

05-SB-101-22.3/23.2  
EA:05-1G930  
Project No. 051600001  
AGREEMENT 05 – 0296

**CLOSURE STATEMENT INSTRUCTIONS**

Did PARTIES complete all scope, cost and schedule commitments included in this AGREEMENT and any amendments to this AGREEMENT?

YES

Did CALTRANS accept and approve all final deliverables submitted by other PARTIES?

YES

Did the CALTRANS HQ Office of Accounting verify that all final accounting for this AGREEMENT and any amendments to this AGREEMENT were completed?

YES

If construction is involved, did the CALTRANS District Project Manager verify that all claims and third party billings (utilities, etc.) have been settled before termination of the AGREEMENT?

YES

Did PARTIES complete and transmit the As-Built Plans, Project History File, and all other required contract documents?

YES

If ALL answers are “YES”, this form may be used to TERMINATE this AGREEMENT.

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## **CLOSURE STATEMENT**

PARTIES agree that they have completed all scope, cost, and schedule commitments included in Agreement 05-0296 and any amendments to the agreement. The final signature date on this document terminates agreement 05-0296 except survival articles. All survival articles in agreement 05-0296 will remain in effect until expired by law, terminated or modified in writing by the PARTIES' mutual agreement, whichever occurs earlier.

The people signing this agreement have the authority to do so on behalf of their public agencies.

This AGREEMENT may be executed and delivered in counterparts, and by each PARTY in a separate counterpart, each of which when so executed and delivered shall constitute an original and all of which taken together shall constitute one and the same instrument.

The PARTIES acknowledge that executed copies of this AGREEMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals.

05-SB-101-22.3/23.2  
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Project No. 0516000001  
AGREEMENT 05 – 0296

**STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION**

**SANTA BARBARA COUNTY FLOOD  
CONTROL & WATER CONSERVATION  
DISTRICT**

\_\_\_\_\_  
Timothy M. Gubbins  
District Director

\_\_\_\_\_  
Bob Nelson, Chair  
Board of Directors

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

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

**Certified as to all financial obligations/terms and  
policies**

**ATTEST:  
MONA MIYASATO  
COUNTY EXECUTIVE OFFICER  
EX OFFICIO CLERK OF BOARD OF  
DIRECTORS OF THE SANTA BARBARA  
COUNTY FLOOD CONTROL & WATER  
CONSERVATION DISTRICT**

\_\_\_\_\_  
Cheryl Berry  
D5 Resource Manager

\_\_\_\_\_  
Deputy Clerk

**APPROVED AS TO FORM:  
SCOTT D. MCGOLPIN  
PUBLIC WORKS DIRECTOR**

DocuSigned by:  
*Scott McGolpin*

\_\_\_\_\_  
Public Works Director

**APPROVED AS TO FORM:  
MICHAEL C. GHIZZONI  
COUNTY COUNSEL**

DocuSigned by:  
*Michael C. Ghizzoni*

\_\_\_\_\_  
Deputy County Counsel

05-SB-101-22.3/23.2  
EA: 05-1G930  
Project ID: 0516000001  
Coop No. 05-0296

## COOPERATIVE AGREEMENT

THIS AGREEMENT, ENTERED INTO EFFECTIVE ON 8/6/2015,  
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 2<sup>nd</sup> 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

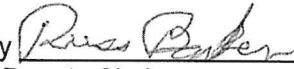
By   
TIMOTHY M. GUBBINS  
District Director

By   
Janet Wolf, Chair,  
Board of Directors  
Date 7/7/15

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

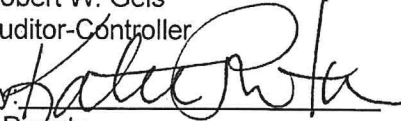
By   
Attorney, Department of  
Transportation

By   
Deputy Clerk

Certified as to financial terms & conditions:

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

By   
Accounting Administrator

By   
Deputy

Certified as to funds:

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

By   
Julia Bolger  
District 5 Budget Manager

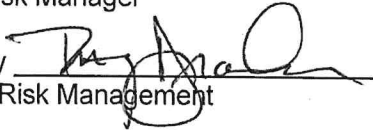
By:   
Scott D. McGolpin  
Public Works Director

Approved as to Form  
Michael C. Ghizzoni

By   
Deputy County Council

Coop No. 05-0296

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

By   
Risk Management