

DRAFT Agreement for Consulting Services for the North Coast Resource Partnership, Non-Grant Funded Services

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

RECITALS

- A. Consultant represents that it is a duly qualified consulting firm, experienced in watershed assessment and planning, ecological restoration, Geographic Information System development, interactive mapping applications, landowner and community outreach, project management, and related services.
- B. In August of 2003, Sonoma Water's Board of Directors directed Sonoma Water staff to coordinate development of an Integrated Regional Water Management plan for the north coast region. In 2013, the North Coast Resource Partnership (NCRP) Policy Review Panel voted unanimously to change the name of the North Coast Integrated Regional Water Management Program to NCRP.
- C. In 2019, NCRP was awarded a \$4.25 million in funding from the California Natural Resources Agency for planning, identification, and implementation of local and regional projects to improve forest health and increase fire resiliency.
- D. To continue to be successful in obtaining grant funding, it is necessary for Sonoma Water to support development of NCRP programs by seeking funding for programs related to water resources, reduced greenhouse gas emission, increased renewable power production, forest health and wildfire risk reduction, stormwater management, and regional sustainability.
- E. Under this Agreement, Consultant will improve funding eligibility for the North Coast region, gather data and engage in mapping and modeling in service of prioritization of NCRP projects, support efforts to stimulate local economic development, conduct regional outreach, enlist participation in state and nationwide initiatives, and continue the integration of energy independence, extreme-event resiliency, and climate initiatives into the north coast planning framework.
- F. On December 15, 2020, Sonoma County's Board of Supervisors allocated funding to Sonoma Water to prepare a wildfire risk reduction Decision Support Framework (DSF), including a landscape level prioritization tool, to assist and accelerate vegetation management activities. Under this Agreement, Consultant will provide project management services related to the DSF.

In consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

1. RECITALS

1.1. The above recitals are true and correct and are incorporated herein.

2. LIST OF EXHIBITS

2.1. The following exhibits are attached hereto and incorporated herein:

- a. Exhibit A: Scope of Work
- b. Exhibit B: Schedule of Costs
- c. Exhibit C: Insurance Requirements

3. SCOPE OF SERVICES

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

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

Sonoma Water	Consultant
Project Manager: Susan Haydon 404 Aviation Boulevard Santa Rosa, CA 95403-9019 Phone: 707-547-1937 Email: susan.haydon@scwa.ca.gov	Contact: Katherine Gledhill PO Box 262 Healdsburg, CA 95448-0262 Phone: 707-795-1235 Email: kgledhill@westcoastwatershed.com
Remit invoices to:	Remit payments to:
Accounts Payable Same address as above or Email: ap_agreements@scwa.ca.gov	Same address as above

3.3. *Performance Standard and Standard of Care:* Consultant hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with the standards of a reasonable professional having specialized knowledge and expertise in the services provided under this Agreement and in accordance with all applicable federal, state and local laws, including all state and local orders and guidance related to COVID-19 as may be amended from time to time, it being understood that acceptance of Consultant's work by Sonoma Water shall not operate as a waiver or release. Sonoma Water has relied upon the professional ability and training of Consultant as a material

inducement to enter into this Agreement. If Sonoma Water determines that any of Consultant's work is not in accordance with such level of competency and standard of care, Sonoma Water, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with Sonoma Water to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 6 (Termination); or (d) pursue any and all other remedies at law or in equity.

3.4. *Assigned Personnel:*

- a. Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time Sonoma Water, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from Sonoma Water.
- b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by Sonoma Water to be key personnel whose services were a material inducement to Sonoma Water to enter into this Agreement, and without whose services Sonoma Water would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of Sonoma Water.

4. **PAYMENT**

- 4.1. *Total Costs:* Total costs under this Agreement shall not exceed \$810,000.
- 4.2. *Method of Payment:* Consultant shall be paid in accordance with Exhibit B (Schedule of Costs). Billed hourly rates shall include all costs for overhead and any other charges, other than expenses specifically identified in Exhibit B. Expenses not expressly authorized by the Agreement shall not be reimbursed.
- 4.3. *Invoices:* Consultant shall submit its bills in arrears on a quarterly basis, based on work completed for the period, in a form approved by Sonoma Water. The bills shall show or include:
 - a. Consultant name
 - b. Name of Agreement
 - c. Sonoma Water's Project-Activity Codes:
 - i. T0095C018
 - ii. F0140D021
 - iii. W0018D021
 - iv. W0086D021
 - v. Task 10: X00341C018

- d. Task performed with an itemized description of services rendered by date
 - e. Summary of work performed by subconsultants, as described in Paragraph 14.4
 - f. Time in quarter hours devoted to the task
 - g. Hourly rate or rates of the persons performing the task
 - h. List of reimbursable materials and expenses
 - i. Copies of receipts for reimbursable materials and expenses
- 4.4. *Quarterly Reports with Invoices:* Payment of invoices is subject to receipt of the quarterly reports required under Task 1, Paragraph 2.10.i of Exhibit A.
- 4.5. *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.
- 4.6. *Taxes Withheld by Sonoma Water:*
- a. Pursuant to California Revenue and Taxation Code (R&TC) section 18662, Sonoma Water shall withhold seven percent of the income paid to Consultant for services performed within the State of California under this Agreement, for payment and reporting to the California Franchise Tax Board, if Consultant does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.
 - b. If Consultant does not qualify, as described in Paragraph 4.6.a, Sonoma Water requires that a completed and signed Form 587 be provided by Consultant in order for payments to be made. If Consultant is qualified, as described in Paragraph 4.6.a, then Sonoma Water requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, Consultant agrees to promptly notify Sonoma Water of any changes in the facts. Forms should be sent to Sonoma Water pursuant to Article 15 (Method and Place of Giving Notice, Submitting Bills, and Making Payments) of this Agreement. To reduce the amount withheld, Consultant has the option to provide Sonoma Water with either a full or partial waiver from the State of California.
- 4.7. *Funding:*
- a. Funding for this Agreement is as follows:

<i>Fiscal Years</i>	<i>Appropriation</i>
2020/2021	\$310,000

2021/2022	\$150,000
2022/2023	\$150,000
2023/2024	\$100,000
2024/2025	\$100,000

- b. Availability of Funding in Subsequent Fiscal Years:
 - i. 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.
 - ii. If funding for this Agreement for any fiscal year is reduced or eliminated by Sonoma Water's Board of Directors, Sonoma Water shall have the option to either terminate this Agreement in accordance with Article 6 (Termination) or offer an amendment to Consultant to reflect the reduced amount.

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

5.1. *Term of Agreement:*

- a. This Agreement shall expire June 30, 2026, unless terminated earlier in accordance with the provisions of Article 6 (Termination).
- b. Sonoma Water shall have two options to extend this Agreement for a period of one year each by providing written notice to Consultant thirty days in advance of the expiration date noted in this Article and of the first extension option.

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

6. **TERMINATION**

- 6.1. *Authority to Terminate:* Sonoma Water's right to terminate may be exercised by Sonoma County Water Agency's General Manager.
- 6.2. *Termination Without Cause:* Notwithstanding any other provision of this Agreement, at any time and without cause, Sonoma Water shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Consultant.
- 6.3. *Termination for Cause:* Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, Sonoma Water may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.

- 6.4. *Delivery of Work Product and Final Payment Upon Termination:* In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to Sonoma Water all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement subject to Paragraph 12.9 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, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services are to be paid on a per-hour or per-day basis, then Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to termination multiplied by the applicable hourly or daily rate; and further provided, however, that if Sonoma Water terminates the Agreement for cause pursuant to Paragraph 6.3, Sonoma Water shall deduct from such amounts the amount of damage, if any, sustained by Sonoma Water by virtue of the breach of the Agreement by Consultant.

7. INDEMNIFICATION

- 7.1. Consultant agrees to accept all responsibility for loss or damage to any person or entity, including Sonoma County Water Agency, and to indemnify, hold harmless, and release Sonoma County Water Agency, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against Sonoma County Water Agency based upon a claim relating to Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant's obligations under this Article 7 apply whether or not there is concurrent or contributory negligence on the part of Sonoma County Water Agency, but, to the extent required by law, excluding liability due to conduct of Sonoma County Water Agency. Sonoma County Water Agency shall have the right to select its legal counsel at Consultant's expense, subject to Consultant's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or

compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

8. INSURANCE

- 8.1. With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit C (Insurance Requirements).

9. PROSECUTION OF WORK

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

10. EXTRA OR CHANGED WORK

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

11. CONTENT ONLINE ACCESSIBILITY

- 11.1. *Accessibility:* Sonoma Water policy requires that all documents that may be published to the Web meet accessibility standards to the greatest extent possible, and utilizing available existing technologies.
- 11.2. *Standards:* All consultants responsible for preparing content intended for use or publication on a Sonoma Water managed or Sonoma Water funded web site must comply with applicable federal accessibility standards established by 36 C.F.R. section 1194, pursuant to section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. section 794(d)), and Sonoma Water's Web Site Accessibility

Policy located at <http://sonomacounty.ca.gov/Services/Web-Standards-and-Guidelines/>.

- 11.3. *Certification:* With each final receivable intended for public distribution (report, presentations posted to the internet, public outreach materials), Consultant shall include a descriptive summary describing how all deliverable documents were assessed for accessibility (e.g., Microsoft Word accessibility check; Adobe Acrobat accessibility check, or other commonly accepted compliance check).
- 11.4. *Alternate Format:* When it is strictly impossible due to the unavailability of technologies required to produce an accessible document, Consultant shall identify the anticipated accessibility deficiency prior to commencement of any work to produce such deliverables. Consultant agrees to cooperate with Sonoma Water staff in the development of alternate document formats to maximize the facilitative features of the impacted document(s); e.g., embedding the document with alt-tags that describe complex data/tables.
- 11.5. *Noncompliant Materials; Obligation to Cure:* Remediation of any materials that do not comply with Sonoma Water's Web Site Accessibility Policy shall be the responsibility of Consultant. If Sonoma Water, in its sole and absolute discretion, determines that any deliverable intended for use or publication on any Sonoma Water managed or Sonoma Water funded Web site does not comply with Sonoma Water Accessibility Standards, Sonoma Water will promptly inform Consultant in writing. Upon such notice, Consultant shall, without charge to Sonoma Water, repair or replace the non-compliant materials within such period of time as specified by Sonoma Water in writing. If the required repair or replacement is not completed within the time specified, Sonoma Water shall have the right to do any or all of the following, without prejudice to Sonoma Water's right to pursue any and all other remedies at law or in equity:
 - a. Cancel any delivery or task order
 - b. Terminate this Agreement pursuant to the provisions of Article 6 (Termination); and/or
 - c. In the case of custom Electronic and Information Technology (EIT) developed by Consultant for Sonoma Water, Sonoma Water may have any necessary changes or repairs performed by itself or by another contractor. In such event, Consultant shall be liable for all expenses incurred by Sonoma Water in connection with such changes or repairs.
- 11.6. *Sonoma Water's Rights Reserved:* Notwithstanding the foregoing, Sonoma Water may accept deliverables that are not strictly compliant with Sonoma Water Accessibility Standards if Sonoma Water, in its sole and absolute discretion, determines that acceptance of such products or services is in Sonoma Water's best interest.

12. REPRESENTATIONS OF CONSULTANT

- 12.1. *Status of Consultant:* The parties intend that Consultant, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of Sonoma Water and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits Sonoma Water provides its employees. In the event Sonoma Water exercises its right to terminate this Agreement pursuant to Article 6 (Termination), Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.
- 12.2. *No Suspension or Debarment:* Consultant warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration.
- 12.3. *Taxes:* Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold Sonoma Water harmless from any liability which it may incur to the United States or to the State of California or to any other public entity as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In case Sonoma Water is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish Sonoma Water with proof of payment of taxes on these earnings.
- 12.4. *Records Maintenance:* Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to Sonoma Water for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.
- 12.5. *Conflict of Interest:* Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if required by law or requested to do so by Sonoma Water, Consultant shall submit a completed Fair Political Practices Commission Statement of Economic Interests (Form 700) with Sonoma Water within 30 calendar days after the Effective Date of this

Agreement and each year thereafter during the term of this Agreement, or as required by state law.

- 12.6. *Statutory Compliance/Living Wage Ordinance:* Consultant agrees to comply, and to ensure compliance by its subconsultants or subcontractors, with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Consultant expressly acknowledges and agrees that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.
- 12.7. *Nondiscrimination:* Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.
- 12.8. *Assignment of Rights:* Consultant assigns to Sonoma Water all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to Sonoma Water in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as Sonoma Water may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of Sonoma Water. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of Sonoma Water.
- 12.9. *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 Consultant or Consultant'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, Consultant 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. Consultant 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, Consultant may enter into subcontracts with the subconsultants specifically identified herein. If no subconsultants are listed, then no subconsultants will be utilized in the performance of the work specified in this Agreement. Approved subconsultants are as follows:

<i>Name</i>	<i>Type of Services</i>	<i>Prevailing Wages Apply? Y/N</i>
Topo Collective or Alex Roa	Videography, marketing, graphic design, story maps	N
Dow House	Graphic design	N
Reza Environmental	Research, technical writing	N
Tukman Geospatial, LLC	GIS, mapping, story maps	N
Farm Stewards	Research, technical writing	N
GHD Inc.	Technical assistance	N

Name	Type of Services	Prevailing Wages Apply? Y/N
Baldwin, Blomstrom, Wilkinson and Associates, Inc.	Technical assistance	N
ForeverGreen Forestry	Research, technical writing	N

14.3. *Change of Subcontractors or Subconsultants:* If, after execution of the Agreement, parties agree that subconsultants not listed in Paragraph 14.2 will be utilized, Consultant may enter into subcontracts with subconsultants to perform other specific duties pursuant to the provisions of this Paragraph 0. The following provisions apply to any subcontract entered into by Consultant other than those listed in Paragraph 14.2:

- a. Prior to entering into any contract with subconsultant, Consultant shall obtain Sonoma Water approval of subconsultant.
- b. All agreements with subconsultants shall (a) contain indemnity requirements in favor of Sonoma Water in substantially the same form as that contained in Article 7 (Indemnification), (b) contain language that the subconsultant may be terminated with or without cause upon reasonable written notice, and (c) prohibit the assignment or delegation of work under the agreement to any third party.

14.4. *Summary of Subconsultants' Work:* Consultant shall provide Sonoma Water with a summary of work performed by subconsultants with each invoice submitted under Paragraph 4.3. Such summary shall identify the individuals performing work on behalf of subconsultants and the total amount paid to subconsultant, broken down by the tasks listed in the Scope of Work.

15. **METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS, AND MAKING PAYMENTS**

15.1. *Method of Delivery:* All notices, bills, and payments shall be made in writing and shall be given by personal delivery, U.S. Mail, courier service, or electronic means. Notices, bills, and payments shall be addressed as specified in Paragraph 3.2.

15.2. *Receipt:* When a notice, bill, or payment is given by a generally recognized overnight courier service, the notice, bill, or payment shall be deemed received on the next business day. When a copy of a notice, bill, or payment is sent by electronic means, the notice, bill, or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill, or payment is deposited in the U.S. mail and postmarked on the date of the electronic transmission (for a payment, on or before the due date), (2) the sender has a written confirmation of the electronic transmission, and (3) the electronic transmission is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills, and payments shall be effective upon receipt by the

recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this Article 15.

16. MISCELLANEOUS PROVISIONS

- 16.1. *No Bottled Water:* In accordance with Sonoma Water Board of Directors Resolution No. 09-0920, dated September 29, 2009, no Sonoma Water funding shall be used to purchase single-serving, disposable water bottles for use in Sonoma Water facilities or at Sonoma Water-sponsored events. This restriction shall not apply when potable water is not available.
- 16.2. *No Waiver of Breach:* The waiver by Sonoma Water of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.
- 16.3. *Construction:* To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and Sonoma Water acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Consultant and Sonoma Water acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.
- 16.4. *Consent:* Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.
- 16.5. *No Third-Party Beneficiaries:* Except as provided in Article 7 (Indemnification), nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.
- 16.6. *Applicable Law and Forum:* This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or in the forum nearest to the City of Santa Rosa, in the County of Sonoma.
- 16.7. *Captions:* The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

- 16.8. *Merger:* This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure section 1856. Each Party acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.
- 16.9. *Survival of Terms:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- 16.10. *Time of Essence:* Time is and shall be of the essence of this Agreement and every provision hereof.
- 16.11. *Digital Signature(s):* If Consultant uses digital signature(s) to execute this Agreement, or to execute documents required to be executed by this agreement, the digital signature(s) shall comply with Government Code section 16.5. By using digital signature(s), Consultant warrants and represents that it intends the digital signature to have the same force and effect as the use of a manual signature.

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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 20/21-060

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

Approved as to form:

By: _____
Cory O'Donnell, Deputy County Counsel

Insurance Documentation is on file with
Sonoma Water

Date/TW Initials: 12/28/2020 rv

Sonoma County Water Agency

West Coast Watershed, Inc., a California
corporation

By: _____
Grant Davis
General Manager
Authorized per Sonoma County Water
Agency's Board of Directors Action on
May 11, 2021

By: _____

(Please print name here)

Title: _____

Date: _____

Date: _____

Exhibit A

Scope of Work

1. ACRONYMS AND DEFINITIONS:

a. Approved Subcommittee	Subcommittee approved by the Policy Review Panel
b. CBI	Conservation Biological Institute (Sonoma Water consultant developing the DSF)
c. CEQA	California Environmental Quality Act
d. Climate Collaboratives	Statewide and regional organizations that collaborate on climate issues
e. DSF	Fire Risk Reduction Decision Support Framework
f. EPA	United States Environmental Protection Agency
g. Fire-Safe Councils	A variety of state and local organizations addressing public safety, and fire risk reduction and resiliency
h. Flood Management Agencies	A variety of state and local organizations addressing flood and stormwater management
i. Forestry Ad-Hoc	A Policy Review Panel approved committee
j. GIS	Geographic Information System
k. Interested Parties	Regional groups or members of the public
l. IRWM	Integrated Regional Water Management
m. NCRP	North Coast Resource Partnership
n. NEPA	National Environmental Policy Act
o. NOAA	National Oceanic and Atmospheric Administration
p. Partners	Any group collaborating with the North Coast Resource Partnership
q. Prescribed Burn Associations	Association of groups, Tribes, landowners, and other Stakeholders
r. Project Proponents	Any entity developing or conducting a project
s. PRP	Policy Review Panel that governs the North Coast Resource Partnership
t. RFFC	Regional Forest and Fire Capacity Program
u. Stakeholders	Parties that have a relationship or interest
v. TPRC	Technical Peer Review Committee
w. UCCE	University of California Cooperative Extension
x. USDA NRCS	United States Department of Agriculture – Natural Resources Conservation Service
y. USGS	United States Geological Survey
z. Working Groups	A group formed to address a particular issue

2. **TASKS**

2.1. Task 1: Policy Review and Technical Peer Review Committee Support

- a. Provide support to PRP, TPRC, Forestry Ad-Hoc, and any other PRP-Approved Subcommittees or Working Groups for NCRP planning and grant application review including, but not limited to: mailing and phone contact regarding meeting schedules, meeting agendas, background information, meeting room reservations, meeting day logistics, meeting minutes, and posting of meeting information on the NCRP website.
- b. Provide support at PRP and TPRC meetings for grant application analysis and implementation, NCRP plan review, issues and data analysis, criteria development, project review, prioritization, enhancements to the planning process, and other duties as requested by Sonoma Water.
- c. Distribute meeting information including, but not limited to, meeting agendas, minutes, logistics, and other meeting information, to interested Stakeholders.
- d. Perform ongoing surveys of PRP, TPRC, and Stakeholders to evaluate the planning process, as requested by Sonoma Water and PRP. Submit surveys to Sonoma Water as they are completed.
- e. In conjunction with TPRC and PRP, develop revised NCRP planning processes including project review, prioritization, and inclusion processes. Submit documentation of new processes to Sonoma Water.

Deliverable	Due Date
Meeting agenda	14 calendar days before each meeting
Meeting minutes	Within 14 calendar days after each meeting
Distribute meeting information	Within 14 calendar days after completion
Surveys	Within 14 calendar days after completion
Documentation of new processes	Within 14 calendar days after completion

2.2. Task 2: Technical Assistance

- a. Work with Sonoma Water, PRP, and TPRC and its subcommittees, to identify where technical assistance is needed. Provide technical assistance to Project Proponents during grant application processes to ensure that individual project proposals are competitive and responsive to state criteria and requirements. This shall include, but not be limited to: compliance with state monitoring protocols and recording requirements, CEQA and NEPA compliance, project assessment and evaluation plan development, economic cost/benefit analysis, engineering review and approval, detailed GIS analysis, and map production.

- b. Provide support for disadvantaged communities as directed by Sonoma Water and PRP.
- c. When requested by Sonoma Water, solicit input from TPRC and other entities.
- d. Provide a list of Project Proponents in need of assistance, and documentation of their needs.
- e. Assist Project Proponents with text, maps, specifications, and other application materials on behalf of approved NCRP priority Project Proponents that require assistance.
- f. Develop templates and tools to assist Project Proponents during the application processes to ensure that individual project proposals are consistent, and competitively address application criteria and state requirements.

Deliverable	Due Date
List of Project Proponents	Within 14 calendar days after completion
Project Proponent application materials	Within 14 calendar days after completion
Project Proponent templates and tools	Within 14 calendar days after completion

2.3. Task 3: Develop Grant Applications

- a. Via the NCRP website and other mechanisms, work collaboratively with NCRP Partners to develop NCRP grant applications that address local and regional integrated water and resource management needs while meeting the criteria defined by federal, state and/or private grant funding opportunities.
- b. Inform PRP, TPRC, Project Proponents, NCRP Partners, and the public regarding the NCRP purpose, opportunities, and proposal status.
- c. Upon Sonoma Water approval, post and distribute proposal application information and status via the NCRP website and other mechanisms as appropriate to reach Project Proponents and the general public.
- d. Research, analyze, and synthesize supporting data and Project Proponent information, develop application text, and provide oversight and management for the applications (including attachments).
- e. Submit Sonoma Water-approved NCRP grant applications to the grantor.

Deliverable	Due Date
Information posted on NCRP website	Ongoing for term of the Agreement
Copy of grant applications	Within 14 calendar days after completion

2.4. Task 4: Website Maintenance, Enhancement, and Training

- a. On an ongoing basis, maintain and enhance NCRP website functionality and content with interactive communication tools and internet mapping capabilities for dissemination of information and data analysis.
- b. Add additional content to the website including relevant local, regional, state, and federal planning documents; Tribal content; calendar event activities; funding opportunity listings; climate adaptation and mitigation information; wildfire, stormwater, and flood management content; assessment and monitoring protocols; additional bibliographic resources, maps, and presentations; and other educational elements.

Deliverable	Due Date
NCRP website maintenance	Ongoing for term of the agreement
Post additional content on NCRP website	Within 10 calendar days of Sonoma Water request

2.5. Task 5: Public Relations

- a. Presentations:
 - i. Make presentations and identify opportunities for PRP members and other NCRP Partners to speak about NCRP and provide support for these meetings or presentations.
 - ii. Develop PowerPoint presentations and background materials as requested by Sonoma Water.
- b. Develop and publish related written reports and bulletins as requested by Sonoma Water.
- c. Prepare comment letters on IRWM and RFFC-related programs and policies, as requested by Sonoma Water.

Deliverable	Due Date
PowerPoint presentations	Within 10 calendar days of Sonoma Water request
Public relations reports and bulletins	Within 10 calendar days of Sonoma Water request
Comment letters	Within 10 calendar days of Sonoma Water request

2.6. Task 6: Stakeholder and Public Outreach

- a. Develop, coordinate, and conduct stakeholder and community member meetings, workshops, and conferences in the NCRP planning area to educate Interested Parties regarding IRWM and RFFC statewide and regional objectives. Obtain input from NCRP Partners and public regarding NCRP plan development and revisions, enhancements, issues, and project priorities.
- b. Coordinate individual and small group meetings with Sonoma Water staff. Outreach shall include, but not be limited to:

- i. North Coast Regional Water Quality Control Board, California Department of Water Resources, California Department of Fish and Wildlife, State Coastal Conservancy, California State Coastal Commission, California Department of Parks and Recreation, California Natural Resources Agency, California Geologic Survey, Department of Conservation, CalFire, NOAA Fisheries, EPA, California Energy Commission, US Department of Energy, USGS, US Forest Service, and USDA Natural Resources Conservation Service.
- ii. Representatives of local government, business, non-governmental organizations, timber companies, Fire-Safe Councils and Prescribed Burn Associations, Climate Collaboratives, utilities, universities, Flood Management Agencies, disadvantaged communities, agriculture, and Tribal interests in the NCRP planning area.
- c. Develop summaries of key meetings and outreach events with descriptions of issues, input, and stakeholder participation.

Deliverable	Due Date
Meeting and outreach summaries	Within 10 calendar days of meeting or outreach

2.7. Task 7: Maintain and Enhance Project GIS

- a. Create, maintain, and enhance a spatially referenced database that serves as a tool for the evaluation of data and issues, integration and coordination of projects, and graphically depicts the geographic range and diversity of projects. Database shall allow agencies and other users to evaluate and query projects based on a variety of factors such as watershed boundary, jurisdictional boundary, cost, type of project, documentation of the status of flood risk, stormwater, water quality, water supply, economic, demographic, and land use designations.
- b. Focus relevant GIS data on regional boundaries, and analyze based on the data needs of PRP and TPRC.
- c. Identify data gaps and create new layers and content as data become available and enhance functionality as new software becomes available.
- d. Perform analyses using GIS data as requested by Sonoma Water and as needed for planning.
- e. Make non-proprietary data layers available to the public upon request.
- f. Conduct GIS analysis to assist with project selection criteria development. Submit analysis to Sonoma Water for review and input, and make available to TPRC, Project Proponents, and Interested Parties via website.
- g. Enhance MapServer internet mapping application and ArcGIS Online by adding new data layers and new functionality.
- h. Enhance MapServer internet mapping application functionality and ArcGIS Online content by adding new data layers at the direction of TPRC and subcommittees to include, but not be limited to, floodwater, water supply,

wastewater districts and jurisdiction; climate change adaptation/mitigation projects and opportunities; climate change impacts; Tribal territories; fire risk hazard and vulnerabilities; highly valued assets; updated DAC layer; and others.

- i. Update NCRP MapServer application and ArcGIS Online with new projects, data layers, planning tools, and map data (including data relevant to expected Proposition 1, RFFC, and other funding programs) on an ongoing basis.

Deliverable	Due Date
Updates and enhancements to MapServer and ArcGIS Online	Ongoing for term of the agreement

2.8. Task 8: Project Solicitation and Upload

- a. Using the NCRP website, prepare updated project templates derived from the state's IRWM program guidelines, State's Regional Forest and Fire Capacity program guidelines, and as directed by Sonoma Water, to provide Project Proponents an opportunity to upload projects.
- b. Develop additional project templates for NCRP website as well as hard copies for users without web access.

Deliverable	Due Date
Updated project templates	Within 10 calendar days of Sonoma Water request
Additional project templates	Within 14 calendar days after completion

2.9. Task 9: Sustainability

- a. Broadly summarize current economic, environmental, public health, and socially sustainable practices in the region that are relevant to the funding requirements of Proposition 1, RFFC Program and other anticipated forest health, wildfire, or water-related (including stormwater, drought, and flood management) state and federal funding opportunities for inclusion in the NCRP plan.
- b. Develop an integrated multiple benefit approach to planning and program implementation that addresses forest health, fire resiliency, stormwater, flood management, and climate change as required by state and federal funding programs that includes, but is not limited to:
 - i. Discussion of relevant legislation
 - ii. Research and policy developments
 - iii. Sustainable water and forestry resource management
 - iv. Green infrastructure
 - v. Forest, fisheries, riparian, and aquatic ecosystem restoration
 - vi. Tribal cultural resources and practices

- vii. Water supply reliability
- viii. Water quality
- ix. Flood and stormwater management
- x. Climate change mitigation and adaptation
- xi. Fire resiliency and forest health
- c. Provide written materials reflecting the sustainability practices and plan objectives for planning, policy development, and funding on an as-needed basis, as directed by Sonoma Water.

Deliverable	Due Date
Summary as outlined in Paragraph 2.9.a.	Within 14 calendar days after completion
Integrated multiple benefit approach as outlined in Paragraph 2.9.b	Within 14 calendar days after completion
Written materials as outlined in Paragraph 2.9.c	Within 14 calendar days after completion

2.10. Task 10: DSF and Tools for Fire Risk Reduction

- a. Provide project management services related to the development of a DSF consisting of:
 - i. Developing a landscape-level fire risk mitigation prioritization tool.
 - ii. Integrating a parcel-level decision support tool developed by UCCE.
 - iii. Facilitating an interface between the prioritization of vegetation management actions to reduce wildfire risk and the decision support tools.
 - iv. Ensuring that the DSF reflects state and federal priorities for forest health and wildfire risk reduction.
 - v. Ensuring that the DSF aligns with and supports forest health and wildfire risk reduction efforts of the County of Sonoma, North Coast Resource Partnership, and state and federal objectives.
- b. Oversee the development of the DSF by managing the technical work products developed by CBI including the development of a prioritization tool and the interface of that tool with the parcel-level decision support tool developed by UCCE. Prepare a detailed work plan and schedule.
- c. Oversee and manage the agreement with CBI, in coordination with Sonoma Water, as follows:
 - i. Coordinate with CBI (and its subcontractors) and lead team in developing the landscape level tool.
 - ii. Provide oversight in development and outreach to users of prioritization tool with coordination of prioritization tools at state and regional scales for consistency and effective decision making across various scales.
 - iii. Coordinate with Sonoma Water, UCCE and County of Sonoma on DSF and tool outreach and education.

- d. Track state and federal agency objectives, legislation, and funding, and, in collaboration with CBI and UCCE, make recommendations to Sonoma Water regarding adaptations to the DSF to ensure that the DSF is aligned with state and federal guidance and funding opportunities. Coordinate with Sonoma Water and provide summary notes of key meetings and recommendations.
- e. Lead and convene advisory groups associated with the development of the DSF as determined by Sonoma Water:
 - i. Coordinate the above advisory groups with Sonoma Water and include Sonoma Water, as directed by Sonoma Water. Meet as follows: Four technical advisory meetings.
 - ii. Four stakeholder advisory meetings.
 - iii. Two stakeholder training sessions or webinars:
- f. Schedule meetings, prepare agendas and meeting notes, coordinate with CBI regarding preparation of meeting materials, and coordinate with advisory groups to ensure follow-up action items are implemented.
- g. Prepare written quarterly project status reports that describe work accomplished, work in progress, identification of issues or challenges to address, updated project schedule, and project budget status.
- h. Review CBI invoices and provide recommendation to Sonoma Water for approval, or request clarifications or modifications to CBI.
- i.

Deliverable	Due Date
Quarterly status reports as outlined in 2.10.h	Quarterly from effective date of Agreement
Meeting materials and notes as outlined in 2.10.g	Within 14 calendar days after completion
Work plan and schedule	One month after effective date of Agreement

3. **DELIVERABLES**

- 3.1. In addition to the requirements above, if any, submit one electronic copy in PDF format (emailed, on USB flash drive, or via internet) of each final deliverable to Sonoma Water.
- 3.2. Comply with requirements of Article 11 (Content Online Accessibility).

Exhibit B

Schedule of Costs

PERSONNEL	
Staff	Hourly Rates
Katherine Gledhill Karen Gaffney	\$120 per hour
EXPENSES	
Item	Cost
Subconsultants:	at cost
Copies, printing, and related expenses	at cost
Postage, overnight mail, and related expenses	at cost
Meeting room rental, conference fees, catering, and other meeting costs	at cost
Consultant's travel and related expenses for meetings as necessary and requested by Sonoma Water's Project Manager	at cost
Website maintenance expenses	at cost
Mileage for personal car	current IRS rate
Rental car, midsize	daily rate, at cost
Communication related expenses: conference call fees, email marketing, online surveys	at cost

Exhibit C

Insurance Requirements

With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

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

1. INSURANCE

- 1.1. Workers Compensation and Employers Liability Insurance
 - a. Required if Consultant has employees as defined by the Labor Code of the State of California.
 - b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
 - c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
 - d. Required Evidence of Insurance: Certificate of Insurance.
- 1.2. General Liability Insurance
 - a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
 - b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, Sonoma Water requires and shall be entitled to coverage for the higher limits maintained by Consultant.
 - c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by Sonoma Water. Consultant is responsible for any deductible or self-insured retention and shall fund it upon Sonoma Water's written request, regardless of whether Consultant has a claim

against the insurance or is named as a party in any action involving Sonoma Water.

- d. Sonoma County Water Agency, its officers, agents, and employees, shall be endorsed as additional insureds for liability arising out of operations by or on behalf of Consultant in the performance of this Agreement.
- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of “insured contract” shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the “f” definition of insured contract in Insurance Services Office form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between the additional insureds and Consultant and include a “separation of insureds” or “severability” clause which treats each insured separately.
- h. Required Evidence of Insurance:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status, and
 - ii. Certificate of Insurance.

1.3. Automobile Liability Insurance

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limit may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. If Consultant currently owns no autos, Consultant agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall cover hired and non-owned autos.
- d. Required Evidence of Insurance: Certificate of Insurance.

1.4. Standards for Insurance Companies

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

1.5. Documentation

- a. The Certificate of Insurance must include the following reference:
TW 20/21-060.
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with Sonoma Water for the entire term of this Agreement and any additional periods if specified in Sections 1.1, 1.2, or 1.3, above.

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

1.6. Policy Obligations

- a. Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

1.7. Material Breach

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