of litigation between the parties hereto arising from this Agreement, it is agreed that each party shall bear its own filing costs and attorney fees.
3. **COMPLIANCE WITH LAW, REGULATIONS, ETC.** The Grantee agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal, state laws, rules, guidelines, regulations, and requirements. Without limitation of the foregoing, the Grantee agrees that, to the extent applicable, the Grantee will comply with the provisions of an adopted environmental mitigation plan for the term of this Agreement, or the useful life of the Project, whichever is longer.
4. **CONFLICT OF INTEREST.** The Grantee certifies that it is in compliance with applicable state and/or federal conflict of interest laws.
5. **CONTINUOUS USE OF PROJECT; LEASE OR DISPOSAL OF PROJECT.** The Grantee agrees that, except as provided in the Agreement, it will not abandon, substantially discontinue use of lease, or dispose of the Project or any significant part or portion thereof during the useful life of the Project without prior written approval of the Deputy Director of DBW. Such approval may be conditional as determined by the Deputy Director or his/her designee to be appropriate, including a condition requiring repayment by the Grantee of all grant funds or any portion of all remaining grant funds covered by this Agreement together with accrued interest and any penalty assessments which may be due.
6. **DISPUTES.** The Grantee shall continue with its responsibilities under this Agreement during any dispute. Any dispute arising under this Agreement, which is not otherwise disposed of by informal agreement shall be decided by the Deputy Director of DBW, or his or her authorized representative. Such decision shall be reduced to writing and a copy thereof furnished to the Grantee and to the DBW Deputy Director. The decision of DBW shall be final and conclusive unless, within thirty (30) calendar days after mailing of the DBW decision to the Grantee, the Grantee mails or otherwise furnishes a written appeal of the decision to the DBW Deputy Director. The decision of the DBW Deputy Director on appeal shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal under this clause, the Grantee shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Grantee shall continue to fulfill and comply with all the terms, provisions, commitments, and requirements of this Agreement. This clause does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of DBW, or any official or representative thereof, on any question of law.

7. ENVIRONMENTAL COMPLIANCE

- a. Projects supported by grant funds must comply with the California Environmental Quality Act (CEQA) requirements; CEQA exemptions may apply. Work on the Project or task, as applicable, shall not begin until DBW has received an adopted CEQA document and/or notice from the California State Clearinghouse that the process has been completed. If work is conducted on federal land, the Grantee must also comply with the National Environmental Policy Act (NEPA). Proceeding with work subject to CEQA and/or NEPA without submitting the environmental documentation to DBW, shall constitute a material breach of this Agreement.
 - b. No work that is subject to an Environmental Impact Report or a Mitigated Negative Declaration may proceed until and unless approved by DBW. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required.
 - c. If the Project or task, as applicable, includes modification to a reservoir, the Grantee shall fully mitigate the environmental impact resulting from the modification. The Grantee shall provide documentation to DBW that the environmental impacts resulting from such modification will be fully mitigated considering all of the impacts of the Project, and whether, on balance, any environmental enhancement or benefit equals or exceeds any negative environmental impacts of the Project or task.
8. **EXCISE TAX:** The State of California is exempt from federal excise taxes, and no reimbursement will be made for any excise taxes levied on Grantee's purchases.
9. **FORCE MAJEURE.** Except for defaults of subcontractors neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations superimposed after the fact. If a delay or failure in performance by Grantee arises out of a default of its subcontractor, and if such default of its subcontractor arises out of causes beyond the control of both Grantee and subcontractor, and without the fault or negligence of either of them, Grantee shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by subcontractor were obtainable from other sources in sufficient time to permit Grantee to meet the required performance schedule.
10. **FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS.** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures shall be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of state law or this Agreement. The Grantee further agrees that it shall maintain separate Project accounts in accordance with generally accepted accounting principles.
11. **GRANTEE'S RESPONSIBILITY FOR WORK.** The Grantee shall be responsible for all work and for all persons and entities engaged in work performance pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors.

The State shall not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.

12. **INCOME RESTRICTIONS.** The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Agreement shall be paid by the Grantee to DBW, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by DBW under this Agreement.
13. **INSPECTION.** The DBW, the Bureau of State Audits, the Office of Inspector General, or any authorized representative for the forgoing, shall have suitable access to the Project site or Project records at all reasonable times during Project implementation and thereafter for the useful life of the Project to ascertain compliance with this Agreement and its goals. The Grantee acknowledges that the Project records and location are public records.
14. **INSURANCE REQUIREMENTS.**

Comprehensive Insurance: Throughout the term of the Agreement, the Grantee shall provide and maintain insurance against fire, vandalism, and other loss, damage, or destruction of the facilities and structures constructed pursuant to this Agreement, if any. This insurance shall be issued by a company or companies admitted to transact business in the State of California or be provided by Grantee if self-insured. This insurance policy shall contain an endorsement specifying that the policy will not be cancelled or reduced in coverage without thirty (30) days prior written notice to DBW. In the event of any damage to or destruction of the Project or any larger system of which it is a part, the net proceeds of insurance shall be applied to the reconstruction, repair or replacement of the damaged or destroyed parts of the Project or its larger system. The Grantee shall begin such reconstruction repairs or replacement as expeditiously as possible and shall pay out of such net proceeds all costs and expenses in connection with such reconstruction, repair, or replacement so that the same shall be completed and the larger system shall be free of all claims and liens. A copy of the insurance policy shall be provided to DBW, upon request.

 - a. **General Liability Insurance:** Grantee shall procure commercial general liability insurance covering liability arising out of premises operations, products/completed operations, independent contractors, personal/advertising injury and liability assumed under an insured contract with limits not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate and \$2,000,000 products/completed operations aggregate. Said policy shall apply to each insured against whom any claim is made or suit is brought subject to Contractor's or Grantee's limits of liability.
 - b. **Motor Vehicle Liability Insurance:** Grantee shall maintain motor vehicle liability insurance with limits not less than \$1,000,000 combined single limit each accident. Such insurance shall cover liability arising out of an accident involving a motor vehicle in use by Grantee, including, but not limited to, Grantee owned, hired, and non- owned motor vehicles.
 - c. **Worker's Compensation and Employer's Liability Insurance:** The Grantee shall maintain statutory worker's compensation and employer's liability insurance for all of Grantee's employees who will be engaged in the performance of work on the property, including special coverage extensions where applicable.
 - d. **Endorsements/Additional Insured:** That the State of California, its officers, agents, employees, and servants are included as additional insured, but only insofar as the

operations under this agreement are concerned. The endorsements are to be provided for the general liability and motor vehicle liability policies.

- e. Watercraft liability insurance: if watercraft will be used in the performance of the work that is funded by this grant, provide proof of watercraft insurance.

15. INTELLECTUAL PROPERTY. Any works developed during and/or pursuant to this Agreement by the Grantee, including all related copyrights and other proprietary rights therein, as may now exist and/or which hereafter come into existence, shall belong to the State upon creation, and shall continue in the State's exclusive ownership upon termination of this Agreement. Grantee further intends and agrees to assign to the State all right, title and interest in and to such materials as well as all related copyrights and other propriety rights therein.

Grantee agrees to cooperate with the State and to execute any document or documents that may be found to be necessary to give the foregoing provisions full force and effect, including but not limited to, an assignment of copyright.

Grantee agrees not to incorporate into or make the works developed, dependent upon any original works of authorship or Intellectual Property Rights of third parties without first (a) obtaining the State's prior written permission and (b) granting to or obtaining for the State a nonexclusive, royalty-free, paid-up, irrevocable, perpetual, world-wide license, to use, reproduce, sell, modify, publicly and privately display and distribute, for any purpose whatsoever, any such prior works.

16. NO THIRD-PARTY RIGHTS. This Agreement shall not create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or of any duty, covenant, obligation or undertaking established herein.

17. NOTICE.

- a. The Grantee shall notify DBW prior to conducting construction, monitoring, demonstration, or other implementation activities such that DBW staff may observe and document such activities, if desired.
- b. The Grantee shall promptly notify DBW of events or proposed changes that could affect the scope, budget, work performed under this Agreement. The Grantee agrees that no substantial change in the scope of the Project will be undertaken until written notice on the proposed change has been provided to DBW, and DBW has given written approval for such change.
- c. Discovery of any potential archeological or historical resource. If a potential archeological or historical resource be discovered during implementation of the Project, the Grantee agrees that all work in the area of the find will cease until a qualified archeologist has evaluated the situation and made recommendations regarding the preservation of the resource, and appropriate actions are taken to protect and preserve the resource. The Grantee agrees to implement appropriate actions as directed by DBW.
- d. Discovery of any unexpected endangered or threatened species, as defined in the California Endangered Species Act (CESA) or the Federal Endangered Species Act (ESA). If a state or federally protected species is unexpectedly encountered during implementation

of the Project, the Grantee agrees to promptly notify DBW. This notification is in addition to the Grantee's obligations under CESA or ESA.

- e. The Grantee shall notify DBW ten (10) working days prior to any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by DBW representatives, if desired.
- f. The Grantee shall promptly notify DBW in writing of any cessation of major construction work on the Project where such cessation of work is expected to or does extend for a period of thirty (30) days or more and of any circumstance, combination of circumstances, or condition, which is expected to or does delay completion of construction for a period of ninety (90) days or more beyond the estimated date of completion of construction previously provided.

18. OPERATIONS & MAINTENANCE. The Grantee shall maintain and operate the facility and structures constructed or improved as part of the Project, if any, throughout the useful life of the Project, consistent with the purpose for which this Grant was made. The Grantee assumes all operations and maintenance costs of the facilities, structures, and equipment; DBW shall not be liable for any cost of such maintenance, management, or operation. The Grantee may be excused from operations and maintenance only upon written approval of the Deputy Director of DBW. For purposes of this Agreement, "operation costs" include direct costs occurred for material and labor needed for operations, utilities, insurance, and similar expenses. "Maintenance costs" include ordinary repairs and replacements of a recurring nature necessary to prolong the life of capital assets or basic structure.

19. PERMITS, CONTRACTING, AND DEBARMENT. The Grantee shall procure all permits, licenses necessary to accomplish the work contemplated in this Agreement, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. Any contractor, outside association, or consultants required by the Grantee in connection with the services covered by the Agreement shall be limited to such individuals or firms as were specifically identified and agreed to during negotiations for this Agreement, if any, or as are specifically authorized by DBW during the performance of this Agreement. Any substitutions in, or additions to, such contractors, associates, or consultants, shall be subject to the prior written approval of DBW. The Grantee certifies to the best of its knowledge and belief that it and its principals:

- a. Are not presently barred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department, program or Grantee;
- b. Have not within a (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification.

- d. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (including but not limited to grants, loans, projects, contracts, or programs) (federal, state, or local) terminated for cause or default.
20. **POTENTIAL SUBCONTRACTORS.** Nothing contained in this agreement or otherwise, shall create any contractual relation between State and any subcontractors, and no subcontract shall relieve Grantee of its responsibilities and obligations hereunder. Grantee agrees to be as fully responsible to State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Grantee. Grantee's obligation to pay its subcontractors is an independent obligation from State's obligation to make payments to Grantee. As a result, State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.
21. **PREVAILING WAGES AND LABOR COMPLIANCE.** If applicable, the Grantee agrees to be bound by the provision of the Labor Code regarding prevailing wages and shall register and monitor all qualifying contracts to assure that the prevailing wage provisions of the Labor Code are being met. Public works contracts are subject to enforcement by the Department of Industrial Relations. Grantee shall abide by the requirements of Labor Code Section 1720, et seq. and Title 8 of the California Code of Regulations, Section 200. If applicable, Grantee shall also comply with the apprenticeship requirements in Labor Code Sections 1777.5, 1777.6, and 1777.7 and Title 8 of the California Code of Regulations, Section 200. Current DIR requirements may be found at <https://www.dir.ca.gov/Public-Works/Awarding-Bodies.html>
22. **PROFESSIONALS.** The Grantee agrees that only licensed professional will be used to perform services under this Agreement where such services are called for. Pursuant to this Agreement, all technical reports required that involve planning, investigation, evaluation, design, or other work requiring interpretation and proper application of engineering or geological sciences, shall be prepared by or under the direction of persons registered to practice in California pursuant to Business and Professions Code, Sections 6735, 7835, and 7835.1. To demonstrate compliance with California Code of Regulations, Title 16, Sections 415 and 3065, all technical reports must contain a statement of the qualifications of the responsible registered professional(s). As require by these laws, completed technical reports, must bear the signature(s) and seal(s) of the registered professional(s) in a manner such that all work can be clearly attributed to the professional responsible for the work.
23. **RECORDS.** Without limitation of the requirement to maintain Project accounts in accordance with generally accepted accounting principles, the Grantee agrees to:
- a. Establish an official file of the Project which shall adequately document all significant actions relative to the Project.
 - b. Establish separate accounts which will adequately and accurately depict all amounts received and expended on this Project, including all grant funds received under this Agreement.
 - c. Establish separate accounts which will adequately depict all amounts received and which is attributable to the Project; especially including any income attributable to grant funds disbursed under this Agreement.
 - d. Establish an accounting system which will adequately depict final total costs of the Project, including both direct and indirect.

- e. If a Force Account is used by the Grantee for any phase of the Project, establish an account that documents all employee hours, and associated tasks charged to the Project per employee.
24. RELATED LITIGATION. Under no circumstance may a Grantee use funds from any disbursement under this Agreement to pay costs associated with any litigation the Grantee pursues against DBW or any other party. Regardless of the outcome of any litigation, and notwithstanding any other provision in this Agreement, the Grantee agrees to complete the Project according to the provisions of this Agreement or to repay all of the grant funds plus interest.
25. TERMINATION, IMMEDIATE REPAYMENT, INTEREST. This Grant Agreement may be terminated by written notice at any time prior to completion of the Project, at the option of DBW, upon violation by the Grantee of any material provision after such violation has been called to attention of the Grantee, and after failure of the Grantee to bring itself into compliance with the provisions of this Agreement within a reasonable time as established by DBW but in no case shall such reasonable time be longer than 90 calendar days from the date that Grantee is notified of that violation by DBW. In the event of termination, the Grantee agrees, upon demand, to immediately repay to DBW an amount equal to the amount of the grant funds disbursed to the Grantee prior to such termination. In the event of termination, interest shall accrue as of the date of termination on all amounts due at the highest legal rate of interest from the date that notice of termination is mailed to the Grantee to the date of receipt of full repayment by DBW from the Grantee.
26. TIMELINESS. The Grantee shall proceed with and complete the Project in an expeditious manner within the grant term.
27. VENUE. The DBW and the Grantee hereby agree that any legal or enforcement action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California.
28. WAIVER AND RIGHTS OF DBW. Any individual waiver of any obligations or rights with respect to a default or other matter arising under this Agreement at any time by either party shall not be considered a waiver of rights or obligations with respect to any other default or matter. Any rights and remedies of DBW provided for this Agreement are in addition to any other rights and remedies provided by law.
29. WITHHOLDING OF GRANT DISBURSEMENTS. The DBW may withhold all or any portion of the grant funds provided for by this Agreement in the event that the Grantee has materially violated, or threatens to materially violate, any term, provision, condition, or commitment of this Agreement; or if the Grantee fails to maintain reasonable progress toward completion of the Project.
30. LOBBYING. The Grantee shall not use Project funds to engage in lobbying the federal or state governments.
31. MAINTENANCE. The Grantee shall assure that any construction, or improvement implemented and installed as part of this grant shall be properly maintained for the intended purpose during its life span. Operations include the administration, management, and

performance of non-maintenance actions needed to keep the completed work safe and functioning as intended. Maintenance includes work to prevent deterioration of the installation. The condition applies to all sub-awarded funds in whole or in part with the grant funds disbursed hereunder. The DBW retains the right to inspect a practice to ensure this condition is met, and to request a refund if it is not.

32. LABOR. The Grantee certifies that it, its employees, its sub-recipients, and its sup-recipients' employees receiving any funds pursuant to this Agreement, shall not engage in severe forms of trafficking in persons during the term of this Agreement; procure a commercial sex act during the terms of this Agreement; or use forced labor in the performance of this Agreement, or any subcontracts awarded pursuant to this Agreement.

Exhibit E

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 \$25,000 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:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status, and
 - ii. Certificate of Insurance.
- 1.3. Automobile Liability Insurance
- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limit may be 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 22/23-055B.

- 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, CA 95403-9019.
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED AND PRIMARY AND NON-CONTRIBUTORY
AS REQUIRED BY WRITTEN CONTRACT- BLANKET**

<i>Attached To and Forming Part of Policy</i> 0100291513-0	<i>Effective Date of Endorsement</i> 03/27/2024 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Dogs With Jobs LLC
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

A. SECTION II – WHO IS AN INSURED is amended to include any person(s) or organization(s) you are required to include as an Additional Insured on this Policy by written contract in effect during the policy period and executed prior to the “occurrence” of the “bodily injury” or “property damage”, but only for such “bodily injury” or “property damage” caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations; or
- (2) In connection with your premises owned or rented to you.

However:

- 1. The insurance afforded to such Additional Insured only applies to the extent permitted by law; and
- 2. Will not be broader than that which you are required by the written contract to provide for such Additional Insured.

B. The insurance provided by this endorsement shall be excess with respect to any other valid and collectible insurance available to the Additional Insured unless the written contract specifically requires that this insurance apply on a primary and non-contributory basis, in which case this insurance shall be primary and non-contributory.

C. With respect to the insurance afforded to the Additional Insured, the following is added to **SECTION III – LIMITS OF INSURANCE:**

The most we will pay on behalf of the Additional Insured is the amount of insurance:

- 1. Required by the written contract; or
- 2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.