

## ATTACHMENT 1: AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

**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 Amec Foster Wheeler Environment & Infrastructure, Inc. with an address at 104 West Anapamu Street, Suite 204A, Santa Barbara, CA 93101 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

**WHEREAS**, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and COUNTY desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth;

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

### **1. DESIGNATED REPRESENTATIVES**

Jessica Metzger at phone number 805-568-3532 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Rita Bright at phone number 805-962-0992 is the authorized representative for CONTRACTOR. 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 personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows, or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section:

To COUNTY:                    Jessica Metzger  
   County of Santa Barbara  
   Planning and Development Department  
   123 East Anapamu Street  
   Santa Barbara, CA 93101

To CONTRACTOR:            Rita Bright  
   Amec Foster Wheeler Environment & Infrastructure, Inc.  
   104 West Anapamu Street, Suite 204A  
   Santa Barbara, CA 93101  
   (805) 962-0992

If sent by first class mail, notices and consents under this section shall be deemed to be received five days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

### **3. SCOPE OF SERVICES**

CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

**4. TERM**

CONTRACTOR shall commence performance on July 1, 2017, and end performance upon completion, but no later than June 30, 2018, unless otherwise directed by COUNTY or unless earlier terminated.

**5. COMPENSATION OF CONTRACTOR**

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 (NOTICES) above, following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment is remitted within 30 days from presentation of invoice.

**6. INDEPENDENT CONTRACTOR**

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and hold COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

**7. STANDARD OF PERFORMANCE**

CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

**8. DEBARMENT AND SUSPENSION**

CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

**9. TAXES**

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state,

federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

#### **10. CONFLICT OF INTEREST**

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

#### **11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any of such items to other parties except after prior written approval of COUNTY.

Unless otherwise specified in Exhibit A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

#### **12. NO PUBLICITY OR ENDORSEMENT**

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising, or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY.

### **13. COUNTY PROPERTY AND INFORMATION**

All of COUNTY's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain COUNTY's property, and CONTRACTOR shall return any such items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. CONTRACTOR may use such items only in connection with providing the services. CONTRACTOR shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.

### **14. RECORDS, AUDIT, AND REVIEW**

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, since this Agreement exceeds \$10,000.00, CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state, or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments, and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

### **15. INDEMNIFICATION AND INSURANCE**

CONTRACTOR agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

### **16. NONDISCRIMINATION**

COUNTY hereby notifies CONTRACTOR 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 CONTRACTOR agrees to comply with said ordinance.

### **17. NONEXCLUSIVE AGREEMENT**

CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

### **18. NON-ASSIGNMENT**

CONTRACTOR shall not assign, transfer, or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract, or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

## **19. TERMINATION**

- A. **By COUNTY.** COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.
1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon 30 days written notice. During the 30 day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
  2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.
  3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
- B. **By CONTRACTOR.** Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by COUNTY within 30 days of written notice to COUNTY of such late payment.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

## **20. 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.

**21. 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.

**22. REMEDIES NOT EXCLUSIVE**

No remedy herein conferred upon or reserved to COUNTY 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.

**23. TIME IS OF THE ESSENCE**

Time is of the essence in this Agreement and each covenant and term are a condition herein.

**24. NO WAIVER OF DEFAULT**

No delay or omission of COUNTY 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 shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

**25. 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 herein. 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.

**26. 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.

**27. COMPLIANCE WITH LAW**

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

## **28. CALIFORNIA LAW AND JURISDICTION**

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

## **29. 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.

## **30. AUTHORITY**

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles, and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

## **31. SURVIVAL**

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

## **32. PRECEDENCE**

In the event of a 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 the numbered sections.

## **33. SUBCONTRACTORS**

CONTRACTOR is authorized to subcontract with subcontractors identified in Contractor's Proposal. CONTRACTOR shall be fully responsible for all services performed by its subcontractor. CONTRACTOR shall secure from its subcontractor all rights for COUNTY in this Agreement, including audit rights.

## **34. HANDLING OF PROPRIETARY INFORMATION**

CONTRACTOR understands and agrees that certain materials which may be provided by COUNTY may be classified and conspicuously labeled as proprietary confidential information, and will be subject to the following:

- A. All reasonable steps will be taken to prevent disclosure of the material to any person except those personnel of CONTRACTOR working on the project who have a need to use the material.
- B. Upon conclusion of CONTRACTOR'S work, CONTRACTOR shall return all copies of the material direct to the party providing such material. CONTRACTOR shall contact COUNTY to obtain the name of the specific party authorized to receive the material.

## **35. IMMATERIAL CHANGES**

CONTRACTOR and COUNTY agree that immaterial changes to the Statement of Work (time frame and mutually agreeable Statement of Work changes which will not result in a change to the total contract amount) may be authorized by the Planning and Development Director, or designee, in writing, and will not constitute an amendment to the Agreement.

**36. NEWS RELEASES/INTERVIEWS**

CONTRACTOR agrees for itself, its agents, employees, and subcontractors, it will not communicate with representatives of the communications media concerning the subject matter of this Agreement without prior written approval of the COUNTY Project Coordinator. CONTRACTOR further agrees that all media requests for communication will be referred to COUNTY'S responsible personnel.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

ATTEST:

Mona Miyasato  
County Executive Officer  
Clerk of the Board

COUNTY OF SANTA BARBARA:

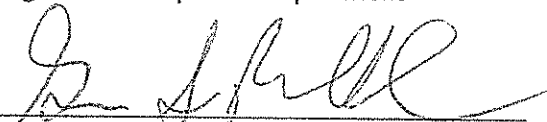
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Chair, Board of Supervisors

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

RECOMMENDED FOR APPROVAL:

Planning and Development Department

By:   
Department Head

Glenn Russell  
Director of Planning and Development

CONTRACTOR:


Amec Foster Wheeler

By:   
Authorized Representative

Name: Rita Bright  
Title: Land Use Policy Specialist

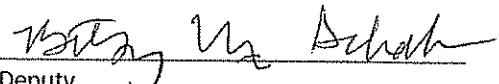
APPROVED AS TO FORM:

Michael C. Ghizzoni  
County Counsel

By:   
Deputy County Counsel

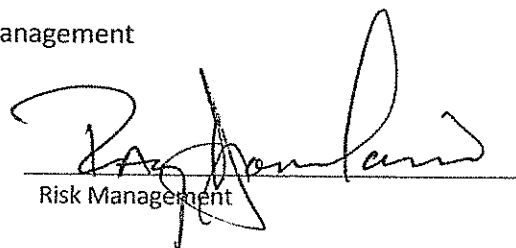
APPROVED AS TO ACCOUNTING FORM:

Theodore A. Fallati, CPA  
Auditor-Controller

By:   
Deputy

APPROVED AS TO FORM:

Risk Management

By:   
Risk Management



## EXHIBIT A

### STATEMENT OF WORK

The Environmental Impact Report (EIR) that the CONTRACTOR will prepare pursuant to the terms of this Agreement shall meet all of the requirements set forth in the California Environmental Quality Act (CEQA) (Public Resources Code 21000 et seq.) and the State CEQA Guidelines (California Code of Regulations, Section 15000 et seq.)

CONTRACTOR must prepare the EIR pursuant to the schedule for the preparation of the EIR set forth in subsection j, below. The EIR shall include an analysis of reasonably foreseeable potential impacts from the adoption of the Cannabis Land Use (CLU) Ordinance and associated licensing program for cannabis-related activities. The impacts evaluated in the EIR must be designated as significant or less than significant pursuant to the criteria of CEQA and the State CEQA Guidelines, and any COUNTY thresholds or criteria. Indirect impacts of the CLU Ordinance shall also be discussed, and mitigation measures identified as needed. The environmental analysis and mitigation measures must also address cumulative impacts.

The analysis will require estimating the baseline environmental conditions, which include (in part) the conditions associated with the current cultivation of cannabis in the unincorporated County. The cannabis activities that may be allowed pursuant to the CLU Ordinance and licensing program shall be evaluated relative to the baseline.

#### *EIR Consultant Tasks*

a. Scope of the Environmental Review

CONTRACTOR will be responsible for preparing an EIR which includes a full assessment of environmental resource topics, in addition to any additional topics that CONTRACTOR identifies and which COUNTY determines must be included in the EIR. Likely topics to be analyzed for in the EIR include aesthetics, agriculture, air quality, biological resources, hazards/hazardous materials, hydrology/water quality, noise, transportation/traffic, and utilities and service systems.

Environmental technical studies are not anticipated at this time; however, the County will be contracting separately for an economic/market study that will inform the project description. CONTRACTOR may be required to coordinate with the consulting firm that prepares the economic/market study when preparing certain elements of the EIR.

Alternatives. CONTRACTOR will develop a reasonable range of project alternatives, including the “No Project” alternative. The EIR must include a minimum of three project alternatives.

Impact Analysis. The EIR impact analysis must be comprehensive in scope and prepared in accordance with CEQA, the CEQA Guidelines, and the County CEQA Thresholds for each of the environmental topic areas.

b. Notice of Preparation (NOP) of EIR

CONTRACTOR will assist staff as needed with the finalization and circulation of the NOP. During the NOP period, COUNTY will conduct up to two public scoping meetings. CONTRACTOR must attend the meeting(s), participate in the presentations, and take notes. All comment letters received during the NOP process shall be included in an appendix to the EIR.

c. Administrative Draft EIR (ADEIR)

CONTRACTOR must prepare and provide a preliminary EIR outline to COUNTY for review within seven days following a project kickoff meeting. Within 55 days of receiving authorization to commence work, CONTRACTOR will submit an ADEIR that complies with the approved EIR outline, to COUNTY for review.

CONTRACTORS shall organize the EIR to include a chapter for each of the following: executive summary, introduction, project description, environmental setting, environmental impacts analysis (with the environmental topic areas identified in the scoping document, at a minimum), policy consistency analysis, alternatives, other CEQA concerns, persons and agencies contacted, references and preparers, and appendices.

d. Draft EIR (DEIR)

CONTRACTOR shall deliver the DEIR to COUNTY for review, pursuant to the timeline set forth in subsection j, below.

e. Administrative Final EIR (AFEIR)

CONTRACTOR and COUNTY will meet to discuss comments received on the DEIR and the appropriate approach to the responses to comments. CONTRACTOR shall work closely with COUNTY to prepare responses and make necessary additions, corrections, and deletions to the EIR, as part of the preparation of an AFEIR.

f. Final EIR (FEIR)

CONTRACTOR will prepare a FEIR based on COUNTY comments on the AFEIR. The FEIR will be published prior to conducting decision-maker hearings on the CLU Ordinance.

g. Public Hearing

CONTRACTOR will attend 10 community and/or decision-maker hearings during the term of this Agreement.

h. Post-Hearing Items

CONTRACTOR will revise the CEQA documents set forth in subsection i, below, subsequent to the certification of the EIR, to reflect the Board's decisions.

i. Reproduction and Deliverables

CONTRACTOR will provide the copies of CEQA documents as shown below. Consideration shall be given to inexpensive reproduction.

<b>Deliverables</b>	<b>Hardcopies</b>	<b>CD ROM</b>
NOP	20	0
ADEIR	4	1
Screencheck DEIR	3	0
Public Review DEIR	10	20
AFEIR	3	1
FEIR	20	20

j. Timeline

CONTRACTOR shall complete all tasks required in order to achieve all milestones by their corresponding deadlines to do so, set forth below:

Date	Milestone
7/5/17	EIR Kick-off
7/31/17	Admin Draft EIR
8/15/17	Draft EIR
<b>9/5/17</b>	<b>Publish Draft EIR</b>
11/7/17	Admin Final EIR
11/13/17	Final EIR
12/13/17	Montecito PC Hearing
1/10/18	County PC Hearing
<b>1/23/18</b>	<b>Board Set Hearing</b>
<b>2/6/18</b>	<b>Board Hearing</b>

k. Project Management

1. In addition to the milestones set forth in subsection j, above, CONTRACTOR shall meet with County staff on a regular basis (weekly or biweekly) either in person or by conference call.
2. CONTRACTOR shall adhere to the project schedule and communicate any possible changes to the timeline set forth in subsection j, above, to COUNTY.
3. CONTRACTOR shall provide complete and thorough documents written without excessive grammatical errors, as determined by COUNTY. The documents shall be written following the *Chicago Manual of Style Sixteenth Edition* (University of Chicago Press, 2010). All documents require final quality assurance/quality control review by an appropriately qualified member of CONTRACTOR.

//  
 //  
 //  
 //  
 //  
 //  
 //  
 //  
 //

**EXHIBIT B**

**PAYMENT ARRANGEMENTS**  
**Periodic Compensation at Selected Milestones**

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$254,290 with a contingency amount of \$25,429 for a total contract amount of up to \$279,719. Release of any contingency expenditures shall be approved in advance by the Planning and Development Director.
  
- B. Payment for services and/or reimbursement of costs shall be made upon CONTRACTOR’s satisfactory performance, based on the scope and methodology contained in Exhibit A and Attachments 3 (Amec Technical Proposal) and 4 (Amec Cost Proposal) to the board letter and incorporated herein by reference to the extent consistent with Exhibit A, as determined by COUNTY. Payment for services and/or reimbursement of costs shall be based upon the milestone task costs, expenses, overhead charges and hourly rates for personnel, as defined in **ATTACHMENT 4 (Amec Cost Proposal)**. Invoices submitted for payment that are based upon completion of milestone tasks as shown in **ATTACHMENT 4 (Amec Cost Proposal)** and below. Invoices must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in EXHIBIT A.

<b>MILESTONES</b>	<b>COST</b>
Task 1: Project Kick-off	\$6,066
Task 2: Data Collection, Technical Review & Baseline Conditions Analysis	\$30,325
Task 3: NOP & Scoping	\$7,590
Task 4: Project Description & Alternatives	\$25,101
Task 5: Administrative Draft EIR (additional details in Attached 4 (Amec Cost Proposal))	\$119,013
Task 6: Draft EIR	\$18,229
Task 7: Administrative Final EIR & Response to Comments	\$20,908
Task 8: Final EIR with MMRP and CEQA Findings	\$10,994
Task 9: Meetings/ Hearings	\$16,064
<b>Total</b>	<b>\$254,290</b>

- C. Upon completion of the work for each milestone and/or delivery to COUNTY of item(s) specified above, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed in accomplishing each milestone. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and/or item(s) delivered and if found to be satisfactory and within the cost basis of **ATTACHMENT 4 (Amec Cost Proposal)**, shall initiate payment processing. COUNTY



## EXHIBIT C

### INDEMNIFICATION AND INSURANCE REQUIREMENTS

#### INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents, and volunteers from and against any and all claims, actions, losses, damages, judgments, and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors, or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR's indemnification obligation applies to COUNTY's active as well as passive negligence but does not apply to COUNTY's sole negligence or willful misconduct.

#### NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

#### INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, CONTRACTOR'S agents, representatives, employees, or subcontractors.

##### A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal and advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains higher limits than the minimums shown above, COUNTY requires and shall be entitled to coverage for the higher limits CONTRACTOR maintains. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to COUNTY.

## B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to CONTRACTOR's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.
2. **Primary Coverage** – For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects COUNTY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, officials, employees, agents, or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of CONTRACTOR may acquire against COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – COUNTY must declare and approve any deductibles or self-insured retentions. COUNTY may require CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII."
7. **Verification of Coverage** – CONTRACTOR shall furnish COUNTY with proof of insurance, original certificates, and amendatory endorsements as required by this Agreement. The proof of insurance, certificates, and endorsements are to be received and approved by COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive CONTRACTOR's obligation to provide them. CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.

