

# SANTA BARBARA COUNTY BOARD AGENDA LETTER



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

## Agenda Number:

**Prepared on:** March 29, 2005  
**Department Name:** Planning and Development  
**Department No.:** 053  
**Agenda Date:** April 12, 2005  
**Placement:** Administrative  
**Estimate Time:** -  
**Continued Item:** No  
**If Yes, date from:**  
**Document File Name:** G:\GROUP\ENERGY\WP\ELLWOOD\Goleta\Contract\BS\_LTR\_4-12-05 (2).DOC

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**TO:** Board of Supervisors

**FROM:** Dianne Meester, Assistant Director  
Planning and Development

**STAFF CONTACT:** Steve Chase, Deputy Director of the Energy Division x2520  
Luis Perez, Energy Specialist x2034

**SUBJECT:** Contract with the City of Goleta for Energy Division Services

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**Recommendation:** Approve and authorize the Chair to execute an 18-month contract, beginning February 7, 2005 and ending June 30, 2006 with the City of Goleta for certain energy related services performed by the Energy Division of Planning and Development.

**Alignment with Board Strategic Plan:** The recommendation is primarily aligned with Goal No. 1. *An efficient government able to respond effectively to the needs of the community.*

**Executive Summary and Discussion:** The Energy Division currently provides permitting services for oil and gas development projects within the City of Goleta. The City does not have the expertise or the capacity to provide appropriate regulatory oversight for these projects and other potential new oil and gas development applications. As an example, the City expects to receive an application to recommission California's last two remaining oil piers off the coast of Ellwood. Venoco Inc. recently submitted a complete application to the California State Lands Commission to bring the former State Lease 421 wells back into production, a project that would require permits from the City and other public agencies. There are also a number of Venoco facilities, including the Ellwood Onshore Facility, and various pipelines that require ongoing permitting and compliance. Thus, on February 7, 2005 the Goleta City Council approved an agreement for continued Energy Division planning and permitting services (included as Attachment A).

**Mandates and Service Levels:** Energy planning and permitting services would continue to be provided to the City of Goleta, while maintaining service levels to the County.

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**Fiscal and Facilities Impacts:** All costs resulting from this contract will be billed out to the applicants under existing reimbursement agreements or to the City of Goleta. These permit revenues are budgeted in the Permitting and Compliance program in the Energy Division on page D-300 of the adopted 04/05 County Budget. All County costs will be recovered. Staffing levels will be allocated as necessary, depending upon the complexity of current and proposed projects. No staff changes are proposed. However, in the event that there is a need for additional staff, costs would be offset by provisions of the contract. There is no fiscal impact to the County.

**Special Instructions:** There are two original contracts to be signed, one original for each agency. Please return one original and one copy after signature to Energy Division staff for remittance to the City of Goleta.

**Concurrence as to Form:** County Counsel  
Auditor-Controller  
Risk Manager

**Attachment:**

A. Contract with the City of Goleta for Energy Division Services (two originals with signatures)



#### 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 and compliance for Venoco Ellwood On-shore Facility, Exxon-Mobil Pipeline 96, Venoco State Lease 421 recommissioning and other existing and future projects, Venoco Safety Audit 1999-2001 follow-up, Venoco Safety Audit 2002, 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. County P&D will invoice permit applicants directly for all services monthly. Copies of monthly invoices will be provided to City.

#### 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 CountyP&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 defend, indemnify and save harmless the other party.

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 February 7, 2005 after it is fully executed by the appropriate City, then County officials.

**COUNTY OF SANTA BARBARA**

By: \_\_\_\_\_

SUSAN ROSE  
Chair, Board of Supervisors

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

ATTEST:  
MICHAEL F. BROWN,  
CLERK OF THE BOARD

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

APPROVED AS TO FORM:  
STEPHEN SHANE STARK  
COUNTY COUNSEL

By: William M. Hillon  
Deputy County Counsel

APPROVED AS TO FORM:

By: [Signature]  
Risk Manager

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

By: C. Ed. King  
DEPUTY

**CITY OF GOLETA**

By: Jean W. Blois

JEAN W. BLOIS  
MAYOR

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

CITY CLERK  
ATTESTATION

By: [Signature]

CITY OF GOLETA  
CITY ATTORNEY

By: Julie Hayward Biggs  
Julie Hayward Biggs