

## **Agreement for County Surveyor Services between the County of Santa Barbara and the City of Santa Barbara**

This AGREEMENT, entered into between the City of Santa Barbara, a municipal corporation in Santa Barbara County, California, hereinafter referred to as "City", and County of Santa Barbara, a political subdivision of the State of California, hereinafter referred to as "County", and shall become effective as of the date it has been executed by both parties.

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 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. SCOPE OF SERVICE**

The parties agree that the County Surveyor and County Surveyor employees shall perform, when requested in writing, 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 Act Related Services**

Perform map and document technical review, preparation of legal descriptions, and approval for recordation of City approved projects including, but not limited to, review of Parcel and Final

Maps, Lot Line Adjustments, Voluntary Mergers, Certificates of Correction, Records of Survey, and Certificates of Compliance. Review of documents will be completed and returned to the City, within 40 calendar days of receipt unless otherwise agreed between the parties.

**B. 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.

**C. Advisory and Miscellaneous Services**

- I. Advise City officials and employees on surveying practice and taking all official acts required of a 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 current County Fee Resolution and 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 the effective date of this agreement through June 30, 2016. Invoicing will be done on a monthly basis. Reimbursement for services rendered will be paid within thirty (30) calendar days of receipt of invoice. The service charges to the City associated with this agreement shall not exceed \$35,000 per fiscal year.

**Service Charges by Position**

<u>Position</u>	<u>Hourly Rate</u>
County Surveyor	\$192.00
Deputy County Surveyor	\$192.00
Survey Specialist	\$138.00
Mapping GIS Analyst	\$140.00



## **EXPEDITED PROCESSING**

EXPEDITED PROCESSING is a voluntary process whereby the applicant can request that a Record of Survey or any project subject to regulation by the City Code be reviewed by a qualified county contractor or regular county employee on overtime as selected by the County Surveyor. This request must be made in writing.

EXPEDITED PROCESSING COST: Any project that is subject to this section will require 1 ½ (one and one-half) times the initial fee for FIXED FEE projects or will be processed at 1 ½ (one and one-half) times the normal hourly approved billing rate of county staff processing the project for DEPOSIT based projects. All indirect costs will also be paid (overnight mail, etc.) by the applicant. Qualified contractors will be considered to be billed at the same hourly rate as county staff.

### **III. INTERPRETATION/APPLICATIONS 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 Santa Barbara 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. 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 here under, 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 of City of Santa Barbara records in accordance with law. All funds received shall be properly accounted for and reported as required by law.

**VIII. TERMS OF CONTRACT**

This contract shall be effective on execution and shall terminate on June 30, 2016. 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) calendar 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) calendar 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 thirty (30) calendar 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 TRANSFOR OF CONTRACT**

Country shall not assign, transfer or subcontract this Agreement or any interest there in 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 he 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:

Brian D'Amour, City Engineer  
Public Works Department  
City of Santa Barbara  
735 Anacapa Street  
Santa Barbara, CA 93101

Aleksandar Jevremovic, County Surveyor  
Public Works Department  
123 East Anapamu Street  
Santa Barbara. CA 93101

**XV. PROJECT MANAGERS**

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

- a. City - Brian D' Amour, City Engineer, City of Santa Barbara
- b. County - Aleksandar Jevremovic, 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.

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.

Signatures on following page.

CITY OF SANTA BARBARA  
A Municipal Corporation

By: \_\_\_\_\_  
Paul Casey  
City Administrator

ATTEST:

By: \_\_\_\_\_  
Matthew R. Fore  
Acting City Clerk Services Manager

APPROVED AS TO FORM:  
Ariel Pierre Calonne  
City Attorney

By: \_\_\_\_\_  
N. Scott Vincent  
Assistant City Attorney

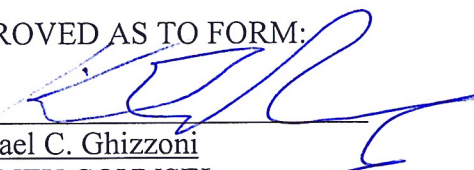
By: \_\_\_\_\_  
Rebecca J. Bjork  
Public Works Director

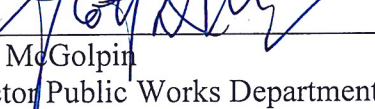
APPROVED AS TO INSURANCE:

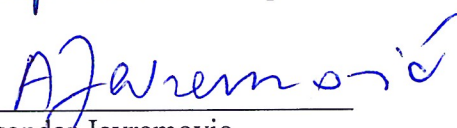
By: \_\_\_\_\_  
Mark Howard  
Risk Manager

COUNTY OF SANTA BARBARA


APPROVED AS TO FORM:

By:   
Michael C. Ghizzoni  
COUNTY COUNSEL


By:   
Scott McGolpin  
Director Public Works Department

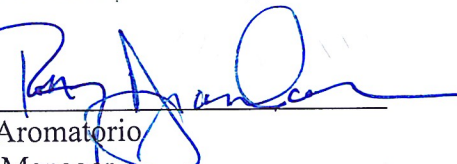
By:   
Aleksandar Jevremovic  
County Surveyor

ATTEST:

By:   
Peter Adam  
Chair, Board of Supervisors

By:   
Robert Geis Deputy  
AUDITOR-CONTROLLER

By:   
Mona Miyasato  
Clerk of the Board of Supervisors

By:   
Ray Aromatorio  
Risk Manager