

**NORTH CAMPUS OPENS SPACE
COMPLETE CONSTRUCTION DRAWINGS**

**CONTRACT BETWEEN THE COUNTY OF SANTA BARBARA
AND THE REGENTS OF THE UNIVERSITY OF CALIFORNIA ON BEHALF OF ITS
SANTA BARBARA CAMPUS**

This Contract is made by and between The Regents of the University of California, on behalf of its Santa Barbara campus, a state-run institution of higher education (hereinafter referred to as "GRANTEE"), and the County of Santa Barbara, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), wherein COUNTY agrees to grant certain funds to GRANTEE for the purposes and on the conditions specified herein.

RECITALS

WHEREAS, environmental impact reports prepared for oil development projects offshore Santa Barbara County have identified adverse, residual impacts to local coastal resources not otherwise mitigable;

WHEREAS, COUNTY established and administers the Coastal Resource Enhancement Fund (hereinafter referred to as "CREF") that is financially supported by offshore oil and gas developers to mitigate these impacts; and

WHEREAS, the County Board of Supervisors conducted a public hearing for the 2016 CREF funding cycle and found GRANTEE's proposal to fulfill the intent and purpose of CREF by enhancing environmentally sensitive coastal resources, coastal tourism and coastal recreation.

TERMS AND CONDITIONS

Now, therefore, in consideration of the mutual promises hereinafter set forth, it is agreed as follows:

(1) Obligations to be Performed Under this Contract. Within the Time of Performance specified in paragraph 3, GRANTEE shall perform all of the obligations described in this Contract and set forth in the project description, which is attached hereto as Exhibit A (hereinafter referred to as "PROJECT").

To the extent that environmental review, permits, and other approvals from local, state, or federal governments are necessary to effectuate the Contract made herein, GRANTEE shall be

responsible for obtaining such review, permits, and approvals, including costs incurred. The parties acknowledge that no commitment with regard to PROJECT approval can be or is hereby given in advance.

(2) Grant Funding. COUNTY shall award to GRANTEE an amount not to exceed \$18,000 (eighteen thousand dollars) from CREF (Fund #0063, Dept. #053, Program #5090, Account #7863, Project #1602) no later than 10 days after execution of this Contract, to complete PROJECT.

(3) Time of Performance. PROJECT commences March 1, 2016 and shall be completed on or before June 30, 2017. However, COUNTY's Director of Planning & Development Department (hereinafter referred to as "DIRECTOR") may extend the time of performance for good cause. GRANTEE agrees to allow public access to the North Campus Open Space following completion of PROJECT.

(4) Matching Funds. GRANTEE shall provide matching funds, as described in Exhibit A, as a condition of receiving this grant from the COUNTY. Failure to provide such funds shall, at the discretion of the DIRECTOR, be grounds for termination of this Contract. Upon such termination, GRANTEE shall within 14 days of termination return any grant funds received from the COUNTY under this Contract.

(5) Project Amendments. GRANTEE shall obtain prior written approval from the DIRECTOR for any changes proposed by GRANTEE in the PROJECT as described herein. Such changes include any change to the project description, any reduction in the overall project budget, or any change in a budget item of 10 percent or more. If the DIRECTOR finds that GRANTEE has proposed a change that represents a significant departure from the project originally considered and approved by the Board, then Board approval shall be required for such project changes.

(6) Project Cost Increases. If, for any reason, PROJECT costs exceed or are expected to exceed those represented by GRANTEE for receipt of this grant, and such increases cannot be covered by GRANTEE from its own or matching funds, GRANTEE shall notify COUNTY within 10 days of discovering the potential cost exceedance. If GRANTEE cannot secure the necessary resources within 30 days of notifying COUNTY, at the end of those 30 days, GRANTEE shall return to COUNTY all unspent monies of this grant (including monies encumbered by contracts). COUNTY shall hold the grant until GRANTEE secures all necessary resources to complete this PROJECT. Failure to secure said resources prior to PROJECT completion date in Article 3 of this Contract shall result in forfeiture of grant by GRANTEE.

(7) Project Cost Savings. GRANTEE shall return any unspent funds granted under this Contract to COUNTY within 60 days of completing PROJECT construction, and COUNTY shall return any unspent funds to CREF for reallocation by COUNTY in future funding cycle(s). If, for any reason, GRANTEE finds it cannot complete PROJECT, GRANTEE shall report that

finding to COUNTY immediately and return any unspent funds granted under this Contract (including monies encumbered by subsequent contracts) to CREF within 14 days of that finding.

(8) Acknowledgement. GRANTEE shall publicly identify on the inside cover of the Basis of Design Document that PROJECT was "...financed by Santa Barbara County's Coastal Resource Enhancement Fund, a partial mitigation of impacts from the following offshore oil and gas projects: Point Arguello, Point Pedernales, and Santa Ynez Unit."

(9) Non-Partnership. This Contract is not intended by the parties to constitute or create a joint venture, pooling arrangement, or formal business organization of any kind. The rights and obligations of the parties shall be only those expressly set forth herein.

(10) Status of GRANTEE. GRANTEE and GRANTEE's subcontractors shall perform all services under this Contract as independent parties and not as employees, officers or agents of the COUNTY.

(11) Indemnification.

(a) The GRANTEE shall indemnify, defend and hold COUNTY and COUNTY's agents, officers and employees harmless from and against all claims, damages, losses, causes of action and expenses, including attorney's fees, for any personal injury, bodily injury, loss of life or damage to property, violation of any federal, state or municipal law, ordinance or constitutional provision, or other cause which arise out of, relate to, or result from the activities or omissions, negligent or otherwise, under this Contract of the GRANTEE and GRANTEE's officers, agents and employee, including performing or authorizing the performance of, or in failing to perform or authorize the performance of any work, services, or functions provided for, referred to in or in any way connected with any work, services or functions performed under this CONTRACT.

(b) The COUNTY shall indemnify, defend and hold GRANTEE and GRANTEE'S agents, officers and employees harmless from and against all claims, damages, losses, causes of action and expenses, including attorney's fees, for any personal injury, bodily injury, loss of life or damage to property, violation of any federal, state or municipal law, ordinance or constitutional provision, or other cause which arise out of, relate to, or result from the activities or omissions, negligent or otherwise, under this Contract of the GRANTEE and GRANTEE's officers, agents and employee."

(12) Semi-Annual Reports; Public Briefing. GRANTEE shall provide COUNTY with semi-annual written reports of the progress of PROJECT until completion of PROJECT. GRANTEE shall submit a progress report to the COUNTY on April 15, 2017.

The report shall compare the project's progress to the description, budget and schedule in Exhibit A, including:

(a) The status of each task. This section shall include any proposed changes to the tasks, whether the project is progressing according to the schedule, and anticipated accomplishments in the upcoming months; and

(b) The costs to date compared with the approved budget. The report shall state whether or not PROJECT is progressing within the approved budget and discuss any proposed changes.

GRANTEE agrees to participate in a public briefing, if determined necessary and appropriate by COUNTY, to provide a summary of PROJECT.

(13) Final Report. Within 45 days of completion of PROJECT, GRANTEE agrees to provide to COUNTY a final report, which shall include:

(a) a brief summary of PROJECT's objectives and how these objectives were accomplished,

(b) an itemized list and support documentation of all expenses incurred to complete PROJECT, and

(c) copies of design plans for the trails, boardwalk and bridge components of the PROJECT's restoration.

(14) Records. GRANTEE shall maintain complete financial records that clearly reflect the expenditures of this grant and matching funds in accordance with generally accepted accounting principles and that evidence proper audit trails reflecting the true cost of the services rendered and costs incurred for the project. GRANTEE shall maintain all such records for a minimum of four years after PROJECT completion. GRANTEE agrees that COUNTY's designated representative may, at any time during normal working hours and up to four years after PROJECT completion, review or audit all records regarding performance of this Contract. GRANTEE shall submit to COUNTY copies of findings of any audits which GRANTEE commissions.

(15) Termination.

(a) COUNTY may, in its sole discretion, terminate this Contract for convenience by giving sixty (60) days prior written notice to GRANTEE. GRANTEE shall not incur any unnecessary expenses or costs which are reimbursable under this Contract during this period except those absolutely necessary to close out all activities related to the Contract. COUNTY will not compensate any other charges incurred by GRANTEE during this period unless approved in writing by the DIRECTOR.

(b) COUNTY may terminate this Contract for cause should GRANTEE default in the performance of this Contract or materially breach any of its provisions. Such termination shall be by written notice and shall be effective upon receipt by GRANTEE.

(c) Upon termination of this Contract pursuant to this section, GRANTEE shall within 30 days return any unspent grant funds received from COUNTY under this Contract, and provide COUNTY an itemized list and supporting documentation of all expenses incurred on the PROJECT.

(16) Remedies Not Exclusive. No remedy herein conferred upon or reserved to either party 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.

(17) Waivers. The waiver by either party to this Contract of any term, covenant, or condition of this Contract or of any provision, ordinance, or law, shall not be deemed to be a continuing waiver of such term, covenant, condition, or law, or of any subsequent breach or violation of the same, or of any other term, covenant, ordinance, or law.

(18) Grant Contract Integrated. In conjunction with the matters considered herein, this Contract 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 Contract may be altered, amended or modified only by an instrument in writing, executed by the parties to this Contract and by no other means. Each party waives their future right to claim, contest or assert that this Contract was modified, canceled, superseded or changed by any oral agreements, course of conduct, waiver or estoppel.

(19) Assignment. This Contract shall not be assigned by GRANTEE without the prior written consent of the DIRECTOR.

(20) California Law to Apply. This Contract shall be governed by the laws of the State of California. Any litigation regarding this Contract or its contents shall be filed in the County of Santa Barbara, if in state court, or in southern California, if in federal court.

(21) Nondiscrimination Clause. GRANTEE shall abide by the Unlawful Discrimination Ordinance, Article XIII of Chapter 2 of the Santa Barbara County Code, which is attached hereto as Exhibit B and incorporated herein by this reference.

(22) Taxes. GRANTEE shall be responsible for payment of all taxes due as a result of the Contract. GRANTEE's Federal Tax Identification Number is 95-6006145.

(23) Point of Contact. The designated contacts for this Contract are:

- | | |
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| (a) Kathy McNeal Pfeifer, 568-2507
P&D, Energy Division
123 Anapamu Street
Santa Barbara, California 93101
Email: kathypm@co.santa-barbara.ca.us | (b) Hilda Vasquez, (805) 893-7360
Office of Research, Sponsored Projects
3227 Cheadle Hall
UCSB
Santa Barbara, CA 93106-2050
vasquez@research.ucsb.edu |
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Either party may change its point of contact by providing 30 days written notice to the other party. The DIRECTOR or DEPUTY DIRECTOR may designate a new point of contact for COUNTY.

This Contract between the County of Santa Barbara and GRANTEE is executed at Santa Barbara, California, on the dates shown below and shall be effective when signed by all parties.

ATTEST:

MONA MIYASATO
Clerk of the Board

By _____
Deputy Clerk of the Board

APPROVED:

COUNTY

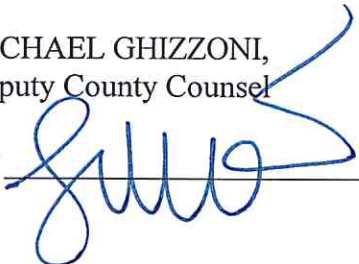
JOAN HARTMANN, CHAIR
BOARD OF SUPERVISORS
Date signed: _____

CREF GRANTEE

Hilda Vasquez, Sponsored Projects Officer/UCSB
CREF GRANTEE
Date signed: 01/13/2017

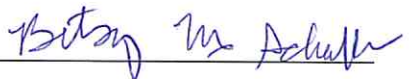
APPROVED AS TO FORM:

MICHAEL GHIZZONI,
Deputy County Counsel

By 

**APPROVED AS TO
ACCOUNTING FORM:**

THEODORE A. FALLATI, CPA
Auditor-Controller

By 

**APPROVED AS TO
INSURANCE FORM:**

RAY AROMATORIO
Risk Program Manager

By: 
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Exhibit A
PROJECT DESCRIPTION, BUDGET, AND SCHEDULE

Project Description.

GRANTEE shall complete construction documents for public access trails, bridges and boardwalks proposed for the 136-acre North Campus Open Space (NCOS). NCOS is the Upper Devereux Slough and its immediate watershed, which includes the 63-acre Ocean Meadows property and the 69-acre South Parcel (held in a conservation easement by The Land Trust for Santa Barbara County). "PROJECT" is hereby defined as the complete construction documents which include signed and stamped drawings, technical specifications in sufficient detail as to be deemed 100% complete and buildable, and all bidding documents.

CREF funds provide funding for completion of the construction documents which are the final part of Phase 1 of the larger three-phase restoration project at NCOS. The 3-phase project includes:

- 1) Planning and Design (\$1,500,000) – Tasks include design, environmental review and, final construction drawings.
- 2) Construction (\$8,000,000) – Tasks includes excavation and placement of fill soil and construction of public access elements.
- 3) Restoration (\$5,000,000) –Tasks includes planting of native species, installing educational signs, and monitoring restoration work.

Phase 1 has been funded, including the CREF grant. Ninety-five (95%) of funding for Phase 2 has been secured. For Phase 3, all funding has been secured for restoration of the graded portions of the project site; additional funding will be sought to further enhance the larger project site.

Note: The budget amounts listed above by phases are included only for purposes of showing the overall NCOS project costs and are not part of the tracking and/or reporting of required match funds. The only required match funds are listed in the table below.

Project Budget

Task	Matching Funds*	CREF Expenditure Amount
Complete construction documents	\$138,455	\$18,000
Total Costs	\$156,455	

* GRANTEE secured a total of \$138,455 additional monies: \$105,955 from State Coastal Conservancy, \$25,000 from Goleta West Sanitary District, and \$7,500 from UCSB Associated Students Coastal Fund.

Schedule

Task Description	Completion Date
Complete construction documents	March 1, 2016 through June 30, 2017
Prepare and submit final CREF report	August 15, 2017

Exhibit B

COUNTY OF SANTA BARBARA UNLAWFUL DISCRIMINATION ORDINANCE

Sec. 2-95. Prohibition of unlawful discrimination in employment practices. The County of Santa Barbara reserves the right to terminate forthwith each and every written contract and agreement (except purchase orders) for goods and/or services entered into by the County of Santa Barbara or by its joint powers, agencies or agents with the consent of the other parties (hereinafter called "contractor") including but not limited to concessions, franchises, construction agreements, leases, whether now in effect or hereinafter made if the county finds that the contractor is discriminating or has discriminated against any employee or applicant for employment in violation of any applicable state or federal laws, rules or regulations which may now or hereafter specifically prohibit such discrimination on such grounds as race, religion, sex, color, national origin, physical handicap when otherwise qualified, Vietnam era veteran/disabled, or age.

Such finding may only be made after contractor has had a full and fair hearing on notice of thirty (30) days before an impartial hearing officer at which hearing contractor may introduce evidence, produce witnesses and have the opportunity to cross-examine witnesses produced by the county. Further, any finding of discrimination must be fully supported by the facts developed at such hearing and set forth in a written opinion; and in addition, contractor may move in the appropriate court of law for damages and/or to compel specific performance of a contractor or agreement if any the above procedures are not afforded to the contractor. If contractor is not found to have engaged in unlawful discriminatory practices, county shall pay all costs and expense of such hearing, including reasonable attorneys' fees to contractor in accordance with current Santa Barbara County Superior Court schedule of attorneys' fees for civil trials. If contractor is found to have engaged in such unlawful discriminatory employment practices, contractor shall pay all such costs, expenses and attorneys' fees.

Whether or not a contract or agreement is still in existence at the time of final determination of such unlawful discrimination, the contractor shall forthwith reimburse county for all damages directly stemming from such discrimination; however, those damages shall not exceed and are not reimbursable in an amount which exceeds amounts paid contractor under the terms of the contract or agreement.

Nothing in this section 2-95 shall directly or by interpretation give a private cause of action to any third party (not a signatory to the contract or agreement) including employees past or present, or applicants for employment to contractor, it being the sole purpose of this clause to administratively assure compliance with the nondiscrimination clauses contained herein.

Employment practices shall include, but are not limited to employment, promotion, demotion, transfer, recruitment and advertising for recruitment, layoff or other termination, rate of pay, employee benefits and all other forms of compensation selection for training and apprenticeship and probationary periods.

Contractor shall permit access at all reasonable time and places to all of its records of employment, advertising, application forms, tests and all other pertinent employment data and records, to the County of Santa Barbara, its officers, employees and agents for the purpose of investigation to ascertain if any unlawful discrimination as described herein has occurred or is being practiced, provided

that such records are relevant to a complaint of an unlawful discriminatory practice which has been forwarded to contractor reasonably prior to the time contractor is asked to make such records available. In addition, all such records shall be deemed "Confidential" by the officers, employees and agent of the county. No records or copies of such records may be removed from the premises of contractor and no disclosure, oral or written of such record, may be made to third parties except as provided within the agreement.

Provided, however, that in the event of a hearing to determine whether or not contractor is engaging in unlawful discrimination in employment practices as defined herein, the board of supervisors of Santa Barbara County may issue subpoenas to require that certified copies of such records be made available to the hearing.

Failure to fully comply with any of the foregoing provisions relating to unlawful discrimination in employment practices shall be deemed to be a material breach of any contract or agreement with the County of Santa Barbara. All persons contracting with or who have contracts for goods or services with the county shall be notified that this chapter applies to their contract or agreement with the County of Santa Barbara. (Ord. No. 2946, SS 1; Ord. No. 2993, SS 1; Ord. No. 3018, SS 1)

Sec. 2-95.5. Exceptions. Notwithstanding any other provisions in this article, any party contracting with the County of Santa Barbara having an affirmative action program which has been approved within thirty-six (36) months from the date of the contract by an agency of the federal government shall be deemed to be in compliance with the provisions of this article upon furnishing documentary evidence of such approval satisfactory to the county affirmative action officer. Loss of such approval shall be immediately reported by such party to the county affirmative action officer.

Sec. 2-96. Purchase orders. Purchase orders shall contain the following clause as grounds for termination of such purchase order.

"If complaint is made that seller is engaging in discriminatory employment practices made unlawful by applicable state and federal laws, rules or regulations, and the State Fair Employment Practice Commission or the Federal Equal Employment Opportunities Commission determines that such unlawful discrimination exists, then the County of Santa Barbara may forthwith terminate this order." (Ord. No. 2946, § 1)

Sec. 2-97. Affirmative action officer. At the discretion of the county affirmative action officer, he or she shall promptly and thoroughly investigate, or cause to be investigated reports and complaints from whatever source, that any party contracting with the County of Santa Barbara is engaging, or during the term of a contract or agreement with the County of Santa Barbara has engaged, in any unlawful discriminatory employment practices as described in Section 2-95 of this Code. If the investigation discloses reason to believe such unlawful discrimination does exist or has existed and the conditions giving rise thereto have not been changed so as to prevent further such unlawful discrimination, and the said party shall not forthwith terminate such unlawful discrimination, take all appropriate steps to prevent a recurrence of such or other unlawful practices, and compensate the person or persons unlawfully discriminated against for any and all loss incurred by reason of such unlawful discrimination, all to the satisfaction of the affirmative action officer, then the affirmative action officer shall cause the matter to be presented for action to the State Fair Employment Practices Commission or the Federal Equal

Employment Opportunities Commission, or both, and to any other concerned state or federal agencies or officers.

If and when it has been finally determined by the affirmative action officer, county counsel, or state or federal regulatory agencies that such unlawful discriminatory employment practice has in fact so occurred or are being carried on, then the affirmative action officer shall forthwith present the entire matter to the board of supervisors of the county, together with all damages, costs and expense related thereto and incurred by county, for appropriate action by the board of supervisors in accord with the intent and purposes of this article and of the affirmative action program of the County of Santa Barbara (Ord. No. 2946, § 1).