

Contract Number: BC - 11 019 ~~018~~

D1. Fiscal Year .....: FY 2010-11  
D2. Budget Unit Number (plus -Ship/-Bill codes in paren's) : 054  
D3. Requisition Number.....:  
D4. Department Name.....: Water Agency  
D5. Contact Person.....: Matt Naftaly  
D6. Phone.....: 568-3542

K1. Contract Type (check one): ☐ Personal Service ☐ Capital Project/Construction  
K2. Brief Summary of Contract Description/Purpose : support services for Prop 84  
K3. Original Contract Amount.....: \$94,150  
K4. Contract Begin Date .....: July 6, 2010  
K5. Original Contract End Date.....: September 30, 2012  
K6. Amendment History (leave blank if no prior amendments):

Seq	EffectiveDate	ThisAmndt	AmtCum	AmndtTo	DateNew	TotalAmt	NewEndDate	Purpose (2-4 words)
	\$		\$			\$		

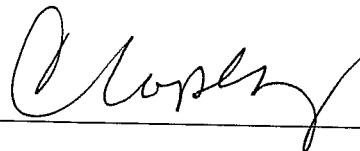
K7. Department Project Number.....:  
B1. Is this a Board Contract? (Yes/No) .....: yes  
B2. Number of Workers Displaced (if any) .....: N/A  
B3. Number of Competitive Bids (if any) .....: N/A  
B4. Lowest Bid Amount (if bid).....: \$  
B5. If Board waived bids, show Agenda Date.....:  
B6. ... and Agenda Item Number.....: #  
B7. Boilerplate Contract Text Unaffected? (Yes / or cite ¶¶) :

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

V1. Vendor Numbers (A=uditor; P=urchasing) .....: A-243526  
V2. Payee/Contractor Name .....: Dudek  
V3. Mailing Address.....: 605 Third Street  
V4. City State (two-letter) Zip (include +4 if known) : Encinitas, CA 92024  
V5. Telephone Number .....: (805) 963-0651  
V6. Contractor's Federal Tax ID Number (EIN or SSN) :  
V7. Contact Person .....: Jane Gray  
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 .....



BC 11-019

## 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 Dudek having its principal place of business at 621 Chapala Street, Santa Barbara, CA 93101 (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. Jane Gray at phone number (805) 963-0651 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: Jane Gray, Dudek, 621 Chapala Street, Santa Barbara, CA 93101 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 July 6, 2010 and end performance upon completion, but no later than September 30, 2012 unless otherwise directed by COUNTY or unless earlier terminated.

5. **COMPENSATION OF CONTRACTOR.** CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 **NOTICES.** above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

6. **INDEPENDENT CONTRACTOR.** CONTRACTOR shall perform all of its services under this Agreement as an independent contractor and not as an employee of COUNTY. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure.

7. **STANDARD OF PERFORMANCE.** CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All

products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

8. **TAXES.** COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

9. **CONFLICT OF INTEREST.** CONTRACTOR covenants that CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR.

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

11. **OWNERSHIP OF DOCUMENTS.** COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any materials under this section except after prior written approval of COUNTY.

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

12. **RECORDS, AUDIT, AND REVIEW.** CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice.

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

14. **NONDISCRIMINATION.** COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

15. **NONEXCLUSIVE AGREEMENT.** CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

16. **ASSIGNMENT.** CONTRACTOR shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

17. **TERMINATION.**

A. **By COUNTY.** COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill the obligations herein. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services effected (unless the notice directs otherwise), and deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process.

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

Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for service performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not effect any right or remedy which COUNTY may have in law or equity.

2. For Cause. Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate this Agreement by written notice, which shall be effective upon receipt by CONTRACTOR.

B. **By CONTRACTOR.** Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.

18. **SECTION HEADINGS.** The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

19. **SEVERABILITY.** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

20. **REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

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

22. **NO WAIVER OF DEFAULT.** No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

23. **ENTIRE AGREEMENT AND AMENDMENT.** In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

24. **SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

25. **COMPLIANCE WITH LAW.** CONTRACTOR shall, at his sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY be a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

26. **CALIFORNIA LAW.** This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

27. **EXECUTION OF COUNTERPARTS.** This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

28. **AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

29. **PRECEDENCE.** In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

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

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

SANTA BARBARA COUNTY WATER AGENCY

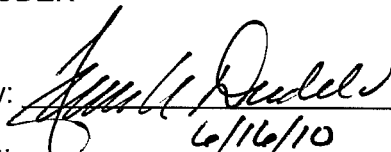
By: \_\_\_\_\_  
Chair, Board of Directors

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

ATTEST:  
MICHAEL F. BROWN  
CLERK OF THE BOARD

CONTRACTOR  
DUDEK

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


By:  **Dudek**  
**Frank Dudek**  
Title: **President**

SocSec or TaxID Number: 95-3873865

APPROVED AS TO FORM:  
DENNIS MARSHALL  
COUNTY COUNSEL

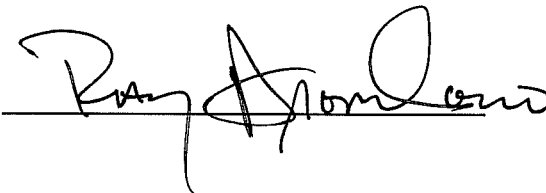
APPROVED AS TO ACCOUNTING FORM:  
ROBERT W GEIS, CPA  
AUDITOR-CONTROLLER

By:  \_\_\_\_\_  
Deputy County Counsel

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

Dept: 054  
Fund: 3050  
Acct: 7460  
Program: 3013

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

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

# DUDEK

## Exhibit A Statement of Work

621 CHAPALA STREET  
SANTA BARBARA, CALIFORNIA 93101  
T 805.963.0651 F 805.963.2074

May 12, 2010

Tom Fayram, Deputy Director, Water Resources Division  
Matt Naftaly, Water Agency Manager  
Santa Barbara County Water Agency  
123 East Anapamu Street  
Santa Barbara, CA 93101

**Subject: Support Services (as extension of County staff) for Tasks Associated with the Preparation of Planning and Implementation Grant Applications, Preparation of an Update to the 2007 IRWMP and On-Going Administration and Development of the IRWM Program**

Dudek appreciates the opportunity to prepare this proposal for Support Services (as extension of County staff) for various tasks associated with the administration and development of the County of Santa Barbara's Water IRWMP Program. Support services include: 1) assistance in the preparation of an application for Prop 84 Implementation funds from DWR; 2) assistance in the preparation of an application for Prop 84 Planning funds from DWR for an update to the 2007 IRWMP Plan (IRWMP); 3) assistance in the section writing and document preparation for the update to the 2007 IRWMP Plan; and 4) administration associated with the overall IRWMP effort. Pursuant to these work tasks, a more detailed scope of work and cost estimate follows.

### Scope of Work

- 1) Assistance in the Preparation of Applications for Implementation and Planning Funds under Prop 84

Based on our current and on-going involvement in Propositions 50 and 84, Dudek understands that the integrity of the application process and the veracity of the actual application are paramount in fruitfully securing grant funds and setting the tone for implementation efforts. Further, in reviewing and commenting on the Draft Guidelines, Dudek appreciates the complexity and amount of detail being required by DWR for completion of a successful and competitive application package. Finally, Dudek is familiar with the projects chosen for inclusion in the Implementation application. As such, Dudek would be honored to work with staff of CH2M Hill, GEI and the Water Agency to compile, synthesize and integrate relevant and necessary components of the application such as project descriptions, work plans, budget, schedules, monitoring, assessment and performance measures, economic analyses and benefits summaries into a package for State review.

Cost Estimate

Since Dudek has not received a delineated breakdown of specific applications tasks and because we presume CH2M Hill and GEI involvement in the preparation of the Implementation application, we can only estimate the costs associated with the activities described. Hence, we propose a time and materials approach, and we further propose that any extra budget allocated for this line item be rolled over into the budgets for other Prop 84/IRWM activities as necessary and appropriate at the discretion of the Water Agency. Drawing from past experience and on the requirements contained in the Draft Guidelines, Dudek estimates a cost of \$10,400, which is 80 hours at \$130/hr for completion of the Implementation Application task.

Similarly, Dudek anticipates working with CH2M Hill, GEI and the Water Agency on the application for Planning funds. Activities would include compiling information and/or drafting sections of the application including the work plan, background section, budget, schedule and compliance issues. In addition, there may also be a need to talk with neighboring IRWM regions in the interest of collaboration and/or planning. Thus, Dudek estimates a cost of \$8,450, which is 65 hours at \$130/hr. As described above, we propose that any extra budget allocated for this line item be rolled over into the budgets for other Prop 84/IRWM activities as necessary and appropriate at the discretion of the Water Agency.

Total estimated costs for Implementation and Planning Grant applications: \$18,850

2) Assistance in Preparation and Writing of an Updated IRWMP

Dudek is aware of the key role that a comprehensive, forward-looking IRWMP plays in defining the region's needs and priorities, providing a programmatic framework for water agencies and interests in the region and in obtaining future funding for projects, i.e. future Prop 84 funding rounds and other potential bond measures. Dudek has been involved in the Prop 84 effort since the County began the process in late 2008. We were involved in writing and document preparation for the RAP (Regional Acceptance Process) application, attended the interview with DWR on the RAP and have been working with the Water Agency, Cooperating Partners, Stakeholders, neighboring regions' representatives and CH2M Hill throughout the duration of the Proposition 84 process. We have also been in communication with the Department of Water Resources staff and have served as a representative on behalf of the Santa Barbara IRWM Program.

Moreover, collectively and individually, our staff comprehends the hydrologic conditions in the region and has a working knowledge of the issues of import to the State. Our staff has prepared grant applications and secured funding for agencies as well as non-profit organizations. These proficiencies coupled with our background in Propositions 50 and 84 and our local presence provide us with a unique



insight and a base of information and resources to draw upon. Hence, we are able to be responsive to the State and region's priorities, efficient in our tasks and focused on a capital and representative work product, i.e. the IRWM Plan.

As expressed above, since the IRWMP is the overarching guiding document for regional goals, objectives, strategies, actions and projects as well as a reflection of statewide interests and priorities, i.e. climate change, drought preparedness, water reliability, resolution of conflicts, Dudek envisions the update to the Plan to necessitate a highly coordinated, cooperative and well-researched work effort. In order to satisfy some of the State's mandates, we anticipate meeting and working with the Water Agency and their consultants as well as the other regions in the Central Coast funding area and neighboring IRWM regions.

#### Cost Estimate

Dudek has reviewed DWR's Draft Guidelines for the Prop 84 grant program and also for the planning grant application and is committed to a well-thought out, high quality work product. In consideration of the ambitious agenda put forward by the State as well as the wealth of background information that can be utilized for the update to the Plan, Dudek estimates a cost of \$14,300 or 110 hours at a rate of \$130/hr. Should there be remaining funds, we would request that these be reserved for other Prop 84/IRWM activities as necessary and appropriate at the discretion of the Water Agency.

Total estimated costs for Preparation of an Update to the 2007 IRWMP: \$14,300

#### 3) On-Going Administration of the IRWM Program

Under the current provisions of Proposition 84, there are likely 3 more funding rounds in which hundreds of millions of dollars will be available for projects over the next several years. In the interest of staying current with the IRWM process and in bringing the maximum amount of grant dollars into the region, a continuous and sustained endeavor is required. Further, the concept and practice of Integrated Regional Water Management goes beyond the successful acquisition of grant funding. It is a regional ethic and dedication to the spirit of collaboration, strategic decision making and collective problem solving in the interest of healthy watersheds, holistic hydrological planning and stellar infrastructure for the benefit of all in the region and for water resources. The leadership that the Santa Barbara County Water Agency and the Cooperating Partners have provided in the field of IRWM is exemplary. In recognition of this accomplishment, Dudek acknowledges that this success is in part dependent on the ability of those involved (Water Agency, Cooperating Partners, Consultants, Stakeholders, DWR, etc.) to effectively, timely and meaningfully communicate. In addition, relevant information must be readily accessible and frequently disseminated. To these ends, Dudek strives to

maintain an open and transparent flow of communication and is interested in growing the interest in IRWM by continually looking for new opportunities to network, bring the message and benefits of IRWM to new entities and stakeholders, and expand the Cooperating Partner base and opportunities for cooperation within and external to the region. The work tasks associated with this overall effort would be:

1. Regular and relevant communication and coordination with the Water Agency and consultants.
2. Communicating and outreaching to stakeholder groups, neighboring IRWM Regions and the public; assessing stakeholder participation and seeking opportunities of continued public and stakeholder inclusion; maintenance of good relationships with neighboring IRWM Regions and identifying areas for strategic collaboration. In addition, attending meetings, workshops, etc and making presentations as necessary and appropriate in the interest of identifying potential project partners, increasing stakeholder, Cooperating Partner participation and advancing the interests of IRWM in the County.
3. Staying updated on developments with DWR and anticipating upcoming tasks. Coordinating with State agency staff members (DWR and SWRCB) regarding grant requirements, timeliness and clarifications as needed. Communicating as necessary and appropriate with other relevant state and local agencies, as well as Central Coast region agency representatives to ensure the region is receiving the most up to date and accurate information upon which informed decisions can be made.
4. Coordinating materials to meet deadlines and gathering, compiling, reporting and storing project related information necessary for the planning and implementation grant applications, future funding rounds and institutional memory.
5. Arranging and coordinating meetings, teleconferences, as necessary, as well as attendance at meetings and participation in teleconferences. Tasks may include, but are not limited to, the following:
  - a. Arrange logistics for the meeting place and meeting time
  - b. Draft and confirm Agenda with County
  - c. Send e-mail notices regarding meeting details to CPs, Stakeholders and ensure that information is posted on the website
  - d. Prepare and distribute meeting minutes

6. Regularly communicating with Cooperating Partners, Water Agency and consultants to ensure timeliness in preparing required items (goals, objectives, strategies, etc.) for each sub-process in the overall Prop 84 Application processes and developments in the IRWM program.
7. Monitoring the County's IRWM website and providing relevant materials for inclusion, as necessary and appropriate.
8. Communication, outreach, coordination and support to DACs as necessary and appropriate to ensure these communities are appropriately incorporated into the process, judiciously represented and given an opportunity to contribute and receive funding opportunities.
9. Coordination with Disadvantaged Communities (DACs) as it relates to direct grant implementation & execution of tasks.
10. General administrative tasks at the discretion of the Water Agency

#### Cost Estimate

The costs associated with the tasks immediately above are anticipated to be incurred over a period of 1 to 2 years, dependent upon the release of final guidelines and timeline proposed by the State for subsequent funding rounds, in addition to the ambition and volition of interested parties (Water Agency, Cooperating Partners, etc). In the past, Dudek has been able to successfully accomplish the scope of work set out in less time, under budget and with added work tasks. The attached spreadsheet specifically enumerates the line items (tasks) and anticipated hours associated. We estimate \$61,100 for on-going administration. Please note that the budget does not anticipate costs for items including but not limited to: postage for meeting notices, mileage involved with out of town meetings, and costs for reproduction of materials. These items will be charged according to Dudek's standard schedule of charges (attached). Advertising costs, if incurred by Dudek, will be charged to the County as part of the normal invoicing procedures.

Total estimated costs for On-Going IRWM Administration:	\$61,100
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#### **Grand Total of All Costs:**

Total estimated costs for Implementation and Planning Grant applications:	\$18,850
Total estimated costs for Preparation of an Update to the 2007 IRWMP:	\$14,300
<u>Total estimated costs for On-Going IRWM Administration:</u>	<u>\$61,100</u>
	<b>\$94,150</b>

Santa Barbara County Water Agency  
IRWM Support Services Proposal  
May 12, 2010

We thank you very much for the opportunity to submit this proposal. If you have any questions, please contact me at 805-963-0651 ext. 3531 or via email at [jgray@dudek.com](mailto:jgray@dudek.com).

Sincerely,

A handwritten signature in cursive script, appearing to read "Jane Gray".

Jane Gray  
Environmental Planner/Project Manager  
Dudek

## 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 **\$ 94,150**.
- 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 **\$14,123**.
- 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.

## EXHIBIT C

### 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 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 coverages are 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 [above] 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 on a '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 Program Administrator 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**

Contract Number : - - - -

D1. Fiscal Year ..... : FY 2010-11

D2. Budget Unit Number (*plus -Ship/-Bill codes in paren's*) : 054

D3. Requisition Number..... :

D4. Department Name..... : Water Agency

D5. Contact Person..... : Jon Frye

D6. Phone..... : 568-3542

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K1. Contract Type (*check one*): ☐ Personal Service ☐ Capital Project/Construction

K2. Brief Summary of Contract Description/Purpose : support services for Prop 84

K3. Original Contract Amount..... : \$94,150

K4. Contract Begin Date ..... : July 6, 2010

K5. Original Contract End Date..... : September 30, 2010

K6. Amendment History (*leave blank if no prior amendments*):

<u>Seq#</u>	<u>EffectiveDate</u>	<u>ThisAmndt</u>	<u>AmtCum</u>	<u>AmndtTo</u>	<u>DateNew</u>	<u>TotalAmt</u>	<u>NewEnd</u>	<u>Date</u>	<u>Purpose (2-4 words)</u>
	\$	\$	\$						
K7. Department Project Number..... :									

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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 ¶¶*) : \_\_\_\_\_

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F1. Encumbrance Transaction Code..... : 1701

F2. Current Year Encumbrance Amount..... : \$

F3. Fund Number ..... : 3050

F4. Department Number..... : 054

F5. Division Number (*if applicable*)..... : 04-07

F6. Account Number ..... : 7460

F7. Cost Center number (*if applicable*) ..... :

F8. Payment Terms ..... : Net 30

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V1. Vendor Numbers (*A=uditor; P=urchasing*) ..... : A-243526

V2. Payee/Contractor Name ..... : Dudek

V3. Mailing Address..... : 605 Third Street

V4. City State (*two-letter*) Zip (*include +4 if known*) : Encinitas, CA 92024

V5. Telephone Number ..... : (805) 963-0651

V6. Contractor's Federal Tax ID Number (*EIN or SSN*) :

V7. Contact Person ..... : Jane Gray

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 .....