

Contract Number : - BC 09 084

D1. Fiscal Year : FY 2008-09
D2. Budget Unit Number (plus -Ship/-Bill codes in paren's) : 054
D3. Requisition Number..... : 27
D4. Department Name..... : Flood Control
D5. Contact Person : Maureen Spencer
D6. Phone..... : 568-3437

K1. Contract Type (check one): [] Personal Service [] Capital Project/Construction
K2. Brief Summary of Contract Description/Purpose : Goleta Slough EIR
K3. Original Contract Amount..... : \$140,200
K4. Contract Begin Date : February 17, 2009
K5. Original Contract End Date..... : September 30, 2010
K6. Amendment History (leave blank if no prior amendments):

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

K7. Department Project Number..... : SC8302

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 : 2610
F4. Department Number..... : 054
F5. Division Number (if applicable)..... :
F6. Account Number : 7701
F7. Cost Center number (if applicable) :
F8. Payment Terms : Net 30

V1. Vendor Numbers (A=uditor; P=urchasing) : A-615250
V2. Payee/Contractor Name : Padre Associates, Inc.
V3. Mailing Address..... : 5290 Overpass Road, Suite 217
V4. City State (two-letter) Zip (include +4 if known) : Goleta, CA 93111
V5. Telephone Number : (805) 683-1233
V6. Contractor's Federal Tax ID Number (EIN or SSN) :
V7. Contact Person : Simon Poulter
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 Flood Control and Water Conservation District, a political subdivision of the State of California (hereafter COUNTY) and Padre Associations, Inc. having its principal place of business at 5290 Overpass Road, Suite 217, Goleta, CA 93111 (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.** Maureen Spencer at phone number (805) 568-3437 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Simon Poulter at phone number (805) 683-1233 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: Simon Poulter, Padre Associates, Inc., 5290 Overpass Road, Suite 217, Goleta, CA 93111

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 February 17, 2009 and end performance upon completion, but no later than September 30, 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 Flood Control and Water Conservation District** and **Padre Associates, Inc.**

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

SANTA BARBARA COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

By: _____
Chair, Board of Directors

Date: _____

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

CONTRACTOR
PADRE ASSOICATES, INC.

By: _____
Deputy

By: *[Signature]*

Title: Vice President

SocSec or TaxID Number: 77-0444582

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: 2610
Acct: 7701
Program: 3002

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

By: *[Signature]*

**EXHIBIT A
STATEMENT OF WORK**



January 9, 2009
Project No. 0702-0062

Ms. Maureen Spencer
County of Santa Barbara
Public Works Department
Flood Control District
123 East Anapamu Street
Santa Barbara, CA 93101

**Subject: Goleta Slough Routine Maintenance Activities – Supplemental
Environmental Impact Report (SEIR) Preparation and Permit Support**

Dear Maureen:

The following proposal has been developed in response to your request and provides a proposed scope of work for the second phase of work associated with the planned amendments to the Goleta Slough Routine Maintenance Activities conducted by the Flood Control District (District). The following scope of work outlines the tasks that will be required to complete a Supplemental Environmental Impact Report (SEIR) and acquire the necessary permit approvals.

Our general approach to the CEQA task is to reduce costs by maximizing the use of environmental information and EIR sections that were written during the preparation of the original SEIR for this project and to acquire new data only where necessary to update existing information and/or to respond to agency or public comments. The scope of services and estimated cost are based on our understanding of the project described below. Revisions to that understanding could affect the eventual scope, cost and/or proposed schedule.

PROJECT UNDERSTANDING

Padre has previously worked with the District to complete the development of revised project description for the proposed Maintenance Dredging Program. This project description was completed in January 22, 2008, however work on the SEIR was suspended at the request of the County. County management has now indicated the desire to restart the SEIR and permitting process and that the existing project description will serve as the basis of the forthcoming environmental analysis and permitting. As outlined in the project description, the methodology proposed for the Program is similar to that currently utilized; however the updated Maintenance Dredging Program will incorporate the following:

- Updated Project-description information: Desilting practices, incorporation of construction best management practices, and recognized/administered permit conditions of approval based on past 13 years of sediment removal maintenance experience;

5290 Overpass Road, Suite 217 Goleta, CA 93111 (805) 683-1233

- Establishment of a construction working window based on past experience that will minimize potential environmental impacts while utilizing the timeframe appropriate to perform maintenance activities in a manner that will optimize efficiency of proposed desilting operations and maximize potential beach replenishment opportunities;
- Construction-timing and coordination of desilting activities in relation to established practices with respect to endangered/threatened species of special concern (such as California Steelhead and Tidewater Goby);
- Development of a Sampling and Analysis Plan that will establish pre-project sampling requirements and protocol and will further define parameters of beneficial re-use of materials for beach replenishment versus other disposal options, and
- Establishment of Upland Disposal Site at the closed Foothill Landfill.

SCOPE OF SERVICES

Based on our understanding of the proposed project and of the CEQA requirements, Padre proposes to complete the following tasks:

Task 1. Notice of Preparation

With the completion of the project description, Padre staff will complete a Notice of Preparation (NOP) for the Supplemental EIR. The NOP will include the project description and listing (CEQA checklist) of the key environmental issues that will be addressed in the SEIR. Padre does not believe an expanded NOP/Initial Study is necessary for this project due to the fact it is a Supplemental EIR focused on an ongoing project. Padre will complete the NOP and provide a draft to District staff for review and comment. Once any required revisions have been completed, Padre will provide one hard copy and one electronic copy of the NOP for distribution by District staff to public and agency for comment.

Task 2. Preliminary Permitting Agency Consultations

The key to a successful project permitting process is early consultation with key agencies that have either direct permitting responsibilities or resource oversight responsibilities. This early consultation, completed as part of a pre-application process, will allow the District to 1) brief agency staff on the project components and the associated benefits, 2) identify potential alternatives, and 3) identify key measures that will be implemented to reduce potential environmental impacts. These meetings will also provide an opportunity for the permitting agency staff to identify any key issues they wish to have addressed in the application package and supporting environmental documentation.

Padre understands that District staff will take the lead in conducting agency pre-application consultations; however Padre staff will support the District as requested with project related materials. The Padre Project Manager will also be available to attend key meetings at the request of District. At the completion of the pre-application process, Padre will meet with District staff to review the results of the agency consultations and to discuss potential

refinements to the project description, project alternatives and/or the scope of the environmental analysis.

Task 3. Prepare Administrative Draft Environmental Impact Report

Padre will prepare an Administrative Draft SEIR (ADSEIR) in a format that is approved by the District/County. The ADSEIR will be submitted to the District for review and comment. That document will, at a minimum, include CEQA-required sections. Each major section of the ADSEIR is described below.

Introduction. This section will include a narrative on the background of the proposed project and a brief summary of the environmental review and approval process. The SEIR approach will be clearly defined. Lead, responsible, and trustee agencies will be identified and the scope, content, and purpose of the SEIR will also be described.

Summary. The section will include an introduction and purpose, a brief description of the proposed project and project alternatives, and a tabular summary of the environmental effects associated with the proposed project. The table will be organized by level of environmental impact, including significant unavoidable adverse impacts (Class I), significant impacts that can be mitigated to a less than significant level (Class II), less than significant impacts (Class III), and beneficial impacts (Class IV). Please note that the summary table will not be completed until District staff has approved the impact assessments of the Administrative Draft SEIR.

Project Description. This section will consist of a detailed description of the proposed action, as previously completed.

Environmental Setting. This section will provide a brief description of the existing environmental conditions in the project region and in the project site. The boundaries of both areas for each environmental issue will be defined.

Environmental Impacts and Mitigation Measures. The impact and mitigation sections consist of an assessment of the potential environmental impacts of the proposed action on the existing conditions and identification of mitigations measures that are designed to reduce or eliminate potentially significant effects. The analysis of each issue area will comprise a separate chapter that will have four main subsections, including: setting, impact analysis, mitigation measures, and level of significance after mitigation.

Based on the description of the revised project, and on the existing IS, the environmental issue areas that will be discussed in the SEIR will include:

- Water Resources/Flooding
- Air Quality
- Geology
- Biological Resources (Marine)
- Biological Resources (Terrestrial)
- Risk of Upset/Hazardous Materials

- Noise
- Cultural Resources
- Aesthetics
- Traffic/Circulation
- Recreation
- Land Use Policy Consistency

The introductory portion of this section will describe the cumulative impact analysis approach, and will include the list of projects relevant to the cumulative analysis for this project. Setting information will be presented at the beginning of each issue area subsection. The impact analysis section will include a statement of the significance thresholds that were used. Mitigation measures will be provided as necessary. All mitigation measures will be presented so that they can be directly applied as conditions of approval.

The final sub-section will describe the level of significance after mitigation. This will be a brief statement noting any impacts that would remain after mitigation measures are applied. This section will also note whether impacts are significant and unmitigable (Class I), significant but mitigable (Class II), less than significant (Class III), or beneficial (Class IV).

Alternatives. This section will be prepared in accordance with the requirements of the CEQA Guidelines, Section 15126(d) and recent court decisions. The purpose of this section will be to evaluate a reasonable range of project alternatives as provided in the Project Description.

The evaluation of the selected alternatives will be conducted at a disproportionate level and will be quantitative in nature relative to the preferred alternative per CEQA requirements. The emphasis of the analysis will be to determine if the alternatives would result in impacts that are less than, similar to, or greater than the proposed project. At the conclusion of the alternative analysis, the environmentally superior alternative will be identified. This section will include information to support the rationale for rejecting any alternatives.

Other Required Sections. Also included in the ADSEIR will be other sections required by CEQA such as growth-inducing impacts, cumulative effects, table of contents, acronym list, references, persons contacted, list of preparers, impacts determined to be less than significant, unavoidable impacts, etc. Several cumulative project scenarios will be analyzed from a list of proposed and approved projects that is provided by the District.

Mitigation Monitoring and Reporting Program. This subtask will include the preparation of a Mitigation Monitoring and Reporting Program (MMRP) to comply with Public Resources Code Section 21081.6. The MMRP will include a brief introduction, project background, description of general components of the MMRP, a table that lists each mitigation measure, agency responsible for each condition, when monitoring must occur, the frequency of monitoring, and criteria to determine compliance within the condition (i.e., method of verification). The MMRP will identify the roles of persons responsible for implementation of the MMRP including a Mitigation Compliance Coordinator, Environmental Monitors, and Environmental Scientists. The MMRP will identify the various procedures including non-compliance and dispute resolution elements. The purpose of this MMRP will be to verify project

compliance with adopted mitigation measures during construction and through the life of the project (on a yearly basis) in order to determine the effectiveness of the mitigation. This will afford assurances to the District, as CEQA Lead Agency that mitigation is carried to the full extent.

Task 4. Prepare Draft SEIR

After receiving District comments on the ADSEIR, appropriate changes will be incorporated and an intermediate product, a preliminary DSEIR (screen-check), will be prepared. This document will be submitted to the District for approval prior to the production and circulation of the public draft. Once the preliminary DSEIR is approved by the District, up to sixty (60) bound copies of the public DSEIR will be produced. In addition, the DSEIR will be provided in to the District in electronic (pdf) format for posting on the District's website. The DSEIR will conform with CEQA Guidelines Section 15120 through 15131.

Task 5. Project Meetings and Hearings

Padre proposes to attend up to five (5) project meetings prior to the release of the FSEIR and up to two (2) public hearings following the release of the DSEIR. The Padre Project Manager and/or Assistant Project Manager will be available to make presentations at the public hearings if requested by the District.

Task 6. Prepare Final SEIR

In conjunction with District staff, Padre will respond to public and agency review comments on the DSEIR. All comments will be responded to in writing in a separate appendix in the Administrative Final SEIR (AFSEIR). If required, text changes and revisions will be made in the AFSEIR. For budget purposes we have assumed that up to twenty (20) comment letters with an average of five (5), individual, unique comments per letter will be received. Should additional substantive comments be received, a revised budget estimate will be provided to the District prior to completing the responses.

The AFSEIR will include the DSEIR with changes to the text in response to comments, and/or responses in the form of appendices containing comments and responses to those comments, and the proposed Mitigation Monitoring and Reporting Plan (MMRP). Four (4) copies of the AFSEIR with appendices will be submitted to the District for review and comment.

Following District approval of the AFSEIR, we will prepare and deliver the FSEIR which will incorporate any changes requested by the District during the review of the AFSEIR. An interim product, which will be either the proposed FSEIR revised pages or a single-sided copy of the FSEIR with the revisions in response to the review of the AFSEIR, will be submitted to the District for final approval. Following receipt of District approval, up to thirty (30) copies of the FSEIR will be prepared in the format requested in the original request for proposal and submitted to the District for distribution. In addition, the FSEIR will be provided in to the District in electronic (pdf) format for posting on the District's website.

Task 7. Permitting Assistance

Padre will assist the District staff with preparation of the required permit applications and any needed supporting documentation based on the information provided in the SEIR. This task will be initiated as soon as possible following the District's approval of the Draft SEIR. Padre anticipates that permits may or will be required from the U.S. Army Corps of Engineers, Regional Water Quality Control Board, California Coastal Commission, State Lands Commission, California Department of Fish & Game, and from the Santa Barbara County Air Pollution Control District. Although they will not issue a specific permit, application review and technical input to the regulatory authorizations is expected to be provided by NOAA Fisheries, and U.S. Fish & Wildlife Service. Following the District's approval, the permit applications and supporting material will be submitted to the regulatory agencies. Our fee estimate assumes that the District would be responsible for all permit fees.

Upon submission of all project-related permit applications, the Project Team will work directly with agencies to respond to comments or questions regarding the project. This communication will be maintained throughout the project permitting process and will involve the District as needed. In many cases these communications include providing agencies with information from other resource agencies involved in the project. Padre will assist the District Staff negotiate terms of the permit conditions with agencies and obtain all necessary permits in a timely manner.



COST ESTIMATE

Padre will complete the tasks specified in the preceding Scope of Services on a time and materials basis for the not-to-exceed estimate of \$140,200.00. We also recommend that a contingency of 15% be included in the budget to address unexpected issues that may arise during the CEQA or permitting tasks. A detail of cost estimates by task is provided in the attached table. Invoicing will be on a monthly basis and charges will be in accordance with the labor and expense rates that were approved with the County's Professional Services contract. A copy of the accepted fee schedule has been previously provided and approved and is incorporated herein by reference.

The proposed scope of work and associated costs are fully negotiable to meet the needs of District. This offer for professional services will remain in effect for a period of 90 days from the date of this proposal. During this period, questions regarding the proposal may be directed to Simon Poulter at (805) 683-1233, Ext 4.

Sincerely,

Simon A. Poulter

Simon Poulter

Manager, Environmental Sciences Group

PADRE ASSOCIATES, INC.

Goleta Slough Routine Maintenance Activities - SEIR Cost Estimate

	Noble	Total Cost Est.	Principal Professional \$140	Senior Professional \$130	Project Professional \$110	Staff Professional \$85	Senior Technician \$80	Technician \$75	Graphics \$55	WIP \$55	
Task 1 NOP											
Total Public Labor		\$920.00	2	4	0	0	0	0	1	1	
Total Public Expenses		\$0.00	\$280	\$520	\$0	\$0	\$0	\$0	\$65	\$55	
Task Total		\$920.00									
Task 2 Preliminary Permitting Agency Consultations											
Total Public Labor		\$4,860.00	18	18	0	0	0	0	0	0	
Total Public Expenses		\$300.00	\$2,520	\$2,340	\$0	\$0	\$0	\$0	\$0	\$0	
Task Total		\$5,160.00									
Task 3 ADEIR											
Total Subcontractor		\$16,000.00	80	120	60	80	0	120	0	40	
Handling Charge		\$2,400.00			\$6,600	\$6,800		\$9,000		\$2,200	
Total Subcontractor		\$18,400.00	\$11,200	\$15,600	\$6,600	\$6,800	\$0	\$9,000		\$2,200	
Total Public Labor		\$51,400.00									
Total Public Expenses (10 copies ADEIR)		\$1,000.00									
Task Total		\$70,800.00									
Task 4 DEIR											
Total Subcontractor		\$0.00	8	16	24	16	0	10	16	16	
Handling Charge		\$0.00			\$2,540	\$1,380		\$750	\$1,040	\$880	
Total Subcontractor		\$0.00	\$1,120	\$2,080	\$2,540	\$1,380	\$0	\$750	\$1,040	\$880	
Total Public Labor		\$9,870.00									
Total Public Expenses (60 copies DEIR)		\$6,400.00									
Task Total		\$18,270.00									
Task 5 Meetings and Hearings											
Total Subcontractor		\$0.00	60	36	24	0	0	0	0	0	
Handling Charge		\$0.00			\$2,540						
Total Subcontractor		\$0.00	\$6,600	\$4,680	\$2,540	\$0	\$0	\$0	\$0	\$0	
Total Public Labor		\$13,820.00									
Total Public Expenses		\$500.00									
Task Total		\$14,220.00									
Task 6 FEIR											
Total Subcontractor		\$3,000.00	6	30	20	40	20	10	10	10	
Handling Charge		\$450.00			\$2,200.00	\$3,400.00	\$1,600.00	\$650.00	\$550.00	\$550.00	
Total Subcontractor		\$3,450.00	\$840.00	\$3,900.00	\$2,200.00	\$3,400.00	\$1,600.00	\$650.00	\$550.00	\$550.00	
Total Public Labor		\$13,140.00									
Total Public Expenses (30 copies FEIR)		\$4,800.00									
Task Total		\$21,390.00									
Task 7 Permitting Assistance											
Total Subcontractor		\$0.00	40	60	0	0	0	0	0	0	
Handling Charge		\$0.00									
Total Subcontractor		\$0.00	\$5,600.00	\$7,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Total Public Labor		\$13,400.00									
Total Public Expenses (App. Support Docs.)		\$1,000.00									
Task Total		\$14,400.00									
Total Estimate		\$140,200.00									
Contingency (15%)		\$21,030.00									
Total With Contingency		\$161,230.00									

Cost assumptions for NOP: \$15 per copy of NOP, \$7.00 for Certified Mail EIR Printing Cost assumption: Draft EIR at \$150 per copy, Final EIR at \$180 per copy, CD Copies at \$15 per CD.

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 **\$ 140,200**.
- 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 10% of the agreement amount or **\$21,030**.
- 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.

STANDARD FEE SCHEDULE

PROFESSIONAL SERVICES

Principal Professional.....	\$	140/hr
Senior Professional	\$	130/hr
Project Professional.....	\$	110/hr
Staff Professional.....	\$	85/hr
Senior Technician.....	\$	80/hr
Technician	\$	75/hr
Drafting	\$	65/hr
Word Processing	\$	55/hr

Fees for expert witness preparation, testimony, court appearances, or depositions will be billed at the rate of \$400 per hour.

OTHER DIRECT CHARGES

Subcontracted Services	Cost Plus 15%
Outside Reproduction.....	Cost Plus 15%
Travel, Subsistence, and Expenses.....	Cost Plus 15%
Vehicle	\$ 80/day
Photoionization Detector	\$ 150/day
Nuclear Density Gauge	\$ 80/day
Automobile Mileage.....	\$ 0.75/mile

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