



**BOARD OF SUPERVISORS
AGENDA LETTER**

Agenda Number:

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

Submitted on:
(COB Stamp)

Department Name: Flood Control/Public Works
Department No.: 054-04-05
For Agenda Of: 07/18/06
Placement: Administrative
Estimate Time:
Continued Item: NO
If Yes, date from:
Vote Required: Majority

TO: Board of Directors, Flood Control and Water Conservation District
FROM: Department Director: Phillip M. Demery, Public Works Director, 568-3010
Contact Info: Thomas D. Fayram, Deputy Public Works Director, 568-3436

SUBJECT: Cooperative Agreement with the City of Santa Barbara

County Counsel Concurrence:

As to form/legality: Yes No N/A

Auditor-Controller Concurrence:

As to form: Yes No N/A

Recommended Action(s):

Approve and authorize the Chair to execute the Cooperative Agreement with the City of Santa Barbara (City) to identify ownership and maintenance of the different components of the regional storm drain system being constructed by Santa Barbara Cottage Hospital (SBCH).

(Second Supervisorial District)

Summary:

SBCH, as part of its Seismic Retrofit and Master Plan Project, is constructing a regional storm drainage system in the City of Santa Barbara along Junipero Street and Oak Park Lane. This system will collect a portion of the overflow from Mission Creek and return that overflow to Mission Creek.

This Cooperative Agreement between the City and the Flood Control District identifies ownership and maintenance responsibilities of the different components of the storm drain system. The City will own and maintain the drop inlets, connector pipes, and laterals of the storm drain system. The District will own and operate the reinforced concrete box culvert that will drain into Mission Creek.

The storm drain system will mitigate the affect to flows in the Mission creek over-bank areas caused by the project. The system will have a regional benefit and will improve drainage in the area.

Background:

On June 20, 2006, your Board approved these actions for the project:

1. A Cooperative Agreement with SBCH to allow reimburse to the Flood Control District for costs associated with inspection of the concrete box culvert during construction of the project;
2. An Agreement with Penfield and Smith for inspections services; and
3. A permanent easement on a portion of 415 West Padre Street for operations and maintenance of the box culvert.

Fiscal and Facilities Impacts:

Maintenance costs of flood control facilities are included in the 2006-07 Adopted Budget under the Maintenance cost center of the Water Resources Division of the Public Works Department as shown on page D-322 in the budget book. On the average, the District estimates maintenance of this facility would cost \$5,000 annually. Costs would be paid from Dept: 054, Fund: 2610, Acct: 7701, Program: 3002.

Budgeted: Yes No

Fiscal Analysis:

<u>Funding Sources</u>	<u>Current FY Cost:</u>	<u>Annualized Cost:</u>	<u>Total Project</u>
General Fund			
State			
Federal			
Fees			
Other: Flood Control Funds	\$	5,000.00	
Total	\$ -	\$ 5,000.00	\$ -

Narrative:

Staffing Impact(s):

Legal Positions:

FTEs:

Special Instructions:

Direct the Clerk of the Board to send three originals of the Cooperative Agreement with a copy of the minute order to the Flood Control District office, Attn: Christina Lopez.

Attachments: (list all)

Cooperative Agreement with the City of Santa Barbara (4 originals)

Authored by: Jon Frye, Civil Engineering Manager, 568-3444

cc:

COOPERATIVE AGREEMENT

THIS AGREEMENT, ENTERED INTO ON _____, is between the

CITY OF SANTA BARBARA, a municipal
corporation, referred to herein as "CITY",

and

Santa Barbara County Flood Control & Water
Conservation District, a political subdivision of
the State of California, referred to herein as
"DISTRICT".

RECITALS

1. Santa Barbara Cottage Hospital, as part of its seismic retrofit and Master Plan construction, is designing and constructing a storm drainage system in City fee-owned Junipero Street (and other streets) to collect, control and discharge storm waters in the area to Mission Creek, alignment as shown in Attached Exhibit 1. Storm drainage system is hereinafter called "Project".
2. CITY has the authority to construct, establish and maintain facilities for the collection, control and discharge of storm water and drains pursuant to California Law and the Santa Barbara City Charter.
3. DISTRICT has the authority to provide facilities for the collection, control and discharge of storm water and drains in the District pursuant to the Santa Barbara County Flood Control and Water Conservation District Act (Stats. 1955, Chapter 1057, p. 2006, as amended).
4. The Project includes a reinforced concrete box culvert, transition of said box culvert to Mission Creek, drop inlets, connector pipes and laterals.

SECTION I

CITY AGREES:

1. Upon acceptance of the Project by the City Council and a filing of a Notice of Completion, to accept ownership and maintenance of drop inlets, connector pipes and lateral connections to box culvert.
2. To waive fees associated with any City permits that would be necessary to close Oak Park Lane to traffic when the District needs to access the reinforced box culvert at the access vault on Oak Park Lane near Pueblo Street.
3. To repair the street-grade access vault lid on Oak Park Lane near Pueblo Street when repair is required as a result of traffic wear and tear.

SECTION II

DISTRICT AGREES:

1. Upon acceptance of the Project by the District's Board of Directors and a filing of a Notice of Completion, to accept ownership and maintenance of the reinforced concrete box culvert and transition of said box culvert to Mission Creek.

SECTION III

IT IS MUTUALLY AGREED:

1. Nothing in the provisions of this agreement is intended to create duties or obligations to or rights in third parties not party to this agreement.

SECTION IV

INDEMNITY AND DISCLAIMER

Neither the DISTRICT nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by the CITY under or in connection with any work, authority or jurisdiction delegated to city under this Agreement. It is also agreed that, pursuant to California Government Code Section 895.4, CITY shall fully indemnify and hold DISTRICT harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by City under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.

Neither CITY nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by DISTRICT under or in connection with any work, authority or jurisdiction delegated to DISTRICT under this Agreement. It is also agreed that, pursuant to California Government Code Section 895.4, DISTRICT shall fully indemnify and hold CITY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) Occurring by reason of anything done or omitted to be done by DISTRICT under or in connection with any work, authority or jurisdiction delegated to DISTRICT under this Agreement.

SECTION V

AMENDMENT

This Agreement may be amended or adjusted by the parties, from time to time, only in writing approved by both parties.

SECTION VI

APPLICABLE LAW

This Agreement shall be subject to the Charter, laws, rules, and regulations in effect within the City of Santa Barbara, County of Santa Barbara, California, and any interpretation of the law that may be necessary shall be pursuant to the laws applicable within that jurisdiction. If any provision of this Agreement determined to be invalid, illegal or unenforceable for any reason, that provision shall be deleted from this Agreement and such deletion shall in no way affect, impair, or invalidate any other provision of this Agreement, unless it was material to the consideration for the performance required. If a provision is deleted which is not material to such consideration, the remaining provisions shall be given the force and effect originally intended.

Attachments: Exhibit 1: Project Alignment

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

**Santa Barbara County Flood Control
& Water Conservation District**

City of Santa Barbara

Date: _____

Date: _____

By: _____
Chair, Board of Directors

By: _____
City Administrator

ATTEST:
Michael F. Brown
Clerk of the Board

ATTEST:

By: _____
Deputy

By: _____
City Clerk

APPROVED AS TO FORM:
Stephen Shane Stark
County Counsel

APPROVED AS TO CONTENT:

By: _____
Deputy
APPROVED AS TO ACCOUNTING FORM:
Robert W. Geis, C.P.A.
Auditor-Controller

By: _____
CITY PUBLIC WORKS DIRECTOR
APPROVED AS TO FORM:
Daniel J. Wallace
City Attorney

By: _____
Deputy

By: _____

APPROVED AS TO FORM:
Phillip M. Demery
Public Works Director

By: _____

APPROVED AS TO FORM:
Ray Aromatario
Risk Manager

By: _____