

COOPERATIVE AGREEMENT
FOR SHARING OF DATA
ON THE CALLEGUAS CREEK WATERSHED

Agreement No. FC 3-2002-08A

This agreement is entered into by and between the Ventura County Flood Control District, hereinafter referred to as DISTRICT, and the City of Moorpark, hereinafter referred to as CITY.

WHEREAS, DISTRICT in cooperation with the U.S. Army Corps of Engineers (COE) will be obtaining color aerial photography, topographic mapping and three-dimensional terrain modeling of the Calleguas Creek Watershed; and

WHEREAS, DISTRICT is cooperating with the Federal Emergency Management Agency (FEMA) which will result in new flood plain delineation and conversion of flood insurance information to electronic format; and

WHEREAS, DISTRICT is undertaking the preparation of an updated hydrologic model of the Calleguas Creek Watershed; and

WHEREAS, data and information obtained by DISTRICT, as the result of its cooperative efforts with COE and FEMA, could be utilized by CITY in its Master Drainage Planning, Capital Facilities Planning, and other Public Works Agency efforts; and

WHEREAS, DISTRICT is willing to share said data and information with CITY in exchange for financial contribution by CITY towards the cooperative efforts undertaken by DISTRICT; and

WHEREAS, it is mutually beneficial to DISTRICT and CITY to utilize said data and information to ensure uniformity in flood plain management and drainage practices in the Calleguas Creek Watershed.

NOW, THEREFORE, in consideration of the premises and the mutual promises set forth herein, the parties hereto agree as follows:

A. DISTRICT shall:

1. Furnish CITY (covering its sphere of influence) the following in digital format compatible with Environmental Systems Research Institute's (ESRI) Geographical Information System (GIS) format, and Zone V coordinate system on North American Datum of 1927 or 1983, in feet.
 - a. Year 2001, color aerial ortho-photography and imagery with a one-foot pixel resolution for the entire watershed.

- b. Year 2001, three-dimensional digital terrain model and topographic contours generated with Light & Ranging, LIDAR, technology with a nominal 4.5 meter elevation posting for the entire watershed.
- c. Year 2001, three-dimensional topographic contour mapping of the floodplain corridors of Calleguas Creek, Arroyo Las Posas, Arroyo Simi to Madera Road, and Conejo Creek to Hill Canyon Treatment Plant, enhance with photogrammetric techniques.
- d. Hydrologic analysis for the entire Calleguas Creek Watershed, including peak flow rates at select points of interest, stream routing, bridge and culvert information used for modeling purposes.
- e. Hydrologic sub-watershed boundaries, along with unique hydrologic parameters for each.
- f. Stream network and redline channels.
- g. Rainfall distribution and design isohyetal contours.
- h. Location of District's drainage facility and basic information, such as names, dates of construction, etc.
- i. Existing Flood Insurance Rate Maps.
- j. Year 2002 revised floodplain delineation and maps prepared by FEMA for areas referred to in c. above.
- k. Year 2002 revised floodplain delineation and maps prepared by DISTRICT for the South Branch Arroyo Conejo.

2. Deliver to CITY, the foregoing items on or before the following dates:

- a. A.1.a. through A.1.h by November 30, 2002
- b. A.1.k. by November 30, 2002
- c. A.1.i. and A.1.j. by June 30, 2003

B. CITY shall:

- 1. Pay DISTRICT the total amount of \$80,000 upon approval of this Agreement, or in four payments of \$20,000 payable as follows:
 - a. \$20,000 upon delivery of items A.1.a. and A.1.b.
 - b. \$20,000 upon delivery of items A.1.c. and A.1.k.

- c. \$20,000 upon delivery of items A.1.d. through A.1.h.
 - d. \$20,000 upon delivery of items A.1.i. and A.1.j.
- 2. Use the material obtained from DISTRICT pursuant to this Agreement for its internal use and CITY shall not disseminate any of the material in digital format to any third party other than outlined in Section 3. herein below.
 - 3. Be entitled to make printed and/or electronic duplications of the material obtained from DISTRICT and may provide third parties with printed and/or electronic copies of the material at its own discretion, provided that each such copy containing the material obtained from DISTRICT have the following appear prominently attached on the face of all printed material, and in addition, shall at all times have the following included electronically in an ASCII format on all electronic material:

“WARNING: This photography and/or topography was created for the Ventura County Flood Control District and the City of Moorpark. Neither of these agencies do warrant the accuracy of this material and no decision involving a risk of economic loss or physical injury should be made in reliance thereon.”

- 4. Upon delivery of the data described in Section A-1, take ownership of such data, subject to the terms and conditions set forth herein.

C. Technical Support

DISTRICT does not intend to, and is under no obligation to, provide any technical support of, or assistance with the data and information provided, pursuant to this Agreement. In the event DISTRICT provides assistance on any occasion or occasions shall not be construed as creating an obligation or expectation that DISTRICT will provide or should have provided, any assistance on any other occasion, and shall not be construed as creating a course of conduct.

D. Disclaimer

DISTRICT makes no representation or warranty that the data and information provided pursuant to the Agreement is accurate or free of errors or omissions.

E. Term

The term of this Agreement shall commence on the date of approval of this Agreement by both parties and shall continue until terminated pursuant to

Section F. herein, or until complete delivery of all items contained in Section A. herein, whichever is earlier.

F. Termination

1. CITY may terminate this Agreement without cause at any time by giving written notice and payment for all items delivered prior to termination.
2. DISTRICT may terminate this Agreement in the event CITY fails to pay for items delivered, upon giving CITY a 30-day written notice.
3. Upon termination of this agreement, CITY shall own all data provided under this Agreement, and shall not be required to return any such data for which compensation has been made.

G. Extension of Delivery Date

The date of delivery of items as described in Section A.2. herein, may be extended by mutual agreement of both parties in the event such delay is beyond the control of DISTRICT and is due to an action or inaction of the COE or FEMA.

H. Assignment

Except as otherwise provided herein, this Agreement may not be assigned by either party without the written consent of the other, which consent shall not be unreasonably withheld, and any assignment without such written consent shall be void.

I. Successors in Interest

Subject to the provisions of paragraph H. above, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. This Agreement is not intended to benefit any person or entity not a party hereto.

J. Notice

Any notice, request, demand or other communication required or permitted hereunder shall be in writing and shall be deemed to have been duly given

- (a) on the date of delivery when delivered personally,
- (b) on the first working day after transmission when given via facsimile transmission, or

- (c) on the third day after deposit in the United States mail when mailed by registered or certified first class mail with postage prepaid to the applicable individual (designated by his or her title rather than by name), FAX number or mailing address listed below.

To DISTRICT:

Ventura County Flood Control District
800 South Victoria Avenue
Ventura, California 93009-1610
Attention: Deputy Director, Public Works Agency
FAX No. (805) 654-3350

To CITY:

City of Moorpark
799 Moorpark Avenue
Moorpark, CA 93021
Attention:
FAX No. (805)

Any party may change its applicable individual FAX number or address for the purpose of this section by giving the other party written notice of the new individual, FAX number or address in the manner set forth above.

K. Interpretation

The language in all parts of this Agreement shall be construed under the laws of the State of California according to his normal and usual meaning, and not strictly for or against either party.

L. Paragraph Headings

Headings at the beginning of each numbered paragraph of this Agreement are solely for the convenience of the parties and are not a part of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates stated below.

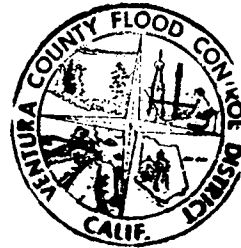
VENTURA COUNTY FLOOD CONTROL DISTRICT

Dated: 12/10/02

By: 
Chair, Board of Supervisors

ATTEST:
JOHN F. JOHNSTON, Clerk of the
Board of Supervisors, County of Ventura
Ventura and Ex officio Clerk of the Board
of Supervisors of the Ventura County
Flood Control District

By: 
Deputy Clerk



CITY OF MOORPARK

Dated: 11/20/2002

By: 
Steven Kueny, City Manager

ATTEST:

By: 
Deborah S. Traffenstedt, City Clerk

