AGENDA SUMMARY
BOARD OF DIRECTORS
SUTTER COUNTY
WATER AGENCY

The Agenda is posted in the entrance of the County Office Building at 1160 Civic Center Blvd., Yuba City. The Agenda Summary, backup materials, and Approved Minutes are also posted on the Sutter County Website at: http://suttercountyca.iqm2.com/Citizens/Default.aspx

Materials related to an item on this Agenda submitted to the Board after distribution of the Agenda packet are available for public inspection in the office of the Clerk of the Board at 1160 Civic Center Blvd., Yuba City, during normal business hours

OCTOBER 9, 2018
3:00 PM
Board of Supervisors Chambers, Hall of Records Building
466 2nd Street, Yuba City, CA

PROCEDURE FOR PUBLIC COMMENT

Members of the Public will be allowed to address the Board during the Board’s consideration of each Agenda item. If you wish to speak on any item appearing on the Agenda, please fill out a Speaker Card, noting the number of the Agenda item about which you wish to speak, and present it to the Board Clerk. If you wish to speak about more than one Agenda item, please fill out a separate card for each item. If you wish to speak under Public Comment, please note that on the Speaker Card. When the matter is announced, please approach the speakers’ rostrum and wait to be recognized by the Chairman. Testimony should always begin with the speaker giving his or her name. The times listed on the Agenda are approximate and items may be brought up for discussion within a reasonable length of time before or after the time scheduled.

CALL TO ORDER

Roll Call

CONSENT CALENDAR

1) Approval of minutes of November 23, 2015 Meeting
2) Approval of an Independent Contractor Agreement to Innovative Hydrology in the amount of $64,337.88 for the modernization of the Sutter County river gauge flood monitoring network, authorization for the Director of Development Services to execute all contract documents, and approval of an amendment to the Fiscal Year 2018-19 Adopted Budget in the amount of $75,000 (4/5 vote required) (FT2019011)

PUBLIC COMMENT

Members of the public will be allowed to address the Sutter County Water Agency - Board of Directors on items of interest to the public that are within the subject matter jurisdiction of the Board. State law provides that no action may be taken on any item not appearing on the posted Agenda.

OTHER BUSINESS - BOARD OF DIRECTORS

CLOSED SESSION

ADJOURNMENT

Requests for assistive listening devices or other accommodations, such as interpretive services, should be made through the Clerk of the Board at (530) 822-7106. Requests should be made at least 72 hours prior to the meeting. Later requests will be accommodated to the extent feasible.
BEFORE THE BOARD OF DIRECTORS
SUTTER COUNTY WATER AGENCY
NOVEMBER 23, 2015

The Board of Directors met on the above date in Regular Session in the Hall of Records Building, 466 Second Street, Yuba City, California.

MEMBERS PRESENT: Directors Ron Sullenger, Dan Flores, Jim Whiteaker and Barbara LeVake

MEMBERS ABSENT: Director Larry Munger

STAFF PRESENT: Shawne Corley, Assistant County Administrator; William Vanasek, Assistant County Counsel; and Alicia Draves, Deputy Clerk of the Board

*****

SPECIAL MEETING

Chairman Sullenger called the meeting to order at 3:55 p.m.

*****

CONSENT CALENDAR

On motion of Director Whiteaker, seconded by Director Flores and carried by the following vote: AYES: Directors Sullenger, Flores, Whiteaker and LeVake; NOES: None; ABSENT: Director Munger; the Board: 1) approved the request of the City of Yuba City, as a Successor Agency to the Redevelopment Agency of the City of Yuba City, to subordinate the Pass-Through Payments pursuant to Health and Safety Code Section 33401 and Section 4 of the agreement between the Redevelopment Agency of the City of Yuba City, the County of Sutter, and the Sutter County Water Agency; 2) made a finding that the City of Yuba City has provided evidence reasonably satisfactory to demonstrate its ability to repay the indebtedness incurred without demand being made on payments due to the County, and 3) authorized the Chairman to sign the acknowledgement on behalf of the County.
With no further business coming before the Board, the meeting was adjourned.

ATTEST:
DONNA M. JOHNSTON
Clerk of the Board

By:
Alicia Draves, Deputy

________________________________________
Ron Sullenger, Chairman
SUTTER COUNTY WATER AGENCY
Staff Report

To: Honorable Board of Directors
From: Neal Hay, Director of Development Services
Department: Development Services
Subject: Approval of an Independent Contractor Agreement to Innovative Hydrology in the amount of $64,337.88 for the modernization of the Sutter County river gauge flood monitoring network, authorization for the Director of Development Services to execute all contract documents, and approval of an amendment to the Fiscal Year 2018-19 Adopted Budget in the amount of $75,000 (4/5 vote required) (FT2019011)

Recommendation

It is recommended that the Sutter County Water Agency Board of Directors:

1. Awards an Independent Contractor Agreement for the modernization of the Sutter County River Gauge Flood Monitoring Network Project in the amount of $64,337.88 to Innovative Hydrology; and,

2. Authorizes the Director of Development Services, or designee, to execute the contract and all documents related to the administration of the contract in accordance with the provisions of the County Purchasing Guidelines and Public Contract Code; and,

3. Authorizes the Director of Development Services, or designee, to authorize Agreement Amendments not exceeding $10,000; and,

4. Authorizes a FY2018-19 Budget Amendment in the amount of $75,000 within Fund (0-320) Sutter County Water Agency. (4/5 vote required)

Background

Sutter County operates a network of five river level and precipitation gauges that transmits data to the Geostationary Operational Environmental Satellite (GOES) system. The five monitoring stations were installed by Sutter County after the slow rise flood emergency event that occurred within the County in 1997. The equipment that was installed requires ongoing maintenance and regular component replacement (typically 10-15 years). Absence of maintenance could render the stations ineffective in providing County officials adequate warning of impending flood danger from either the Sacramento River or Feather River.

Since 1997, Innovative Hydrology, Inc. has helped maintain the Sutter County flood monitoring network, making sure the network is in operational condition prior to each winter. Over the past two winters
(2016/2017 and 2017/2018), the network has been neglected due to non-renewal of maintenance contract. Over this period, the network has fallen into disrepair and needs to be restored or replaced.

In May 2018, the new Office of Emergency Management (OEM) Manager contacted Innovative Hydrology Inc., the consultant who assembled and subsequently maintained the flood monitoring network, and asked them to perform an evaluation of the network. During the evaluation, it was found that all five monitoring stations were either damaged or non-operational. The network components were found to be close to, or have reached, the end of their useful life. The newest existing equipment is approaching eight years of operation, while some sensors have been in operation for 20 years.

**Discussion**

Both OEM and Development Services have met with Innovative Hydrology, Inc. to evaluate the next steps to ensure the flood monitoring network can be operational prior to the upcoming flood season. It has been determined that the most cost-effective measure would be to modernize the entire network. This will involve replacement and modernization of a total of four sites along the Feather and Sacramento Rivers. Those sites are the Meridian Pump Station, Byron Jackson Pump Station, Feather River at Live Oak, and the Sutter Bypass at Long Bridge. The County does have a station at Boyd’s Landing however, since the initial installation of this gauge, the Department of Water Resources (DWR) has also installed monitoring equipment at this location and the County gauge is no longer needed.

Due to the condition of the existing equipment, it is recommended that the entire network at the four monitoring stations be replaced prior to the upcoming flood season.

The recommended agreement includes internet-based software necessary for monitoring the system.

The recommended budget amendment utilizes fund balance within Fund (0-320) Sutter County Water Agency for this contract. Fund Balance as of July 1, 2018 is $208,547. The $75,000 covers the contract of $64,338 and allows $10,662 for contingency. Subsequent years maintenance of the monitoring systems will be budgeted in the OEM budget unit (2-401).

**Prior Board Action**


**Section 16-050 Waiver**

Pursuant to the provisions of Section 16-050 of the Sutter County Ordinance Code, the Board of Supervisors may waive the requirement of either a request for proposal (RFP) or notice, advertisement, and competitive bidding if it determines, in the exercise of its discretion, that the purchase may be made without such requirements. As Innovative Hydrology, Inc. has previously assisted the County with the maintenance of the network, is very familiar with the County's critical drainage facilities, and with the upcoming winter storm season approaching, it would be advantageous for the County to waive this requirement.

**Board Alternatives**

Various alternatives were considered; however, the recommended action best serves the County in proceeding with the project. The Board may choose to delay the contracting of the installation of the modernized flood monitoring network, but it will increase the cost and leave County officials with inadequate warning of impending flood danger from either the Sacramento River or Feather River.

**Other Department and/or Agency Involvement**

The Office of Emergency Management and the Department of Development Services has been working together in reviewing the proposed scope of work.
**Action Following Approval**

The Department will provide the agreement to Innovative Hydrology, Inc. for execution and will manage the contract.

**Fiscal Impact**

There is no impact to the General Fund. The attached budget amendment uses fund balance with in Fund (0-320) Sutter County Water Agency to increase Professional/Specialized Services (52180) and Cancellation of Obligated Fund Balance (49995).

**Countywide Goals & Top Priorities Compliance**

The recommended improvements to these facilities supports the following countywide goals:

- Goal C: Maintain strong commitment to public safety (including Law Enforcement, District Attorney, Public Defender, Probation, Fire, Emergency Management, and related services).

- Goal E: Provide and enhance public infrastructure, including essential water, wastewater, other utilities, transportation systems (including “Farm to Market” roads), and achieve best possible flood protection for entire County region, including upgrading necessary levees to obtain reasonable flood insurance coverage for all residents, businesses, and property owners.

**Standing Committee Review**

At the Public Works/Support Services Committee meeting of September 27, 2018, this item was reviewed and recommended for placement on the consent calendar for the Board of Directors.

Respectfully Submitted,

s/ Neal Hay
Director of Development Services

**Attachments:**
1. Independent Contractor Agreement
2. Budget Amendment
INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is made and entered into this _________ day of ______________, 2018, by and between Sutter County, a political subdivision of the State of California ("County"), and Innovative Hydrology, Inc. ("Consultant").

RECITALS:

A. County has determined that it is desirable to retain Consultant to provide a modernization of the County’s river gauge flood monitoring network; and

B. Consultant represents that it possesses the qualifications, experience, and facilities necessary to perform the services contemplated herein and has proposed to provide those services; and

C. The County desires to retain Consultant to perform the proposed services.

County and Consultant agrees as follows:

AGREEMENT:

1. Scope of Services. Pursuant to Government Code Section 31000, County retains Consultant to perform all the professional services described in Exhibit “A” which is attached hereto as Exhibit A and incorporated herein by this reference which shall include GOES data collection platforms with radar level sensors; GOES data collection platform with bubbler; configuration of equipment with data loggers, radios, antennas, and satellites; software; and annual maintenance and support. ("Services").

2. Term. Services under this Agreement shall commence on October 15, 2018, and shall continue until November 30, 2018, or until the agreement is terminated by either party in accordance with the provisions of this Agreement.

3. Compensation.

A. The compensation to be paid by County to Consultant for the professional services described in Exhibit “A” shall be the Fixed price set forth in Exhibit “B” which is attached hereto and incorporated herein by this reference.

B. To the extent that Consultant is entitled to reimbursement for travel,
meals, and lodging, such reimbursement shall be subject to the prior approval of the County Purchasing Agent or authorized deputy and shall be reimbursed in accordance with the County’s Travel and Business Expense Policy.

C. The total compensation payable under this Agreement, inclusive of all expenses, shall not exceed Sixty-Four Thousand, Three Hundred Thirty-Seven and 88/100 dollars ($64,337.88). The County shall make no payment to Consultant in any greater amount for any extra, further, or additional services, unless such services and payment therefore have been mutually agreed to and this Agreement has been formally amended in accordance with the provisions of this Agreement.

D. Consultant agrees to testify at County’s request if litigation is brought against County in connection with Consultant’s work. Unless the action is brought by Consultant or is based upon Consultant’s negligence or intentional tortious conduct, County will compensate Consultant for the testimony at Consultant’s hourly rate as provided in Exhibit “B”.

4. Invoice and Payments. Consultant shall submit invoices for services rendered during the preceding month. Consultant shall attach to each invoice documentation for the hours charged (if applicable) and the documentation shall include an itemized narrative of work completed during the period billed. The County shall pay invoices that are undisputed within thirty (30) days of receipt and approval. The parties agree to exercise good faith and diligence in the resolution of any disputed invoice amounts.

5. Notice. Any invoices, notices, or other documents required to be given under this Agreement shall be delivered either personally, by first-class postage prepaid U.S. Mail, or overnight courier to the following addresses or such other address provided by the parties in accordance with this section:

If to the County:

Neal Hay, Director
1130 Civic Center Blvd.
Yuba City, California 95993
Telephone: 530-822-7400

If to Consultant:

Matt Heggli
2280 Grass Valley Highway #211
Auburn, California 95603
Telephone: 530-885-8858

Notice shall be effective upon receipt.
6. Independent Contractor.

A. It is understood and agreed, and is the intention of the parties hereto, that Consultant is an independent contractor, and not the employee or agent of County for any purpose whatsoever. County shall have no right to and shall not control the manner or prescribe the method by which the professional services are performed by Consultant herein. Consultant shall be entirely and solely responsible for its acts and the acts of its agents, employees, and subcontractors while engaged in the performance of services hereunder. Consultant shall have no claim under this Agreement or otherwise against County for vacation pay, sick leave, retirement benefits, Social Security, workers compensation, disability, or unemployment insurance benefits or other employee benefits of any kind. The parties acknowledge that County shall not withhold from Consultant’s compensation any funds for income tax, FICA, disability insurance, unemployment insurance or similar withholding and Consultant is solely responsible for the timely payment of all such taxes and related payments to the state and federal governments, for itself and for its employees, agents, and subcontractors who might render services in connection with this Agreement. The Consultant shall inform all persons who perform any services pursuant to this Agreement of the provisions of this section.

B. In the event that the Consultant’s activities under this Agreement, or any of them, are found by any state or federal agency to be those of an employee rather than an independent contractor, Consultant agrees to indemnify County and hold County harmless for any damages, costs, or taxes imposed upon it pursuant to the Internal Revenue Code or state or federal taxing laws, including but not limited to any penalties and interest which County may be assessed by such state or federal agency for failing to withhold from the compensation paid to Consultant under this Agreement any amount which may have been required to be withheld by law.

7. Authority of Consultant. It is understood that Consultant is to provide information, research, advice, recommendations, and consultation services to the County. Consultant shall possess no authority with respect to any County decision. The County is responsible for and shall make all governmental decisions related to work of Consultant.

8. Subcontracting and Assignment. Consultant shall not subcontract or assign any portion of the work to be performed under this Agreement without the prior written consent of County.

9. Ownership of Work Product. All technical data, evaluations, calculations, plans, drawings, details, specifications, estimates, reports, documents, or other work product of Consultant, in both paper and original electronic program forms, shall become the property of the County as they are produced and shall be delivered to the County upon completion of services. Consultant may retain copies for its files and internal use, however, Consultant shall not disclose any of the work products of this Agreement to any third party, person, or entity, without prior written consent of the County. Upon reasonable notice, County representatives shall have access to the work
for purposes of inspecting same and determining that the work is being performed in accordance with the terms of the Agreement.

10. **Indemnification.** To the fullest extent permitted by law, Consultant shall defend (with legal counsel reasonably acceptable to the County), indemnify and hold harmless the County, its officers, employees, and agents, from and against any and all claims, losses, costs, damages, injuries (including injury to or death of an employee of Consultant or its subcontractors), expenses and liabilities of every kind, nature and description (including incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Consultant, any subcontractor, anyone directly or indirectly employed by them, or anyone that they control (collectively “Liabilities”). Such obligation to defend, hold harmless and indemnify the County, its officers, agents and employees, shall not apply to the extent that such Liabilities are caused by the sole negligence, active negligence, or willful misconduct of the County, its officers, agents and employees. The provisions of the California Government Claims Act, Government Code section 810 et seq., including its defenses and immunities, will apply to allegations of negligence or wrongful acts or omissions by the County. To the extent there is an obligation to indemnify under this paragraph; Consultant shall be responsible for incidental and consequential damages resulting directly or indirectly, in whole or in part, from Consultant’s negligence, recklessness, or willful misconduct.

11. **Insurance.** Without limiting Consultant’s indemnification of the County, Consultant shall provide and maintain at its own expense and keep in force during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

Workers’ Compensation Insurance with statutory limits, as required by the laws of the State of California and; Employer’s Liability insurance on an “occurrence” basis with a limit of not less than $1,000,000.

Commercial General Liability Insurance at least as broad as CG 00 01, covering premises and operations and including but not limited to, owners and contractors protective, product and completed operations, personal and advertising injury and contractual liability coverage with a minimum per occurrence limit of $1,000,000 covering bodily injury and property damage; General Aggregate limit of $2,000,000; Products and Completed Operations Aggregate limit of $2,000,000 and Personal & Advertising Injury limit of $2,000,000, written on an occurrence form.

Automobile Liability Insurance at least as broad as CA 00 01 with Code 1 (any auto), covering use of all owned, non-owned, and hired automobiles with a minimum combined single limit of $1,000,000 per occurrence for bodily injury and property damage liability.
Professional Liability Insurance covering liability imposed by law or contract arising out of an error, omission or negligent act in the performance, or lack thereof, of professional services and any physical property damage, bodily injury or death resulting there from, with a limit of not less than $1,000,000 per claim and in the aggregate. The insurance shall include a vicarious liability endorsement to indemnify, defend, and hold harmless Sutter County for claims arising out of covered professional services and shall have an extended reporting period of not less than two years. That policy retroactive date coincides with or precedes Consultant’s start of work (including subsequent policies purchased as renewals or replacements).

If the policy is terminated for any reason during the term of this Agreement, Consultant shall either purchase a replacement policy with a retroactive date coinciding with or preceding the retroactive date of the terminating policy, or shall purchase an extended reporting provision of at least two years to report claims arising from work performed in connection with this Agreement and a replacement policy with a retroactive date coinciding with or preceding the expiration date of the terminating policy.

If this Agreement is terminated or not renewed, Consultant shall maintain the policy in effect on the date of termination or non-renewal for a period of not less than two years there from. If that policy is terminated for any reason during the two year period, Consultant shall purchase an extended reporting provision at least covering the balance of the two year period to report claims arising from work performed in connection with this Agreement or a replacement policy with a retroactive date coinciding with or preceding the retroactive date of the terminating policy.

All policies of insurance shall provide for the following:

(i) Name Sutter County, members of the Board of Supervisors of Sutter County, its officers, agents and employees, as additional insureds except with respect to Workers’ Compensation and Professional Liability.

(ii) Be primary and non-contributory with respect to all obligations assumed by Consultant pursuant to this Agreement or any other services provided. Any insurance carried by Sutter County shall not contribute to, or be excess of insurance maintained by Consultant, nor in any way provide benefit to Consultant, its affiliates, officers, directors, employees, subsidiaries, parent company, if any, or agents.

(iii) Be issued by insurance carriers with a rating of not less than A VII, as rated in the most currently available “Best’s Insurance Guide.”

(iv) Include a severability of interest clause and cross-liability coverage where Sutter County is an additional insured.

(v) Provide a waiver of subrogation in favor of Sutter County, members of the Board of Supervisors of Sutter County, its officers, agents and employees.
(vi) Provide defense in addition to limits of liability.

Upon execution of this Agreement and each extension of the Term thereafter, Consultant shall cause its insurers to issue certificates of insurance evidencing that the coverages and policy endorsements required under this Agreement are maintained in force and that not less than 30 days written notice shall be given to Sutter County prior to any material modification, cancellation, or non-renewal of the policies. Certificates shall expressly confirm at least the following: (i) Sutter County’s additional insured status on the general liability, and auto liability policies; (ii) and the waiver of subrogation applicable to the workers’ compensation and professional liability policies. Consultant shall also furnish Sutter County with endorsements effecting coverage required by this insurance requirements clause. The endorsements are to be signed by a person authorized by the Insurer to bind coverage on its behalf. The certificate of insurance and all required endorsements shall be delivered to Sutter County’s address as set forth in the Notices provision of this Agreement.

All endorsements are to be received and approved by the County of Sutter before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

Unless otherwise agreed by the parties, Consultant shall cause all of its Subcontractors to maintain the insurance coverages specified in this Insurance section and name Consultant as an additional insured on all such coverages. Evidence thereof shall be furnished as Sutter County may reasonably request.

The coverage types and limits required pursuant to this Agreement shall in no way limit the liability of Consultant.


A. All work performed under this Agreement shall be performed and completed in a professional manner. All services shall be performed in the manner and according to the professional standards observed by a competent practitioner of the profession in which Consultant and any subcontractors are engaged.

B. Consultant represents and warrants that it is professionally qualified to perform the services described herein; acknowledges that County is relying upon Consultant’s qualifications to perform these services in a professional manner; and agrees that County’s full or partial acceptance of any work does not release Consultant from its obligation to perform the services in accordance with this Agreement unless County expressly agrees otherwise in writing.

C. Consultant shall not be considered to be in default because of any nonperformance caused by occurrences beyond its reasonable control. The compensation specified in Paragraph 3 may be reduced to account for such nonperformance.
13. **Responsibility of Consultant.**

A. Consultant shall be solely responsible for the quality and accuracy of its work and the work of its consultants performed in connection with this Agreement. Any review, approval, or concurrence therewith by the County shall not be deemed to constitute acceptance or waiver by the County of any error or omission as to such work.

B. Consultant shall coordinate the activities of all sub-consultants and is responsible to ensure that all work product is consistent with one another to produce a unified, workable, and acceptable whole functional product. County shall promptly notify Consultant of any defect in Consultant’s performance.

14. **Audit.** The following audit requirements apply from the effective date of this Agreement until three years after County’s final payment:

A. Consultant shall allow County’s authorized representatives reasonable access during normal business hours to inspect, audit, and copy Consultant’s records as needed to evaluate and verify any invoices, payments, and claims that Consultant submits to County or that any payee of Consultant submits to Consultant in connection with this Agreement. ‘Records’ includes, but is not limited to, correspondence, accounting records, sub-consultant files, change order files, and any other supporting evidence relevant to the invoices, payments, or claims.

B. County and Consultant shall be subject to the examination and audit of the State Auditor, at the request of County or as part of any audit of County. Such examinations and audits shall be confined to matters connected with the performance of this Agreement including but not limited to administration costs.

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

15. **Publication of Documents and Data.** Consultant may not publish or disclose to any third party any information obtained in connection with services rendered under this Agreement without the prior written consent of the County. Notwithstanding the forgoing, submission or distribution to meet official regulatory requirements, or for other purposes authorized by this agreement, shall not be construed as publication in derogation of the rights of either the County or Consultant.

16. **Employment Practices.** Consultant, by execution of this Agreement, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability, or marital status in its employment practices.

17. **Termination.** Either party shall have the right to terminate this Agreement at any time for any reason upon thirty (30) days advance written notice to the other party. Agreements exceeding the monetary limits delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Agreement was executed for the County by the Purchasing Agent, or an authorized deputy, this Agreement shall automatically terminate on the date that
the provision of services or personal property or incurring of expenses, the cumulative

total of which, exceeds fifty-thousand dollars ($50,000) for personal services contracts

or forty-five thousand dollars ($45,000) for public works contracts.

18. **Jurisdiction.** This Agreement shall be administered and interpreted under

the laws of the State of California and any action brought hereunder shall be brought in

the Superior Court in and for the County of Sutter.

19. **Compliance With Law.** Consultant shall comply with all applicable federal,

state, and local statutes, ordinances, regulations, rules, and orders, including but not

limited to those concerning equal opportunity and non-discrimination.

20. **Prevailing Wages.** To the extent that any of the work performed under this

Agreement is a "public work" within the meaning of Labor Code section 1720, subject to

the payment of prevailing wages and Labor Code Section 1771, Consultant shall cause

all such work, as applicable, to be performed as a "public work" in compliance with

California prevailing wage laws. In the event Consultant fails to do so, Consultant shall

be liable for the payment of all penalties, wages and/or damages as required by

applicable law.

21. **Conflict With Laws or Regulations/Severability.** This Agreement is subject

to all applicable laws and regulations. If any provision of this Agreement is found by any

court or other legal authority, or is agreed by the parties, to be in conflict with any code

or regulation governing its subject, the conflicting provision shall be considered null and

void. If the effect of nullifying any conflicting provision is such that a material benefit of

the agreement to either party is lost, the Agreement may be terminated at the option of

the affected party. In all other cases, the remainder of the agreement shall continue in

full force and effect.

22. **Provisions Required by Law Deemed Inserted.** Each and every provision

of law and clause required by law to be inserted in this Agreement shall be deemed to

be inserted and this Agreement shall be read and enforced as though it were included.

If through mistake or otherwise, any provision is not inserted or is not correctly inserted,

then upon application of either Party, the Agreement shall be amended to make the

insertion or correction. All references to statutes and regulations shall include all

amendments, replacements, and enactments in the subject which are in effect as of the

date of this Agreement, and any later changes which do not materially and substantially

alter the positions of the Parties.

23. **Waivers.** Waiver of a breach or default under this Agreement shall not

constitute a continuing waiver or a waiver of a subsequent breach of the same or any

other provision of this Agreement.

24. **Amendments.** Any amendments to this Agreement shall be in writing and

executed by both parties.
25. **Entire Agreement.** This Agreement, constitutes the entire Agreement between the parties for the provision of services to County by Consultant and supersedes all prior oral and written agreements and communications.

26. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.

27. **Construction.** This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply in interpreting this Agreement.

COUNTY OF SUTTER

By: __________________________
Neal Hay, P.E.
Director of Development Services

CONSULTANT

By: __________________________
Authorized Representative
Title: _________________________

APPROVED AS TO FORM:

By: __________________________
William J. Vanasek
Assistant County Counsel, Sutter County

Exhibits:
Exhibit A – Scope of Work
Exhibit B – Fee Schedule
EXHIBIT A
Scope of Work
## Estimate

### Date
9/11/2018

### Estimate #
IH-2018-14

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### Name / Address
County of Sutter  
Attn: Brenna Howell  
P.O. Box 1555  
Yuba City, CA 95992

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### Description

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<td>- Feather River at Live Oak -</td>
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<td>- Meridian Pump Station</td>
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<td>9,500.00</td>
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<td>- Byron Jackson Pump Station</td>
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<td>Order, Receive and test equipment</td>
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<td>GOES antenna, GPS and wiring at all stations</td>
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<td>Mileage Associated with Procurement, Configuration, Integration and</td>
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<td>Installation</td>
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<td>Annual Maintenance and Support for Stations and Web Software.</td>
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<td>5,700.00</td>
<td>5,700.00</td>
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<td>Includes two station visits per year, phone support and software upgrades</td>
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<td>- 1st visit will occur following the wet season to remove the</td>
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<td>equipment from Long bridge. Help prevent vandalism</td>
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<tr>
<td>- 2nd visit will occur in the late fall to evaluate the conditions of the</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>stations prior to the wet season. Also will include assembly of</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Longbridge</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>- Monthly station evaluation reports will be provided between December</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>and May</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Upgrades and phone support for WXVisual Web software</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Single Server License of WXVisual Web Visualization Software and Decode.</td>
<td>1</td>
<td>13,000.00</td>
<td>13,000.00</td>
</tr>
<tr>
<td>Includes</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Remote Installation and Configuration</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hydromet Network Operation Manual</td>
<td>1</td>
<td>4,000.00</td>
<td>4,000.00</td>
</tr>
<tr>
<td>Sales Tax</td>
<td></td>
<td>7.25%</td>
<td>3,142.88</td>
</tr>
</tbody>
</table>

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### Total
$64,337.88

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www.innovativehydrology.com  
emilie.taylor@innovativehydrology.com

EXHIBIT B

Fee Schedule
To: Sutter County Emergency Services

Whom it may concern:

The rate for Innovative Hydrology personnel providing service for preparation, integration and installation of GOES Data Collection Platforms for real-time monitoring is $110 per hour.

Matt Heggli
Water Information System Specialist
Innovative Hydrology, Inc
COUNTY OF SUTTER
OFFICE OF THE AUDITOR-CONTROLLER
BUDGET AMENDMENT/TRANSFER VOUCHER

Department  Development Services

To the Honorable Board of Supervisors:
I hereby request your approval of the following Budget Amendment:

FINANCING SOURCES

<table>
<thead>
<tr>
<th>Sutter County Water Agency</th>
<th>Sutter County Water Agency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cancellation of Obligated Fund Balance</td>
<td>$ 75,000</td>
</tr>
</tbody>
</table>

FINANCING USES

<table>
<thead>
<tr>
<th>Sutter County Water Agency</th>
<th>Sutter County Water Agency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional/Specialized Services</td>
<td>$ 75,000</td>
</tr>
</tbody>
</table>

JUSTIFICATION  (Attach Memo if Necessary)

Authorizes the cancellation of obligated fund balance and increases appropriations for professional/specialized services in the Sutter County Water Agency budget unit #0320 for the modernization of the Sutter County River Gauge Flood Monitoring Network Project.

Date  9/27/18

Department Head

To the Honorable Board of Supervisors:
Reviewed by the Auditor-Controller's Office based on the information provided by the submitting department.

Date  9/26/18  Nathan Black, CPA, Auditor-Controller

ACTION OF BOARD OF SUPERVISORS:

By  CHAIRMAN OF THE BOARD

Approved  20  Attest

FUND NAME/DEPT NAME  ACCOUNT NAME  ACCOUNT NUMBER  DEBIT AMOUNT  CREDIT AMOUNT

| Sutter County Water Agency | Cancellation of Obligated F/B | 0320 00 49995 | 75,000  |

| Sutter County Water Agency | Professional/Specialized Services | 0320 00 52180 | 75,000  |

75,000 75,000

Prepared By  Angie Borrego

Date  9/25/2018

DATA ENTRY DESCRIPTION

TRANSFER NO.  2019011

This document amends the Recommended Budget 2018-2019. Detailed transaction at the sub-department (program) level may be included on this transfer voucher for management purposes. Transactions at the sub-department level are not subject to the same level of legal control as transactions at the department level.