

AGREEMENT
between
SONOMA COUNTY WATER AGENCY
and
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

This Agreement is entered into by and between Sonoma County Water Agency (“Sponsor”) and The Regents of the University of California, on behalf of its Berkeley Campus (“UCB”) in support of the project entitled: “Multi-Criteria Suitability Analysis for Stormwater Capture, Treatment, and Recharge (Phase II).”

The parties hereto agree to the following terms and conditions:

Article 1. STATEMENT OF WORK

UCB shall perform the work described in Attachment A, Statement of Work, attached and incorporated into this Agreement. UCB shall use its best efforts in conducting this work but does not guarantee any specific research result or project outcome.

Article 2. PERIOD AND LOCATION OF PERFORMANCE

The period of performance shall begin upon execution of this agreement and shall not extend beyond December 31, 2022 unless extended by amendment(s) to this Agreement.

The location for the performance of the work will be at the University of California, Berkeley.

Article 3. COMPENSATION AND PAYMENTS

1) For the performance of the work described in Attachment A, Sponsor agrees to pay UCB in accordance with the line items established in Attachment B, Budget, attached and incorporated into this Agreement, provided however that payment shall be cost reimbursable and total payment shall not exceed \$60,000. UCB shall submit invoices to Sponsor’s Administrative Representative listed in Attachment C for the allowable costs incurred in the performance of the work in accordance with Attachment B, Budget, attached and incorporated into this Agreement.

UCB shall submit invoices to Sponsor’s Administrative Representative listed in Attachment C for the allowable costs incurred in the performance of the work. UCB will not invoice Sponsor more often than monthly.

Sponsor shall pay within 90 days and in full upon submission of UCB’s standard invoices.

CHECKS SHOULD BE MADE PAYABLE TO:

The Regents of the University of California

CHECKS SHOULD BE SENT TO:

Contracts and Grants Accounting
Attn: Elizabeth Chavez, Interim Director
2195 Hearst Avenue, Room 130F
University of California
Berkeley, CA 94720-1103
Telephone: (510) 642-1371
Fax: (510) 643-7628
Email: CGAawards@berkeley.edu

Article 4. PROJECT MANAGEMENT

Sponsor's Technical Representative is responsible for the overall conduct of the project including technical monitoring and guidance. UCB's Principal Investigator is responsible for the conduct of UCB's technical portion of the project.

Authorized Representatives have the authority to execute this Agreement and its Amendment(s) on behalf of their party.

Article 5. REPORTS

UCB shall submit a final financial report and a brief final narrative report summarizing the results of the work under this Agreement to Sponsor's Technical Representative, listed in Attachment C, within sixty (60) days of the project end date or termination date whichever comes first.

Article 6. PUBLICITY AND PUBLICATION

The parties agree that neither will use the name of the other party or its employees in any advertisement, press release or publicity with reference to this Agreement or any product or service resulting from this Agreement, without prior written approval of the other party.

Sponsor understands that the California Education Code Section 92000 provides that the name "University of California" is the property of the State of California and that no person shall use that name without the permission of The Regents of the University of California.

UCB agrees that publication of project results from work under this Agreement will acknowledge that the project was supported in whole or in part by Sponsor.

Article 7. INTELLECTUAL PROPERTY AND COPYRIGHTS

UCB shall own the entire right, title and interest, including all copyrights and other intellectual property rights, in and to all materials, inventions, works of authorship, software, information and data conceived or developed by UCB in the performance of this project.

In consideration of Sponsor's support of this work, and to the extent that any materials created are able to be the subject of a license under applicable law, UCB shall grant Sponsor a non-transferable, non-exclusive, irrevocable, worldwide, royalty-free license to use, reproduce, publish, or re-publish, or otherwise disseminate materials developed from work supported in whole or in part by Sponsor under this Agreement for its own non-commercial purposes.

Article 8. PATENT RIGHTS

All rights to inventions conceived or reduced to practice in the performance of this agreement are the property of UCB and will be disposed of in accordance with the UCB Patent Policy.

In consideration of Sponsor's support of this work, UCB shall grant Sponsor a non-transferrable, non-exclusive, irrevocable, worldwide, royalty-free license to any patentable invention or discovery conceived and first reduced to practice during the period of performance of this Agreement for Sponsor's own internal non-commercial research or educational purposes.

UCB will promptly disclose to Sponsor's contact for Technical matters in writing and marked "Confidential" any inventions or discoveries arising under this Agreement, and Sponsor shall advise UCB's Administrative Contact in writing within thirty (30) days of this disclosure whether or not it wishes to secure from UCB a license for such invention.

If Sponsor elects not to secure such a license, the rights to the inventions disclosed hereunder shall be disposed of in accordance with UCB policy.

Article 9. RECORD RETENTION

Financial records, supporting documents and other records pertaining to this Agreement shall be maintained and retained by UCB for a period of three (3) years from the termination date of this Agreement.

Article 10. INDEMNIFICATION

UCB shall defend, indemnify and hold Sponsor, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of UCB, its officers, agents or employees.

Sponsor shall defend, indemnify and hold UCB, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Sponsor, its officers, agents or employees.

Article 11. FORCE MAJEURE

Neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations superimposed after the fact.

Article 12. INSURANCE

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

Article 13. EQUIPMENT TITLE

In the event UCB purchases equipment under this Agreement, the title of such equipment shall vest with UCB.

Article 14. DISPUTES

Any dispute arising under this Agreement which is not settled by agreement of the parties may be settled by mediation, non-binding arbitration or other appropriate legal proceedings.

Article 15. TERMINATION

Either party may terminate this Agreement upon thirty (30) days advance written notice to the Administrative and Technical Representatives of the other party, listed in Attachment C.

In the event of such early termination, UCB shall be entitled to payments of all allowable costs incurred and non-cancellable obligations to the effective date of such termination.

Article 16. AMENDMENTS AND NOTICES

Any amendment(s) to this Agreement must be in writing and signed by Authorized Representatives of both parties.

Whenever any notice is to be given hereunder, it shall be in writing and shall be deemed received, if delivered by courier on a business day, or if such day is not a business day, the first business day thereafter, or on the second business day following mailing, if sent by first class

mail, postage prepaid. Notices shall be addressed to the Business Representatives in Attachment C.

Article 17. INDEPENDENT CONTRACTOR

UCB is deemed at all times to be an independent contractor and shall be responsible for the manner in which it performs the work under this Agreement. Nothing contain herein shall be construed as creating the relationship of employer and employee between UCB and Sponsor or its officers, employees or agents.

Article 18. CONFIDENTIALITY

It is expected that the work of this Agreement can be carried out without any of the parties disclosing confidential information to the other parties.

However, should it become necessary to disclose confidential information, Sponsor will notify UCB in advance and in writing. All confidential documents must be clearly marked as “Confidential.” If the information is orally disclosed which is deemed to be confidential, such confidential information must be reduced to writing by Sponsor within thirty (30) days of the oral disclosure, and provided to UCB. UCB agrees to protect Sponsor’s confidential information with the same degree of care as they would their own.

The obligations contained in this clause shall not apply to any confidential information which:

- a. Is publicly known at the time of the disclosure to the receiving party;
- b. After disclosure becomes publicly known otherwise than through a breach by the receiving party, its officer, employees, agents or contractors;
- c. Can be shown by reasonable proof by the receiving party to reached its hands otherwise than by being communicated by the other party, including being known to it prior to disclosure, or having been developed by or for it wholly independently of the other party or having obtained from a third party without any restrictions on disclosure on such third party of which the recipient is aware, having made due inquiry;
- d. Is required by law, regulation or order of a competent authority (including any regulatory or governmental body or securities exchange) to be disclosed by the receiving party, provided that, where practicable, the disclosing party is given reasonable advance notice of the intended disclosure and provided that the relaxation of the obligations of confidentiality shall only last for as long as necessary to comply with the relevant law, regulation or order and shall apply solely for the purposes of such compliance; or
- e. Is approved for release, in writing, but an authorized representative of the disclosing party.

Article 19. SEVERABILITY

If any of the provisions of this Agreement determined to be illegal or unenforceable by a court of competent jurisdiction, the other provisions shall remain in full force and effect.

Article 20. ENTIRE AGREEMENT

This Agreement represents the entire understanding and contract between the parties regarding the subject matter herein, and supersedes any previous written or oral representations, statements, negotiations, or agreements.

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IN WITNESS WHEREOF, duly authorized representatives of the parties have executed this Agreement on the dates noted below.

Reviewed as to funds:

TW 19/20-042

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 County Water Agency

Date/TW Initials: _____

Sonoma County Water Agency

The Regents of the University of California

By: _____
Grant Davis
General Manager
Authorized per Sonoma County Water
Agency's Board of Directors Action on
June 2, 2020

By: _____

(Please print name here)

Title: _____

Date: _____

Date: _____

ATTACHMENT A

Statement of Work

Multi-Criteria Suitability Analysis for Stormwater Capture, Treatment and Recharge

Prof. Louise Mozingo and Dr. Bill Eisenstein
Center for Resource Efficient Communities, UC-Berkeley
NSF ERC for Renewing the Nation's Urban Water Infrastructure (ReNUWIt)

Purpose

Under a prior agreement (Phase I), Center for Resource Efficient Communities (CREC) created a GIS-based method for identifying and analyzing non-technical barriers to the potential siting of stormwater infrastructure in Sonoma County, using the Upper Petaluma River watershed as a case study. The method relies upon interviews with stakeholders in the potentially affected area to identify non-technical issues of concern for them in the potential siting of stormwater infrastructure, and to identify geographical areas where those concerns pertain. Synthesizing those concerns into GIS layers then allowed us to return to the stakeholders with a questionnaire to rank the synthesized concerns and use those responses to conduct a spatial multicriteria decision analysis (MCDA) that results in a suitability map for the non-technical siting criteria across the entire study area.

Tasks

The tasks under this Agreement (Phase II) are based upon the 16 steps in the CREC non-technical site suitability method, as described in the final report for Phase I. These steps are consolidated into four tasks below, for ease of administration.

Task 1: Select study context and prepare materials.

This task encompasses steps 1-5 in the method:

1. Select stormwater management technology: Consult with Sponsor and key participants identified in early consultation and coordination meeting to select a specific stormwater management technology for use in the study; confirm feasibility of technology for both the study site and study purposes.
2. Select study area: Consult with Sponsor and any other sponsors to select study site and specify study boundaries; once selected, assemble aerial photography
3. Assemble necessary spatial data: Compile existing GIS layers pertinent to the study from public sources, Sponsor, and any other sponsors; disaggregate existing land use layer into four basic land uses (residential, commercial/industrial, public, and rural)
4. Select stakeholders: Consult with Sponsor and any other sponsors to select or recruit approximately 12-16 stakeholders to participate in the study; create and send invitation letter/email as necessary to recruit participants
5. Prepare imagery of stormwater technology deployment: If technology selected in step 1 is a technology already in use, compile up to three photographs of installations of the

technology for use in the in-person interview; if technology selected in step 1 is the ReNUWIt stormwater capture, treat and recharge (CTR) system studied in Phase I, reuse imagery from Phase I.

Task 2: Collect and process input from stakeholders

This task encompasses steps 6-9 in the method:

6. Conduct in-person interview: Revise introductory text, consent form, and written description of stormwater system from Phase I materials as necessary; create and print map graphics and other imagery; revise interview questions from Phase I as necessary; travel to and from Sonoma County to conduct 12-16 in-person stakeholder interviews of approximately 30-45 minutes each.
7. Digitize resulting maps: Digitize polygons drawn on maps by interviewees into spatial data layers in ArcGIS.
8. Develop concern layers: Develop master list of issues raised by interviewees and synthesize into approximately seven concern layers for further analysis; create spatial concern layers in ArcGIS by consolidating spatial data layers created in step 7 as appropriate.
9. Conduct follow-up questionnaire: Revise questionnaire used in Phase I as appropriate, including substitution of new concern layers identified in step 8; travel to and from Sonoma County to administer questionnaire in person, either individually or at an organized event, as feasible.

Task 3: Conduct spatial multi-criteria analysis

This task encompasses steps 10-15 in the method:

10. Assign suitability ratings: From the questionnaire results, assign suitability ratings to the attribute tables of the concern layers.
11. Convert polygon layers to raster layers: In ArcGIS, convert concern layers to rasters for subsequent analysis.
12. Convert questionnaire answers to decision weights: Use Analytical Hierarchy Process (AHP) to develop decision weights for spatial MCDA.
13. Conduct MCDA: Use ArcGIS raster calculator to conduct spatial MCDA on concern layers using decision weights derived from interviewees' questionnaire responses.
14. Explore other possible system configurations as desirable: Same as above.
15. Make decisions about the display of data and create output maps: Use ArcGIS to develop classifications of output variable for visual display and create resulting output maps.

Task 4: Report and presentation

This task will include the following:

1. Create a PowerPoint-based summary presentation of results.
2. Submit the summary to Sponsor. Present the findings and information to stakeholders if available, at either one or two separate events as necessary.
 - a. Review. Submit to Sponsor for review.
 - i. First Draft: Prepare the summary in draft form and submit to Sponsor for review and acceptance in accordance with the date listed for this deliverable. Sponsor will return the draft summary to UCB with comments in writing. Sponsor's acceptance will be based on a general technical review to ensure that the

performance of the work under this Agreement has been adequately carried out, completed and documented. Acceptance will not be withheld based on differences of scientific opinion between the Sponsor and UCB with regard to research conclusions.

- b. Final: Submit the final summary to Sponsor in accordance with the date listed for this deliverable.

Deliverable	Due Date
Draft Summary Presentation	Within 550 calendar days of Effective Date
Final Summary Presentation	Within 60 calendar days of Sponsor's acceptance of draft

Timeline

Project will commence upon contract execution. Project will be completed by December 31, 2022.

Budget

Costs based on time and materials in accordance with rates established in Attachment B.

ATTACHMENT B

Summary Budget

Principal Investigator:	Louise Mozingo	Begin Date:	1/1/20
Title:	Multi-Criteria Suitability Analysis for Stormwater Capture, Treatment and Recharge, Phase II	End Date:	12/21/22

Year:	One	Two	Three	TOTAL
Faculty	0	0	0	0
Grad. Student Researchers Other	3,306	0	0	3,306
Personnel	11,254	7,948	7,948	27,150
Benefits Subtotal	2,980	2,901	2,901	8,782
Personnel Subtotal	14,234	10,849	10,849	35,932
Travel	362	362	362	1,086
GAEL Insurance UCRP	174	123	123	421
Assessment	61	61	61	184
Expendable Research Supplies	46	0	0	46
Supply/Expense Subtotal Total	282	184	184	651
Direct Costs	14,877	11,396	11,396	37,669
Indirect Costs	8,629	6,809	6,894	22,332
TOTAL COST FOR YEAR	23,505	18,205	18,290	60,000

Budget Justification

Multi-Criteria Suitability Analysis for Stormwater Capture, Treatment and Recharge, Phase II

Personnel:

Louise Mozingo, Principal Investigator – will provide support as needed.

William Eisenstein, Lead Researcher, will conduct all research described in the scope of work apart from that described for the GSR below, and will manage all interactions with the client and other project management tasks. He will devote 6.5% of 1 month each year of the project.

TBN Graduate Student will be responsible for producing graphics needed for stakeholder interviews and for performing specified tasks in ArcGIS software as requested by Dr. Eisenstein during the first year of the project only.

Fringe Benefits:

The University of California, Berkeley Composite Fringe Benefit Rates (CFBR) have been reviewed and federally approved by the Department of Health and Human Services (DHHS) for use by all fund sources for FY2019-20. Rates beyond FY2019-20 are estimates and are provided for planning purposes only. Future CFBR rates are subject to review and approval by DHHS on an annual or bi-annual basis. Fringe benefits are assessed as a percentage of the respective employee's salary. The benefit rates are as follows:

	Approved	Projections for Planning Purposes----- >				
CBR Rate Group	FY20	FY21	FY22	FY23	FY24	FY25
Limited (Summer Salary and Postdocs)	17.4%	16.5%	16.5%	16.5%	16.5%	16.5%
Students (Graduate and Undergraduate)	2.4%	2.4%	2.4%	2.4%	2.4%	2.4%

For more information, please see: <https://cfo.berkeley.edu/about-us/financial-planning-analysis/central-resource-management/composite-benefit-rates-cbr>

Travel: Funds in the amount of \$1,086.00 are requested for 20 round-trip car trips from Berkeley to Petaluma, CA, averaging 94.5 miles each, assuming standard reimbursement rates of \$.575 per mile.

Other Direct Costs:

Gael: The General, Automobile, and Employment Liability (GAEL) charge was instituted in 1998 to fund the campus's share of expenses associated with claims and lawsuits defended by the University. For FY2019-20, the GAEL charge is \$1.55 per \$100 of payroll, which amounts to \$421 in the proposed budget. GAEL applies to all funds, including gifts and grants, with the exception of direct federal contracts, grants, and flow-through transactions.

Additional information can be found at: <https://riskservices.berkeley.edu/insurance-programs/liability>.

UCRP: As of July 1, 2018, University of California Retirement Plan (UCRP) Supplemental Allocation - interest portion is no longer included in the Composite Benefit Rates (CBR) calculation because it cannot be charged to federal funding sources. UCRP Supplemental Allocation - interest portion will be processed as a separate assessment on all non-federal fund sources of covered payroll at a rate of 0.77%.

Indirect (F&A) Costs

Indirect costs are based on University negotiated rates with the cognizant federal authority and are applied at a rate of 57% for the period from 7/1/2019 – 6/30/2020; increasing to 59% from 07/01/2020 – 06/30/2021; and 60.5% thereafter. Indirect costs are applied using the Modified Total Direct Cost (MTDC) formula, per rate agreement dated October 24, 2019. Modified total direct costs exclude equipment, capital expenditures, charges for patient care, student tuition remission, rental costs of off-site facilities, scholarships, and fellowships as well as the portion of each sub-grant and subcontract in excess of \$25,000. The total indirect cost charged in this proposal is \$22,332. For more information, please see: <https://spo.berkeley.edu/policy/fa.html>. The rates after 6/30/2022 are provisional and subject to change based upon our updated federally negotiated indirect cost rate agreement. <https://cfo.berkeley.edu/composite-benefit-rates-facilitiesadministrative-costs>

ATTACHMENT C

Contact Information

SPONSOR	UC Berkeley
<p><u>Principal Investigator/Technical Representative:</u></p> <p>Name: Kent Gylfe Title: Deputy Chief Engineer Address: 404 Aviation Boulevard Santa Rosa, CA 95403</p> <p>Tel: (707) 547-1977 E-mail: kgylfe@scwa.ca.gov</p>	<p><u>Principal Investigator/Technical Representative:</u></p> <p>Name: Louise Mozingo Title: Professor and Chair of Landscape Architecture & Environmental Planning and Urban Design</p> <p>Address: 310 Wurster Hall #2000 University of California Berkeley, CA 94720-1820</p> <p>Tel: (510) 643-9804 E-mail: lmozingo@berkeley.edu</p>
<p><u>Administrative Representative:</u></p> <p>Name: Lynne Rosselli Title: Sonoma County Water Agency Administrative Services Division Manager Address: same as above</p> <p>Tel: (707) 524-3771 E-mail: Lynne.Rosselli@scwa.ca.gov</p>	<p><u>Administrative Representative:</u></p> <p>Name: Margaret Nguyen Title: Contracts and Grants Officer Sponsored Projects Office University of California, Berkeley</p> <p>Address: 1608 Fourth Street, Suite 220 Berkeley, CA 94710-1749</p> <p>Tel: (510) 649-8624 Email: nguyen_m@berkeley.edu</p>
<p><u>Authorized Representative:</u></p> <p>Name: Grant Davis Title: General Manager Address: same as above</p> <p>Tel: (707) 547-1911 E-mail: grant.davis@scwa.ca.gov</p>	<p><u>Authorized Representative:</u></p> <p>Name: Noam Pines Title: Associate Director Sponsored Projects Office University of California, Berkeley</p> <p>Address: 1608 Fourth Street, Suite 220 Berkeley, CA 94710-1749</p> <p>Tel: (510) 642-0120 E-mail: spoawards@berkeley.edu</p>

ATTACHMENT D

Insurance Requirements

With respect to performance of work under this Agreement, UCB 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.

Sponsor 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 UCB 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 UCB 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 UCB currently has no employees as defined by the Labor Code of the State of California, UCB 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 UCB maintains higher limits than the specified minimum limits, Sponsor requires and shall be entitled to coverage for the higher limits maintained by UCB.
- 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 Sponsor. UCB is responsible for any deductible or self-insured retention and shall fund it upon Sponsor's written request,

regardless of whether UCB has a claim against the insurance or is named as a party in any action involving Sponsor.

- 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 UCB 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 UCB 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 UCB currently owns no autos, UCB 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 19/20-042.
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. UCB agrees to maintain current Evidence of Insurance on file with Sponsor 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. UCB 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. UCB's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

1.7. Material Breach

- a. If UCB fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. Sponsor, at its sole option, may terminate this Agreement and obtain damages from UCB resulting from said breach. Alternatively, Sponsor may purchase the required insurance, and without further notice to UCB, Sponsor may deduct from sums due to UCB any premium costs advanced by Sponsor for such insurance. These remedies shall be in addition to any other remedies available to Sponsor.