

IN THE BOARD OF SUPERVISORS

County of San Luis Obispo, State of California

_____ day _____, 20__

PRESENT: Supervisors

ABSENT:

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE DIRECTOR OF PUBLIC WORKS TO EXECUTE ENGINEERING REIMBURSEMENT AGREEMENTS ASSOCIATED WITH GROUNDWATER EXPORT PERMIT PROCESSING

The following resolution is now offered and read:

WHEREAS, on April 14, 2015, the Board of Supervisors adopted Ordinance 3295 which amends the Health and Sanitation Ordinance, Title 8 of the San Luis Obispo County Code, to include regulations on the exportation of groundwater (herein referred to as “Ordinance”); and

WHEREAS, the Ordinance prohibits a person from exporting groundwater underlying the County without first obtaining a permit subject to limited exceptions; and

WHEREAS, individuals, businesses, and other organizations (herein referred to individually as “applicant”) may, from time to time, submit an application for a groundwater export permit, including environmental review, or an application for renewal of a groundwater export permit (herein referred to collectively as “application”) to the Department of Public Works; and

WHEREAS, the Ordinance requires that an application be accompanied by the deposit of fees; and

WHEREAS, the engineering evaluation, environmental review, and administrative costs incurred by the County in processing groundwater export applications may vary significantly depending on the nature of the proposed export; and

WHEREAS, establishing an engineering reimbursement agreement between the County and the applicant that describes the obligation of the applicant to pay all costs incurred by the County in connection with these services is necessary to ensure that the general county taxpayers do not pay these costs and that the fees are commensurate with the nature of the proposed export; and

WHEREAS, it is in the public interest to authorize the Director of Public Works to enter into engineering reimbursement agreements for processing groundwater export permit applications subject to the approval as to form and legal effect by County Counsel.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Board of Supervisors of the County of San Luis Obispo, State of California, as follows:

1. That the Director of Public Works, or designee, is authorized to execute and enter into engineering reimbursement agreements on behalf of the County in connection with applications for permits pursuant to Ordinance No. 3295 (Title 8.95) regulating the exportation of groundwater, in substantially the same form as the template attached hereto as Exhibit "A" and incorporated herein by this reference provided that the agreements are approved as to form and legal effect by the County Counsel's office.

Upon motion of Supervisor _____, seconded by Supervisor _____, and on the following roll call vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAINING:

the foregoing Resolution is hereby adopted on the ____ day of _____, 20__.

Chairperson of the Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

[SEAL]

APPROVED AS TO FORM AND LEGAL EFFECT:

RITA L. NEAL
County Counsel

By: 
Deputy County Counsel

Dated: August 27, 2015

STATE OF CALIFORNIA, }
County of San Luis Obispo, } ss.

I, _____, County Clerk and ex-officio Clerk of the Board of Supervisors, in and for the County of San Luis Obispo, State of California, do hereby certify the foregoing to be a full, true and correct copy of an order made by the Board of Supervisors, as the same appears spread upon their minute book.

WITNESS my hand and the seal of said Board of Supervisors, affixed this _____ day of _____, 20 _____.

(SEAL)

County Clerk and Ex-Officio Clerk of the Board
of Supervisors

By _____
Deputy Clerk.

Exhibit A - Engineering Reimbursement Agreement

Return completed agreement with deposit to:

Public Works Department
Attn: Development Services Division
County Government Center, Room 207
San Luis Obispo, CA 93408

**County of San Luis Obispo, Department of Public Works
Engineering Reimbursement Agreement
for
-Groundwater Export Permit Application-**

WHEREAS, _____ hereinafter referred to as "Applicant," has applied for a groundwater export permit: Permit No: _____, (hereinafter "Project") from the County of San Luis Obispo, a political subdivision of the State of California, hereinafter referred to as "County;" and

WHEREAS, the County Board of Supervisors authorized the Director of Public Works to execute and enter into Engineering Reimbursement Agreements on (insert date) per Resolution No. **XX-XXX**; and

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, this Agreement is made and entered into this _____ day of _____, 20____, by and between the Applicant and the County.

Agreement

1. Applicant shall submit to the County Department of Public Works (hereinafter, "Department") and maintain a deposit account in the amount of \$ _____ ("Deposit"). The Department will provide a monthly invoice to the Applicant for costs incurred by the County which amount shall become due and payable within fifteen (15) days. If Applicant fails to make the requisite payment within thirty (30) days of the invoice date, the County, in its sole discretion, may terminate this Agreement, impose a late fee equal to one half of one percent per month of the outstanding balance and/or utilize the deposit to reimburse the County for work performed in accordance with the provisions of this Agreement. Upon termination or completion of the work performed in accordance with the provisions of this Agreement, the Department will return any remaining portion of the deposit to the Applicant.

2. The Applicant shall be charged and pay the County the actual cost of processing the Project application including, but not limited to, the cost of research, consultation, meetings, and attendance at hearings and appeals by County personnel or its consultants.

3. The Applicant hereby grants permission to the County, or its authorized agent, to enter upon the land which is the subject of the Project for the purpose of inspection of any and/or all work to be done under this Agreement.

4. It is understood and agreed by and between the Parties hereto that this Agreement shall bind the heirs, executors, administrators, successors and assigns of the respective Parties to this Agreement.

5. The Applicant shall defend, indemnify and save harmless the County, its officers, agents and employees from any and all claims, demands, damages, costs, expenses, judgments, or liability occasioned by the performance or attempted performance of the provisions hereof, or in any way arising out of this Agreement, including, but not limited to, those predicated upon theories of violation of statute, ordinance or regulation, violation of civil rights, inverse condemnation, equitable relief, or any wrongful act or any negligent act or omission to act on the part of the Applicant or of agents, employees or independent contractors directly responsible to the Applicant; providing further that the foregoing obligations to defend, indemnify and save harmless shall apply to any wrongful acts, or any passively negligent acts or omissions to act, committed jointly or concurrently by the Applicant, the Applicant's agents, employees, or independent contractors and the County, its agents, employees or independent contractors. Nothing contained in the foregoing indemnity provisions shall be construed to require the Applicant to indemnify the County against any responsibility or liability in contravention of Section 2782 of the Civil Code.

6. Unless otherwise provided, all notices herein required shall be in writing and delivered in person or sent by United States first class mail, postage prepaid. Notices required to be given to County shall be addressed as follows: Director of Public Works, County of San Luis Obispo, County Government Center, Room 207, San Luis Obispo, California 93408. Notices required to be given to Applicant shall be sent to the Applicant's billing address as set forth below. Any party may change such address by notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

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

COUNTY OF SAN LUIS OBISPO

By: _____
Wade Horton, Director of Public Works

Dated: _____

APPLICANT

Applicant's signature

Applicant's name

Dated: _____

Street & PO Box

City, State, Zip

Phone Number (8:00 a.m. to 5:00 p.m.)

APPROVED AS TO FORM AND LEGAL EFFECT:
RITA L. NEAL
County Counsel

By: _____
Deputy County Counsel

Dated: _____