

4. STANDARD SERVICES.

- A. Services. The County P&D shall deliver Energy Permitting and Planning services for oil and gas development, production and processing related to offshore oil and gas operations. These services include, but are not limited to: permitting, compliance, and planning advice for Venoco Ellwood On-shore Facility, Venoco Pipeline 96, Venoco State Lease 421 recommissioning, Capital Improvement Projects, and other existing and future projects, general permit compliance efforts, and response to incidents as needed within the incorporated area of the City of Goleta (hereafter, "Standard Services").
- B. Compensation of County. County P&D will be reimbursed for all expenses incurred for permitting and compliance services under existing reimbursement Agreements with applicants or via reimbursement with City Capital Improvement Projects. County P&D will invoice permit applicants, or the City in the event that there is work completed on Capital Improvement Projects, directly for all services monthly. Copies of monthly invoices will be provided to City.

The rate of reimbursement will be set by the County Board of Supervisors. Direct costs reflect actual labor and office expense. Indirect costs includes a prorated share of the Energy Division's administrative costs as well as County overhead costs and departmental administrative costs.

5. GENERAL PROVISIONS.

- A. Supervision. Subject to the terms of this Agreement, County P&D shall retain exclusive authority over the activities of its personnel working within the service area. The planning, organization, scheduling, direction, supervision, standards of performance, and disciplining of County P&D personnel, and all other related matters incidental to the delivery of standard services to the City shall be as determined by County P&D.
- B. 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.
- C. Staffing. Except as otherwise agreed to by the parties or otherwise provided for in this Agreement, the staffing for the provision of services rendered under this Agreement for the term of this Agreement shall be based on the submitted and expected project applications and compliance monitoring requirements. Actual staffing levels and the number of hours worked will vary depending on the amount of time necessary to complete the tasks associated with the workload. Applicants will be billed for the actual hours worked. The staffing for the term of this Agreement will be managed to assure that adequate coverage is provided to accommodate vacation time, sick leave, disability leave, and other paid and unpaid leave time of assigned personnel.
- D. 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 service, 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 service, 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.

E. 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.

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

7. 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.

8. 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.

9. 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.

10. ENTIRE AGREEMENT AND AMENDMENT. In conjunction with the matters considered herein, this Agreement contains 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.

11. 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.

12. 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.

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

14. EXECUTION IN 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.

15. 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.

16. 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.

17. INDEMNIFICATION. City and County agree to insurance and indemnification terms in accordance with the provisions of EXHIBIT A attached hereto and incorporated herein by reference.

18. 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.

19. NONDISCRIMINATION. County hereby notifies City that County's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and City and County agree to comply with that ordinance.

20. 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.

21. TERMINATION. It is the parties' intention that termination be governed by the provisions of the various exhibits hereto. In the absence of any provision to the contrary,

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 City default in the performance of this Agreement or materially breach any of its provisions, 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.

2. For Cause. Should County default in the performance of this Agreement or materially breach any of its provisions, City may, at City's sole option, terminate this Agreement by written notice which shall be effective upon receipt by County.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective January 16, 2008 after it is fully executed by the appropriate City, then County officials.

COUNTY OF SANTA BARBARA



CITY OF GOLETA

By: _____

SALUD CARBAJAL
Chair, Board of Supervisors

Date: _____

By: Michael T. Bennett

MICHAEL T. BENNETT
Mayor

Date: 2-11-08

ATTEST:
MICHAEL F. BROWN,
CLERK OF THE BOARD

CITY CLERK
ATTESTATION

By: _____
Deputy

By: Deborah Constantino

APPROVED AS TO FORM:
SANTA BARBARA
COUNTY COUNSEL

CITY OF GOLETA
CITY ATTORNEY

By: William M. Dillon
Deputy County Counsel

By: Julie Hayward Biggs
Julie Hayward Biggs

APPROVED AS TO FORM:

By: [Signature]
Risk Manager

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

By: [Signature]
DEPUTY

EXHIBIT A

INDEMNIFICATION AND INSURANCE PROVISIONS between the City of Goleta and the County of Santa Barbara

A. INDEMNIFICATION BY CITY OF GOLETA

CITY OF GOLETA shall indemnify, defend and hold COUNTY OF SANTA BARBARA, and COUNTY OF SANTA BARBARA's agents, officers and employees, harmless from and against all claims, damages, losses, causes of action and expenses, including attorneys' fees, for any personal injury, bodily injury, loss of life or damage to property, violation of any federal, state or municipal law, ordinance or constitutional provision, or other cause which arise out of, relate to, or result from the activities or omissions, negligent or otherwise, under this Agreement of CITY OF GOLETA and CITY OF GOLETA's, agents and employees, including performing or authorizing the performance of, or in failing to perform or authorize the performance of any work, services or functions provided for, referred to in or in any way connected with any work, services or functions to be performed under this Agreement.

B. INDEMNIFICATION BY COUNTY OF SANTA BARBARA

COUNTY OF SANTA BARBARA shall indemnify, defend and hold CITY OF GOLETA and CITY OF GOLETA's agents, officers and employees, harmless from and against all claims, damages, losses, causes of action and expenses, including attorneys' fees, for any personal injury, bodily injury, loss of life or damage to property, violation of any federal, state or municipal law, ordinance or constitutional provision, or other cause which arise out of, relate to, or result from the activities or omissions, negligent or otherwise, under this Agreement of COUNTY OF SANTA BARBARA, and COUNTY OF SANTA BARBARA's officers, agents and employees.

C. NO AGENCY

Except as otherwise specified herein, for the purposes of this section, CITY OF GOLETA shall not be deemed to be COUNTY OF SANTA BARBARA's agent and COUNTY OF SANTA BARBARA shall not be deemed to be CITY OF GOLETA'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 indemnity provision, 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 CITY OF GOLETA has agreed to indemnify, defend and hold harmless COUNTY OF SANTA BARBARA, 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.

EXHIBIT A

INDEMNIFICATION AND INSURANCE PROVISIONS between the City of Goleta and the County of Santa Barbara

To the extent that COUNTY OF SANTA BARBARA has agreed to indemnify, defend and hold harmless CITY OF GOLETA, 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

Each party recognizes and accepts the other party is self-insured. Either party may purchase commercial insurance to cover their exposure hereunder, in whole or in part.