

JOINT EXERCISE POWERS OF AGREEMENT

THIS AGREEMENT made and entered this 10th day of August 2010 by and between City of Guadalupe, a municipal corporation, hereinafter referred to as "CITY"; and Santa Barbara County Flood Control and Water Conservation District, hereinafter referred to as "DISTRICT".

WITNESSETH THAT:

WHEREAS, CITY and DISTRICT are authorized to jointly exercise any power common to both under the Joint Exercise of Powers Act (Government Code 6500-6514); and

WHEREAS, it is in the City's and District's interest to insure that adequate flood control and drainage facilities are installed as a part of new subdivisions and other development projects; and

WHEREAS, DISTRICT has the technical knowledge and expertise in the area of flood control and drainage facilities; and

WHEREAS, CITY and DISTRICT wish to establish a cooperative procedure for the review and evaluation of the adequacy of flood control and drainage elements of subdivision plans, other development projects, and general Flood Plain Management work.

NOW, THEREFORE, it is mutually agreed by and between both parties as follows:

I. CITY SHALL:

A. Submission to District of Subdivision Maps, Etc.

Submit to DISTRICT a copy of those preliminary and tentative subdivision maps and development plans filed with CITY which, in the opinion of the CITY, requires DISTRICT review.

B. Submit to DISTRICT- a copy of all building plans for structures proposed to be built in Special Flood Hazard Areas as such areas are defined on the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps (FIRM) which are currently in effect. Together with said building plans, there shall be submitted to DISTRICT the following documents and information:

1. site plans for proposed buildings, showing location of all buildings, structures, and other facilities to be placed or constructed on parcel, and giving all necessary measurements to locate such structures and facilities in relation to each other and in relation to the exterior boundaries of the parcel;
2. plans showing the proposed first floor and basement elevations for all buildings to be constructed or placed on the parcel;
3. such other documents and information as DISTRICT may require to make

recommendations and determinations provided for in subparagraphs (A) and (B) of paragraph II of this agreement.

C. Submit to DISTRICT a copy of all construction and improvement plans for proposed developments that have received CITY approval within CITY'S boundaries. Together with said plans there shall be submitted to DISTRICT the following documents and information:

1. plan and profile drawings;
2. detail sheets;
3. grading plans;
4. engineering and other calculations relating to drainage facilities and flood hazards of the proposed construction or development;
5. such other documents as DISTRICT may require to make the determination provided for in subparagraph (B) of paragraph II of this Agreement.

D. Submit to DISTRICT a copy of all final subdivision maps filed within CITY'S boundaries.

E. Time for Submission of Maps and Plans

Submit to the DISTRICT plans and maps referred to in subparagraph A of section I, above, not less than ten (10) days before such plans and maps are, or are scheduled to be, considered by the CITY'S Subdivision Committee or other Committee performing the same or similar functions as the CITY'S Subdivision Committee.

F. Submit to the DISTRICT plans and related data referred to *in* subparagraph B of section I, above, not less than seven (7) working days before a building permit is issued authorizing construction of the building or other structure described in the plans.

G. Submit to DISTRICT plans referred to in subparagraph C of I, above, before any construction or development work under said plans is commenced.

H. Submit to DISTRICT plans referred to in subparagraph D of paragraph I, above, not less than ten (10) working days before said map is, or is scheduled to be, considered by CITY's governing body.

II. DISTRICT SHALL:

A. District Review of Plans and Reports

Review maps and plans submitted pursuant to provisions of subparagraphs A and B of paragraph I of this agreement. Staff shall prepare written report or Condition Letter containing such comments and recommendations relating to the flood control and drainage elements of such maps or plans, and related- flood control considerations, as DISTRICT's staff may deem appropriate. If considered appropriate by DISTRICT's staff, the report shall contain recommended conditions to be imposed by CITY as a prerequisite to approval by CITY of the maps or plans and any construction or improvements based thereon. The report provided 'for in this subparagraph shall be

submitted to CITY within ten (10) days after the receipt by DISTRICT of the maps or plans which are the subject of the report.

- B. Review maps and plans referred to in subparagraphs B and C of section I of this agreement. If DISTRICT staff determines that the flood control elements embodied within said plans meets current DISTRICT flood control standards, as defined by the current edition of the DISTRICT's Development Policy and Standards, and the CITY's Flood Plain Management Ordinance, DISTRICT's staff shall mark said plans "REVIEWED". It is understood and agreed that such approval signifies only that the flood control elements of said plan meet DISTRICT's flood control design and construction standards; and such approval does not indicate that DISTRICT has reviewed or approved any other portion or aspect of said plans. If not approved, the plans, shall be marked "NOT APPROVED". In either event, the plans shall be returned to CITY within 7 days after receipt thereof by DISTRICT of plans submitted pursuant to subparagraph B of paragraph I of this agreement and within 14 days after receipt thereof by DISTRICT of plans submitted pursuant to subparagraph C of paragraph I of this agreement. .
- C. Review maps referred to *in* subparagraph D of paragraph I of this agreement, and within 14 days after receipt of said maps shall notify CITY in writing whether or not the map conforms to the tentative map for said subdivisions theretofore approved.
- D. Respond to requests for Flood Hazard Determinations on property within the CITY boundaries as requested by property owners, lenders, or other entities in need of determining location of properties in relation to 100 year flood plains. Make available to the public Elevation certificates for Flood Insurance purposes.
- E. Assist the CITY with other services to relating to Flood Plain Management as requested by the CITY, and as available and agreed to by DISTRICT. The services may include but are not limited to; requesting Flood Map restudies, review of applications for modifications to existing Flood Plains and Floodways, meet with the Federal Emergency Management Agency (FEMA) regarding CITY Flood Plain issues, and preparing applications for the Community Rating System (CRS).

III. IT IS MUTUALLY UNDERSTOOD AND AGREED:

A. Fees Payable to DISTRICT

CITY shall pay or cause to be paid to DISTRICT for its review of each plan, map, or service referred to in paragraphs I and II of this agreement a sum of money equal to the fee charged by DISTRICT for similar services rendered by DISTRICT in connection with subdivisions, buildings or developments in unincorporated areas in the County. The amount payable to DISTRICT under this paragraph shall be paid when the plans or maps are submitted to DISTRICT for review, or paid at the time for submittal for plan checking. All work performed by DISTRICT, which does not have a specific itemized fee in the DISTRICT's fee schedule, such as those item in Section II subparagraph E above, shall be paid based on the actual time spent on the work times the current hourly rate on file with the DISTRICT. DISTRICT shall be under no obligation to review or plan check said plans or maps or perform any other services in connection therewith unless the money required to be paid to DISTRICT under this paragraph is paid at the time specified herein.

B. Maintenance of Facilities

Nothing in this agreement imposes on DISTRICT a duty to maintain, repair or improve any structures, facilities or improvements made or constructed in accordance with, or in connection with, any plans or maps reviewed or approved by DISTRICT under this agreement. The City and DISTRICT understand that the DISTRICT will maintain facilities within the CITY which are under DISTRICT fee ownership, or DISTRICT easement.

Where deemed in the interest of the community, the DISTRICT may recommend dedication of easements to the DISTRICT for future maintenance of existing or proposed facilities.

- C. The DISTRICT and CITY understand that the services provided by the DISTRICT to the CITY are recommendations based on the experience of the DISTRICT. The function of the CITY's Flood Plain Manager remains with the City Manager and thus the authority to make all final decisions remains with the CITY.

D. Indemnity

The DISTRICT shall hold harmless the CITY, its officers, agents and employees from and against any claims, losses or expenses resulting from any negligent or wrongful act or omission of the DISTRICT, its officers, agents, and employees in acting upon or in connection with matters contemplated by this agreement.

The CITY shall hold harmless the DISTRICT, its officers, agents and employees from and against any claims, losses or expenses resulting from any negligent or wrongful act or omission of the CITY, its officers, agents, and employees *in* acting upon or in connection with matters contemplated by this agreement.

E. Terms of Agreement


This agreement shall become effective on the date of its execution by all parties hereto and shall continue in effect for an indefinite period of time thereafter; provided that this agreement may be terminated by each party hereto by giving to the other party a written notice of termination not less than thirty (30) days prior to the date on which the agreement shall terminate; provided, further, that the this agreement shall not abrogate any obligation of any party resulting from acts or omissions which have occurred prior to the date of termination.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of this _____ day of _____ 2010.

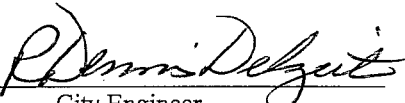
CITY OF GUADALUPE

ATTEST:

By: 
City Clerk

By: 
Mayor

APPROVED AS TO CONTENT:

By: 
City Engineer

APPROVED AS TO FORM:

By: 
City Attorney

SANTA BARBARA COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

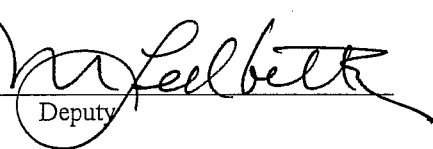
SANTA BARBARA COUNTY FLOOD
CONTROL & WATER CONSERVATION DISTRICT

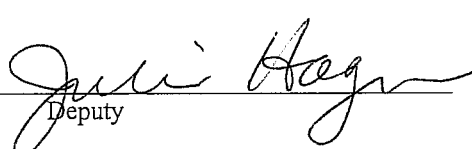
By: _____
Deputy

By: _____
Chair, Board of Directors

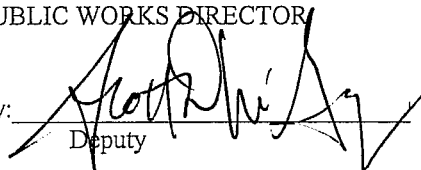
APPROVED AS TO FORM:
DENNIS MARSHALL
COUNTY COUNSEL

APPROVED AS TO FORM:
ROBERT W. GEIS
AUDITOR-CONTROLLER

By: 
Deputy

By: 
Deputy

APPROVED AS TO CONTENT:
SCOTT MCGOLPIN
PUBLIC WORKS DIRECTOR

By: 
Deputy