

COOPERATIVE AGREEMENT FOR THE CONEJO CREEK CLEARING PROJECT
Between the Ventura County Watershed Protection District and
Camrosa Water District
Agreement Number 3-2019-2

This Cooperative Agreement for the Conejo Creek Clearing Project ("Agreement") is made this 22nd day of October, 2019, between the Ventura County Watershed Protection District (hereinafter called "Ventura") and Camrosa Water District (hereinafter called "Camrosa") (Ventura and Camrosa are hereinafter collectively called "Parties").

RECITALS

WHEREAS, sediment is currently inhibiting water flow into and out of the Camrosa water intake structure on Conejo Creek; and

WHEREAS, vegetation is currently inhibiting flow through Conejo Creek at this location; and

WHEREAS, clearing of sediment and vegetation at this location will provide a hydraulic improvement to Conejo Creek and allow better flow into and out of the Camrosa structure.

WHEREAS, the Conejo Creek Clearing Project ("Project") will consist of excavation of a five-foot wide low-flow channel and disking of a forty-foot width of vegetation on Conejo Creek; and

WHEREAS, Camrosa desires to have Ventura perform the Project; and

WHEREAS, Ventura is authorized to cooperate and act in conjunction with Camrosa for the purpose of enhancing, protecting and preserving the natural environment.

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 preserving public resources by furthering interagency cooperation in completing the work of Conejo Creek Clearing Project. 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 October 22, 2019, and end on September 30, 2020.

Section 3. Scope of Work.

Ventura shall perform or cause to be performed the tasks described in Exhibit A, "Scope of Work."

Section 4. Schedule.

All tasks to be performed under this Agreement shall be completed within the term described in this Agreement. All work at the Site required under this Agreement shall be completed within 60 days of the date of the Agreement, conditional upon regulatory approval to proceed with the work.

Section 5. Access.

Prior to Ventura performing any work on the Project, Camrosa shall provide all required approvals for access to Camrosa facilities.

Section 6. Payment.

(a) Camrosa shall compensate Ventura as specified in the "Project Budget" attached hereto as Exhibit B. Unless advance written approval is given by Camrosa, Ventura shall not be entitled to compensation in excess of the project total or in excess of the annual lump sums for each of the tasks listed in Exhibit B. The amounts set forth in Exhibit B shall be full compensation for all work to be performed on the Project, including all direct and indirect costs.

(b) Ventura shall submit invoices for reimbursement upon completion of the work. Camrosa shall promptly review invoices and make payment to Ventura within 60 days.

(c) Camrosa shall send checks made payable to "Ventura County Watershed Protection District." Payments should refer to Ventura Agreement number 3-2019-2.

Section 7. Regulatory Responsibilities and Obligations.

Ventura shall be responsible for obtaining any and all permits, licenses, and approvals required for performing any work on the Project. Ventura or its contractor shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting the Project.

Section 8. 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 9. Indemnification and Hold Harmless.

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

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

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

Section 14. 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. 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 15. Termination.

Either Ventura or Camrosa 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 the Camrosa, Ventura shall take all reasonable steps to immediately stop work and minimize further costs. Ventura shall be entitled to be reimbursed for all work performed prior to receipt of such notice of termination.

Section 16. Assignment.

This Agreement may not be assigned without advance written consent of the non-assigning Party.

Section 17. 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 18. Amendment.

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

Section 19. 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 20. Notices

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

To Ventura: Ventura County Watershed Protection District
800 South Victoria Avenue
Ventura, California 93009-1600
Attn: Glenn Shephard, Director

To Camrosa: Camrosa Water District

7385 Santa Rosa Rd, Camarillo, CA 93012
Attn: Tony Stafford, General Manager

Either party may, by giving written notice in accordance with this paragraph, change the names or addresses of the persons or departments designated for receipt of future notices. When addressed in accordance with this paragraph 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 21. Governing Law; Venue.

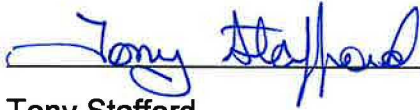
This Agreement shall be governed by the laws of the State of California and venue for any legal action or proceeding shall be in the Superior Court for the State of California, County of Ventura.

Section 22. Execution of Agreement.

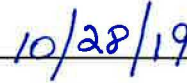
This Agreement may be executed in counterpart and the signed counterparts shall constitute a single instrument.

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

Camrosa Water District

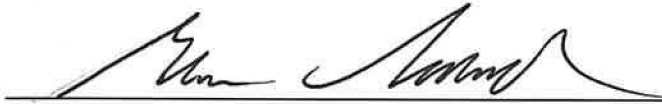
A handwritten signature in blue ink, appearing to read "Tony Stafford", is written over a horizontal line.

Tony Stafford
General Manager

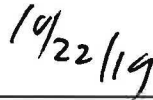
A handwritten date "10/28/19" in blue ink is written over a horizontal line.

Date

Watershed Protection District

A handwritten signature in blue ink, appearing to read "Glenn Shephard", is written over a horizontal line.

Glenn Shephard, P.E.
Director, Watershed Protection District

A handwritten date "10/22/19" in blue ink is written over a horizontal line.

Date

EXHIBIT A

Scope of Work

Excavate a "Low Flow Channel" from the Camrosa inlet structure on Conejo Creek near the HW 101 bridge to entrance of the Ridgeview bridge. The channel shall be approximately eight-feet wide and will allow free flow of water.

Disc an approximately 60-foot width of Conejo Creek from the downstream end of HWY 101 bridge to the upstream end of the Ridgeview bridge. Discing shall consist of dragging a disk plow behind a bulldozer to uproot vegetation along the south-western bank. The uprooted vegetation shall remain in place, until mobilized by natural watershed runoff.

EXHIBIT B

Project Budget

Lump sum of \$30,000 for construction of "Low Flow Channel."

Lump sum of \$7,000 for "Discing" of Conejo Creek.