

Agreement for Federal Affairs Advocacy Representation

This agreement ("Agreement") is by and between Sonoma County Water Agency, a body corporate and politic of the State of California ("Sonoma Water") and **Natural Resource Results, LLC**, 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 certifies that it is a Washington, D.C., limited liability company duly authorized to do business in the State of California, registered with the Secretary of State of California, and represents it is a duly qualified and registered consultant/lobbying firm, experienced in providing legislative advocacy services to individuals, agencies, and coalitions; developing and implementing legislative advocacy strategies; and preparing advocacy documents to be used in legislative efforts. Consultant has an office in Washington, D.C.
- A. Consultant is experienced in working with federal resource agencies and non-governmental entities, and with the federal administration and congressional members in developing resource management goals and programs, and in obtaining and maximizing funding in the form of grants and loans for projects and programs related to watershed improvement and restoration, climate change adaption, and related activities, and advocating for legislation to support such programs.
- B. Sonoma Water is a California special district with responsibility for wholesale water supply, flood protection, wastewater treatment, and recycled water distribution. Sonoma Water also operates a hydroelectric plant and allows recreational use over some of its properties. Sonoma Water is involved in efforts to protect and restore endangered or threatened steelhead and salmon species in the Russian River watershed and in implementing a Biological Opinion from the National Marine Fisheries Service that requires extensive restoration and biological monitoring. Significant efforts are underway to increase renewable power production, reduce greenhouse gas emissions, and provide for climate change adaption.
- C. Sonoma Water's federal affairs platform includes legislative and regulatory efforts to support reservoir re-operations at Lake Sonoma and Lake Mendocino. The work includes collaborating with key stakeholders including members of Congress, the U.S. Army Corps of Engineers, the Bureau of Reclamation, National Oceanic and Atmospheric Administration and Scripps Institution of Oceanography at U.C. Davis' Center for Western Weather and Water Extremes, among others. Successfully accomplishing this platform issue will include legislative and administrative strategies.
- D. Sonoma Water is working with various federal, state, regional, and local interests on promoting reservoir re-operations. Securing existing and future support and promoting funding at the federal level will be required. Sonoma Water efforts will include securing

support and funding for this effort. Coordination and collaboration with Sonoma Water state advocacy consultants will enhance funding and legislative opportunities to support such efforts.

- E. Legislative tracking, legislative development, and pursuit of funding to offset costs are essential for success in fulfilling Sonoma Water's responsibilities. Sonoma Water interests require coordination and communication with several federal departments, agencies, and related offices including, but not limited to, the Office of Management and Budget, the Council on Environmental Quality, and the Department of Energy.
- F. Sonoma Water desires to have Consultant represent Sonoma Water's interests in securing federal funding and support for Sonoma Water and partners that assist Sonoma Water in the efforts described above, and in monitoring legislation that could impact such efforts.

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.

2. LIST OF EXHIBITS

- 2.1. The following exhibits are attached hereto and incorporated herein:
 - a. Exhibit A: Scope of Work
 - b. Exhibit B: 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: Brad Sherwood 404 Aviation Boulevard Santa Rosa, CA 95403-9019 Phone: 707-547-1927 Email: Brad.Sherwood@scwa.ca.gov	Contact: David Anderson and Sara Tucker 601 13th Street, NW, Suite 580 S Washington, DC 20004 David Anderson Phone: 202-945-9541 Sara Tucker Phone: 202-945-9542 Email: danderson@naturalresourceresults.com Email: sara@naturalresourceresults.com

Sonoma Water	Consultant
Remit invoices to:	Remit payments to:
Accounts Payable Same address as above or Email: ap_agreements@scwa.ca.gov	Attn: Accounts Receivable 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, 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. With respect to performance under this Agreement, Consultant shall employ the following key personnel:

<i>Title</i>	<i>Name</i>
Managing Partner	David Anderson
Partner	Sara Tucker

- d. 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 \$210,000.
- 4.2. *Method of Payment:* Consultant shall be paid in accordance with the following terms:
 - a. Commencing January 1, 2019, Sonoma Water agrees to pay Consultant a monthly retainer of \$8,500.
 - b. In addition, Sonoma Water agrees to reimburse Consultant's reasonable and necessary expenses, with advanced written approval from Sonoma Water, not to exceed \$3,000 per year for the term of the Agreement. Consultant shall not be reimbursed for unneeded messenger or express mail charges; first class or business class air travel; entertainment; normal overhead functions such as word processing or typing time, ordering records, calendaring functions, filing, indexing, proofreading or copying time, or any other procedures of a secretarial nature; meals unless on preauthorized travel; overtime; or office supplies.
- 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. Name of Agreement
 - c. Sonoma Water's Project-Activity Codes T0080P004, W0085P004, and D0025P004
 - 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. List of reimbursable materials and expenses
 - g. Copies of receipts for reimbursable materials and expenses
- 4.4. *Timing of Payments:* Unless otherwise noted in this Agreement, payments shall be made within the normal course of 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>Current Fiscal Year</i>	<i>Budgeted Appropriation</i>
2018/2019	\$105,000
<i>Subsequent Fiscal Years</i>	<i>Planned Appropriation</i>
2019/2020	\$105,000

- b. Availability of Funding in Subsequent Fiscal Years:
- 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.
 - 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.

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

- 5.1. *Term of Agreement:* The term of this Agreement shall be from January 1, 2019 ("Effective Date") to December 31, 2020, unless terminated earlier in accordance with the provisions of Article 6 (Termination).

- 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 12.10 and shall submit to Sonoma Water an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.
- 6.5. *Payment Upon Termination:* Upon termination of this Agreement by Sonoma Water, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services are to be paid on a per-hour or per-day basis, then Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to termination multiplied by the applicable hourly or daily rate; and further provided, however, that if Sonoma Water terminates the Agreement for cause pursuant to Paragraph 6.3, Sonoma Water shall deduct from such amounts the amount of damage, if any, sustained by Sonoma Water by virtue of the breach of the Agreement by Consultant.

7. INDEMNIFICATION

7.1. Consultant agrees to accept all responsibility for loss or damage to any person or entity, including Sonoma County Water Agency, and to indemnify, hold harmless, and release Sonoma County Water Agency, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against Sonoma County Water Agency based upon a claim relating to Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant's obligations under this Article 7 apply whether or not there is concurrent or contributory negligence on the part of Sonoma County Water Agency, but, to the extent required by law, excluding liability due to conduct of Sonoma County Water Agency. Sonoma County Water Agency shall have the right to select its legal counsel at Consultant's expense, subject to Consultant's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents 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 B (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. section 794(d)), and Sonoma Water's Web Site Accessibility Policy located at <http://sonomacounty.ca.gov/Services/Web-Standards-and-Guidelines/>.
- 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. *Statement of Economic Interests (Form 700):* Consultant shall submit a completed Fair Political Practices Commission Statement of Economic Interests (Form 700) with Sonoma Water within thirty (30) days after the effective date of this Agreement and each year thereafter during the term of this Agreement, or as required by state law.

12.4. *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.

- 12.5. *Records Maintenance:* Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to Sonoma Water for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.
- 12.6. *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.

- 12.9. *Assignment of Rights:* Consultant assigns to Sonoma Water all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the 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.
- 12.10. *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.

13. DEMAND FOR ASSURANCE

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

14. ASSIGNMENT AND DELEGATION

- 14.1. *Consent:* Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.
- 14.2. *Subcontracts:* Notwithstanding the foregoing, Consultant may enter into subcontracts with the subconsultants specifically identified herein. If no subconsultants are listed, then no subconsultants will be utilized in the performance of the work specified in this Agreement.
- 14.3. *Change of Subcontractors or Subconsultants:* If, after execution of the Agreement, parties agree that subconsultants not listed in Paragraph 14.2 will be utilized, Consultant may enter into subcontracts with subconsultants to perform other specific duties pursuant to the provisions of this Paragraph 14.3. The following provisions apply to any subcontract entered into by Consultant other than those listed in Paragraph 14.2:
 - a. Prior to entering into any contract with subconsultant, Consultant shall obtain Sonoma Water approval of subconsultant.
 - b. All agreements with subconsultants shall (a) contain indemnity requirements in favor of Sonoma Water in substantially the same form as that contained in Article 7 (Indemnification), (b) contain language that the subconsultant may be terminated with or without cause upon reasonable written notice, and (c) prohibit the assignment or delegation of work under the agreement to any third party.
- 14.4. *Summary of Subconsultants' Work:* Consultant shall provide Sonoma Water with a summary of work performed by subconsultants with each invoice submitted under Paragraph 4.3. 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.

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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 18/19-061

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

Approved as to form:

By: _____
Elizabeth Coleman, Deputy County Counsel

Insurance Documentation is on file with
Sonoma Water

Date/TW Initials: 12/14/18 crt

Sonoma County Water Agency

Natural Resource Results, LLC, a limited
liability company

By: _____
Grant Davis,
General Manager
Authorized per Sonoma County Water
Agency's Board of Directors Action on
February 26, 2019

By: _____

(Please print name here)

Title: _____

Date: _____

Date: _____

Exhibit A

Scope of Work

1. TASKS

- 1.1. Coordinate efforts with the administration, congressional representatives and federal agencies, along with other interested parties to increase political support and federal funding for extreme weather forecasting and monitoring initiatives, atmospheric river and hydrometeorology testbed research programs, and assist Sonoma Water in maximizing other opportunities for federal support and funding for water supply, flood control, fisheries recovery and restoration and carbon neutral economy efforts.
 - a. Coordinate meetings, as necessary, with other consultants and interested parties.
 - b. Assist in the development of strategies, legislation, and funding opportunities related to atmospheric river and hydrometeorology testbed research programs.
 - c. Serve as Sonoma Water's lead contact with Office of Management and Budget and Council on Environmental Quality.
 - d. Use best efforts to ensure, if new authorization is needed, that federal legislation authorizes appropriations for funding of the core elements of extreme weather and atmospheric river research programs.
 - e. Assist Sonoma Water in the development of strategies and funding opportunities related to implementing the Russian River Biological Opinion and coordinate such work with other Sonoma Water consultants as directed by Sonoma Water's General Manager or Project Manager. Specifically, focus on funding opportunities in the President's budget and coordinate efforts with other consultants and interested parties.
 - f. Assist Sonoma Water in the development of strategies and funding opportunities related to habitat restoration and enhancement projects in Dry Creek. Specifically, focus on funding opportunities in the President's budget and seek assistance where needed from the Office of Management and Budget and the Council on Environmental Quality and coordinate efforts with other consultants and interested parties on appropriations and authorization, as directed by Sonoma Water's Project Manager.
 - g. Assist Sonoma Water in monitoring and providing input into potential federal funding sources for atmospheric river extreme weather programs, the Russian River Biological Opinion, and other areas of Sonoma Water interest as directed by Sonoma Water's General Manager or Project Manager.
 - h. Arrange meetings with federal legislators, legislative and committee staff, and administration staff as necessary to further Sonoma Water legislative and funding goals.

- i. Attend meetings at or near Sonoma Water offices in Santa Rosa, California, as requested, and meetings as needed with Sonoma Water staff in Washington, D.C. Also, attend meetings, as necessary, of consultants and federal employees, legislators, and legislative and committee staff working in Washington, D.C., with Sonoma Water to support funding efforts as directed.
 - j. Track the results of meetings with legislators and their staff, and respond to additional information requests made at such meetings.
 - k. Draft and distribute information sheets, letters, congressional funding request forms, legislative language and other documents as necessary to describe projects and funding needs to legislators and the administration.
 - l. Maintain contact with and provide information for federal legislators and their staff and committee and administration staff throughout the year to follow up on information needs and other requests and to develop and enhance support for Sonoma Water funding and legislative proposals.
- 1.2. Raise awareness for reservoir reoperation and extreme weather funding and policy.
- a. Sustain and increase federal funding for reservoir reoperation policy planning and implementation.
 - i. Include funding in U.S. Army Corps of Engineers budget lines as appropriate.
 - ii. Include funding in National Oceanic and Atmospheric Administration's National Weather Service (NOAA NWS) budget lines as appropriate.
 - iii. Include funding in National Oceanic and Atmospheric Administration's National Weather Service (NOAA NWS) budget lines for operating and maintenance costs for the Advanced Quantitative Precipitation Information program.
 - b. Sustain and increase federal funding for atmospheric river forecasting and research initiatives.
 - i. Include funding in NOAA NWS budget lines as appropriate.
 - c. Sustain and increase coalition efforts including:
 - i. Coordinating with multi-Western states
 - ii. Outreach to multi-Western state water associations and trade organizations
 - iii. Develop as-needed outreach materials, such as issue-based website, fact sheets, media packets, and legislative packets
 - iv. Organize Washington, D.C., and regional Western state advocacy meetings and tours in support of funding/policy agenda
 - d. Develop, organize, and implement quarterly, or as-needed, coalition advocacy outreach meetings/conference calls.

2. REPORTS AND STRATEGIC PLANNING:

- 2.1. Regular Communication:
 - a. As they are produced, provide copies of correspondence and other relevant documents generated with respect to work performed under this Agreement to Sonoma Water's General Manager and Project Manager. Provide copies of schedules for legislative meetings arranged by Consultant with Sonoma Water staff.
 - b. Provide oral or email reports of activities performed under this Agreement at least every two weeks. Contact Sonoma Water's Project Manager to report activities for each two-week period.
- 2.2. Monthly Conference Calls: Coordinate a monthly conference call and prepare agendas prior to each call as directed and with input from Sonoma Water's General Manager and Project Manager. Such monthly calls will be with other consultants and Sonoma Water staff and other interested parties as directed and approved by Sonoma Water. Tasks and follow up from such calls shall be documented and distributed after each call via email. Calls may be more frequent or on occasion less than monthly pending direction from Sonoma Water General Manager or Project Manager.
- 2.3. Quarterly Reports: Prepare quarterly written reports of activities performed under this Agreement that include, but are not limited to, a description of activities performed for Sonoma Water during that quarter, including the agencies and congressional offices contacted on Sonoma Water's behalf. Separately describe work performed under each funding or legislative proposal.
- 2.4. Annual Meeting: Meet via teleconference or in person with appropriate Sonoma Water staff and other consultants as determined by Project Manager at least in 2019 and once in 2020 to develop a federal legislative outreach strategy for the upcoming calendar year(s). Prepare documentation for the components of the strategy to be implemented by Consultant under this Agreement, and coordinate with Sonoma Water Project Manager and other consultants as directed to compile such documentation into annual plans.
- 2.5. Annual Summary Report: Prepare Summary Reports of efforts made over each calendar year to document work and successes in funding, legislation, and opportunities identified related to efforts made under this scope of work.

3. **DELIVERABLES**

- 3.1. Prepare deliverables and submit to Sonoma Water by the dates shown in the table below.

Deliverable	Due Date
Correspondence and other relevant documents	Within 7 calendar days of being produced
Oral or written (email) activity report	The first and third Friday of each month for the term of the Agreement
Monthly Conference Call Agenda	Within 1 calendar day prior to each conference call
Monthly Conference Call Notes and Minutes	Within 7 calendar days of each conference call
Quarterly Reports	Within two weeks of the last day of the months of March, June, September, and December for each year under this Agreement
Compiled Federal Legislative Outreach Strategy	Within 7 calendar days of the meeting
Annual Summary Report	By January 31 of each calendar year under this Agreement

- 3.2. Submit one electronic copy in PDF format (emailed, on CD, or via internet) of each final deliverable to Sonoma Water.
- 3.3. Comply with requirements of Article 11 (Content Online Accessibility).

Exhibit B

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. 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 18/19-061.
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with Sonoma Water for the entire term of this Agreement and any additional periods if specified in Sections 1.1, 1.2, or 1.3 above.
- c. The name and address for mailing Additional Insured endorsements and Certificates of Insurance is: Sonoma County Water Agency, 404 Aviation Boulevard, Santa Rosa, 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.



NATURES-01

LPAILIN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/13/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Foundation Insurance Group 3190 Fairview Park Dr. Ste 104 Falls Church, VA 22042	CONTACT NAME:		
	PHONE (A/C, No, Ext): (703) 527-8780	FAX (A/C, No): (703) 532-8300	
	E-MAIL ADDRESS: info@figva.com		
INSURED Natural Resource Results LLC 601 13th Street NW #580 Washington, DC 20005	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Erie Insurance Exchange		26271
	INSURER B : Flagship City Insurance Company		35585
	INSURER C : Capitol Indemnity Corporation		10472
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		Q97-1644560	9/1/2018	9/1/2019	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			Q97-1644560	9/1/2018	9/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			Q33-0172061	9/1/2018	9/1/2019	EACH OCCURRENCE \$ 2,000,000
							AGGREGATE \$ 2,000,000
							\$
							\$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N Y N / A			Q86-5800220	2/8/2018	2/8/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$ 100,000
							E.L. DISEASE - EA EMPLOYEE \$ 100,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Errors & Omissions			SGC05987-03	2/12/2018	2/12/2019	Each Erroneous Act 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Sonoma County Water Agency, its officers, agents, and employees are listed as additional insured in regards to General Liability where required by written contract.

CERTIFICATE HOLDER

CANCELLATION

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

Ultrapack Plus Policy Declarations
Amended Declarations
Effective 12/13/2018
Attach This To Your Policy
See * Reason for Amendment**

Mailing Name and Address for Insured:

NATURAL RESOURCE RESULTS LLC
601 13TH ST NW # 500
WASHINGTON DC 20005-3807



DD1348

Other Interest:

As Listed Below

Named Insured's Full Name:

Natural Resource Results LLC

Agent:

DC3270 FOUNDATION INSURANCE GROUP INC

Policy Period:

09/01/2018 to 09/01/2019

Policy Number:

Q971644560

Agent Address and Phone

FOUNDATION INSURANCE GROUP INC
3190 FAIRVIEW PARK DR STE 104
FALLS CHURCH VA 22042-4530
703-527-8780

Policy begins at 12:01 A.M. standard time on the effective date and ends at 12:01 A.M. standard time on the expiration date. Standard time is determined at the stated address of the named insured.

The insurance applies to those premises described below. This is subject to all applicable terms of the policy and attached forms and endorsements.

Premium Summary

Pay Plan Discount Applies

Total Annual Policy Premium:

\$464.00

(This is not a bill. Your invoice will follow in a separate mailing.)

Additional Charge Due To This Change:

\$7.00

Property Protection - As Per Attached Supplemental Declarations
Deductible (Property Protection Only) \$1,000

Policy-Level Coverages

Liability Protection

Limits of Insurance

Commercial General Liability Limits of Insurance

Each Occurrence Limit	\$1,000,000
Damage to Premises Rented to You	\$1,000,000 Any One Premises
Medical Expense limit	\$5,000 Any One Person
Personal & Advertising Injury Limit	\$1,000,000 Any One Person or Organization
General Aggregate Limit	\$2,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000

Insured Name: Natural Resource Results LLC
Policy Number: Q971644560
Policy Period: 09/01/2018 to 09/01/2019

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*** Amended Other Interest Information

Added Other Interest

Sonoma County Water Agency 404 AVIATION BLVD SANTA ROSA CA 95403-9073

Mailing Name 1 = Sonoma County Water Agency

Added Additional Insured

Additional Insured Type = Designated Person or Organization CG2026

Waiver of Subrogation = No

Do you want Special Cancellation Notice? = No

Optional Coverages

Deductible

Amount of Insurance

Policy-Level Optional Coverages:

Property and Inland Marine - Optional Coverages:

Terrorism

Included

General Liability - Optional Coverages:

Additional Insured-Designated Person/Organization (CG2026)

Additional Insured-Managers or Lessors of Premises (CG2011)

Additional Insured-Managers or Lessors of Premises (CG2011)

Other Optional Coverages:

Enhancement Endorsement-Offices

Insured Name: Natural Resource Results LLC
Policy Number: Q971644560
Policy Period: 09/01/2018 to 09/01/2019

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Supplemental Declarations

Location 1 / Building 1

Address:

601 13TH ST NW # 500
WASHINGTON DC 20005-3807
County: District of Columbia

Occupancy/Operations:

Computer Software Development

Interest of Named Insured In Such Premises: Tenant/Partial

Coverage	Deductible	Amount of Insurance
Property Protection		
1. Buildings		NIL
2. Business Personal Property and Personal Property of Others Replacement Cost Theft Exclusion Applies: No	Property Deductible	BLANKET
3. Income Protection & Extra Expense Blanket Coverage - Contents - All Locations Protective Safeguard Condition: Local Fire Alarm System Protective Safeguard Condition: Local Burglar Alarm System Protective Safeguard Condition: Automatic Sprinkler System		Actual Loss Sustained 12 Months \$10,100

Automatic Adjustment of Business Personal Property and Personal Property of Others Coverage – 1%

Policy-Level Additional Interests

Additional Insured - Managers or Lessors of Premises

601 13th Street, NW Associates, LP
601 13th Street, NW, Suite #580 South
Washington DC 20005
RE: CG2404

Additional Insured - Managers or Lessors of Premises

The John Akridge Management Company c/o Hub International Northeast Limited
480 NORRISTOWN RD
BLUE BELL PA 19422-2334
RE: GU128, CG2404

Additional Insured - Designated Person or Organization

Sonoma County Water Agency
404 AVIATION BLVD
SANTA ROSA CA 95403-9073

Schedule of Static Forms

Form Number	Edition Date	Description
UPP	/	ULTRAPACK PLUS POLICY
PK0001	01/10	ULTRAPACK PLUS COMMERCIAL PROPERTY COVERAGE PART
PKAX	09/18	PRODUCTION OR PROCESS MACHINERY - DEDUCTIBLE
PKJG	01/10	OFFICES ENHANCEMENTS ENDORSEMENT
CL0209	07/16	IMPORTANT NOTICE - LEAD LIABILITY EXCLUSION
	11/10	

Processed On: 12/13/2018 (See Reverse Side)

Insured Name: Natural Resource Results LLC
 Policy Number: Q971644560
 Policy Period: 09/01/2018 to 09/01/2019

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Schedule of Static Forms - (continued)

Form Number	Edition Date	Description
CL0212	11/10	IMPORTANT NOTICE - POLICY SERVICE FEES
CL0217	11/10	IMPORTANT NOTICE - NO FLOOD COVERAGE
PKGP	01/10	AMENDMENT OF MOBILE EQUIPMENT DEFINITION
PK0003	07/16	ULTRAPACK PLUS EXTRA LIABILITY COVERAGES
CG0001	04/13	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG0099	11/85	CHANGES IN GENERAL LIABILITY FORMS FOR COMMERCIAL PACKAGE POLICIES
CG2011	04/13	ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES
CG2026	04/13 *	ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION
CG2147	12/07	EMPLOYMENT-RELATED PRACTICES EXCLUSION
CG2167	12/04	FUNGI OR BACTERIA EXCLUSION
UFB213	11/12	SUBSCRIBER'S AGREEMENT
CG2170	01/15	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
CG2196	03/05	SILICA OR SILICA-RELATED DUST EXCLUSION
CG2404	05/09	WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US
PKGK	11/10	PUNITIVE DAMAGES
CL0396	01/17	IMPORTANT NOTICE - DATA BREACH RESPONSE EXPENSES COVERAGE
CG2106	05/14	EXCL-ACCESS OR DISCLOSURE OF CONFIDENT OR PERS INFO AND DATA-RELATED LIAB - WITH LIMIT BOD INJ EXCEP
GU128	12/11	CANCELLATION NOTICE TO ADDITIONAL INSURED
CG2109	06/15	EXCLUSION - UNMANNED AIRCRAFT
IL0017	11/98	COMMON POLICY CONDITIONS
IL0021	09/08	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)
IL0278	09/08	DISTRICT OF COLUMBIA CHANGES - CANCELLATION AND NONRENEWAL
IL0952	01/15	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
IL985F	01/15	DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT
PKMJ	01/10	EXCLUSION - LEAD LIABILITY
PKMD	01/10	EXCLUSION - ASBESTOS
PKMQ	12/14	EXCLUSION - PROFESSIONAL LIABILITY
PKRO	01/10	AMENDMENT OF POLICY - TWO OR MORE COVERAGE PARTS

POLICY NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Sonoma County Water Agency, its officers, agents, and employees
404 Aviation Blvd.
Santa Rosa, CA 95403
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations