

**INTERAGENCY AGREEMENT
(Agency Provides Service)**

Number: 7520-6B8290
Fund/Org: 252000
Account #:
Other:

1. **Contract Identification.**

Department: Public Works

Subject: Interagency Agreement between Contra Costa County Flood Control and Water Conservation District (District) and Agency named below for the Walnut Creek Historical Ecology Study

2. **Parties.** The Contra Costa County Flood Control and Water Conservation District (District) and the following named Agency mutually agrees and promise as follows:

Agency: Aquatic Science Center, (hereinafter "Agency")

Capacity: A public agency

Address: 4911 Central Ave, Richmond, CA 94804

3. **Term.** The effective date of this Agreement is June 23, 2026, and it terminates on June 22, 2031, unless sooner terminated as provided herein.

4. **Payment Limit.** District's total payments to Agency under this Agreement shall not exceed \$1,000,000.

5. **County's Obligations.** District shall pay Agency for its provision of the services as set forth in the attached Payment Provisions which are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

6. **Agency's Obligations.** Agency shall provide those services and carry out that work described in the Service Plan attached hereto which is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

7. **General and Special Conditions.** This Agreement is subject to the General Conditions and Special Conditions (if any) attached hereto, which are incorporated herein by reference.

8. **Project.** This Agreement implements in whole or in part the following described Project, the application and approval documents of which are incorporated herein by reference: 7520-6B8290

9. **Legal Authority.** This Agreement is entered into under and subject to the following legal authorities: Government Code Section 31000.

10. **Signatures.** These signatures attest the parties' agreement hereto:

COUNTY OF CONTRA COSTA, CALIFORNIA

BOARD OF SUPERVISORS By: _____ Chairman/Designee	ATTEST: Clerk of the Board of Supervisors By: _____ Deputy
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AGENCY

Aquatic Science Center By: _____ (Signature of authorized Agency representative) _____ (Print name and title A)	Aquatic Science Center By: _____ (Signature of authorized Agency representative) _____ (Print name and title B)
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ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF CONTRA COSTA)

On _____ (Date),

before me, _____ (Name and Title of the Officer),

personally appeared, _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL.

Signature of Notary Public



Place Seal Above

ACKNOWLEDGMENT (by Corporation, Partnership, or Individual)
(Civil Code §1189)

APPROVALS

RECOMMENDED BY DEPARTMENT

FORM APPROVED BY COUNTY COUNSEL

By: _____
Designee

By: _____
Deputy County Counsel

APPROVED: COUNTY ADMINISTRATOR

By: _____
Designee

PAYMENT PROVISIONS
(Fee Basis Contracts - Long and Short Form)

1. **Payment Amounts.** Subject to the Payment Limit of this Contract and subject to the following Payment Provisions, County will pay Contractor the following fee as full compensation for all services, work, expenses or costs provided or incurred by Contractor:

[Check one alternative only.]

- a. \$ monthly, or
- b. \$ per unit, as defined in the Service Plan, or
- c. \$ after completion of all obligations and conditions herein.
- d. Other: As set forth in Section IV (Payment Provisions) of the Service Plan.

2. **Payment Demands.** Contractor shall submit written demands for payment on County Demand Form D-15 in the manner and form prescribed by County. Contractor shall submit said demands for payment no later than 30 days from the end of the month in which the contract services upon which such demand is based were actually rendered. Upon approval of payment demands by the head of the County Department for which this Contract is made, or his designee, County will make payments as specified in Paragraph 1. (Payment Amounts) above.

3. **Penalty for Late Submission.** If County is unable to obtain reimbursement from the State of California as a result of Contractor's failure to submit to County a timely demand for payment as specified in Paragraph 2. (Payment Demands) above, County shall not pay Contractor for such services to the extent County's recovery of funding is prejudiced by the delay even though such services were fully provided.

4. **Right to Withhold.** County has the right to withhold payment to Contractor when, in the opinion of County expressed in writing to Contractor, (a) Contractor's performance, in whole or in part, either has not been carried out or is insufficiently documented, (b) Contractor has neglected, failed or refused to furnish information or to cooperate with any inspection, review or audit of its program, work or records, or (c) Contractor has failed to sufficiently itemize or document its demand(s) for payment.

5. **Audit Exceptions.** Contractor agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate county, state or federal audit agencies resulting from its performance of this Contract. Within 30 days of demand, Contractor shall pay County the full amount of County's obligation, if any, to the state and/or federal government resulting from any audit exceptions, to the extent such are attributable to Contractor's failure to perform properly any of its obligations under this Contract.

Initials: _____
Contractor County Dept.

SERVICE PLAN

I. INTRODUCTION

- A. The Contra Costa County Flood Control and Water Conservation District (referred to herein as “District”; each reference to “County” shall mean “District”) is collaborating with the Aquatic Science Center (referred to here, interchangeably as “ASC” and “Agency”) to undertake a comprehensive historical ecology study of the Walnut Creek Watershed. To formalize this collaboration, the Flood Control District proposes to enter into a contract with ASC for the development and completion of the study, with a total cost not to exceed \$1,000,000.
- B. District and ASC have a mutual interest in the Walnut Creek Watershed, which is located in the heart of Contra Costa County, in the San Francisco Bay Area. The geographic focus for this study includes nearly the full extent of the Walnut Creek Watershed, including the Walnut Creek valley floor and upland portions. Areas of the watershed previously mapped in the Lower Walnut Creek Historical Ecology Study and the East Contra Costa County Historical Ecology Study are excluded from the study area.

II. OVERVIEW

The Walnut Creek Watershed Historical Ecology Study shall synthesize diverse historical data to enhance understanding of the ecological, hydrological, and geomorphic conditions of the Walnut Creek Watershed prior to major Euro-American modification. Drawing on sources such as historical maps, landscape and aerial photographs, textual accounts, field observations and botanical records, the study shall reconstruct landscape-scale patterns and environmental variability within the watershed. Synthesis of the historical dataset shall also help inform a landscape change analysis, comparing historical habitat extent and distribution to their present-day state. Findings from the study shall be compiled into an illustrated technical report describing historical conditions and processes and discussing implications for management and restoration. Results shall also be communicated through presentations at community meetings or other venues.

Baseline information about historical landscape patterns and processes shall support Flood Control District in developing multi-benefit approaches for managing the channel network and ecosystems within the Walnut Creek watershed. Findings from the study shall address a variety of scientific questions related to topics such as historical habitat distribution, vegetation community structure and composition, channel and streamflow dynamics, and landscape change over time.

The ASC shall draw on an extensive body of prior research in reconstructing historical ecological conditions for watersheds and landscapes around the Bay Area, including Lower Walnut Creek, the Alameda Creek watershed, Eastern Contra Costa County, and the Peninsula Watershed.

Initials: _____
Agency County Dept.

III. SCOPE OF ASC SERVICES

During the term of this Agreement, ASC shall perform, at District's written request, the following services,

A. **Task 1: Data Collection**

ASC shall work on acquiring a wide array of historical data sources, as well as selected contemporary data sources needed to fulfill project objectives.

1. **1.1: Develop Workplan and Target Questions**

- a. Through communications with District, project partners, Tribal representations, and select local experts, ASC shall develop an initial list of target scientific questions for the project. ASC shall provide a draft list of questions to District's Chief Engineer or Designee for review. This document shall help guide data collection and interpretation priorities and facilitate discussion of the project's goals and objectives with technical advisors.

2. **1.2: Historical Data Collection**

- a. ASC shall identify the historical data sources needed to fulfill project objectives and then acquire historical data from source institutions. To guide data collection efforts, ASC shall develop a comprehensive list of target materials to acquire and institutions to visit.
- b. ASC shall recover historical data from a wide variety of sources, including Spanish/Mexican-era materials, early American-era maps and landscape photographs, General Land Office survey notes, and written accounts. In addition, ASC shall review relevant 20th-century sources such as aerial photographs; vegetation maps; soil maps; archaeological, ecological, paleoecological, and water resources reports; and botanical and zoological records.
- c. ASC shall collect data from online databases and from source institutions in the Bay Area, Sacramento, and other locations as needed. Institutions visited may include local historical societies, libraries, and museums; county archives; and regional archives such as The Bancroft Library and the California State Library. ASC shall work with libraries and institutions to acquire appropriate permission for use of historical data. It should be noted that copyright or other restrictions may make the acquisition of some historical data difficult and/or prevent the distribution of the actual data. Data collection for the project shall focus on ecological conditions prior to major Euro-American modification (i.e., late 1700s to mid-1800s). Task 1.2 includes budget for at least one day of reconnaissance field work.

3. **1.3: Contemporary Data Collection**

- a. ASC shall acquire selected contemporary data sources needed to fulfill project objectives, which may include relevant technical reports and GIS layers for habitat distribution, hydrology, geology, soil surveys, DEMs, and contemporary aerial photography.
- b. Other
 - (1) Direct expenses may include the cost of travel to libraries and archival institutions, as well as purchases, scans, or photocopies of relevant source materials.

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Agency County Dept.

Task 1 Deliverables

- Data collection summary memo: ASC shall prepare a 1-2 page list of selected key historical data collected attributed by description and source institution.

B. Task 2: Data Compilation

ASC shall compile the acquired historical data to extract relevant information, develop a geodatabase of spatial data, and facilitate synthesis and analysis of data.

1. 2.1: Georeference Historic Maps

- a. ASC shall use appropriate geospatial transformation techniques in ArcGIS Pro to georeference selected historical maps that display spatially-accurate technical detail. Every reasonable effort shall be made to achieve a high level of accuracy.

2. 2.2: Compile Textual and Photographic Data

- a. ASC shall compile textual data from historical sources that describe historical conditions into a document, organized geographically and/or thematically, that will support data interpretation and analysis. These sources may include explorer reports, journals and diaries, newspaper articles, surveyor and scientist notes, and other materials. Selected, spatially-explicit textual data may be additionally compiled in the GIS. ASC shall also geolocate selected historical photographs.

C. Task 3: GIS Synthesis

ASC shall synthesize the assembled data to document and reconstruct historical landscape patterns prior to major Euro-American modification.

In valley floor areas, ASC shall create a digital map representing prevailing ecological conditions prior to major Euro-American modifications. Because early data sources may be limited ASC may need to restrict the level of detail and/or certainty that will be achievable in the historical mapping for some areas. ASC shall code all mapped information on a feature-by-feature basis to identify specific sources and certainty levels. ASC shall provide draft valley floor mapping to District as an interim deliverable, and shall deliver final historical mapping GIS layers under Task 5. The resultant mapping shall also be included in the report (see Task 5).

In upland areas, ASC shall develop synthesis methods based on available data and in consultation with technical advisors and District, and may include mapping or other quantitative or qualitative analyses. ASC will likely build on methods piloted in the East Contra Costa Historical Ecology Study (Stanford et al. 2011) and Peninsula Watershed Historical Ecology Study (Baumgarten et al. 2021). Due to limited early data availability, ASC will likely base any mapping developed for upland areas on early 20th century aerial imagery and vegetation mapping and thus reflect later conditions.

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Agency County Dept.

Task Deliverables

- Draft historical habitat and channel mapping for valley floor areas in Digital GIS format, to be transferred to District.

D. Task 4: Interpretation and Analysis

ASC shall interpret the data synthesized and developed in Tasks 1-3 to build an understanding of historical ecological characteristics and landscape changes over time. ASC shall select specific analyses to be conducted, based on the target questions (1.1) and in consultation with District, the Technical Advisory Committee (TAC) (see Task 6.1), and Tribal representatives.

Potential focal topics for detailed analysis may include historical habitat composition, Indigenous land use and Traditional Ecological Knowledge, land use history, hydrologic dynamics, geomorphic patterns, ecological functions, habitat change over time, or other topics. Products from the analyses may be presented in the form of charts, tables, maps, conceptual models, narrative descriptions, or other formats.

Task Deliverables

- Summary of emerging findings: Bullet-point list of key emerging findings (1-2 pages).

E. Task 5: Reporting and Technology Transfer

1. 5.1: Draft Report

- a. ASC shall develop a draft report (~60-80 pages) using narrative text, maps, photographs, diagrams, and tables to describe historical conditions in the study area and other findings. The report shall provide a technically accurate and engaging summary of historical characteristics of the area and document major landscape changes.

2. 5.2: Final Report

- a. ASC shall submit a final report which addresses TAC and District comments on the draft report. A PDF of the report shall be made available for download via the SFEI website.

3. 5.3: Data Transfer

- a. ASC shall provide GIS layers of historical conditions (developed as part of Task 3) through the ASC’s website. Data shall be delivered in UTM or other specified projections in ESRI geodatabase or GeoTiff format. All spatial data shall include associated metadata (i.e., a document that describes the characteristics of the data).

4. Other

Direct expenses may include the cost of printing, mailing, presentation travel and permissions for key data sources.

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Agency County Dept.

5. Task Deliverables

- Draft report (PDF).
- Final report (PDF and 25 hardcopies).
- Historical mapping GIS layers posted on SFEI website and incorporated into EcoAtlas.

F. Task 6: Advising, Communication, and Outreach

1. 6.1: Coordinate with Technical Advisory Committee (TAC)

- a. ASC, in consultation with District staff, shall recruit and coordinate a Technical Advisory Committee (TAC) of approximately 4 members, with experts from several associated fields such as local history, ecology, botany, and geomorphology. ASC, in consultation with District staff shall also seek the advice of one or more Tribal representatives. The TAC shall provide guidance on data synthesis (Task 3) and interpretation/analysis (Task 4) and provide review comments on the draft report (5.1). ASC shall convene two meetings with the TAC at key project milestones to present key data sources and emerging findings and to solicit feedback and recommendations.

2. 6.2: Communication and Community Outreach

- a. ASC shall prepare two presentations during the course of the project to be delivered by ASC at meetings/workshops with community members and project partners to be identified in conjunction with District; presentation venues shall be identified with assistance from District. ASC shall prepare and issue invitations as necessary, in consultation with District.
- b. ASC shall engage Tribal representatives in 4-5 meetings throughout the project to seek input on guiding research questions and research methods, discuss findings, incorporate Traditional Ecological Knowledge, and strengthen future partnerships.
- c. After District Review, ASC may communicate project findings through other avenues such as social media posts, newsletter blurbs, or briefings for policymakers.

3. Other

Direct expenses may include team meetings and District-approved stipends for TAC members and Tribal partners.

4. Task Deliverables

- PDF copies of presentation slides and meeting summaries from community/partner meetings, to be provided with progress reports.

G. Task 7: Coordination and Administration

1. 7.1: Project Coordination and Team Meetings

- a. ASC shall coordinate the project, assign staff resources, monitor the budget and schedule, submit disbursement requests, manage subcontractors, and conduct project meetings. ASC shall coordinate with District to provide regular project status updates.

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Agency County Dept.

2. 7.2: Invoices and Progress Reports

a. ASC shall monitor the budget and submit invoices with written progress reports at least quarterly.

3. Other

Direct expenses may include costs associated with travel to meetings.

4. Task Deliverables

- Invoices and progress reports at least quarterly

H. Schedule of Task 1-7 Deliverables

Task	Task Title	Deliverable	Estimated Completion Dates
1	Data Collection	<ul style="list-style-type: none"> • Data collection summary memo 	12 months NTP
2	Data Compilation	<ul style="list-style-type: none"> • N/A 	20 months NTP
3	GIS Synthesis	<ul style="list-style-type: none"> • Draft mapping for valley floor. 	24 months NTP (for draft valley floor mapping)
4	Interpretation and Analysis	<ul style="list-style-type: none"> • Summary of emerging findings: Bullet-point list of key emerging findings (1-2 pages). 	30 months NTP
5	Reporting and Technology Transfer	<ol style="list-style-type: none"> 1. Draft report (PDF). 2. Final report (PDF and hardcopy). 3. Historical mapping GIS layers posted on SFEI website and incorporated into EcoAtlas. 	<ol style="list-style-type: none"> 1. 38 months NTP 2. 42 Months NTP 3. 42 months NTP
6	Advising, Communication, and Outreach	<ul style="list-style-type: none"> • PDF copies of presentation slides and meeting summaries from community/partner meetings, to be provided with progress reports. 	<ul style="list-style-type: none"> • TBD
7	Coordination and Administration	<ul style="list-style-type: none"> • Invoices and progress reports 	Invoices and progress reports at least quarterly, final due 42 months NTP

IV. PAYMENT PROVISIONS

A. Task Payment Limits.

District shall pay ASC pursuant to this Agreement in accordance with the budget and schedule as set forth in the table below. For the purpose of this Agreement, the budget shall follow District’s fiscal year, which runs from July 1 – June 30.

Initials: _____
 Agency County Dept.

C. Invoicing Address. ASC shall send all invoices, notices, reports, and correspondence to:
CCC Public Works–Flood Control District
255 Glacier Drive
Martinez, CA 94553

D. Rate Increase. ASC may request up to a five percent (5%) increase in the hourly rates set forth in Attachment A, on an annual basis, on August 1 of each fiscal year during the term of this Agreement, beginning with August 2026. The proposed increase in hourly rates cannot exceed the rate increase (5%) or the actual increase in the hourly rates paid by ASC to its staff and/or subcontractors, whichever is lower. ASC shall provide District with at least 60 days’ advance written notice of a proposed increase. Only one (1) request may be granted per calendar year, not to exceed the applicable rate increase of the requested year. The requested increase is only effective 30 days after approved in writing by the District’s Chief Engineer, or Designee, and only after the hourly rates in Attachment A have been amended through an administrative amendment to this Agreement. An increase in the rates shall not result in any increase in the Payment Limit specified in Section 4 (Payment Limit) of this Agreement.

V. CONTACTS

The parties’ contacts for this Agreement are:

A. For District:

1. Tim Jensen, Division Manager or Designee
Phone: (925) 313 – 3290
Email: Tim.Jensen@pw.cccounty.us

2. Sara Duckler, Sr. Civil Engineer
Phone: (925) 313 – 2394
Email: Sara.Duckler@pw.cccounty.us

3. Fatimah Alrashid, Engineer
Phone: (925) 313-2330
Email: Fatimah.Alrashid@pw.cccounty.us

4. Juan Cerritos Lara, Administrative Analyst
Phone: (925) 313-2023
Email: Juan.CerritosLara@pw.cccounty.us

Initials: _____
Agency County Dept.

B. For ASC:

1. Scott Dusterhoff, Lead Scientist
Phone: (510) 746-7350
Email: ScottD@sfei.org

2. Shannon Bowley, Grants and Contracts Manager
Phone: (916) 718-5036
ShannonB@sfei.org

3. The District will send all correspondence to:
Aquatic Science Center
4911 Central Ave,
Richmond, CA 94804

Initials: _____
Agency County Dept.

SPECIAL CONDITIONS
(Purchase of Services - Long Form)

Agency and District agree that the following Special Conditions modify the General Conditions and are part of the Agreement

“Copyrights, Right in Data, and Works Made for Hire. Paragraph 25 of the General Conditions is hereby deleted in its entirety and replaced with the following paragraph:

25. **Copyrights, Right in Data, and Works Made for Hire.** All right, title and interest of deliverables resulting from services provided under this Agreement shall be owned jointly by the Parties. As appropriate, final deliverables resulting from this Agreement shall be made publicly available and no deliverables will be sold by either party. Notwithstanding the foregoing, County shall not be liable for ASC’s use or misuse of the deliverables.”

GENERAL CONDITIONS
(Purchase of Services - Long Form)

1. **Compliance with Law.** Contractor is subject to and must comply with all applicable federal, state, and local laws and regulations with respect to its performance under this Contract, including but not limited to, licensing, employment, and purchasing practices; and wages, hours, and conditions of employment, including nondiscrimination.
2. **Inspection.** Contractor's performance, place of business, and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of the County, the State of California, and the United States Government.
3. **Records.** Contractor must keep and make available for inspection and copying by authorized representatives of the County, the State of California, and the United States Government, the Contractor's regular business records and such additional records pertaining to this Contract as may be required by the County.
 - a. **Retention of Records.** Contractor must retain all documents pertaining to this Contract for five years from the date of submission of Contractor's final payment demand or final Cost Report; for any further period that is required by law; and until all federal/state audits are complete and exceptions resolved for this Contract's funding period. Upon request, Contractor must make these records available to authorized representatives of the County, the State of California, and the United States Government.
 - b. **Access to Books and Records of Contractor, Subcontractor.** Pursuant to Section 1861(v)(1) of the Social Security Act, and any regulations promulgated thereunder, Contractor must, upon written request and until the expiration of five years after the furnishing of services pursuant to this Contract, make available to the County, the Secretary of Health and Human Services, or the Comptroller General, or any of their duly authorized representatives, this Contract and books, documents, and records of Contractor necessary to certify the nature and extent of all costs and charges hereunder.

Further, if Contractor carries out any of the duties of this Contract through a subcontract with a value or cost of \$10,000 or more over a twelve-month period, such subcontract must contain a clause to the effect that upon written request and until the expiration of five years after the furnishing of services pursuant to such subcontract, the subcontractor must make available to the County, the Secretary, the Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents, and records of the subcontractor necessary to verify the nature and extent of all costs and charges thereunder.

This provision is in addition to any and all other terms regarding the maintenance or retention of records under this Contract and is binding on the heirs, successors, assigns and representatives of Contractor.

4. **Reporting Requirements.** Pursuant to Government Code Section 7550, Contractor must include in all documents and written reports completed and submitted to County in accordance with this Contract, a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report. This section applies only if the Payment Limit of this Contract exceeds \$5,000.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

5. **Termination and Cancellation.**

- a. **Written Notice.** This Contract may be terminated by either party, in its sole discretion, upon thirty-day advance written notice thereof to the other, and may be cancelled immediately by written mutual consent.
- b. **Failure to Perform.** County, upon written notice to Contractor, may immediately terminate this Contract should Contractor fail to perform properly any of its obligations hereunder. In the event of such termination, County may proceed with the work in any reasonable manner it chooses. The cost to County of completing Contractor's performance will be deducted from any sum due Contractor under this Contract, without prejudice to County's rights to recover damages.
- c. **Cessation of Funding.** Notwithstanding any contrary language in Paragraphs 5 and 11, in the event that federal, state, or other non-County funding for this Contract ceases, this Contract is terminated without notice.

6. **Entire Agreement.** This Contract contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Contract will be deemed to exist or to bind any of the parties hereto.

7. **Further Specifications for Operating Procedures.** Detailed specifications of operating procedures and budgets required by this Contract, including but not limited to, monitoring, evaluating, auditing, billing, or regulatory changes, may be clarified in a written letter signed by Contractor and the department head, or designee, of the county department on whose behalf this Contract is made. No written clarification prepared pursuant to this Section will operate as an amendment to, or be considered to be a part of, this Contract.

8. **Modifications and Amendments.**

- a. **General Amendments.** In the event that the total Payment Limit of this Contract is less than \$100,000 and this Contract was executed by the County's Purchasing Agent, this Contract may be modified or amended by a written document executed by Contractor and the County's Purchasing Agent or the Contra Costa County Board of Supervisors, subject to any required state or federal approval. In the event that the total Payment Limit of this Contract exceeds \$100,000 or this Contract was initially approved by the Board of Supervisors, this Contract may be modified or amended only by a written document executed by Contractor and the Contra Costa County Board of Supervisors or, after Board approval, by its designee, subject to any required state or federal approval.
- b. **Minor Amendments.** The Payment Provisions and the Service Plan may be amended by a written administrative amendment executed by Contractor and the County Administrator (or designee), subject to any required state or federal approval, provided that such administrative amendment may not increase the Payment Limit of this Contract or reduce the services Contractor is obligated to provide pursuant to this Contract.

9. **Disputes.** Disagreements between County and Contractor concerning the meaning, requirements, or performance of this Contract shall be subject to final written determination by the head of the county department for which this Contract is made, or his designee, or in accordance with the applicable procedures (if any) required by the state or federal government.

Contractor

County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

10. **Choice of Law and Personal Jurisdiction.**

- a. This Contract is made in Contra Costa County and is governed by, and must be construed in accordance with, the laws of the State of California.
- b. Any action relating to this Contract must be instituted and prosecuted in the courts of Contra Costa County, State of California.

11. **Conformance with Federal and State Regulations and Laws.** Should federal or state regulations or laws touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract will be deemed amended to assure conformance with such federal or state requirements.

12. **No Waiver by County.** Subject to Paragraph 9. (Disputes) of these General Conditions, inspections or approvals, or statements by any officer, agent or employee of County indicating Contractor's performance or any part thereof complies with the requirements of this Contract, or acceptance of the whole or any part of said performance, or payments therefor, or any combination of these acts, do not relieve Contractor's obligation to fulfill this Contract as prescribed; nor is the County thereby prevented from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.

13. **Subcontract and Assignment.** This Contract binds the heirs, successors, assigns and representatives of Contractor. Prior written consent of the County Administrator or his designee, subject to any required state or federal approval, is required before the Contractor may enter into subcontracts for any work contemplated under this Contract, or before the Contractor may assign this Contract or monies due or to become due, by operation of law or otherwise.

14. **Independent Contractor Status.** The parties intend that Contractor, in performing the services specified herein, is acting as an independent contractor and that Contractor will control the work and the manner in which it is performed. This Contract is not to be construed to create the relationship between the parties, or between County and any Contractor employee, of agent, servant, employee, partnership, joint venture, or association. Neither Contractor, nor any of its employees, is a County employee. This Contract does not give Contractor, or any of its employees, any right to participate in any pension plan, workers' compensation plan, insurance, bonus, or similar benefits County provides to its employees. In the event that County exercises its right to terminate this Contract, Contractor expressly agrees that it will have no recourse or right of appeal under any rules, regulations, ordinances, or laws applicable to employees.

15. **Conflicts of Interest.** Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Contract, no person having any such interests will be employed by Contractor. If requested to do so by County, Contractor will complete a "Statement of Economic Interest" form and file it with County and will require any other person doing work under this Contract to complete a "Statement of Economic Interest" form and file it with County. Contractor covenants that Contractor, its employees and officials, are not now employed by County and have not been so employed by County within twelve months immediately preceding this Contract; or, if so employed, did not then and do not now occupy a position that would create a conflict of interest under Government Code section 1090. In

Contractor

County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

addition to any indemnity provided by Contractor in this Contract, Contractor will indemnify, defend, and hold the County harmless from any and all claims, investigations, liabilities, or damages resulting from or related to any and all alleged conflicts of interest. Contractor warrants that it has not provided, attempted to provide, or offered to provide any money, gift, gratuity, thing of value, or compensation of any kind to obtain this Contract.

16. **Confidentiality**. To the extent allowed under the California Public Records Act, Contractor agrees to comply and to require its officers, partners, associates, agents and employees to comply with all applicable state or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that no person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service. Contractor agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.

17. **Nondiscriminatory Services**. Contractor agrees that all goods and services under this Contract will be available to all qualified persons regardless of age, gender, race, religion, color, national origin, ethnic background, disability, or sexual orientation, and that none will be used, in whole or in part, for religious worship.

18. **Indemnification**. Contractor will defend, indemnify, save, and hold harmless County and its officers and employees from any and all claims, demands, losses, costs, expenses, and liabilities for any damages, fines, sickness, death, or injury to person(s) or property, including any and all administrative fines, penalties or costs imposed as a result of an administrative or quasi-judicial proceeding, arising directly or indirectly from or connected with the services provided hereunder that are caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control. If requested by County, Contractor will defend any such suits at its sole cost and expense. If County elects to provide its own defense, Contractor will reimburse County for any expenditures, including reasonable attorney's fees and costs. Contractor's obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Contractor is not required to indemnify County for the proportion of liability a court determines is attributable to the sole negligence or willful misconduct of the County, its officers and employees. This provision will survive the expiration or termination of this Contract.

19. **Insurance**. During the entire term of this Contract and any extension or modification thereof, Contractor shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in the Special Conditions:
 - a. **Commercial General Liability Insurance**. For all contracts where the total payment limit of the contract is \$500,000 or less, Contractor will provide commercial general liability insurance, including coverage for business losses and for owned and non-owned automobiles, with a minimum combined single limit coverage of \$500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance must be endorsed to include County and its officers and employees as additional insureds as to all services performed by Contractor under this Contract. Said policies must constitute primary insurance as to County, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by

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them or their self-insurance program(s) will not be required to contribute to any loss covered under Contractor's insurance policy or policies. Contractor must provide County with a copy of the endorsement making the County an additional insured on all commercial general liability policies as required herein no later than the effective date of this Contract. For all contracts where the total payment limit is greater than \$500,000, the aforementioned insurance coverage to be provided by Contractor must have a minimum combined single limit coverage of \$1,000,000.

- b. **Workers' Compensation.** Contractor must provide workers' compensation insurance coverage for its employees.
- c. **Certificate of Insurance.** The Contractor must provide County with (a) certificate(s) of insurance evidencing liability and worker's compensation insurance as required herein no later than the effective date of this Contract. If Contractor should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Contract, then Contractor must provide (a) current certificate(s) of insurance.
- d. **Additional Insurance Provisions.** No later than five days after Contractor's receipt of: (i) a notice of cancellation, a notice of an intention to cancel, or a notice of a lapse in any of Contractor's insurance coverage required by this Contract; or (ii) a notice of a material change to Contractor's insurance coverage required by this Contract, Contractor will provide Department a copy of such notice of cancellation, notice of intention to cancel, notice of lapse of coverage, or notice of material change. Contractor's failure to provide Department the notice as required by the preceding sentence is a default under this Contract
20. **Notices.** All notices provided for by this Contract must be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to County must be addressed to the head of the county department for which this Contract is made. Notices to Contractor must be addressed to the Contractor's address designated herein. The effective date of notice is the date of deposit in the mails or of other delivery, except that the effective date of notice to County is the date of receipt by the head of the county department for which this Contract is made.
21. **Primacy of General Conditions.** In the event of a conflict between the General Conditions and the Special Conditions, the General Conditions govern unless the Special Conditions or Service Plan expressly provide otherwise.
22. **Nonrenewal.** Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased by County under a new contract following expiration or termination of this Contract, and Contractor waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Contractor.
23. **Possessory Interest.** If this Contract results in Contractor having possession of, claim or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue & Taxation Code Section 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest. Contractor agrees that this provision complies with the notice requirements of Revenue & Taxation Code Section 107.6, and waives all rights to further notice or to damages under that or any comparable statute.

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24. **No Third-Party Beneficiaries.** Nothing in this Contract may be construed to create, and the parties do not intend to create, any rights in third parties.
25. **Copyrights, Rights in Data, and Works Made for Hire.** Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of the County Administrator. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Contract are "works made for hire" (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for County, and Contractor unconditionally and irrevocably transfers and assigns to Agency all right, title, and interest, including all copyrights and other intellectual property rights, in or to the works made for hire. Unless required by law, Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Agreement, without County's prior express written consent. If any of the works made for hire is subject to copyright protection, County reserves the right to copyright such works and Contractor agrees not to copyright such works. If any works made for hire are copyrighted, County reserves a royalty-free, irrevocable license to reproduce, publish, and use the works made for hire, in whole or in part, without restriction or limitation, and to authorize others to do so.
26. **Endorsements.** In its capacity as a contractor with Contra Costa County, Contractor will not publicly endorse or oppose the use of any particular brand name or commercial product without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely accepted scientific basis for such claims or without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not participate or appear in any commercially produced advertisements designed to promote a particular brand name or commercial product, even if Contractor is not publicly endorsing a product, as long as the Contractor's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Contra Costa County. Notwithstanding the foregoing, Contractor may express its views on products to other contractors, the Board of Supervisors, County officers, or others who may be authorized by the Board of Supervisors or by law to receive such views.
27. **Required Audit.**
- a. If Contractor expends \$750,000 or more in federal grant funds in any fiscal year from any source, Contractor must provide to County, at Contractor's expense, an audit conforming to the requirements set forth in the most current version of Code of Federal Regulations, Title 2, Part 200, Subpart F.
 - b. If Contractor expends less than \$750,000 in federal grant funds in any fiscal year from any source, but the grant imposes specific audit requirements, Contractor must provide County with an audit conforming to those requirements.
 - c. If Contractor expends less than \$750,000 in federal grant funds in any fiscal year from any source, Contractor is exempt from federal audit requirements for that year except as required by Code of Federal Regulations, Title 2, Part 200, Subpart F. Contractor shall make its records available for, and an audit may be required by, appropriate officials of the federal awarding agency, the General Accounting Office, the pass-through entity and/or the County. If an audit is required, Contractor must provide County with the audit.

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- d. With respect to the audits specified in sections (a), (b) and (c) above, Contractor is solely responsible for arranging for the conduct of the audit, and for its cost. County may withhold the estimated cost of the audit or 10 percent of the contract amount, whichever is greater, or the final payment, from Contractor until County receives the audit from Contractor.
28. **Authorization.** Contractor, or the representative(s) signing this Contract on behalf of Contractor, represents and warrants that it has full power and authority to enter into this Contract and to perform the obligations set forth herein.
29. **No Implied Waiver.** The waiver by County of any breach of any term or provision of this Contract will not be deemed to be a waiver of such term or provision or of any subsequent breach of the same or any other term or provision contained herein.

ATTACHMENT A
Personnel Rates and Other Direct Costs

I. RATES

The County shall pay Agency at the following rates for the Fiscal Year July 1, 2026 to June 30, 2027:

Labor Category	Hourly Rate
Program Director	\$281.73
Managing Sr Scientist/Managing Director I	\$259.42
Managing Sr Scientist/Managing Director II	\$259.42
Managing Sr Scientist/Managing Director III	\$259.42
Managing Sr Scientist/Managing Director IV	\$259.42
Manager/Sr Scientist I	\$242.73
Manager/Sr Scientist II	\$242.73
Manager/Sr Scientist III	\$242.73
Manager/Sr Scientist IV	\$242.73
Sr Tech Specialist I	\$242.73
Scientist I	\$151.90
Scientist II	\$167.83
Tech Specialist I	\$151.90
Tech Specialist II	\$167.83
Associate Scientist I	\$135.43
Associate Scientist II	\$135.43
Associate Tech Specialist I	\$135.43
Associate Tech Specialist II	\$135.43

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ATTACHMENT A
Personnel Rates and Other Direct Costs

Sr Environmental/Sr Tech Analyst	\$123.61
Environmental/Tech Analyst	\$118.41
Admin	\$171.25

II. OTHER DIRECT COSTS

The County shall pay Contractor for the following costs (without mark-up and with proper documentation):

A. Reimbursables:

- Mileage: at current IRS rate
- Vehicle Rental at daily rental rate with advance approval by County (attach receipt/documentation)
- Parking/Tolls: at cost (attach receipt/documentation)
- Travel/Hotel/Food: at cost with advance approval by County (attach receipt/documentation)

- Photocopies/Printing:
 - In-house black and white \$0.10 per page
 - In-house color \$0.89 per page
 - In-house binding \$1.95 per binding

Postage/Express Mail: at cost (attach receipt/documentation)

B. Other Direct Expenses at cost with advance approval by County (attach receipt/documentation).
(E.g. equipment rental, laboratory analysis, etc.)

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