

COOPERATIVE AGREEMENT FOR MAINTENANCE OF STREAM GAGE EQUIPMENT AT CERTAIN LOCATIONS IN THE VENTURA RIVER WATERSHED

This Cooperative Agreement (Agreement) is made this _____ day of _____, 2023, and entered into by and between the Ventura County Watershed Protection District (hereinafter referred to as "the District") and Casitas Municipal Water District (hereinafter referred to as "Casitas").

RECITALS

WHEREAS, Casitas currently maintains a stream gage at Matilija Creek and Casitas Dam for lake level; Matilija Creek gage is accessed from Matilija Hot Springs Road and the Casitas Dam site is accessed from Casitas Vista Road; and

WHEREAS, Casitas has a need for stream flow data at Matilija Creek and lake level data at Casitas dam; and

WHEREAS, the gages for Casitas must have the capability to measure continuously in order to create a complete annual record; and

WHEREAS, the District will benefit from the stream and lake level gages for the District's Flood Warning System and that will provide stream discharge data for use in the District's watershed modeling efforts;

NOW, THEREFORE, Casitas and the District enter into this Agreement to provide for the maintenance of stream gages in the Ventura River Watershed.

ARTICLE 1 PURPOSE, TERM, TERMINATION AND AMENDMENTS

The purpose of the Agreement is to establish a working agreement between parties with regard to maintenance of stream gages located in the Ventura River Watershed, and the recording, collecting, and transmitting of data from those gages.

The term of this Agreement shall commence on the day and date written above and shall be effective until either party elects to terminate the Agreement. Written notice of termination shall be given no less than sixty (60) days prior to the proposed termination date.

Any substantive amendment, modification, extension, or variation of terms of the AGREEMENT shall be in writing and shall be signed by an authorized representative of both parties.

ARTICLE 2 RESPONSIBILITIES OF THE PARTIES

A. The DISTRICT shall:

1. Use the District's ALERT System to transmit real-time data from Matilija Creek and Casitas Dam gages which data shall be made available through the Internet.
2. Perform routine maintenance on, measure stream flow to an accuracy of 0 cfs (Matilija Creek only) and download data from both sites a minimum of twice a year. Provided hydrological conditions are such to provide safe access, District shall endeavor to complete all maintenance and repairs within thirty (30) days after receipt of notice.
3. Repair and replace the gages as needed in the District's sole discretion, the cost of which shall be paid by Casitas, provided that the District shall obtain Casitas's prior approval for any repair or replacement the cost of which is reasonably estimated to exceed \$500.
4. Provide data from the Matilija Creek and Casitas Dam gages to Casitas in the raw form of gage heights, and include copies of all measurements made during the water year.
5. Create initial rating tables and share with Casitas all equations used on such tables and any updates thereto.
6. District shall permit Casitas to install its own transmitter and communication equipment at the gaging sites and provide power to operate the same, (ii) provide Casitas with unrestricted access to view and download gage readings at the gage site and (iii) provide Casitas with the ability to store transmitting equipment in the gage panel.

B. CASITAS shall:

1. Pay within thirty (30) days of receipt of an invoice, the District's actual costs for repair or replacement of any equipment on Casitas's gages that may be damaged or faulty in any way for whatever reason.

ARTICLE 3 ADMINISTRATION AND FUNDING

This Agreement shall be jointly administered by the parties, and each party's administrative activities hereunder shall be regarded as in-kind services independently funded by and performed at the discretion of the parties. The costs for all work by the District shall be duly documented and such documentation submitted to Casitas with each invoice. Casitas agrees to pay the District within thirty (30) days of the receipt of an invoice detailing costs required to be reimbursed under this Agreement.

ARTICLE 4 MISCELLANEOUS PROVISIONS

4.1 APPROVAL BY PARTIES: This Agreement and any amendments thereto shall not be binding on either party unless approved by its authorized representatives.

4.2 COMPLETE AGREEMENT: This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement. No prior oral or written understandings or agreements between the parties with respect to the subject matter of this

Agreement are incorporated herein and any such understandings or agreements are entirely superseded by this Agreement.

4.3 NO THIRD PARTY BENEFICIARY: Except as expressly set forth herein, this Agreement is not intended to benefit any person or entity not a party hereto.

4.4 INTERPRETATION: This Agreement shall be interpreted and construed reasonably and neither for nor against any of the parties, regardless of the degree to which had either party participated in its drafting.

4.5 SEVERABILITY: If any term, provision, covenant, or condition of this Agreement is determined by a court of competent jurisdiction to be invalid, void or enforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

4.6 INDEPENDENT CONTRACTORS: The parties agree that they are, and at all times shall be, independent contractors of, and not the agent of the other.

4.7 GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of California.

4.8 NONDISCRIMINATION: In the performance of this Agreement, the parties shall abide by all applicable federal, state and local laws, regulations, or ordinances pertaining to discrimination and shall not discriminate against any person, customer, servant or employee on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

4.9 INTELLECTUAL PROPERTY: By entering into this Agreement no party is deemed to be transferring any intellectual property rights, including but not limited to proprietary information, patents and trademarks. Each party shall respect the intellectual property rights of the other, and shall not disclose any confidential information without prior written consent of the party that has developed the confidential information.

4.10 NOTICES: All notices or correspondence under the Agreement shall be given to the following addresses and shall be deemed delivered on the date of actual delivery or on the third business day after the date of mailing:

CASITAS: Director
Casitas Municipal Water District
1055 Ventura Avenue
Oak View, CA 93022

DISTRICT: Director
Ventura County Watershed Protection District
800 South Victoria Avenue
Ventura, CA 93009-1610

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

Casitas Municipal Water District

_____ Date _____
By:

Ventura County Watershed Protection District

_____ Date _____
By: Glenn Shephard
Director, Watershed Protection District