

AGREEMENT FOR VENTURA COUNTY COASTAL CLEANUP DAY LEAD COORDINATOR AND FISCAL SPONSORSHIP SERVICES

Between the Ventura County Watershed Protection District and the Ventura County Resource Conservation District

This Agreement for Ventura County Coastal Cleanup Day Lead Coordinator and Fiscal Sponsorship Services ("Agreement") is made this 14 day of May 2024, between the Ventura County Watershed Protection District (hereinafter called "District") and the Ventura County Resource Conservation District (hereinafter called "VCRCD"). Hereinafter, District and VCRCD may be referred to individually as a "Party" and collectively called "Parties".

RECITALS

WHEREAS, pursuant to Los Angeles Regional Water Quality Control Board Order R4-2021-0105, NPDES Permit No. CAS004004, the District is mandated to incorporate public participation in its stormwater management program to enhance awareness of stormwater management's implications for public health, community health, and environmental quality, employing effective strategies for educating and engaging residents; and

WHEREAS, California Coastal Cleanup Day, organized by the California Coastal Commission is an event during which volunteers assemble at beaches, rivers, lakes, and other waterways to learn about the impacts of litter and to remove accumulated trash and debris; and

WHEREAS, VCRCD is dedicated to the conservation, protection, and restoration of natural resources throughout Ventura County; and

WHEREAS, both Parties acknowledge the significance of coastal and waterway cleanup endeavors in preserving the ecological integrity and visual appeal of Ventura County's coastal and waterway regions; and

WHEREAS, both Parties recognize the importance of involving and educating the citizens of Ventura County regarding the migration and consequences of litter and debris in aquatic environments; and

WHEREAS, DISTRICT wishes to cooperate with VCRCD and to reimburse VCRCD for the expenses associated with supporting the lead coordinator and fiscal sponsorship roles for Ventura County Coastal Cleanup day in accordance with the scope of work shown in Exhibit A ("Scope of Work").

AGREEMENT

NOW, THEREFORE, IT IS AGREED by and between the Parties hereto as follows:

Section 1. Purpose.

This Agreement is entered into for the purpose of providing staffing for Ventura Coastal Cleanup Day lead coordinator and fiscal sponsorship duties. The Parties agree to execute such further instruments and to take such further action as may reasonably be necessary to carry out the intent of this Agreement.

Section 2. Term.

The term of this Agreement shall begin on May 14, 2024, and end on June 30, 2027

Section 3. Scope of Work.

VCRCD shall perform or cause to be performed the work, services, and tasks described in "Scope of Work" attached hereto as Exhibit A (collectively, the "Work").

Section 4. Schedule.

The Work performed under this Agreement shall be completed annually within the time frames described in Exhibit B. All Work required under this Agreement shall be completed by June 30, 2027.

Section 5. Payment.

(a) District shall compensate VCRCD as specified in the "Project Budget" attached hereto as Exhibit B. Unless advance written approval is given by District, VCRCD shall not be entitled to compensation in excess of the Project Budget. The amounts set forth in Exhibit B shall be full compensation for all Work to be performed by VCRCD or others, including all direct and indirect costs, under this Agreement.

(b) District shall pay VCRCD within thirty (30) days of receiving a written invoice from VCRCD. Unless otherwise directed, payments will be sent and made payable to:

Ventura County Resource Conservation District
Attention: Debra Gillis, Executive Director
PO Box 147

Section 6. Relationship of Parties.

Nothing herein is intended to create or is to be construed as creating a joint venture, partnership, agency, or other entity between the Parties. The rights and obligations of the Parties shall be independent of one another and shall be limited to those expressly set forth herein.

Section 7. Indemnification and Hold Harmless.

(a) VCRCD shall defend, indemnify, and hold District, its officers, employees, and agents harmless from and against any and all liability, loss, expense, or claims for injury or damages arising out of VCRCD's performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of VCRCD, its officers, agents, or employees.

(b) This section shall survive the termination or expiration of this Agreement.

Section 8. Insurance.

VCRCD, at its sole cost and expense, shall obtain and maintain, or cause its contractor(s) to obtain and maintain, in full force during the term of this Agreement, the following types of insurance:

(a) General Liability "occurrence" coverage in the minimum amount of \$2,000,000 combined single limit (CSL) bodily injury and property damage each occurrence and \$4,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual and \$50,000 fire legal liability.

(b) A policy of Comprehensive Automobile/Aircraft/Watercraft Liability Insurance in the minimum amount of \$1,000,000 per claim or occurrence and \$2,000,000 aggregate, including for bodily injury (including death) and property damage.

(c) Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees and Employer's Liability in the minimum amount of \$1,000,000. The Workers' Compensation policy

shall be endorsed with a waiver of subrogation in favor of the District for all Work performed by VCRCD.

All VCRCD insurance required will be primary coverage as respects District and any insurance or self-insurance maintained by District will be excess of this VCRCD insurance coverage and will not contribute to it.

District, its board, officers, employees, agents, and volunteers shall be named as Additional Insured as work is conducted under the terms of this Agreement on all policies required (except Workers' Compensation).

VCRCD shall require and verify that all subcontractors maintain insurance (including Workers' Compensation) meeting all the requirements stated herein and that District is an additional insured on insurance required of subcontractors.

Section 9. Supplies and Equipment

In the event that VCRCD purchases supplies or equipment hereunder, title to such supplies and equipment will vest in VCRCD.

Section 10. Disputes

In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the Parties shall use their best efforts to settle the dispute, claim, question, or disagreement prior to commencing any legal action or proceeding. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties.

Section 11. Termination.

Either District or VCRCD may terminate this Agreement for any reason by giving 60 days' notice of termination in writing to the other Party. In the event of such termination by District, VCRCD shall take all reasonable steps to immediately stop work and minimize further costs. VCRCD shall be entitled to be reimbursed for all work performed prior to receipt of such notice of termination, and noncancelable obligations committed to prior to receipt of notice of termination. VCRCD shall take all reasonable steps to avoid incurring noncancelable commitments after notice of termination is received. VCRCD shall obtain District's written

approval prior to incurring any commitments for the purchase of supplies and equipment that are noncancelable after a notice of termination is received.

Section 12. Assignment.

VCRCD may not assign this Agreement without advance written consent of District.

Section 13. Entire Agreement.

This Agreement constitutes the complete and exclusive understanding of the Parties and supersedes all prior understandings and agreements, whether written or oral, with respect to the subject matter herein, and correctly sets forth the rights, duties and obligations of each to the other.

Section 14. Amendment.

This Agreement may be amended only upon the written approval of the Parties.

Section 15. No Third-Party Beneficiaries.

Nothing expressed or mentioned in this Agreement is intended or shall be construed to give any entity or person, other than the Parties, any legal or equitable right, remedy or claim under or in respect of this Agreement or any provisions herein contained.

Section 16. Notices

All notices required under this Agreement will be made in writing and addressed or delivered as follows:

To District: Ventura County Watershed Protection District
 800 South Victoria Avenue
 Ventura, California 93009
 Attn: Deputy Director

To VCRCD: Ventura County Resource Conservation District
 PO Box 147
 Somis, CA 93066
 Attn: Debra Gillis, Executive Director

Either Party may, by giving written notice in accordance with this section, change the names or addresses of the persons of departments designated for receipt of future notices. When addressed in accordance with this section and deposited in the United States mail, postage prepaid, notices will be deemed given on the third day following such deposit in the United States mail. In all other instances, notices will be deemed given at the time of actual delivery.

Section 17. Governing Law; Venue.

This Agreement shall be governed by the laws of the State of California and venue for any legal action or proceeding shall be in the Superior Court for the State of California, County of Ventura.

Section 18. Execution of Agreement.

This Agreement may be executed in counterpart and the signed counterparts shall constitute a single instrument.

[CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates opposite their respective signatures:

**VENTURA COUNTY WATERSHED
PROTECTION DISTRICT**

By: 

Name: Mr. David Fleisch, PE

Title: Acting Director

Date: 5/14/2024

**VENTURA COUNTY RESOURCE
CONSERVATION DISTRICT**

By: 

Name: Jamie Whiteford

Title: Interim Executive Director

Date: June 10, 2024