



BOARD OF SUPERVISORS
AGENDA LETTER

Agenda Number:

Clerk of the Board of Supervisors
105 E. Anapamu Street, Suite 407
Santa Barbara, CA 93101
(805) 568-2240

Submitted on:
(COB Stamp)

A-74

Department Name: Public Works
Department No.: 054
For Agenda Of: 03/09/2010
Placement: Administrative
Estimate Time: 5 minutes
Continued Item: NO
If Yes, date from:
Vote Required: Majority

0309-05 10-00222
TO: Board of Supervisors

FROM: Department Director: Scott D. McGolpin, Public Works Director, Ext. 3010

Contact Info: Michael B. Emmons, Deputy Director, Ext. 3034

SUBJECT: Approval of Service Contract with the City of Guadalupe

County Counsel Concurrence:

As to form/legality: ☒ Yes ☐ No ☐ N/A

Auditor-Controller Concurrence:

As to form: ☐ Yes ☐ No ☒ N/A

Recommended Action(s):

That the Board of Supervisors:

- A. Execute a service contract with the City of Guadalupe for Public Works surveying services.
- B. Authorize the appointment of Michael Emmons as City Surveyor contingent upon approval by the City Council of the City of Guadalupe.

Summary:

The City of Guadalupe is required to have a person authorized to practice land surveying in order to perform its duty under Government Code. Section 66431 of California Government Code authorizes the County Surveyor to perform any and all duties assigned to the City Engineer as they relate to land surveying if agreed to by the respective legislative bodies. The City Council of Guadalupe has approved a service contract with Public Works for surveying services which is attached as a part of the Board letter. Additionally, the City of Guadalupe has been requested to appoint Michael Emmons as City Surveyor for the purposes of acting on behalf of the City. This is a necessary action in order to be able to execute documents in that capacity.

Background:

The County Surveyor currently provides the same services to the Cities of Solvang and Goleta as approved by the Board of Supervisors. This contract is consistent with previously approved contracts except the schedule for staff hourly rates has been updated. The City of Guadalupe has approved the proposed contract at a regularly scheduled City Council meeting and the contract has been executed by the Mayor.

Fiscal and Facilities Impacts:

No significant fiscal changes are anticipated due to the minor nature of the anticipated work from the City. Work performed by County staff is billed on an hourly basis and is 100% cost recovered. There is no fiscal impact to the County.

03/09/2010

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Narrative:

Staffing Impact(s):

Legal Positions:

FTEs:

Special Instructions: Transmit a copy of the minute order to the City Manager of the City of Guadalupe and the County Surveyor.

Attachments: (list all)

None

Authored by: Melissa Mendoza

cc:

**Agreement for County Surveyor/City Engineer Services Between
The County of Santa Barbara and the City of Guadalupe**

THIS AGREEMENT, entered into between the **City of Guadalupe**, a municipal corporation in Santa Barbara County, California, hereinafter referred to as "**City**," and **COUNTY OF SANTA BARBARA**, a political subdivision of the State of California, hereinafter referred to as "**County**," and shall become effective as of the date it has been executed by both parties.

WITNESSETH:

WHEREAS, the **City**, mindful of its duties and responsibilities to protect and maintain the health, safety, and welfare of its citizens, finds it necessary to regulate and control the enforcement of surveying law, the Subdivision Map Act and other surveying duties and services within the **City**, and has determined that the best interest of the **City** would be served by having the service provided by the **County** for said purpose; and

WHEREAS, the **City** desires to obtain the services of the **County Surveyor** for the enforcement in the **City** of State laws and **City** ordinances; and

WHEREAS, pursuant to Section 66431 of the Government Code, **County** and **City** may contract for the performance by County Surveyor or the County employees of any or all functions relating to and in connection with the enforcement of surveying, land division and other pertinent laws; and

WHEREAS, the **County** is willing to perform the services of County Surveyor/City Engineer as herein defined, at the request of the **City**, upon the terms and conditions hereinafter set forth,

NOW, THEREFORE, for and in consideration of the mutual covenants, promises and agreements herein contained, the parties hereto agree as follows:

I. SERVICE: SCOPE OF SERVICE

The parties agree that the County Surveyor and County Surveyor employees shall perform, when requested in writing, those surveying services required by law of a City Engineer/County Surveyor within the City to the extent that those services would normally be performed by a City Engineer. This contract shall not cover or affect those services of the office of County Surveyor which are a legally required function of that office throughout the County, whether within incorporated areas or not. This contract shall not cover any duties of a City Engineer not involving surveying practice. All services shall be provided at the offices of the County Surveyor, 123 East Anapamu Street, Santa Barbara, CA unless other arrangements are agreed to by the parties. Services shall include, but not be limited to:

A. Subdivision Map Checking

Perform map and document review and approval for recordation of City approved projects including, but not limited to, review of Tract and Parcel Maps, Lot Line Adjustments, Voluntary Mergers, and Certificates of Compliance. Review of documents will be completed and returned to the City within 20 days of receipt unless otherwise agreed between the parties.

B. Field Services

Complete field services performed at the request of the City include, but are not limited to, preliminary, topographic, construction, geodetic control, boundary, and subsidence/monitoring surveys. Requested field services will commence within 30 days of receipt of the request unless otherwise agreed between the parties.

C. GIS/Mapping Services

At the direction of the City perform various Geographic Information System functions and mapping services including computer programming, analysis, input, report generation, and map preparation.

D. Advisory and Miscellaneous Services

1. Advise City officials and employees on surveying practice and taking all official acts required of a City Engineer/County Surveyor relating to surveying practice, land division and related official duties.
2. Upon receiving written prior notification by City, attend scheduled City Hearings.
3. Upon receiving written prior notification by City, attend scheduled court appearances or other meetings or hearings.
4. On a quarterly basis, provide the City with a detailed activity report.

II. SERVICE CHARGES TO CITY

City shall pay to the County in accordance with the following table, at an hourly rate for those services set forth in this contract, which are rendered by the County and with the consent of the City between the effective date of this agreement through June 30, 2010.

Service Charges by Position

<u>Position</u>	<u>Hourly Rate</u>
County Surveyor	\$0
Deputy County Surveyor	\$168
Survey Party Chief	\$121
Survey Specialist	\$121
Engineering Technician (I/II)	\$83
GIS Mapping Analyst	\$122
GIS Mapping Technician	\$84
Office Professional II	\$76

III. INTERPRETATION/APPLICATION OF CITY CODE AND STATE LAWS

City shall be responsible for providing legal services associated with the interpretation and prosecution of its ordinances, and defense of their content and application. The County Surveyor may consult with County Counsel and the Guadalupe City Attorney regarding the performance of the official duties of his office, including those applicable to this contract.

IV. INDEPENDENT CONTRACTOR

It is expressly understood between the parties to this contract that no employer/employee relationship is intended; the relationship of **County** to **City** being that of an independent contractor; not by way of limitation of the foregoing, however, the **City** shall advise the **County Surveyor** in the implementation and enforcement of its code pursuant to this agreement.

V. SERVICE TO PUBLIC and COMPLAINTS

The **County** shall maintain telephone service for the receipt of inquiries, calls or complaints and shall be available for such calls on all working days from 8:00 a.m. to 4:30 p.m. All services shall be provided at the offices of the County Surveyor, 123 East Anapamu Street, Santa Barbara, California unless other arrangements are agreed to by the parties.

VI. INDEMNIFICATION AND INSURANCE

A. Indemnification

1. Indemnification by County

The **County** shall indemnify, defend and hold **City**, and **City's** agents, officers and employees, harmless from and against all claims, damages, losses, causes of action and expenses, including attorneys' fees, for any personal injury, bodily injury, loss of life or damage to property, violation of any federal, state or municipal law, ordinance of constitutional provision, or other cause which arise out of, relate to, or result from the activities or omissions, negligent or otherwise, under this Agreement of **County**, and **County's** officers, and agents and employees, including performing or authorizing the performance of, or in failing to perform or authorize the performance of any work, services or functions provided for, referred to in or in any way connected with any work, services or functions to be performed under this Agreement.

2. Indemnification by City

The **City** shall indemnify, defend and hold **County** and **County's** agents, officers and employees, harmless from and against all claims, damages, losses, causes of action and expenses, including attorneys' fees, for any personal injury, bodily injury, loss of life or damage to property, violation of any federal, state or municipal law, ordinance of constitutional provision, or other cause which arise out of, relate to, or result from the activities or omissions, negligent or otherwise, under this Agreement of **City**, and **City's** officers, agents and employees.

3. No Agency

Except as other wise specified herein, for the purposes of this section, **City** shall not be deemed to be **County's** agent and **County** shall not be deemed to be **City's** agent.

4. Notification

Each party shall give the other prompt notification when it first learns of an incident or occurrence covered, or likely to be covered, under the terms of this indemnify provision, as well as prompt notification if a claim is made or suit is brought against a party based on an incident or occurrence covered, or likely to be covered, by the terms hereof.

5. Continuing Obligation

To the extent that **County** has agreed to indemnify, defend and hold harmless **City**, its officers, agents and employees under this Agreement, said obligations shall continue to exist during the term of this Agreement and subsequent to this Agreement for those acts or omissions giving rise to liability which occurred during this Agreement.

To the extent that **City** has agreed to indemnify, defend and hold harmless **County**, its officers, agents and employees under this Agreement, said obligations shall continue to exist during the term of this Agreement and subsequent to this Agreement for those acts or omissions giving rise to liability which occurred during this Agreement.

B. Insurance:

The **City** hereby recognizes that the **County** has a self-insurance program and accepts the program as providing the required general and automobile liability insurance.

Each party recognizes and accepts the other party is self-insured. Either party may purchase commercial insurance to cover its exposure hereunder, in whole or in part.

VII. RECORD KEEPING

The Office of County Surveyor shall keep records of all actions taken on behalf of the **City** under this Contract and shall maintain separate files for City of Guadalupe records in accordance with law. All funds received shall be properly accounted for and reported as required by law.

VIII. TERM OF CONTRACT

This contract shall be effective on the date it has been executed by both parties and shall terminate on June 30, 2012. If the parties have not entered into a new agreement for the services set forth herein to commence after the termination of the Agreement, the Agreement shall automatically extend for a period of not to exceed ninety (90) days from its expiration date under the same terms and conditions as are set forth in the Agreement.

IX. EARLY TERMINATION

The City or County may cancel and terminate this Agreement upon giving sixty (60) days advance written notice of such termination to the other party.

X. OWNERSHIP OF DOCUMENTS

All reports and documents prepared by County under this contract are the joint property of the City and the County.

XI. ASSIGNMENT OR TRANSFER OF CONTRACT

County shall not assign, transfer or subcontract this Agreement or any interest therein without the prior written consent of the City.

XII. SECTION HEADINGS

The section headings appearing herein shall not be deemed to govern, limit, modify or any manner affect the scope, meaning or intent of the provisions of this Contract.

XIII. INTERPRETATION

The terms and conditions of this contract shall be construed pursuant to their plain and ordinary meaning and shall not be interpreted against the maker by virtue of that party having drafted the Contract.

XIV. NOTICES

Any notices required pursuant to this Contract shall be served at the following addresses:

City Administrator
City of Guadalupe
918 Obispo St.
Guadalupe, CA 93434

Michael B. Emmons
County Surveyor
Public Works Department
123 East Anapamu
Santa Barbara, CA 93101

XV. PROJECT MANAGERS

The project managers designated by each party to this Agreement for the administration and implementation of this Agreement are:

- a. City - Dennis Delzeit, City Engineer, City of Guadalupe
- b. County - Michael B. Emmons, County Surveyor, County of Santa Barbara

XVI. MODIFICATION

This is a full and final statement of the agreement between the parties of this Contract. No modification of this Agreement shall be valid unless evidenced in writing and executed by the parties hereto.

XVII. CALIFORNIA LAW TO APPLY

This Agreement shall be construed and be in accordance with the laws of the State of California.

XVIII. COMPLIANCE WITH LAWS AND REGULATIONS

County shall comply with all State, Federal, County, City and other local laws and regulations applicable to the scope of work and services to be performed hereunder, and shall obtain all licenses and permits required by any public entity to provide the services referred to in this Agreement and be responsible for the cost of said licenses and permits.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers, on the day and year first above written.

APPROVED AS TO FORM

CITY OF GUADALUPE

By: 
City Attorney

By: 
Mayor

CONTENTS:

By: 
City Administrator

By: 
County Surveyor

ATTEST:

MICHAEL BROWN

Clerk of the Board of Supervisors

COUNTY OF SANTA BARBARA

By: _____
Deputy Clerk


By: _____
Chair, Board of Supervisors

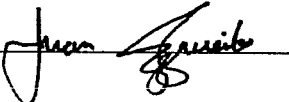
APPROVED AS TO FORM

DENNIS A. MARSHALL
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING
FORM

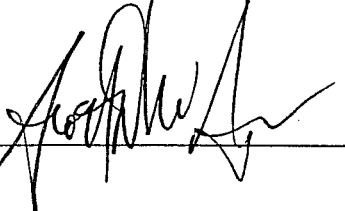
ROBERT GEIS
AUDITOR-CONTROLLER

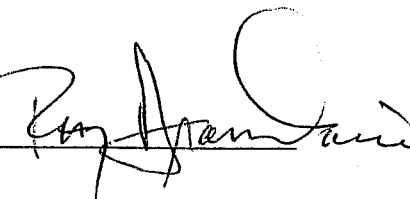
By: 
KEVIN E. READY, SR. DEP. COUNTY COUNSEL

By: 
Juan Garcia

APPROVED AS TO FORM
SCOTT D. MCGOLPIN, DIRECTOR
PUBLIC WORKS DEPARTMENT

APPROVED AS TO LIABILITY
RISK MANAGEMENT

By: 
Scott D. McGolpin

By: 
Risk Management Representative



ADMINISTRATION

City of Guadalupe
918 Obispo Street
Guadalupe, CA 93434
Tel (805) 356-3891
Fax (805) 343-5512

January 11, 2010

Michael B. Emmons
County Surveyor
Public Works Department
123 East Anapamu
Santa Barbara, CA 93101



Re: Agreement for County Surveyor/City Engineer Services between the County of Santa Barbara and the City of Guadalupe.

Dear Mr. Emmons,

Enclosed please find the agreement for County Surveyor/City Engineer services between the County of Santa Barbara and the City of Guadalupe. Once signed, please return a copy to the address above.

If you have any questions, please contact me at (805) 356-3891 or email me at juana@ci.guadalupe.ca.us

Sincerely,

Juana Merino-Escobar
Administration Assistant
City of Guadalupe

