



**Agreement to Provide Public Works  
Administration Services**

**Between**

**County of Santa Barbara**

**And**

**City of Carpinteria**

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## AGREEMENT TO PROVIDE PLANNING SERVICES

**THIS AGREEMENT** (hereafter "Agreement") is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY), and the City of Carpinteria, an incorporated city (hereafter CITY), wherein COUNTY agrees to provide and CITY agrees to accept the services specified in the exhibits attached hereto and incorporated by reference.

**WHEREAS**, the CITY has requested COUNTY, to provide Public Works administration services, as set forth more fully in the Exhibit attached hereto and incorporated by reference; and,

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **DESIGNATED REPRESENTATIVE.** The designated representatives for CITY and COUNTY shall be set forth in the exhibits hereto. The listed representatives in each exhibit shall be for the purposes of administration of the services in that exhibit only. Changes in designated representatives shall be made only after advance written notice to the other party.

2. **NOTICES.** Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, postage prepaid, or otherwise delivered to the contact parties specified in each exhibit. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail.

### 3. **SCOPE OF SERVICES.**

A. COUNTY agrees to provide Public Works Administration services to CITY in accordance with Exhibit A attached hereto and incorporated herein by this reference. Additional services may be contracted for by the amendment of this paragraph to incorporate additional Exhibits by reference.

B. Both parties acknowledge their continuing need for separate legal advice as to the programs and projects to be administered hereunder. City shall consult with counsel as required to ensure that these programs and projects meet City's needs, protect City's interests and comply with applicable laws. CITY shall be solely responsible for the legal work associated with the interpretation and prosecution of its ordinances, and defense of their content and application.

C. City shall undertake all processes required by law for the award of contracts for environmental documents and other services including but not limited to public bidding, and evaluation of consultants' qualification and competence, and shall advise County of any actions required to comply with the law or protect City's interests. City acknowledges that this agreement does not obligate County to provide any legal advice whatsoever to City.

D. City acknowledges that it has requested that County provide no legal services to CITY and that when the Energy Division acting in their capacity as contractors to the CITY require legal advice or approval of documents, it shall be the responsibility of CITY to provide that advice. Any need for consultation or rendering of opinions by the City Attorney will be arranged through the City Manager and COUNTY shall not be liable for any loss or damages which may

accrue as a result of delay or failure in communication, whether between CITY and COUNTY or otherwise.

4. **TERM**

A. **Basic Term.** The term of this agreement shall commence November 11, 2008 and continue through February 11, 2009, a three (3) month term, expiring on February 11, 2009, unless sooner terminated pursuant to paragraph 10, below, or extended as described in Paragraph 4.B.

B. **Extended Term.** The term of this Agreement may be extended for successive periods of 30 days if the Designated Representatives of both parties determine to so extend the term and written notice of such extension is given to the other party at least seven (7) days prior to expiration. The extended terms shall be referred to as First Extended Term, Second Extended Term, et cetera.

5. **COMPENSATION OF COUNTY.** COUNTY shall be paid for performance under this Agreement in accordance with the terms of the exhibit attached hereto and incorporated herein by reference.

6. **INDEMNIFICATION AND INSURANCE.** CITY and COUNTY agree to defend, indemnify and save harmless the other party and to procure and maintain insurance in accordance with the provisions of **Exhibit "B,"** attached hereto and incorporated herein by reference.

7. **INDEPENDENT CONTRACTOR.** It is expressly understood between the parties to this contract that no employer/employee relationship is intended; the relationship of COUNTY to CITY being that of an independent contractor and CITY and COUNTY retain sole and independent liability for the actions of the employees of each.

8. **NONEXCLUSIVE AGREEMENT.** CITY acknowledges that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with other Santa Barbara County cities and/or other agencies to provide the same or similar services.

9. **ASSIGNMENT.** Neither CITY nor COUNTY shall assign any of its rights or transfer any of its obligations under this Agreement without the prior written consent of the other party and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

10. **TERMINATION.** This Agreement may be terminated as follows:

A. **By COUNTY.** COUNTY may terminate this Agreement in whole or in part at any time, whether for COUNTY'S convenience or because of the failure of CITY to fulfill the obligations as set forth herein.

1. **For Convenience.** COUNTY may terminate this Agreement upon fourteen (14) days written notice. Upon the date of termination, COUNTY shall cease work and notify CITY as to the status of its performance.

2. **For Cause.** Should COUNTY believe that CITY has defaulted in the performance of this Agreement or materially breached any of its provisions, COUNTY may notify CITY of such default or material breach. CITY shall have thirty (30) days to correct or amend such default or material

breach, and if CITY fails to do so, COUNTY may, at COUNTY'S sole option, terminate this Agreement by written notice, which shall be effective upon receipt by CITY.

B. By CITY. CITY may terminate this Agreement in whole or in part at any time, whether for CITY'S convenience or because of the failure of COUNTY to fulfill the obligations as set forth herein.

1. For Convenience. CITY may terminate this Agreement upon fourteen (14) days written notice. COUNTY shall be entitled to payment for services rendered through the termination date including any prorated amount of compensation due hereunder less payments, if any, previously made.

2. For Cause. Should CITY believe that the COUNTY has defaulted in the performance of this Agreement or materially breached any of its provisions, CITY may notify COUNTY of such default or material breach. COUNTY shall have thirty (30) days to correct or amend such default or material breach, and if COUNTY fails to do so, CITY may, at CITY'S sole option, terminate this Agreement by written notice, which shall be effective upon receipt by COUNTY.

Notwithstanding any other payment provision of this Agreement, CITY shall pay COUNTY for service performed to the date of termination.

11. **SECTION HEADINGS.** The section headings, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

12. **SEVERABILITY.** 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.

13. **REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to COUNTY or CITY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

14. **NO WAIVER OF DEFAULT.** No delay or omission of COUNTY or CITY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY or CITY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY or CITY.

15. **ENTIRE AGREEMENT AND AMENDMENT.** In conjunction with the matters considered herein, this Agreement, its several exhibits and other documents incorporated herein by reference, contain the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

16. **SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

17. **COMPLIANCE WITH LAW.** COUNTY and CITY shall, each at its sole cost and expense, comply with all County, State and Federal ordinances, regulations and / or statutes now in force or which may hereafter be in force with regard to the Agreement. The judgment of any court of competent jurisdiction, or the admission of CITY or COUNTY in any action or proceeding against CITY or COUNTY, whether CITY or COUNTY is a party thereto or not, that CITY or COUNTY has violated any such ordinance, regulation and / or statute, shall be conclusive of the fact as between CITY and COUNTY.

18. **CALIFORNIA LAW.** This Agreement shall be governed by the laws of the State of California

19. **EXECUTION OF COUNTERPARTS.** 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.

20. **AUTHORITY.** All 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. Furthermore, by entering into this Agreement, CITY and COUNTY each hereby warrant that they shall not have breached the terms or conditions of any other contract or agreement to which CITY or COUNTY may be obligated, which breach would have a material effect hereon.

21. **PRECEDENCE.** In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in this Agreement. In the event of conflict between the provisions contained in the numbered sections of this Agreement, Exhibits and subsequent contract Amendments, the most current contract Amendment shall prevail over the provisions, Exhibits and/or prior Amendments.

22. **REPRESENTATION BY COUNSEL** The parties hereto acknowledge that both have been represented by counsel and have participated in the drafting of this agreement and that therefore no ambiguity or inconsistency in the wording of this agreement should be construed to the detriment of either party because of their status as a drafter of this agreement.

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IN WITNESS WHEREOF, the parties have executed this Agreement to be effective \_\_\_\_\_, 2008 after it is fully executed by the appropriate City, then COUNTY officials.

COUNTY OF SANTA BARBARA

CITY OF CARPINTERIA

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

Chair, Board of Supervisors

By:

MAYOR

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

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

ATTEST:  
MICHAEL F. BROWN,  
CLERK OF THE BOARD

CITY CLERK  
ATTESTATION

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

By:

Deputy

APPROVED AS TO FORM:  
STEPHEN SHANE STARK  
COUNTY COUNSEL

CITY OF CARPINTELA  
CITY ATTORNEY

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

By:

Deputy County Counsel

APPROVED AS TO FORM:

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

Risk Manager

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

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