

# Board Contract Summary

BC 16-106

For use with Expenditure Contracts submitted to the Board for approval. Complete information below, print, obtain signature of authorized departmental representative, and submit this form, along with attachments, to the appropriate departments for signature. See also: *Auditor-Controller Intranet Policies->Contracts*.

D1.	Fiscal Year .....	FY 15-16
D2.	Department Name .....	PW/Flood Control
D3.	Contact Person .....	Maureen Spencer
D4.	Telephone .....	x3437

K1.	Contract Type (check one): <input checked="" type="checkbox"/> Personal Service <input type="checkbox"/> Capital	
K2.	Brief Summary of Contract Description/Purpose .....	To contribute funds for the North Campus Open Space Devereux Creek Floodplain Restoration Project
K3.	Department Project Number .....	
K4.	Original Contract Amount .....	\$ 100,000
K5.	Contract Begin Date .....	September 15, 2015
K6.	Original Contract End Date .....	upon completion of obligations
K7.	Amendment? (Yes or No) .....	N/A
K8.	- New Contract End Date .....	N/A
K9.	- Total Number of Amendments .....	N/A
K10.	- This Amendment Amount .....	\$ N/A
K11.	- Total Previous Amendment Amounts .....	\$ N/A
K12.	- Revised Total Contract Amount .....	\$ N/A

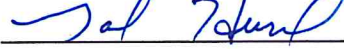
B1.	Intended Board Agenda Date .....	September 15, 2015
B2.	Number of Workers Displaced (if any) .....	N/A
B3.	Number of Competitive Bids (if any) .....	N/A
B4.	Lowest Bid Amount (if bid) .....	N/A
B5.	If Board waived bids, show Agenda Date .....	N/A
	and Agenda Item Number .....	N/A
B6.	Boilerplate Contract Text Changed? (If Yes, cite Paragraph) .....	N/A

F1.	Fund Number .....	2610
F2.	Department Number .....	054
F3.	Line Item Account Number .....	7460
F4.	Project Number (if applicable) .....	
F5.	Program Number (if applicable) .....	3001
F6.	Org Unit Number (if applicable) .....	
F7.	Payment Terms .....	net 90

V1.	Auditor-Controller Vendor Number .....	827305
V2.	Payee/Contractor Name .....	The Regents of the UC
V3.	Mailing Address .....	P.O. Box 989062
V4.	City State (two-letter) Zip (include +4 if known) .....	West Sacramento, CA 95798-9062
V5.	Telephone Number .....	805-893-8541
V6.	Vendor Contact Person .....	Chuck Haines
V7.	Workers Comp Insurance Expiration Date .....	
V8.	Liability Insurance Expiration Date .....	
V9.	Professional License Number .....	
V10.	Verified by (print name of county staff) .....	

V11 Company Type (Check one):  Individual  Sole Proprietorship  Partnership  Corporation

I certify information is complete and accurate; designated funds available; required concurrences evidenced on signature page.

Date: 8-17-15 Authorized Signature: 

**COOPERATIVE AGREEMENT FOR RESTORATION OF THE  
NORTH CAMPUS OPEN SPACE PROPERTY  
(Formerly Ocean Meadows Golf Course, South Parcel and Whittier Parcel)**

THIS AGREEMENT, ENTERED INTO ON \_\_\_\_\_, is between the

The Regents of the University of California,  
referred to herein as "UNIVERSITY",

and

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

**WHEREAS**, UNIVERSITY is the owner of approximately 136 acres of open space, commonly known as North Campus Open Space (NCOS) in Santa Barbara County, which includes approximately 64 acres of land formerly known as the Ocean Meadows Golf Course Property (NCOS-Ocean Meadows Parcel) that was acquired by the UNIVERSITY in May 2013. The North Campus Open Space property also includes the 68 acre "South Parcel" and the 3.7 acre "Whittier Parcel" adjacent to the former Ocean Meadows Golf Course. A site plan of the properties that comprise the NCOS is attached hereto as Exhibit A and incorporated herein by this reference.

**WHEREAS**, Devereux Slough (Slough) is a coastal estuary located within the UNIVERSITY-owned property, in the unincorporated portion of the Santa Barbara County, lying west of Storke Road and south of Whittier Drive, which is just south of the City of Goleta; and

**WHEREAS**, anecdotal reports show that portions of the Devereux Creek and Slough have been filled in over time, including fill from the adjacent parcels that was used to establish the golf course in the mid-1960's; and

**WHEREAS**, over past years, concerns over flooding in surrounding neighborhoods have been increasing; and

**WHEREAS**, The former Ocean Meadows Golf Course (now known as the NCOS-Ocean Meadows Parcel), was acquired by the UNIVERSITY in May 2013. The North Campus Open Space property, consisting of the NCOS-Ocean Meadows Parcel, the South Parcel and the Whittier Parcel, is referred hereinafter as "PROPERTY"; and

**WHEREAS**, the UNIVERSITY and other non-profit agencies have desired to increase the Devereux Creek's size by removing fill from the PROPERTY thereby expanding the Slough, restoring habitat, and providing flood control benefits to the area for the "North Campus Open Space Devereux Creek Floodplain Restoration Project," referred hereinafter as "PROJECT"; and

**WHEREAS**, the UNIVERSITY has asked for assistance from the DISTRICT including technical assistance and funding for design of the restoration grading plan for the PROJECT; and

**WHEREAS**, once the grading plan is approved by the DISTRICT, the DISTRICT will contribute an amount, not to exceed \$100,000, to the UNIVERSITY towards the grading plans and project development costs; and

**WHEREAS**, the PROJECT will remove 350,000 cubic yards of fill to help restore the floodplain, lower elevations of the area, and increase capacity for flood flows that do occur; and

**WHEREAS**, DISTRICT and UNIVERSITY desire to work cooperatively to ensure the PROJECT provides valuable restoration while providing flood control benefits.

**NOW THEREFORE**, it is mutually agreed as follows:

### SECTION I

#### **UNIVERSITY SHALL BE OBLIGATED TO:**

1. Pay for all costs required to complete PROJECT less contribution by DISTRICT as outlined below, provided UNIVERSITY will not commence the PROJECT until it has secured all funding needed for the PROJECT.
2. Complete all required Environmental Review processes, acquire all applicable permits to complete PROJECT, and complete PROJECT in conformance with said permits.
3. Contract with a consultant team to prepare hydrologic studies and prepare a grading plan for the PROJECT.
4. Consult with the City of Goleta for review of PROJECT plans and ensure continued function of the City's local drainage systems.
5. Advertise PROJECT and award construction contract to the lowest responsive and responsible bidder pursuant to State Law.
6. Construct the PROJECT in conformance with the PROJECT plans and all applicable permits.
7. Administer all construction and restoration activities.
8. Provide the project engineering information required for the Conditional Letter of Map Revision (CLOMR) application that will be submitted to the Federal Emergency Management Agency (FEMA) by the DISTRICT.
9. Undertake and fund all Right of Way acquisition costs, if any, required for the construction.
10. Invoice the DISTRICT for reimbursement of UNIVERSITY's project development costs, including grading plans and hydrologic analyses, in an amount not to exceed \$100,000, after the hydrologic analyses and grading plan have been approved by the DISTRICT.
11. Secure all remaining funds for the PROJECT from other sources such as grants and contributions.

12. Receive DISTRICT review of the hydrologic analyses and approval of the grading plans prior to construction or grading to assure flood control benefits are provided.
13. Notify DISTRICT of construction team meetings.

**SECTION II**

**DISTRICT SHALL BE OBLIGATED TO:**

1. Pay to UNIVERSITY an amount not to exceed \$100,000 for reimbursement of the project development and generation of grading plans and hydrologic analysis of the PROJECT; such payment shall be made within 90 days of UNIVERSITY's invoicing for such costs as provided in Section I above.
2. Provide technical review of project plans for conformance with applicable flood plain regulations and submit and process the application to the Federal Emergency Management Agency (FEMA) for a Conditional Letter of Map Revision (CLOMR).
3. Pay for the CLOMR application submission.
4. To assign a DISTRICT representative to PROJECT and that DISTRICT representative will attend construction team meetings or otherwise be available to address issues within the DISTRICT's interest.

**SECTION III**

**IT IS FURTHER MUTUALLY AGREED THAT:**

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.
2. Communications on this project will go through the following parties

<u>DISTRICT</u>	<u>UNIVERSITY</u>
Thomas D. Fayram, Deputy Public Works Director 130 E. Victoria Street STE 200 Santa Barbara, CA 93101 PH 805-568-3436 <a href="mailto:tfayram@cosbpw.net">tfayram@cosbpw.net</a>	Chuck Haines, Director, Capital Development 1325 Cheadle Hall, MC 2032 Santa Barbara, CA 93106 PH 805-893-8541 <a href="mailto:chuck.haines@bap.ucsb.edu">chuck.haines@bap.ucsb.edu</a>

3. Either party may terminate this Agreement in whole or in part upon thirty (30) days written notice; provided, however, DISTRICT's obligation to reimburse UNIVERSITY for development costs not to exceed \$100,000 for the grading plans and hydrologic analyses, subject to

DISTRICT's review and approval of said plans and analyses as provided in Section II, Paragraph 1, shall remain in full force and effect and shall survive the termination of this Agreement.

#### **SECTION IV**

##### **INDEMNITY AND DISCLAIMER**

1. INDEMNIFICATION BY UNIVERSITY – UNIVERSITY shall indemnify, defend and hold DISTRICT, and DISTRICT'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 or 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 UNIVERSITY, and UNIVERSITY'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 DISTRICT – DISTRICT shall indemnify, defend and hold UNIVERSITY, and UNIVERSITY'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 or 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 DISTRICT, and DISTRICT's officers, agents and employees.

#### **SECTION V**

##### **AMENDMENT**

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

#### **SECTION VI**

##### **APPLICABLE LAW**

This Agreement shall be subject to the laws, rules, and regulations in effect within the County of Santa Barbara, California, and any interpretation of the law that may be necessary shall be pursuant to the laws applicable within those 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.

#### **SECTION VII**

##### **AUTHORITY**

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any

entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with.

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

**UNIVERSITY:**

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**

By: \_\_\_\_\_

\_\_\_\_\_  
Typed or printed name and title

Date: \_\_\_\_\_

**DISTRICT:**

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Ex Officio Clerk of the Board of  
Directors of the Santa Barbara County  
Flood Control & Water Conservation  
District

By: \_\_\_\_\_  
Deputy Clerk

**SANTA BARBARA COUNTY FLOOD  
CONTROL & WATER  
CONSERVATION DISTRICT:**

By: \_\_\_\_\_  
Janet Wolf, Chair, Board of  
Directors

Date: \_\_\_\_\_

**RECOMMENDED FOR  
APPROVAL:**

Santa Barbara County Flood Control &  
Water Conservation District

By:   
\_\_\_\_\_  
Scott D. McGolpin  
Public Works Director

**APPROVED AS TO FORM:**

Michael C. Ghizzoni  
County Counsel

By:   
Deputy County Counsel

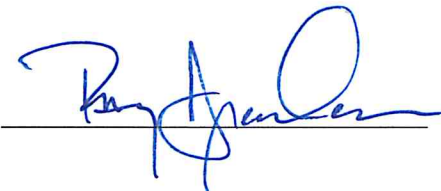
**APPROVED AS TO ACCOUNTING  
FORM:**

Robert W. Geis, CPA  
Auditor-Controller

By:   
Deputy

**APPROVED AS TO FORM:**

Ray Aromatorio, ARM, AIC  
Risk Manager

By:   
\_\_\_\_\_