

AGREEMENT FOR CONSULTING SERVICES

The following is an agreement between **Marin Municipal Water District**, hereinafter "District", and **Point Reyes Bird Observatory dba Point Blue Conservation Science (Point Blue)**, hereinafter, "Consultant".

WHEREAS, Consultant is a duly qualified consulting firm, experienced with conducting northern spotted owl survey and monitoring work.

WHEREAS, in the judgment of the Board of Directors of the District, it is necessary and desirable to employ the services of the Consultant for the purpose of continuing to conduct long-term monitoring of northern spotted owl through surveys during 2025 and 2026 on District properties.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

PART A-- SPECIFIC PROVISIONS:

1. DESCRIPTION OF SERVICES AND PAYMENT: Except as modified in this agreement, the services to be provided and the payment schedule are:

- a. The scope of work covered by this agreement shall be that included in "**Attachment A**" of this agreement.
- b. The fee and fee payment for such work shall be as stipulated under the fee schedule included in "**Attachment B**" of this agreement and shall not exceed **\$199,223** in total.

PART B-- GENERAL PROVISIONS

1. ASSIGNMENT/DELEGATION: Except as above, neither party hereto shall assign, sublet or transfer any interest in or duty under this agreement without written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.

2. STATUS OF CONSULTANT: The parties intend that the Consultant, in performing the services hereinafter specified, shall act as an independent contractor and shall have the control of the work and

the manner in which it is performed. The Consultant is not to be considered an agent or employee of District, and is not entitled to participate in any pension plan, insurance, bonus or similar benefits District provides its employees.

3. INDEMNIFICATION: District is relying on professional ability and training of the Consultant as a material inducement to enter into this agreement. The Consultant hereby warrants that all its work will be performed in accordance with generally accepted professional practices and standards, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of the Consultant's work by District shall not operate as a waiver or release.

- a. Consultant expressly agrees to defend, indemnify and hold harmless District, its officers, agents, and employees from and against any and all loss, liability, expense, claims, suits and damages, including attorneys' fees, arising out of or pertaining or relating to Consultant's, its associates', employees', sub-consultants', or other agents' negligence, recklessness, or willful misconduct, in the operation and/or performance under this Agreement.
- b. With respect to all other than professional services under this agreement, Consultant shall indemnify, hold harmless, release and defend District, its officers, agents and employees from and against any and all actions, claims, damages, disabilities, liabilities and expenses, including attorney's and expert fees and witness costs that may be asserted by any person or entity, including the Consultant, arising out of or in connection with this agreement and the activities necessary to perform those services and complete the tasks provided for herein, but excluding liabilities due to the sole negligence or willful misconduct of District.

This indemnification is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for the District or its agents under workers' compensation acts, disability benefit acts or other employee benefit acts.

4. PROSECUTION OF WORK: The execution of this agreement shall constitute the Consultant's authority to proceed immediately with the performance of this contract. Performance of the services hereunder shall be **completed by December 31, 2026**, 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 disturbance ("Acts"), the time for the Consultant's performance of this contract shall be extended by a number of days equal to the number of days the Consultant has been delayed by such Acts.

5. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS AND MAKING PAYMENTS: All notices, bills and payment shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows:

DISTRICT: Marin Municipal Water District
Attn. Carl Sanders
Natural Resources Program Manager
220 Nellen Avenue
Corte Madera CA 94925
csanders@marinwater.org
415.945.1189

CONSULTANT: Point Blue Conservation Science
Attn. Diana Humple
Point Blue Conservation Science
3820 Cypress Drive, Suite 11
Petaluma, CA 94954
dhumple@pointblue.or
415.868.0655 x386

and when so addressed, shall be deemed given upon deposit in the United States Mail, postage prepaid. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills and payments are to be given by giving notice pursuant to this paragraph.

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

7. **SEVERABILITY:** Each provision of this agreement is intended to be severable. If any term of any provision shall be determined by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such provision shall be severed from this agreement and shall not affect the validity of the remainder of the agreement.

8. **TERMINATION:** At any time and without cause, the District shall have the right in its sole discretion, to terminate this agreement by giving written notice to the Consultant. In the event of such termination, District shall pay the Consultant for services rendered to the termination date.

In addition, if the Consultant should 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, District may terminate this agreement by giving the Consultant written notice of such termination, stating the reason for such termination. In such event, the Consultant shall be entitled to

receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total fees specified in the agreement as the services satisfactorily rendered hereunder by the Consultant bear to the total services otherwise required to be performed for such total fee, provided, however, that there shall be deducted from such amount the amount of damage, if any, sustained by District by virtue of the breach of the agreement by the Consultant.

9. **TRANSFER OF RIGHTS/OWNERSHIP OF DATA:** The Consultant assigns to District all rights throughout the work in perpetuity in the nature of copyright, trademark, patent, and right to ideas, in and to all versions of any @plans and specifications, reports, video tapes, photographs, and documents now or later prepared by the Consultant in connection with this contract.

The Consultant agrees to take such actions as are necessary to protect the rights assigned to District in this agreement, and to refrain from taking any action which would impair those rights. The Consultant's responsibilities under this contract will include, but not be limited to, placing proper notice of copyright on all versions of @plans and specifications, reports and documents as District may direct, and refraining from disclosing any versions of the reports and documents to any third party without first obtaining written permission of District. The Consultant will not use, or permit another to use, any @plans and specifications, reports and documents in connection with this or any other project without first obtaining written permission of District.

All materials resulting from the efforts of District and/or the Consultant in connection with this project, including documents, reports, calculations, maps, photographs, video tapes, computer programs, computer printouts, digital data, notes, and any other pertinent data are the exclusive property of District. Reuse of these materials by the Consultant in any manner other than in conjunction with activities authorized by District is prohibited without written permission of District.

10. **COST DISCLOSURE:** In accordance with Government Code Section 7550, the Consultant agrees to state in a separate portion of any report provided District, the numbers and amounts of all contracts and subcontracts relating to the preparation of the report.

11. **NONDISCRIMINATION:** The 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 or physical handicap.

12. **EXTRA (CHANGED) WORK:** Extra work may be required. The Consultant shall not proceed nor be entitled to reimbursement for extra work unless that work has been authorized, in writing, in advance, by District. The Consultant shall inform the District as soon as it determines work beyond the scope of this agreement may be necessary and/or that the work under this agreement cannot be completed for the amount specified in this agreement. Failure to notify the District shall constitute waiver of the Consultant's right to reimbursement.

13. **CONFLICT OF INTEREST:** The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the

performance of its services hereunder. The Consultant further covenants that in the performance of this contract no person having any such interest shall be employed.

14. **INSURANCE:** The Consultant shall obtain insurance acceptable to District in a company or companies with a Best's rated carrier of at least "A". The required documentation of such insurance shall be furnished to District at the time the Consultant returns the executed contract. The Consultant shall not commence work nor shall it allow its employees or subcontractors or anyone to commence work until all insurance required hereunder has been submitted and approved.

The Consultant shall have and maintain at all times during the life of this agreement, up to the date of acceptance, the following policies of insurance:

- a. **Workers' Compensation Insurance:** Workers' Compensation Insurance to cover its employees, as required by the State of California, and shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of the subcontractors' employees. All Workers' Compensation policies shall be endorsed with the following specific language:

"This policy shall not be canceled without first giving thirty (30) days prior notice to District, Attn: Carl Sanders, by regular or certified mail."

The Workers' Compensation Insurance self-insured deductibles and retentions for both the Consultant and its subcontractors shall not exceed \$1,000.

- b. **Public Liability Insurance:** Personal Injury (including bodily injury) and Property Damage Insurance for all activities of the Consultant and its subcontractors arising out of or in connection with this agreement, written on a commercial general liability form which provides coverage at least as broad as ISO Commercial General Liability Occurrence Form CG 00 01 11 85 or 88 or any subsequent revision or equivalent including benefit contractual coverage, completed operations coverage, Consultant's protective coverage, and automobile coverage. The automobile coverage should be at least as broad as ISO Business Auto Form CA001 edition 187 or equivalent including employer's non-ownership liability. All deductibles or self-insured retentions shall not exceed \$1,000. Coverage in an amount not less than \$1,000,000 combined single limit personal injury, including bodily injury, and property damage for each occurrence is required. Each such policy shall be endorsed with the following language:

1. The Marin Municipal Water District, its officers, agents, employees and volunteers are additional insureds under this policy.
2. The insurance shall be primary as respects the insured shown in the schedule above.
3. The insurance afforded by this policy shall not be canceled except after thirty days prior written notice by certified mail return receipt requested has been given to the District.
4. The referenced policy does not exclude explosion, collapse, underground excavation hazards or removal of lateral support.
5. The inclusion of more than one insured shall not operate to impair the right of one insured against another insured, and the coverage afforded in the policy shall apply as though separate policies had been issued to each insured.

Consultant's policy shall be endorsed with "**Attachment C** "- Additional Insured Endorsement" form.

The General Aggregate Limits of Insurance in the referenced policies apply separately to this project.

- c. Professional Liability Insurance: The Consultant shall procure and maintain throughout the term of this agreement, Professional Liability Insurance in an amount not less than \$1,000,000. All insurance deductibles or self-insured retentions shall not exceed \$5,000. All Professional Liability Insurance policies shall be endorsed with the following specific language:

(i) This policy shall not be canceled without first giving thirty (30) days prior notice to District by certified mail.

- d. Documentation: The following documentation of insurance shall be submitted to District:

(i) A Certificate of Insurance for Workers' Compensation Insurance for Consultant. A copy of the required policy endorsements specified in subparagraph a. shall be attached to each such Certificate submitted.

(ii) Certificates of Liability Insurance showing the limits of insurance provided. Copies of the required endorsements specified in subparagraphs b. and c. shall be attached to each Certificate submitted.

e. Consultant hereby grants to District a waiver of any right to subrogation which any insurer of said Consultant may acquire against the District by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not District has received a waiver of subrogation endorsement from the insurer.

15. **DISPUTE RESOLUTION:** Any dispute or claim in law or equity between District and Consultant arising out of this agreement, if not resolved by informal negotiation between the parties, shall be mediated by referring it to the nearest office of Judicial Arbitration and Mediation Services, Inc. (JAMS) for mediation. Each party shall provide the others with a list of four mediators. The parties shall confer on the list and select a mutually agreeable mediator. Mediation shall consist of an informal, non-binding conference or conferences between the parties and the judge-mediator jointly, then in separate caucuses wherein the judge will seek to guide the parties to a resolution of the case. If the parties cannot agree to a mutually acceptable member from the JAMS panel of retired judges, a list and resumes of available mediators with substantial experience in mediating claims of the type at issue between the parties, numbering one more than there are parties, will be sent to the parties, each of whom will strike one name leaving the remaining name as the mediator. If more than one name remains, JAMS arbitrations administrator will choose a mediator from the remaining names. The mediation process shall continue until the case is resolved or until such time as the mediator makes a finding that there is no possibility of resolution.

At the sole election of the District, any dispute or claim in law or equity between District and Consultant arising out of this agreement which is not settled through mediation shall be decided by neutral binding arbitration and not by court action, except as provided by California law for judicial review of arbitration proceedings. The arbitration shall be conducted in accordance with the rules of Judicial Arbitration Mediation Services, Inc. (JAMS). The parties to an arbitration may agree in writing to use different rules and/or arbitrators.

16. **BILLING AND DOCUMENTATION:** The Consultant shall bill District for work on a monthly or agreed upon basis or as articulated in Attachment B and shall include a summary of work for which payment is requested. The summary shall include time and hourly rate of each individual, a narrative description of work accomplished, and an estimate of work completed to date.
17. **REASONABLE ASSURANCES:** 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 performance of either party, the other may, in writing, demand adequate assurance of due performance and until the requesting party receives such

assurance may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of the 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, not to exceed 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.

POINT BLUE CONSERVATION SCIENCE

Dated: _____

By: _____

Padmini Srinivasan, CFO

MARIN MUNICIPAL WATER DISTRICT

Dated: _____

By: _____

Bennett Horenstein, General Manager

ATTACHMENT A

Scope of Work

Section 1 - Project Management Approach

Point Blue has extensive experience conducting NSO surveys for Marin Water, and our proposed project management in this proposal is similar to our approach in previous years.

Project Management. Renée Cormier is the Spotted Owl project manager and lead biologist at Point Blue and is the main contact for Marin Water. Cormier will work with Marin Water to help determine survey needs (e.g., for new survey areas, conducting site visits to determine if surveys are necessary due to potential NSO habitat). Cormier will supervise field crew lead, conduct surveys, manage data, maintain permitting and reporting requirements with the USFWS and CDFW, and work to access properties that are not on Marin Water lands, but for which surveys are required. In addition to Cormier, there will be a field crew lead with 5 years of NSO survey experience who will supervise two technicians experienced in bird surveys working on the project. The survey crew would divide their time between Marin Water sites and Marin County Parks (MCP) sites (which are surveyed through a separate agreement with MCP). By having the same crew survey both Marin Water and MCP sites, we avoid the need to coordinate surveys with another crew for adjacent sites, a USFWS requirement for survey crews working in the same area. The number of personnel allows us to adequately cover all sites to meet protocol requirements (Press et al. 2010, USFWS 2012). All field personnel will be responsible for data collection, data entry, and data verification, with oversight from the field crew lead and Cormier; Cormier will oversee timing of surveys with adherence to survey schedule and maintain regular communications with Marin Water staff as results are determined. Cormier, the field crew lead, and Kristen Dybala (Point Blue Principal Ecologist) will also prepare the annual report summarizing the methods and results.

Communications. We are committed to maintaining strong communication with Marin Water staff, and relaying information from NSO surveys in a timely fashion. We propose maintaining similar communication schedules to previous years, but we can make any adjustments that would better serve the needs of Marin Water, if requested. Before each survey, Point Blue field personnel will notify appropriate Marin Water staff via email ≥ 24 -hours before entering watershed lands. When nesting status designations are being made (typically late-March through early June), Cormier will send regular updates via email to Marin Water's Natural Resources Program Manager. These email updates will also highlight nesting-status designations for sites with planned management activities.

Budget & Schedule Management. Kristen Dybala manages the Spotted Owl budgets for Point Blue, with assistance from Cormier. Dybala will oversee the budget for monitoring on Marin Water land, including tracking and monitoring it throughout the duration of the contract. Dybala and Cormier will prepare brief financial performance reports summarizing the work performed, the work to be completed in upcoming months, and statements of schedule and budget status, with the assistance of Contracts and Grants manager, Jette Saukkonen. These will be conducted quarterly. Saukkonen will work with Dybala

and Cormier to provide quarterly invoices of expenses to Marin Water. Additionally, Cormier will monitor and manage progress on each Task, ensuring each Task is completed on schedule.

Section 2 - Technical Approach

Field Methods

We propose completing surveys to satisfy the protocols recommended by the USFWS (2012) and a protocol that is specific to Marin County (Press et al. 2010), for determining the occupancy, nesting status, and reproductive success of historic and potential NSO activity centers, using data collected in previous years as needed. For determining occupancy status, we will follow the more recent USFWS protocol (2012), which is designed to account for reduced detectability of NSO in the presence of Barred Owls and requires a higher number of visits before a status determination of “unoccupied” can be made. For disturbance-only projects (e.g., noise), the USFWS recommends a minimum of six visits that cover all NSO habitat within 0.25 miles from the project area to determine that a site is unoccupied. For determining nesting status and reproductive success, we will use the Marin Modified Protocol (Press et al. 2010) to minimize the use of mice. The modifications in the Marin Protocol are intended to avoid “taming” owls to humans by limiting the number of mice fed to owls by humans. Using increased search efforts, owl behavioral cues, and nest locating skills, we will first attempt to locate nests without using mice. To determine the number of young fledged for pairs that are confirmed to be nesting, we will conduct weekly nest checks and surveys during the anticipated fledgling period to reduce or eliminate the need to use mice to determine whether or not a nest was successful (Press et al. 2010). Additionally, we will attempt to determine non-nesting status by using observations of non-incubating females during the known period of incubation and early brooding (April 1 – May 1). However, we will use mice as described in the survey protocols if necessary to obtain nesting status and reproductive success data. Basic tree and habitat measurements will be taken at each nest site. All relevant results will be promptly conveyed to Marin Water staff for management considerations.

Reporting

Annual Report: We will prepare a summary report for each monitoring season (total of two) that includes overall methods and results for occupancy, nesting status, and reproductive success each year. Results will be interpreted relative to the long-term dataset. The summary report will address all sites surveyed under Tasks 1-2 (2025) and 4-5 (2026). We propose combining the Marin Water data with sites surveyed for MCP for the annual report, similar to previous years; by including more sites in our assessment of occupancy and reproductive status, our findings will be based on a more comprehensive dataset. The report will also be shared with MCP, USFWS, and CDFW. The final reports will not include site-specific details so that the reports can be shared publicly without publishing sensitive NSO location information. However, we will also provide a supplemental document to Marin Water that will show results for each site in Tasks 1-2 and 4-5.

GIS and Spatial Data. We will provide an ArcReader-compatible spatial data set showing survey sites and nest locations for all sites surveyed in 2025 and 2026 and a comprehensive GIS layer of the county NSO activity centers for all available years; the all-years GIS files are compiled by the National Park Service (NPS), who manage the county-wide NSO database in close coordination with Point Blue.

Section 3 - Personnel

The proposed project personnel from Point Blue include a Project Supervisor and Budget Manager, Kristen Dybala; Project Manager and Lead Biologist, Renée Cormier; a field crew lead, Margaret Brown, and two biologists/technicians. All key personnel work from Point Blue's Palomarin Field Station, 999 Mesa Road, Bolinas, California. Roles of the Project Manager and Lead Biologist are outlined above in the Project Management section, and their resumés are provided in Appendix B. The number of hours proposed for each individual is presented in the budget in Section 6.

Section 4 - Schedule

Task 1. 2025 Surveys, Watershed Sites (Primary Nesting Season) – Jan to Jun 2025

Using the methods described above, we will survey and monitor 24 historic sites through June 30 (the end of Marin Water's fiscal year). We will determine occupancy, nesting status, and reproductive success at all survey sites. Results will be relayed to Marin Water's Natural Resource Program Manager via email after determination of nesting status at each site. Task includes pre-season planning (Jan-Feb), data entry, verification, and data management. Pre-season planning includes hiring field personnel, confirmation of survey needs with Marin Water, site visits for any potential new survey areas, communications with adjacent land managers/private landowners, permit updates, and notifications for upcoming surveys to regulatory agencies (USFWS and CDFW).

Task 2. 2025 Surveys, Watershed Sites (Season Wrap-Up) - Jul to Dec 2025

Using the methods described above, we will continue to survey and monitor the historic sites (Task 1), completing all field work and site updates to Marin Water for outstanding surveys beyond June 30 (the end of Marin Water's fiscal year). Task includes data entry, verification, and completion of data management.

Task 3. Annual Summary Report + GIS Data 2025 - Aug to Dec 2025

We will provide a summary report for the monitoring season that includes methods, and results for occupancy, nesting status, and reproductive success. The summary report will address all sites surveyed under Tasks 1-2. We will provide Marin Water with an ArcReader-compatible spatial data set showing activity centers (which includes all known nests for nesting pairs) for all sites surveyed in 2025. We will also provide a comprehensive GIS layer to the county for all available years, compiled by the National Park Service (NPS), who manage the County-wide NSO database and compile the data annually.

Tasks 4-6 are identical to above Tasks 1-3, respectively, with dates shifted by one year as they are associated with the 2026 breeding season. There is some flexibility for the number of sites to change between the two years, as long as the total number does not appreciably increase.

		Jan to Jun 2026		Jul to Dec 2026			
Year 2, 2026: Tasks 4-6		TASK 4	TASK 4	TASK 5	TASK 5	TASK 6	TASK 6
		Hours	Cost	Hours	Cost	Hours	Cost
<u>Personnel</u>							
	<u>Hourly Rate¹</u>						
Project lead (Cormier), FY25-26	\$ 85.30	86.50	\$7,378	0	\$0	0	\$0
Project lead (Cormier), FY26-27	\$ 91.26	127.36	\$11,623	61.56	\$5,618	61.56	\$5,618
Project oversight (Dybala), FY25-26	\$ 128.87	8.00	\$1,031	0	\$0	0	\$0
Project oversight (Dybala), FY26-27	\$ 137.88	13.00	\$1,792	11.00	\$1,517	11.00	\$1,517
Crew Lead (Brown), regular rate, FY25-26	\$ 59.04	73.44	\$4,336	0	\$0	0	\$0
Crew Lead (Brown), overtime rate, FY25-26	\$ 88.56	8.49	\$752	0	\$0	0	\$0
Crew Lead (Brown), regular rate, FY26-27	\$ 63.17	222.88	\$14,079	36.72	\$2,320	36.72	\$2,320
Crew Lead (Brown), overtime rate, FY26-27	\$ 94.76	25.47	\$2,414	2.12	\$201	0	\$0
Field technician 1, regular rate	\$ 37.80	284.01	\$10,736	20.38	\$770	0	\$0
Field technician 1, overtime rate	\$ 56.71	29.72	\$1,685	2.12	\$120	0	\$0
Field technician 2, regular rate	\$ 37.80	284.01	\$10,736	20.38	\$770	0	\$0
Field technician 2, overtime rate	\$ 56.71	29.72	\$1,685	2.12	\$120	0	\$0
Total Personnel			\$68,247		\$11,436		\$9,454
<u>Additional Costs (Direct):</u>							
Supplies & Equipment			\$448		\$0		\$0
Dues and Subscriptions			\$94		\$0		\$100
Travel (mileage, etc.)			\$3,840		\$108		\$0
Total Additional Direct Costs			\$4,383		\$108		\$100
<u>Additional Costs (Indirect):</u>							
Indirect on Other Direct Costs			\$1,534		\$38		\$35
Housing Expense			\$5,557		\$1,389		\$0
Total Additional Indirect Costs			\$7,091		\$1,427		\$35
	Subtotal By Task ²		\$79,720		\$12,972		\$9,589
Total Year 2	\$102,281						

¹Hourly rates are billing rates, which include indirect costs and employee benefits. Some staff are paid salaries, and others are paid hourly wages with overtime, and these different hourly rates (regular pay vs expected overtime) are shown separately. Because our fiscal year ends March 31st, we show rates for both years for our full-time staff; the higher rates each year are because of projected cost of living increases from the early to later part of the season, which go into effect April 1.

²Combined costs of Tasks 1-2 (2025 surveys) and Tasks 4-5 (2026 surveys) should not change from what is shown here if the approximate number of sites does not differ significantly from that in Table 1, but the proportional cost of each Task could change from what is shown here if Marin Water has a need to shift any sites from being charged to Watershed to Project-specific Monitoring. In that event we would work with Marin Water to do a formal or informal modification of proportional cost per Task.

ATTACHMENT C

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage: Policy# _____

Policy Period _____

Automobile Liability: Policy# _____

Policy Period _____

INSURED: Name _____

Address _____

City/State/Zip _____

SCHEDULE

The Marin Municipal Water District, its officers, officials, agents, employees and volunteers (District).

WHO IS AN INSURED

Is amended to include as an insured the organization shown in the schedule above.

1. The insurance shall be primary concerning the insured shown in the schedule above.
2. The insurance afforded by this policy shall not be cancelled except after thirty days prior written notice by certified mail return receipt requested has been given to the District.
3. The referenced policy does not exclude explosion, collapse, underground excavation hazards or removal of lateral support.
4. The inclusion of more than one insured shall not operate to impair the right of one insured against another insured, and the coverage afforded in the policy shall apply as though separate policies had been issued to each insured.

Authorized Insurance Representative

Signature

Date

Print Name and Title

Rev. 7-25-06