

**SANTA BARBARA COUNTY
BOARD AGENDA LETTER**



Clerk of the Board of Supervisors
105 E. Anapamu Street, Suite 407
Santa Barbara, CA 93101
(805) 568-2240

Agenda Number:
Prepared on: 2/14/05
Department Name: Public Works
Department No.: 054
Agenda Date: 3/15/05
Placement: Administrative
Estimate Time: Staff - None Required
Continued Item: NO
If Yes, date from:

TO: Board of Supervisors

FROM: Phillip M. Demery
Public Works Director

STAFF CONTACT: Michael B. Emmons, x3012
County Surveyor

SUBJECT: Approval of Service Contract with the City of Solvang

Recommendation(s):

That the Board of Supervisors:

1) Adopt the addendum to agreement extending the current contract indefinitely for County Surveyor/City Engineer services between the County of Santa Barbara and the City of Solvang.

Alignment with Board Strategic Plan:

The recommendation(s) are primarily aligned with actions required by law or by routine business necessity.

Executive Summary and Discussion:

The County of Santa Barbara executed a service contract with the City of Solvang to provide City Engineer/Surveyor services in January 2003. The term of the original contract expired on June 30, 2003 and has not been renewed. The City of Solvang wishes to retain the County Surveyor as City Surveyor and have County staff provide surveying services upon request by the City. The cost for such services will be billed at the appropriate Board of Supervisor approved rate and the term of the agreement will be indefinite, terminated with 30 day notice by either party for any reason. The City of Solvang approved the addendum on November 22, 2004 and its regularly schedule Council meeting.

Mandates and Service Levels:

No change in programs or service levels are expected.

Fiscal and Facilities Impacts:

Funds were allocated in the 2004/05 budget to provide surveying services to cities. No significant fiscal changes are anticipated. Work performed by County staff will be 100% recoverable from the City at Board approved billing rates. There is no fiscal impact to the County.

Special Instructions:

Transmit a copy of the approved minute order to the City Manager for the City of Solvang and the County Surveyor.

Concurrence:

County Counsel
Auditor
Risk Management

Agreement for County Surveyor/City Engineer Services Between
the County of Santa Barbara and the City of Solvang

THIS AGREEMENT, entered into this ____ day of _____, 2003, between the **City of Solvang**, a municipal corporation in Santa Barbara County, California, hereinafter referred to as "**City**", and **COUNTY OF SANTA BARBARA**, a body politic, hereinafter referred to as "**County**",

WITNESSETH:

WHEREAS, the **City**, mindful of its duties and responsibilities to protect and maintain the health, safety, and welfare of its citizens, finds it necessary to regulate and control the enforcement of surveying law, the Subdivision Map Act and other surveying duties and services within the **City**, and has determined that the best interest of the **City** would be served by having the service provided by the **County** for said purpose; and

WHEREAS, the **City** desires to obtain the services of the **County Surveyor** for the enforcement in the **City** of State laws and **City** ordinances; and

WHEREAS, pursuant to Section 66431 of the Government Code, **County** and **City** may contract for the performance by County Surveyor or the County employees of any or all functions relating to and in connection with the enforcement of surveying, land division and other pertinent laws; and

WHEREAS, the **County** is willing to render the service of County Surveyor/City Engineer as herein defined, within the **City**, upon the terms and conditions hereinafter set forth,

NOW, THEREFORE, for and in consideration of the mutual covenants, promises and agreements herein contained, the parties hereto agree as follows:

I. SERVICE: SCOPE OF SERVICE

The parties agree that the **County Surveyor and County Surveyor employees** shall perform those surveying services required by law of a City Engineer/County Surveyor within the **City** to the extent that those services would normally be performed by a City Engineer. This contract shall not cover or affect those services of the office of County Surveyor which are a legally required function of that office throughout the County, whether within incorporated areas or not. This contract shall not cover any duties of a City Engineer not involving surveying practice. All services shall be provided at the offices of the County Surveyor, 123 East Anapamu Street, Santa Barbara, CA unless other arrangements are agreed to by the parties. Services shall include, but not be limited to:

A. Subdivision Map Checking

Perform map and document review and approval for recordation of **City** approved projects including, but not limited to, review of Tract and Parcel Maps, Lot Line Adjustments, Voluntary Mergers, and Certificates of Compliance. Review of documents will be completed and returned to the **City** within 20 days of receipt unless otherwise agreed between the parties.

B. Field Services

Complete field services performed at the request of the **City** include, but are not limited to, preliminary, topographic, construction, geodetic control, boundary, and subsidence/monitoring surveys. Requested field services will commence within 30 days of receipt of the request unless otherwise agreed between the parties.

C. GIS/Mapping Services

At the direction of the **City** perform various Geographic Information System functions and mapping services including computer programming, analysis, input, report generation, and map preparation.

D. Advisory and Miscellaneous Services

1. Advise **City** officials and employees on surveying practice and taking all official acts required of a City Engineer/County Surveyor relating to surveying practice, land division and related official duties.
2. Upon receiving written prior notification by **City**, attend scheduled **City** hearings.
3. Upon receiving written prior notification by **City**, attend scheduled court appearances or other meetings or hearings.
4. On a quarterly basis, provide the **City** with a detailed activity report.

II. SERVICE CHARGES TO CITY

City shall pay to the **County** in accordance with the following table, at an hourly rate for those services set forth in this contract, which are rendered by the **County** and with the consent of the **City** between December 1, 2002 through June 30, 2003 in contemplation of entering into this contract. Invoicing will be done on a monthly basis. Reimbursement for services rendered will be paid within thirty (30) days of receipt of invoice.

Service Charges by Position

<u>Position</u>	<u>Hourly Rate</u>
County Surveyor	\$87.75
Deputy County Surveyor (Field)	\$69.50
Deputy County Surveyor (Office)	\$68.75
Survey Party Chief (Field)	\$60.50
Survey Specialist (Office)	\$62.25
Engineering Technician (Field)	\$47.50
Engineering Technician (Office)	\$54.00
CAD Mapping Technician	\$50.50

III. INTERPRETATION/APPLICATION OF CITY CODE AND STATE LAWS

City shall be responsible for the legal work associated with the interpretation and prosecution of its ordinances, and defense of their content and application. The County Surveyor may consult with County Counsel and the Solvang City Attorney regarding the performance of the official duties of his office, including those applicable to this contract.

IV. 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; not by way of limitation of the foregoing, however, the **City** shall advise the **County Surveyor** in the implementation and enforcement of its code pursuant to this agreement.

V. SERVICE TO PUBLIC and COMPLAINTS

The **County** shall maintain telephone service for the receipt of Inquiries, calls or complaints and shall be available for such calls on all working days from 8:00 a.m. to 4:30 p.m. All services shall be provided at the offices of the County Surveyor, 123 East Anapamu Street, Santa Barbara, CA unless other arrangements are agreed to by the parties.

VI. INDEMNIFICATION AND INSURANCE

A. Indemnification

1. Indemnification by County

The **County** shall indemnify, defend and hold **City**, and **City's** agents, officers and employees, harmless from and against all claims, damages, losses, causes of action and expenses, including attorneys' fees, for any personal injury, bodily injury, loss of life or damage to property, violation of any federal, state or municipal law, ordinance of constitutional provision, or other cause which arise out of, relate to, or result from the

activities or omissions, negligent or otherwise, under this Agreement of **County**, and **County's** officers, agents and employees, including performing or authorizing the performance of, or in failing to perform or authorize the performance of any work, services or functions provided for, referred to in or in any way connected with any work, services or functions to be performed under this Agreement.

2. Indemnification by City

The **City** shall indemnify, defend and hold **County**, and **County's** agents, officers and employees, harmless from and against all claims, damages, losses, causes of action and expenses, including attorneys' fees, for any personal injury, bodily injury, loss of life or damage to property, violation of any federal, state or municipal law, ordinance of constitutional provision, or other cause which arise out of, relate to, or result from the activities or omissions, negligent or otherwise, under this Agreement of **City**, and **City's** officers, agents and employees.

3. No Agency

Except as otherwise specified herein, for the purposes of this section, **City** shall not be deemed to be **County's** agent and **County** shall not be deemed to be **City's** agent.

4. Notification

Each party shall give the other prompt notification when it first learns of an incident or occurrence covered, or likely to be covered, under the terms of this indemnify provision, as well as prompt notification if a claim is made or suit is brought against a party based on an incident or occurrence covered, or likely to be covered, by the terms hereof.

5. Related Agreements

These indemnification provisions shall apply to and shall be deemed to be a part of all agreements now existing or hereafter entered into, including amendments, renewals, or other extensions thereof, wherein **City** and **County** have contracted under circumstances wherein the liability of **City** and **County** is joint and several. The provisions of this indemnification paragraph shall supersede and control over and other provisions inconsistent therewith in any such contract, heretofore and hereafter entered into by and between the parties hereto.

6. Continuing Obligation

To the extent that **County** has agreed to indemnify, defend and hold harmless **City**, its officers, agents and employees under this Agreement, said

obligations shall continue to exist during the term of this Agreement and subsequent to this Agreement for those acts or omissions giving rise to liability which occurred during this Agreement.

To the extent that **City** has agreed to indemnify, defend and hold harmless **County**, its officers, agents and employees under this Agreement, said obligations shall continue to exist during the term of this Agreement and subsequent to this Agreement for those acts or omissions giving rise to liability which occurred during this Agreement.

B. Insurance:

The **City** hereby recognizes that the **County** has a self-insurance program and accepts the program as providing the required general and automobile liability insurance.

Each party recognizes and accepts the other party is self-insured. Either party may purchase commercial insurance to cover its exposure hereunder, in whole or in part.

VII. RECORD KEEPING

The Office of County Surveyor shall keep records of all actions taken on behalf of the **City** under this Contract and shall maintain separate files for City of Solvang records in accordance with law. All funds received shall be properly accounted for and reported as required by law.

VIII. TERM OF CONTRACT

This contract shall be effective on execution and shall terminate on June 30, 2003. If the parties have not entered into a new agreement for the services set forth herein to commence after the termination of the Agreement, the Agreement shall automatically extend for a period of not to exceed ninety (90) days from its expiration date under the same terms and conditions as are set forth in the Agreement together with CPI increase (based on all urban consumers: Los Angeles, Anaheim, Riverside, etc.) in service charges payable to the **County** by the **City**, unless thirty (30) days prior to such expiration date either of the parties notifies the other in writing that such extension is not accepted.

IX. EARLY TERMINATION

The **City** or **County** may cancel and terminate this Agreement upon giving sixty (60) days advance written notice of such termination to the other party.

X. OWNERSHIP OF DOCUMENTS

All reports and documents prepared by **County** under this contract are the joint property of the **City** and the **County**.

XI. ASSIGNMENT OR TRANSFER OF CONTRACT

County shall not assign, transfer or subcontract this Agreement or any interest therein without the prior written consent of the **City**.

XII. SECTION HEADINGS

The section headings appearing herein shall not be deemed to govern, limit, modify or any manner affect the scope, meaning or intent of the provisions of this Contract.

XIII. INTERPRETATION

The terms and conditions of this contract shall be construed pursuant to their plain and ordinary meaning and shall not be interpreted against the maker by virtue of that party having drafted the Contract.

XIV. NOTICES

Any notices required pursuant to this Contract shall be served at the following addresses:

Ken Palmer, Mayor
City of Solvang
1644 Oak Street
Solvang, CA 93463

Michael Emmons, County Surveyor
Public Works Department
123 East Anapamu
Santa Barbara, CA 93101

XV. PROJECT MANAGERS

The project managers designated by each party to this Agreement for the administration and implementation of this Agreement are:

- a. **City** - Marlene Demery, City Manager, City of Solvang
- b. **County** Michael Emmons, County Surveyor, County of Santa Barbara

XVI. MODIFICATION

This is a full and final statement of the agreement between the parties of this Contract. No modification of this Agreement shall be valid unless evidenced in writing and executed by the parties hereto.

XVII. CALIFORNIA LAW TO APPLY

This Agreement shall be construed and be in accordance with the laws of the State of California.

XVIII. COMPLIANCE WITH LAWS AND REGULATIONS

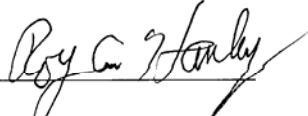
County shall comply with all State, Federal, County, City and other local laws and regulations applicable to the scope of work and services to be performed hereunder, and shall obtain all licenses and permits required by any public entity to carry out the terms of this Agreement and be responsible for the cost of said licenses and permits.

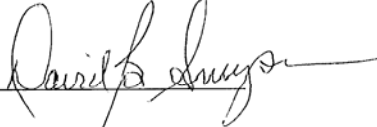
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IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers, on the day and year first above written.

APPROVED AS TO FORM

CITY OF SOLVANG

By 
City Attorney

By 
Mayor

CONTENTS:

By 
City Manager

By _____
County Surveyor

ATTEST:
MICHAEL BROWN
Clerk of the Board of Supervisors

COUNTY OF SANTA BARBARA

By _____
Deputy Clerk

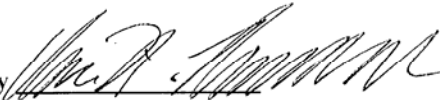
By _____
Chair, Board of Supervisors

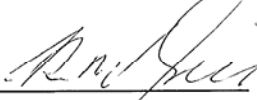
APPROVED AS TO FORM

APPROVED AS TO ACCOUNTING
FORM

STEPHEN STARK
COUNTY COUNSEL

ROBERT GEIS
AUDITOR-CONTROLLER

By 

By 

APPROVED AS TO FORM
PHILLIP DEMERY, DIRECTOR
PUBLIC WORKS DEPARTMENT

APPROVED AS TO LIABILITY
RISK MANAGMENT

By _____

By 