

AGREEMENT BETWEEN THE SEASIDE BASIN WATERMASTER AND MONTEREY COUNTY WATER RESOURCES AGENCY FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into this 18 day of April 2007, by and between Monterey County Water Resources Agency, hereinafter called "Consultant," and the Seaside Basin Watermaster, hereinafter called "Watermaster" or "Seaside Basin Watermaster."

**SECTION I
SCOPE OF SERVICES**

Watermaster hereby engages Consultant for the conduct and preparation of certain analyses, studies, and planning procedures as set forth in **Exhibit A**, Scope of Services.

**SECTION II
COMPENSATION**

A. Fee Schedule

Fees payable to Consultant for services specified herein shall be in accordance with the fee schedule in **Exhibit B**.

B. Method of Payment

Payment of fees shall be based on work completed, as documented in monthly billings submitted by Consultant. Work reports shall be rendered in accordance with the schedule shown in **Exhibit C**, Work Schedule. Payments are due and payable within thirty (30) days after receipt of each invoice subject to a finding by Watermaster that work performed has been satisfactory and that payment is for the work specified in **Exhibit C**, Work Schedule. Where Watermaster finds the work to be unsatisfactory, Watermaster shall describe deficiencies in writing to Consultant within ten (10) days. Ten percent (10%) of the maximum payment shall be retained until submission of the final work product. The final invoice for work performed shall be submitted not later than sixty (60) days following completion of such work.

C. Maximum Payment

Payments to Consultant for services rendered and expenses incurred under this Agreement shall not exceed \$20,064.

**SECTION III
INSPECTION OF WORK**

Authorized representatives of Watermaster shall have access to Consultant's offices or other work location during normal business hours for the purpose of review and inspection of

work activities undertaken pursuant to this Agreement.

SECTION IV
OWNERSHIP OF PROJECT REPORT AND EQUIPMENT PURCHASED

All original documents, explanations of methods, maps, tables, computer programs, reports and other documents prepared under this Agreement and equipment purchased specifically for the project shall become the exclusive property of Watermaster. Consultant may retain copies for his/her own use.

SECTION V
TIME OF PERFORMANCE

Consultant shall begin work upon the effective date of this Agreement and shall complete all tasks described herein according to the schedule shown in Exhibit C, Work Schedule. Time is of the essence to this Agreement, and failure to comply with this provision shall be a material breach of this Agreement.

SECTION VI
DELAY BEYOND CONSULTANT'S CONTROL

Consultant shall be excused for delay caused by acts or events beyond Consultant's reasonable expectation or control. Consultant shall be entitled to extensions of time for such delay only on written application to Watermaster within ten days after commencement of the delay.

SECTION VII
RESPONSIBILITIES

- A. Consultant represents that he/she has or will secure at his/her own expense all personnel, materials, and related services required to perform the services under this Agreement. Consultant shall act as an independent consultant and not as an agent or employee of Watermaster. Consultant shall have exclusive and complete control over his/her employees and subcontractors, and shall determine the method of performing the services hereunder.
- B. Watermaster shall provide Consultant with all relevant data and studies in its possession without charge.
- C. Consultant and Watermaster staff shall coordinate and arrange for all meetings required to be held with other agencies or persons hereunder, unless otherwise specified in Exhibit A, Scope of Services.

D. Consultant shall be responsible for the reproduction of work produced by Consultant hereunder.

E. The officers, agents, and employees of Watermaster shall cooperate with Consultant in the performance of services under this Agreement without charge to Consultant. Consultant agrees to use such services insofar as feasible in order to effectively discharge his/her obligations hereunder and further agrees to cooperate with Watermaster's officers, agents and employees.

F. The Consultant agrees to indemnify, defend and save harmless Watermaster, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all consultants, subcontractors, materialmen, laborers and any other person, firm or corporation who may be injured or damaged by the willful misconduct or negligent acts, errors, and/or omissions of the Consultant, Consultant's employees, or Consultant's subcontractors or subconsultants in the performance of this Agreement.

SECTION VIII INSURANCE

A. The Consultant shall procure, purchase at his/her expense and maintain in full force and effect such insurance as will protect it from claims, damages, losses, liability, costs, and expenses as set forth herein which may arise out of or result from or in any way connected with the Consultant's activities, work, services, and/or operations performed by the Consultant under this Agreement, whether such activities or operations be by itself or by any subcontractor or by any sub-subcontractor or by anyone directly or indirectly employed by any of them, or by anyone else for whose acts the Consultant or any of them is or may be liable. The procurement and maintenance by the Consultant of policies required under this Contract shall not relieve, limit or satisfy Consultant's obligation to indemnify, defend and save harmless Watermaster, its officers, directors, agents and employees.

B. Consultant represents that he/she will, prior to commencement of work pursuant to this Agreement, name and endorse on to his/her Comprehensive General Liability insurance policy Watermaster as "an insured" with respect to liability arising out of the activities, services, operations or work negligently performed by Consultant for Watermaster (ISO form CG 20 09 11 85 or its equivalence). Consultant shall obtain and keep in full force and effect insurance policies and in appropriate limits as specified by the Insurance Requirements (**Exhibit D**) and shall require any subcontractor or sub-subcontractor to provide evidence of similar liability insurance coverages.

C. Consultant shall add to his/her Comprehensive General Liability insurance policy a severability or interest clause or such similar wording if his/her policy does not automatically have this clause already written into it. Such language shall be similar to: "The insurance afforded applies separately to each insured against whom claim is made or suit is brought, including claims made or suits brought by any person included within the persons insured provision of this insurance against any other such person or organization."

D. All policies carried by Consultant shall contain a provision or be endorsed to state that coverage as respects to Watermaster shall not be suspended, voided, canceled or non-renewed except after the insurance company has given to Watermaster at least forty-five (45) days prior written notice to the address shown below prior to any such termination of coverage becomes effective.

E. Consultant shall, on all policies or coverages required to be carried by Consultant pursuant to this contract, give to Watermaster forty-five (45) days prior written notice by certified mail, return receipt requested, to the address shown below notification of any limitations, reductions or material change in coverage or in limits available.

F. Prior to the execution of the contract, Consultant shall file with Watermaster certificates of insurance of coverage actually in force that is required to be carried by Consultant pursuant to this Section VII and Insurance Requirements (**Exhibit D**). With respect to each renewal or replacement of any such insurance, the requirements of this paragraph must be complied with not less than forty-five (45) days prior to the expiration or cancellation of the policy being renewed or replaced.

G. All insurance policies carried by or available to Consultant shall be primary and not excess nor contributing with any insurance issued to or available to Watermaster. Any insurance or self-insurance maintained or carried by Watermaster shall be excess of the Consultant's insurance and shall not participate in nor contribute with such insurance carried by or available to Consultant. Watermaster will not be responsible for any payment of premiums due as a result of compliance with the terms and conditions of the insurance requirements. The cost of such insurance shall be borne solely by the Consultant.

H. In the event Consultant elects to utilize existing policies to meet insurance requirements specified herein for comprehensive general liability and or professional errors and omissions coverages, Consultant shall provide an accurate history of claims filed against either of those policies during the past twenty-four (24) months along with amounts paid and reserves outstanding.

I. Watermaster shall be under no duty either to ascertain the existence of or to examine such insurance policies or to advise Consultant in the event such insurance coverage does not comply with the requirements hereof. However, Watermaster may, at any time, and from time to time, inspect and copy any and all insurance policies, endorsements, certificates and correspondence required to be carried by Consultant pursuant to this Agreement.

SECTION IX CHANGES AND CHANGED CONDITIONS

If, during the course of the work herein contemplated, the need to change the Scope of Services or the time schedule should arise, for whatever reasons, whichever party first identifies such need to change shall notify the other party in writing (e-mail communication is acceptable). The representatives of the parties shall meet within seven (7) working days of the date of such

notice, to discuss the need for change so identified and to set the proposed action to be taken by the parties. A change in the Scope of Services may also result in a change in the compensation amount. Compensation changes shall be based upon the Consultant Fee Schedule (**Exhibit B**) attached hereto. Any changes agreed to shall be documented by duly executed amendments to this Agreement. Watermaster shall have the right to unilaterally remove any work items in the Scope of Services, after first complying with the notification and meeting requirements described above. Consultant shall not have the right to remove or add work items, except by consent of Watermaster.

SECTION X TERMINATION

Watermaster may terminate Consultant's services at any time by written notice to Consultant at least thirty (30) days prior to such termination. Upon receipt of written notice from Watermaster that this Agreement is terminated, Consultant shall submit an invoice for an amount which represents the value of services actually performed to the date of said notice for which he/she has not previously been compensated. Upon approval of this invoice by Watermaster, Consultant shall be paid from the sum found due after having applied the provisions of Section II, Paragraph D of this Agreement, "Late Performance Penalty," where applicable, and MPWMD shall have no further obligation to Consultant, monetarily or otherwise.

SECTION XI SUB-CONTRACTING AND ASSIGNABILITY

Consultant shall not sub-contract any portion of the work required by this Agreement nor otherwise assign or transfer any interest in it without prior written approval of Watermaster. Watermaster consents to any sub-contracts that are specifically referenced in the exhibits to this Agreement.

SECTION XII DISCRIMINATION AND FAIR EMPLOYMENT

Attention is directed to Section 1735 of the California Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons, except as provided in Section 12940 of the government code and every Consultant for public works violating this section is subject to all penalties imposed by a violation of this chapter."

The Consultant shall not willfully discriminate against any employee or applicant for employment for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, martial status, or sex of such persons. The Consultant shall ensure that applicants and employees are treated without regard to their race, religious creed, color, national origin, physical disability, mental disability, medical condition, martial status or sex. Such action shall include, but not be limited to, the following: upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION XIII INTEREST OF CONSULTANT

Consultant covenants that he/she 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 services required to be performed under this Agreement. For breach or violation of this warranty, Watermaster shall have the right to annul this Agreement without liability.

SECTION XIV CONTINGENT FEES

Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement, and that he/she has not paid or agreed to pay any company, or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gifts, or other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Watermaster shall have the right to annul this Agreement without liability, or at its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage, gift or contingent fee.

SECTION XV DISPUTES

In the event of a dispute arising out of the performance of this Agreement either party shall, as soon as a conflict is identified, submit a written statement of the conflict to the other party. Within fifteen (15) working days of receipt of such a statement of conflict, the second party will respond and a meeting will be arranged not more than fifteen (15) working days thereafter to arrive at a negotiated settlement or procedure for settlement. If, within forty (40) working days from the initial filing of a statement of conflict an agreement cannot be reached, it is agreed that the dispute may be resolved in a court of law competent to hear this matter. This Agreement shall be construed in accord with California law and it is agreed that venue shall be in the County of Monterey. The prevailing party shall be awarded costs of suit, and attorneys' fees.

SECTION XVI
NOTICES

All communications to either party by the other shall be deemed given when made in writing and delivered or mailed to such party at its respective address, as follows:

Watermaster: Seaside Basin Watermaster
 2600 Garden Road, Suite 228
 Monterey, CA 93940

Consultant: Curtis Weeks, General Manager
 Monterey County Water Resources Agency
 893 Blanco Circle
 Salinas, CA 93901

SECTION XVII
AMENDMENTS

This Agreement together with Exhibits A, B, C, and D sets forth the entire understanding of the parties with respect to the subject matter herein. There are no other agreements expressed or implied, oral or written, except as set forth herein. This Agreement may not be amended except upon written amendment, executed by both parties hereto.

SECTION XVIII
ATTACHMENTS

The following exhibits attached hereto and referred to in the preceding sections are, by reference, incorporated herein and made an integral part of this Agreement:

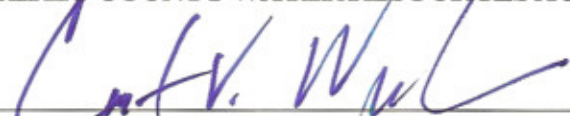
- Exhibit A.** Scope of Services
- Exhibit B.** Consultant Fee Schedule
- Exhibit C.** Work Schedule
- Exhibit D.** Insurance Requirements

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement effective as of the day and year first above written.

SEASIDE BASIN WATERMASTER

Dated: APRIL 24, 2007 By: 
Dewey Evans
Watermaster Executive Officer

MONTEREY COUNTY WATER RESOURCES AGENCY

Dated: 5/2/07 By: 
Curtis Weeks
General Manager

FEDERAL TAX IDENTIFICATION NUMBER _____

EXHIBIT A

**Monterey County Water Resources Agency
Seaside Groundwater Basin
Monitoring and Management Program
Phase I Work Plan**

The Seaside Basin Monitoring and Management Program (MMP) was developed by the Seaside Basin Watermaster Technical Advisory Committee (TAC) and adopted on May 17, 2006, and revised on September 5, 2006, to comply with the decision entered in the Seaside Groundwater Basin Adjudication (California American Water v. City of Seaside, Monterey County Superior Court, Case Number M66343) (hereinafter referred to as Decision). The MMP contains several primary tasks: 1) Basin Monitoring Well Construction Program; 2) Comprehensive Basin Production, Water Level and Water Quality Program; 3) Basin Management Program; and 4) Seawater Intrusion Program.

Seawater Intrusion Contingency Program/ Establishing Baseline Seawater Intrusion

The Watermaster will collect quarterly water quality data from the MPWMD existing coastal monitor wells under Phase 1 of the MMP. These data from the MPWMD coastal monitor wells will be instrumental in confirming baseline conditions and historical trends. Should seawater intrusion be detected at a coastal monitor or production well, steps will be implemented, following the protocols outlined in the MMP, to initiate the appropriate responsive actions

Based on the outcome of the Monitoring Well Construction Program and the Comprehensive Basin Production, Water Level and Water Quality Monitoring Program, the Seawater Intrusion Contingency Plan would be logically influenced by the Phase 1 data collection and analysis efforts. It is recommended that baseline water level contour mapping be prepared utilizing all available water level data, as well as developing baseline production data. Analyzing historical water quality data during Phase 1 serves two purposes: 1) it establishes baseline water quality; and 2) it identifies historical water quality trends.

**Monterey County Water Resources Agency
Seaside Groundwater Basin
Monitoring and Management Plan
Phase I Scope of Work**

The following scope of work has been developed to perform tasks necessary to carry out the Seawater Intrusion Contingency Program.

IMPLEMENTATION

I. 4 Seawater Intrusion Contingency Plan/Establish Seawater Intrusion Baseline

Thorough, systematic, and appropriate analyses of groundwater data will allow us to identify, track, and mitigate seawater intrusion in the Basin. Seawater intrusion is a slow process, which can be impacted by ground water pumping that impacts ground water levels, and, in turn, affects ground water quality general mineral concentrations. Analyses that help identify seawater intrusion include: graphs of ground water levels, pumping and water quality trends; and maps representing these data using differentiated symbology. The final step is to evaluate the relationship that the pumping and water levels have on water quality.

- Time series of chloride concentrations.* Chloride concentrations are the most dependable and recognizable indicator of seawater intrusion. Time series graphs from a single well can show steady increases in chloride concentrations that indicate seawater intrusion.

- Time series of ionic ratios.* Typically, the molar ratio of sodium to chloride will often drop to near or below 0.85 in front of an advancing seawater wedge. Similarly, the molar ratio of calcium to sodium will rise in front of an advancing seawater wedge. These trends are due to the ionic exchange of sodium and calcium.

- Trilinear plots.* Plotting major anions and cations on trilinear plots can show if water quality data from a single well is migrating towards seawater quality. Water quality plotted on does not migrate along a simple mixing line on trilinear plots if intrusion is due to an advancing seawater front. Data from Salinas Valley, however, suggests that water quality often does plot along a simple mixing line if intrusion is due to flow through abandoned or non-operating wells. This can help identify the intrusion mechanism in various places.

- Time series of Stiff diagrams.* Plotting major anions and cations on stiff diagrams allows qualitative indication of seawater intrusion. Stiff diagrams are identified by their general shapes, each water type having a unique shape. A change in the shape of stiff diagrams may indicate seawater intrusion.

••*Time series of Chloride concentration maps.* Maps of chloride concentrations show the movement of a seawater intrusion front into a basin. Individual maps must be produced for each aquifer. Of importance is that all maps be developed with a consistent approach, ensuring that changes in the maps represent changes in data, not changes in contouring algorithms. The data will be presented in a Geographic Information System (GIS).

For purposes of the Seawater Intrusion Contingency Program, until additional empirical data are developed and analyzed, the Seaside groundwater basin aquifers will be defined as seawater intruded when the chloride concentration in a coastal monitor well reaches approximately 100 mg/l and 250 mg/l for the Paso Robles and Santa Margarita aquifers, respectively. For a coastal production well, the standard will be 250 mg/l, given that some wells contain multiple aquifer formations that reflects a blend of these sources. These standards will be utilized until more comprehensive standards based on historical water quality data at individual monitor and production wells can be developed. The Watermaster will institute interim standards for notice of potential seawater intrusion so that appropriate preventive actions may be taken. Interim notice will be defined as 50 percent increase above ambient chloride concentrations for any specific monitoring well location.

In addition to establishing baseline chloride concentrations and monitoring chloride concentrations, other complimentary water quality parameters will be established and monitored to provide supplemental data for water quality trend analysis and characterization. Appropriate water quality parameters, data formats and data transfer procedures will need to be identified and coordinated.

I. 4. a. Oversight of Seawater Intrusion Detection and Tracking

MCWRA will provide general oversight over the Seawater Intrusion detection program.

I. 4. b. Develop Seawater Intrusion Analysis Protocol

The RBF team will coordinate with MCWRA to adapt the existing seawater intrusion analysis protocol utilized in the Salinas Valley Groundwater Basin for use in the Seaside Groundwater Basin.

I. 4. c. Prepare Baseline Water Level Contour Mapping

Under general direction and guidance from MCWRA, up-to-date baseline water level contour mapping will be prepared utilizing all available water level data from existing production and monitor wells, and proposed new dedicated coastal sentinel monitor wells.

I. 4. d. Prepare Mapped Representation of Baseline Basin Pumping

Under general direction and guidance from MCWRA, mapped representation of recent (i.e., baseline) groundwater production will be prepared utilizing symbology adapted from the Salinas Valley Groundwater Basin.

I. 4. e. Graph and Map Historical Data/Establish Baseline Water Quality

Analyzing historical water quality data serves two purposes: 1) It establishes baseline water quality; and 2) It identifies historical water quality trends. By relying on wells that are completed over short lengths, and in discrete aquifers to determine background water quality for various aquifers. Wells completed over many aquifers may show a hybrid water quality signature. Use multiple approaches to identify water quality trends. Produce chloride time series graphs, ionic ratio time series graphs, stiff diagrams, trilinear plots (with standard seawater identified), and chloride contour maps for the time periods identified in Task 5.2. Arcview GIS 3.3 will be utilized to generate chloride contour maps per the procedures outlined in the RFP. A preliminary analysis of the graphs and maps will be conducted to establish baseline water quality and identify trends. In particular, compare water quality trends with water levels, pumping data, and recharge data to interpret both the aerial and vertical distribution of seawater intrusion. The graphs, maps, and analyses will be submitted for review by the entire Watermaster Board. Modifications to these graphs and maps will be incorporated based on input from Board members.

I. 4. f. Analyze and Map Water Quality from Coastal Monitoring Wells

Immediately after the coastal monitoring wells are installed and sampled, update data analyses with the data from these wells. New chloride concentration maps will be produced incorporating the data from the coastal wells. Because these new maps are the first maps with all data points included, they will serve as the baseline for future comparison. Water quality data from the new coastal wells precludes developing time series graphs during Phase 1, however the water quality data will be compared to water quality from similar, nearby wells to identify potential seawater intrusion until new data becomes available from the Phase 1 Coastal Sentinel Well Work Plan.

I. 4. g. Annual Report - Seawater Intrusion Analysis

At the end of each water year, all water quality data will be re-analyzed. Semi-annual chloride concentration maps will be produced for each aquifer in the basin. Time series graphs, trilinear graphs, and stiff diagram comparisons will be updated with new data. The annual EM logs will be analyzed to identify changes in seawater wedge locations. All analyses will be incorporated into an annual report that follows the format of the initial, historical data report. Potential seawater intrusion will be highlighted in the report, and if necessary, recommendations will be included. The annual report will be submitted for review to the Technical Advisory Committee (TAC) and then to the entire Watermaster Board. Modifications to the report will be incorporated based on input, first from the TAC, then from Board members.

After the first annual report, analysis and reporting can be transferred to Watermaster Board or be extended, depending on the needs of the Watermaster Board.

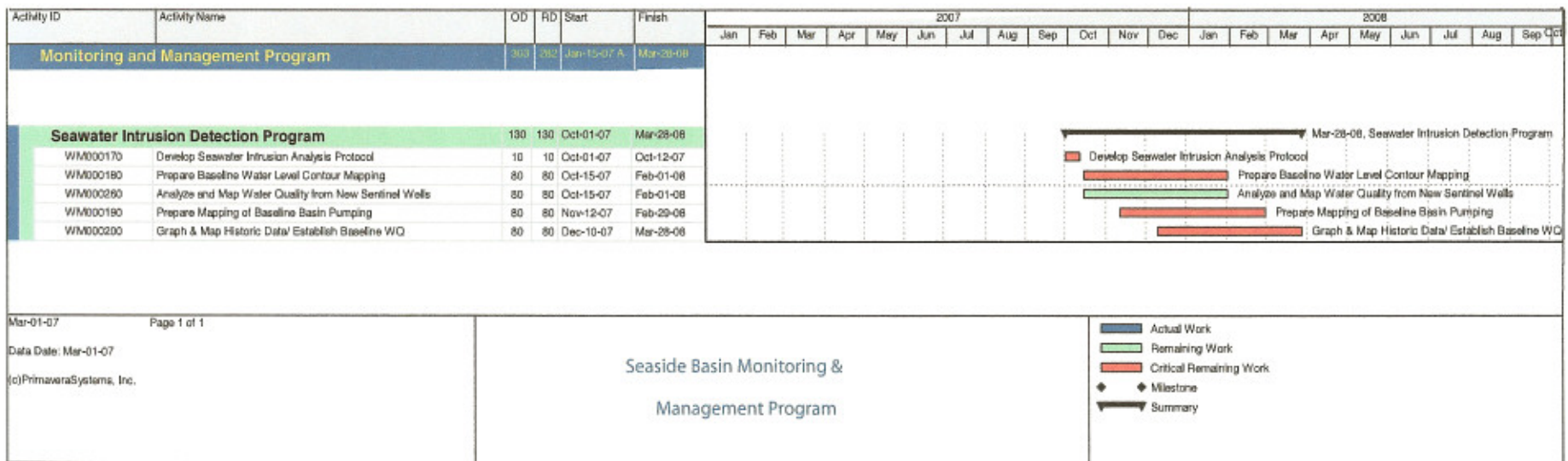
EXHIBIT B

**Seaside Basin Monitoring and Management Program
Proposed Scope and Labor Budget**

Task Description				
Task No.		MCWRA		
I. 4.	Seawater Intrusion Contingency Plan			
I. 4. a.	Oversight of Seawater Intrusion Detection and Tracking	32	\$ 114	\$ 3,648
I. 4. b.	Develop Seawater Intrusion Analysis Protocol	32	\$ 114	\$ 3,648
I. 4. c.	Prepare Baseline Water Level Contour Mapping	16	\$ 114	\$ 1,824
I. 4. d.	Prepare Mapped Representation of Baseline Basin Pumping	16	\$ 114	\$ 1,824
I. 4. e.	Graph and Map Historical Data/Establish Baseline Water Quality	32	\$ 114	\$ 3,648
I. 4. f.	Analyze and Map Water Quality from Coastal Monitoring Wells	32	\$ 114	\$ 3,648
I. 4. g.	Annual Report- Seawater Intrusion Analysis	16	\$ 114	\$ 1,824
	<i>Subtotal Seawater Intrusion Detection Program</i>			\$ 20,064
	Reproduction, Mileage, Reimbursable			
	Total			\$ 20,064

Notes: x- indicates work performed by
I- indicates Implementation

EXHIBIT C



Seaside Basin Monitoring & Management Program

- Actual Work
- Remaining Work
- Critical Remaining Work
- Milestone
- Summary

EXHIBIT D

INSURANCE REQUIREMENTS

- I. Consultant shall provide evidence of valid and collectible insurance carried for those exposures indicated by an "X".
 - A. Professional Liability Errors & Omissions
 - B. Workers Compensation and Employers Liability
 - C. Automobile Liability – "Any Auto – Symbol 1"
 - D. Comprehensive General Liability, including Bodily Injury, Property Damage and Personal Injury
 - E. Owners & Contractors Protective
 - F. Protection & Indemnity (Marine/Aviation)
- II. The minimum limit of protection provided by insurance policies for each of the coverages listed above shall be not less than \$1,000,000. The procurement and maintenance by the Consultant of the policies required to be obtained and maintained by Consultant under this contract shall not relieve or satisfy Consultant's obligation to indemnify, defend and save harmless the Seaside Basin Watermaster.
- III. Evidence of insurance carried shall be certificates of insurance for the current policies. The Seaside Basin Watermaster shall be listed as a certificate holder on the Consultant's Comprehensive General Liability insurance policy, and the policy must be endorsed to provide a forty-five (45) day prior written notice of cancellation.
- IV. The Seaside Basin Watermaster requires that all Consultants carry a commercial liability policy written on a broad comprehensive general liability form.
 - A. Such protection is to include coverage for the following hazards, indicated by an "X":
 1. Premises and Operations
 2. Products and Completed Operations
 3. Explosion Collapse and Underground
 4. Broad Form Blanket Contractual
 5. Broad Form Property Damage
 6. Personal Injury, A, B and C
 7. Employees named as Persons Insured
 8. Protective and/or Contingent Liability (O&CP)
 - B. The "Persons Insured" provision on each comprehensive general liability policy shall include as an insured the "Seaside Basin Watermaster, its officers, directors, agents and employees."
 - C. This policy shall contain a severability of interest clause or similar language to the following:

"The insurance afforded applies separately to each insured against whom claim is made or suit is brought including claims made or suits brought by any

persons included within the persons insured provision of the insurance against any other such person or organization.”

- D. All policies shall contain a provision that the insurance company shall give the Watermaster at least forty-five (45) days prior written notice mailed to the address shown below prior to any cancellation, lapse or non-renewal. The 45-day written notice must be shown on all certificates of insurance.
 - E. Certificates of insurance for the current policies shall be delivered by the Consultant to the Watermaster Executive Officer as verification that terms A, B, C and D have been met.
- V. All insurance correspondence, certificates, binders, etc., shall be mailed to:
- Seaside Basin Watermaster
2600 Garden Road, Suite 228
Monterey, CA 93940
- VI. All policies carried by the Consultant shall be primary coverage to any and all other policies that may be in force. The Watermaster shall not be responsible for payment of premiums due as a result of compliance with the terms and conditions of the insurance requirements.
 - VII. All such policies of insurance shall be issued by domestic United States insurance companies with general policy holders' rating of not less than "B" and admitted to do business in the State of California. The policies of insurance so carried shall be carried and maintained throughout the term of this contract.