

Second Amended Agreement for Funding of Russian River Watershed Program

This second amended agreement ("Second Amended Agreement" or "Agreement") is by and between **Sonoma County Water Agency** ("Sonoma Water") and **Gold Ridge Resource Conservation** District, a special district organized under the California Public Resources Code ("Gold Ridge RCD"). The Effective Date of this Agreement is the date the Agreement is last signed by the parties to the Agreement, unless otherwise specified in Article 6 (Term of Agreement).

RECITALS

- A. Gold Ridge RCD represents that it is experienced in soil and water conservation projects, programs, and related services.
- B. Gold Ridge RCD's service area consists of 134,000 acres of diverse resources including streams, coastal areas, rangeland, woodland life and fisheries habitat, vineyards, orchards, and cropland, as well as rural and urban areas located in the Russian River and Bodega Bay watersheds.
- C. Since 2001 Gold Ridge RCD has received funding from Sonoma Water through a cooperative agreement (Agreement) to implement and continue Sonoma Water's Russian River Watershed Program (Program) in order to provide landowner assistance, public education and information, watershed stewardship, and assistance to local groups in providing land management and restoring fish habitat.
- D. Sonoma Water and Gold Ridge RCD wish to continue the Agreement to provide for education and collaboration within the community to restore resources, improve water quality and habitat, and continue to develop relationships with the local sub-watershed groups.
- E. The Agreement also serves to educate landowners on the California Department of Fish and Wildlife's (DFW) Coho Captive Broodstock Program (DFW Program).
- F. It is in the interest of Sonoma Water to work with and provide funding for Gold Ridge RCD to partially carry out components of Gold Ridge RCD's annual workplan for habitat restoration and land improvements, and it is in the interest of Gold Ridge RCD to work with Sonoma Water and carry out Russian River Watershed restoration activities.
- G. Sonoma Water and Gold Ridge RCD first entered into this Agreement on October 25, 2017, in the amount of \$60,000.
- H. The First Amended Agreement expanded the scope to include groundwater sustainability planning and reporting and increased the amount by \$27,000 to fund the additional works.

- I. This Second Amended Agreement increases the amount \$100,000, expands the scope of work to include additional watersheds, and adds two years for a new agreement total of \$187,000 and end date of August 31, 2021.
- J. In addition, this Second Amended Agreement changes occurrences of “Water Agency” to “Sonoma Water.”
- K. This Second Amended 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.

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: Estimated Breakdown of Costs
 - d. Exhibit D: Insurance Requirements

3. COORDINATION

- 3.1. Cooperation with Sonoma Water. Gold Ridge RCD shall coordinate the work with Sonoma Water’s Project Manager. Contact information and mailing addresses:

Sonoma Water	Gold Ridge RCD
Project Manager: Ann DuBay 404 Aviation Boulevard Santa Rosa, CA 95403-9019 Phone: (707) 521-1164 Email: Ann.DuBay@scwa.ca.gov	Contact: Brittany Jensen 2776 Sullivan Road Sebastopol, CA 95472 Phone: (707) 823-5244 Email: Brittany@goldridgercd.org
Remit invoices to: Accounts Payable Same address as above or Email: ap_agreements@scwa.ca.gov	Remit payments to: Same address as above Attn: Accounts Receivable

4. **GOLD RIDGE RCD'S RESPONSIBILITIES**

Gold Ridge RCD shall complete the following:

- 4.1. General. Gold Ridge RCD agrees to perform all work in accordance with the requirements of applicable federal, state, and local laws.
- 4.2. Scope of Work. See Scope of Work in Exhibit A.
- 4.3. Content Online Accessibility.
 - a. *Accessibility*: Sonoma Water policy requires that all documents that may be published to the Web meet accessibility standards to the greatest extent possible, and utilizing available existing technologies.
 - b. *Standards*: Those responsible for preparing content intended for use or publication on a Sonoma Water/County-managed or Sonoma Water/County-funded web site must comply with applicable federal accessibility standards established by 36 C.F.R. section 1194, pursuant to section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. section 794(d)), and Sonoma Water's Web Site Accessibility Policy located <http://webstandards.sonoma-county.org>.
 - c. *Certification*: With each final deliverable intended for public distribution (report, presentations posted to the Internet, public outreach materials), Gold Ridge RCD shall include a descriptive summary describing how all deliverable documents were assessed for accessibility (e.g. Microsoft Word accessibility check; Adobe Acrobat accessibility check, or other commonly accepted compliance check).
 - d. *Alternate Format*: When it is strictly impossible due to the unavailability of technologies required to produce an accessible document, Gold Ridge RCD shall identify the anticipated accessibility deficiency prior to commencement of any work to produce such deliverables. Gold Ridge RCD agrees to cooperate with Sonoma Water staff in the development of alternate document formats to maximize the facilitative features of the impacted document(s); e.g., embedding the document with alt-tags that describe complex data/tables.
 - e. *Noncompliant Materials; Obligation to Cure*: Remediation of any materials that do not comply with Sonoma Water's Web Site Accessibility Policy shall be the responsibility of Gold Ridge RCD. If Sonoma Water, in its sole and absolute discretion, determines that any deliverable intended for use or publication on any Sonoma Water/County-managed or Sonoma Water/County-funded Web site does not comply with Sonoma Water Accessibility Standards, Sonoma Water will promptly inform Gold Ridge RCD in writing. Upon such notice, Gold Ridge RCD 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:

- i. Cancel any delivery or task order;
 - ii. Terminate this Agreement pursuant to the provisions of Article 7 (Termination); and/or
 - iii. In the case of custom Electronic and Information Technology (EIT) developed by Gold Ridge RCD for Sonoma Water, Sonoma Water may have any necessary changes or repairs performed by itself or by another contractor. In such event, Gold Ridge RCD shall be liable for all expenses incurred by Sonoma Water in connection with such changes or repairs.
- f. *Sonoma Water's Rights Reserved:* Notwithstanding the foregoing, Sonoma Water may accept deliverables that are not strictly compliant with Sonoma Water Accessibility Standards if Sonoma Water, in its sole and absolute discretion, determines that acceptance of such products or services is in Sonoma Water's best interest.

4.4. Indemnification. Gold Ridge RCD 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 Gold Ridge RCD, that arise out of, pertain to, or relate to Gold Ridge RCD's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Gold Ridge RCD agrees to provide a complete defense for any claim or action brought against Sonoma County Water Agency based upon a claim relating to Gold Ridge RCD's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Gold Ridge RCD's obligations under this Paragraph 4.4 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 Gold Ridge RCD's expense, subject to Gold Ridge RCD'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 Gold Ridge RCD or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

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

4.6. Invoices. Gold Ridge RCD shall bill Sonoma Water upon execution of this Agreement with an invoice that is clearly marked with "Gold Ridge Resource

Conservation District, Second Amended Agreement for Funding of Russian River Watershed Program, Project-Activity Code W0008D034."

- 4.7. Statutory Compliance/Living Wage Ordinance. Gold Ridge RCD 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, Gold Ridge RCD 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.

5. **SONOMA WATER'S RESPONSIBILITIES**

- 5.1. Total. The total amount payable under this Agreement shall not exceed \$187,000.
- 5.2. Availability of Funding in Subsequent Fiscal Years for Second Amended Agreement.
- a. 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. Amount of funding planned for appropriation for this Agreement is as follows:

<i>Fiscal Year</i>	<i>Planned Appropriation</i>
2019/2020	\$50,000
2020/2021	\$50,000

- b. 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 7 (Termination) or offer an amendment to Gold Ridge RCD to reflect the reduced amount.
- 5.3. Payments.
- a. Upon execution of Agreement and receipt of an invoice thereof, Sonoma Water will provide funds directly to Gold Ridge RCD to cover authorized expenses as shown in Exhibit B.
- 5.4. Items to be Provided. Sonoma Water logo or other identifying material, as requested by Gold Ridge RCD.

6. TERM OF AGREEMENT

- 6.1. The term of this Agreement shall be from July 1, 2017 ("Effective Date") to August 31, 2021, unless terminated earlier in accordance with the provisions of Article 7 (Termination).
- 6.2. Sonoma Water shall have two options to extend this Agreement for a period of one year each by providing written notice to Gold Ridge RCD thirty days in advance of the expiration date noted in this Article and of the first extension option.

7. TERMINATION

- 7.1. At any time and without cause, Sonoma Water has the right, in its sole discretion, to terminate this Agreement by giving five calendar days' written notice to Gold Ridge RCD. In the event of such termination, Sonoma Water will pay Gold Ridge RCD for services satisfactorily rendered to the date of termination. In addition, should Gold Ridge RCD 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 Gold Ridge RCD written notice of such termination, stating the reason for termination. In the event of such termination, Sonoma Water will pay Gold Ridge RCD for services satisfactorily rendered to the date of termination. However, Sonoma Water will deduct from such amount the amount of damage, if any, sustained by Sonoma Water by virtue of the breach of the Agreement by Gold Ridge RCD. Sonoma Water's right to terminate may be exercised by Sonoma County Water Agency's General Manager.

8. ADDITIONAL REQUIREMENTS

- 8.1. Bottled Water. In accordance with Sonoma County Water Agency Board of Directors Resolution No. 09-0920, dated September 29, 2009, no Sonoma Water funding shall be used to purchase single-serving, disposable water bottles for use in Sonoma Water facilities or at Sonoma Water-sponsored events. This restriction shall not apply when potable water is not available.
- 8.2. Authority to Amend Agreement. 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 Water's General Manager in a form approved by County Counsel.
- 8.3. 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.

- 8.4. 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. Gold Ridge RCD 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. Gold Ridge RCD and Sonoma Water acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.
- 8.5. No Third-Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.
- 8.6. Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California excluding the law of conflicts. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Sonoma.
- 8.7. 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.
- 8.8. 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.
- 8.9. 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.
- 8.10. 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

Reviewed as to funds:

TW 16/17-156B

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: 7/31/19 JES

Sonoma County Water Agency

**Gold Ridge Resource Conservation District, a
special district organized under the California
Public Resources Code**

By: _____
Grant Davis
General Manager
Authorized per Sonoma County Water
Agency's Board of Directors Action on
September 10, 2019

By: _____

(Please print name here)

Title: _____

Date: _____

Date: _____

Exhibit A

Scope of Work

1. TASKS

- 1.1. Task 1: Landowner outreach/workshops/development and dissemination of Russian River information
 - a. Develop articles on stewardship subjects, such as water monitoring techniques, recommended management practices, improved land stewardship, habitat enhancement and restoration, water conservation and storage activities, and activities Gold Ridge RCD is currently engaged in throughout the Atascadero/Green Valley, Dutch Bill, Laguna, and Willow Creek Watersheds. Additionally, perform outreach to landowners to develop a mailing and email list, and distribute limited hard copies at appropriate community sites, as well as post articles on the Gold Ridge RCD website.
 - i. Prepare educational bulletins disseminated to sub-watershed groups and residents in the lower Russian River Watershed via electronic list service and on the Gold Ridge RCD website.
 - ii. Prepare and mail one newsletter per year to target residents who don't make use of the online services.
 - b. Conduct water conservation/salmonid habitat workshops within the Russian River watershed, targeting riparian landowners who could participate in current or future RCD programs.
 - i. Provide workshop flyers, agendas, and attendance sheets
 - ii. Provide summaries of workshop presentation

Deliverable	Due Date
Workshop agendas and summaries:	Jan 15, 2018 Jul 15, 2018 Jan 15, 2019 Aug 15, 2019 January 15, 2020 July 15, 2020 January 15, 2021 July 15, 2021
Educational bulletins and watershed health article	Jan 15, 2018 Jul 15, 2018 Jan 15, 2019 Aug 15, 2019 January 15, 2020 July 15, 2020 January 15, 2021 July 15, 2021

1.2. Task 2: Funding Development for Salmonid Habitat Restoration

- a. Seek additional funding from federal, state, and local agencies to plan and implement projects designed to enhance salmonid habitat within the Russian River watershed, including instream flow enhancement, instream habitat improvements, water conservation, and fish passage barrier removal. At least 10 proposals will be submitted during the agreement period.

Deliverable	Due Date
List of proposals that have been submitted to funding agencies with brief summary and amounts	Biannually beginning August 15, 2017 Biannually beginning August 15, 2019
Summary of proposals accepted by funding agencies	Biannually beginning August 15, 2017 Biannually beginning August 15, 2019

1.3. Task 3: Salmonid Habitat Restoration Grants

- a. Prepare and submit grant applications for work such as adding instream habitat structures, reducing fine sediment delivery to streams, riparian revegetation, removal of fish passage barriers, implementing water storage and conservation projects that increase summer instream flows, and other projects that restore salmonid habitat.
- b. Prepare annual progress report on the grants.
- c. Annual Progress Reports:
 - i. Prepare annual progress reports. Submit one copy to Sonoma Water per the deliverable table below. Contents shall include the following:
 - a) A detailed list of work performed
 - b) Other information as appropriate or as requested by Sonoma Water

- ii. Review. Submit to Sonoma Water for review.
 - a) First Draft: Prepare the report in draft form and submit to Sonoma Water for review and approval in accordance with the date listed for this deliverable. Sonoma Water will return 1 copy of the draft report to Gold Ridge RCD with comments or approval in writing within 10 calendar days.
 - b) Subsequent Draft(s): If Sonoma Water requests revisions, revise the draft report and resubmit 1 copy of the report for Sonoma Water approval.
 - c) Final: Following Sonoma Water approval and prior to Sonoma Water's acceptance of work under this Agreement, submit the final approved report to Sonoma Water in accordance with the date listed for this deliverable.

Deliverable	Due Date
Draft Annual Progress Reports	June 1, 2018 June 1, 2019
Final Annual Progress Reports	August 15, 2018 August 15, 2019

- 1.4. Task 4: Support the Collection, Analysis, and Dissemination of Stream Monitoring Data for the Lower Russian River
 - a. Collect, analyze, and disseminate to CDFG, UC Cooperative Extension Russian River Coho Salmon Captive Broodstock Program and the Russian River Coho Water Resources Partnership seasonal stream monitoring data in reaches focused on but not limited to Atascadero/Green Valley, Dutch Bill, and Willow Creek Watersheds. Maintain study reaches, including establishing Landowner Access Agreements, notifying landowners of monitoring schedules, and corresponding about monitoring data and reports.
 - b. Deploy multi-parameter water quality meters (sondes) in two to three selected stream reaches to document water quality conditions (including Temperature, Dissolved Oxygen, pH and Specific Conductivity) at 30-minute intervals from late spring to late fall.
 - c. Conduct periodic biological monitoring through benthic macroinvertebrate sampling and/or snorkeling surveys to document the aquatic species communities. May also include relocation of aquatic species at recommendation of Department of Fish and Wildlife.
 - d. Prepare annual summary report analyzing stream monitoring data and associated habitat enhancement recommendations.
 - i. Contents: Prepare a report that includes, but is not limited to, the following:

- a) Table of Contents
- b) Summary of study results
- c) A detailed description of the work performed, including methodology and summary of data collected
- d) A location map
- e) Other information to support the study
- ii. Review: Submit to Sonoma Water for review.
 - a) First Draft: Prepare the report in draft form and submit to Sonoma Water for review and approval in accordance with the date listed for this deliverable. Sonoma Water will return 1 copy of the draft report to Gold Ridge RCD with comments or approval in writing.
 - b) Subsequent Draft(s): If Sonoma Water requests revisions, revise the draft report and resubmit 1 copy of the report for Sonoma Water approval.
 - c) Final: Following Sonoma Water approval and prior to Sonoma Water's acceptance of work under this Agreement, submit the final approved report to Sonoma Water in accordance with the date listed for this deliverable.

Deliverable	Due Date
Draft annual report, including thematic maps and technical summary	June 1, 2018
	June 1, 2019
	June 1, 2020
	June 1, 2021
Final annual report, including thematic maps and technical summary	August 15, 2018
	August 15, 2019
	August 15, 2020
	August 15, 2021

- 1.5. Task 5: Groundwater Sustainability Planning
 - a. Contribute to the development of a Groundwater Sustainability Plan for the Santa Rosa Plain Groundwater Basin including participation in key staff and board meetings and strategic outreach to land owners in the Santa Rosa Plain Groundwater Basin.
- 1.6. Task 6: Administration and Reports
 - a. Provide Sonoma Water with bi-annual and annual reports summarizing and discussing the activities completed under this Agreement, including copies of the work products described above, as well as any conclusions that Gold Ridge RCD has drawn from the data and information gathered.
 - b. Perform various duties required to track and implement the tasks described herein including, but not limited to, invoicing Sonoma Water, accounting of materials procured, and tracking of costs associated with the various tasks.
 - c. Monthly Progress Reports
 - i. Prepare monthly progress reports. Submit one copy to Sonoma Water on the first of each month during the term of this Agreement.

- ii. Monthly progress reports shall include the following:
 - a) A detailed list of work performed
 - b) Dates and subject of meetings conducted, meeting attendees, and summary of meeting results
 - c) Accounting of materials
 - d) Cost tracking associated with various tasks
 - e) Other information as appropriate or as requested by Sonoma Water.

Deliverable	Due Date
Annual Report submitted with invoice	Submit within 12 months of the Effective Date of this Agreement and every 12 months thereafter for the term of this Agreement
Biannual Report submitted with invoice	Submit within six months of the Effective Date of this Agreement and every six months thereafter for the term of this Agreement
Monthly invoices	Monthly beginning August 15, 2017

2. **DELIVERABLES**

- 2.1. Submit one electronic copy in PDF format (emailed or on CD) and three hard copies of each final deliverable to Sonoma Water.
- 2.2. Comply with requirements of Paragraph 4.3 (Content Online Accessibility).

Exhibit B

Schedule of Costs

PERSONNEL	
Title	Rate
Executive Director	\$108 per hour
Lead Scientist/Project Manager	\$102 per hour
Conservation Planner	\$100 per hour
Ecologist	\$96 per hour
Project Manager 1	\$97 per hour
Project Manager 2	\$93 per hour
Project Coordinator 2	\$75 per hour
EXPENSES	
Item	Cost
Materials (batteries, PVC pipes, attachment cords, calibration solution, photo copies, wetsuit, mask and snorkel, wader boots, d-net, turbidity meter repair, rite-in-the-rain paper, and formazin turbidity calibration solution)	At cost
Subconsultant: Brelje and Race	At cost, not to exceed \$2,000
Copies	\$0.10 per page
Postage	at cost
Overnight mail	at cost
Mileage for personal car	\$0.535 per mile

Exhibit C

Estimated Breakdown of Costs

	Annual Cost for Years 1 & 2	Year 3	Year 4	Total Cost for Four Years
Task 1: Landowner outreach, workshops, development, and dissemination of the Russian River information	6,000	10,000	10,000	32,000
Task 2: Funding development for Salmonid Habitat Restoration	6,500	15,000	15,000	43,000
Task 3: Salmonid Habitat Restoration	10,000	6,000	6,000	32,000
Task 4: Support for the Collection, Analysis, and Dissemination of Stream Monitoring Data for the Lower Russian River	5,000	6,500	6,500	23,000
Task 5: Groundwater Sustainability Planning	Year 1: \$0 Year 2: \$27,000	10,000	10,000	47,000
Task 6: Administration and Reports	2,500	2,500	2,500	10,000
	TOTAL			\$187,000

Exhibit D

Insurance Requirements

1. **SECTION I – INSURANCE TO BE MAINTAINED BY GOLD RIDGE RESOURCE CONSERVATION DISTRICT**

Gold Ridge Resource Conservation District shall maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. The insurance shall be maintained for the entire term of the Agreement after all funds have been disbursed.

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

1.1. Workers Compensation and Employers Liability Insurance

- a. Required if Gold Ridge Resource Conservation District 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 Gold Ridge Resource Conservation District currently has no employees as defined by the Labor Code of the State of California, Gold Ridge Resource Conservation District agrees to obtain the above-specified Workers' Compensation and Employers' Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

1.2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and either Commercial Excess or Commercial Umbrella Liability Insurance. If Gold Ridge Resource Conservation District maintains higher limits than the specified minimum limits, Sonoma Water requires and shall be entitled to coverage for the higher limits maintained by Gold Ridge Resource Conservation District.

- 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. Gold Ridge Resource Conservation District is responsible for any deductible or self-insured retention and shall fund it upon Sonoma Water's written request, regardless of whether Gold Ridge Resource Conservation District has a claim against the insurance or is named as a party in any action involving the Sonoma Water.
- d. Sonoma County Water Agency, its officers, agents, and employees, shall be endorsed as additional insureds for liability arising out of Gold Ridge Resource Conservation District's ongoing operations. (ISO endorsement CG 20 26 or equivalent).
- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between Sonoma Water and Gold Ridge Resource Conservation District 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 satisfied by a combination of Automobile Liability Insurance and either Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned vehicles if Gold Ridge Resource Conservation District owns vehicles.
- c. Insurance shall cover hired and non-owned vehicles.
- d. Required Evidence of Insurance: Certificate of Insurance.

1.4. Standards for Insurance Companies

- a. Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

1.5. Documentation

- a. The Certificate of Insurance must include the following reference: TW 16/17-156B.

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

1.6. Policy Obligations

- a. Gold Ridge Resource Conservation District's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

MEMBER'S CERTIFICATE OF COVERAGE

Issue Date
7/1/2019

Provider Special District Risk Management Authority
1112 'I' Street, Suite 300
Sacramento, California 95814
800.537.7790 www.sdrma.org



Member **Gold Ridge Resource Conservation District**
2776 Sullivan Road
Sebastopol, California 95472

Member Number: 7718

This is to certify that coverages listed below have been issued to the Member named above for the period indicated. This certificate is not an insurance policy or an agreement of coverage and does not amend, extend or alter the coverage afforded by the agreements listed herein. 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 coverage described herein is subject to all the terms, exclusions, and conditions of the specific coverage document. This certificate of coverage evidences the limits of liability in effect at the inception of the agreements shown; limits shown may have been reduced by paid claims. This certificate is issued as a matter of information only and confers no rights upon the certificate holder.

Type of Coverage	Policy Number	Effective Date	Expiration Date	Limits
Property		7/1/2019	7/1/2020	Per Occurrence
Property				\$ 1,000,000,000
Boiler & Machinery				\$ 100,000,000
Pollution	PPC-SDRMA-201920			\$ 2,000,000
Cyber				Limits on File
				Replacement cost for Scheduled Property
Mobile Equipment	LCA-SDRMA-201920	7/1/2019	7/1/2020	Per Occurrence
Mobile/Contractors Equipment				\$ 1,000,000,000
				Actual cash value for Scheduled Property
General Liability	LCA-SDRMA-201920	7/1/2019	7/1/2020	Per Occurrence
Bodily Injury				\$ 2,500,000
Property Damage				\$ 2,500,000
Public Officials Personal				\$ 500,000
Employment Benefits				\$ 2,500,000
Employee/Public Officials E & O				\$ 2,500,000
Employment Practices Liability				\$ 2,500,000
Employee/Public Officials Dishonesty	EDC-SDRMA-201920			\$ 1,000,000
Auto Liability	LCA-SDRMA-201920	7/1/2019	7/1/2020	Per Occurrence
Auto Bodily Injury				\$ 2,500,000
Auto Property Damage				\$ 2,500,000
Uninsured Motorist	UMI-SDRMA-201920			Limits on File
Workers' Compensation	WCP-SDRMA-201920	7/1/2019	7/1/2020	Per Occurrence
Employers Liability				\$ 5,000,000
Workers' Compensation				Statutory

Laura S. Gill - Chief Executive Officer

Description: All listed coverage is in effect only for the time period specified.



1112 I Street, Suite 300
Sacramento, California 95814-2865
T 916.231.4141 or 800.537.7790 *F 916.231.4111

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This endorsement changes the Liability Coverage Agreement. Please read it carefully.

COVERAGE PERIOD: 7/1/2019 through 7/1/2020

MEMBER AGENCY

Gold Ridge Resource Conservation District
2776 Sullivan Road
Sebastopol, California 95472

ADDITIONAL COVERED PARTY

Sonoma County Water Agency
404 Aviation Boulevard
Santa Rosa, CA 95403

This endorsement modifies the Liability Coverage Agreement provided under the following:

Auto Liability - Auto Bodily Injury - LCA-SDRMA-201819 - Per Occurrence - \$1,000,000
Auto Liability - Auto Property Damage - LCA-SDRMA-201819 - Per Occurrence - \$1,000,000
General Liability - Bodily Injury - LCA-SDRMA-201819 - Per Occurrence - \$2,000,000
General Liability - Property Damage - LCA-SDRMA-201819 - Per Occurrence - \$2,000,000

It is hereby agreed that this endorsement is added to the Liability Coverage Agreement issued to **Gold Ridge Resource Conservation District** by Special District Risk Management Authority ("SDRMA") adding the following as an **Additional Covered Party**.

The Sonoma County Water Agency, its officers, and employees are named as additional covered parties for liability arising out of the operations by or on behalf of the named member in the performance of contract TW 16/17 156 for Funding of the Russian River Watershed Program and TW 16/17-103 for Outreach and Emergency Permitting Assistance for Green Valley Creek Flood Project.

Unless required by a contract between **Gold Ridge Resource Conservation District** and **Sonoma County Water Agency**, coverage afforded by this **ENDORSEMENT** shall be excess and non-contributory with respect to any other valid and collectible insurance or risk financing providing coverage to **Sonoma County Water Agency**, including any self-insured retention the **Sonoma County Water Agency** may have, and any other insurance or risk financing providing coverage to the **Sonoma County Water Agency** shall be considered primary to this coverage. If required by a contract between **Gold Ridge Resource Conservation District** and **Sonoma County Water Agency**, the coverage afforded by this **ENDORSEMENT** shall be primary with respect to any other valid and collectible insurance or risk financing providing coverage to the **Sonoma County Water Agency** including any self-insured retention the **Sonoma County Water Agency** may have, and any other insurance or risk financing providing coverage to the **Sonoma County Water Agency** shall be considered excess to this coverage. The coverage afforded by this **ENDORSEMENT** is afforded only with respect to liability arising out of the ongoing operations of the SDRMA Member named above and provided further that this coverage does not apply to the sole negligence of the additional covered party named above. Coverage shall not be extended for the active negligence of the **Sonoma County Water Agency** in any case where an agreement to indemnify the additional named party would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

All other terms and conditions remained unchanged.

Coverage provided by this endorsement, under the terms, conditions and exclusions contained in the Liability Coverage Agreement issued by SDRMA to **Gold Ridge Resource Conservation District** shall not be reduced or canceled without 30 days written notice given to the **Sonoma County Water Agency** via certified mail.

THIS ENDORSEMENT CHANGES THE LIABILITY COVERAGE AGREEMENT. PLEASE READ IT CAREFULLY.

The inclusion of more than one **Covered Party** shall not operate to impair the rights of one Covered Party against another Covered Party and the coverages afforded shall apply as though separate policies have been issued to each Covered Party except that the inclusion of more than one covered party shall not increase the limit of liability of SDRMA.

Effective date of this endorsement is: 7/1/2019

Signed by: _____

Laura S. Gill

Laura S. Gill - Chief Executive Officer