

COOPERATIVE AGREEMENT

THIS AGREEMENT, ENTERED INTO EFFECTIVE ON _____,
is between the State of California, acting by and through its Department of Transportation,
referred to herein as "CALTRANS," and the

SANTA BARBARA COUNTY
FLOOD CONTROL & WATER
CONSERVATION DISTRICT,
a political subdivision of the
State of California, referred to
herein as "DISTRICT".

RECITALS

1. CALTRANS and DISTRICT, collectively referred to as PARTIES, pursuant to Streets and Highways Code Sections 114, 130 and 100.25, are authorized to enter into a Cooperative Agreement for improvements to State highways within COUNTY.
2. CALTRANS and DISTRICT contemplate upgrading drainage culverts, in Santa Barbara County, in Goleta and Santa Barbara from 0.2 mile east to 0.7 mile west to Fairview Avenue Overcrossing, referred to herein as "PROJECT".
3. The Federal Emergency Management Agency (FEMA) requires a Conditional Letter of Map Revision (CLOMR) since the PROJECT results in a change to the existing FEMA flood map.
4. DISTRICT agrees to develop CLOMR on behalf of PARTIES and submit to FEMA.
5. CALTRANS agrees to contribute \$60,000 from Minor B program toward the development of CLOMR.
6. PARTIES hereto intend to define herein the terms and conditions under which CLOMR will be developed and financed. .

SECTION I

DISTRICT AGREES:

1. To collect all data needed for CLOMR and will complete all needed additional analysis and modeling per FEMA Flood Mapping requirements.

2. To develop the CLOMR on behalf of PARTIES and submit to FEMA. Additionally, when available, District will submit "As-Builts" to FEMA to demonstrate that the PROJECT was built per the plans.
3. To complete all the needed additional analysis and modeling to complete the FEMA Flood Mapping requirements including Letter of Map Revision (LOMR) should it be required at no additional cost for CALTRANS.
4. To invoice CALTRANS for \$30,000 after execution of this Agreement. Upon completion of CLOMR invoice CALTRANS for the balance of \$30,000.

SECTION II

CALTRANS AGREES:

1. To pay DISTRICT, within thirty (30) days of receipt of invoice, the amount of \$30,000, which figure represents the CALTRANS 1ST installment toward CLOMR work.
2. To pay DISTRICT, within thirty (30) days of receipt of invoice, the amount of \$30,000, which figure represents the CALTRANS 2nd and last installment upon completion of CLOMR.
3. Provide "As-Builts" to the District for CALTRANS portion of the project when they become available.

SECTION III

IT IS MUTUALLY AGREED:

1. All obligations of CALTRANS under the terms of this Agreement are subject to the appropriation of resources by the Legislature, the State Budget Act and the allocation of resources by the California Transportation Commission. If the resources are not allocated, this contract terminates.
2. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by DISTRICT, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon DISTRICT or under this agreement. It is understood and agreed that DISTRICT, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by DISTRICT its contractors, sub-contractors, and/or its agents under this Agreement.

3. Neither DISTRICT nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CALTRANS and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS or under this agreement. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless DISTRICT and all of its officers and employees from all claims, suits, or actions of every name, kind and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS and/or its agents under this Agreement.
4. This Agreement will terminate upon completion of the FEMA Flood Mapping requirements and mutual agreement between PARTIES that they have met all scope, cost, and schedule commitments included in this Agreement and have signed a cooperative agreement closure statement, which is a document signed by PARTIES that verifies termination of this Agreement. However, all indemnification, claims, legal challenges, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement.
5. This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.
6. This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.
7. All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with.
8. The parties shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. The parties shall have the right to audit and review all such documents and records at any time during regular business hours or upon reasonable notice. The parties shall participate in any audits and reviews related to this Agreement at no charge.
9. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by DISTRICT.

**STATE OF CALIFORNIA
Department of Transportation**

**SANTA BARBARA COUNTY
FLOOD CONTROL & WATER
CONSERVATION DISTRICT**
130 East Victoria Street
Santa Barbara, CA 93101

By _____
TIMOTHY M. GUBBINS
District Director

By _____
Janet Wolf, Chair,
Board of Directors

Date _____

Approved as to form & procedure:

Attest:
Mona Miyasato
County Executive Officer
Ex Officio Clerk of the Board of
Directors of the Santa Barbara
County Flood Control and Water
Conservation District

By _____
Deputy Clerk

By _____
Attorney, Department of
Transportation

Approved as to Accounting Form
Robert W. Geis
Auditor-Controller

Certified as to financial terms & conditions:

By: 
Deputy


By _____
Accounting Administrator

Recommended for Approval:
Santa Barbara County Flood &
Water Conservation District

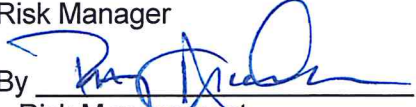
By: 
Scott D. McGolpin
Public Works Director

Certified as to funds:

By _____
Julia Bolger
District 5 Budget Manager

Approved as to Form
Michael C. Ghizzoni
By: 
Deputy County Council

Approved as to form:
Ray Aromatorio, ARM. AIC
Risk Manager

By 
Risk Management