

NOTICE OF COMPLETION AND ACCEPTANCE OF PROJECT

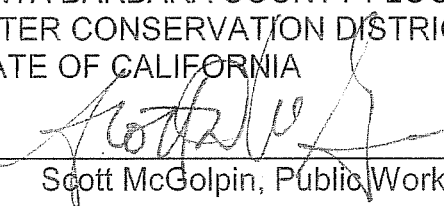
NOTICE IS HEREBY GIVEN that the Santa Barbara County Flood Control & Water Conservation District, hereinafter called "District" did on July 18, 2006 executed a Cooperative Agreement, hereby attached as Exhibit A, with the City of Santa Barbara, hereinafter called "City", to accept ownership and maintenance responsibility for certain components of the regional storm drain system constructed by the Santa Barbara Cottage Hospital as a condition of approval by the City for the Santa Barbara Cottage Hospital Seismic Retrofit and Master Plan Project which is located within the City's limits.

Pursuant to the Cooperative Agreement, it was mutually agreed upon by both parties that each agency would file a Notice of Completion and Acceptance at the completion of the project to accept ownership and maintenance of the agreed upon components of the project as described in Exhibit A.

That on the 7th of December 2007, the work called was completed by the Contractor. The District accepted the work as completed per plans and specifications and has accepted the ownership and maintenance responsibility for the components of the regional storm drain system as described in Exhibit A.

SANTA BARBARA COUNTY FLOOD CONTROL &
WATER CONSERVATION DISTRICT,
STATE OF CALIFORNIA

By: _____


Scott McGolpin, Public Works Director

SANTA BARBARA COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

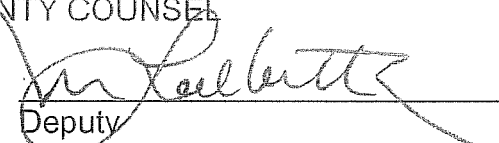
Scott McGolpin, being duly sworn, says: that he is an officer of the Santa Barbara County Flood Control & Water Conservation District, State of California; that he is authorized to make this verification for and on behalf of the District; that he has read the foregoing Notice of Completion and Acceptance of Project and knows the contents thereof; that the same is true of his own knowledge except as to those matters which are therein stated on his information or belief, and as to those matters he believes it to be true.



SCOTT MCGOLPIN
PUBLIC WORKS DIRECTOR

Subscribed and sworn to before me this 18th day of
DECEMBER, 2008.

APPROVED AS TO FORM:
STEPHEN SHANE STARK
COUNTY COUNSEL

By: 

Deputy

MICHAEL F. BROWN
CLERK OF THE BOARD

By: _____
Deputy

Exhibit A

Filed as Agreement NO. 22,029
COOPERATIVE AGREEMENT

THIS AGREEMENT, ENTERED INTO ON May 2, 2006, is between the

CITY OF SANTA BARBARA, a municipal corporation, referred to herein as "CITY",

and

Santa Barbara County Flood Control & Water Conservation District, a political subdivision of the State of California, referred to herein as "DISTRICT".

RECITALS

1. Santa Barbara Cottage Hospital, as part of its seismic retrofit and Master Plan construction, is designing and constructing a storm drainage system in City fee-owned Junipero Street (and other streets) to collect, control and discharge storm waters in the area to Mission Creek, alignment as shown in Attached Exhibit 1. Storm drainage system is hereinafter called "Project".
2. CITY has the authority to construct, establish and maintain facilities for the collection, control and discharge of storm water and drains pursuant to California Law and the Santa Barbara City Charter.
3. DISTRICT has the authority to provide facilities for the collection, control and discharge of storm water and drains in the District pursuant to the Santa Barbara County Flood Control and Water Conservation District Act (Stats. 1955, Chapter 1057, p. 2006, as amended).
4. The Project includes a reinforced concrete box culvert, transition of said box culvert to Mission Creek, drop inlets, connector pipes and laterals.

SECTION I

CITY AGREES:

1. Upon acceptance of the Project by the City Council and a filing of a Letter of Completion, to accept ownership and maintenance of drop inlets, connector pipes and lateral connections to box culvert.
2. Conditions as indicated in Exhibit 2 herein

SECTION II

DISTRICT AGREES:

1. Upon acceptance of the Project by the District's Board of Directors and a filing of a Letter of Completion, to accept ownership and maintenance of the reinforced concrete box culvert and transition of said box culvert to Mission Creek.
2. Conditions as indicated in Exhibit 2 herein.

SECTION III

IT IS MUTUALLY AGREED:

1. Nothing in the provisions of this agreement is intended to create duties or obligations to or rights in third parties not party to this agreement.

SECTION IV

INDEMNITY AND DISCLAIMER

Neither the 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 the 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 V

AMENDMENT

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

SECTION VI

APPLICABLE LAW

This Agreement shall be subject to the Charter, laws, rules, and regulations in effect within the City of Santa Barbara, County of Santa Barbara, 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 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. -

Attachments: Exhibit 1: Project Alignment
Exhibit 2: Maintenance Conditions of Removable Access Lid

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

**Santa Barbara County Flood Control
& Water Conservation District**

**City of Santa Barbara, A Municipal
Corporation**

Date: 7/18/06

Date: 6/26/06

By: Joni Gray
Chair, Board of Directors

By: J.C.R.
City Administrator

ATTEST:

Michael F. Brown
Clerk of the Board

ATTEST:

By: [Signature]
Deputy

By: [Signature]
City Clerk

APPROVED AS TO FORM:

Stephen Shane Stark
County Counsel

APPROVED AS TO CONTENT:

By: [Signature]
Deputy

By: [Signature]
CITY PUBLIC WORKS DIRECTOR

APPROVED AS TO ACCOUNTING FORM:

Robert W. Geis, C.P.A.
Auditor-Controller

APPROVED AS TO FORM:

Stephen Wiley
City Attorney

By: [Signature]
Deputy

By: [Signature]

APPROVED AS TO FORM:

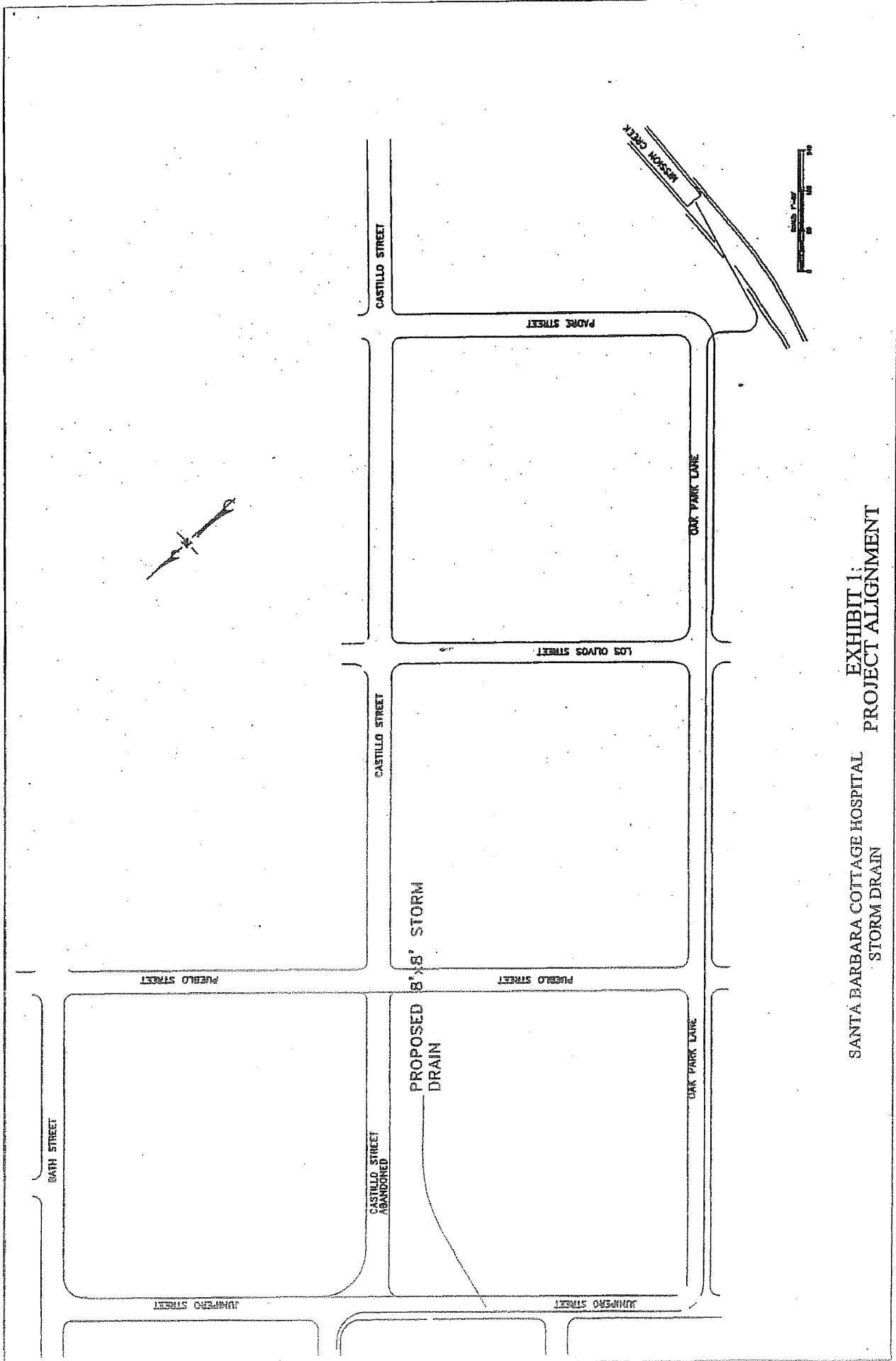
Phillip M. Demery
Public Works Director

By: [Signature]

APPROVED AS TO FORM:

Ray Aromatario
Risk Manager

By: [Signature]



SANTÁ BARBARA COTTAGE HOSPITAL
 EXHIBIT 1:
 PROJECT ALIGNMENT
 STORM DRAIN

Exhibit 2

Maintenance Conditions of Storm Drain Removable Access Lid

The County Flood Control District (District) storm drain contains a removable access lid, approximately 8' wide by 20' long, at approximately Station 22+25 of the storm drain configuration shown on drawing number C-1-4113 City of Santa Barbara (City) Plan Archives.

The location and design of the access lid to the storm drain on is such that:

- The City of Santa Barbara and the District shall both review and approve the Penfield & Smith design and plans/specifications;
- Maintenance of the storm drain lid shall be the responsibility of the District; and
- Repair of damage to roadway pavement caused only by the removal or replacement operations of the lid is the responsibility of the District.

If the lid is removed; the District shall notify City of Santa Barbara Public Works Engineering Public Counter a minimum of 3 working days in advance of lid removal for a "No Fee" Public Works Permit. The condition of the permit will not exceed the following conditions:

- Duration of road closure shall not exceed 5 working days. If work exceeds 5 working days, District shall request an extension of the "no fee" permit. The City will not withhold for the permit extension unduly;
- District shall have permission for road closure during normal construction working hours.
- District shall re-open the street to traffic during non construction hours if feasible and shall reasonably provide access for adjacent residents during non construction hours.
- District shall protect and barricade site and maintain a safe environment.
- District shall install proper WATCH transportation signage for any lane or road closures.
- District shall repair asphalt to restore to similar manner and in accordance with current Green Book Standards.
- Restoration of asphalt shall only restore area in immediate vicinity of lid removal and only such asphalt that was damaged by lid removal.

If the lid is damaged;

- It shall be replaced in a timely manner;
- Road access shall be maintained with use of steel plates or similar measure to the approval of the City.