

COVER LETTER – JPA Draft Addendum | Draft Interim Administrative Services MOA

To: Cosumnes Subbasin Working Group

From: Bennett Brooks, Consensus Building Institute
on behalf of Cosumnes Subbasin Long-Term Governance Committee

Date: September 14, 2021

Subject: **Draft Addendum for the Cosumnes Groundwater Authority Joint Powers Authority Agreement** – Draft Memorandum of Agreement for Interim Administrative Services

Please find attached the current working draft for an addendum associated with the Joint Powers Agreement (JPA) agreement for establishing the Cosumnes Groundwater Authority:

Memorandum of Agreement (MOA) for Interim Administrative Services for Cosumnes Groundwater Authority

This is a recently developed document intended to be an attachment to the JPA. The document has been reviewed only briefly by the Cosumnes Long-Term Governance Committee (Committee). There is also another addendum document for a Draft Initial Funding and Revenue Agreement. The Committee requests the Working Group's review of and feedback on these two draft addendums at the September 15, 2021, Working Group meeting.

As appropriate per the Working Group's direction, the Committee will incorporate edits and input at its next meeting (September 23). The Committee will discuss next steps to propose to the Working Group.

The overall next steps and tentative timing are outlined below:

- **September 15** – Long-Term Governance Committee presents emerging recommendations to the Working Group. Desired Outcome: Working Group provides feedback/direction to the Committee and confirms next steps for scheduling a Special Working Group
- **Prior to September 23** – GSAs run legal docs by their attorneys and identify remaining issues the Committee should discuss at the Sept 23 meeting.
- **September 23** – Committee meets to address remaining questions related to the JPA and associated addendum documents. Desired Outcome: Committee prepared to present final recommendations to the Working Group
- **Late September / early October [Dates/Times TBD]** – Special Working Group meeting – The Working Group receives the Committee's recommendations on the JPA and addendums. The Working Group considers recommending each GSA Board's consider the JPA (and potentially with addendums) for adoption.

We look forward to the upcoming Working Group discussions. Please feel free to reach out with any questions.

MEMORADUM OF AGREEMENT FOR INTERIM ADMINISTRATIVE SERVICES FOR
COSUMNES GROUNDWATER AUTHORITY

This agreement (“Agreement”) is by and between the **Cosumnes Groundwater Authority**, a Joint Powers Authority (“Authority” or “JPA”) and Sloughhouse Resource Conservation District, a special district organized under the California Public Resources Code (“Sloughhouse RCD” or “SRCDD”). The Effective Date of this Agreement is the date the Agreement is last signed by the parties to the agreement, unless otherwise specified in Article 5 (Term of Agreement).

Recitals

- A. On January 1, 2015, comprehensive groundwater legislation collectively enacted and referred to as the “Sustainable Groundwater Management Act” (“SGMA”) became effective.
- B. On ____, 2021 the Galt Irrigation District, Omochumne-Hartnell Water District Clay Water District, The City of Galt, Sloughhouse RCD, Amador County Groundwater Management Authority, and the County of Sacramento entered into a Joint Exercise of Powers Agreement. This agreement formed the Cosumnes Groundwater Authority.
- C. The Members of the Cosumnes Groundwater Authority are each exclusive GSAs in the San Joaquin Valley, Cosumnes Subbasin, Basin Number 5-2216, as identified in Department of Water Resources (DWR), Bulletin 118 (“Basin” or “Subbasin”).
- D. The Members of the Cosumnes Groundwater Authority have identified the following goals:
1. Work collaboratively to comply with SGMA.
 2. Create a unified voice to advocate and respond to legislative, regulatory and policy matters of importance to the Basin.
 3. Develop a process for Members to discuss, prioritize and act on matters of priority and interest relating to management of the Basin.
 4. Implement the GSP for the Basin that has been adopted by the governing bodies for the GSAs.
 5. Seek and secure grant or other funding to implement the GSP and otherwise provide for and ensure the ongoing sustainability of the Basin.
 6. Work collaboratively with the GSA’s or other entities managing the adjoining South American and Eastern San Joaquin basins.
- E. The Cosumnes Groundwater Authority needs staff support to establish policies, processes, and procedures to carry out its work. Additionally, staff support will be needed immediately to comply with SGMA deadlines (i.e., preparation and submission of an Annual Report).

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:

- 2.1.1. Exhibit A: Scope of Work
- 2.1.2. Exhibit B: Schedule of Costs
- 2.1.3. Exhibit C: Estimated Cost of Scope of Work
- 2.1.4. Exhibit D: Insurance Requirements

3. **Scope of Services**

3.1. *Sloughhouse RCD's Specified Services:* Sloughhouse RCD 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 (Persecution 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 Authority:* Sloughhouse RCD shall cooperate with Authority in the performance of all work hereunder. Sloughhouse RCD shall coordinate the work with Authority's Board Chair. Contact information and mailing Address:

Sloughhouse Resource Conservation District	Cosumnes Groundwater Authority
District Manager: Austin Miller 8698 Elk Grove Blvd., Suite 1-207 Elk Grove Blvd., CA 95624 Phone: 916-526-5447 email: Austin@SloughhouseRCD.org	Board Chair: Phone: email:
Remit invoices to: Same address as above or email: info@SloughhouseRCD.org	Remit payments to: Same address as above or email:

3.3. *Performance Standard and Standard of Care:* Sloughhouse RCD hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with the requirements of a reasonable professional having knowledge and expertise in the services provided under this Agreement and in accordance with all applicable federal, state, and local laws. Sloughhouse RCD recognizes that Authority has relied upon the professional ability and training of Sloughhouse RCD as a material inducement to enter into this agreement.

3.4. *Assigned Personnel:*

3.4.1. Sloughhouse RCD shall assign only competent personnel to perform work hereunder. In the event that at any time Authority, in its sole discretion, desires the removal of any person or persons assigned by Sloughhouse RCD to perform work

hereunder, Sloughhouse RCD shall remove such person or persons immediately upon receiving written notice from Authority.

3.4.2. Any and all person identified in the Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by Authority to be key personnel whose services were a material inducement to Authority to enter into this Agreement, and without whose service Authority would not have entered into this Agreement. Sloughhouse RCD shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of Authority.

3.4.3. In the event that any of Sloughhouse RCD's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness, or other factors outside of Sloughhouse RCD's control, Sloughhouse RCD shall be responsible for timely provision of adequately qualified replacements.

4. **Payment**

4.1. *Total Costs*: Total costs under this Agreement shall not exceed \$ ____,__.

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

4.2.1. *Rates and Expenses*: Sloughhouse RCD shall be paid current weighted labor rates, including overhead, for Sloughhouse RCD staff performing work under this Agreement plus actual costs of applicable materials. Weighted labor rates, as of September 1, 2021, are listed in Exhibit B (Sample Rates and Expenses). Rates are subject to change.

4.2.2. *Initial Commitment of Funds under the JPA*: Work performed by the Sloughhouse RCD, up to \$ ____,__ shall be credited by the Authority towards the Sloughhouse RCD's initial commitment of funds under the JPA.

4.2.3. *Subsequent Payments*: Sloughhouse RCD shall be paid for work that exceeds the initial commitment of funds.

4.3. *Invoices*: Sloughhouse RCD shall submit its bills in arrears of a monthly basis, based on work completed for the period. The bills shall show or include:

- a. Sloughhouse RCD name
- b. Name of Agreement
- c. Task performed with an itemized description of services rendered
- d. Summary of work performed by subconsultants, as described in Paragraph 13.3
- e. Time in half hours devoted to the task
- f. Hourly rate or rates of the persons performing the task
- g. List of reimbursable materials and expenses
- h. Copies of receipts for reimbursable materials and expenses

5. **Term of Agreement**

5.1. This Agreement shall terminate on June 30, 2021, unless terminated earlier in accordance with the provisions of Article 6 (Termination), or extended in accordance with Article 9 (Prosecution of Work).

6. **Termination**

6.1. Either party may terminate this Agreement by giving ninety (90) calendar days advance written notice to the other party of its intent to terminate this Agreement. Sloughhouse RCD's right to terminate may be exercised by Sloughhouse RCD's Board of Directors.

7. **Mutual Indemnification**

7.1. Each Party shall indemnify, defend, protect, hold harmless, and release the other its officers, agents and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from, in connection with, or caused by any willful misconduct or negligent act or omission of such indemnifying party or its agents, employees, contractor, subcontract, or invitees. This indemnification obligation shall not be limited in any way by any limitation of the amount or type of damages or compensation payable to or for the indemnifying party or its agents, employees, contractors, subcontractors, or invites under workers' compensation acts, disability benefit acts, or other employee benefits acts.

8. **Insurance**

8.1. With respect to performance of work under this Agreement, Sloughhouse RCD shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit C.

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, or by other events beyond Sloughhouse RCD's control, the time for Sloughhouse RCD's performance of this Agreement shall be extended as reasonably required to recover from the delay.

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 the Sloughhouse RCD's District Manager. The parties expressly recognize that Authority personnel are without authorization to order all other extra or changed work or waive agreement requirements. Failure of Sloughhouse RCD 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 Sonoma RCD shall be entitled to no compensation whatsoever for the performance of such work. Sloughhouse RCD 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 Authority.

11. Representations of Sloughhouse RCD

- 11.1. *Status of Sloughhouse RCD:* Sloughhouse RCD, in performing the services specified herein, is an independent contractor and shall control the work and the manner in which it is performed. Sloughhouse RCD is not an agent or employee of Authority and is not entitled to participate in an pension plan, worker's compensation plan, insurance, bonus, or similar benefits. In the event Authority exercises its right to terminate this Agreement pursuant to Article 6 (Termination, Sloughhouse RCD expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.
- 11.2. *Taxes:* Sloughhouse RCD 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. Sloughhouse RCD agrees to indemnify and hold Authority harmless from any liability which it may incur to the United States or the State of California or to any other public entity as a consequence of Sloughhouse RCD's failure to pay, when due, all such taxes and obligations. If Authority is audited for compliance regarding any withholding or other applicable taxes, Sloughhouse RCD agrees to furnish Authority with proof of payment of taxes on these earnings.
- 11.3. *Records Maintenance:* Sloughhouse RCD 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 Authority for inspection at any reasonable time. Sloughhouse RCD shall maintain such records for a period of four (4) years following completion of work hereunder.
- 11.4. *Conflict of Interest:* Sloughhouse RCD covenants that it presently has no interest and that it will 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. Sloughhouse RCD further covenants that no person in its employ having any such interests shall be assigned to performance of any task associated with this Agreement. In addition, if required by law or requested of do so by Authority, Sloughhouse RCD shall submit a completed Fair Political Practices Commission Statement of Economic Interests (Form 700) with Authority 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.
- 11.5. *Nondiscrimination:* Sloughhouse RCD 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.

11.6. *Assignment of Rights:* All copyrightable work completed by Sloughhouse RCD under this Agreement are works-for-hire under the US copyright laws, and Authority will be the owner and copyright proprietor of all right and title to that work, regardless of its stage of completion. If, for any reason, the work produced is determined not to be a work made for hire, Sloughhouse RCD hereby transfers and assigns all right, title and interest, including copyright, trademark, and patent, in and to all versions of the plans and specifications, if any, now or later prepared by Sloughhouse RCD in connection with this Agreement. Sloughhouse RCD agrees to take such actions are necessary to protect the rights assigned to Authority in this Agreement, and to refrain from taking any action which would impair those rights. Sloughhouse RCD'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 Authority may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of Authority. Sloughhouse RCD 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 Authority.

11.7. *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 Sloughhouse RCD or Sloughhouse RCD's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of the Authority. Sloughhouse RCD shall deliver such materials to the Authority upon request in their final form and format. Such materials shall be and will remain the property of the Authority without restriction or limitation. Document drafts, notes, and emails of Sloughhouse RCD and Sloughhouse RCD's subcontractors, consultants, and other agents shall remain the property of those persons or entities.

12. **Demand for Assurance**

12.1. 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 12 limits the Authority's right to terminate this Agreement pursuant to Article 6 (Termination).

13. Assignment and Delegation

- 13.1. *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.
- 13.2. *Subcontracts:* Notwithstanding the foregoing, Sloughhouse RCD may enter into subcontracts with subconsultants to perform the work specified in this Agreement.
- 13.3. *Summary of Subconsultants' Work:* At each Board of Directors meeting, Sloughhouse RCD shall provide the Authority with a summary of all work performed by Sloughhouse RCD and all subconsultants since the preceding meeting. Such summary shall identify the individuals/subconsultants performing work and the total amount paid broken down by the tasks listed in the Scope of Work.

14. Method and Place of Giving Notice, Submitting Bills, and Making Payments

- 14.1. *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.
- 14.2. *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 14.

15. Miscellaneous Provisions

- 15.1. *No Waiver of Breach:* The waiver by the Authority 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 the Agreement.
- 15.2. *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. Sloughhouse RCD and the Authority acknowledge that they have each contributed to the

making 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. Sloughhouse RCD and the Authority acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

15.3. *Consent:* Wherever in this Agreement the consent or approval of one party is required for an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

15.4. *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 right rights in third parties.

15.5. *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 Sacramento County, California.

15.6. *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.

15.7. *Merger:* This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the include terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

15.8. *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.

15.9. *Time of Essence:* Time is an shall be of the essence of this Agreement and every provision hereof.

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Draft as of 9/13/21

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date last signed by the parties to the Agreement.

Sloughhouse Resource Conservation District	Cosumnes Groundwater Authority
By:	By:
Herb Garms Board Chair, Sloughhouse RCD	Board Chair, Cosumnes Groundwater Authority
Date:	Date:

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Exhibit A

Scope of Work

1. Commencement of Work

- 1.1. Sloughhouse RCD is authorized to proceed immediately with the performance of this Agreement upon the Effective Date of this Agreement.

2. Tasks

2.1. Task 1: Board of Directors Meeting Activities

- a. In consultation with the Board Chair and Plan Manager, prepare agendas for 6 Board meetings in the initial year.
- b. Notice all meetings in accordance with the Brown Act.
- c. Staff all meetings, record minutes, and serve as the Board Clerk.
- d. Facilitate Board Member trainings and compliance.
- e. Establish and maintain list of Directors and Alternate Directors, and records of required trainings and disclosures.
- f. Maintain all official records of the Authority and respond to Public Records Act requests as needed.
- g. Work with Legal Counsel to draft Bylaws and Conflict of Interest Code for Board consideration.

2.2. Task 2: SGMA Activities

- a. Serve as the Cosumnes Subbasin Groundwater Sustainability Plan's Plan Manager and be responsible for the implementation of said Plan.
- b. Contract with consultants for SGMA related activities including, but not limited to, preparation of an Annual Report to DWR, gathering data from the Cosumnes Subbasin Monitoring Network for Water Year 2022, and maintenance of a Data Management System.
- c. Develop an agreement with the Southeast Sacramento County Agricultural Water Authority for work done by the Cosumnes Subbasin Watershed Coordinator.
- d. Participate in cross-basin coordination neighboring basins.

2.3. Task 3: Outreach and Engagement

- a. Establish and maintain a website for the Authority.
- b. Lead public workshops as needed.
- c. Serve as the Cosumnes Subbasin Information Officer and respond to all questions/requests from the public, media, and other stakeholders.
- d. Coordinate the creation and implementation of a Cosumnes Subbasin Citizen Advisory Committee.

2.4. Task 4: Contract and Fiscal Management

- a. Solicit and prepare contracts for Board consideration for JPA-related professional services including but not limited to technical services related to legal counsel, meeting facilitator, auditor, finance options studies, and rate studies.

- b. Serve as Treasurer/Fiscal Agent, including accounts payable and receivable, financial report to Board, and facilitating the audit.
- c. Develop a Draft FY 21-22 Budget for Board consideration.
- d. Invoice Member entities according to the JPA.
- e. Process checks and payments.
- f. Establish a banking account for the Authority.
- g. Obtain insurance for the Authority.

2.5. Task 5: Miscellaneous

- a. Serve as the Cosumnes Groundwater Authority Administrator and manage all aspects of the Authority’s operations in accordance with the Board of Directors’ policies and procedures.
- b. Develop a Staffing Plan for Board consideration.
- c. File necessary paperwork with the Department of Water Resources, Secretary of State, and other local and state entities as required by law.
- d. Assist with grant applications as needed.
- e. Establish a mailing address for the Authority.
- f. Develop a logo/letterhead for the Authority.
- g. Coordinate legislative advocacy activities as needed.
- h. Participate in industry training, workshops, and professional associations as needed.
- i. Other tasks and responsibilities identified by the Board of Directors and agreed to by Sloughhouse RCD.

Exhibit B

Schedule of Costs

PERSONNEL	
Title	Hourly Rate
SRCD District Manager	\$92
EXPENSES	
Item	Cost
Services (technical consultants)	at cost
Printing	at cost
Postage/mailing	at cost
Supplies	at cost
Mileage	\$0.56

Exhibit C

Estimated Budget for Scope of Work

Task	Estimated Budget
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Task 1: GSA Board Meeting Activities	
Task 2: SGMA Activities	
Task 3: Outreach and Engagement	
Task 4: Contract and Fiscal Management	
Task 5: Miscellaneous	
Total	

Exhibit D

Insurance Requirements

Sloughhouse RCD shall maintain insurance and/or self-insurance as described below unless usch insurance has been expressly waived in writing by Authority.

- a. Workers Compensation insurance with statutory limits as required by Labor Code of the State of California, and Employers Liability with minimum limits of \$1,000,000 per accident; \$1,00,000 disease per employee, \$1,00,000 disease per policy.
- b. Commercial General Liability Insurance with 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 Umbrella Liability Insurance.
 - b.1. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. Sloughhouse RCD is responsible for any deductible or self-insured retention and shall fund it upon GSA's written request, regardless of whether Sloughhouse RCD has a claim against the insurance or is named as party in any action involving Authority.
 - b.2. Authority shall be endorsed as an additional insured for liability arising out of operations by, or on behalf of, the Sloughhouse RCD in the performance of the Agreement.
 - b.3. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
 - b.4. The policy shall cover inter-insured suits between the additional insureds and Sloughhouse RCD and include a "separation of insureds" or "severability" clause which treats each insured separately.
- c. Automobile Liability Insurance with Minimum Limit of \$1,000,000 combined single limit per accident. Automobile Insurance shall apply to all owned, hired, and non-owned autos.
- d. Professional Liability/Errors and Omissions Insurance with Minimum Limit of \$1,000,000 per claim or per occurrence. Any deductible or self-insured retention shall be shown on the Certificate of Insurance.
- e. The Certificate of Insurance must include the following reference: Cosumnes Groundwater Authority.
- f. All required Evidence of Insurance shall be submitted to GSA. Within 3 business days of the Effective Date. Sloughhouse RCD agrees to maintain current Evidence of Insurance on file with Authority for the entire term of this Agreement.

- g. The name and address for Additional Insured endorsements and Certificates of Insurance is: Cosumnes Groundwater Authority, Attn: _____, _____, _____, CA 9____.
- h. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) business days before expiration or other termination of the existing policy.
- i. Sloughhouse RCD shall provide the Authority immediate written notice if any of the required insurance policies are terminated.
- j. Sloughhouse RCD's indemnity and other obligations shall not be limited by these insurance requirements.

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