

Contract Number: BC-09-052

D1. Fiscal Year: FY 2008/09 – 2009/10
D2. Budget Unit Number (plus -Ship/-Bill codes in paren's) : 054
D3. Requisition Number.....:
D4. Department Name.....: Water Agency
D5. Contact Person.....: Matt Naftaly
D6. Phone.....: 568-3542

K1. Contract Type (check one): Personal Service Capital Project/Construction
K2. Brief Summary of Contract Description/Purpose: Administration of Prop 50 Grant
K3. Original Contract Amount.....: \$211,016
K4. Contract Begin Date: November 18, 2008
K5. Original Contract End Date.....: February 28, 2010

K6. Amendment History (leave blank if no prior amendments):
Seq#EffectiveDateThisAmndtAmtCumAmndtToDateNewTotalAmtNewEndDate Purpose (2-4 words)
\$ \$ \$

K7. Department Project Number.....: WA8229

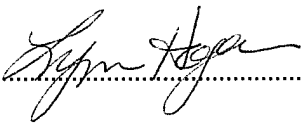
B1. Is this a Board Contract? (Yes/No): yes
B2. Number of Workers Displaced (if any): N/A
B3. Number of Competitive Bids (if any): N/A
B4. Lowest Bid Amount (if bid).....: \$
B5. If Board waived bids, show Agenda Date.....:
B6. ... and Agenda Item Number.....: #

B7. Boilerplate Contract Text Unaffected? (Yes / or cite ¶¶) :

F1. Encumbrance Transaction Code.....: 1701
F2. Current Year Encumbrance Amount.....: \$
F3. Fund Number: 3050
F4. Department Number.....: 054
F5. Division Number (if applicable).....: 04-07
F6. Account Number.....: 7460
F7. Cost Center number (if applicable):
F8. Payment Terms: Net 30

V1. Vendor Numbers (A=uditor; P=urchasing):
V2. Payee/Contractor Name: Kennedy/Jenks Consultants
V3. Mailing Address.....:
V4. City State (two-letter) Zip (include +4 if known) :
V5. Telephone Number: (805) 658-0607
V6. Contractor's Federal Tax ID Number (EIN or SSN) :
V7. Contact Person:
V8. Workers Comp Insurance Expiration Date:
V9. Liability Insurance Expiration Date[s] (G=enl; P=rofl) :
V10. Professional License Number.....: #
V11. Verified by (name of County staff):
V12. Company Type (Check one): Individual Sole Proprietorship Partnership Corporation

I certify: information complete and accurate; designated funds available; required concurrences evidenced on signature page.

Date : Authorized Signature  : _____

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the Santa Barbara County Water Agency, a political subdivision of the State of California (hereafter COUNTY) and Kennedy/Jenks Consultants, Inc. having its principal place of business at 1000 Hill Road, Suite 200, Ventura, CA 93003 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

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

1. **DESIGNATED REPRESENTATIVE.** Matt Naftaly at phone number (805) 568-3542 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Meredith Clement at phone number (805) 658-0607 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 first class mail, postage prepaid, or otherwise delivered as follows:

To COUNTY: Thomas D. Fayram, Santa Barbara, County Flood Control & Water Conservation District, 123 E. Anapamu Street, Suite 240, Santa Barbara, CA 93101

To CONTRACTOR: Jeff Savard, Kennedy/Jenks Consultants, 1000 Hill Road, Suite 200, Ventura, CA 93003

or at such other address or to such other person that the parties may from time to time designate. 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.** 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 November 18, 2008 and end performance upon completion, but no later than February 28, 2010 unless otherwise directed by COUNTY or unless earlier terminated.

5. **COMPENSATION OF CONTRACTOR.** 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 shall be net thirty (30) days from presentation of invoice.

6. **INDEPENDENT CONTRACTOR.** CONTRACTOR shall perform all of its services under this Agreement as an independent contractor and not as an employee of COUNTY. 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.

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. **TAXES.** 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.

9. **CONFLICT OF INTEREST.** CONTRACTOR covenants that CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, 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.

10. **RESPONSIBILITIES OF COUNTY.** COUNTY shall provide all information reasonably necessary by CONTRACTOR in performing the services provided herein.

11. **OWNERSHIP OF DOCUMENTS.** 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, and any material necessary for the practical use of the data and/or documents 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 materials under this section except after prior written approval of COUNTY.

No materials produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country except as determined at the sole discretion of COUNTY. COUNTY shall have the unrestricted authority to publish, disclose, distribute, and other use in whole or in part, any reports, data, documents or other materials prepared under this Agreement.

12. **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 (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. 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.

13. **INDEMNIFICATION AND INSURANCE.** CONTRACTOR shall agree to defend, indemnify and save harmless the COUNTY and to procure and maintain insurance in accordance with the provisions of EXHIBIT C attached hereto and incorporated herein by reference.

14. **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.

15. **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.

16. **ASSIGNMENT.** CONTRACTOR shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of COUNTY 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.

17. **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 or because of the failure of CONTRACTOR to fulfill the obligations herein. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services effected (unless the notice directs otherwise), and deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process.

1. For Convenience. COUNTY may terminate this Agreement upon thirty (30) days written notice. Following notice of such termination, CONTRACTOR shall promptly cease work and notify COUNTY as to the status of its performance.

Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for service 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 effect any right or remedy which COUNTY may have in law or equity.

2. 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 this Agreement by written notice, which shall be effective upon receipt by CONTRACTOR.

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 thirty (30) days of written notice to COUNTY of such late payment.

18. **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.

19. **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.

20. **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.

21. **TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement and each covenant and term is a condition herein.

22. **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.

23. **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.

24. **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.

25. **COMPLIANCE WITH LAW.** CONTRACTOR shall, at his 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 be 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.

26. **CALIFORNIA LAW.** 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.

27. **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.

28. **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, 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.

29. **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 the numbered sections.

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Agreement for Services of Independent Contractor between the **Santa Barbara County Water Agency** and **Kennedy/Jenks Consultants, Inc.**

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

SANTA BARBARA COUNTY WATER AGENCY

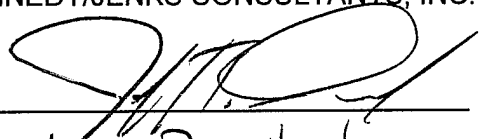
By: _____
Supervisors Salud Carbajal, Chair, Board of Directors

Date: _____

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

CONTRACTOR
KENNEDY/JENKS CONSULTANTS, INC.

By: _____
Deputy

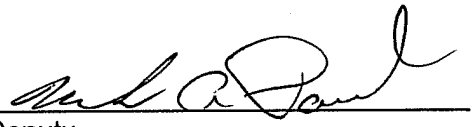
By: 
Title: Vice President

SocSec or TaxID Number: 94-2147007

APPROVED AS TO FORM:
DENNIS MARSHALL
COUNTY COUNSEL

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

By: 
Deputy County Counsel

By: 
Deputy

Dept: 054
Fund: 2610
Acct: 8700
Program: 3005

APPROVED AS TO FORM:
RAY AROMATORIO, ARM, AIC
RISK PROGRAM ADMINISTRATOR

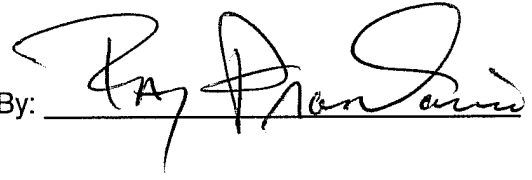
By: 

Exhibit A
Statement of Work



Summary of Qualifications

Kennedy/Jenks Consultants (Kennedy/Jenks) is pleased to submit this Proposal for Proposition 50 Grant Administration for the Santa Barbara Countywide Integrated Regional Water Management Plan. Kennedy/Jenks has local staff with extensive experience in grant administration and specifically administration of Proposition 50 grants from the State Water Resources Control Board (SWRCB). The Kennedy/Jenks team has experience in the full range of potential grant administration activities including developing subgrant agreements, negotiating favorable grant terms, coordinating with project proponents to submit materials necessary for grant execution, as well as developing templates and forms specific to each project proponent. The team is also familiar with SWRCB procedures for revising grant due dates, reallocating grant funds, and conducting site visits. Staff credentials are detailed in our Statement of Qualifications.

To enhance grant management and coordination for clients, Kennedy/Jenks developed an easy-to-use website based Grant Tool. This Tool simplifies coordination between the grant administrator and the project proponents, streamlines the invoicing process, and allows resources (forms, guidance documents) to easily be shared amongst all website users. The Tool is launched from the Kennedy/Jenks Project Web Portal which provides the client an interactive site to track invoices, progress reports, deliverables, and other reporting by project proponents, and acts as a central storage platform that allows quick and easy access to all team members. This Tool is already successfully being used by several clients, including the Watersheds Coalition Ventura County, Contra Costa Water District, and the Community Foundation of Santa Cruz County. Related project experience is detailed in our Statement of Qualifications.



Project Understanding and Approach

Project Understanding

In January 2008, Santa Barbara County Water Agency successfully submitted a grant application to fund implementation of the Santa Barbara Countywide Integrated Regional Water Management Plan (IRWMP). This grant application specifically sought funding for 15 projects. Since that time, one of the proposed projects has left the process; the funding for that project will be put towards grant administration. The following projects will receive funding through the Santa Barbara County-SWRCB grant:

- ◆ Cachuma Operation and Maintenance Board, South Coast Conduit Upper Reach Reliability Pipeline
- ◆ Carpinteria Sanitary District, Bluffs Sewer Relocation
- ◆ Carpinteria Valley Water District, Central Zone Pipeline Improvements and Demonstration ASR Well
- ◆ Casmalia Community Services District, Water System Retrofit
- ◆ City of Guadalupe, Wastewater Treatment Plant Improvement
- ◆ City of Santa Barbara , Lower Mission Creek Flood Control and Restoration Project
- ◆ City of Santa Maria, Wastewater Treatment Plant Expansion Phase 2
- ◆ County of Santa Barbara Agricultural Commissioner's Office, Santa Ynez River Tamarisk and Arundo Project
- ◆ Cuyama Community Services District, Wastewater Treatment Plant Effluent Disinfection
- ◆ Cuyama Community Services District, Water Supply Improvements
- ◆ Goleta Sanitary District, Fairview Avenue/San Pedro Creek Sewer Line Relocation
- ◆ Goleta Water District, ASR San Ricardo Well Rehabilitation Project
- ◆ Laguna County Sanitation District, Recycled Water System Improvement Project
- ◆ Vandenberg Village Community Services District, Lompoc Regional Wastewater Treatment Plant Upgrade

Santa Barbara County and the project proponents are now working on executing the grant agreement with the SWRCB and development of a system to manage the various compliance tasks for a Proposition 50 grant. Santa Barbara County is looking for a consultant to provide the day-to-day data gathering, reporting, and associated communication and coordination amongst project proponents, Santa Barbara County, and the SWRCB.

Project Approach

Grant administration for the Santa Barbara Countywide IRWMP requires:

- ◆ Coordination with project proponents to submit materials due as part of grant execution
- ◆ Development and use of a system to gather invoice and progress report information from project proponents
- ◆ Development and use of a system to gather and file reports/studies and other documentation required by the SWRCB
- ◆ Development and use of a system to track the status of documentation submitted to the SWRCB (e.g., submitted, reviewed, returned for revisions, accepted)

To meet these requirements, Kennedy/Jenks proposes the following Scope of Work. This scope of work covers the first year of grant administration (assumed to be December 2008 to December 2009). Specific tasks and sub-tasks are detailed below. Upon mutual agreement, grant administration services could be extended for up to three (3) additional, one (1) year periods. These services would require a budget and scope augmentation.

Task 1: SWRCB Agreement Maintenance

Subtask 1a - Gather and Review Information for Grant Tracking and Reporting

Subtask 1b - Revise Project Schedules

Subtask 1c - Create Project Website

Subtask 1d - Meetings in Preparation for Grant Maintenance

Task 2: Initial Invoice & Progress Report Set-Up

Subtask 2a - Prepare Electronic Input Forms

Subtask 2b - Reporting System Training

Task 3: Grant Project Management

Subtask 3a - Prepare Pre-Reporting and Pre-Invoice Task List for Project Director

Subtask 3b - Project Files

Subtask 3c - Responses to the SWRCB

Subtask 3d - Internal Team Conference Calls

Subtask 3e - Other Assistance to County Project Manager

Task 4: Preparation of Invoice Package for First Annual Reporting Cycle

- Subtask 4a - Review of Materials Submitted by Project Proponents/Invoice Prep
- Subtask 4b - Prepare Quarterly Invoice Materials

Task 5: Project Management and Meetings (Year 1)

- Subtask 5a - Attend/Assist with WCVC Meetings and SWRCB Site Visit
- Subtask 5b - Other Assistance to Project Director, PM, Project Web Maintenance
- Subtask 5c - Consultant Project Set-up and Tracking
- Subtask 5d - Prepare Monthly Manager's Report for Santa Barbara County

Task 1. SWRCB Agreement Maintenance

Task 1a - Gather and Review Information for Grant Tracking and Reporting

The SWRCB has requested that the following information be submitted for each project proponent prior to, or within 90 days of, grant execution:

- ◆ A listing of documents which provide California Environmental Quality Act (CEQA) coverage for a project proponent's specific project;
- ◆ A listing of necessary permits for project completion. In addition to permit name, whether or not the permit has been obtained;
- ◆ A listing of necessary right-of-way agreements/land acquisitions; and
- ◆ Contact information (name, phone, fax, mailing address) of the proposed point of contact for the specific project.

It is assumed that as part of grant execution, Santa Barbara County and project proponents will develop this information and provide it to both the SWRCB and Kennedy/Jenks.

In addition, as part of grant execution, the SWRCB will also request electronic copies of financial audits, applicable and completed Urban Water Management Plans (UWMPs), Groundwater Management Plans (GWMPs), GPS data, and Public Awareness Education Programs. It is assumed that these documents will be submitted directly to the SWRCB by Santa Barbara County with a copy sent to Kennedy/Jenks (or loaded to the project website if available) for inclusion in the on-line grant database.

Task 1b - Revise Project Schedules

As part of grant execution, project proponents will agree to due dates for the deliverables described in the grant agreement. Following grant execution, Kennedy/Jenks will prepare the necessary paperwork to request a change in any estimated due dates for various deliverables described in the grant agreement.

This paperwork will be provided to the County Project Manager for signature and submittal to the SWRCB.

Task 1c - Create Project Website

Kennedy/Jenks proposes the creation of a website specific to the management of the Santa Barbara Countywide IRWMP Proposition 50 grant. The website will facilitate collaboration by providing the following:

- ◆ Meeting and Event Calendar. This will be a simple list displaying meeting dates and times organized by date. Associated with this will be a calendar display. Users of the website can click on either the list of meetings and events or the calendar to get additional details (agenda, meeting minutes, handouts).
- ◆ Master Submittal Calendar/Deliverables Tracking Database. Within the website, Kennedy/Jenks will create a searchable database of items due as part of the grant agreement. This database will contain information on the item due, item due date, any revised due date, submittal date, and status (e.g., submitted awaiting comments, comments received). The database will be searchable by component and by due date. This will allow project proponents to see what deliverables they owe in a given timeframe and also provides reminders as to the status of a given deliverable.
- ◆ Invoice Input. (This aspect of the website is described and budgeted under Task 2).
- ◆ Document/Deliverables Library. The library will contain all project proponent deliverables (e.g., documents due to the Grant Manager) which are loaded and filed. The library will also have a section entitled "Guidance for Deliverables" where the necessary forms and requirements for deliverables will be filed. This is also the area where all invoice back-up will be filed.
- ◆ Photo Library. This portion of the website will allow the project proponents to load photos related to their project. Of particular importance is maintenance of a photo library documenting SWRCB site visits.
- ◆ Contacts. This part of the website will provide the name, phone number and email addresses for the project proponents, the County Project Manager, and Kennedy/Jenks staff who can assist with grant administration.

Kennedy/Jenks will prompt (via the website and email) project proponents to upload any deliverables on a monthly basis and to provide invoice information on a quarterly basis. The County Project Manager will be informed when deliverables and invoice information is not provided in a timely manner. Kennedy/Jenks will maintain the list of meetings and events and contacts. Kennedy/Jenks will also maintain the Deliverables Tracking Database (e.g., add information on submittal dates, revised due dates, and deliverables status). Following SWRCB site visits, Kennedy/Jenks will organize and load site visit photos to the website.

It is understood that the County of Santa Barbara and the project proponents would like certain features of the website accessible by the public. Kennedy/Jenks proposes the following aspects of the website be viewable without a login:

- ◆ Meeting and Event Calendar
- ◆ Photo Library
- ◆ Contacts

It is proposed that access to other portions of the website (Invoice Input, Master Submittal Calendar/Deliverables Tracking Database, Document/Deliverables Library) be limited to project proponents and the County of Santa Barbara. Under this system a project proponent logs onto the website, and based on that log-in the computer knows what invoice templates to load. The login assures that only people associated with a given project provide invoice input for that project and only authorized people load reports and deliverables for a project.

Task 1d - Meetings in Preparation for Grant Maintenance

Kennedy/Jenks proposes holding up to two group meetings to prepare the group for use of the website and to go over the project proponent responsibilities for grant maintenance. Activities in this task would include preparation of compliance and project website training materials and presentation to the group for both the compliance and website use.

Task 2. Initial Invoice and Progress Report Set-Up

Subtask 2a - Prepare Electronic Input Forms

After receiving the invoice and progress report templates from the SWRCB, Kennedy/Jenks will prepare an electronic invoice, progress report, and expenditure projection form specific to each grant project. These forms will be set-up on the project website so project proponents can access and fill-in the forms on-line. The forms will be developed in a manner to facilitate preparation of the quarterly invoices to the SWRCB. By means of these forms project proponents will be asked to provide:

- ◆ Costs by line-item
- ◆ Back-up documentation to justify amount invoiced and amount of claimed matching funds
- ◆ Summary of work completed to date and percent work complete for items described in the grant agreement
- ◆ Expenditure projections (if requested by the SWRCB)
- ◆ Status/achievement of PAEP
- ◆ Status/achievement of MP
- ◆ Status/achievement of QAPP
- ◆ Status/achievement of CEQA/NEPA documentation
- ◆ Status/achievement of National Resources Inventory
- ◆ Summary of major issues or problems encountered during the invoice period

Assumptions:

It is assumed that that invoice and progress report templates provided by the SWRCB will not change during the course of the grant agreement. It is assumed that the SWRCB will accept copies of invoices and timecards as back-up documentation. Labor compliance activities and documentation will be the responsibility of project proponents. It is assumed project proponents will be responsible for providing all information required by the SWRCB and uploading electronic documents to the secure website. While Kennedy/Jenks will review invoice-related information (as described in Task 4a) submitted by the project proponents for errors and consistency with SWRCB requirements, ultimate responsibility for accuracy for the data provided by project proponents rests with the project proponents.

Subtask 2b - Reporting System Training

It is proposed that this activity be combined with meetings in preparation for grant maintenance; this activity is described and budgeted under Task 1 d.

Task 3: Grant Project Management

Subtask 3a - Prepare Pre-Invoice Task List for Project Director

To assist in gathering the necessary invoicing data, Kennedy/Jenks will prepare an email that the Project Director can then forward to each project proponent in advance of each invoice period. The email will direct the project proponents to the electronic forms (see Task 2) and will list information specific to each project (e.g., need for Project "A" to submit their MP prior to the next invoice period). The Master Submittal Calendar/Deliverables Tracking Database (see Task 1) will be reviewed and upcoming items (submittals due within the next two invoicing periods) will be specifically listed in the Pre-Invoice Task List.

Upon agreement of the County Project Manager, Kennedy/Jenks will send this email on behalf of the County Project Manager.

Subtask 3b - Project Files

As described earlier, project proponents will be responsible for providing invoice and progress report input and for loading the necessary deliverables documents to the project website. Kennedy/Jenks will provide regular communication about what items are due and applicable deadlines. Kennedy/Jenks will inform the County Project Manager when materials are not provided by the project proponents in a timely manner.

On a monthly basis Kennedy/Jenks will compile all deliverables received from the project proponents and transmit hardcopies to the SWRCB and create a compact disc copy for the Santa Barbara County Project Manager. Included in the compact disc will be copies of the transmittal memos sent to the SWRCB. Further, Kennedy/Jenks will update the Master Submittal Calendar/Deliverables Tracking Database to denote any submittals to the SWRCB and document status (e.g., final draft incorporating SWRCB comments).

Compilation of invoice-related materials is described in Task 4a.

Subtask 3c - Responses to the SWRCB

The SWRCB will review and comment on deliverables and invoice materials submitted as part of the grant agreement. SWRCB comments on deliverables will be saved to the website and a copy emailed to the appropriate project proponent. The Master Submittal Calendar/Deliverables Tracking Database will be revised to include a note about receipt of SWRCB comments.

Handling of SWRCB comments on invoice packages is described in Task 4a.

Subtask 3d - Internal Team Conference Calls

Kennedy/Jenks will work with the County Project Manager to set-up a standing, monthly conference call to discuss any issues and grant project status.

It is assumed that no more than one Kennedy/Jenks staff will participate in the monthly conference calls.

Subtask 3e - Other Assistance to County Project Manager

This task is for providing up to 16 hours of support to the Project Manager for topics not described in items 3a through 3d.

Task 4. Preparation of Invoice Packages for First Annual Reporting Cycle

Task 4 is for the preparation of the invoices, expenditure projections, and quarterly reports (collectively known as the invoice package) and for project management during the course of invoice preparation. It is assumed that there will be four invoices prepared from December 2008 through December 2009.

Subtask 4a - Review of Materials Submitted by Project Proponents/Invoice Preparation

Kennedy/Jenks will review the forms and back-up documentation submitted by the project proponents for completeness (e.g., were all line-items discussed, was all information for invoice, progress report, and expenditure projection provided), and correctness (e.g., is the correct period being invoiced, is back-up documentation provided) for four invoices covering 14 projects. Kennedy/Jenks will inform the County Project Manager immediately of any invoice discrepancies, missing information, or other problems that need to be resolved so that the County Project Manager can work with the project proponents to get the data the necessary to submit the invoice to the SWRCB. Kennedy/Jenks will roll-up the information and prepare the main invoice and progress report. Three copies of the invoice package will be prepared, one for the SWRCB, one for the County of Santa Barbara, and one for the Kennedy/Jenks project file. Kennedy/Jenks will schedule a quarterly meeting to go over the invoice package and to get County Project Manager signature on the main invoice and progress report.

If required as part of the grant agreement, Kennedy/Jenks will also prepare expenditure projections using information provided by the project proponents.

It is assumed that there will be a firm “cut-off” date after which information from a project proponent will not be incorporated into a given invoice but rather will be held until the next invoice. This firm cut-off date is intended as a means to protect the process and to insure those project proponents that submitted their information in a timely manner are not penalized by the tardiness of another project proponent.

A similar procedure will be used to handle comments by the SWRCB on the invoice package. In coordination with the County Project Manager, Kennedy/Jenks will develop a schedule for revising the invoice package. Kennedy/Jenks will compile a matrix showing SWRCB comment, categorized by component number. Project proponents will receive a copy of this matrix and will utilize the matrix to revise their invoice, invoice back-up, or progress as necessary to address SWRCB concerns. Project proponents will be asked to fill-in the matrix to describe how they dealt with the SWRCB comment (e.g., “removed charge from reimbursement request”, “provided additional detail as to how charge relates to grant funded project”). Kennedy/Jenks will review the revised information for completeness, work with the County Project Manager to resolve any discrepancies, and then compile a revised invoice submittal for signature by the County Project Manager.

Subtask 4b - Prepare Progress Report for Santa Barbara County

Kennedy/Jenks will include a progress report as part of Kennedy/Jenks’ regular monthly invoice to Santa Barbara County. This progress report will summarize any meetings held related to the Proposition 50 grant, list deliverables submitted to the SWRCB during the Kennedy/Jenks invoice period, describe any issues or concerns with the overall grant administration, and describe any other activities undertaken as part of grant administration by Kennedy/Jenks during the invoice period.

Progress reports for submittal to the SWRCB are a part of the invoice package and are described in Task 4a above.

Task 5. - Project Management and Meetings

Subtask 5a - Attend and Assist with Meetings and SWRCB Site Visit

This task involves the attendance at four project proponent team meetings and includes preparation of materials for those meetings related to grant administration (short handouts, PowerPoint presentations). The budget for this task also assumes assisting with preparation for, and attendance at one project site visit by the SWRCB. The meetings and SWRCB site visit are assumed to be attended by one Kennedy/Jenks staff person.

Subtask 5b - Consultant Project Set-Up and Tracking

This task is for Kennedy/Jenks’ internal project management and includes project setup as well as tracking in Kennedy/Jenks’ management information system.

Optional Tasks

The following tasks may be useful to grant administration and are put forward for consideration. These tasks would require additional scope and budget.

Optional Task 1 - Other Assistance to Project Director, Project Proponents

This task is for providing up to 40 hours of support to the County Project Manager or project proponents for topics not described in Tasks 1 through 5. This task could be used to cover activities such as additional SWRCB site visits, workshops on preparation of Project Assessment and Evaluation Plans, workshops on preparation of Quality Assurance Project Plans, and Labor Compliance.

Optional Task 2 - Additional Website Features

This task could include the development of additional website features not described in Task 1.

Optional Task 3 - Grant Project Management and Preparation of Invoice Packages, Years 2-4.

This task would cover future (following Year one) grant project management and invoice activities.



Cost Proposal

Kennedy/Jenks proposes to provide these services on a time-and-material basis, with a cost not to exceed \$211,016. Kennedy/Jenks staff included in this proposal and their rates are:

Meredith Clement – Project Advisor, Engineer-Scientist 6	\$180/hour
Alison Evans – Project Manager, Engineer-Scientist 5	\$160/hour
Colleen Haraden – Website Developer, Engineer-Scientist 7	\$200/hour
Terry Markou – Website Developer, Engineer-Scientist 5	\$160/hour
Lauren Everett – Grant Administration, Engineer-Scientist 4	\$145/hour

The Kennedy/Jenks fee schedule is provided in Attachment A. Our fee has been estimated from our understanding of the project as described in the RFP provided by Santa Barbara County and a meeting with project proponents on September 18, 2008. The proposed fee is summarized in the following table by task as outlined in this proposal. A detailed cost breakdown is provided in Attachment B.

Kennedy/Jenks will give a description of worked performed for hours billed. Timecards for Kennedy/Jenks staff working on the project would be provided upon request.

Task Description	Proposed Budget
Task 1 – SWRCB Agreement Maintenance	\$ 44,283
Task 2 – Initial Invoice and Progress Report Setup	\$ 13,678
Task 3 – Grant Project Management	\$ 40,314
Task 4 – Preparation of Invoice Packages for First Annual Reporting Cycle	\$ 73,929
Task 5 – Project Management and Meetings	\$ 19,628
Contingency (10%)	\$ 19,183
Total Budget	\$211,016



Attachment B

Proposal Fee Estimate

Kennedy/Jenks Consultants

CLIENT Name: Santa Barbara County Public Works Department
 PROJECT Description: Santa Barbara Countywide IRWMP Prop 50 Grant Administration (Revised Proposal)
 Proposal/Job Number: B10890040 Date: 9/24/2008

January 1, 2008 Rates	Eng-Sci-7	Eng-Sci-6	Eng-Sci-5	Eng-Sci-4	Project Admin.	Admin. Assist.	Aide	Total	KJ Total Labor	KJ Comm. Charges	KJ ODCs	KJ ODCs Markup	Total Expenses	Total Labor + Expenses
Classification:	\$200	\$180	\$160	\$145	\$85	\$70	\$55	Hour	Fees	3%	Fees	10%		Fees
Task 1. SWRCB Agreement Maintenance														
1a. Gather and Review Information for Grant Tracking		2	2					4	\$880	\$20		\$0	\$20	\$700
1b. Revise Project Schedules		2	4	8				14	\$2,180	\$85		\$0	\$85	\$2,225
1c. Create Project Website	4	38	130					170	\$28,080	\$842	\$5,000	\$500	\$6,342	\$34,422
1d. Meetings in Preparation for Grant Maintenance		14	24					38	\$8,380	\$191	\$350	\$35	\$576	\$8,938
Task 1 - Subtotal	4	54	160	8	0	0	0	228	\$37,280	\$1,118	\$5,350	\$535	\$7,003	\$44,283
Task 2. Initial Invoice & Progress Report Set-up														
2a. Prepare Electronic Input Forms	4	18	80					80	\$13,280	\$388		\$0	\$388	\$13,678
2b. Reporting System Training (budgeted under Task 1d)								0	\$0	\$0		\$0	\$0	\$0
Task 2 - Subtotal	4	18	80	0	0	0	0	80	\$13,280	\$388	\$0	\$0	\$388	\$13,678
Task 3. Grant Project Management														
3a. Prepare Pre-Invoice Task List for Project Director		10	80					70	\$11,400	\$342		\$0	\$342	\$11,742
3b. Project Files			80				80	140	\$18,100	\$483		\$0	\$483	\$18,583
3c. Responses to SWRCB			24					24	\$3,840	\$115		\$0	\$115	\$3,955
3d. Internal Team Conference Calls		6	24					30	\$4,920	\$148		\$0	\$148	\$5,068
3e. Other Assistance to County Project Manager		16						16	\$2,880	\$86		\$0	\$86	\$2,966
Task 3 - Subtotal	0	32	188	0	0	0	80	280	\$39,140	\$1,174	\$0	\$0	\$1,174	\$40,314
Task 4. Preparation of Invoice Packages for First Annual Reporting Cycle														
4a. Review of Materials Submitted by Project Proponents/Invoice Preparation		100	160	128			40	428	\$84,380	\$1,931	\$2,000	\$200	\$4,131	\$88,491
4b. Prepare Progress Report for Santa Barbara County		8	24					32	\$5,280	\$158		\$0	\$158	\$5,438
Task 4 - Subtotal	0	108	184	128	0	0	40	460	\$89,640	\$2,089	\$2,000	\$200	\$4,289	\$73,929
Task 5. Project Management and Meetings (Year 1)														
5a. Attend and Assist with Meetings and SWRCB Site Visit			36					36	\$5,780	\$173	\$2,000	\$200	\$2,373	\$8,133
5b. Consultant Project Set-Up and Tracking		8	48		24			80	\$11,160	\$335		\$0	\$335	\$11,495
Task 5 - Subtotal	0	8	84	0	24	0	0	116	\$16,920	\$508	\$2,000	\$200	\$2,708	\$19,628
Contingency (10%)														\$1,557
All Tasks Total	8	218	676	136	24	0	100	1162	\$178,280	\$5,288	\$9,350	\$935	\$17,130	\$211,016

EXHIBIT B

PAYMENT ARRANGEMENTS

Periodic Compensation (with attached Schedule of Fees)

- A. For CONTRACTOR services to be rendered under this contract, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed **\$211,016**.
- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in **Attachment B1** (Schedule of Fees). Invoices submitted for payment that are based upon **Attachment B1** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.
- C. **Monthly**, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of **Attachment B1** shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of presentation.
- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.



Attachment A

Client/Address: Santa Barbara County Public Works Department
123 East Anapamu Street
Santa Barbara, California 93101

Contract/Proposal Date: September 4, 2008

Schedule of Charges

January 1, 2008

Personnel Compensation

Classification	Hourly Rate
CAD-Technician	\$95
Designer-Senior Technician	\$120
Engineer-Scientist-Specialist 1	\$110
Engineer-Scientist-Specialist 2	\$115
Engineer-Scientist-Specialist 3	\$130
Engineer-Scientist-Specialist 4	\$145
Engineer-Scientist-Specialist 5	\$160
Engineer-Scientist-Specialist 6	\$180
Engineer-Scientist-Specialist 7	\$200
Engineer-Scientist-Specialist 8	\$220
Engineer-Scientist-Specialist 9	\$225
Project Administrator	\$85
Administrative Assistant	\$70
Alde	\$55

In addition to the above Hourly Rates, a three percent Communications Charge will be added to Personnel Compensation for normal and incidental copies, communications and postage.

Direct Expenses

Reimbursement for direct expenses, as listed below, incurred in connection with the work, will be at cost plus ten percent for items such as:

- a. Maps, photographs, reproductions, printing, equipment rental, and special supplies related to the work.
- b. Consultants, soils engineers, surveyors, contractors, and other outside services.
- c. Rented vehicles, local public transportation and taxis, travel and subsistence.
- d. Specific telecommunications and delivery charges.
- e. Special fees, insurance, permits, and licenses applicable to the work.
- f. Outside computer processing, computation, and proprietary programs purchased for the work.

Reimbursement for vehicles used in connection with the work will be at the federally approved mileage rates or at a negotiated monthly rate.

Reimbursement for use of computerized drafting systems (CAD), geographical information systems (GIS), and other specialized software and hardware will be at the rate of \$12 per hour.

Rates for professional staff for legal proceedings or as expert witnesses will be at rates one and one-half times the Hourly Rates specified above.

Other in-house charges for prints and reproductions, equipment usage, laboratory analyses, etc. will be at standard company rates.

Excise and gross receipts taxes, if any, will be added as a direct expense.

The foregoing Schedule of Charges is incorporated into the agreement for the services provided, effective January 1, 2008 through December 31, 2008. After December 31, 2008, invoices will reflect the Schedule of Charges currently in effect.

EXHIBIT C

STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS for contracts REQUIRING professional liability insurance

INDEMNIFICATION

Indemnification pertaining to other than Professional Services:

CONTRACTOR shall defend, indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of the COUNTY.

CONTRACTOR shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

Indemnification pertaining to Professional Services:

CONTRACTOR shall defend, indemnify, and hold COUNTY, its officers, employees, and agents harmless from and against any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities that arise out of, pertain to or relate to the negligence, recklessness, or willful misconduct on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him to the fullest extent allowable by law.

CONTRACTOR shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

INSURANCE

Without limiting the CONTRACTOR's indemnification of the COUNTY, CONTRACTOR shall procure the following required insurance coverages at its sole cost and expense. All insurance coverage is to be placed with insurers which (1) have a Best's rating of no less than A: VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the COUNTY. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place CONTRACTOR in default. Upon request by the COUNTY, CONTRACTOR shall provide a certified copy of any insurance policy to the COUNTY within ten (10) working days.

1. Workers' Compensation Insurance: Statutory Workers' Compensation and Employers Liability Insurance shall cover all CONTRACTOR's staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, or expiration or reduction of coverage shall be effective or occur until at least thirty (30) days after receipt of such notice by the COUNTY. In the event CONTRACTOR is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if CONTRACTOR has no employees as

defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and CONTRACTOR submits a written statement to the COUNTY stating that fact.

2. General and Automobile Liability Insurance: The general liability insurance shall include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations of CONTRACTOR and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the CONTRACTOR in the indemnity and hold harmless provisions of the Indemnification Section of this Agreement between COUNTY and CONTRACTOR. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of CONTRACTOR pursuant to CONTRACTOR's activities hereunder. CONTRACTORS shall require all subcontractors to be included under its policies or furnish separate certificates and endorsements to meet the standards of these provisions by each subcontractor. COUNTY, its officers, agents, and employees shall be Additional Insured status on any policy. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each shall be included in the policies. A copy of the endorsement evidencing that the policy has been changed to reflect the Additional Insured status must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any deductible or Self-Insured Retention {SIR} over \$10,000 requires approval by the COUNTY.

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

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

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

3. Professional Liability Insurance. Professional liability insurance shall include coverage for the activities of CONTRACTOR's professional staff with a combined single limit of not less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate. Said policy or policies shall provide that COUNTY shall be given thirty (30) days written notice prior to cancellation, expiration of the policy, or reduction in coverage. If the policy providing professional liability coverage is a on 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three (3) years (ten years [10] for Construction Defect Claims) following completion of the performance or attempted performance of the provisions of this agreement.

CONTRACTOR shall submit to the office of the designated COUNTY representative certificate(s) of insurance documenting the required insurance as specified above prior to this Agreement becoming effective. COUNTY shall maintain current certificate(s) of insurance at all times in the office of the designated County representative as a condition precedent to any payment under this Agreement. Approval of insurance by COUNTY or acceptance of the certificate of insurance by COUNTY shall not relieve or decrease the extent to which the CONTRACTOR may be held responsible for payment of

damages resulting from CONTRACTOR'S services of operation pursuant to the contract, nor shall it be deemed a waiver of COUNTY'S rights to insurance coverage hereunder.

In the event the CONTRACTOR is not able to comply with the COUNTY'S insurance requirements, COUNTY may, at their sole discretion and at the CONTRACTOR'S expense, provide compliant coverage.

The above insurance requirements are subject to periodic review by the COUNTY. The COUNTY's Risk Manager is authorized to change the above insurance requirements, with the concurrence of County Counsel, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonable based on changed risk of loss or in light of past claims against the COUNTY or inflation. This option may be exercised during any amendment of this Agreement that results in an increase in the nature of COUNTY's risk and such change of provisions will be in effect for the term of the amended Agreement. Such change pertaining to types of insurance coverage or higher coverage limits must be made by written amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of acceptance of the amendment or modification.

**EXHIBIT D
YEAR 2000 DATE CHANGE COMPLIANCE WARRANTY
FOR GOODS AND SERVICES**

---- INTENTIONALLY OMITTED ----

**REMOVED
March 1, 2004**

THIS AGREEMENT DOES NOT INCLUDE EXHIBIT D