

Agreement for Watershed Academics to Enhance Regional Sustainability (WATERS) Collaborative

This agreement ("Agreement") is by and between **Sonoma County Water Agency**, a body corporate and politic of the State of California ("Sonoma Water") and **Sonoma State University** ("SSU"). The Effective Date of this Agreement is the date the Agreement is last signed by the parties to the Agreement, unless otherwise specified in Paragraph 5.1.

RECITALS

- A. Sonoma Water periodically needs research and investigation services that could improve the effectiveness of Sonoma Water's stream maintenance, water supply, energy, and sanitation services.
- B. Sonoma Water and SSU developed a program called the Watershed Academics to Enhance Regional Sustainability (WATERS) Collaborative (WATERS Collaborative) to support and build on existing interactions between Sonoma Water and SSU.
- C. The overarching goals of the WATERS Collaborative are to: 1) create a trained and local workforce of SSU graduates with knowledge, expertise, and interest in water management issues; 2) increase and broaden the contributions of SSU students, faculty, and staff to Sonoma Water projects and programs; 3) enhance public awareness and understanding of flood protection and water management issues and the value of the WATERS Collaborative; 4) improve the effectiveness of Sonoma Water's stream maintenance, water supply, energy, and sanitation activities; and 5) establish an administrative structure for the WATERS Collaborative.
- D. Under this Agreement, SSU will provide research and investigation services to improve the effectiveness of Sonoma Water's stream maintenance, water supply, energy, and sanitation services.
- E. Sonoma Water is contributing \$280,000 under this Agreement and SSU is working to secure additional funding from other sources. In the event the additional money is not fully secured, the two parties will negotiate an amendment for a reduced scope of work.

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: Lump Sums Breakdown of Costs

3. **SCOPE OF SERVICES**

3.1. *SSU's Specified Services:* SSU shall perform the services described in Exhibit A (Scope of Work), within the times or by the dates provided for in Exhibit A and pursuant to Article 9 (Prosecution of Work). In the event of a conflict between the body of this Agreement and Exhibit A, the provisions in the body of this Agreement shall control.

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

Sonoma Water	SSU
Project Manager: Mike Thompson 404 Aviation Boulevard Santa Rosa, CA 95403-9019 Phone: 707-521-1863 Email: Michael.Thompson@scwa.ca.gov	Contact: Claudia Luke, Ph.D. 1801 East Cotati Avenue Rohnert Park, CA 94928 Phone: 707-664-3416 Email: lukec@sonoma.edu
Remit invoices to:	Remit payments to:
Accounts Payable Same address as above or Email: ap_agreements@scwa.ca.gov	Attn: Nicole Ream, Sponsored Projects Administrator Sonoma State University/Financial Services Same address as above Phone: 707-664-3444 E-mail: nicole.ream@sonoma.edu

3.3. *Performance Standard and Standard of Care:* SSU hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with the standards of a reasonable professional having specialized knowledge and expertise in the services provided under this Agreement and in accordance with all applicable federal, state and local laws, it being understood that acceptance of SSU's work by Sonoma Water shall not operate as a waiver or release. Sonoma Water has relied upon the professional ability and training of SSU as a material inducement to enter into this Agreement. If Sonoma Water determines that any of SSU's work is not in accordance with such level of competency and standard of care, Sonoma Water, in its sole discretion, shall have the right to do any or all of the following: (a) require SSU to meet with Sonoma Water to review the quality of the work and resolve matters of concern; (b) require SSU to repeat the work at no additional charge until it is satisfactory; (c) terminate this

Agreement pursuant to the provisions of Article 6 (Termination); or (d) pursue any and all other remedies at law or in equity.

3.4. *Assigned Personnel:*

- a. SSU shall assign only competent personnel to perform work hereunder. In the event that at any time Sonoma Water, in its sole discretion, desires the removal of any person or persons assigned by SSU to perform work hereunder, SSU shall remove such person or persons immediately upon receiving written notice from Sonoma Water.
- b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by Sonoma Water to be key personnel whose services were a material inducement to Sonoma Water to enter into this Agreement, and without whose services Sonoma Water would not have entered into this Agreement. SSU shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of Sonoma Water.
- c. In the event that any of SSU's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness, or other factors outside of SSU's control, SSU shall be responsible for timely provision of adequately qualified replacements.

4. **PAYMENT**

4.1. *Total Costs:*

- a. Total costs under this Agreement shall not exceed \$280,000.
- b. No more than \$252,000 will be paid until the final project proposals in Task 7 are submitted.

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

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

<i>Yearly Payments</i>	<i>Amount</i>
Calendar Year 2020 upon execution of Agreement	\$130,000
Calendar Year 2021 on or after January 1, 2021	\$75,000
Calendar Year 2022 on or after January 1, 2022	\$75,000

- b. A breakdown of costs used to derive the lump sum amounts including, but not limited to, hourly rates, estimated travel expenses and other applicable expenses, is specified in Exhibit B (Lump Sums Breakdown of Costs), attached hereto and incorporated herein by this reference.
- c. SSU shall not be entitled to any additional payment for any expenses incurred in completion of the services.

- 4.3. *Invoices:* SSU shall invoice Sonoma Water for costs authorized under this Agreement. Invoices shall show or include:
- SSU name
 - Name of Agreement
 - Sonoma Water's Project-Activity Codes F0371D026, F0372D026, and F0373D026
 - Task performed with an itemized description of services rendered by date
 - Summary of work performed by subconsultants, as described in Paragraph 14.4
- 4.4. *Timing of Payments:* Unless otherwise noted in this Agreement, payments shall be made within the normal course of Sonoma Water business after presentation of an invoice in a form approved by Sonoma Water for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by Sonoma Water.
- 4.5. *Funding:*
- Funding for this Agreement is as follows:

<i>Fiscal Years</i>	<i>Appropriation</i>
2019/2020	\$130,000
2020/2021	\$75,000
2021/2022	\$75,000
 - 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 SSU to reflect the reduced amount.

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

- 5.1. *Term of Agreement:*
- This Agreement shall expire on April 28, 2023, unless terminated earlier in accordance with the provisions of Article 6 (Termination).
 - Sonoma Water shall have two options to extend this Agreement for a period of one year each by providing written notice to SSU thirty days in advance of the expiration date noted in this Article and of the first extension option.

- 5.2. *Commencement of Work:* SSU 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. SSU's right to terminate this Agreement shall be exercised by University's Contracts and Procurement Office.
- 6.2. *Termination Without Cause:* Notwithstanding any other provision of this Agreement, at any time and without cause, either party shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to the other party.
- 6.3. *Termination for Cause:* Notwithstanding any other provision of this Agreement, should SSU fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, Sonoma Water may immediately terminate this Agreement by giving SSU 10 days written notice of such termination, stating the reason for termination.
- 6.4. *Delivery of Work Product and Final Payment Upon Termination:* In the event of termination, SSU, within 14 days following the date of termination, shall deliver to Sonoma Water all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by SSU or SSU's subcontractors, consultants, and other agents in connection with this Agreement subject to Paragraph 12.9 and shall submit to Sonoma Water an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.
- 6.5. *Payment Upon Termination:* Upon termination of this Agreement by Sonoma Water, SSU shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by SSU bear to the total services otherwise required to be performed for such total payment; provided, however, that if services are to be paid on a per-hour or per-day basis, then SSU shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to termination multiplied by the applicable hourly or daily rate; and further provided, however, that if Sonoma Water terminates the Agreement for cause pursuant to Paragraph 6.3, Sonoma Water shall deduct from such amounts the amount of damage, if any, sustained by Sonoma Water by virtue of the breach of the Agreement by SSU.

7. MUTUAL INDEMNIFICATION

- 7.1. Each party to this Agreement (the “Indemnifying Party”) agrees to accept all responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the other party (the “Indemnified Party”), and the Indemnified Party’s supervisors, officers, agents, and employees, from and against any and all liabilities, actions, claims, damages, disabilities, or expenses that may be asserted by any person or entity, including the Indemnifying Party, to the extent resulting from the Indemnifying Party’s breach of any material term of this Agreement, or Indemnifying Party’s negligence or willful misconduct in connection with the performance of this Agreement, but excluding liabilities, actions, claims, damages, disabilities, or expenses to the extent arising from Indemnified Party’s breach of any material term of this Agreement, or Indemnified Party’s negligence or willful misconduct in connection with the performance of this Agreement. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for the parties hereto or their agents under workers’ compensation acts, disability benefit acts, or other employee benefit acts.

8. SELF-INSURANCE

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

9. PROSECUTION OF WORK

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

10. EXTRA OR CHANGED WORK

- 10.1. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Changes to lengthen time schedules or make minor modifications to the scope of work,

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

11. CONTENT ONLINE ACCESSIBILITY

- 11.1. *Accessibility:* Sonoma Water policy requires that all documents that may be published to the Web meet accessibility standards to the greatest extent possible, and utilizing available existing technologies.
- 11.2. *Standards:* All consultants responsible for preparing content intended for use or publication on a Sonoma Water managed or Sonoma Water funded web site must comply with applicable federal accessibility standards established by 36 C.F.R. section 1194, pursuant to section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. section 794(d)), and Sonoma Water's Web Site Accessibility Policy located at <http://sonomacounty.ca.gov/Services/Web-Standards-and-Guidelines/>. All content intended for use or publication shall also comply with SSU standards. Any discrepancies shall be handled on a case by case basis. SSU's Web Site Accessibility Policy located at <https://www.sonoma.edu/web-standards>.
- 11.3. *Certification:* With each final deliverable intended for public distribution (report, presentations posted to the Internet, public outreach materials), SSU 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, SSU shall identify the anticipated accessibility deficiency prior to commencement of any work to produce such deliverables. SSU 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 SSU. If Sonoma Water, in its sole and absolute discretion,

determines that any deliverable intended for use or publication on any Sonoma Water managed or Sonoma Water funded Web site does not comply with Sonoma Water Accessibility Standards, Sonoma Water will promptly inform SSU in writing. Upon such notice, SSU shall, without charge to Sonoma Water, repair or replace the non-compliant materials within such period of time as specified by Sonoma Water in writing. If the required repair or replacement is not completed within the time specified, Sonoma Water shall have the right to do any or all of the following, without prejudice to Sonoma Water's right to pursue any and all other remedies at law or in equity:

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

- 11.6. *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 SSU

- 12.1. *Status of SSU:* The parties intend that SSU, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. SSU is not to be considered an agent or employee of Sonoma Water and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits Sonoma Water provides its employees. In the event Sonoma Water exercises its right to terminate this Agreement pursuant to Article 6 (Termination), SSU expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.
- 12.2. *No Suspension or Debarment:* SSU warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. SSU also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration.
- 12.3. *Taxes:* SSU agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to,

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

- 12.4. *Records Maintenance:* SSU shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to Sonoma Water for inspection at any reasonable time. SSU shall maintain such records for a period of four (4) years following completion of work hereunder.
- 12.5. *Conflict of Interest:* SSU covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. SSU further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if required by law or requested to do so by Sonoma Water, SSU shall submit a completed Fair Political Practices Commission Statement of Economic Interests (Form 700) with Sonoma Water within 30 calendar days after the Effective Date of this Agreement and each year thereafter during the term of this Agreement, or as required by state law.
- 12.6. *Statutory Compliance/Living Wage Ordinance:* SSU agrees to comply, and to ensure compliance by its subconsultants or subcontractors, with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, SSU expressly acknowledges and agrees that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.
- 12.7. *Nondiscrimination:* SSU shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

- 12.8. *Assignment of Rights:* SSU assigns to Sonoma Water all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by SSU in connection with this Agreement. SSU agrees to take such actions as are necessary to protect the rights assigned to Sonoma Water in this Agreement, and to refrain from taking any action which would impair those rights. SSU's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the 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. SSU 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.
- 12.9. *Ownership and Disclosure of Work Product:* All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by SSU or SSU's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of Sonoma Water. Sonoma Water shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, SSU shall promptly deliver to Sonoma Water all such documents, which have not already been provided to Sonoma Water in such form or format as Sonoma Water deems appropriate. Such documents shall be and will remain the property of Sonoma Water without restriction or limitation. SSU may retain copies of the above described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of Sonoma Water.

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, SSU may enter into subcontracts with the subconsultants specifically identified herein. If no subconsultants are listed, then no subconsultants will be utilized in the performance of the work specified in this Agreement.
- 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, SSU may enter into subcontracts with subconsultants to perform other specific duties pursuant to the provisions of this Paragraph 14.2. The following provisions apply to any subcontract entered into by SSU other than those listed in Paragraph 14.2:
 - a. Prior to entering into any contract with subconsultant, SSU shall obtain Sonoma Water approval of subconsultant.
 - b. All agreements with subconsultants shall (a) contain indemnity requirements in favor of Sonoma Water in substantially the same form as that contained in Article 7 (Mutual Indemnification), (b) contain language that the subconsultant may be terminated with or without cause upon reasonable written notice, and (c) prohibit the assignment or delegation of work under the agreement to any third party.
- 14.4. *Summary of Subconsultants' Work:* SSU shall provide Sonoma Water with a summary of work performed by subconsultants with each invoice submitted under Paragraph 4.3. Such summary shall identify the individuals performing work on behalf of subconsultants and the total amount paid to subconsultant, broken down by the tasks listed in the Scope of Work.

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. SSU and Sonoma Water acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. SSU and Sonoma Water acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.
- 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 (Mutual Indemnification), nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.
- 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 19/20-062

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: 1/29/20 JES

Sonoma County Water Agency

Sonoma State University

By: _____
Grant Davis
General Manager
Authorized per Sonoma County Water
Agency's Board of Directors Action on
April 28, 2020

By: _____

(Please print name here)

Title: _____

Date: _____

Date: _____

Exhibit A

Scope of Work

1. TASKS

1.1. Task 1: Maintain and Update the WATERS Website

(www.sonoma.edu/cei/waters). Make annual updates to specific products including:

- a. Expert guide: Add new faculty with water-related expertise to the directory
- b. Project descriptions: Describe and add new projects using existing formats (i.e., Project Summary, Participants, Methods, Quality Control, and Resulting Data and Reports)

Deliverable	Due Date
Updated informational resources on website.	June 15 of each calendar year for the term of this agreement

1.2. Task 2: Infuse Water Management Research into SSU Curriculum

- a. Oversee a water-related grant program that funds faculty-student projects on water-related research and creative inquiry. Include one meeting at the beginning of each semester between SSU and Sonoma Water to review and award project proposals.
- b. Prepare meeting agendas and minutes and provide to Sonoma Water.
- c. Research topics (applied or conceptual) including, but not limited to, the following areas:
 - Upland, Riparian and Wetland Ecology
 - Stream Geomorphology
 - Geology
 - Habitat Restoration
 - Habitat Mapping and Evaluation
 - Non-Native, Invasives
 - Herbicide Use
 - Climate Change
 - Land Use Planning
 - Groundwater
 - Water Quality
 - Sedimentation
 - Fisheries
 - Botany
 - Horticulture and Landscaping
 - Environmental Sociology
 - Arts and Technology
 - Computer Science
 - Economics
- d. Develop a watershed research course that engages 40 students to serve as a Soil & Water Assessment Tool (SWAT) team for regional watershed management questions
- e. In coordination with Sonoma Water, conduct an annual symposium to present the student projects engaged by the collaborative, including project descriptions, relevant data, metadata, and outcomes.

Deliverable	Due Date
Project meeting agendas and minutes	June 15 of each calendar year
Data, metadata, project descriptions	June 15 of each calendar year
Symposium	June 15 of each calendar year

1.3. Task 3: Perform Outreach

- a. Distribute information about the WATERS Collaborative and engage community members in its activities as follows:
 - i. News Releases and Articles: Coordinate with Sonoma Water on a minimum of three news releases or articles on WATERS accomplishments, and advertise the end of year symposium described in Task 2 to local watershed associations such as the Russian River Watershed Association (RRWA) and the North Bay Watershed Association (NBWA). Post media products on WATERS website annually.
 - ii. Posters and PowerPoint Presentations: Post presentations from the Symposium to WATERS website.

Deliverable	Due Date
News releases and articles	June 15 of each calendar year
Posters and PowerPoint presentations	June 15 of each calendar year

1.4. Task 4: Copeland Creek Restoration

- a. Lead restoration work of the riparian zone along the SSU campus portion of Copeland Creek (approximately 1 mile). Restoration work includes:
 - i. Grant Writing: Collaborate with regional partners to seek funding for riparian restoration projects on Copeland Creek.
 - iii. Restoration Planning: Design a detailed restoration plan for Copeland Creek on the SSU campus.
 - iv. Invasive and Non-native Species Removal: Eradicate and control invasive species and non-native trees in accordance with the Copeland Creek Restoration plan, including annual summer work with Sonoma County Youth Ecology Corps and Social Advocates for Youth or other participating organization.
 - v. Native Plant Propagation and Planting: Propagate native plants and distribute to restoration sites, including Copeland Creek. Plant native species along Copeland Creek in accordance with the restoration plan.
 - vi. Monitoring: Assess the success of restoration efforts annually.
 - vii. Reporting: Write an annual restoration report that includes, but is not limited to, the items below.
 - a) Table of Contents
 - b) A description of grant-writing activities
 - c) New drafts of restoration plans

- d) Description of areas of invasive and non-native species treated
 - e) Number and species of plants propagated and planted
 - f) Description of the area restored
 - g) Evaluation of the success of restoration efforts
 - h) A detailed description of the work performed, including methodology, literature reviewed, and individuals and agencies contacted
 - i) Other information to support the report or as requested by Sonoma Water
- viii. Revisions. Submit to Sonoma Water for review. Sonoma Water will have three weeks to provide any comments and modifications each time the report draft is submitted.
- 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 one copy of the draft report to SSU with comments or approval in writing.
 - b) Subsequent Draft(s): If Sonoma Water requests revisions, revise the draft report and resubmit for Sonoma Water approval.
- ix. 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.

Deliverables	Due Date
0.36 acres of completed enhanced or restored riparian area for use as mitigation for Sonoma Water Stream Maintenance Program	June 15 of each calendar year
Draft restoration report	June 15 of each calendar year
Final restoration report	Within 14 calendar days of Sonoma Water's approval of the draft.

1.5. Task 5: Water and Land Use Planning Integration

- a. Teach a land use and water resources planning course that exposes students to the history and practice of water resources management and comprehensive local government planning and the potential for their integration.
- b. Guide students in analyzing city and county planning efforts and developing goals, policies, and implementation actions that integrate land use and water resources planning. Provide three SSU faculty-recommended student water resource recommendation reports.

- c. Develop and implement a collaborative student internship program with Sonoma Water and Permit Sonoma.

Deliverable	Due Date
Three student water resource recommendation reports	June 15 of each calendar year
Internship program description	June 15 of first calendar year
Annotated list of interns and agency hosts	June 15 of each calendar year

1.6. Task 6: WATERS Confluence

- a. Develop and implement the WATERS Confluence, a program that assists the RRWA and/or NBWA to implement their work plans by engaging SSU faculty and students in multi-disciplinary research projects targeting high-priority water management needs.
 - i. Coordinate with RRWA and/or NBWA to identify research questions and report on project results. Provide a prioritized list of research questions
 - ii. Engage faculty and students across multiple disciplines to draft project proposals to address research questions.
 - iii. Prepare a summary of selected draft project proposals and submit to Sonoma Water for review. Sonoma Water will review the draft project proposals in the summary and have three weeks to provide any comments on and modification to the draft project proposals each time the report draft is submitted, and will return one copy of each draft project proposal to SSU with comments or approval in writing.
 - a) Project Proposal Drafts: Include a detailed description of the work to be performed, including a literature review, proposed methods, and individuals and agencies contacted.
 - b) Subsequent Draft(s): If Sonoma Water requests revisions, revise each draft project proposal and resubmit for Sonoma Water approval.
 - iv. Final Project: Following Sonoma Water approval and prior to Sonoma Water's acceptance of work under this Agreement, submit each final approved project proposal to Sonoma Water in accordance with the date listed for this deliverable.
 - v. Share project results with RRWA and NBWA through presentations, meetings, and posting to the WATERS website.
 - c) Provide a list of presentation dates
 - d) Meet with RRWA and NBWA to present multi-disciplinary research project results. Provide meeting minutes.
 - e) Post project data, metadata, reports, and presentations to WATERS website.

Deliverable	Due Date
Prioritized list of research questions identified by RRWA and NBWA for study	July 1 of each calendar year
Project proposal summary	June 1 of each calendar year
Final project proposals	Within 14 calendar days of Sonoma Water's approval of draft
List of RRWA and NBWA presentation dates	July 1 of each calendar year starting in 2021
Presentations to RRWA and NBWA	July 1 of each calendar year starting in 2021
Provide copies of the presentations to Sonoma Water	July 1 of each calendar year starting in 2021
Meeting Minutes	July 1 of each calendar year

- 1.7. Task 7: Lump Sums Breakdown of Costs for Years 2021 and 2022
- a. If SSU secures funding from additional sources for years 2021 and 2022, provide a breakdown of costs for those years per Exhibit B of this Agreement.

Deliverable	Due Date
Breakdown of costs	Within 30 days of notification that funding is secured

2. DELIVERABLES

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

Exhibit B

Lump Sums Breakdown of Costs

	Rate	Unit Cost	% time	Annual Total for First Year
A. Salaries				
WATERS Coordinator		96,467	3%	2,894
Research Fellow Stipend		16,000		16,000
WATERS Assistant		15,000	79%	15,000
A. Benefits				
WATERS Coordinator	60.00%			1,736
WATERS Assistant	59.80%			8,970
C. Project Support				
Water Management Research Courses				
Water Research Grants				9,000
Water Research SWAT Team				6,000
Copeland Creek Restoration				13,900
Water and Land Use Planning Integration				10,000
WATERS Confluence				
Faculty Support				13,000
Course Supplies				7,500

Subtotal	104,000
Indirect 25%	26,000
GRAND TOTAL	130,000

CERTIFICATE OF COVERAGE

DATE (MM/DD/YYYY)
6/20/2019

PRODUCER

Alliant Insurance Services, Inc.
100 Pine Street, 11th Floor
San Francisco CA 94111

THIS CERTIFICATE IS ISSUED AS A MATTER OF EVIDENCE ONLY AND CONFERES NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE MEMORANDUM(S) OF COVERAGE BELOW.

THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING COVERAGE PROVIDER, AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: IF THE CERTIFICATE HOLDER IS AN ADDITIONAL COVERED PARTY, THE MEMORANDUM OF COVERAGE MUST BE ENDORSED. A STATEMENT ON THIS CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S).

IMPORTANT: IF SUBROGATION IS WAIVED, SUBJECT TO THE TERMS AND CONDITIONS OF THE MEMORANDUM(S) OF COVERAGE AN ENDORSEMENT MAY BE REQUIRED. A STATEMENT ON THE CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S).

NAMED COVERED PARTY

Sonoma State University
1801 East Cotati Avenue
Rohnert Park CA 94928

PROGRAM AFFORDING COVERAGE

A: CSURMA

B:

C:

COVERAGES

THIS IS TO CERTIFY THAT THE COVERAGE IS AFFORDED TO THE ABOVE NAMED MEMBER, AS PROVIDED BY THE MEMORANDUM(S) OF COVERAGE, FOR THE PERIOD SHOWN BELOW, NOT WITHSTANDING 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 AFFORDED BY THE PROGRAM DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUM(S) OF COVERAGE. THE FOLLOWING COVERAGE IS IN EFFECT.

JPA LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE (MM/DD/YY)	COVERAGE EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	CSURMA-LIAB-1920	7/1/2019	7/1/2020	EACH OCCURRENCE	\$ 2,000,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXPENSE (Any one person)	\$
	<input checked="" type="checkbox"/> Contractual Liab				PERSONAL & ADV INJURY	\$
	<input checked="" type="checkbox"/> SIR \$50,000				GENERAL AGGREGATE	\$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS-COMP/OP AGG	\$ 4,000,000
	<input type="checkbox"/> MEMOR-ANDUM <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO					\$
	<input type="checkbox"/> ALL OWNED AUTOS					
	<input type="checkbox"/> SCHEDULED AUTOS					
	<input type="checkbox"/> HIRED AUTOS					
A	WORKERS' COMPENSATION AND EMPLOYERS LIABILITY	CSURMA-WC-1920	7/1/2019	7/1/2020	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 1,000,000
	IF YES, DESCRIBED UNDER SPECIAL PROVISION BELOW				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
					E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
	OTHER					
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL/PROVISIONS

Note: Workers' Compensation Coverage is provided as evidence only.

The County of Sonoma and the Sonoma County Water Agency, their officers, agents and employees are named as additional covered parties as respects the use of facilities/parks during the school year.

CERTIFICATE HOLDER

County of Sonoma and the Sonoma County Water Agency,
their officers, agents and employees
2300 County Center Drive, Suite 120A
Santa Rosa CA 95403

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUM(S) OF COVERAGE BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUM(S) OF COVERAGE PROVISIONS.

AUTHORIZED REPRESENTATIVE

R. Lee Long