

## **FLOOD CONTROL AND WATER CONSERVATION DISTRICT** **INTERAGENCY AGREEMENT**

This agreement is entered into between the Contra Costa County Flood Control and Water Conservation District, a flood control district organized under the laws of the State of California (hereinafter referred to as "District"), and Alameda County Flood Control and Water Conservation District, Zone 7 ("Zone 7"), a public agency organized under the laws of the State of California (hereinafter referred to as "Agency"). The parties enter into this Agreement based upon the following facts, understandings, and intentions:

### **RECITALS**

This Agreement is made in light of the following facts and to accomplish these purposes:

- A. Agency has requested assistance from District to review an area wide hydrologic and hydraulic model of Agency's drainage area;
- B. Agency has provided District with a scope of work and estimated hours to perform the review attached hereto and incorporated herein as Appendix A.
- C. District desires to perform, and its staff is capable of performing the work described in Appendix A.

### **AGREEMENT**

- A. **Term.** The effective date of this Agreement is January 15, 2013. It terminates on December, 31, 2013 ("Termination Date"), unless sooner terminated as provided herein.
- B. **Payment Limit.** Agency shall pay District for the work described in Section C (District's Obligations), based on the number of hours District staff persons perform that work, and the hourly rates set for in Appendix B (Rate Schedule) attached hereto and incorporated herein by reference. Agency's payments to District under this Agreement shall not exceed \$35,000.
- C. **District's Obligations.** District shall provide those services and carry out that work described in Appendix A (Scope of Services) attached hereto and incorporated herein by reference.

District will promptly notify Agency if District determines that: (1) work in addition to that described in Appendix is required in order for District to complete a peer review of Agency's models, as requested by Agency; or (2) the payment limit of this Agreement will need to be increased in order for District to complete a peer review of Agency's models, as requested by Agency. The parties may authorize additional work, or increase the payment limit, only by executing a written amendment to this Agreement. In any event, District will not be required to perform any work, or complete any task, that would cause the payment limit of the Agreement to be exceeded.

District shall assign members of its staff who are qualified and competent to provide the professional services described in Appendix A.

**D. Payment for Services.** Agency agrees to reimburse District for all labor costs, expenses, and overhead as set forth in Appendix B. Such payments shall be made within 30 days after billing by District.

**E. Amendment.** This Agreement may be modified or amended only by a written document executed by District and Agency, subject to the approval of each party's governing body, or a designee of that party's governing body that is authorized to execute the amendment on behalf of the party.

**F. Termination and Cancellation.**

1. **Written Notice.** This Agreement may be terminated by either party, in its sole discretion, upon 30-day advanced written notice thereof to the other, and may be cancelled immediately by written mutual consent.

2. **Failure to Perform.** Agency, upon written notice to District, may immediately terminate this Agreement should District fail to perform properly any of its obligations hereunder.

**G. Independent Status.** Nothing herein shall be construed to imply that any District employee providing services hereunder is an Agency employee.

**H. Indemnification.** District agrees to indemnify and hold harmless Agency for District's share of any and all claims, costs and liability for any damage, injury or death of or to any person or the property of any person, including attorney's fees, arising out of the willful misconduct or the negligent acts, errors or omissions of the District in the performance of this Agreement.

Agency agrees to indemnify and hold harmless District for the Agency's share of any and all claims, costs and liability for any damage, injury or death of or to any person or the property of any person, including attorney's fees, arising out of the willful misconduct or the negligent acts, errors or omission of the Agency, its officers or employees.

The rights and obligations of this Paragraph H (Indemnification) shall survive the termination or expiration of this Agreement.

**I. Notices.** Any notice required to be given to District or Agency hereunder will be sufficient if delivered in writing as designated below, or to such other addresses as District or Agency may designate by written notice to the other:

**DISTRICT:**

Contra Costa County Flood Control and Water Conservation District  
Attn: Mike Carlson, Division Manager  
255 Glacier Drive  
Martinez, CA 94553

**AGENCY:**

Alameda County Flood Control and Water Conservation District, Zone 7  
Attn: Carol Mahoney, Integrated Planning Manager  
100 North Canyons Parkway  
Livermore, CA 94551

- J. Entire Agreement.** This Agreement contains all terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Agreement will be deemed to exist or to bind any of the parties hereto.

## APPROVALS

### DISTRICT

CONTRA COSTA COUNTY FLOOD  
CONTROL AND WATER  
CONSERVATION DISTRICT

### AGENCY

ALAMEDA COUNTY FLOOD  
CONTROL AND WATER  
CONSERVATION DISTRICT,  
ZONE 7

By \_\_\_\_\_  
Julia R. Bueren  
Chief Engineer

By \_\_\_\_\_  
G. F. Duerig  
General Manager

### **Recommended for Approval:**

By  \_\_\_\_\_  
R. Mitch Avalon  
Deputy Chief Engineer

### **APPROVED AS TO FORM:**

SHARON L. ANDERSON  
County Counsel

By  \_\_\_\_\_  
Stephen M. Siptroth  
Deputy County Counsel

## APPENDIX A

### SCOPE OF WORK

TASK		ESTIMATED HOURS
1)	Kick off meeting - Attend meeting to discuss project and collect files and reports under review for industry standard methodology.	4
2)	Reviewing methodology of hydrology model:	
	2.1 Read report on methodology of building the HEC-HMS hydrology model for Zone 7 watershed; and	34
	2.2 Review hydrology modeling input and output	10
3)	Reviewing methodology for hydraulics model:	
	3.1 Read report on methodology of building the HEC-RAS hydraulic model for Zone 7 area channels and streams; and	34
	3.2 Review hydraulic modeling input and output.	10
4)	Prepare letter of assessment on methodologies. District will deliver its letter of assessment to Agency on or before the Termination Date. The parties may mutually agree to extend the Termination Date by executing an amendment to this Agreement.	4
5)	Closure meeting.	4
TOTAL ESTIMATED HOURS		100

## **APPENDIX B**

### **RATE SCHEDULE**

**(Rates stated are maximum rates, actual charges may vary)**

<b><u>Position</u></b>	<b><u>Regular Time</u></b>	<b><u>Over Time</u></b>
Clerk – Senior Level	\$ 92.00	\$116.00
Civil Engineer	\$185.00	\$236.00
Senior Hydrologist	\$202.00	N/A

### **KEY PERSONNEL**

<b><u>Position</u></b>	<b><u>Name</u></b>
Senior Hydrologist	Mark Boucher