

**AGREEMENT BETWEEN NAPA COUNTY AND SOLANO COUNTY
FOR COUNTY SURVEYOR SERVICES**

This Agreement is entered into this _____ day of _____, 2018 between Napa County and Solano County, (each a “Party,” and collectively “Parties.”)

WHEREAS, the Subdivision Map Act contains provisions for processing, approving and filing Final Maps and Parcel Maps for the subdivision of land;

WHEREAS, the Business and Professions Code (also known as the Professional Land Surveyors Act) contains provisions for processing, approving and filing Records of Survey and Corner Records;

WHEREAS, in connection with the above activities, certain duties are required of the County Surveyor, including certain duties which must be performed by a person licensed to survey in California;

WHEREAS, a county may contract for such duties, including the duties of a licensed land surveyor;

WHEREAS, the Parties occasionally require the services of a licensed land surveyor during absence or vacancy of the respective County Surveyor;

WHEREAS, the Parties are interested in a cooperative agreement where one of the County Surveyors can provide these licensed land surveyor services upon request of the other County;

WHEREAS, Napa County has previously provided such services to Solano County successfully, and to the timely benefit of Solano County’s residents; and

WHEREAS, the Parties are willing to provide such services for each other to the extent it does not unreasonably interfere with the regular duties of the County Surveyor, and contingent upon the requesting Party paying reasonable costs for performing such services.

In consideration of the foregoing facts, it is agreed as follows:

1. Upon request of one of the Parties, the other County Surveyor will examine Records of Survey, Corner Records, Final Maps, Parcel Maps, Certificates of Correction, Certificates of Compliance, Lot Line Adjustments, and other surveying-related documents for projects located within the requesting Party’s jurisdiction. The examination will be to determine conformance with the requirements of the Professional Land Surveyors Act, the state Subdivision Map Act, and any applicable local ordinance(s) prior to filing with the County Assessor/Recorder. In addition, the County Surveyor will perform such other licensed land surveyor services as may be mutually agreed upon between the Parties.

2. The respective County Surveyor providing service will make every reasonable effort to complete the examination within 20 working days after receiving the map(s) or document(s), or within such additional time as may be mutually agreed upon by the Parties. For a County Surveyor to comply with the Government Code sections 66442(b) and 66451.1(a), upon receipt of a Final Map, the County Surveyor will inform the requesting County’s staff of the time required to complete its review of said Final Map.

3. The County Surveyor providing services, as Acting County Surveyor for the other Party, will sign and seal Final Maps, Parcel Maps, Records of Survey, Corner Records, Certificates of Correction, and other such surveying-related documents that warrant, either by statute or desire, the signature and seal of the County Surveyor.

4. The requesting Party will compensate the other Party's actual costs of providing these services. Costs will include the actual time spent based on the employee's weighted hourly rates as approved by the respective County's Board of Supervisors fee schedule in effect at the time of service. If incurred, travel expenses, copying charges, and other expenses will also be reimbursed based on the respective Party's standard rates in effect at the time of service.

5. For services requested and performed, the servicing Party will submit monthly invoices detailing all services provided to the other Party.

6. The Party which received the service and accompanying invoice shall pay the invoice within 45 days of receipt.

7. This agreement may be terminated without cause by either Party at any time during its term by giving thirty (30) calendar days written notice to the other Party.

7. This agreement is for a period of approximately three years, beginning on the date executed and ending June 30, 2021.

8. Napa County shall exercise the care and judgment consistent with good practices in the performance of the services required by this agreement. Solano County shall indemnify, defend, and hold harmless Napa County, its elected representatives, officers, agents, and employees from and against any and all claims, demands, losses, defense costs, expenses, or liability of any kind or nature as a result of Napa County providing services to Solano County under the terms of this agreement, except for the sole negligence or willful misconduct of Napa County.

9. Solano County shall exercise the care and judgment consistent with good practices in the performance of the services required by this agreement. Napa County shall indemnify, defend, and hold harmless Solano County, its elected representatives, officers, agents, and employees from and against any and all claims, demands, losses, defense costs, expenses, or liability of any kind or nature as a result of Solano County providing services to Napa County under the terms of this agreement, except for the sole negligence or willful misconduct of Solano County.

IN WITNESS WHEREOF, this Agreement was executed by the Parties as of the date first above written.

SOLANO COUNTY, a political subdivision of
the State of California

By _____
Bill Emlen
Director of Resource Management

NAPA COUNTY, a political subdivision of
the State of California

By _____
BRAD WAGENKNECHT, Chair
Board of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Thomas S. Capriola</u> Deputy County Counsel</p> <p>Date: <u>August 14, 2018</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>Deputy Clerk of the Board</p>	<p>ATTEST: JOSE LUIS VALDEZ Clerk of the Board of Supervisors</p> <p>By: _____</p>
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