

Board Contract Summary

BC _____

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 2015-16
D2.	Department Name	Flood Control
D3.	Contact Person	Tom Fayram
D4.	Telephone	x3436

K1.	Contract Type (check one):	<input checked="" type="checkbox"/> Personal Service	<input type="checkbox"/> Capital
K2.	Brief Summary of Contract Description/Purpose	to reimburse costs associated with Basin B in Orcutt	
K3.	Department Project Number		
K4.	Original Contract Amount	\$	194,151
K5.	Contract Begin Date	May 27, 2008	
K6.	Original Contract End Date	N/A	
K7.	Amendment? (Yes or No)	Yes	
K8.	- New Contract End Date	no end date	
K9.	- Total Number of Amendments	1	
K10.	- This Amendment Amount	\$	171,736.36
K11.	- Total Previous Amendment Amounts	\$	
K12.	- Revised Total Contract Amount	\$	365,887.36

B1.	Intended Board Agenda Date	May 15, 2016
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	2406 Flood/AB 1600 Fees -Orcutt
F2.	Department Number	N/A
F3.	Line Item Account Number	N/A
F4.	Project Number (if applicable)	N/A
F5.	Program Number (if applicable)	N/A
F6.	Org Unit Number (if applicable)	N/A
F7.	Payment Terms	within 14 days of execution

V1.	Auditor-Controller Vendor Number	007753
V2.	Payee/Contractor Name	Di-Mac Development
V3.	Mailing Address	124 W. Main St., STE G
V4.	City State (two-letter) Zip (include +4 if known)	Santa Maria, CA 93458
V5.	Telephone Number	
V6.	Vendor Contact Person	Tony Wells
V7.	Workers Comp Insurance Expiration Date	N/A
V8.	Liability Insurance Expiration Date	N/A
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: 2-18-16 Authorized Signature: 

**Amendment No. 1 to the
Reimbursement Agreement for Regional Retention Basin "B"
(BC No. _____)**

The reimbursement agreement between the County of Santa Barbara, the Santa Barbara County Flood Control & Water Conservation District (hereinafter collectively referred to as "County") and Di-Mac Development, Inc., a California Corporation, successor in interest to Wellmack LLC, a California Limited Liability Company (hereinafter "Developer") which was entered into on May 27, 2008 (Board Contract No. 08-00475, hereinafter "Agreement"), is hereby modified and amended as follows:

1. Paragraph 3 "Reimbursement of Fees To Be Collected" of the Agreement is hereby deleted and replaced with:

- (a) As of the Effective Date of Amendment No. 1 to this Agreement, COUNTY has collected One Hundred Seventy One Thousand Seven Hundred Thirty Six Dollars and Thirty Six Cents (\$171,736.36) of additional regional drainage fees and accrued interest. Within fourteen (14) days of execution of Amendment No. 1 to this Agreement by both parties, COUNTY shall pay DEVELOPER the sum of One Hundred Seventy One Thousand Seven Hundred Thirty Six Dollars and Thirty Six Cents (\$171,736.36), which sum represents the total fees and interest collected by COUNTY from benefitting development.

- (b) DEVELOPER hereby accepts the COUNTY's payment under Paragraphs 2 and 3(a) as full payment for Basin B and waives any and all rights or claims to any future reimbursements or fees from COUNTY, including, but not limited to, regional drainage impact fees for those lots identified in Exhibit B.

2. Paragraph 4 "Shortfall of Fees", second subparagraph, of the Agreement is hereby amended to read:

DEVELOPER recognizes that the only funds to be reimbursed from COUNTY to DEVELOPER pursuant to this Agreement are those fees already collected and on deposit plus interest accrued thereon, as identified in Paragraphs 2 and 3.

3. Paragraph 5 "Term", subparagraph (a), of the Agreement is hereby amended to read:

- (a) Such time as COUNTY has distributed through this Agreement all of the regional drainage impact fees collected for Basin B as identified in Paragraphs 2 and 3(a); or

4. Exhibit C of the Agreement is hereby deleted.

5. All other terms and conditions of the Agreement will remain in full force and effect.

IN WITNESS WHEREOF, DEVELOPER and COUNTY have executed this amendment to the Agreement by the respective authorized officers as set forth below to be effective as of the date executed by COUNTY.

COUNTY OF SANTA BARBARA:

ATTEST:
MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy

By: _____
Peter Adam, Chair
Board of Supervisors

Date: _____

**SANTA BARBARA COUNTY FLOOD
CONTROL & WATER CONSERVATION
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

By: _____
Peter Adam, Chair
Board of Directors

Date: _____

RECOMMENDED FOR APPROVAL:

By: 
Scott McGolpin
Public Works Director


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

By: 
Deputy

**APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL**

By: 
Deputy County Counsel

**APPROVED AS TO INSURANCE:
RAY AROMATORIO, ARM, AIC
RISK MANAGER**

By: 
Risk Management

By: Rg D. Padyie
Title: President

By: Ripie Wells
Title: Secretary

Tax ID No: 37-1755923