



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

Departments Name: General Services
Department No.: 063
For Agenda Of: May 4, 2010
Placement: Administrative
Estimated Tme:
Continued Item: No
If Yes, date from:
Vote Required: Majority

TO: Board of Supervisors
FROM: Department Bob Nisbet, Director, General Services, 568-1011
Director(s):
Contact Info: Paddy Langlands, Deputy Director, General Services, 568-3096
SUBJECT: Emergency Operations Center (EOC) Building Project #8666
2nd Supervisorial District

County Counsel Concurrence

As to form: Yes

Auditor-Controller Concurrence

As to form: Yes

Other Concurrence:

As to form: Risk Management

Recommended Actions:

That the Board of Supervisors:

- A. Authorize the Chair to execute the attached Amendment No. 2 to the contract with Melchiori Construction for the Emergency Operations Center (EOC) project in the amount of \$528,170.90, upon return of the Contractor's executed contract documents and the review and approval of the County Counsel, Auditor-Controller and Risk Manager or their authorized representatives for a total amended contract amount of \$4,120,097.90.
- B. Approve amendment #2 in the amount of \$19,200 to the Professional Services Agreement with the Austin Company to cover additional services associated with the elements added to the scope; and,
- C. By majority vote, approve an "Out of Service" agreement with the Goleta Sanitary District.

Summary Text:

On January 5, 2010, the Board of Supervisors awarded a contract to Melchiori Construction (a local vendor) in the amount of \$3,586,013 for construction of the Santa Barbara County Emergency Operations Center. At that time, the Board approved a total project cost of \$7,434,945 inclusive of

construction, EOC systems, and non-construction components of the project. The recommended actions do not change the total cost of the project envisioned by the Board. Amendment #1, which included minor modifications to the contract in the amount of \$5,914, was approved by the Director of General Services in accordance with the limited authority for such changes set forth by the Board and Public Contract Code. Amendment #2 will increase Melchiori's contract in order to incorporate key elements identified when the low bid came in significantly lower than budgeted, and presented to the Board.

Background:

During the programming and design phases, General Services, in conjunction with the design team, interfaced with several departments and agencies in an effort to address all of the stakeholders needs within the approved budget. At the beginning of the project, budget finances did not allow inclusion of sustainable, security, and technology related elements such as solar panels, wrought iron fencing in lieu of chain link, pervious concrete in lieu of decomposed granite, and full build out of the systems required to support the enhanced computer room at capacity. In the hope that lower-than-anticipated bids for the base construction would be received, staff commissioned the team to prepare cost estimates for these items, and included them in the total project cost presented to the Board at the January 5, 2010 hearing.

Staff has worked with the general contractor and his subcontractors in obtaining cost committed proposals (bids) for these items. With the continued positive bidding climate and the result of efforts to value engineer the additional work items, staff has been able to keep the sum of these added items to a cost less than originally estimated. The table below lists the work items and compares the estimated costs to the actual change proposals obtained:

	Estimated costs (included in January 5 project budget)	Actual change proposal from contractor
ITD room completion (additional HVAC & battery backup to support full build out) and electrical changes	\$185,000	\$109,200
Pervious paving in lieu of decomposed granite (DG)	\$85,000	\$85,756.90
Upgrade to perimeter fence & gates	\$60,000	\$87,400
Solar panels	\$230,000	\$245,814
Total	\$560,000	\$528,170.90

The ITD room completion will add cooling and battery backup to support all of the racks projected to be installed in the room at full capacity, and will incorporate minor lighting and electrical modifications. The decomposed granite change will upgrade the paving along the west overflow parking and north driveway of the building to pervious concrete, a sustainable material that will allow better long term performance similar to concrete while still allowing water to drain, thus reducing impermeable site

surfaces in keeping with sustainable design principles. The changes to the perimeter fence and gates will upgrade them from chain link to wrought iron construction for enhanced site security and durability. Finally, the solar panel change will add 168 photovoltaic (PV) panels forming a 39 kilowatt (kW) array on the roof of the facility in keeping with the plan for increased sustainability and revised project scope approved by the Board in January 2010.

Without increasing the project budget, the design of the items proposed for inclusion in the contract at this time resulted in the need to increase the Professional Services Agreement with the Austin Company by \$18,600 for a total amount of \$569,818.

The facility will be served by Goleta Sanitary District under an "Out of Service" agreement as a result of the County exceeding the allotted capacity under its existing agreement. The Emergency Operations Center sewer rates will be structured similar to rates available to commercial customers, and this agreement will allow the facility to be served by Goleta Sanitary despite the property not being annexed into the District.

Performance Measure:

With approval of the recommended actions, General Services anticipates substantial completion by January 2011.

Fiscal and Facilities Impacts:

Budgeted: Yes

Fiscal Analysis:

Narrative:

Funding is available in Fund 0030, Department 063, Account 8700, Program 1930, Project 8666.

Funding Sources	Current FY Cost:	Est. Annualized On-going Cost:	Total One-Time Project Cost
General Fund	\$	80,000	\$ 5,238,441
Aware & Prepare Initiative			\$ 2,025,000
OES Communication Fund			\$ 171,504
Fees			
Other:			
Total	\$ -	\$ 80,000	\$ 7,434,945

Staffing Impacts:

Legal Positions:

0

FTEs:

0

Special Instructions:

Please send one (1) duplicate original Amendment #2 to the Melchiori contract, one (1) duplicate original Amendment #2 to the Professional Services Agreement with the Austin Company, one (1) duplicate original and one (1) duplicate of the Out of Service Agreement, and one (1) duplicate of the minute order to Celeste Manolas, GS Support Services Division, Courthouse East Wing.

Attachments:

1. Amendment #2 to Melchiori Construction Co
2. Amendment #2 to the Professional Services Agreement with the Austin Company
3. Out of Service Agreement with Goleta Sanitary District

Authored by:

Celeste Manolas, General Services

EMERGENCY OPERATIONS CENTER
AUTHORIZED CONTRACT AMENDMENT
COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA

IN THE MATTER OF AMENDMENT OF CONTRACT)
WITH MELCHIORI CONSTRUCTION COMPANY INC.) AMENDMENT NO. 2
FOR THE EMERGENCY OPERATIONS CENTER)
SANTA BARBARA, CA)

WHEREAS, the County of Santa Barbara (COUNTY) and MELCHIORI CONSTRUCTION COMPANY, INC. (CONTRACTOR), 809 De La Vina Street, Santa Barbara, CA, 93101, entered into a contract dated January 15, 2010, for the amount of THREE MILLION FIVE HUNDRED EIGHTY-SIX THOUSAND THIRTEEN DOLLARS AND ZERO CENTS (\$3,586,013.00) for the Emergency Operations Center, Project Number 8666, Santa Barbara California; and

WHEREAS, it has been deemed necessary by the County to make the following alterations known as Contract Amendment No. 2, for a total of FIVE HUNDRED TWENTY-EIGHT THOUSAND ONE HUNDRED SEVENTY DOLLARS AND NINETY CENTS (\$528,170.90) and an EIGHT (8) calendar day time extension in the Contract period; and

WHEREAS, CONTRACTOR will perform the alterations stated in "Exhibit C" and attached hereto, for a total addition of FIVE HUNDRED TWENTY-EIGHT THOUSAND ONE HUNDRED SEVENTY DOLLARS AND NINETY CENTS (\$528,170.90) and an EIGHT (8) calendar day time extension in the contract period.

NOW, THEREFORE, the Agreement is amended as follows:

Section 1:

Paragraph 5 of said Contract is hereby amended to read as follows:

5. PAYMENT

Subject to adjustments and liquidated damages, if any, as provided in the Contract documents, the full price to be paid to CONTRACTOR for satisfactory completion of all requirements of CONTRACTOR under the Agreement is the base amount THREE MILLION FIVE HUNDRED EIGHTY-SIX THOUSAND THIRTEEN DOLLARS AND ZERO CENTS (\$3,586,013.00), plus Contract Amendment No. 1 for a total of FIVE THOUSAND NINE HUNDRED FOURTEEN DOLLARS AND ZERO CENTS (\$5,914.00) plus Contract Amendment No. 2 for FIVE HUNDRED TWENTY-EIGHT THOUSAND ONE HUNDRED SEVENTY DOLLARS AND NINETY CENTS (\$528,170.90) for a total Contract amount of FOUR MILLION ONE HUNDRED TWENTY THOUSAND NINETY-SEVEN DOLLARS AND NINETY CENTS (4,120,097.90), to be paid as provided for in the Contract Documents, i.e., on a monthly basis in an amount directly proportional to the percentage of completion of work. CONTRACTOR shall maintain and make available to COUNTY all books, papers, job descriptions, records, detail costs, estimates, subcontracts, and financial records related to or which arise out of work or under the terms or conditions of the Contract. The form of record keeping shall be subject to approval by COUNTY.

These books, papers, records, claims, and accounts shall be made available for examination during normal business hours by COUNTY or COUNTY's representative and shall be retained at CONTRACTOR's principal place of business in California for audit during normal business at

5. PAYMENT (Continued)

such place for four (4) years after recording of Notice of Completion of Project. CONTRACTOR shall provide an office to enable COUNTY and COUNTY's representative to conduct such audit.

Section 2:

Paragraph 2 of the Contract is hereby amended by the addition of the following language:

Items of work to be performed by the CONTRACTOR shall include all items stated in "Exhibit C," incorporated by this reference and attached hereto.

2. WORK

Section 3:

This Contract Amendment, along with the consent of the CONTRACTOR attached hereto, shall constitute a contract between the County of Santa Barbara and Melchiori Construction Company, Inc. All other sections of the Agreement between the parties shall remain in full force and effect.

Original Contract amount	<u>\$3,586,013.00</u>
Amount of Amendment No. 1	<u>\$5,914.00</u>
Amount of Amendment No. 2	<u>\$528,170.90</u>
Total Amended Contract Amount Before this Amendment	<u>\$3,591,927.00</u>
Total Contract After this Amendment	<u>\$4,120,097.90</u>
Original Contract Completion Date	January 10, 2011
Total number of days extension Amendment No. 1	Zero (0)

Section 3: (Continued)

Total number of days extension Amendment No. 2

Eight (8)

Revised Contract Completion Date


January 18, 2011

We hereby consent to the above and agree to the alterations as set forth in said Amendment in the manner and for the amount as indicated.

Dated this ____ day of _____, 2010

"CONTRACTOR":

MELCHIORI CONSTRUCTION COMPANY



Jeff Crocker, Contractor's Representative

Address: 809 De La Vina St
City/State/Zip: Santa Barbara, CA 93101
License #: B - 609668
IRS#: 77-0260661

"COUNTY"

County of Santa Barbara

ATTEST:


By: _____

MICHAEL F. BROWN
CLERK OF THE BOARD

CHAIR
BOARD OF SUPERVISORS
County of Santa Barbara

By: _____
Deputy Clerk of the Board

APPROVED AS TO FORM:
DENNIS A. MARSHALL,
COUNTY COUNSEL

By: 

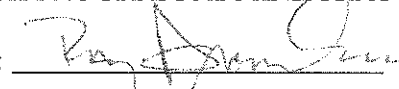
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:
ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

By: 

Deputy Auditor-Controller

APPROVED AS TO FORM:
RAY AROMATORIO
RISK PROGRAM ADMINISTRATOR

By: 

Dept 063

Line Item 8200

Fund 0030

Program 1930

Project 8666

EMERGENCY OPERATIONS CENTER
PROJECT NO. 8666
AMENDMENT NO. 2

EXHIBIT "C"

Scope of Work Modifications per Amendment #2 dated April 9, 2010		
1.	Upgrade chain link fence including man gates and hydraulic vehicle gates to wrought iron as detailed in Bulletin #1 and per PCO #6R-2.	\$87,400.00
2.	Furnish and install pervious concrete in lieu of decomposed granite as detailed in Bulletin #1 and per PCO #8.	\$85,756.90
3.	Per Bulletin #1, furnish and install additional HVAC systems and battery backup to fully build out the systems required to support the Enhanced Computer Room in addition to lighting and electrical modifications also in Bulletin #1 and per PCO #11.	\$109,200.00
4.	Furnish and install photovoltaic array as detailed in Bulletin #2 and per PCO #12R-1.	\$245,814.00
	TOTAL:	\$528,170.90

AMENDMENT No. 2
TO PROFESSIONAL SERVICES AGREEMENT
FOR
Architectural & Engineering Services
Santa Barbara County Emergency Operations Center
PROJECT NO. 8666

This Amendment to Agreement is entered into, by and between:

Austin Building & Design DBA The
Austin Company
hereinafter called "A/E"

and

The County of Santa Barbara, California
hereinafter called "COUNTY"

WITNESSETH

WHEREAS, the parties hereto under the date of May 12, 2009, entered into an agreement for performance of Architectural Services, by A/E in connection with the Santa Barbara County Emergency Operations Center Project No. 8666, Santa Barbara, California; and

WHEREAS, the parties hereto desire to amend the Agreement:

NOW THEREFORE, the parties hereto agree as follows:

- I. In consideration of the additional services associated with bulletins #1 and #2 and additional construction administration related hours, the COUNTY will increase the A/E's fee by Nineteen Thousand Two Hundred Dollars (\$19,200). Article 3, item A , par. 1, is hereby amended to read as follows:

ARTICLE 3. FEE AND PROVISION FOR PAYMENT:

A. Fee: The COUNTY will pay the A/E a fee of Five Hundred Forty Thousand One Hundred and Eight Dollars (\$540,108) plus reimbursable expenses (estimated at \$29,710) for all work described in this Agreement and in Attachment A. Fee shall be invoiced based on Attachment B. Any additional applicable hourly rate billings as authorized in Article 4 shall be based on the information contained in Attachment B. Attachment B is attached hereto and incorporated herein by reference as though here fully set forth. Each portion of the Project let separately on a segregated bid basis shall be considered a

separate Project only for the purpose of determining the fee for services for Design Development through Construction Administration in accordance with the Schedule of Fees.

APPROVED AND EXECUTED by COUNTY and A/E on this _____ day of _____, 2010.

"A/E";

The Austin Company

By:



Curt Miller, Vice President/General Manager

"COUNTY"

County of Santa Barbara

ATTEST:

MICHAEL F. BROWN
CLERK OF THE BOARD

By: _____
Deputy Clerk of the Board

By: _____

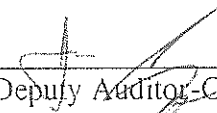
CHAIR
BOARD OF SUPERVISORS
County of Santa Barbara

APPROVED AS TO FORM:
FORM:
DENNIS A. MARSHALL,
COUNTY COUNSEL

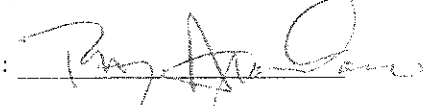
By: 
Deputy County Counsel

APPROVED AS TO ACCOUNTING

ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

By: 
Deputy Auditor-Controller

APPROVED AS TO FORM:
RAY AROMATORIO
RISK PROGRAM ADMINISTRATOR

By: 

Dept. 063; Account 8700; Fund 0030; Program 1930; Project 8666

**SEWER SERVICE AGREEMENT
FOR
SANTA BARBARA COUNTY EMERGENCY OPERATIONS CENTER**

THIS SEWER SERVICE AGREEMENT (this "Agreement"), dated for reference purposes only as of March 15, 2010, is made and entered into by and between the GOLETA SANITARY DISTRICT, a public agency organized and existing under Part I of Division 6 of the California Health and Safety Code (the "District"), and the COUNTY OF SANTA BARBARA, a political subdivision of the State of California (the "County"), as follows:

Recitals

A. The County is proposing to construct an Emergency Operations Center approximately 10,000 square feet in size (the "Project") on property owned by the County at 4408 Cathedral Oaks Road, Santa Barbara, California, and designated as Assessor's Parcel Numbers 059-120-003 and -004 (the "Property"). The Project is more particularly described in the Final Mitigated Negative Declaration dated November 2009, Case No. 09-NGD-00000-00018.

B. The Project is proposed to be constructed adjacent to the Santa Barbara County Fire Department Headquarters and the County Education Office, which are currently located on the Property (collectively, the "Existing County Buildings").

C. The Property is located within the District's sphere of influence but has not been annexed to the District. The Existing County Buildings are connected to the District's wastewater collection system and receive sewer service pursuant to that certain Agreement for Expansion of the Goleta Sanitary District Sewage Disposal Treatment Plant Facilities dated November 28, 1960, as amended on July 1, 1964, September 9, 1970 and December 14, 2007 (collectively, the "Sewer Capacity Agreement"), by and among the District, the County, the Goleta West Sanitary District (formerly known as the Isla Vista Sanitary District), the Regents of the University of California, and the City of Santa Barbara.

D. Pursuant to the Sewer Capacity Agreement, the County has the right to utilize 1.42% of the capacity in the District's wastewater treatment plant located at One William Moffett Place, Goleta, California (the "Plant").

E. Based on the volume of wastewater from (i) the Existing County Buildings on the Property, and (ii) other County facilities located elsewhere which are also connected to the District's wastewater collection system, the County has insufficient capacity rights to permit the wastewater from the Project to be treated at the Plant under the Sewer Capacity Agreement.

F. In order to provide for the collection, treatment and disposal of wastewater from the Project, the County had requested that the District utilize a portion of the District's capacity in the Plant to serve the Project pursuant to a new contractual arrangement.

G. The District and the County have determined that (i) this Agreement solely involves two public agencies, (ii) the public service to be provided hereunder is an alternative to and/or a

substitute for the service already being provided by the District to the County under the Sewer Capacity Agreement, (iii) the level of service to be provided hereunder is consistent with the level of service contemplated by the District under the Sewer Capacity Agreement, and (iv) this Agreement represents an extension of the service that the District was providing to the County under the Sewer Capacity Agreement prior to January 1, 2001. As such, under Government Code Section 56133(e), this Agreement does not require the approval of the Santa Barbara Local Agency Formation Commission.

H. The Parties desire to set forth herein their agreement pertaining to the provision of sewer service to the Project by the District pursuant to Health & Safety Code Sections 6512 and 6823.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and the County agree as follows:

1. Service by District. The District agrees to issue such permits as may be necessary and to provide sewer service to the Project consistent with the wastewater flow estimates and the County's capacity entitlement set forth herein, subject to the terms and limitations hereof. Nothing contained in this Agreement shall be interpreted as giving the County or its successors or assigns the right to connect additional buildings, other than the Project, whether located on the Property or elsewhere, to the District's wastewater collection system.

2. Connection Fee. In order to fund a portion of the cost of expanding the sanitation and sewerage facilities of the District to provide additional capacity required as a result of the utilization of capacity by the County pursuant to this Agreement, promptly following the execution of this Agreement, the County shall pay the District a connection fee in the amount of \$5,916.75. It is estimated that wastewater flows from the Project will equal approximately 213,023 gallons per year, or the equivalent of 2.875 single-family residences ("ERUs"), assuming typical loads and a flow rate of 203 gallons per day. The connection fee payable by the County hereunder has been calculated by multiplying the estimated ERUs for the Project, by the District's current connection fee of \$2,058 under Ordinance No. 58. In the event it is determined in the future that the actual ERUs from the Project exceed 2.875, and if the District agrees in its sole discretion, to accept the increased flow for collection, treatment and disposal, the County agrees to promptly pay an additional connection fee to the District calculated on the basis of the higher ERUs at the connection fee rate in effect at the time of the increase. If the District does not agree to accept the increased flow, the County shall immediately take such steps as may be necessary to reduce the flow from the Project to the original estimated ERU level of 2.875.

3. In Lieu Annexation Fee. In order to fund the Property's equitable share of the cost of maintaining facilities previously acquired and/or constructed by the District, and because the Project will receive sewer service from the District without being annexed to the District boundaries, promptly following the execution of this Agreement, the County shall pay the District an in lieu annexation fee in the amount of \$6,286.50. The in lieu annexation fee has been calculated by multiplying the size of the Project site (3.3 acres) by the District's current annexation fee of \$1,905 under Ordinance No. 59.

4. Service Charges. In order to fund the Project's share of the cost of operating, maintaining, repairing and replacing the District's wastewater collection, treatment and disposal facilities, the County shall pay the District a service charge calculated in accordance with the Alternative Rate provisions under the District's Ordinance No. 71, or under such other ordinances of the District by which Ordinance No. 71 may be amended, replaced or superseded in the future. The initial service charge shall be calculated from the date of occupancy clearance for the Project to the District's next fiscal year end (June 30). Subsequent service charges shall be calculated and billed to the County annually at the end of each fiscal year and shall be based on domestic water meter usage data provided by the Goleta Water District. The County shall pay each annual billing statement within forty-five (45) days of the date of the statement.

5. Plan Check, Permit and Inspection Fees. As required by the District's Ordinance No. 73, the County shall pay a plan check fee of \$100, a permit fee of \$150, and an inspection fee of \$150 in connection with the approval of the Project by the District.

6. Plans and Specifications. The County shall submit to the District plans and specifications showing (i) the sanitary sewer facilities which the County proposes to construct to connect the Project to District's wastewater collection system, (ii) the information listed under the "Plans and Specifications" heading on Exhibit "A" attached hereto, and (iii) any facilities listed under the "Additional Facilities" heading on Exhibit "A" which are constructed or installed in connection with the Project (collectively the "Sewer Facilities"). Said plans and specifications shall be subject to review and approval by the District.

7. Construction of Sewer Facilities. The Sewer Facilities shall be constructed and installed (a) in accordance with the plans and specifications approved pursuant to Section 6, above, (b) in a good and workmanlike manner, (c) in compliance with all Applicable Requirements (as defined in Section 9 below), and (d) at the County's sole cost and expense. Upon completion, the Sewer Facilities shall belong to the County and the County shall be responsible for the repair and maintenance thereof.

8. Inspection. The County shall give the District written notice not less than forty-eight (48) hours prior to commencement of construction, excluding Saturdays, Sundays and holidays. The County agrees to provide the District and its employees and agents the right to inspect the Sewer Facilities and the work thereon at all reasonable times before, during, and after construction. The County further agrees to coordinate and cooperate with the District's employees and agents to facilitate such inspections. Promptly upon completion of construction, the County shall notify the District so that the District may make any final inspections and tests that the District may deem necessary or appropriate.

9. Compliance with Applicable Requirements. The County shall comply with (i) all ordinances, regulations, resolutions, policies, procedures and administrative provisions of the District to the same extent as if the Property had been annexed to the District, and (ii) all statutes, rules and regulations of agencies of the United States of America, the State of California, the County of Santa Barbara and other governmental and regulatory agencies having jurisdiction over the collection, treatment and/or disposal of sewage and wastes, including but not limited to (a) requirements applicable to the construction, use, repair and maintenance of the Sewer Facilities, (b) requirements addressing the type, contents and strength of sewage and wastes permitted to be

discharged into sewers, and (c) the District's Ordinance Nos. 51 and 52 (collectively, "Applicable Requirements"), as said Applicable Requirements may be amended or superseded from time to time. The County shall further comply with the terms and conditions set forth in Exhibit "A" attached hereto.

10. Termination. This Agreement may be terminated by the District upon thirty (30) days written notice to the County in the event the County violates any of the terms hereof, including but not limited to any terms relating to the payment of fees or charges to the District. The County may terminate this Agreement upon thirty (30) days written notice to the District in the event the Project is no longer occupied and in operation or in the event the County is able to obtain sewer service for the Project from an alternative provider. Upon termination, (i) the District may plug or disconnect from the District's wastewater collection system all sewer lines serving the Project, and all costs of plugging or disconnecting such lines shall be paid promptly by the County to the District, (ii) no further amounts shall be due to the District from the County, except any unpaid sewer service charges, and (iii) the District shall not be required to refund any part of the fees and charges paid by the County hereunder.

11. Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon the successors and permitted assigns of the parties hereto. The rights granted to the County herein relating to the provision of sewer service to the Project shall run with the land and shall be appurtenant to the Property and to any parcels into which the Property may hereafter be legally divided.

12. Entire Agreement/Modification. This Agreement (including all exhibits attached hereto) is the final expression of and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings and communications with respect thereto. Notwithstanding the foregoing, nothing herein shall affect in any way the respective rights and obligations of the District and the County under the Sewer Capacity Agreement. This Agreement may be modified only by a written instrument signed by all parties in interest at the time of the amendment.

13. Attorneys' Fees. In the event that either party brings an action to interpret or enforce the terms of this Agreement or declare rights hereunder, the prevailing party in such action, on trial or appeal, shall be entitled to all reasonable attorneys' fees and costs incurred therein.

14. Partial Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

15. Waiver. No waiver of any breach of any covenant or provision herein shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

16. Construction. Headings at the beginning of each section are solely for the convenience of the parties and are not a part of this Agreement. Unless otherwise indicated, all references to sections are to this Agreement. All exhibits attached to this Agreement are incorporated herein by reference and are made a part hereof.

17. Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. In the event executed copies of this Agreement are provided by one party to the other by facsimile or email transmission, the original copies shall be sent by the signing party to the other party as soon as reasonably feasible, and pending the receipt thereof, the facsimile or email copies and the signatures thereon shall for all purposes be treated as originals.

18. Authority. Each individual executing this Agreement on behalf of a party hereto represents and warrants that he or she has the authority to execute this Agreement on behalf of such party.

19. Notices. Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be (a) personally delivered, or (b) sent either by United States mail, registered or certified, return receipt requested, or by recognized overnight delivery service (e.g., Federal Express, UPS or DHL), to the party at the address listed below, or at such other address as a party may hereafter designate by written notice to the other party:

DISTRICT:

Goleta Sanitary District
One William Moffett Place
Goleta, California 93117
Attn: General Manger

COUNTY:

County of Santa Barbara
General Services, Support Services
1105 Santa Barbara Street
Santa Barbara, CA 93101
Attn: Assistant Director

20. Assignment. The County may not assign any of its rights or delegate any of its obligations under this Agreement, in whole or in part, without the prior written consent of the District, which consent shall not be unreasonable withheld.

21. Further Assurances. The Parties each agree to take such actions and execute such documents as may be reasonably required to carry out the intent of this Agreement.

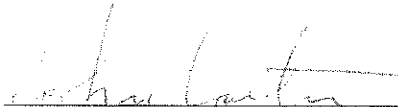
22. Force Majeure. Neither party hereto shall be liable to the other party for any losses or damages attributable to a default in or breach of this Agreement which is the result of any cause beyond the reasonable control of such party and without its fault (including, without limitation, effects of fire, strike, war, insurrection, terrorism, acts of God, civil or military authority, civil disturbance and government restriction or prohibition), and the performance of obligations hereunder shall be suspended during, but no longer than, the existence of such cause. The party affected by any event of force majeure shall inform the other party thereof in writing without delay and shall endeavor to take up its performance under this Agreement again as soon as reasonably possible.

[Signatures appear on following page.]

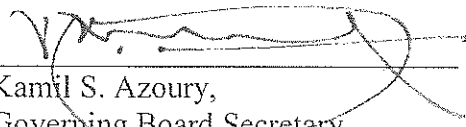
IN WITNESS WHEREOF, the District and the County have executed this Agreement as of the date(s) set forth below.

"District"

GOLETA SANITARY DISTRICT


By: 
John S. Carter,
Governing Board President

COUNTERSIGNED:

By: 
Kamil S. Azoury,
Governing Board Secretary

Dated: 3/15/10

APPROVED AS TO FORM:

By: 
Richard G. Battles
Howell Moore & Gough LLP
District General Counsel

Dated: 03/15/10

"County"

COUNTY OF SANTA BARBARA

By: _____
Chair of Board of Supervisors

ATTEST:

By: _____
County Clerk

APPROVED AS TO FORM:

By: 
County Counsel

Dated: 4/19/10

EXHIBIT "A"
Terms and Conditions

PLANS AND SPECIFICATIONS

The plans and specifications submitted by the County shall include:

- Site plan
- Floor plans
- Plumbing plans
- Proposed 6" diameter building structure sewer connection
- Building floor elevation and rim elevation of the upstream manhole in relation to the proposed connection to the structure
- Any facilities included as part of the Project which are listed below

ADDITIONAL FACILITIES

If an injector pump system is required because wastewater from the Project cannot flow by gravity to the District's wastewater collection facilities, the design of the injector pump system shall be submitted to and shall be approved by the Santa Barbara County Building and Safety Division prior to connection of the Project to the District's wastewater collection facilities. The design shall include a dual pump and an alarm system.

If the elevation of any residential interior plumbing fixtures within the Project is lower than the rim elevation of the District's upstream manhole, a backflow preventer encased in a concrete vault with a metal lid, embossed with "sewer" or "clean-out", must be installed within the Property.

If required by the District after its review of the plans and specifications, a sampling manhole, per District standards, shall be installed at the Property line or within the Property.

If required by the District after its review of the plans and specifications, a grease interceptor, per District standards, shall be installed outside the building and within the Property.

SEPARATE LATERALS

In the event the Property is split or subdivided in the future, any parcel which is not owned by the County shall be served by a separate sewer lateral connecting the buildings located thereon to the public sewer.

PRETREATMENT REQUIREMENTS

If well treatment facilities are to be connected to the District's wastewater collection facilities, the County shall submit a discharge analysis report and shall specify the quantity of the discharge in gallons per year for the purpose of calculating connection fees. In addition, all well treatment facilities are subject to the District's Industrial Waste Control Pretreatment requirements and require an Industrial Waste Control Permit Application to be submitted prior to issuance of a permit for sewer service.

