

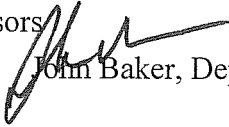


BOARD OF SUPERVISORS
AGENDA LETTER

Agenda Number:

Clerk of the Board of Supervisors
105 E. Anapamu Street, Suite 407
Santa Barbara, CA 93101
(805) 568-2240

Department Name: Planning and
Development
Department No.: 053
For Agenda Of: February 17, 2009
Placement: Administrative
Estimated Tme: N/A
Continued Item:
If Yes, date from:
Vote Required: Majority

TO: Board of Supervisors
FROM: Department  John Baker, Deputy CEO and Director of Planning & Development
Director
Contact Info: Doug Anthony, Deputy Director, Energy Division
SUBJECT: Renewal of Contract for Services with City of Carpinteria

County Counsel Concurrence

As to form: Yes

Auditor-Controller Concurrence

As to form: Yes

Other Concurrence: Risk Management

As to form: Yes

Recommended Actions: That the Board authorize the Chair to execute the attached renewal agreement for energy permitting and planning services with the City of Carpinteria for a period of one year, following execution by the parties.

Summary Text:

The City of Carpinteria has requested renewal of its contract for energy permitting and planning services with the County wherein the Planning and Development Department's Energy Division would provide technical assistance to the City. The scope of technical assistance applied to permitting and compliance for the Carpinteria Oil and Gas Plant Facility, any other energy facility operated therein, any other future energy project in the City's permit jurisdiction, general permit compliance efforts, and response to incidents as needed within the incorporated area of the City. The City already executed the renewal on November 10, 2008; however, the attached contract does not reflect those signatures because minor revisions were incorporated into the agreement, including a formatting revision, that changed the pagination of the signature page.

Background:

A previous, five-year agreement for such services with the City of Carpinteria expired in November of 2007. The Energy Division currently provides similar technical assistance to the City of Goleta.

Fiscal and Facilities Impacts:

Budgeted: Yes. These services are budgeted on page D-313 of the FY 2008-09 County Budget as follows: Revenue is found under Source of Funds Summary, Offshore Oil & Gas Permits; Expenditure is found under Use of Funds Summary, Permitting & Compliance. The Energy Division has included this contract in its proposed FY 2009/10 budget as well.

Narrative: As with the original contract, all services provided by the Energy Division under the renewed contract would be fully reimbursed, including associated indirect and overhead costs under in the same formula applied to processing County permit applications and monitoring permit compliance.

Staffing Impacts:

The attached contract authorizes as much as 0.45 FTE in planning services.

Special Instructions:

Clerk of the Board will retain one signed original, and return a second signed original to Doug Anthony, which will be forwarded to the City of Carpinteria.

Attachments:

Attachment 1: Draft Agreement to Renew Term of Agreement to Provide Planning Services Between the County of Santa Barbara and the City of Carpinteria.

Attachment 2: Original Agreement to Provide Planning Services Between County of Santa Barbara and City of Carpinteria.

Authored by:

Doug Anthony

Attachment 1

Draft Agreement to Renew Term of Agreement to Provide Planning
Services Between the County of Santa Barbara and the City of
Carpinteria

**Agreement to Renew Term of Agreement to Provide Planning
Services Between the County of Santa Barbara
and the City of Carpinteria
(FIRST RENEWAL TERM)**

This Agreement to Renew Term of Agreement to Provide Planning Services Between the County of Santa Barbara and the City of Carpinteria ("First Renewed Term") is made this _____ day of _____ 2009 by and between the City of Carpinteria ("City") and the County of Santa Barbara ("County"), with reference to the following facts:

a. City and County had entered into an Agreement to Provide Planning Services Between the County of Santa Barbara and the City of Carpinteria ("Agreement") effective November 4, 2003 for a five year term; and

b. Said Agreement provides that its term may be extended by mutual agreement of the parties; and

c. City and County desire to renew the term of the Agreement for a period of one (1) year, effective from the date the County Board of Supervisors approves renewal of the original Agreement dated November 4, 2003.

Now, therefore, for good and valuable consideration received, City and County agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein.
2. The term of the Agreement shall be renewed for a period of one (1) year effective _____, 2009 following execution by the parties.
 - A. Exhibit A to the Agreement, entitled Energy Permitting and Planning Services, is amended to reflect the hourly rates and level of effort referenced in Section 4 of the Agreement entitled General Provisions, D. Staffing. Amended Exhibit A is attached hereto.
 - B. All other provisions of the Agreement shall remain unchanged and in full force and effect.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first hereinabove written.

COUNTY OF SANTA BARBARA

CITY OF CARPINTERIA

By: _____
Chair, Board of Supervisors

By: _____
Mayor

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

JAYNE DIAZ
CITY CLERK

By: _____
Deputy

By: _____
Clerk

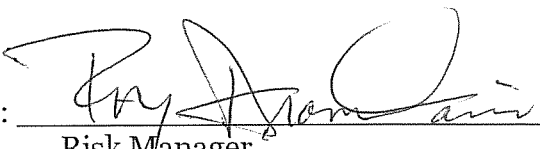
APPROVED AS TO FORM:
COUNTY COUNSEL

PETER N. BROWN
CITY ATTORNEY

By:  _____
Deputy County Counsel

By: _____
City Attorney

APPROVED AS TO FORM:
RISK MANAGER

By:  _____
Risk Manager

APPROVED AS TO FORM:
ROBERT GEIS
AUDITOR-CONTROLLER

By:  _____
Auditor-Controller

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first hereinabove written.

COUNTY OF SANTA BARBARA

CITY OF CARPINTERIA

By: _____
Chair, Board of Supervisors

By: _____
Mayor

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

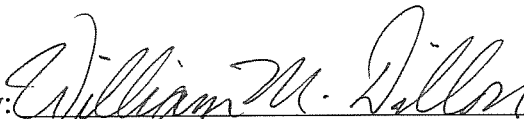
JAYNE DIAZ
CITY CLERK

By: _____
Deputy

By: _____
Clerk

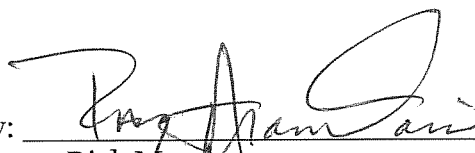
APPROVED AS TO FORM:
COUNTY COUNSEL

PETER N. BROWN
CITY ATTORNEY

By:  _____
Deputy County Counsel

By: _____
City Attorney

APPROVED AS TO FORM:
RISK MANAGER

By:  _____
Risk Manager

APPROVED AS TO FORM:
ROBERT GEIS
AUDITOR-CONTROLLER

By:  _____
Auditor-Controller

EXHIBIT A

ENERGY PERMITTING AND PLANNING SERVICES

1. **Designated Representative.** County Director of Planning and Development, or his/her designee, at (805) 568-2000 is the representative of the Santa Barbara County Planning and Development Department (hereafter "COUNTY P&D") and will administer this AGREEMENT for and on behalf of COUNTY P&D. City Manager, or his/her designee, at (805) 684-5405, is the authorized representative for the City of Carpinteria (hereafter CITY) and will administer this AGREEMENT for and on behalf of City. Changes in designated representatives shall be made only after advance written notice to the other party.
2. **Notices.** Any notice or consent required or permitted to be given under this AGREEMENT shall be given to the respective parties in writing, by first class mail, postage prepaid, or otherwise delivered as follows:

To COUNTY P&D
Director
Planning and Development
123 E. Anapamu Street
Santa Barbara, CA 93101

To CITY
City Manager
City of Carpinteria
5775 Carpinteria Avenue
Carpinteria, CA 93013

3. **Standard Services.**
 - A. **Service.** The Santa Barbara COUNTY PLANNING AND DEVELOPMENT DEPARTMENT (hereinafter "COUNTY P&D") shall deliver Energy Permitting and Planning services for oil and gas development, production, storage, transportation and processing related to onshore and offshore oil and gas operations. These services include: staff support for permitting and compliance for the Carpinteria Oil and Gas Plant Facility, any other energy facility operated therein, any other future energy project in the City's permit jurisdiction, general permit compliance efforts, and response to incidents as needed within the incorporated area of the CITY. Services also include participation on the County's Systems Safety Reliability Review Committee ("SSRRC") for safety review of projects as needed. For any City projects, SSRRC's role shall be solely one of advising and making recommendations to the appropriate City official, who shall make any and all decisions on the project.
 - B. **Compensation of County.** COUNTY P&D will be reimbursed for all expenses incurred for permitting and compliance services by CITY. COUNTY P&D will invoice CITY directly for all services on a monthly basis.
4. **General Provisions.**
 - A. **Initiation and Administration of Services.** City shall have authority to determine the time, manner and extent of services to be provided. However, COUNTY reserves its right to decline to provide specific services for cause, in which case it shall provide

CITY with written notice within 10 working days of the City's request for said services. County shall provide City with an estimate of time and cost upon request to assist in the permit process and/or other services as described herein.

- B. Supervision.** Subject to the terms of this AGREEMENT, COUNTY P&D shall retain exclusive authority over the activities of its personnel working within the CITY. The planning, organization, scheduling, direction, supervision, standards of performance, and disciplining of COUNTY P&D personnel, and all other related matter incidental to the delivery of services to the CITY, shall be as determined by COUNTY P&D. COUNTY P&D shall give its professional attention and supervision to the fulfillment of all provisions of this AGREEMENT by its personnel and shall be responsible for the timely performance of the services required by this AGREEMENT.
- C. Mutual Cooperation.** To facilitate efficient and effective delivery of services under this AGREEMENT, COUNTY P&D shall have full cooperation and assistance from CITY, its officers, agents and employees, and CITY shall likewise have full cooperation and assistance from COUNTY P&D, its officers, agents and employees.
- D. Staffing.** Except as otherwise agreed to by the parties or otherwise provided for in this AGREEMENT, estimated staffing for the provision of services rendered under this AGREEMENT for the term of this AGREEMENT shall be as set forth in the following table:

| STAFFING SCHEDULE | | |
|--------------------------|------------|--------------------|
| Position | FTE | Hourly Rate |
| Deputy Director | 0.05 | \$84.45 |
| Energy Specialist | 0.15 | \$74.51 |
| Planner III | 0.25 | \$64.98 |
| Total | 0.45 | |

In addition to the hourly rate, a percentage of indirect and overhead costs will be billed based on the number of hours worked. Staffing levels are estimates based on submitted and expected project applications. Actual staffing levels will vary based on actual hours worked. Time is billed for actual hours worked. Hourly rates may be adjusted by COUNTY provided written notice is given to CITY a minimum of 30 days in advance of any such adjustment becoming effective.

The minimum staffing will be constant for the term of this AGREEMENT, with adequate coverage provided for vacation time, sick leave, disability leave and other paid and unpaid leave time.

- E. Personnel.**
 - 1) Status of Employees. All persons employed by COUNTY P&D in the performance of services and functions for CITY pursuant to this AGREEMENT

shall remain COUNTY P&D employees. Except as otherwise provided herein, no person employed by COUNTY P&D shall have any rights to pension, civil services, or other status or rights from CITY by virtue of this AGREEMENT and no person employed by CITY shall have any rights to pension, civil services, or other status or rights from COUNTY P&D by virtue of this AGREEMENT.

- 2) No CITY Liability for Compensation. CITY shall not assume any liability for the direct payment of any salaries, wages or other compensation to any COUNTY P&D personnel performing services hereunder for CITY. Except as otherwise specified herein, CITY shall not be liable for Workers' Compensation claims or indemnity to any COUNTY P&D employee for injury or illness arising out of his or her employment with COUNTY P&D.
- 3) Orientation. COUNTY P&D shall provide personnel assigned to CITY, pursuant to the terms of this AGREEMENT, with appropriate orientation regarding the special needs and circumstances of CITY.

- F. **Maintenance of Records.** COUNTY P&D shall keep reasonably detailed records showing the hours and classifications of the employees involved in performing services under this AGREEMENT. Such records shall be maintained by COUNTY P&D pursuant to COUNTY P&D practice and as required by law, and shall be available to CITY for inspection during COUNTY P&D regular business hours and after reasonable prior notice to COUNTY P&D. Copies of such records shall be provided to CITY upon request by authorized CITY staff.
- G. **Final Decision-Making Responsibility.** The final responsibility and final Authority on all decisions concerning any projects for which CITY is the permitting authority, or lead agency for environmental review purposes, lies in the sole discretion of CITY.
- H. **COUNTY P&D Duty to CITY.** COUNTY P&D understands and agrees that its responsibility to provide all services, tasks and duties under this AGREEMENT is owed solely to CITY and that its accountability under this AGREEMENT shall likewise be solely to CITY and not to any third party.
- I. **Reports, Maps and Documents.** All reports, studies, exhibits, maps, agreements, data and other work, materials and documents prepared or used to prepare COUNTY P&D's work product under this AGREEMENT shall be the property of CITY and shall be turned over to CITY upon completion or termination of this AGREEMENT. CITY may use, duplicate, disclose and/or disseminate, in whole or in part, in any manner it deems appropriate, COUNTY P&D's work product.

Attachment 2

Original Agreement to Provide Planning Services Between County of
Santa Barbara and City of Carpinteria



Agreement to Provide Planning Services

Between

County of Santa Barbara

And

City of Carpinteria

AGREEMENT TO PROVIDE PLANNING SERVICES

THIS AGREEMENT (hereafter "Agreement") is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY), and the City of Carpinteria, an incorporated city (hereafter CITY), wherein COUNTY agrees to provide and CITY agrees to accept the services specified in the exhibits attached hereto and incorporated by reference.

WHEREAS, the CITY has requested COUNTY, to provide Energy planning services, as set forth more fully in the Exhibit attached hereto and incorporated by reference; and,

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **DESIGNATED REPRESENTATIVE.** The designated representatives for CITY and COUNTY shall be set forth in the exhibits hereto. The listed representatives in each exhibit shall be for the purposes of administration of the services in that exhibit only. Changes in designated representatives shall be made only after advance written notice to the other party.

2. **NOTICES.** Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, postage prepaid, or otherwise delivered to the contact parties specified in each exhibit. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail.

3. **SCOPE OF SERVICES.**

A. COUNTY agrees to provide Energy planning services to CITY in accordance with Exhibit A attached hereto and incorporated herein by this reference. Additional services may be contracted for by the amendment of this paragraph to incorporate additional Exhibits by reference.

B. Both parties acknowledge their continuing need for separate legal advice as to the programs and projects to be administered hereunder. City shall consult with counsel as required to ensure that these programs and projects meet City's needs, protect City's interests and comply with applicable laws. CITY shall be solely responsible for the legal work associated with the interpretation and prosecution of its ordinances, and defense of their content and application.

C. City shall undertake all processes required by law for the award of contracts for environmental documents and other services including but not limited to public bidding, and evaluation of consultants' qualification and competence, and shall advise County of any actions required to comply with the law or protect City's interests. City acknowledges that this agreement does not obligate County to provide any legal advice whatsoever to City.

D. City acknowledges that it has requested that County provide no legal services to CITY and that when the Energy Division acting in their capacity as contractors to the CITY require legal advice or approval of documents, it shall be the responsibility of CITY to provide that advice. Any need for consultation or rendering of opinions by the City Attorney will be arranged through the City Manager and COUNTY shall not be liable for any loss or damages which may accrue as a result of delay or failure in communication, whether between CITY and COUNTY or otherwise.

4. **TERM**

- A. **Basic Term.** The term of this agreement shall commence November 4, 2003 and continue through November 4, 2008, a Five (5) year term, expiring on November 4, 2008, unless sooner terminated pursuant to paragraph 10, below, or extended as described in Paragraph 4.B.
- B. **Extended Term.** The term of this Agreement may be extended for successive periods of one (1) year if the legislative body of both parties determine to so extend the term and written notice of such renewal is given to the other party at least three (3) months prior to expiration. The extended terms shall be referred to as First Extended Term, Second Extended Term, et cetera.

5. **COMPENSATION OF COUNTY.** COUNTY shall be paid for performance under this Agreement in accordance with the terms of the exhibit attached hereto and incorporated herein by reference.

6. **INDEMNIFICATION AND INSURANCE.** CITY and COUNTY agree to defend, indemnify and save harmless the other party and to procure and maintain insurance in accordance with the provisions of **Exhibit "B,"** attached hereto and incorporated herein by reference.

7. **INDEPENDENT CONTRACTOR.** It is expressly understood between the parties to this contract that no employer/employee relationship is intended; the relationship of COUNTY to CITY being that of an independent contractor and CITY and COUNTY retain sole and independent liability for the actions of the employees of each.

8. **NONEXCLUSIVE AGREEMENT.** CITY acknowledges that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with other Santa Barbara County cities and/or other agencies to provide the same or similar services.

9. **ASSIGNMENT.** Neither CITY nor COUNTY shall assign any of its rights or transfer any of its obligations under this Agreement without the prior written consent of the other party and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

10. **TERMINATION.** This Agreement may be terminated as follows:

A. **By COUNTY.** COUNTY may terminate this Agreement in whole or in part at any time, whether for COUNTY'S convenience or because of the failure of CITY to fulfill the obligations as set forth herein.

1. For Convenience. COUNTY may terminate this Agreement upon six (6) months (182 days) written notice. Upon the date of termination, COUNTY shall cease work and notify CITY as to the status of its performance.

2. For Cause. Should COUNTY believe that CITY has defaulted in the performance of this Agreement or materially breached any of its provisions, COUNTY may notify CITY of such default or material breach. CITY shall have thirty (30) days to correct or amend such default or material breach, and if CITY fails to do so, COUNTY may, at COUNTY'S sole option, terminate this Agreement by written notice, which shall be effective upon receipt by CITY.

B. By CITY. CITY may terminate this Agreement in whole or in part at any time, whether for CITY'S convenience or because of the failure of COUNTY to fulfill the obligations as set forth herein.

1. For Convenience. CITY may terminate this Agreement upon six (6) months (182 days) written notice. COUNTY shall be entitled to payment for services rendered through the termination date including any prorated amount of compensation due hereunder less payments, if any, previously made.

2. For Cause. Should CITY believe that the COUNTY has defaulted in the performance of this Agreement or materially breached any of its provisions, CITY may notify COUNTY of such default or material breach. COUNTY shall have thirty (30) days to correct or amend such default or material breach, and if COUNTY fails to do so, CITY may, at CITY'S sole option, terminate this Agreement by written notice, which shall be effective upon receipt by COUNTY.

Notwithstanding any other payment provision of this Agreement, CITY shall pay COUNTY for service performed to the date of termination.

11. SECTION HEADINGS. The section headings, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

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 provisions 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. REMEDIES NOT EXCLUSIVE. No remedy herein conferred upon or reserved to COUNTY or CITY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

14. NO WAIVER OF DEFAULT. No delay or omission of COUNTY or CITY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY or CITY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY or CITY.

15. ENTIRE AGREEMENT AND AMENDMENT. In conjunction with the matters considered herein, this Agreement, its several exhibits and other documents incorporated herein by reference, contain the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

16. **SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

17. **COMPLIANCE WITH LAW.** COUNTY and CITY shall, each at its sole cost and expense, comply with all County, State and Federal ordinances, regulations and / or statutes now in force or which may hereafter be in force with regard to the Agreement. The judgment of any court of competent jurisdiction, or the admission of CITY or COUNTY in any action or proceeding against CITY or COUNTY, whether CITY or COUNTY is a party thereto or not, that CITY or COUNTY has violated any such ordinance, regulation and / or statute, shall be conclusive of the fact as between CITY and COUNTY.

18. **CALIFORNIA LAW.** This Agreement shall be governed by the laws of the State of California

19. **EXECUTION OF COUNTERPARTS.** This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

20. **AUTHORITY.** All 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. Furthermore, by entering into this Agreement, CITY and COUNTY each hereby warrant that they shall not have breached the terms or conditions of any other contract or agreement to which CITY or COUNTY may be obligated, which breach would have a material effect hereon.

21. **PRECEDENCE.** In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in this Agreement. In the event of conflict between the provisions contained in the numbered sections of this Agreement, Exhibits and subsequent contract Amendments, the most current contract Amendment shall prevail over the provisions, Exhibits and/or prior Amendments.

22. **REPRESENTATION BY COUNSEL** The parties hereto acknowledge that both have been represented by counsel and have participated in the drafting of this agreement and that therefore no ambiguity or inconsistency in the wording of this agreement should be construed to the detriment of either party because of their status as a drafter of this agreement.

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IN WITNESS WHEREOF, the parties have executed this Agreement to be effective November 4, 2003 after it is fully executed by the appropriate City, then COUNTY officials.

COUNTY OF SANTA BARBARA

CITY OF CARPINTERIA

By: [Signature]
Chair, Board of Supervisors

By: [Signature]
MAYOR

Date: 2/17/04

Date: 1-12-03

ATTEST:
MICHAEL F. BROWN,
CLERK OF THE BOARD

CITY CLERK
ATTESTATION

By: [Signature]
Deputy

By: [Signature]

APPROVED AS TO FORM:
STEPHEN SHANE STARK
COUNTY COUNSEL

CITY OF CARPINTELA
CITY ATTORNEY

By: [Signature]
Deputy County Counsel

By: [Signature]

APPROVED AS TO FORM:

By: [Signature]
for Risk Manager

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

By: [Signature]

This is a true certified copy of the original document on file or of record in my office. It bears the seal and signature, impressed in purple ink, of the Clerk of the Board of Supervisors.



Clerk of the Board, Santa Barbara County, California
Date: 2/20/04 by Deputy [Signature]

4. General Provisions.

- A. Initiation and Administration of Services. City shall have authority to determine the time, manner and extent of services to be provided. County shall provide City with an estimate of time and cost upon request to assist in the permit process and/or other services as described herein.
- B. Supervision. Subject to the terms of this AGREEMENT, COUNTY P&D shall retain exclusive authority over the activities of its personnel working within the CITY. The planning, organization, scheduling, direction, supervision, standards of performance, and disciplining of COUNTY P&D personnel, and all other related matter incidental to the delivery of services to the CITY shall be as determined by COUNTY P&D. COUNTY P&D shall give its professional attention and supervision to the fulfillment of all provisions of this AGREEMENT by its personnel and shall be responsible for the timely performance of the services required by this AGREEMENT.
- C. Mutual Cooperation. To facilitate efficient and effective delivery of services under this AGREEMENT, COUNTY P&D shall have full cooperation and assistance from CITY, its officers, agents, and employees, and CITY shall likewise have full cooperation and assistance from COUNTY P&D, its officers, agents, and employees.
- D. Staffing. Except as otherwise agreed to by the parties or otherwise provided for in this AGREEMENT, the minimum staffing for the provision of services rendered under this AGREEMENT for the term of this AGREEMENT shall be as set forth in the following table:

STAFFING SCHEDULE*

| Position | FTD | Hourly Rate |
|---------------------|------|-------------|
| Deputy Director | 0.10 | 71.15 |
| Energy Specialist | 0.30 | 57.49 |
| Planner I/II | 0.25 | 36.52 |
| Planner III | 0.75 | 44.21 |
| Accounting Tech Sr. | 0.10 | 36.06 |
| Total | 1.50 | |

In addition to the hourly rate, a percentage of indirect and overhead costs will be billed based on the number of hours worked.

*Staffing levels are estimates based on submitted and expected project applications. Actual staffing levels will vary based on actual hours worked. Applicants are billed for actual hours worked.

The minimum staffing will be constant for the term of this AGREEMENT, with adequate coverage provided for vacation time, sick leave, disability leave, and other paid and unpaid leave time.

E. Personnel.

- 1) Status of Employees. All persons employed by COUNTY P&D in the performance of services and functions for CITY pursuant to this AGREEMENT shall remain COUNTY P&D employees. Except as otherwise provided herein, no person employed by COUNTY P&D shall have any rights to pension, civil services, or other status or rights from CITY by virtue of this AGREEMENT and no person employed by CITY shall have any rights to pension, civil services, or other status or rights from COUNTY P&D by virtue of this AGREEMENT.
- 2) No CITY Liability for Compensation. CITY shall not assume any liability for the direct payment of any salaries, wages or other compensation to any COUNTY P&D personnel performing services hereunder for CITY. Except as otherwise specified herein, CITY shall not be liable for Workers' Compensation claims or indemnify to any COUNTY P&D employee for injury or illness arising out of his or her employment with COUNTY P&D.
- 3) Orientation. COUNTY P&D shall provide personnel assigned to CITY, pursuant to the terms of this AGREEMENT, with appropriate orientation regarding the special needs and circumstances of CITY.

F. Maintenance of Records. COUNTY P&D shall keep reasonably detailed records showing the hours and classifications of the employees involved in performing services under this AGREEMENT. Such records shall be maintained by COUNTY P&D pursuant to COUNTY P&D' practice and as required by law, and shall be available to CITY for inspection during COUNTY P&D' regular business hours and after reasonable prior notice to COUNTY P&D. Copies of such records shall be provided to CITY upon request by authorized CITY staff.

G. Final Decision-Making Responsibility. The final responsibility and final Authority on all decisions concerning any projects for which the CITY is the permitting authority, or lead agency for environmental review purposes lies in the sole discretion of the CITY.

H. County P&D Duty to the City. COUNTY P&D understands and agrees that its responsibility to provide all services, tasks, and duties under this AGREEMENT is owed solely to the CITY and that its accountability under this AGREEMENT shall likewise be solely to the CITY and not to any third party.

- I. Reports, Maps, and Documents. All reports, studies, exhibits, maps, agreements, data, and other work, materials, and documents prepared or used to prepare COUNTY P&D's work product under this AGREEMENT shall be the property of CITY and shall be turned over to CITY upon completion or termination of this AGREEMENT. CITY may use, duplicate, disclose and/or disseminate, in whole or in part, in any manner it deems appropriate, COUNTY P&D's work product.

Exhibit B: Special Indemnification & Insurance Provisions

The purpose of Exhibit B is to address liability & insurance issues.

1. Indemnification

- A. Indemnification by CITY. Except as provided in Paragraph 1(B), CITY shall indemnify, defend and hold COUNTY and COUNTY'S agents, officers and employees, harmless from and against all claims, damages, losses, causes of action and expenses, including attorney's 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 provisions, or other cause which arises out of, relates to or results from the activities or omissions, negligent or otherwise, under this Agreement of CITY, and CITY'S officers, agents and employees.
- B. Indemnification by County. Except as is provided in Paragraph 1(A) above, COUNTY shall indemnify, defend and hold CITY, and CITY's agents, officers and employees, harmless from and against all claims, damages, losses, causes of action and expenses, including attorney's 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 arises out of, relates to or results from the activities or omissions, negligent or otherwise, under this Agreement of COUNTY, and COUNTY'S officers, agents and employees.
- C. No Agency. Except as otherwise specified herein, for the purposes of this section, CITY shall not be deemed to be COUNTY'S agent and COUNTY Shall not be deemed to be CITY'S agent.
- D. Notification. Each party shall give the other prompt notification when it first Learns of an incident or occurrence covered, or likely to be covered, under the terms of this section, as well as prompt notification if a claim is made or suit is brought against a party based on an incident or occurrence covered, or likely to be covered, by the terms hereof.
- E. Continuing Obligation. To the extent that COUNTY has agreed to Indemnify, defend and hold harmless CITY, its officers, agents and employees under this Agreement, said obligations shall continue to exist during the term of this Agreement and subsequent to this Agreement for those acts or omissions giving rise to liability which occurred during this Agreement. To the extent that CITY has agreed to indemnify, defend and hold harmless COUNTY, its officers, agents and employees under this Agreement, said obligations shall continue to exist during the term of this Agreement and subsequent to this Agreement for those acts or omissions giving rise to liability which occurred during this Agreement.
- F. Insurance Either party may purchase commercial insurance to cover its

exposure hereunder, in whole or in part.

2. Insurance

- A. Workers' Compensation. COUNTY warrants that it is permissibly self-insured for workers' compensation coverage and agrees that its employees providing services to CITY pursuant to this Agreement will be covered by COUNTY's self-insurance program for all injuries arising out of or occurring in the course and scope of their employment. COUNTY reserves the right at its sole discretion to purchase a workers' Compensation policy at any time during the term of this Agreement.

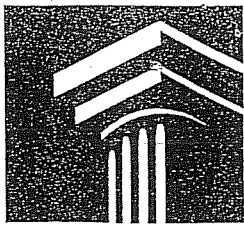
- B. Liability. COUNTY warrants that it is self-insured for liability and property damage claims up to its current self-insured retention and that it purchases excess liability insurance for claims in excess of that amount. CITY shall maintain insurance against claims for liability and property damage in an amount of not less than Two Million Dollars (\$2,000,000), combined single limit coverage. COUNTY shall be named as an additional insured on any liability policy of CITY and City shall be named as additional insured on any liability policy of County. The parties shall maintain such insurance coverage in full force and effect during the term of this Agreement.

- C. Proof of Insurance. Upon request by either party, the other party shall Provide evidence of the above insurance coverage, listing the other party as an additional insured. Each such insurance coverage policy shall provide that such policy may not be cancelled or changed except after at least thirty (30) days prior written notice to the other party. The foregoing insurance coverage shall not limit the indemnification obligations for the parties as set forth in the above listed indemnification, and the failure to maintain said coverage shall constitute a material breach of this Agreement.

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CALIFORNIA

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Silver Anniversary

November 10, 2003

Celebrating 25 years of service to California local governments

RECEIVED
COUNTY OF SANTA BARBARA

NOV 14 2003

PLANNING AND DEVELOPMENT
DEPARTMENT - ENERGY DIVISION

Steve Chase
County of Santa Barbara
30 East Figueroa Street, 2nd Floor
Santa Barbara, CA 93101-2709

Re: City of Carpinteria
Activity: Agreement with County of Santa Barbara for County Energy Program
Coverage Period: From 9:00 AM on 11/11/03 to 12:01 AM on 7/1/04

The City of Carpinteria (Member) along with other California public agencies, is a member of the California Joint Powers Insurance Authority (California JPIA), and participates in the following self-insurance and commercial insurance program that is administered by the California JPIA for its members:

General Liability Program, Including Automobile Liability

Coverage Limit: \$2,000,000 per occurrence
Annual Aggregate Limit: \$2,000,000

On behalf of the Member, the California JPIA agrees to include County of Santa Barbara as an additional covered party under the general liability program but solely as to the activity and coverage period shown above. The California JPIA will provide defense and payment for claims of Bodily Injury and Property Damage by individuals and entities, in accord with the terms of its Memorandum of Coverage. This coverage applies only to negligence of the Member arising out of the Member's participation in the covered activity at the covered location. This coverage does not include liability attributable to the sole negligence of the additional covered party. This letter does not in any way alter the coverage provided by the Memorandum of Coverage nor by the California JPIA's insurance policies in effect during the coverage period.

The California JPIA will endeavor to provide at least thirty (30) days notice of any change in the foregoing information.

Sincerely,

Jami A. Ewals
Jami A. Ewals

Risk Management / Training Assistant

cc: Paul Kermoyan, Community Development Director, City of Carpinteria
Patricia Lemere, Risk Manager, City of Carpinteria