

**SANTA MARIA RIVER BRADLEY CANYON LEVEE EXTENSION PROJECT  
CONSTRUCTION AND IMPLEMENTATION OF BRADLEY CANYON-LEVEE**

**LOCAL SPONSOR COST SHARING AGREEMENT**

THIS AGREEMENT made and entered this 21<sup>st</sup> day of August 2012, by and between the

City of Santa Maria, a municipal corporation, hereinafter referred to as "CITY";

and the

Santa Barbara County Flood Control and Water Conservation District hereinafter referred to as "DISTRICT";

Witnesseth:

**WHEREAS**, CITY and DISTRICT each have powers to investigate, finance and construct drainage improvements within their jurisdictional limits; and

**WHEREAS**, the United States Army Corps of Engineers, hereinafter referred to as "USACE," constructed the Santa Maria River Levee, hereinafter referred to as "Levee," and recently completed needed repairs on portions of the Levee; and

**WHEREAS**, CITY and DISTRICT worked cooperatively in seeking funding for the USACE to complete the needed repairs to the Levee as a major flood control facility protecting portions of CITY and unincorporated County; and

**WHEREAS**, USACE completed approximately 6.3 miles of Levee Repairs in 2011; and,

**WHEREAS**, to complete the remaining repairs needed on the Levee upstream of the CITY, an additional 3,500 feet of Levee needs similar repairs as shown on Exhibit 1; attached hereto and incorporated herein by this reference; and,

**WHEREAS**, the Santa Maria River Bradley Canyon Levee Extension Project, for completion of the extension of Reach 3, hereinafter referred to as the "Project," provides benefits to CITY and DISTRICT; and

**WHEREAS**, USACE requires a local cost share match for the Project and CITY and DISTRICT desire mutual Project coordination to ensure its successful completion;

**NOW, THEREFORE**, in consideration of the mutual promises herein, it is mutually agreed by and between the CITY and DISTRICT to coordinate the effort to complete the construction of the Project and share in the costs of the local cost share according to the following terms, provisions, limitations and conditions, and as amended in the future.

## SECTION 1. SCOPE OF SERVICES, TERM

For and during the term commencing with the execution of this agreement and continuing until completion of Project by USACE and acceptance of work by DISTRICT, the CITY and DISTRICT shall provide services and funding according to the terms, conditions and limitations provided for herein.

CITY and DISTRICT shall be obligated as follows:

### Obligations of CITY:

1. Provide incidental assistance as may be necessary in progress and construction of the improvements.
2. City shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of both parties and any attempt to assign or so transfer without such consent shall be void and without legal effect.
3. Provide 50% of the local cost share as required by USACE (currently CITY share estimated at \$1.75 million of the estimated \$3.5 million total local cost share) with such funds to be provided within 30 days of receipt of invoice from DISTRICT. Any Grant funds awarded by the State, or other party, shall be used to reduce the local cost share. The revised local cost share amount will then be funded 50% by the City and 50% by the District.
4. Provide to USACE mobilization site(s) as agreeable to CITY.
5. Provide all services described above, at no cost to the DISTRICT.

### Obligations of DISTRICT:

1. Comply with the California Environmental Quality Act as necessary for the project.
2. Execute a Local Cost Sharing Agreement, or other necessary agreements, with USACE in such form as required by USACE.
3. Execute any documents required by the State of California to receive any Grants funds the State may approve for the Project.
4. Provide 50% of the local cost share as required by USACE (currently DISTRICT share estimated at \$1.75 Million of the estimated \$3.5 million total local cost share). Any Grant funds awarded by the State, or other party, shall be used to reduce the local cost share. The revised local cost share amount will then be funded 50% by the City and 50% by the District.

5. Make payments to USACE for the local cost share as requested by USACE and upon making such payment promptly invoicing CITY for CITY's share as described above.
6. Provide such staff and professional assistance as may be necessary in the progress and construction of the improvements.
7. DISTRICT shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of both parties and any attempt to assign or so transfer without such consent shall be void and without legal effect.
8. Upon completion and acceptance of the work by the USACE and upon transfer of completed work, DISTRICT will accept ownership and maintenance responsibility for all improvements within existing Levee right-of-way.
9. Provide all services described above, at no cost to the CITY.

## SECTION 2. REIMBURSEMENT AND ACCOUNTING

The above services shall be provided by CITY and DISTRICT at their own respective expenses. Local cost share is the final actual cost of completing the work as defined by USACE through the executed cost sharing agreement with DISTRICT. DISTRICT and CITY understand that a State of California Proposition 84 Grant Application is pending and as such, any Grant funds awarded by the State, or other party, shall be used to reduce the overall local cost share amount if such use is permitted under the applicable regulations and grant agreement. The DISTRICT and CITY will then split the funding of the revised overall local cost share amount.

DISTRICT's share of the construction cost for Project shall be 50% of all local cost sharing obligations as determined in the local cost sharing agreement executed between USACE and DISTRICT (estimated at \$1.75 million less any grant funding credit). CITY's share of the construction cost for Project shall be 50% of all local cost sharing obligations as determined in the local cost sharing agreement executed between USACE and DISTRICT (estimated at \$1.75 million less any grant funding credit).

DISTRICT will invoice CITY as payment demands are made by USACE. Such invoices will be processed as needed, not more frequently than monthly.

## SECTION 3. OWNERSHIP AND MAINTENANCE

Notwithstanding the division of costs and expenses or the provision of easements and rights-of-way by CITY and DISTRICT, ownership and maintenance responsibility for the work shall be as follows: DISTRICT will own and maintain all improvements associated with the Project.

#### SECTION 4. TERM

This agreement will expire upon completion of the improvements by the USACE and final payments of the local cost share are made by the CITY and DISTRICT in accordance with this agreement. Provided, however, that if the USACE does not enter into a Project Cost Sharing Agreement with District by December 1, 2013, this agreement will terminate on that date.

#### SECTION 5. RECORDS AND STATEMENTS

The DISTRICT shall tender itemized invoices of applicable project expenses, upon standard forms, to the CITY. Parties shall keep records concerning payment items on a generally recognized period of three years following the completion of the work assigned. Such records shall be made available for copying, inspection or audit by employees or independent agents or either party during reasonable business hours.

#### SECTION 6. INDEMNITY AND DISCLAIMER

Neither DISTRICT nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. It is also agreed that, pursuant to California Government Code Section 895.4, CITY shall fully indemnify and hold DISTRICT harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.

Neither CITY nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by DISTRICT under or in connection with any work, authority or jurisdiction delegated to DISTRICT under this Agreement. It is also agreed that, pursuant to California Government Code Section 895.4, DISTRICT shall fully indemnify and hold CITY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by DISTRICT under or in connection with any work, authority or jurisdiction delegated to DISTRICT under this Agreement.

#### SECTION 7. AMENDMENT

This agreement may be amended or adjusted by the parties, from time to time, only in writing approved by both parties.

#### SECTION 8. APPLICABLE LAW

This agreement shall be subject to the Charters, laws, rules and regulations in effect within the County of Santa Barbara, and City of Santa Maria, California, and any interpretation of the law that may be necessary shall be pursuant to the laws applicable within that jurisdiction. If any provision of this agreement is determined to be invalid, illegal or unenforceable for any

reason, that provision shall be deleted from this agreement and such deletion shall in no way affect, impair, or invalidate any other provision of this agreement, unless it was material to the consideration for the performance required. If a provision is deleted which is not material to such consideration, the remaining provisions shall be given the force and effect originally intended.

#### SECTION 9. INTEGRATED AGREEMENT

This agreement constitutes the sole and entire agreement between the CITY and DISTRICT with respect to the subject matter hereof. The agreement correctly sets forth the obligations of the CITY and DISTRICT hereto each other as of the date of this agreement. All agreements or representations respecting the subject matter of this agreement not expressly set forth or referred to in this agreement are null and void.

#### ATTACHMENTS:

Exhibit 1: Map

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

DISTRICT

CITY

SANTA BARBARA COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT

CITY OF SANTA MARIA  
A municipal Corporation

By: \_\_\_\_\_  
Chair, Board of Directors

Date: \_\_\_\_\_

ATTEST:  
CHANDRA L. WALLAR  
CLERK OF THE BOARD

By: \_\_\_\_\_  
Deputy

APPROVE AS TO CONTENT:  
SCOTT D. MCGOLPIN  
PUBLIC WORKS DIRECTOR

By: \_\_\_\_\_

APPROVED AS TO FORM:  
DENNIS A. MARSHALL  
COUNTY COUNSEL

By: \_\_\_\_\_  
Deputy County Counsel

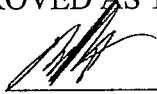
APPROVED AS TO ACCOUNTING FORM  
ROBERT W GEIS, CPA  
AUDITOR-CONTROLLER

By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:  
RAY AROMATORIO, ARM, AIC  
RISK MANAGER

By: \_\_\_\_\_

APPROVED AS TO CONTENT:

By:   
RICHARD G. SWEET, P.E.  
DIRECTOR OF UTILITIES

Date: 2/3/12

APPROVED AS TO FORM:

By:   
GIL TRUJILLO  
CITY ATTORNEY

# SANTA MARIA RIVER LEVEE BRADLEY EXTENSION

## EXHIBIT 1

SANTA MARIA RIVER

This map is for reference only. Although every effort has been made to ensure the accuracy of information, errors and conditions originating from physical sources used to develop the database may be reflected on this map. Santa Barbara County shall not be liable for any errors, omissions, or damages that result from inappropriate use of this document. No level of accuracy is claimed for the boundary lines shown hereon and lines should not be used to obtain coordinate values, bearing or distances.

### Legend

- Project Area Outline\_Bradley extension
- Santa Barbara CO owned parcels
- Assessor Parcels 2012