

**AGREEMENT BETWEEN CONTRA COSTA COUNTY AND TOWN OF MORAGA
FOR LAND SURVEYING SERVICES**

1. **Effective Date and Parties.** Effective on December 17, 2013, the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (hereinafter referred to as "County"), and the TOWN OF MORAGA a municipal corporation (hereinafter referred to as "Town"), enter into this Agreement for Land Surveying Services (this "Agreement"), and hereby promise and agree as follows:
2. **Purpose.** The Town needs land surveying services during the coming years. The Town has no surveying staff and desires to contract with the County for map checking and other related land surveying services.
3. **Services by County.** As requested by the Town, County Public Works Department Surveying Division staff will provide land surveying services for the Town, which include, without limitation: final map and parcel map checks; review of plat maps and legal descriptions; direction and recommendation to the Town Engineer regarding necessary land surveying duties to be completed by the Town (i.e. monument preservation, boundary control recovery, etc.); and signing and stamping documents that require a California Land Surveyor's license (collectively, the "Surveying Services"). The Town will furnish direction to County Public Works Department Surveying Division staff, as needed through the Town's Public Works Director, in order to accomplish the Surveying Services. Prior to commencing any Surveying Services, the County will provide a cost estimate to the Town for such work and will provide notice to the Town if the County anticipates that expenses will exceed the cost estimate. The County will provide vehicles and communication equipment as deemed necessary by the County. County staff shall remain employees of the County.
4. **Payment for Services.** The Town will pay the County for all labor costs, and other expenditures and costs incurred by the County in performing the Surveying Services. The County will charge the Town the fully burdened hourly rate (compensation and overhead) for each County employee performing Surveying Services (the "Hourly Rates"), provided that the Hourly Rates charged will not exceed the maximum hourly rates set forth on Appendix A (Surveying Services Maximum Rate Schedule). The parties may only amend the Surveying Services Maximum Rate Schedule by written amendment to this Agreement. County staff will only perform Surveying Services after 5:00 p.m., or on a weekend or County holiday if such work is pre-approved by the Town, and the Town will pay the County at the rate of 1.5 times the Hourly Rates for such work. Each time the County bills the Town for Surveying Services it will submit to the Town a report detailing the number of hours County staff performed Surveying Services, the Hourly Rate for each staff person, and other expenditures and costs incurred by the County in performing the Surveying Services. The report will include

reasonable documentation of expenses incurred, including but not limited to invoices and time sheets. The Town will pay the County within 30 days of billing by the County.

5. **Indemnification.**

- a. **Town Indemnification.** To the extent permitted by law, the Town agrees to defend, indemnify and save harmless the County, its officers, and employees against any and all loss, damage, liability, expense, claims or demands to the extent caused by the Town's negligence or willful misconduct in the performance of this Agreement. Under no circumstances will the Town have any liability to the County for consequential damages, or for any damages based on loss of use, revenue, profits or business opportunities arising from or in any way relating to the Town's performance of this Agreement.
- b. **County Indemnification.** To the extent permitted by law, the County agrees to defend, indemnify and save harmless the Town, its officers, and employees against any and all loss, damage, liability, expense, claims or demands to the extent caused by the County's negligence or willful misconduct in the performance of this Agreement. Under no circumstances will the County have any liability to the Town for consequential damages, or for any damages based on loss of use, revenue, profits or business opportunities arising from or in any way relating to the County's performance of this Agreement.

6. **Independent Status.** Nothing herein shall be construed to imply that any County employee providing services hereunder is a Town employee. The Town is not responsible for worker's compensation or any employee benefits for County staff.

7. **Term; Termination.** The term of this Agreement shall commence on the date first set forth above, and will automatically renew for successive additional one year terms unless terminated as provided in this Paragraph 7. Either party may terminate this Agreement by giving at least thirty (30) days written notice to the other party. The rights and obligations set forth in Paragraph 5 (Indemnification) above shall survive any such termination.

8. **Notices.** All correspondence regarding this Agreement, including invoices, payments, and notices, shall be directed to the following persons at the following addresses and phone numbers:

COUNTY

Public Works Director
Contra Costa County Public Works Dept.
255 Glacier Drive
Martinez, CA 94553
Tel.: (925) 313-2000

TOWN

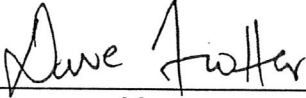
Public Works Director
Town of Moraga Public Works Dept.
329 Rheem Boulevard
Moraga, CA 94556
Tel.: (925) 888-7026

The parties to this Agreement have executed this Agreement as of the date first set forth above.

COUNTY OF CONTRA COSTA

By: 
Chair, Board of Supervisors


TOWN OF MORAGA

By: 
Mayor

ATTEST:

By: _____

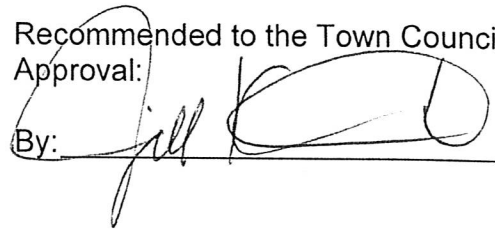
ATTEST: Marty McInturf, Town Clerk

By: 

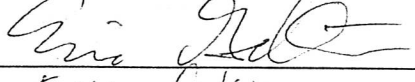
Recommended to the County Board of Supervisors for Approval:

By: _____

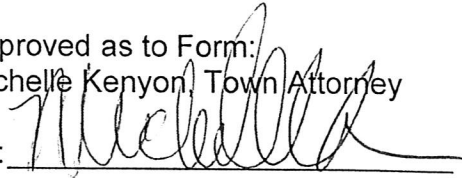
Recommended to the Town Council for Approval:

By: 

Approved as to Form:
Sharon Anderson, County Counsel

By: 
Eric Geston
Deputy County Counsel

Approved as to Form:
Michelle Kenyon, Town Attorney

By: 

Appendix A

Contra Costa County – Town of Moraga
2013 Surveying Services Maximum Rate Schedule

<u>Staff Classification</u>	<u>Maximum Hourly Rate</u>
County Surveyor	\$200
Senior Land Surveyor	\$178
Engineering Technician Supervisor	\$156
Engineering Technician – Senior	\$138
Engineering Technician – Journey	\$115
Engineering Technician – Entry	\$93
2 – person Survey Crew	\$230 (\$2,070/day)
3 - person Survey Crew	\$315 (\$2,835/day)