



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

Department Name: General Services
Department No.: 063
For Agenda Of: 3/3/2009
Placement: Administrative
Estimated Tme: N/A
Continued Item: No
If Yes, date from: N/A
Vote Required:

TO: Board of Supervisors

FROM: General Services Bob Nisbet, Director (560-1011) *Robert Nisbet*
Contact Info: Paddy Langlands, Assistant Director (568-3096)

SUBJECT: Sheriff's Firing Range Remediation Project #8684 Agreement Authorization

County Counsel Concurrence

As to form: Yes

Auditor-Controller Concurrence

As to form: Yes

Other Concurrence: Risk Management, Real Property

As to form: Yes

Recommended Actions:

That the Board of Supervisors:

- a) Approve and Authorize the Chair to execute the Agreement between the County of Santa Barbara and Russell Ranch which allows the Director of General Services, or designee, to pay the estimated amount of \$203,376.00 to the property owner, Russell Family Trust (hereinafter referred to as "Owner"), for the cost of remediation and demolition work required to clean the property that was leased by the County and used as a Sheriff's firing range; and
- b) Authorize the Director of General Services, or designee, to approve change orders in an amount not to exceed 10%, or \$20,337.60; and
- c) Approve the attached Budget Revision BRR #2007602.

Summary Text:

The Sheriff Department has leased the Owner's property, at no expense to the County, since 1986 and has used it as a firing range per the lease agreement. The lease agreement has expired, and the Sheriff is responsible for properly remediating the property from contaminants caused by its use as a firing range. The Owner will hire a construction company for the remediation work. The attached agreement will allow the County to reimburse Owner for this expense. The total cost to the County for the project including planning, remediation and management, is estimated to not exceed \$275,000.

Background:

The County and the Owner entered into a Lease Agreement dated April 28, 1986, for County's use of a portion of certain real property known as Russell Ranch, located at 5851 Long Canyon Road, in Sisquoc, California, for the purpose of constructing and operating a firing range facility to be used by Sheriff Department personnel. During the County's operation of the facility, improvements were constructed and certain debris from the facility was deposited on the Leased Area as well as on an adjacent property which was leased by the Owner from a third party. The Lease Agreement, which terminated July 1, 2007, required County to remove the facility and all appurtenances from the Premises upon termination of the Lease, and return the Premises to as near its original condition as reasonably possible.

The Owner intends to hire A.J. Diani Construction, a local firm, to perform the required work. The "Contractor's Cost Proposal" to the owner is attached. The "Owner-Contractor Construction Agreement" for the performance of that work is attached. The work will be performed in accordance with the "Remedial Action Plan" and its addendum; both attached. The County will monitor the work and will reimburse the Owner under the terms of the attached "County-Owner Agreement". The work includes removing infrastructure associated with the firing range including a wood building, metal railing, wood tower structure, metal target supports, concrete flatwork and rail road ties. Also all impacted soil will be excavated, hauled away as hazardous waste and the excavated areas will be re-graded to blend with surrounding contours.

The total project cost is estimated at \$275,000 and is scheduled for completion by mid April, 2009.

Performance Measure:

This project will remediate the Owner's property of any contaminants caused by the Sheriff's use of the property as a firing range.

Fiscal and Facilities Impacts:

Budgeted: Yes

Fiscal Analysis:

<u>Funding Sources</u>	<u>Current FY Cost:</u>	<u>Annualized On-going Cost:</u>	<u>Total One-Time Project Cost</u>
General Fund			\$275,000
State			
Federal			
Fees			
Sheriff's Depart.			
Total	\$ -		\$ 275,000.00

Narrative:

Funding for this project is being provided from the Capital Designation.

The total one-time Project cost including remediation, planning, design, and project management is estimated to not exceed \$275,000. Funds are available in Fund No. 0030, Dept. No. 063, Account No. 8700, Program No. 1930.

Additionally there is a generator tax that will be incurred in the next fiscal year; this amount cannot be determined until disposal has occurred but is anticipated at less than \$100,000 as a one time cost to be paid out of the Sheriff Department's operating budget.

Staffing Impacts:

Legal Positions:
0

FTEs:
0

Special Instructions:

Please forward the duplicate original services contract and a copy of the Minute Order to Todd Morrison, General Services Department - Facilities Services Div., Courthouse East Wing.

Attachments:

1. Contractor's Cost Proposal
2. Owner-Contractor Construction Agreement
3. Remedial Action Plan
4. Addendum to Remedial Action Plan
5. County-Owner Agreement
6. Budget Revision BRR #2007602

Authored by:

Todd Morrison, AC, Project Manager, (934-6228).



A. J. DIANI CONSTRUCTION CO., INC.
ENVIRONMENTAL SERVICES

December 15, 2008

Mr. Robert Russell
Russell Ranch
5851 Long Canyon Rd.
Santa Maria, CA

RE: Cost Estimate – Remediation Services
Russell Ranch Sheriff's Department Shooting Range
5851 Long Canyon Road, Sisquoc, CA

Dear Mr. Russell,

A. J. Diani Construction Co., Inc. is pleased to present this proposal for the completion of the remedial activities the former County of Santa Barbara Sherriff's Department Russell Ranch Shooting Range in Sisquoc, CA. The proposal has been prepared in accordance with the Remedial Action Plan (RAP) prepared for the site dated July 19, 2008, and revised on November 21, 2008 to include the supplemental sampling requested by the County of Santa Barbara Fire Department. Accordingly, we propose to provide the necessary labor, material and equipment required to complete the following described work:

SCOPE OF WORK

- Obtain all permits required to complete the work including; SBCo Planning and Development grading permit, SBCo APCD variance permit, SBCo APCD asbestos notification, CTS survey.
- Prepare a site specific health and safety plan in compliance with 29CFR1910.120 (Hazardous Waste Operations). Conduct site specific health and safety training upon mobilization.
- Mobilize equipment and personnel to site. Provide temporary sanitary facilities as required.
- Remove infrastructure associated with shooting range (i.e., wood building, metal railing, wood tower structure, metal target supports, concrete flatwork and railroad ties) All debris to be loaded into dump trucks and taken to either the Santa Maria landfill or Roxsand Recycling facility for disposal.
- Provide 40 hr Hazwopper trained personnel to conduct remediation work.
- Provide EPA Level C personnel protective equipment; Tyvek suits, gloves and respirators for all personnel engaged in the removal of lead impacted soil.
- Excavate and direct load impacted soil into dump trucks licensed to haul hazardous waste. Transport the waste to an approved Class I landfill for treatment and disposal by landfill. Provide pre-printed Uniform Hazardous Waste Manifest for each load leaving the site.

- Provide water trailer for dust suppression during excavation and hauling activities.
- Collect confirmation soil samples in accordance with the RAP and submit to a certified laboratory for testing. To minimize re-mobilization costs, confirmation samples from the main target area (approximately 100 samples) will be run on a 24 hr rush basis.
- Grade excavations to blend with surrounding contours and grades after receipt of confirmation that all impacted soil has been removed from the work areas.
- Install 8" straw waddle and silt fence as needed for storm water runoff protection. Hydroseed exposed areas using a County of Santa Barbara standard seed mix.
- Demobilize all equipment upon completion of site activities.
- Provide a Site Closure Report documenting all site activities for submittal to the County of Santa Barbara Fire Department upon completion of site work.

CONDITIONS AND EXCLUSIONS:

- Proposal based on labor rates compliant with latest State of California Prevailing Wage Rates.
- Proposal based on the volumes as outlined in the amended RAP dated November 21, 2008; approximately 415 cubic yards of RCRA hazardous waste and 210 cubic yards of California Hazardous waste. Volumes are estimates and may vary depending on the results of confirmation sampling.
- Work to be done during normal working hours and days (Monday-Friday, 7:00am to 5:00pm)
- Proposal based on water for dust control being provided by property owner.
- Proposal excludes backfilling excavations with import fill.

COST OF SERVICES:

The budget estimate for the completion of all activities as outlined above is: \$ 193,376.00
Actual costs to be billed on a unit basis per the following schedule.

Unit price breakdown of project costs:

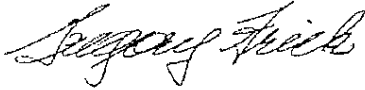
Item	Unit	Rate	Total
Project oversight:	1 LS	\$ 2,550.00	\$ 2,550.00
Walch Geosciences	1 LS	\$ 6,750.00	\$ 6,750.00
Mobilization / De-mobilization	1 LS	\$ 2,250.00	\$ 2,250.00
Surveys (biological, asbestos)	1 LS	\$ 6,200.00	\$ 6,200.00
Permits (Fire, Planning/building, APCD)	1 LS	\$ 5,500.00	\$ 5,500.00
Bond:	1 LS	\$ 2,250.00	\$ 2,250.00
Demo Facility:	1 LS	\$ 14,300.00	\$ 14,300.00
Excavate Soil:	845 tons	\$ 14.25/ton	\$ 12,041.00
Soil Analytical, Normal turn around:	80 ea	\$ 44.00	\$ 3,520.00
Soil Analytical, 24 hour rush:	100 ea	\$ 88.00	\$ 8,800.00
Haul/dispose RCRA waste:	560 tons	\$182.00/ton	\$101,920.00
Haul/dispose Cal-Haz waste:	285 tons	\$ 87.00/ton	\$ 24,795.00
Hydroseed:	1 LS	\$ 2,500.00	\$ 2,500.00
Total:			\$193,376.00

Should additional work be required to remove impacted soil revealed by clearance sampling; work will be billed at the above unit rates for excavation, haul and disposal. Additional unit rates for items required to support this activity are:

Oversight - Project Manager:	\$ 105.00/hour
Oversight – Geologist:	\$ 105.00/hour
Excavation crew (4 hr min):	\$ 2,010.00
Excavation crew (full day):	\$ 4,020.00
Additional clearance samples (total lead):	\$ 44.00/ea(normal tat)
Additional clearance samples (total lead):	\$ 88.00/ea (24hr rush)
Additional clearance samples (STLC lead):	\$ 90.00/ea(normal tat)
Additional clearance samples (STLC lead):	\$ 180.00/ea (24hr rush)
Additional clearance samples (TCLP lead):	\$ 90.00/ea(normal tat)
Additional clearance samples (TCLP lead):	\$ 180.00/ea (24hr rush)

Thank you for allowing us to submit this proposal and we look forward to meeting with you at your earliest convenience to discuss it. In the meantime, if you have any questions please feel free to contact the undersigned at 805-925-9533.

Respectfully,



Gregory Frick
Project Manager

CONSTRUCTION CONTRACT

CONTRACTOR: A. J. Diani Construction Co., Inc.
 P.O. Box 636
 Santa Maria, California 93466
 805-925-9533/Fax 805-922-9933

OWNER/LESSOR: Robert Russell

This Agreement is made this 11th day of FEBRUARY, 2009 between A. J. DIANI CONSTRUCTION CO., INC. (Contractor) and ROBERT RUSSELL (Owner).

The work described in Section 1 below shall be performed in accordance with the County of Santa Barbara approved Remedial Action Plan dated July 18, 2008, and modified on November 21, 2008, as prepared by A. J. Diani Construction Co., Inc., for the remedial activities at the Russell Ranch Sheriff Department Shooting Range, a copy which is attached to this contract and incorporated herein.

1. **SCOPE:** Contractor agrees to furnish all labor, materials, equipment and other facilities required to complete the scope of work as detailed in the proposal prepared by A. J. Diani Construction Co., Inc. dated December 15, 2008, a copy which is attached to this contract and incorporated herein. The scope includes but is not limited to obtaining all permits required to complete the work (SBCo Planning and Development grading permit, SBCo APCD variance permit, SBCo APCD asbestos notification, CTS survey); preparation of a site specific health and safety plan in compliance with 29CFR1910.120 (Hazardous Waste Operations); performance in PPE Level C; wage payments in accordance with State of California Prevailing Wage Rates; obtaining a "Determination of Site Closure" and the issuance of a "No Further Action" letter from the County of Santa Barbara Fire Department, Protective Services Division.
2. **PRICE AND PAYMENT:**

A. Payment. Owner agrees to pay Contractor for the performance of the work on a line item unit price basis based upon final actual quantities as detailed in the proposal prepared by A. J. Diani Construction Co., Inc. dated December 15, 2008.

Payment shall be made upon completion of the work in accordance with Contractor's application for payment. Payment shall be made within 10 days of receipt by Owner of funds received from the County of Santa Barbara (County) in accordance with the executed Agreement between Owner and County, a copy which is attached to this contract and incorporated herein. Contractor agrees to furnish to Owner, or Owner's agent if directed, certified payrolls for confirmation of payment of prevailing wages, releases of claims for labor, material, subcontractors, and/or suppliers prior to receipt of payment.

B. Conditions Precedent. Contractor acknowledges and agrees that performance by all parties under the Contract shall be expressly conditioned upon Owner's entry into a written agreement with the County (the "Remediation Agreement"), finally approved by the County's Board of Supervisors, in the form attached hereto as Exhibit B.

C. Conditions to Payment. Contractor further acknowledges that payments to Contractor are conditioned upon Owner's receipt of payment from the County and shall not be a personal obligation of Owner. In the event that the County fails to make timely payment under the does not perform in a timely manner under the Remediation Agreement, Contractor waives any and all job rights (including mechanic's lien rights). Both parties agree that in the event of a default by the County under the Remediation Agreement that causes a non-payment by Owner under this Agreement, Owner shall assign Owner's contractual rights concerning said non-payment against the County to Contractor in full satisfaction of Owner's obligations under this Agreement.

- 3. **CHANGES:** Any change, alteration or deviation from the scope of work, whether or not it involves an extra cost of materials or labor, will be performed only when approved in writing by all parties or their authorized agents.
- 4. **INSURANCE:** Prior to the performance of any work the Contractor shall furnish to the Owner, Certificates of Insurance evidencing that the Contractor has insurance covering its liability under Workers Compensation, comprehensive general liability insurance covering bodily injury and property damage and pollution liability. Insurance shall be maintained in force until the work is completed and name the Owner and the County of Santa Barbara, its officers and employees, as "Additional Insured". Contractor agrees to indemnify and hold harmless Owner against any claims, actions or demands against Owner, and against any damages, liabilities or expenses, including reasonable attorney fees, for personal injury or death or for loss or damage to property, arising out of or in connection with the performance of the work by Contractor.

Contractor acknowledges that Contractor will comply with the insurance requirements contained in the Remediation Agreement, particularly Paragraph 7, which reads:

7. **INSURANCE:** RUSSELL shall ensure that the Contract between RUSSELL and Contractor includes provisions requiring Contractor to carry the following insurances:

- a. Workers' Compensation Insurance: Statutory Workers' Compensation and Employers Liability Insurance shall cover all Contractor's staff, any subcontractors and their staff, as well as any independent contractors while performing any work incidental to the performance of this Agreement or the Project. The policy shall provide that no cancellation, expiration or reduction of coverage shall be effective or occur until at least thirty (30) days after receipt of such notice by RUSSELL and COUNTY.
- b. General and Automobile Liability Insurance: The general liability insurance shall include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations of Contractor and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by Contractor under the Contract. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of Contractor pursuant to Contractor's activities in regard to the Project. Contractor shall require all subcontractors to be included under its policies or furnish separate certificates and endorsements

to meet the standards of these provisions by each subcontractor. RUSSELL and COUNTY, its officers, agents, and employees shall be Additional Insured status on any policy. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each shall be included in the policies. A copy of the endorsement evidencing that the policy reflects the Additional Insured status must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

Said policy or policies shall include severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form:

"Such insurance as is afforded by this policy shall be primary and if the COUNTY or RUSSELL has other valid and collectible insurance, that other insurance shall be excess and non-contributory."

If the policy providing liability coverage is on a 'claims-made' form, Contractor is required to maintain such coverage for a minimum of three years following completion of the performance or attempted performance of the provisions of this Agreement and the Project. Said policy or policies shall provide that COUNTY and RUSSELL shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

c. Environmental Impairment Liability Insurance: Environmental Impairment Liability Insurance shall be provided by Contractor, written on a Contractor's Pollution Liability form or other form acceptable to COUNTY and RUSSELL providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The limit of liability of said policy or policies shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. All activities contemplated in the Contract shall be specifically scheduled on the policy as "covered operations". The policy shall provide coverage for the hauling of waste from the Project site to the final disposal location, including non-owned disposal sites; and shall name RUSSELL and COUNTY as additional insureds.

Completed operations coverage shall extend a minimum of THREE (3) years after the Project is completed. Coverage shall be included on behalf of Contractor for covered claims arising out of the actions of independent contractors.

All insurance coverages are to be placed with insurers which (1) have a Best's rating of no less than A: VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of RUSSELL and COUNTY. Such insurance coverage shall be maintained during the term of this Agreement.

- 5. **WARRANTY:** Representations by Contractor are opinions based upon Contractor's site investigation and evaluation of the data. The performance of services by Contractor applies a level of effort consistent with current and standard professional and scientific practice. Environmental site assessments have practical limitations and therefore should not be construed as a guarantee that all environmental issues have necessarily been identified. Contractor warrants that to the best of its knowledge the investigation and site remediation activities address the site contamination associated with the past activities of the Santa Barbara County Sheriff Department Russell Ranch Shooting Range.

Contractor warrants to Owner that all materials and equipment furnished and work performed under this contract will be performed in a good and workmanlike manner and shall be of good quality and free from faults and defects. All work not conforming to these requirements and adjudged to be defective or improperly installed shall be replaced at Contractors cost and expense. This warranty shall apply for a period of one year from the completion of the work.

- 6. **BONDS:** Prior to the inception of the work Contractor shall furnish to Owner with a Faithful Performance Bond and Payment Bond in the amount of 100% of the contract amount
- 7. **INDEMNIFICATION:** Contractor shall indemnify and hold harmless the Owner, the Owner's agents, and the County of Santa Barbara, its officers and employees, from claims, demands, and causes of actions and liabilities of every kind arising out of or in connection with Contractor's performance of the work.
- 8. **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and shall, at its sole cost and expense, comply with all laws, rules, ordinances and regulations. Contractor shall obtain all necessary licenses, pay all sales and/or use taxes, Federal and/or State income taxes, insurance's and contributions for social security, unemployment and employee benefits required by labor agreements which are incurred by the Contractor whether levied under existing or subsequently enacted laws, rules or regulations.
- 9. **PROTECTION OF CONTRACTOR'S WORK:** Contractor shall effectively secure and protect its work and assume full responsibility for the condition thereof until final acceptance by Owner, except for 'Acts of God' and damage or harm caused by the Owner or Owner's agents.
- 10. **ATTORNEY FEES:** In the event action or arbitration is initiated by either party for the enforcement of any term or condition of this contract, the prevailing party shall be entitled to an award of reasonable attorney's fees, in addition to, costs and reasonable expenses incurred in the prosecution of such action.

CONTRACTOR:

A. J. DIANI CONSTRUCTION CO., INC.

By: James A. Diani

Title: PRESIDENT

Date: 2/10/09

CA Contractor's License No. 178450

OWNER/LESSOR:

ROBERT RUSSELL

By: Robert J. Russell

Title: Owner

Date: 2/5/09



A.J. DIANI CONSTRUCTION CO., INC.
GENERAL BUILDING • GENERAL ENGINEERING • ENVIRONMENTAL SERVICES

July 18, 2008

Robert R. Mott
Sheriff's Department
County of Santa Barbara
4434 Calle Real - P. O. Box 6427
Santa Barbara, California 93160-6427

RE: Remedial Action Plan
Russell Ranch Sheriff's Department Range
5851 Long Canyon Road, Sisquoc, CA

Dear Mr. Mott:

This report presents a Remedial Action Plan (RAP) for removing and disposing of soil containing lead concentrations at the Russell Ranch Sheriff's Department Range (aka Sisquoc Shoothouse) referenced above (Site). Included are the results of additional soil sampling which was conducted in June, 2008 and the estimated distribution of soil containing lead at the Site.

This work was conducted in accordance with the work plan revision letter dated March 26, 2008 and conditionally approved by Santa Barbara County Fire Prevention Services in a letter dated April 16, 2008. Site and background information and the results of the initial soil sampling were presented in the "Additional Assessment of Soil Containing Lead Concentrations" letter prepared for the Santa Barbara County Sheriff's Department and dated January 17, 2008.

RESULTS OF ADDITIONAL SOIL SAMPLING

To further assess soil containing lead concentrations at the Russell Ranch Sheriff's Department Range, a total of 138 soil samples were collected at various target areas at the Site. Personnel with A. J. Diani Construction and Waich Geosciences conducted the soil sampling on June 10 and 11, 2008. Backdrop and target areas at the site were divided into five specific areas. These include the pad surface, cut slope backdrop, east mid-range target, south long-range targets at 200 and 400 yards, and the railroad tie area. These areas are shown on Figures 1 and 3.



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www.diani.com

Pad Surface Samples:

A grid consisting of 152 cells, each with an area of about 10 feet by 10 feet, was laid out over the southern portion of the cut-and-fill pad where most of the target practice and shoothouse activities occurred (See Figure 1). The cells were numbered from one to 152 beginning at the southeast corner and ending at the northwest corner. Using a random number generator available from internet sources (Figure 2), approximately 10 percent of the grid cells, or 16, were selected for sampling. Note, however, that selected cells 1 and 2 are at the southeast corner of the site, much of which is covered by a concrete pad. Therefore, cells 140 and 150 which are in areas where soil evaluation is more pertinent to the project were substituted. On June 10, 2008, the approximate center of each cell was sampled at ground surface (below any surface cover such as pea gravel or plastic, if present) and at 6 inches below ground surface. Samples were collected using a shovel and transferring the soil into 4-ounce glass jars with Teflon-lined lids. Each sample was labeled and placed on ice pending transport to the analytical laboratory. The samples from the pad surface are labeled as RR-[cell number]-sfc (surface) or -6".

Cut Slope Backdrop:

At the time of initial soil sampling in September, 2007, the cut slope was divided into 18 sections, or "cells," approximately 10 feet wide. These same cell areas were additionally sampled to evaluate soil deeper into the cut slope. Prior to sampling, much of the loose soil, or slough, was removed from the cut slope using a backhoe. The removed soil was stockpiled on the pad surface near the base of the slope and covered with plastic. As suggested by the Santa Barbara County Fire Prevention Division (SBCFPD), approximately every third cell was selected for sampling. Where appropriate, the cells were selected based on the initial sample results.

Six cells, BD2, BD5, BD8, BD10, BD13 and BD16 were selected for additional sampling. Three sample sites were selected in each cell which ranged in height from 4 feet to 10 feet above grade. The sample site in each cell was designated "A" for the highest sample, "B" for the middle sample and "C" for the lowermost sample. Samples were collected at each sample site from the cut slope surface and, using a backhoe bucket to excavate into the cut slope, from one foot and two feet horizontally into the slope face. Soil was collected directly from the slope face at each sample site using a shovel and transferred into clean 4-ounce glass jars with Teflon-lined lids. Each sample was labeled and placed on ice pending transportation to the analytical laboratory. The samples are labeled as BD[cell number]-A, -B, or -C, -sfc (surface), -1', or -2'.

East Mid-Range Target Area:

The target area across the dry stream valley east of the site was sampled on June 11, 2008. A large, 4.5' diameter steel target remains in the target area. Two sample sites were selected at 20 feet distance above and below the steel target. In addition, four sample sites were selected on both sides of the target at distances ranging from 1 foot to 5 feet (Figure 3). At each sample site, soil was collected at ground surface and at 1 foot and two feet below ground surface. Surface samples were collected using a shovel and transferring the soil into 4-ounce glass jars with Teflon-lined lids. Deeper samples were collected using a backhoe, collecting soil directly from the backhoe bucket and placing the soil in 4-ounce glass jars with Teflon-lined lids. Each sample jar was labeled and placed on ice pending transport to the analytical laboratory. The mid-range samples were labeled MR[site number, i.e., 1, 2, 3 or 4]-sfc (surface), -1', or -2'.

South Long-Range Target Areas at 200 Yards and 400 Yards:

The long-range target areas are south of the pad area in the relatively flat area of the dry stream bed. The 200-yard long-range target area is at a slight rise in ground elevation approximately 200 yards from the Site. The 400-yard long-range target area is at the base of a hill which rises above the stream valley (Figure 3). At each long-range area, four sample sites were selected and soil samples collected at ground surface and at one- and two-feet below ground surface. Samples were collected and handled the same as for the mid-range samples. The long-range samples were labeled LR[distance, i.e., 200 or 400]-[site number, i.e., 1, 2, 3 or 4]-sfc (surface), -1' or -2'.

Railroad Tie Area:

Following the removal of the railroad ties which were used as side walls for the training shoothouse, soil immediately adjacent to the railroad tie walls was sampled. Soil directly beneath the railroad ties could not be sampled as the ties were set on a buried concrete foundation wall. Two sample sites adjacent to the inside and outside of each of the two tie walls were selected (Figure 1). Because the hardness of the ground surface made penetration with hand tools almost impossible, the backhoe was used to scrape surface soils and to excavate to a depth of one foot at each sample site. Samples were collected by driving 1.5-inch by 3-inch stainless steel tubes into the soil in the backhoe bucket. The tubes were then capped on each end using Teflon sheets and plastic caps, labeled and placed on ice for transport to the analytical laboratory. Soil samples collected from adjacent to the railroad-tie walls were labeled RRT[site number, i.e., 1, 2, 3 or 4]-sfc (surface) or 1'.

In addition to the sampling areas described above, two samples were collected from the stockpiles of soil scrapped from the cut slope. These samples were collected using a

hand shovel and transferring the soil into 4-ounce glass jars with Teflon-lined lids. The samples were labeled and placed on ice pending transport to the analytical laboratory. These samples were labeled "Stockpile 1" and "Stockpile 2." Also, a sample of the clay pigeons used as targets at the site was collected for laboratory analyses.

LABORATORY ANALYSES OF SOIL SAMPLES

At the completion of each day of sampling, the soil samples were delivered to the Oilfield Environmental and Compliance, Inc. (OEC) laboratory in Santa Maria, California. The surface samples collected from the pad surface, cut slope, mid-range and long-range target areas and the stockpile samples were analyzed for total lead in accordance with EPA Method 6020. Samples collected from the railroad tie-wall area were analyzed for Volatile Organic Compounds (VOC) in accordance with EPA Method 8260B, Semi-Volatile Organic Compounds (SVOC) in accordance with EPA Method 8270C, and 17 CAM metals by EPA 6000/7000 Series Methods. The clay pigeon sample was analyzed for cresols and phenols in accordance with EPA Method 8270C. Upon receipt of the laboratory results for these initial samples, 32 samples from deeper depths were further analyzed for total lead and 6 samples were analyzed for soluble lead in accordance with EPA Method 6020. In addition, 18 samples were analyzed for Toxicity Characteristic Leachate Procedure (TCLP) in accordance with 6000/7000 Series Method.

Analytical results of the soil samples collected on June 10 and 11, 2008 are presented in Table 1. The laboratory reports are included in Attachment A. The laboratory results indicate that the surface samples contained total lead concentrations ranging from 3.2 milligrams per kilogram (mg/kg) to 87,000 mg/kg. Soluble lead concentrations for the six select samples ranged from 14 milligrams per liter (mg/L) to 280 mg/L, all of which exceed the soluble threshold limit concentration (STLC) of 5 mg/L. TCLP analyses of select samples resulted in the detection of soluble lead concentrations ranging from 1.5 mg/L to 180 mg/L. The samples collected adjacent to the railroad tie walls did not contain detectable concentrations of VOC or SVOC, and metals which were detected were below the maximum contaminant levels for each constituent. The clay pigeon material did not contain detectable concentrations of phenols or cresols.

REMEDIAL ACTION PLAN

Volume of Soil Containing Lead:

The results of the laboratory analyses of soil samples were plotted on the site plan to identify areas where soil containing lead should be removed (Figure 1). The laboratory results provide sufficient data to estimate the volume of soil containing lead concentrations which are to be removed from the site. The following table shows each

area and the estimated volume of soil to be removed. These areas are illustrated on Figure 1.

ESTIMATED VOLUME OF SOIL CONTAINING LEAD CONCENTRATIONS
 TO BE REMOVED FROM THE RUSSELL RANCH RANGE

Cells or Sample Location	Number of Cells (10' x 10' each)	Area (square feet)	Depth (feet)	Total Volume (cubic yards)
<i>Cut Slope</i>				
BD1 to BD3 BD15 to BD18	7	700	1	26
Area 21	n/a	225 (15' x 15' area)	1	9
BD4 to BD8	5	500	2	37
BD9 to BD15	7	700	3	78
<i>Pad Surface</i>				
RR134 to RR147 RR133 to RR125 RR98 to RR106 RR97 to RR89	49	4,900	1	182
RR72 to RR64	9	900	0.5	17
<i>Mid-Range Target</i>				
All	n/a	1,200 (60' x 20' area)	2	90
<i>Long-Range Targets</i>				
LR200 - All	n/a	400 (20' x 20' area)	2	30
LR400-4	n/a	450	1	18
TOTAL VOLUME OF SOIL				487

Soil samples collected from the pad surface for all remaining cells contained concentration of total lead below 50 mg/kg. Therefore, excavation of soil beneath the gravel and concrete surface cover for these cells is not proposed.

Scope of Work for Soil Remediation:

Prior to initiating remedial work, soil samples will be collected as required by the disposal site, Clean Harbors Landfill in Buttonwillow, California, to characterize the soil for appropriate treatment and/or disposal. Grading and/or other required permits will also be obtained.

Beginning with the cut slope area, soil in each of the areas shown in the table will be excavated using a backhoe or other equipment to the depths indicated. The soil will be scraped from the cut slope and loaded immediately onto trucks for transport to the disposal facility. Between loads, as needed, excavated soil will be stockpiled onsite on plastic sheeting and covered with plastic sheeting. Following soil removal, confirmation samples will be collected from the soil/rock material left in place to ensure all soil containing lead concentrations has been removed. Samples will be collected from the slope surface from every third cell at heights between 4 and 8 feet above grade. The clean-up level for soils left in place for all areas will be 50 mg/kg total lead.

Following soil removal from the cut slope, the gravel and plastic sheeting covering the pad surface for cells RR64 through RR152 will be removed. Native soil underlying these surface materials will be scraped to depths as indicated for the cells in the above table. The soil will be loaded onto trucks for transport to the disposal facility. Confirmation samples will be collected from the soil left in place. Similar to the procedures used for the additional sampling, a random number generator will be used to select approximately 10 percent of the grids for confirmation samples.

For the mid-range and long-range targets, soil will be removed surrounding the target areas to the depths and square footages indicated in the above table. The soil will be loaded onto trucks for transport to the disposal facility, and confirmation samples will be collected from soils remaining in place.

The removed soils will be transported to Clean Harbors Landfill in Buttonwillow, California and treated/disposed as dictated by the waste classification. Documentation of the soil disposal will be provided by Clean Harbors Landfill.

Upon completion of all excavation activities, the remaining surface materials used for the shooting range including concrete pads and walkways, gravel, plastic sheeting, shelters or buildings, and other structures except for the perimeter fencing, will be demolished and removed from the site. With the exception of any remaining railroad ties, these materials will be disposed at a Class III landfill.

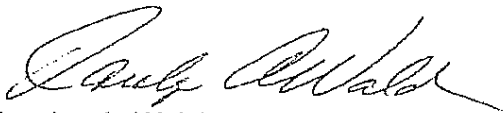
Following confirmation that all soil containing lead concentrations exceeding California State maximum contaminant levels has been removed, a closure report will be prepared for Santa Barbara County Fire Prevention Division. The report will include (1) procedures used and volume of soil removed, (2) hazardous waste manifests, (3) treatment/disposal documentation, (4) laboratory results of the confirmation samples, and (5) request for site closure.

LIMITATIONS

The work proposed in this work plan is intended exclusively for the evaluation and remediation of surface and near-surface soil conditions as they pertain to the property known as the Russell Ranch Sheriff's Department Range, 5851 Long Canyon Road, Santa Maria, California. The professional services proposed for this work will be performed in accordance with practices generally accepted by other geologists and environmental professionals and contractors working in this field. No other warranty, either expressed or implied, is made. As with all subsurface investigations or remediations, there is no guarantee that the proposed work will identify or remove all sources or locations of hazardous substances in the subsurface. All soil removal and sampling associated with this work plan will be conducted under the supervision of a California Registered Geologist or other appropriately registered professional.

Should you have any questions regarding the work proposed in this work plan, please contact Gregory Frick, A. J. Diani Construction Co., Inc., (805) 925-9533.

Sincerely,



Carolyn A. Walch
WALCH GEOSCIENCES
CA Registered Geologist 4011



cc: Matt Chircop, Santa Barbara County Fire Prevention Division
Gregory Frick, A. J. Diani Construction Co., Inc.

Attached:

- Figure 1: Site Plan of Cut Slope and Pad Surface Showing Grid System and Proposed Areas For Soil Removal.
- Figure 2: Random Numbers Generated by "QuickCalcs" Online Calculators
- Figure 3: Site Plan Showing Mid-Range and Long-Range Target Areas and Proposed Areas for Soil Removal.
- Table 1: Laboratory Results of Additional Soil Sampling June 10 and 11, 2008

- Attachment A: Laboratory Reports and Chains of Custody

RUSSELL RANCH
SHERIFF'S DEPT. RANGE

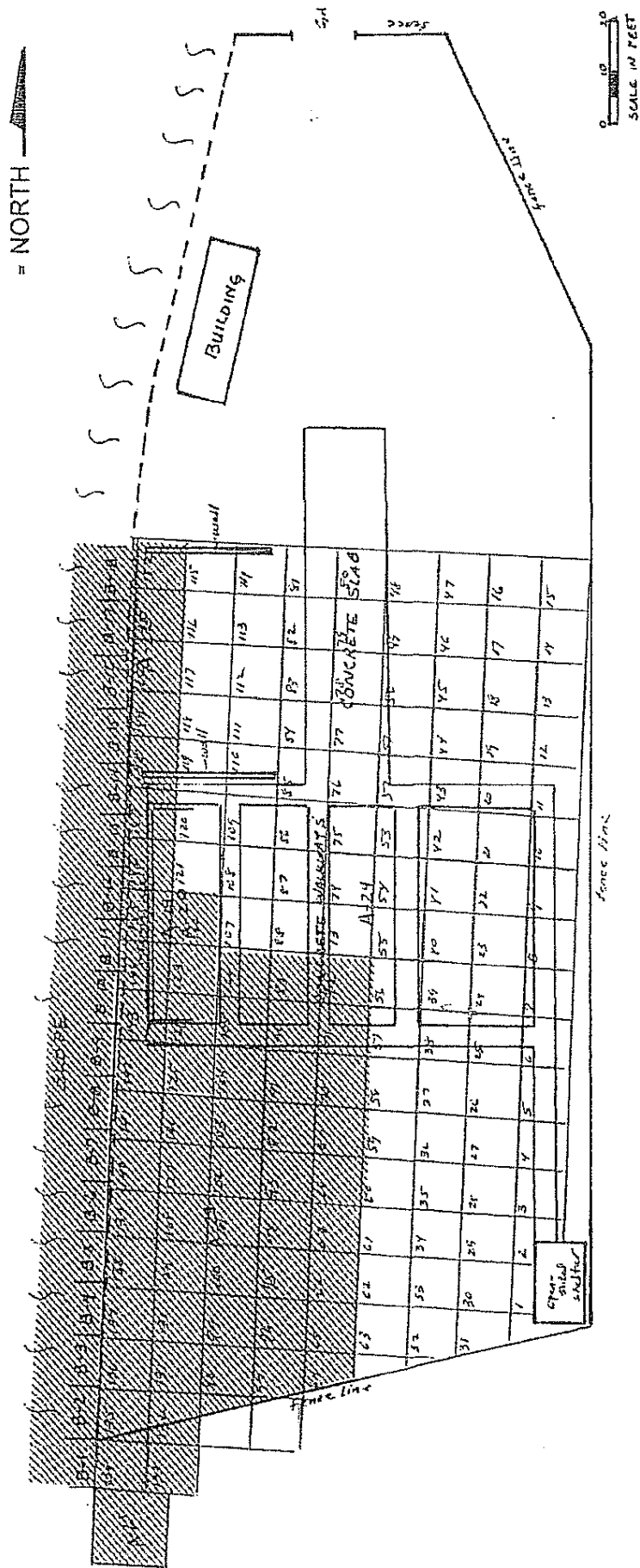
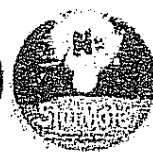


Figure 1: Site Plan of Cut Slope and Pad Surface Showing Grid System and Proposed Areas for Soil Removal

Try out
free d

QuickCalcs Online Calculators for Scientists

1. Select category
2. Choose calculator
3. Enter data
4. V

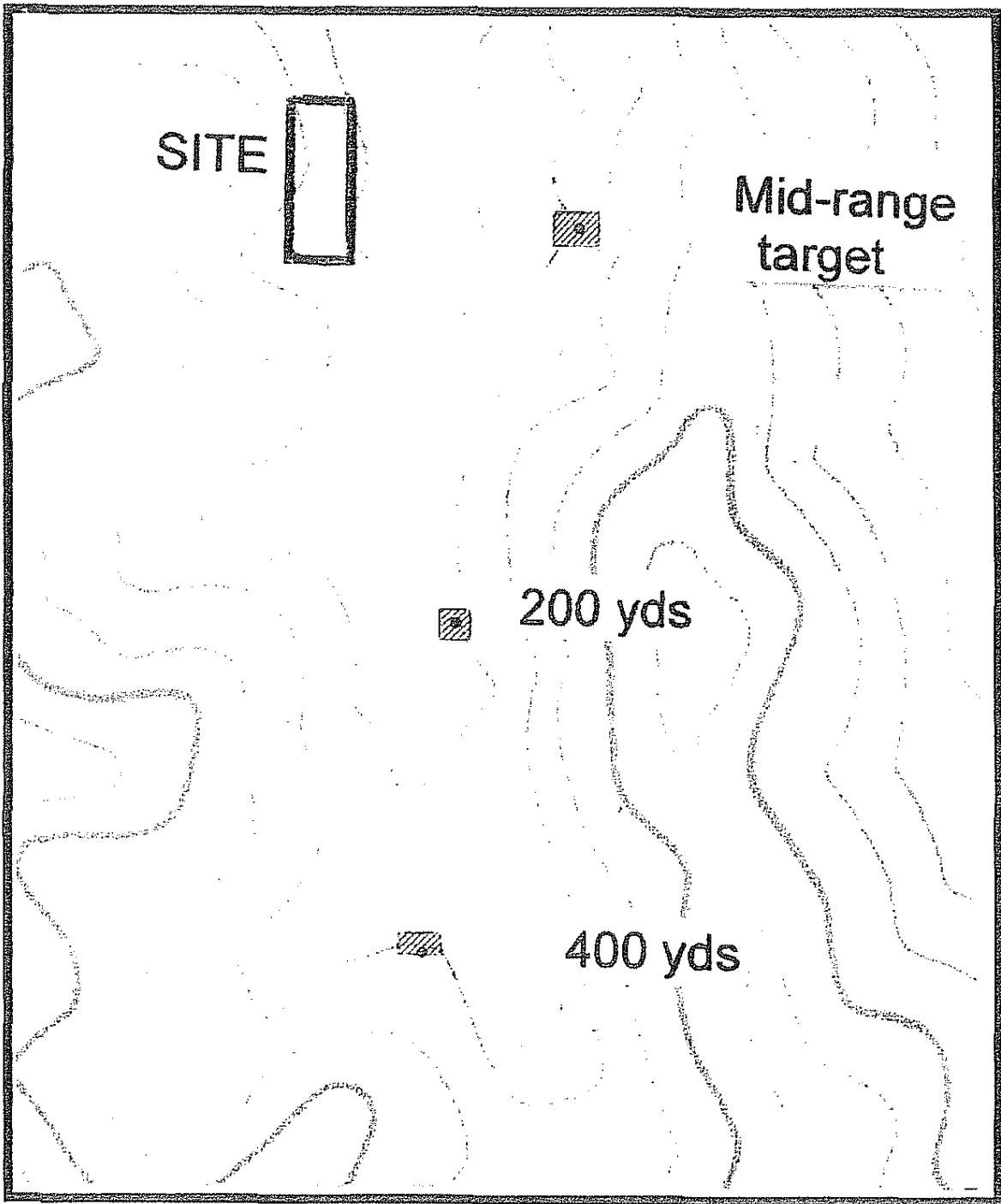
Random numbers

Each value was randomly selected, with an equal chance of choosing any integer between 1 and 154.

Row #	A
1	108
2	13
3	126
4	7
5	37
6	109
7	102
8	133
9	1
10	69
11	131
12	144
13	120
14	2
15	135
16	120
17	101

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Figure 2: Random Numbers Generated by "QuickCalcs" Online Calculators



NORTH



Figure 3:
Site Plan Showing Mid-Range and Long Range Target Areas
and Proposed Areas for Soil Removal

Project: Russell Ranch Agreement
A.P.N.: 101-040-021

AGREEMENT
(RUSSELL RANCH FIRING RANGE REMEDIATION)

THIS AGREEMENT is made by and between the COUNTY OF SANTA BARBARA, a political subdivision of the State of California, (hereinafter referred to as "COUNTY"), and ROBERT RUSSELL and the RUSSELL FAMILY TRUST, dated December 29, 1979, SUCCESSORS IN INTEREST TO R.G. RUSSELL AND SON, INC. the OWNER of the Premises (as defined below), LESSEE of the Shell Property (as defined below) and LESSOR of the Lease Agreement with the COUNTY OF SANTA BARBARA dated April 28, 1986. (hereinafter referred to as "RUSSELL"); with reference to the following:

WHEREAS, COUNTY and RUSSELL entered into a Lease Agreement (hereinafter "Lease") dated April 28, 1986, for COUNTY'S use of a portion of that certain real property known as Russell Ranch, located at 5851 Long Canyon Road, in Sisquoc, California, also known as Santa Barbara County Assessor Parcel Number 101-040-021, (hereinafter "Premises"), for the purpose of constructing and operating a firing range facility (hereinafter "the Sisquoc Shootouse" to be used by COUNTY'S Sheriff's Department personnel); and

WHEREAS, during COUNTY'S operation of the facility, improvements were constructed and certain debris from the facility was deposited on the Premises as well as on the adjacent property (Santa Barbara County Assessor Parcel Number 101-040-005) which was leased by Russell from a third party (hereinafter "Shell Property")(together the "Premises" and the Shell Property are collectively referred to as the "Leased Area"); and

WHEREAS, portions of the debris deposited on the Leased Area are described in the Remedial Action Plan referred to below; and

WHEREAS, the Lease, which terminated July 1, 2007, required COUNTY to remove the facility and all appurtenances from the Leased Area upon termination of the Lease, and return the Leased Area to as near its original condition as reasonably possible; and

WHEREAS, the parties desire to allocate costs and responsibilities associated with the restoration of the Leased Area and the performance of the activities called for in the Remedial Action Plan referred to below; and

WHEREAS, COUNTY and RUSSELL agree that A.J. Diani Construction Company, Inc., a California Corporation, is acceptable to both parties as the designated remediation contractor (hereinafter "Contractor"), to remove the facilities, and remove and

dispose of soil contaminated by COUNTY'S use of the Leased Area as a firing range, including any portion of the Shell Property that was impacted by COUNTY'S operations; at COUNTY'S sole cost and expense, subject to the following:

1. **SCOPE OF WORK:** The removal of facilities and remediation of the property (the "Project") shall be performed by Contractor, pursuant to the Contract between RUSSELL and Contractor. ROBERT RUSSELL shall oversee the work of Contractor. ROBERT RUSSELL'S responsibilities to oversee the work are limited to those things stated in Section 3. below.

The scope of the Project is to clear the Leased Area, including the Shell Property, of all improvements constructed under the Lease and to remove and dispose of lead contaminated soil caused by operations of the Sisquoc Shoothouse in accordance with the Remedial Action Plan (RAP) reviewed and approved by all applicable regulating authorities, including the Santa Barbara County Fire Prevention Division (hereinafter "Regulator"), and attached hereto as Exhibit "A", and incorporated herein by reference (hereinafter "RAP"), and to hydroseed any disturbed areas to minimize erosion and other environmental impacts. The purpose of the Project is to return the Premises and the Shell Property to substantially the same condition that existed prior to commencement of the Lease, and to remediate any contamination caused by operation of the Sisquoc Shoothouse. Completion of the Project will be evidenced by the Regulator's determination of Site Closure for the Premises and the Shell Property. Completion of the Project will satisfy COUNTY'S obligations under the Lease, and relieve COUNTY of any liability regarding contaminants deposited on the Leased Area. ROBERT RUSSELL shall allow and facilitate access to the Leased Area by COUNTY and CONTRACTOR as reasonably necessary for the completion of project.

Any changes to the scope of work shall be approved by COUNTY and RUSSELL according to Section 3 hereof.

2. **PAYMENT BY COUNTY:** COUNTY shall pay all costs associated with the Contract between RUSSELL and Contractor (hereinafter "Diani Contract"), attached hereto as Exhibit "B" and incorporated herein by reference, including reasonable administrative costs, including attorney fees, at the agreed hourly rate of Two Hundred fifty dollars (\$250.00) for work performed by RUSSELL'S attorneys related to the Project incurred by RUSSELL in an amount not to exceed TEN THOUSAND DOLLARS (\$10,000). The total estimate for the Project is ONE HUNDRED NINETY-THREE THOUSAND THREE HUNDRED SEVENTY-SIX DOLLARS (\$193,376), as shown on Exhibit B hereof. Prior to any payment made by RUSSELL pursuant to this agreement, COUNTY shall have the right to review and approve any and all invoices submitted and the work performed by Contractor.

Upon substantial completion of the Project, as determined by COUNTY and RUSSELL, COUNTY shall pay to RUSSELL NINETY-FIVE PERCENT (95%) of the final cost of the Project which has been approved by COUNTY, including the aforementioned administrative costs incurred by RUSSELL. Upon agreement by COUNTY and RUSSELL that the Project has been substantially completed, RUSSELL shall submit to COUNTY an accounting of all costs incurred.

Final completion of the Project will be evidenced by the Regulator's determination of Site Closure and the issuance of a "no Further Action" letter for the Premises and the Shell Property. Upon final completion of the Project, COUNTY shall pay to RUSSELL the remainder of the amount due under the Contract, and any additional administrative costs incurred by RUSSELL. In no event shall the total of all administrative costs incurred by RUSSELL and paid by COUNTY exceed TEN THOUSAND DOLLARS (\$10,000.00).

3. **ADMINISTRATION AND ENFORCEMENT:** This Agreement shall be administered and enforced for COUNTY by COUNTY'S Director of General Services, or designee, and for RUSSELL by Robert Russell, or designee. Such administration and enforcement shall include the right to review and approve any proposed changes to the scope of work as described herein, including any change orders, and the obligation to monitor, review and approve all invoices submitted and payment made pursuant to the Contract. Each party hereto shall provide the other party written notice indicating the name and contact information for any designee under this Section.

Notwithstanding, COUNTY'S Director of General Services, or designee, shall only be authorized to pay an amount not to exceed the total Contract amount that has been approved by COUNTY'S Board of Supervisors. Any change orders or approvals under this Agreement that authorize expenditures that exceed that amount must be approved by the Director of General Services and/or COUNTY'S Board of Supervisors.

The COUNTY shall also have right to review and confirm the Contractor's Insurance and Payment Bonds required.

4. **NOTICES:** Any notice to be given to the parties shall be in writing and shall be served, either personally or by mail, to the following:

COUNTY: County of Santa Barbara
Real Estate Services Manager
1105 Santa Barbara Street, 2nd Floor, East Wing
Santa Barbara, CA 93101
Facsimile: (805) 568-3249

RUSSELL: Robert S. Russell
5851 Long Canyon Road
Sisquoc, CA 93454-9595

or to the parties at such other place as may be designated in writing. Such notices shall be served by depositing them addressed as set out above, postage prepaid, in the U.S. mail, reliable overnight courier, or by personal delivery. The date of mailing, or in the event of personal delivery, the date of delivery shall constitute the date of service.

5. **TERM:** The term of this Agreement shall commence upon final execution of this Agreement, and shall terminate THIRTY (30) days after all work under the Contract has been completed and the Regulator has issued a determination of Site Closure for the Premises and the Shell Property.

6. COMPLIANCE WITH THE LAW: COUNTY and RUSSELL shall comply with all applicable federal, state, county, and municipal laws, statutes, rules, ordinances, and regulations in effect during the term or any part of the term hereof. COUNTY and RUSSELL shall cooperate to ensure that Contractor secures any and all required permits prior to commencement of any work on the Project.

7. INSURANCE: RUSSELL shall ensure that the Contract between RUSSELL and Contractor includes provisions requiring Contractor to carry the following insurances:

a. Workers' Compensation Insurance: Statutory Workers' Compensation and Employers Liability Insurance shall cover all Contractor's staff, any subcontractors and their staff, as well as any independent contractors while performing any work incidental to the performance of this Agreement or the Project. The policy shall provide that no cancellation, expiration or reduction of coverage shall be effective or occur until at least thirty (30) days after receipt of such notice by RUSSELL and COUNTY.

b. General and Automobile Liability Insurance: The general liability insurance shall include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations of Contractor and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by Contractor under the Contract. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of Contractor pursuant to Contractor's activities in regard to the Project. Contractor shall require all subcontractors to be included under its policies or furnish separate certificates and endorsements to meet the standards of these provisions by each subcontractor. RUSSELL and COUNTY, its officers, agents, and employees shall be Additional Insured status on any policy. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each shall be included in the policies. A copy of the endorsement evidencing that the policy reflects the Additional Insured status must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

Said policy or policies shall include severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form:

"Such insurance as is afforded by this policy shall be primary and if the COUNTY or RUSSELL has other valid and collectible insurance, that other insurance shall be excess and non-contributory."

If the policy providing liability coverage is on a 'claims-made' form, Contractor is required to maintain such coverage for a minimum of three years following completion of the performance or attempted performance of the provisions of this Agreement and the Project. Said policy or policies shall provide that COUNTY and RUSSELL shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

c. Environmental Impairment Liability Insurance: Environmental Impairment Liability Insurance shall be provided by Contractor, written on a Contractor's

Pollution Liability form or other form acceptable to COUNTY and RUSSELL providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The limit of liability of said policy or policies shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. All activities contemplated in the Contract shall be specifically scheduled on the policy as "covered operations". The policy shall provide coverage for the hauling of waste from the Project site to the final disposal location, including non-owned disposal sites; and shall name RUSSELL and COUNTY as additional insured.

Completed operations coverage shall extend a minimum of THREE (3) years after the Project is completed. Coverage shall be included on behalf of Contractor for covered claims arising out of the actions of independent contractors.

All insurance coverages are to be placed with insurers which (1) have a Best's rating of no less than A: VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of RUSSELL and COUNTY. Such insurance coverage shall be maintained during the term of this Agreement.

8. **DEFAULT:** Except as otherwise specified herein, should either party at any time be in default hereunder with respect to any material covenant contained herein, the nondefaulting party shall give notice to the defaulting party specifying the particulars of the default and the defaulting party shall promptly commence remedial action to cure the default. Should such default continue uncured for a period of twenty-one (21) calendar days from such notice, this Agreement shall terminate at the option of the non-defaulting party unless the cure of such default shall reasonably take more than twenty-one (21) calendar days in which case the defaulting party shall proceed with all due speed to cure the default and shall have a reasonable time to effectuate its cure.

9. **REMEDIES:** In the event of a default or breach, either party may exercise any right or remedy at law or in equity which such party may have by reason of such default or breach.

10. **SUCCESSORS IN INTEREST:** This Agreement and the covenants contained herein shall be binding upon and inure to the benefit of the respective parties and to any organization into which RUSSELL may be merged.

11. **AGENCY DISCLOSURE:** RUSSELL acknowledges that the General Services Department, Facilities Services Division, of the COUNTY is the agent for the COUNTY exclusively, and is neither the agent for RUSSELL, nor a dual agent in this transaction.

12. **SEVERABILITY:** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provision shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

13. **CERTIFICATION OF SIGNATORY:** Signatories for the parties represent and certify that they are authorized to sign on behalf of their respective party and that no additional signatures are required to carry out the activities contemplated herein.

14. **CONSTRUCTION:** The parties agree that each party and its respective counsel have reviewed and approved this Agreement to the extent that each party in its sole discretion has desired, and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement. The terms and conditions of this Agreement embody the parties' mutual intent, and this Agreement shall not be construed more liberally in favor of, nor more strictly against any party hereto.

15. **FULFILLMENT OF LEASE OBLIGATIONS:** The parties agree that on completion of the project, including issuance by Regulator of a Determination of Site Closure, COUNTY's obligations under the aforementioned lease between the parties will be fulfilled and COUNTY shall have no further liability for restoration of the Leased Area to any original or previous condition.

16. **ENTIRE AGREEMENT:** The parties to this Agreement intend that their negotiations, conversations and statements made prior to execution of this Agreement are fully integrated and expressed herein, and no such negotiations, conversations and statements shall be deemed to create rights or obligations other than those stated herein.

///
///
///

Project: Russell Ranch Agreement
A.P.N.: 101-040-021

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

"COUNTY"
COUNTY OF SANTA BARBARA

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

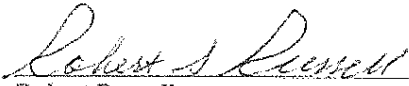
Chair, Board of Supervisors

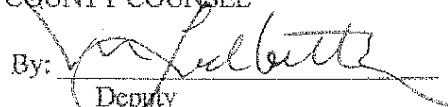
By: _____
Deputy

Date: _____

"RUSSELL"

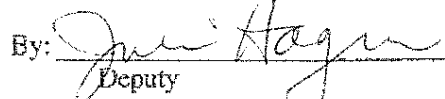
APPROVED AS TO FORM:
DENNIS MARSHALL
COUNTY COUNSEL


Robert Russell

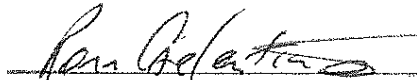
By: 
Deputy

Helen M. Russell, Trustee of the
RUSSELL FAMILY TRUST


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

By: 
Deputy

APPROVED AS TO FORM:


Ron Carlentine SR/WA
Real Property Manager

APPROVED AS TO INSURANCE FORM:


Ray Aronofsky, ARM, AIC
Risk Program Administrator

Project: Russell Ranch Agreement
A.P.N.: 101-040-021

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

"COUNTY"
COUNTY OF SANTA BARBARA

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

Chair, Board of Supervisors

By: _____
Deputy

Date: _____

"RUSSELL"

APPROVED AS TO FORM:
DENNIS MARSHALL
COUNTY COUNSEL

Robert Russell

By: _____
Deputy

Helen M. Russell
Helen M. Russell, Trustee of the
RUSSELL FAMILY TRUST

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

By: _____
Deputy

APPROVED AS TO FORM:

Ronn Carlentine SR/WA
Real Property Manager

APPROVED AS TO INSURANCE FORM:

Ray Aromatorio, ARM, AIC
Risk Program Administrator

Budget Revision Request

BJE 2007602

Budget Journal Entry #

Gov. Code Sec. 29125 & 29130

JE 2247477

Related Journal Entry #

Subject / Title: Provide a short description for this budget revision request. For example: "Designate funds for zoning ordinance amendments" or "Distribute proceeds from sale of 2005 COPS".

General County Programs/General Services: Transfer \$275,000 from the Capital Designation to General Services, Capital Outlay Fund 0030, for lead remediation at Russell Ranch due to the Sheriff's Department using the shooting range for training purposes for speciality units during the last several years.

Justification: For all changes: explain what the change is for and why it is needed. Attach additional justification, board letters or spreadsheet, if appropriate. When moving Appropriation: explain why it's available. When Revenue is adjusted: explain the reason for the increase or decrease. For adjustments to General Fund Contingency: explain why no other alternative funding source is available.

The Sheriff's Department has been using a shooting range on private property near Sisquoc for several years as a training facility for speciality units. The property owner now desires to sell the property and the County is obligated to mitigate the lead contamination caused by the years of use. Remediation experts hired by the Sheriff's Department have determined a cost estimate of \$275,000 to complete the work. This revision transfers \$275,000 from the Capital Designation to General Services, Capital Outlay Fund 0030, who will manage the project.

Financial Summary

	Department / Fund 990 / 0001	Department / Fund 063 / 0030	Department / Fund /	Department / Fund /
Increase or (Decrease) in Appropriation for / Uses:				
Salaries & Benefits	00	00	00	00
Services & Supplies	00	00	00	00
Other Charges	00	00	00	00
Fixed Assets	00	275,000	00	00
Other Financing Uses	275,000	00	00	00
Intrafund Transfers	00	00	00	00
Reserve or Designation	00	00	00	00
Sources:				
Revenue	00	00	00	00
Other Financing Sources	00	275,000	00	00
Intrafund Transfers	00	00	00	00
Reserve or Designation	275,000	00	00	00
Effect on Contingency / RE	00	00	00	00

Departmental Authorization	Auditor-Controller	CEO's Recommendation	Board of Supervisor's Action
<p>11-18-08</p> <p><i>John V. Christianson</i> Department Head Date</p> <p><i>Brian [unclear]</i> Department Head Date</p> <p>_____ Department Head Date</p>	<p>Budget Journal Entry and Related Journal Entry if applicable Approved as to Accounting Form.</p> <p><i>John Hagan</i> Auditor-Controller</p>	<p><input checked="" type="checkbox"/> Approve <input type="checkbox"/> Disapprove</p> <p>11/20/08 Date</p> <p>Transfer/Revision in Accordance with Board Policy dated 8/3/93.</p> <p><i>[Signature]</i> County Executive Officer</p>	<p><input type="checkbox"/> Approved <input type="checkbox"/> Disapproved</p> <p>_____ Date</p> <p>_____ Agenda Item</p> <p>_____ Clerk of the Board of Supervisors</p>

