

Contract Summary Form: Contract Number: BC-10-068

Complete data below, print, obtain signature of authorized departmental representative, and submit this form (and attachments) to the Clerk of the Board (>\$100,000). If less than (<\$100,000) submit a Purchasing Requisition to the Purchasing Division of General Services. See "online purchasing manual" under General Services, Purchasing, Policies and Procedures. Form not applicable to revenue contracts.

D1. Fiscal Year .....: FY 09/10  
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.....: ext. 3542

K1. Contract Type (check one): [ ] Personal Service [ ] Capital Project/Construction  
K2. Brief Summary of Contract Description/Purpose : Prop 84 Selection Process  
K3. Original Contract Amount.....: \$66,840  
K4. Contract Begin Date.....: September 22, 2009  
K5. Original Contract End Date.....: August 1, 2010  
K6. Amendment History (leave blank if no prior amendments):

Seq#EffectiveDateThisAmndtAmtCumAmndtToDateNewTotalAmtNewEndDate      Purpose (2-4 words)  
\$

K7. Department Project Number.....:

B1. Is this a Board Contract? (Yes/No) .....: yes  
B2. Number of Workers Displaced (if any) .....:  
B3. Number of Competitive Bids (if any) .....:  
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, Program: 3007  
F5. Division Number (if applicable).....: 04  
F6. Account Number.....: 7460  
F7. Cost Center number (if applicable) .....:  
F8. Payment Terms .....: Net 30

V1. Vendor Numbers (A=uditor; P=urchasing) .....: A=172885  
V2. Payee/Contractor Name.....: CH2MHILL  
V3. Mailing Address.....: Dept. 925  
V4. City State (two-letter) Zip (include +4 if known) : Denver, CO 80271-0925  
V5. Telephone Number .....: (213) 228-8235  
V6. Contractor's Federal Tax ID Number (EIN or SSN) : 624480  
V7. Contact Person .....: Kathy Caldwell  
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 CH2M HILL having its principal place of business 325 E. Hillcrest Drive, Suite 125, Thousand Oaks, CA 91360 (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. Kathy Caldwell at phone number (213) 228-8235 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: Mr. Thomas Fayram, Deputy Public Works Director, 123 E. Anapamu Street, Suite 240, Santa Barbara, CA 93101

To CONTRACTOR: Mr. Terry Foreman, Vice President, 325 East Hill Crest Drive, Suite 125, Thousand Oaks, CA 91360

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 September 22, 2009 and end performance upon completion, but no later August 1, 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.

//  
//

Agreement for Services of Independent Contractor between the **Santa Barbara County Water Agency** and **CH2M HILL**.

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

SANTA BARBARA COUNTY WATER AGENCY

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

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

ATTEST:  
MICHAEL F. BROWN  
CLERK OF THE BOARD

CONTRACTOR

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

By: Jerry L. Fullman  
Title: VP

SocSec or TaxID Number: 57-0918189

APPROVED AS TO FORM:  
DENNIS MARSHALL  
COUNTY COUNSEL

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

By: [Signature]  
Deputy County Counsel

By: [Signature]  
Deputy

Dept: 054  
Fund: 3050  
Acct: 7460  
Program: 3007

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

By: [Signature]



**CH2MHILL**

## EXHIBIT A

### STATEMENT OF WORK

CH2M HILL  
325 E. Hillcrest Drive  
Suite 125  
Thousand Oaks, CA 91360  
Tel 805-371-7822  
Fax 805-371-7818

August 25, 2009

Matt Naftaly  
Water Agency Manager  
Santa Barbara County  
123 E. Anapumu Street  
Santa Barbara, CA 93101-2058

Subject: Proposition 84 Project Selection Process

Dear Matt:

CH2M HILL is pleased to provide the County of Santa Barbara (County) assistance with the Proposition 84 project selection process. CH2M HILL will assist the County in implementing a process that results in the selection of top priority regional projects that will be required for inclusion in a revised Integrated Regional Water Management Plan (IRWMP) and future Proposition 84 implementation grant funding applications.

In 2008, enabling legislation (SB 1 - Perata) passed for Propositions 84 and 1E revised the Integrated Regional Water Management Planning Act of 2002. The enabling legislation requires that regions utilize an integrated and multi-benefit approach to project selection and design. CH2M HILL will provide the County and its regional IRWMP stakeholders with a project selection process that adheres to Proposition 84 guidelines, employs a transparent and interactive group decision-making process and support tools, encourages the participation of all regional stakeholders including IRWMP Cooperating Partners, conducts several workshops, and strives to reach the broadest possible consensus among stakeholders.

The CH2M HILL team possesses extensive understanding of the IRWM process, experience in interactive group decision-making processes, and a solid working relationship with IRWM staff at the California Department of Water Resources (DWR).

The Project Manager will be Kathy Caldwell.

The elements with all tasks and sub-tasks described below may be rearranged or re-scheduled with the concurrence of the Steering Committee. New tasks or sub-tasks may be added to the Scope of Work with the concurrence of the Steering Committee and according to budget constraints.

The County and the Steering Committee shall continually oversee the project selection process through monthly meetings to support and guide the process.

Communications on this project will be conducted by email, conference calls, or in-person. The regularity and form of communications will be determined by the client in consultation with the Project Manager and be guided by budget considerations.

CH2M HILL must receive the fully executed task order by noon on September 18, 2009 in order to meet the deliverables described below. The level of effort for CH2M HILL for each task shall be limited by the available budget. If additional work is required, the County may authorize such work.

### **Scope of Work**

**Project Selection Process** - CH2M HILL will guide the County through the Prop 84/1E project selection process by utilizing expert staff experienced in multi-criteria decision-making and the needs and issues of the County. The project selection process will include up to four (4) project selection workshops for participating entities and individuals, one (1) project building session/workshop for all interested entities and individuals, and one (1) public workshop. The planned workshop elements are presented below but may change as the project evolves. The final deliverables to the client will include a PowerPoint presentation summarizing the results of each workshop and a "Draft Santa Barbara County IRWM Project List - Prop 84/1E."

The contents of the workshops are detailed below.

- **Workshop #1** - CH2M HILL will coordinate with County staff to prepare for and conduct project selection workshop #1. The workshop will include the following:
  - **Chartering Session** - CH2M HILL will conduct a team chartering session that will include team-building elements such as team vision, purpose, measures of success, goals, roles for individuals and shared responsibilities, operating guidelines, the use of sub-regional working groups, methods of communication, the workshop schedule, and decision-making authority.
  - **Background Information on Multi-Criteria Decision-Making** - CH2M HILL will present background information on the history and uses of multi-criteria decision-making. CH2M HILL will review the components of an effective decision process and how the process will be used for this project.
  - **Project Selection First Steps**- CH2M HILL and the project selection team (team) will identify regional conflicts, needs, objectives, and strategies. The team will begin the process of filling out a "short" form to gather project information. The project short form also will be distributed via email and be available on the County IRWM website. The form will be due to CH2M HILL two (2) weeks following Workshop #1. The County will be responsible for collecting the forms and delivering them to CH2M HILL.
  - **Preview of Project Building Session** - This session is to be held in the month following Workshop #1 (requirements for ready-to-proceed, encourage attendance).

**CH2M HILL DELIVERABLES:** CH2M HILL will conduct Workshop #1 that will include a chartering session, background information on multi-criteria decision-making, project selection first steps, and preview of upcoming project building



session. CH2M HILL shall provide workshop meeting minutes within one (1) week to the County for distribution via email and on the IRWM web site.

**COUNTY RESPONSIBILITIES:** The County will notify stakeholders of all workshops 30 days prior to the meeting using email and the County IRWM web site. The County will distribute meeting minutes to the general stakeholder list and post meeting minutes from the workshop on the County IRWM web site.

- **Project Building Session** – CH2M HILL will work with the County IRWM Steering Committee to prepare for and conduct a project building session for interested County stakeholders. The project building session is meant to inform participants about the relevant DWR Prop 84/1E criteria for evaluating projects, give participants the opportunity to share information about potential projects, and collaborate with other participants to enhance single-purpose projects and build multi-benefit projects. The County Steering Committee will have overall responsibility for the Project Building Session. CH2M HILL will support the County Steering Committee. The project building session will include, the following:
  - CH2M HILL will open the meeting with an overview of the Project Building Session and provide relevant background information including the “Prop 84 Guidelines – Working Draft” prepared by CH2M HILL summarizing relevant DWR Prop 84/1E guidelines (include DAC projects, solve regional and inter-regional conflicts, use multiple strategies, include performance measures for each project, coordinate with adjacent regions, etc.), regional conflicts, needs, objectives, and strategies identified in Workshop #1, and the draft project list (compiled from “short-form” submittals)
  - The County Steering Committee will lead the session and will examine the mix of types of projects (recycled water, conservation, groundwater, water quality, etc.), the location of projects in the three sub-regions of the County (Santa Maria River, Santa Ynez Valley, and South Coast); how projects help solve regional conflicts, meet regional needs and objectives, and utilize regional strategies; and review proposed DAC projects
  - CH2M HILL will introduce the project information “long” form to those in attendance. The “long” form will be distributed to all stakeholders via email and the County IRWM website. The “long” form will be due to CH2M HILL approximately two weeks after the project building session.

**CH2M HILL DELIVERABLES:** 1) Provide an overview to begin the session of the agenda, goals of the session, and background information for the session including “Prop 84 Guidelines – Working Draft”; review of regional conflicts, needs, objectives, and strategies identified in Workshop #1; the draft project list (compiled from “short-form” submittals); 2) support the County Steering Committee during the meeting by recording project ideas on easel pads; 3) introduce the “long” form to participants, and 4) distribute meeting minutes and other meeting information within one week to the team.

**COUNTY RESPONSIBILITIES:** The County Steering Committee will be charged with facilitating the session. The County will provide support information to potential participants prior to the meeting via email. The County shall distribute meeting minutes on the IRWM web site and via email. The County Steering Committee will follow-up with organizations and individuals on project

development. The County will follow-up via telephone and email with Team members to see that the Project Information "Long" forms have been submitted to CH2M HILL.

- **Workshop #2** - The workshop will include the following:
  - Required supporting information (agenda, meeting notes, etc.) will be provided by CH2M HILL one week prior to the workshop for distribution by the County
  - CH2M HILL will facilitate this workshop
  - Regional conflicts, needs, and objectives as identified in the first workshop will be reviewed. The team will act to finalize as recommended at Workshop #1 or amend and then finalize.
  - CH2M HILL will present draft criteria (for evaluating projects) and associated performance measures, prepared by CH2M HILL ahead of time with input from the Steering Committee. The draft criteria and performance measures will serve as a starting point for the team to review, amend, and finalize the criteria and performance measures
  - CH2M HILL will lead the team as it weights the criteria
  - CH2M HILL will present project information from compiled "long" forms
  - CH2M HILL and the Steering Committee will initiate planning for Public Workshop

**CH2M HILL DELIVERABLES:** Supporting information (agenda, draft criteria for evaluating projects and associated performance measures) for the workshop will be provided to the County one week ahead of the workshop for distribution. CH2M HILL and the team will finalize the list of regional conflicts, needs, and objectives. CH2M HILL and the Steering Committee will initiate planning for the public workshop. CH2M HILL will provide the team with draft criteria and performance measures. CH2M HILL will provide meeting minutes and a summary of the weights applied to the criteria to the team. CH2M HILL will provide the team with project information gathered from the "long" forms on all submitted projects.

**COUNTY RESPONSIBILITIES:** The County will distribute workshop information prior to the workshop via email and the County IRWM web site. The Steering Committee and County will initiate planning for the Public Workshop. The County shall distribute meeting minutes via email and County IRWM web site.

- **Public Workshop** - The Steering Committee and CH2M HILL will work together to conduct the public workshop. CH2M HILL will manage the presentation of information and facilitate the workshop. The Steering Committee will assist in facilitating the workshop and work with the County to ensure the broadest possible attendance of stakeholders. The workshop shall be conducted in the central part of the region to give all stakeholders access to the meeting. The workshop will include the following:
  - Background information will be presented on DWR Prop 84/1E Guidelines, the project selection process, and decisions made-to-date
  - CH2M HILL will present an overview of and seek feedback on identified regional and inter-regional conflicts, regional needs, regional objectives, project criteria, and project performance measures
  - CH2M HILL will provide a draft project list and seek feedback on additional projects for the region or project modifications

- The schedule for future workshops and general timeline for project selection will be reviewed

**CH2M HILL DELIVERABLES:** Facilitation of the public workshop; PowerPoint presentation of background information; handout information; workshop signage to be installed at the workshop site

**COUNTY RESPONSIBILITIES:** The County shall publicize the workshop 30 days ahead of the workshop date and post workshop information on the County IRWM web site. The meeting notice shall inform the public of the date, time, and location of the workshop and provide an email address whereby stakeholders may provide public comments. The County shall have representatives at the workshop to answer questions and present information. The Steering Committee will assist the County in assuring the broadest possible attendance. The County shall arrange for the workshop location and coordinate the meeting with those responsible for managing the venue.

- **Workshop #3** - CH2M HILL will facilitate Workshop #3. The workshop will include the following:
  - CH2M HILL will report to the team on the outcomes of the Public Workshop and present public feedback gathered from the workshop and email. The team shall discuss means to incorporate the public feedback.
  - Examples will be presented of how projects will be scored, review project information submitted to date, and opportunities to discuss or revise the scoring.
  - Review of pre-scoring of the projects to be completed by CH2M HILL
  - CH2M HILL will lead the team in scoring the projects
  - The results of the project scoring will be distribute at the workshop

**CH2M HILL DELIVERABLES:** Summary of public feedback; PowerPoint presentation of how projects will be scored; list of project information submitted to date; project pre-scoring; and project scoring by the team that will be completed by the end of the meeting

**COUNTY RESPONSIBILITIES:** Provide CH2M HILL with feedback from public two (2) weeks prior to Workshop #3; publicize the workshop using email and County IRWM web site; Steering Committee to review progress to date and Workshop #3 agenda.

- **Workshop #4** - At this workshop, the team will be presented with a draft project selection list based on scoring from the previous workshop. The team will have the opportunity to make adjustments to the weighting of the criteria and to the scoring of the projects. After such reconsideration, a final draft list will be produced which will be the final deliverable for the project. If for some reason the team or County wishes further consideration of the list, the County has the option of adding an additional task for an additional workshop onto the scope of work or taking other steps that will facilitate further deliberation on the list. The workshop will include the following:
  - CH2M HILL will revisit foundational decisions and guidelines including DWR Guidelines, chartering session, regional conflicts, regional needs, and regional objectives

- A presentation will be made and conduct reconsideration of draft project scoring results
- The draft scoring will be revised where needed
- The team will either agree to finalize the "Draft Santa Barbara Regionwide Proposition 84 Project List" or agree that additional work should be done to finalize the list
- CH2M HILL will review future Prop 84/1E actions and steps

**CH2M HILL DELIVERABLES:** PowerPoint reviewing key steps in the project selection process to date and future Prop 84/1E steps and actions; draft project list and scoring results; final draft project list that has been revised after taking additional input at the workshop. The final product of the project will be delivered two weeks following Workshop #4 and will include a PowerPoint presentation summarizing the results of each workshop and a "Draft Santa Barbara County IRWM Project List - Prop 84/1E."

**COUNTY RESPONSIBILITIES:** Provide notification of the workshop via the master email list and County IRWM web site.

#### **Estimated Schedule and Budget**

CH2M HILL estimates that we can complete our services for all tasks within 12 months. Please see Attachment A at the end of this Scope of Work for a schedule. While the specific scope of services and tasks necessary to complete work on all tasks will vary based on State and DWR actions and other factors beyond our control, we estimate that we can complete the work for \$66,840. Please see Attachment B for a detailed budget.

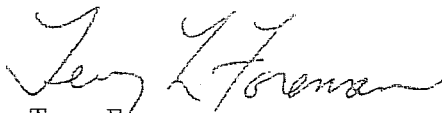
#### **Authorization to Proceed**

You can authorize us to proceed with this work by issuing a purchase order or other contractual authorization referring to this letter. Please forward a fully executed task order by September 18, 2009 in order to meet the deliverables described above. The contractual terms and conditions governing this work will be as agreed upon in the Professional Services Agreement between CH2M HILL and the County of Santa Barbara.

If you have any questions or require further assistance, please contact Kathy Caldwell at 213-228-8235 or by e-mail at [Kathy.Caldwell@CH2M.com](mailto:Kathy.Caldwell@CH2M.com). Thank you for this opportunity to be of continued service to the County of Santa Barbara.

Sincerely,

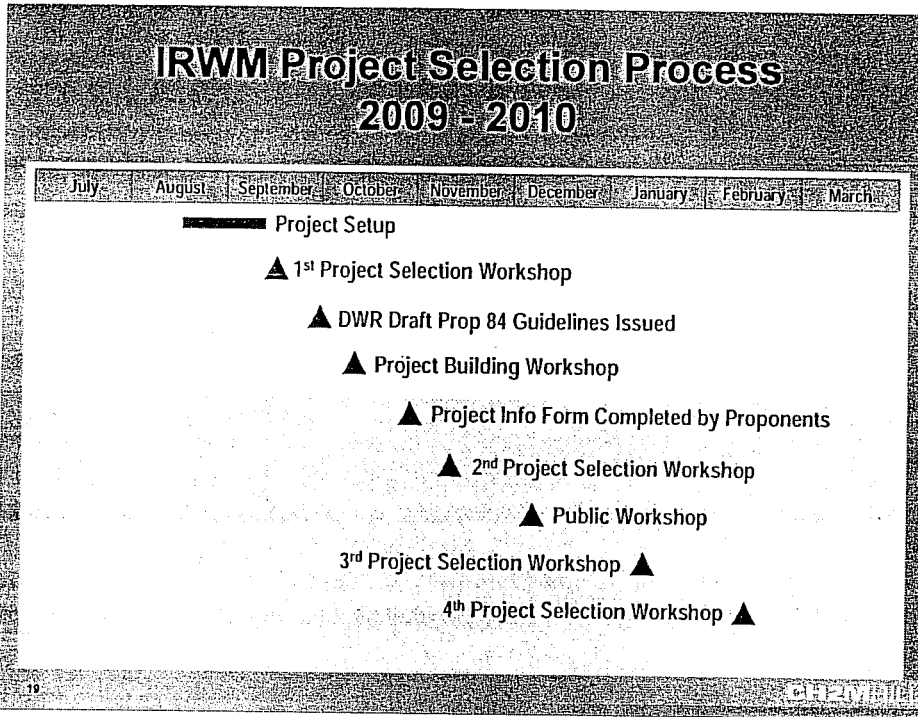
CH2M HILL



Terry Foreman  
Vice President

cc: Kathy Caldwell/CH2M HILL

## Attachment A – Project Schedule



**Attachment B – Budget**

**Proposition 84 Project Selection Process**

<b>Task</b>	<b>Labor Hours</b>	<b>Fee</b>
Workshop 1	63	\$13,110
Session	16	\$3,530
Workshop 2	88	\$16,320
Public Workshop	20	\$3,630
Workshop 3	77	\$15,150
Workshop 4	87	\$15,100
<b>Totals</b>	<b>351</b>	<b>\$66,840</b>

## 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 **\$66,840**.
- B. Extra Work required to complete the project may be authorized only if CONTRACTOR receives written approval by the COUNTY's designated representative as identified in Paragraph 1 of the Agreement at the same rate per unit as defined in **Attachment B1**. The total amount of this contingency fund is 15% of the agreement amount or **\$10,026**.
- C. 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**.
- D. **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.
- E. 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.

Prop 84 Proj Selection Task 2  
Labor Rates Schedule (PD)



Functional Category Rate

Period: Calendar Year 2009

Principal-in-Charge/Principal Program Mgr.	240.00
Principal Project Mgr/Principal Consultant/Program	224.00
Senior Project Manager/Senior Technologist	206.00
Project Manager/Sr. Engineer/Scientist	190.00
Task Manager/Project Engineer/Planner	179.00
Associate Engineer/Scientist/Planner	154.00
Staff Engineer/Scientist/Planner	127.00
Senior Contracts/Procurement	206.00
Senior Contracts/Procurement	190.00
Senior Contracts/Procurement	179.00
Senior Contracts/Procurement	154.00
Staff Contracts/Procurement	127.00
Senior Technician II	148.00
Senior Technician I	136.00
Staff Technician/Technical Editor	116.00
Junior Technician	93.00
Administrative/Accounting	93.00



## 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 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 the negligent performance or attempted performance of the provisions hereof; including any willful or negligent act or omission to act 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.

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.