

REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT is made and entered into as of the date last signed below by and between THE CITY OF CLEARLAKE (CITY) and COUNTY OF LAKE WATERSHED PROTECTION DISTRICT (LAKE).

The parties agree as follows:

1. Services by LAKE. LAKE shall provide monitoring program coordination between LAKE and the CITY to conduct Pyrethroid sediment and water monitoring and general NPDES MS4 storm water permit compliance monitoring services as described in "Exhibit A PYRETHROID PLAN" and "Exhibit B: LAKE COUNTY MUNICIPAL STORM SEWER PROGRAM MONITORING PLAN", respectively, attached and incorporated herein.

2. Term. This agreement is effective from September 21, 2021 through September 21, 2024.

3. Reimbursement by CITY, part 1. In consideration of the services described in section 1 and upon invoice by LAKE, the CITY shall reimburse LAKE in the agreed upon amounts of **\$13,483.25** for Pyrethroid sediment and water monitoring services, for the single monitoring year ending in June 30, 2022, notwithstanding natural or political disasters precluding the required monitoring from occurring.

4. Reimbursement by CITY, part 2. In consideration of the services described in section 1 and upon invoice by LAKE, the CITY shall reimburse LAKE in the agreed upon amounts of storm water permit compliance monitoring services for one sample site for a maximum of **seven** sampling events (\$1,520.00 for each event) with a total amount not to exceed **\$10,255.00 in any given fiscal calendar year between July 1 – June 30.** Payment questions should be addressed to Water Resources (707) 263-2344.

5. Alteration, Amendment. No alteration of the terms of this agreement shall be valid or binding upon either party unless made in writing and signed by both parties. This agreement may be amended at any time by written agreement of the parties.

6. Indemnification. The parties shall defend, indemnify, and hold each other harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising from the performance of this agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees.

7. Notification. Any notice required or permitted hereunder shall be sent to the parties via U.S. mail, postage prepaid, or by personal service, e-mail or facsimile, or as may otherwise be permitted by law, addressed as set forth in this section. Either party may change its address by written notice to the other during the term.

7.1. Regarding Contract. Correspondence or inquiries regarding contractual matters shall be directed to the appropriate party at the following addresses:

CITY

Mark Roberts
City of Clearlake

14050 Olympic Drive
Clearlake, CA 95422

Phone: 704-994-8201
E-mail: mroberts@clearlake.ca.us

LAKE

Alicia Ayala
County of Lake Watershed Protection
District
255 N Forbes Street, Room 301
Lakeport, CA 95453

Phone: 707-263-2344
E-mail: Alicia.Ayala@lakecountyca.gov

6.2 Regarding Program/Work. Correspondence or inquiries regarding the substance and progress of work to be performed should be directed to the following addresses:

LAKE
Angela De Palma-Dow
County of Lake / Water Resources
255 N Forbes Street, Room 301
Lakeport, CA 95453
Phone: 707-263-2344
Email: Angela.Depalma-Dow@lakecountyca.gov

8. Applicable Law. This agreement shall be construed pursuant to California law.

9. Right to Use Data. LAKE and CITY shall have the unrestricted right to use for their own purposes, including publication, any data or information resulting from the Services described in Exhibit A and Exhibit B.

10. Relationship of the Parties. The parties to this agreement shall be and remain at all times independent contractors, neither being the employee, agent, representative, or sponsor of the other in their relationship under this agreement.

11. Time Limit for Action. No action for breach of this agreement may be brought by either party more than one year after the cause of action has accrued.

12. Federal Exclusion Warranty. LAKE and CITY warrants that it is not excluded from participation in any governmental sponsored program, including, without limitation, the Medicare, Medicaid, or Champus programs (<http://exclusions.oig.hhs.gov/search.html>) and the Federal Procurement and Nonprocurement Programs (<https://www.sam.gov/index.html/##11#1>). This agreement shall be subject to immediate termination in the event that LAKE or CITY is excluded from participation in any federal healthcare or procurement program.

13. Insurance Requirement. Each Party will maintain in force throughout the term of this agreement, a program of insurance and / or self-insurance of sufficient scope and amount to permit each party to discharge obligations each incurs under this agreement.

14. Whole Agreement. This agreement constitutes the entire understanding of the parties respecting the subject matter hereof and supersedes any prior understanding or agreement between them, written or oral, regarding the same subject matter.

AGREED:

COUNTY OF LAKE

By: _____
(Scott De Leon, Watershed Protection District)

Print name: _____

Title: _____

Date: _____

THE CITY OF CLEARLAKE

By: _____
(Alan Flora, City Manager)

Print name: _____

Title: _____

Date: _____