



# CITY OF BUELLTON

## CITY COUNCIL AGENDA

**Regular Meeting of July 26, 2012 – 6:00 p.m.  
City Council Chambers, 140 West Highway 246  
Buellton, California**

Materials related to an item on this agenda, as well as materials submitted to the City Council after distribution of the agenda packet, are available for public inspection in the Office of the City Clerk, located at 107 West Highway 246, during normal business hours.

### **CALL TO ORDER**

Mayor Holly Sierra

### **PLEDGE OF ALLEGIANCE**

Council Member Ed Andrisek

### **ROLL CALL**

Council Members Ed Andrisek, John Connolly, Judith Dale, Mayor Pro Tem Dave King, and Mayor Holly Sierra

### **REORDERING OF AGENDA**

### **PUBLIC COMMENTS**

Speaker Slip to be completed and turned in to the City Clerk prior to commencement of meeting. Limited to matters not otherwise appearing on the agenda. Limited to three (3) minutes per speaker. No action will be taken at this meeting.

### **CONSENT CALENDAR**

**(ACTION)**

The following items are scheduled for consideration as a group. Any Council Member, the City Attorney, or the City Manager may request that an item be withdrawn from the Consent Agenda to allow for full discussion.

- 1. Minutes of July 12, 2012 Regular City Council Meeting**
- 2. List of Claims to be Approved and Ratified for Payment to Date for Fiscal Years 2012-13**
- 3. Memorandum of Understanding to Participate in the Integrated Regional Water Management Plan (IRWMP) in Santa Barbara County**  
❖ (Staff Contact: Public Works Director Hess)

- 4. **Resolution No. 12-21 – “A Resolution of the City Council of the City of Buellton, California, Approving a 2.1% Cost of Living Adjustment (COLA) for all Regular Full-Time Employees, Effective, July 1, 2012”**  
 ❖ *(Staff Contact: Human Resources Director Reid)*

**PRESENTATIONS**

- 5. **Proclamation Recognizing Senior Deputy Kathi LeGault for her Service to the Community**

**PUBLIC HEARINGS**

**COUNCIL MEMBER COMMENTS**

**COUNCIL ITEMS**

**WRITTEN COMMUNICATIONS**

Written communications are included in the agenda packets. Any Council Member, the City Manager, or City Attorney may request that a written communication be read into the record.

**COMMITTEE REPORTS**

This Agenda listing is the opportunity for Council Members to give verbal Committee Reports on any meetings recently held for which the Council Members are the City representatives thereto.

**BUSINESS ITEMS**

**(POSSIBLE ACTION)**

- 6. **Award of Contract for the 2011/12 Road Maintenance Project**  
 ❖ *(Staff Contact: Public Works Director Hess)*
- 7. **Award of Contract for Light Emitting Diode (LED) Flashing School Crossing Signs School Safety Project**  
 ❖ *(Staff Contact: Public Works Director Hess)*

**CITY MANAGER’S REPORT**

**CLOSED SESSION ITEMS**

**(POSSIBLE ACTION)**

- 8. **The City Council will conduct a Closed Session pursuant to California Government Code Section 54957 concerning the following:**

**PUBLIC EMPLOYEE PERFORMANCE EVALUATION**

Title: City Attorney

**ADJOURNMENT**

The next meeting of the City Council will be held on Thursday, August 9, 2012 at 6:00 p.m.

# **CITY OF BUELLTON**

## **CITY COUNCIL MEETING MINUTES**

**Regular Meeting of July 12, 2012**

**City Council Chambers, 140 West Highway 246  
Buellton, California**

### **CALL TO ORDER**

Mayor Holly Sierra called the meeting to order at 6:00 p.m.

### **PLEDGE OF ALLEGIANCE**

Mayor Holly Sierra welcomed Council Member John Connolly back from active military duty before Council Member Connolly led the Pledge of Allegiance

### **ROLL CALL**

**Present:** Council Members Ed Andrisek, John Connolly, Judith Dale, Mayor Pro Tem Dave King, and Mayor Holly Sierra

**Staff:** City Manager John Kunkel, City Attorney Ralph Hanson, Planning Director Marc Bierdzinski, Public Works Director Rose Hess, Finance Director Annette Muñoz, Station Commander Lt. Brad McVay, and City Clerk Linda Reid

### **REORDERING OF AGENDA**

None

### **PUBLIC COMMENTS**

None

### **CONSENT CALENDAR**

- 1. Minutes of June 28, 2012 Regular City Council Meeting**
- 2. List of Claims to be Approved and Ratified for Payment to Date for Fiscal Year 2011-12**
- 3. Designation of Voting Delegate and Alternate for 2012 League Annual Conference Business Meeting**

### **MOTION:**

Motion by Council Member Andrisek, seconded by Mayor Pro Tem King, approving Items 1 through 3 of the consent calendar as listed.

**VOTE:**

Motion passed by a roll call vote of 5-0.

**PRESENTATIONS**

None

**PUBLIC HEARINGS**

None

**COUNCIL MEMBER COMMENTS**

Council Member Dale announced that she received a letter regarding the uneven terrain on the Avenue of Flags during the “Arts on the Avenue” event and asked if staff could do something to help even the terrain before next year’s event.

Council Member Connolly stated he appreciates being home in Buellton and that we are lucky to live here.

Council Member Andrisek agreed with Council Member Dale that the median on the Avenue of Flags needs to be leveled out. Mr. Andrisek provided the Council with a copy of the Santa Barbara County Grand Jury response regarding the loss of Redevelopment funds.

**COUNCIL ITEMS**

Mayor Sierra requested that staff recognize the efforts of Senior Deputy Kathi LeGault through a proclamation at a future meeting. The Council agreed by consensus to agendize this item.

**WRITTEN COMMUNICATIONS**

None

**COMMITTEE REPORTS**

Mayor Sierra announced that she attended the Santa Barbara County Association of Governments Board Meeting and provided an oral report regarding the meeting, including information about the Clean Air Express.

**BUSINESS ITEMS****4. Discussion Regarding Naming BBQ Area at River View Park After Former Council Member Russ Hicks****RECOMMENDATION:**

That the City Council discuss naming the BBQ area at River View Park after former Council Member Russ Hicks and if so, provide staff with appropriate direction.

**STAFF REPORT:**

City Manager Kunkel presented the staff report.

**SPEAKERS/DISCUSSION:**

The City Council discussed the following issues:

- Having discussions with Santa Barbara County Association of Governments (SBCAG) regarding the installation of a sign along Highway 101 near the off-ramp of Highway 154 recognizing Council Member Russ Hicks for his participation in getting that interchange installed
- Renaming River View Park as Russ Hicks Memorial Park
- Installing some type of memorial at River View Park to honor Council Member Russ Hicks
- The process of naming venues after people in Buellton

**MOTION:**

Motion by Council Member Dale, seconded by Council Member Andrisek directing staff to investigate monuments and locations at River View Park, honoring former Council Member Russ Hicks, including talking to family members as to their wishes and to bring back the information for Council consideration at a future meeting.

**VOTE:**

Motion passed by a roll call vote of 5-0.

**MOTION:**

Motion by Mayor Pro Tem King, seconded by Council Member Connolly, requesting staff to determine cost information on renaming River View Park in honor of former Council Member Russ Hicks.

**VOTE:**

Motion passed by a roll call vote of 4-1, with Council Member Dale voting no.

**CITY MANAGER'S REPORT**

City Manager Kunkel announced that he is sitting on an interview panel for the City of Solvang tomorrow and will be attending the League of California Cities Channel Counties Division meeting in the evening. Mr. Kunkel stated the draft Charter will be on the August 9 agenda. Mr. Kunkel announced that he and Council Member Andrisek will be attending the California Joint Powers Insurance Authority (CJPIA) Annual Board Meeting next week.

**ADJOURNMENT**

Mayor Sierra adjourned the regular meeting at 6:33 p.m. The next regular meeting of the City Council is scheduled for Thursday, July 26, 2012 at 6:00 p.m.

---

Holly Sierra  
Mayor

ATTEST:

---

Linda Reid  
City Clerk

BACK-UP/SUPPORT DATA IS AVAILABLE FOR COUNCIL REVIEW IN CITY HALL

The following is a list of claims to be ratified and approved for payment by the City Council at the  
**July 26, 2012** Council Meeting.

Listed below is a brief summary of the attached claims:

EXHIBIT A		<u>\$ 529,778.16</u>
EXHIBIT B		<u>\$ 81,316.33</u>
PAYROLL	7/15/12	<u>\$ 40,218.16</u>
<b>TOTAL AMOUNT OF CLAIMS:</b>		<u><u>\$ 651,312.65</u></u>

	<u>FY 2011-12</u>	<u>FY 2012-13</u>
The total amount of claims and demands paid by the City for the Fiscal Year through <b>July 18, 2012</b>	\$ 736,002.76	\$ 651,312.65

**AUTHORIZATION IS HEREBY GIVEN TO THE CITY TREASURER TO PAY ALL CLAIMS  
AS REVENUES BECOME AVAILABLE.**

Check-Run	Seq#	Date	Vendor Name	Checking	# Obls	Discount	Net amount	Status
26649-	524	1	7/10/2012	446 SB CO AUDITOR'S OFFICE	1	.00	277,395.50	Logged
26650-	525	1	7/12/2012	0 MARIA VELAZQUEZ	1	.00	37.03	Logged
26651-	525	2	7/12/2012	0 SANTA YNEZ VALLEY FARMS	1	.00	83.18	Logged
26652-	525	3	7/12/2012	0 JOSEPHINE PRECIADO	1	.00	22.19	Logged
26653-	525	4	7/12/2012	0 GLENN REINHART	1	.00	400.00	Logged
26654-	525	5	7/12/2012	0 SANDY HOPKINS	1	.00	25.00	Logged
26655-	525	6	7/12/2012	5 ABALONE COAST ANALYTICAL, INC.	1	.00	388.50	Logged
26656-	525	7	7/12/2012	28 ARAMARK UNIFORM SERVICES	1	.00	419.45	Logged
26657-	525	8	7/12/2012	32 ARROWHEAD	3	.00	81.10	Logged
26658-	525	9	7/12/2012	35 ASSOC TRANSPORTATION ENGINEERS	1	.00	550.00	Logged
26659-	525	10	7/12/2012	43 BARBARA KNECHT	1	.00	654.24	Logged
26660-	525	11	7/12/2012	47 BETSY ROSS FLAG GIRLS, INC.	1	.00	76.00	Logged
26661-	525	12	7/12/2012	65 BURKE, WILLIAMS & SORENSEN, LL	5	.00	24,290.20	Logged
26662-	525	13	7/12/2012	76 CAL-COAST IRRIGATION, INC.	1	.00	52.32	Logged
26663-	525	14	7/12/2012	90 CaTPERS LONG-TERM CARE PROGRAM	1	.00	84.25	Logged
26664-	525	15	7/12/2012	101 CITY OF SOLVANG	1	.00	17,540.00	Logged
26665-	525	16	7/12/2012	107 CITY OF LOMPOC	1	.00	1,666.66	Logged
26666-	525	17	7/12/2012	110 CVS PHARMACY	1	.00	34.60	Logged
26667-	525	18	7/12/2012	118 COASTAL COPY, LP	1	.00	78.66	Logged
26668-	525	19	7/12/2012	121 COC/BBA/VISITORS INFORMATION	1	.00	10,863.43	Logged
26669-	525	20	7/12/2012	122 COMCAST CABLE	1	.00	162.43	Logged
26670-	525	21	7/12/2012	142 DANIEL FITZGERALD dba	1	.00	1,200.00	Logged
26671-	525	22	7/12/2012	172 ECHO COMMUNICATIONS	1	.00	57.72	Logged
26672-	525	23	7/12/2012	187 FARM SUPPLY COMPANY	1	.00	107.74	Logged
26673-	525	24	7/12/2012	192 FILTRONICS INCORPORATED	1	.00	33,977.89	Logged
26674-	525	25	7/12/2012	230 HPC/EAGLE ENERGY	1	.00	1,453.27	Logged
26675-	525	26	7/12/2012	236 INTL INST OF MUNICIPAL CLERKS	1	.00	160.00	Logged
26676-	525	27	7/12/2012	237 IRON MOUNTAIN	1	.00	41.10	Logged
26677-	525	28	7/12/2012	248 JCI JONES CHEMICALS, INC.	2	.00	2,432.01	Logged
26678-	525	29	7/12/2012	256 JOHN KUNKEL	1	.00	1,681.29	Logged
26679-	525	30	7/12/2012	263 JOHN SANCHEZ	1	.00	25.00	Logged
26680-	525	31	7/12/2012	280 LEE CENTRAL COAST NEWSPAPERS	1	.00	523.00	Logged
26681-	525	32	7/12/2012	285 SANTA MARIA TIMES dba	2	.00	456.34	Logged
26682-	525	33	7/12/2012	310 MARBORG INDUSTRIES	1	.00	295.00	Logged
26683-	525	34	7/12/2012	326 MNS ENGINEERS, INC.	13	.00	60,285.00	Logged
26684-	525	35	7/12/2012	369 PERRY'S ELECTRIC MOTORS & CONT	1	.00	3,650.14	Logged
26685-	525	36	7/12/2012	372 PETTY CASH	1	.00	102.32	Logged
26686-	525	37	7/12/2012	379 POSTMASTER	1	.00	595.00	Logged
26687-	525	38	7/12/2012	382 PROCARE JANITORIAL SUPPLY, INC	1	.00	367.47	Logged
26688-	525	39	7/12/2012	387 PURCHASE ADVANTAGE CARD	1	.00	9.90	Logged
26689-	525	40	7/12/2012	398 RECINOS RICARDO dba	1	.00	1,018.31	Logged
26690-	525	41	7/12/2012	436 SB CO PUBLIC WORKS DEPARTMENT	1	.00	500.00	Logged
26691-	525	42	7/12/2012	438 SANTA YNEZ VALLEY HARDWARE	1	.00	415.08	Logged
26692-	525	43	7/12/2012	465 SP MAINTENANCE SERVICES, INC.	1	.00	2,821.00	Logged
26693-	525	44	7/12/2012	469 STAPLES CONTRACT & COMMERCIAL,	2	.00	431.35	Logged
26694-	525	45	7/12/2012	473 SPRINT SPECTRUM, L.P. dba	1	.00	55.27	Logged
26695-	525	46	7/12/2012	489 STEVE'S WHEEL & TIRE	1	.00	22.16	Logged
26696-	525	47	7/12/2012	496 SYV SENIOR CITIZENS FOUNDATION	1	.00	35,000.00	Logged
26697-	525	48	7/12/2012	507 THE GAS COMPANY	2	.00	195.60	Logged
26698-	525	49	7/12/2012	509 ALAN NEEDHAM dba	1	.00	84.54	Logged
26699-	525	50	7/12/2012	516 THOMAS E. FIGG, CONSULTING SVC	1	.00	75.00	Logged
26700-	525	51	7/12/2012	521 TODD PIPE & SUPPLY	1	.00	229.57	Logged
26701-	525	52	7/12/2012	535 UNDERGROUND SERVICE ALERT	1	.00	10.50	Logged

Check-Run	Seq#	Date	Vendor Name	Checking	# Obls	Discount	Net amount	Status
26702-	525	53	7/12/2012	555 VERIZON CALIFORNIA	1	.00	2,167.16	Logged
26703-	525	54	7/12/2012	587 KYLE ABELLO	1	.00	399.00	Logged
26704-	525	55	7/12/2012	626 CHANNEL COUNTIES DIVISION-LOCC	1	.00	245.00	Logged
26705-	525	56	7/12/2012	655 COAST NETWORK, INC.	1	.00	190.00	Logged
26706-	525	57	7/12/2012	668 ONE STOP AUTO PARTS	1	.00	25.83	Logged
26707-	525	58	7/12/2012	679 COURIER SYSTEMS	1	.00	200.73	Logged
26708-	525	59	7/12/2012	712 CALIF MUNICIPAL TREASURER'S AS	1	.00	155.00	Logged
26709-	525	60	7/12/2012	720 MICHAEL E. HEAD dba	1	.00	2,252.68	Logged
26710-	525	61	7/12/2012	739 HANLY GENERAL ENGINEERING CORP	1	.00	24,932.00	Logged
26711-	525	62	7/12/2012	742 CENTURY MANUFACTURING CORP.	1	.00	359.54	Logged
26712-	525	63	7/12/2012	744 GE CAPITAL INFO TECH SOLUTIONS	1	.00	498.89	Logged
26713-	525	64	7/12/2012	748 MEYERS,NAVE,RIBACK,SILVER & WI	1	.00	1,743.00	Logged
26714-	525	65	7/12/2012	751 MICHAEL P. DI MILO dba	1	.00	3,746.00	Logged
26715-	525	66	7/12/2012	752 DATAARC, LLC	1	.00	2,148.10	Logged
26716-	525	67	7/12/2012	753 JOHNSON EXCAVATION	1	.00	4,411.92	Logged
26717-	525	68	7/12/2012	754 CLASSIQUE DECOR LTD.	1	.00	3,120.00	Logged

\*\* Total check discount \*\* .00  
 \*\* Total check amount \*\* 529,778.16  
 \*\* Total void discount \*\* .00  
 \*\* Total void amount \*\* .00

Payments via Electronic Fund Transfer (EFT):

Dental/Vision Self Ins Dep	7/2/12	25,000.00
Health Premium	7/3/12	13,702.50
Deferred Compensation Plan	7/5/12	10,907.62
Use Tax	7/5/12	14.00
Aflac Sup Ins	7/5/12	559.12
Retirement Contribution	7/6/12	19,943.12
Payroll Taxes	7/18/12	11,189.97
		<hr/>
		\$ 81,316.33

**FISCAL YEAR 2011-12 REVENUE AND EXPENDITURE RECAP**

As of June 30, 2012 1st Close  
99.0%  
of the year elapsed

<u>GENERAL FUND</u>	<u>Budgeted</u>	<u>Year to Date</u>	<u>% of Budget YTD</u>
Total Revenues	\$3,948,016.00	\$4,434,261.44	112%
Total Expenditures	\$4,089,459.00	\$3,459,323.47	85%
<u>SPECIAL FUNDS</u>	<u>Budgeted</u>	<u>Year to Date</u>	<u>% of Budget YTD</u>
Total Revenues	\$584,349.00	\$1,175,050.24	201%
Total Expenditures	\$2,240,746.00	\$2,542,717.92	113%
<u>WATER/SEWER</u>	<u>Budgeted</u>	<u>Year to Date</u>	<u>% of Budget YTD</u>
Total Revenues	\$2,044,800.00	\$1,938,313.05	95%
Total Expenditures	\$2,605,396.00	\$2,036,032.62	78%
<u>SUCCESSOR AGENCY</u>	<u>Budgeted</u>	<u>Year to Date</u>	<u>% of Budget YTD</u>
Total Revenues	\$825,000.00	\$429,554.06	52%
Total Expenditures	\$1,499,936.00	\$493,087.59	33%

The Revenue Status Report and Expenditure Status Report are available for your review.

**The Cash Balances as of July 18, 2012 are as follows:**

	Balance as of:	<u>FY 2011-12</u>	<u>FY 2012-13</u>
<b>Checking</b>			
Rabobank	7/18/12	61,010.60	122,556.03
Montecito Bnk&Trust	7/18/12	162,529.12	34,716.28
<b>Total Checking</b>		<u>223,539.72</u>	<u>157,272.31</u>
<b>Savings/Investments</b>			
LAIF-savings	6/30/12	12,703,040.33	13,091,976.14
Rabobank-money mkt	6/30/12	201,951.75	202,967.72
Morgan Stanley-bonds	6/30/12	250,000.00	375,000.00
Great Pacific-treasuries	6/30/12	0.00	0.00
First Empire-bonds	6/30/12	3,986,386.65	3,232,010.19
<b>Total Savings/Investments</b>		<u>17,141,378.73</u>	<u>16,901,954.05</u>
% of cash invested		25.56%	22.33%
<b>Total Cash</b>		<u><u>17,364,918.45</u></u>	<u><u>17,059,226.36</u></u>

City of Buellton  
Actual Revenues and Expenditures and Cash Balance  
Through June 30, 2012 1st Close

001	General Fund	Revenues	Expenditures	Variance	Cash Bal at 6/30/12
401	City Council		113,773		
402	City Manager		163,226		
403	City Clerk		82,058		
404	City Attorney		154,432		
410	Non-Departmental		346,544		
411	Civic Complex		0		
420	Finance		156,234		
501	Public Safety-Police/Fire		1,349,966		
510	Leisure Services-Library		80,289		
550	Public Works-Street Lights		49,852		
557	Public Works-Engineering		177,274		
558	Public Works-General		405,038		
565	Planning		380,636		
	Sub total General Fund Depts	4,434,261	3,459,323	974,938	9,248,265 *
015	Storm Water	0	146,743	(146,743)	(148,568)
028	Parks	5,030	226,821	(221,791)	
	Recreation	150,961	455,749	(304,788)	(469,470)
072	Landscape Maintenance	123	85,653	(85,531)	10,550
	<b>Total General Fund</b>	<b>4,590,375</b>	<b>4,374,290</b>	<b>216,085</b>	<b>8,640,776</b>
	<b>Special Revenue Funds</b>	<b>Revenues</b>	<b>Expenditures</b>	<b>Variance</b>	<b>Cash Bal at 6/30/12</b>
005	<b>Wastewater</b>	<b>605,707</b>	<b>575,967</b>	<b>29,740</b>	<b>2,531,262</b>
020	<b>Water</b>	<b>1,332,606</b>	<b>1,460,065</b>	<b>(127,460)</b>	<b>2,148,778</b>
023	<b>Housing</b>	<b>604</b>	<b>0</b>	<b>604</b>	<b>281,648</b>
024	<b>Traffic Mitigation</b>	<b>5,237</b>	<b>0</b>	<b>5,237</b>	<b>23,118</b>
025	<b>Gas Tax</b>	<b>654,928</b>	<b>1,072,066</b>	<b>(417,138)</b>	<b>1,120,596</b>
026	<b>Measure D</b>	<b>177</b>	<b>133,109</b>	<b>(132,932)</b>	<b>0</b>
027	<b>Local Transportation Fund</b>	<b>4,437</b>	<b>76,575</b>	<b>(72,138)</b>	<b>116,698</b>
029	<b>Transportation Planning</b>	<b>0</b>	<b>41,655</b>	<b>(41,655)</b>	<b>(42,948)</b>
031	<b>Measure A</b>	<b>306,915</b>	<b>304,347</b>	<b>2,568</b>	<b>291,389</b>
	<b>Total Special Revenue Funds</b>	<b>2,910,612</b>	<b>3,663,784</b>	<b>(753,173)</b>	<b>6,470,542</b>
	<b>Total-All Funds</b>	<b>7,500,987</b>	<b>8,038,074</b>	<b>(537,087)</b>	<b>15,111,318</b>

\* Includes \$6,093,458.90 RDA loan payment at 6/30/11

**CITY OF BUELLTON**  
City Council Agenda Staff Report

City Manager Review: JHK  
Council Agenda Item No.: 3

To: The Honorable Mayor and City Council

From: Rose Hess, Public Works Director

Date: July 26, 2012

Subject: Memorandum of Understanding to Participate in the Integrated Regional Water Management Plan (IRWMP) in Santa Barbara County

---

**BACKGROUND**

In March 2010, the Council approved a Memorandum of Understanding (MOU) for the Cooperating Partners to participate in the IRWMP process and continue to pursue Proposition 84 implementation grant funding.

The Integrated Regional Water Management Plan (IRWMP) addresses regional, short and long term watershed based planning, reviewing both water quantity and water quality issues, flood control and climate change. The plan needs to be updated every 5 years or more frequently as necessary to incorporate the most current goals and objectives of the Department of Water Resources and the State Water Resources Control Board.

The IRWMP also includes a list of various local projects, which would address the various goals in the plan. All participating agencies are encouraged to submit their projects for inclusion on the list. This is a key component in order for the local agencies and the region to pursue grant funding.

The original IRWMP was completed in 2007, this will be the first update. The term of the MOU will be through December 31, 2017 (or when a new MOU is required to specifically cover ongoing coordination of the IRWMP process); the IRWMP is continually reviewed and updated reflecting the needs of the region.

**FISCAL IMPACT**

The total work program cost is estimated to be \$110,203 for FY 2012/13 and \$85,820 for FY 2013/14. The City of Buellton's share of cost is approximately \$409 and \$319, respectively.

**RECOMMENDATION**

That the City Council approve and authorize the City Manager to execute a Memorandum of Understanding to Participate in the Statewide Proposition 84 process and Integrated Regional Water Management Plan (IRWMP) in Santa Barbara County.

**ATTACHMENT**

Attachment 1 - Memorandum of Understanding

Memorandum of Understanding (MOU)  
Participation in the State-wide Proposition 84 Process  
and Related  
Integrated Regional Water Management (IRWM) Activities  
In Santa Barbara County

For the purposes of this MOU, Cooperating Partners, Project Proponents, Stakeholders and other parties are defined in **Section 6, Roles and Responsibilities** of this MOU.

This Memorandum of Understanding (MOU) is entered into by and between local government agencies, special districts, and non-governmental organizations (NGOs), organizations qualified under 501 (c) (3), 501 (c) (4) or 501 (c) (5) as defined by the Internal Revenue Code ) within Santa Barbara County, as listed in Appendix A, and hereinafter referred to as “Cooperating Partners” and “Project Proponents” . Parties not conforming to any of the definitions above may be admitted to the process as Cooperating Partners with the approval of a majority of the existing Cooperating Partners at the petitioner’s request .

## 1. Purpose of this MOU

Under this MOU, the Cooperating Partners and Project Proponents commit to participate in, and make a financial and/or service oriented contribution toward, the ongoing process established pursuant to The Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Act (Public Resources Code Section 75001-75009) also known as Proposition 84 as well as future planning and funding opportunities consistent with the Integrated Regional Water Management (IRWM) Act (California Water Code Section 10530 et seq). In addition, this MOU sets forth the mutual responsibilities of the Cooperating Partners and Project Proponents in the update of the existing comprehensive IRWM Plan (IRWMP). This MOU supersedes, terminates, and replaces the March, 2010 MOU pertaining to Proposition 84.

## 2. Background

Proposition 84 provides funding for a range of water related plans and projects. California’s Prop 84 grant program builds on a previous program (Proposition 50) managed jointly by the Department of Water Resources (DWR) and the State Water Resources Control Board (SWRCB) to promote integrated assessment and planning for both water quantity and water quality issues, especially on a hydrologic or watershed basis. DWR manages Proposition 84 which, in addition, provides for flood control and climate change response projects. Future planning and implementation funding opportunities pursuant to Proposition 84 and the IRWM Planning Act are also anticipated.

Santa Barbara County-wide interests successfully prepared an IRWMP pursuant to Proposition 50 guidelines and successfully sought grant funding to implement key projects included in that plan. The County-wide IRWMP previously developed requires modification to conform to Proposition 84 guidelines and to include modified project descriptions. The Region has successfully applied for and been awarded Proposition 84 monies for updating the existing IRWMP. In addition, the Cooperating Partners conducted a formal project selection process that resulted in the successful application and funding of seven water related projects in accordance with the Proposition 84 Implementation grant.

Proposition 84 stipulates that \$52,000,000 must be awarded to the Central Coast Region (including Santa Barbara County). DWR has conducted a Region Application Process (RAP) by which interests within DWR's Central Coast Region applied for acceptance of IRWM regional boundaries. Remaining consistent with Proposition 50 efforts, Santa Barbara County Cooperating Partners applied for, and were accepted as, a region defined by Santa Barbara County boundaries. During this process, emphasis was placed on coordination between IRWM regions in areas of shared watersheds.

Other funding sources included in IRWM legislation include Proposition 1-E (for flood safety) and other sections of Proposition 84 which offer up to an additional \$800,000,000 statewide and rely on IRWM Plans as a basis for allocation of funding.

### 3. Principles

Recognizing the importance of a comprehensive IRWMP, and consistent with the MOU of July 2006, the Cooperating Partners endorse the following *Principles* for integrated regional water management planning.

- 3.1 Be consistent with the State's standards for IRWMPs, as specified in Division 43 of the Public Resources Code and related guidelines, and meet or exceed the expected scoring criteria used by the State in its IRWMP approval process.
- 3.2 Establish a process for on-going decision-making among cooperating partners, with inclusive and participatory public involvement to ensure meaningful input.
- 3.3 Share the costs of IRWM planning, analysis, coordination, and product development through both monetary contributions and staff time/in-kind services. NGO's, as specified herein, meeting certain time commitment requests, will be exempted from the monetary contributions afforded all other members of the Cooperating Partners. .
- 3.4 Adopt a regional approach which coordinates water planning across jurisdictional boundaries in Santa Barbara County, sets priorities on an IRWM regional basis, and considers issues common to regionally shared watersheds.
- 3.5 Adopt an integrated approach to address the complex inter-relationships across strategies for: water supply, demand management, water quality, source water protection, drought management, flood control, and other water management issues as well as sensitivity to water provision and resources in the context of global climate change.
- 3.6 Consider the State's "program preferences" (as specified in the California Water Code and implementing legislation) as well as "Statewide priorities" (as specified in the IRWM Guidelines) during the IRWM planning process.
- 3.7 Incorporate an appropriate level of scientific watershed assessment information.
- 3.8 Modify the plan to continue as an informational "roadmap" toward meeting objectives, but not as a regulatory or enforceable mandate.
- 3.9 Recognize the need for a long-term perspective, which includes monitoring of project and plan implementation.
- 3.10 Provide for adaptive management for future revisions to the Plan.
- 3.11 Provide for coordination with other IRWM Planning efforts in the Central Coast Hydrologic Region.

- 3.12 Provide an inclusive process which seeks involvement from, and opportunities to collaborate with, a wide range of interests including the general public, agriculture, environmental groups, watershed groups, wetlands groups, academic institutions, adjacent region representatives, and NGOs.

#### 4. Scope of an IRWM Plan

The Cooperating Partners understand and accept that a final IRWMP must consider a range of water management strategies to meet the plan's objectives. These strategies must cover certain State-specified categories and may include other categories. Consistent with the State's expected IRWM guidelines, the Plan must consider strategies that:

- 4.1 Reduce Water Demand
- 4.2 Improve Operational Efficiency & Transfers
- 4.3 Increase Water Supply
- 4.4 Improve Flood Management
- 4.5 Improve Water Quality
- 4.6 Practice Resource Stewardship
- 4.65 Address Climate Change

As part of its development, the Plan should consider, but not be limited to, the following strategy elements:

- 4.7 Water supply reliability
- 4.8 Storm water capture and management
- 4.9 Groundwater management
- 4.10 Water recycling
- 4.11 Water conservation
- 4.12 Flood management
- 4.13 Water quality protection and improvement
- 4.14 Ecosystem restoration
- 4.15 Environmental and habitat protection and improvement
- 4.16 Wetlands enhancement and creation
- 4.17 Recreation and public access
- 4.18 Conjunctive use
- 4.19 Surface storage
- 4.20 Non-point source pollution control
- 4.21 Low impact development
- 4.22 Water and wastewater treatment
- 4.23 Watershed planning
- 4.24 Desalination
- 4.25 Imported water and water transfers
- 4.26 Land use planning

## 5. Website

An informational IRWM website is available at [www.countyofsb.org/pwd/pwwater.aspx?id=16852](http://www.countyofsb.org/pwd/pwwater.aspx?id=16852) and will be updated from time to time as appropriate to reflect emerging IRWM activities and funding opportunities.

## 6. Roles and Responsibilities

In order to maintain an effective IRWMP, the Cooperating Partners and Project Proponents agree to continue the ongoing planning effort initiated formally in 2006, which resulted in an IRWM Plan and successful application in 2008 to DWR/SWRCB for Prop 50 funding as well as successful application for Prop 84 planning and implementation funding in 2011. For the current IRWMP and Prop 84 effort and future IRWM funding programs, the Santa Barbara County Water Agency (Agency) may act as the single eligible contracting entity. In the event that the role of single eligible contracting entity is assumed by another entity for some phase of the IRWM process as allowed for by DWR, the provisions of this MOU will not apply to that phase.

The Agency may engage a consultant to serve as Project Manager for IRWMP development, including data collection, analysis, coordinating stakeholder and public involvement, and overall coordination of plan and grant application preparation. Prior to hiring the consultant, the Agency will obtain advance concurrence of a majority of the Cooperating Partners as to the consultant qualifications and terms of contract

Activities conducted in accordance with the IRWM Act including Prop 84 planning and implementation and future IRWM funding opportunities may include the Project Manager, Cooperating Partners, Project Proponents, Steering Committee, various specially formed sub-committees, and Stakeholders. Each will be responsible for, and participate in the IRWMP, Prop 84, and future IRWM application processes as follows:

### **6.1 Project Manager**

The Agency shall generally act as or engage a Project Manager to provide overall coordination of the IRWMP/Prop 84 efforts. The project manager shall prepare agendas and chair the Cooperating Partners and Steering Committee meetings. In addition, the Project Manager shall implement a public participation process that shall include regular workshops for stakeholders and other interested parties as well as establishing and maintaining a website pertaining to IRWM activities that is accessible to the Cooperating Partners and the public. The project manager shall be responsible for the monitoring of Props 84 and 1E and emerging IRWM legislation and informing the Cooperating Partners regarding developments.

The Project Manager shall participate in the interagency process involving DWR and/or Central Coast interests relating to IRWM. This participation will include review and comment on draft guidelines for IRWM funding guidelines and plan requirements, attendance at DWR workshops and meetings on IRWM activities and meetings with other Central Coast Region IRWM planning areas. The Project Manager will keep the Cooperating Partners apprised of relevant issues and developments.

Project Manager will manage the project budget and consultants to ensure efficient use of available funds. Each year, by March 31 when possible, the Project Manager shall update the IRWM budget and distribute to Cooperating Partners. Periodic expenditure reports will be issued as available.

## **6.2 Cooperating Partners**

The Cooperating Partners shall consist of those local government agencies, including Disadvantaged Communities (“DAC”s), special districts, and non-governmental organizations (NGOs) within the Santa Barbara County IRWM Region, listed in Appendix A. Cooperating partners’ meetings are open to the public. A forum for public comment will be provided at each Cooperating Partners meeting. Decisions by the Cooperating Partners will be based on consensus whenever possible, or by a vote of a simple majority of all members participating in a meeting, each entity that is signatory to this MOU having one vote. Cooperating Partners shall participate in regular meetings and take part in decisions pertaining to the IRWM planning process, project finances, consultant selection, revision of the IRWMP, and planning grant proposals. To help minimize billable costs and to meet in-kind time commitments, Cooperating Partners shall also assume roles of regional representation at such functions as workshops, State meetings, and informational meetings, and to brief the Cooperating Partners on relevant information.

### **Project Proponents**

Project Proponents shall consist of a subgroup of Cooperating Partners and can also include partner agencies that are not part of the formal Cooperating Partners who have projects selected for inclusion in an IRWM Implementation Application or being funded in accordance with an IRWM Implementation grant. Project Proponents have all of the rights and responsibilities of cooperating partners and are additionally responsible to pay for and conduct all activities necessary for the construction and funding of their project in accordance with Section 7 of this MOU. Project proponents are also required to execute a Subgrant Agreement (the form set forth in Appendix B) prior to grant acceptance.

### **6.3 Subcommittees**

A Steering Committee may be formed or dissolved at the discretion of the Cooperating Partners as activities dictate. The Steering Committee shall consist of selected Cooperating Partners, and shall meet periodically to evaluate input from the subcommittees and formulate recommendations for the Cooperating Partners consideration as appropriate to verify direction or resolve disputes. Ad-hoc subcommittees may also be formed to perform specific functions, conduct research, or make recommendations to the Steering Committee and Cooperating Partners. Subcommittees shall consist of a subset of the Cooperating Partners and Stakeholders . Any Cooperating Partner or Stakeholder may join a Subcommittee by volunteering to do so. Such subcommittees shall provide an open forum for the proposal and vetting of ideas. Subcommittee members may be expected to exercise a high degree of leadership, which may include leading workshops or developing documents. Subcommittees may recommend or propose actions to the Steering Committee and Cooperating Partners, the meetings of which will be the forum to obtain general consensus. Decisions within Subcommittees will be based on consensus whenever possible, or by a vote of a simple majority of all members participating in a meeting. Final decisions on all funding and project selection issues will be decided by majority vote of the Cooperative Partners.

Membership standing within the Steering Committee and all Subcommittees is at the sole discretion of a simple majority of the Cooperating Partners.

### **6.4 Stakeholders**

Stakeholders shall be defined as all interested parties that are not participating in the process as Cooperating Partners. Stakeholders may fall into the following categories as defined in IRWM legislation: (1) Wholesale and retail water purveyors, including a local agency, mutual water company, or a water corporation as defined in Section 241 of the Public Utilities Code; (2) wastewater agencies; (3) flood control agencies; (4) municipal and county governments and special districts; (5) electrical corporations, as defined in Section 218 of the Public Utilities Code; (6) Native American tribes that have lands within the region; (7) self-supplied water users, including agricultural, industrial, residential, park districts, school districts, colleges and universities, and others; (8) environmental stewardship organizations, including watershed groups, fishing groups, land conservancies, and environmental groups; (9) community organizations, including landowner organizations, taxpayer groups, and recreational interests; (10) industry organizations representing agriculture, developers, and other industries appropriate to the region; (11) State, federal, and regional agencies or universities, with specific responsibilities or knowledge within the region; (12) Disadvantaged Community members and representatives,

including environmental justice organizations, neighborhood councils, and social justice organizations; (13) any other interested groups appropriate to the region.

Stakeholder involvement will be actively solicited through web-sites, media noticing, personal contact, and the posting of notices. Solicitation of Stakeholders shall be among the responsibilities of Cooperating Partners and Steering Committee members.

## 7. Financial Considerations

Each of the Cooperating Partners, respectively except for NGOs that qualify for an exemption from monetary participation, agree to in-kind time and materials commitments, and shall be solely responsible for costs for staff time devoted to the revision of an IRWMP and potentially for making application for grant funding. In addition, there will be extramural costs for hiring some or all of the following: a Project Manager and/or consultants with duties for coordination, analysis, outreach, IRWM plan revision, and grant applications as outlined in the "Roles and Responsibilities" section of this MOU. There will also be extramural costs for administrative services including those conducted by the Santa Barbara County and Water Agency staff including accounting services, web services, project oversight, and legal services, as necessary. The Cooperating Partners agree that the County will contribute 50% of extramural costs (that is, 50% of all costs not covered by the grants) for generalized tasks such as IRWM plan development, project selection, and preparation of Planning grant applications. The Cooperating Partners further agree that only those Partners with projects selected for application of implementation grant funding (Project Proponents) will bear the costs of Implementation grant application, including consultant services and extramural costs. Project proponents shall also pay 100% of the cost of invoicing and administration of their projects once funding has been secured. The County Water Agency shall not be responsible for any costs incurred during the implementation phase.

The Cooperating Partners agree to generally allocate costs by approximate service area population. Where two or more Cooperating Partners serve the same general population, they may agree to share the costs between themselves in any manner to which they mutually agree. The Cooperating Partners agree to actively encourage participation by all public agencies with a direct or indirect interest in water resources.

### 7.1 Non-Governmental Organizations

It is recognized that some organizations that wish to participate in the IRWM process as Cooperating Partners and/or Steering Committee members may not have the means by which to make a financial contribution. In lieu of a financial contribution, and at the discretion of the Cooperating Partners, these organizations may make an "in kind" contribution consisting of the commitment of time and labor in support of the IRWM process. Pursuant to language in the PUC Section 75005(k), commonly known as Proposition 84, Chapter 2 Integrated Regional Water Management, Nonprofit Organizations are defined as "any nonprofit corporation qualified to do business in California, and qualified under Section 501 (c)(3), 501 (c) (4) or 501 (c) (5) of the Internal Revenue

Code." The option of "in-kind" service in lieu of a financial contribution will extend only to those meeting this definition.

Examples of "In-kind" contributions include but are not limited to:

- 7.1.1 Attendance at and participation in Cooperating Partners and Steering Committee meetings.
- 7.1.2 Organization and/or conducting of informational, workshops and meetings.
- 7.1.3 Production and/or distribution of written materials necessary to conduct business relevant to the IRWM process.
- 7.1.4 Solicitation of involvement by Stakeholders.
- 7.1.5 Review of, and comment on, documents produced as part of the IRWM process.

7.2. For Financial Management:

- 7.2.1 The County Water Agency has established an IRWM account for handling the monetary contributions from those Cooperating Partners and Project Proponents responsible for making a financial contribution (Financially Responsible Cooperating Partners/Proponents). Each Financially Responsible Cooperating Partner/Proponent shall be responsible for payment or reimbursement of actual costs pursuant to section 7 above. These funds will be deposited into this IRWM account. Subject to appropriation by its Board of Directors, the County Water Agency will contribute **50 %** of the cost for hiring consultants for IRWMP preparation and planning grant application which may include, but is not limited to, project selection, project management, and administrative support. The Water Agency will also contribute **50%** of the cost of its staff time for project management and administration for general IRWMP coordination and planning grant application. The Cooperating Partners shall reimburse the County Water Agency for the remaining **50%** of all of the costs above.
- 7.2.2 Financially Responsible Cooperating Partners/Project Proponents shall pay their respective contributions to the County Water Agency not later than 60 days from the date of invoice. Payment will be sent to: Santa Barbara County Water Agency, 123 E. Anapamu St., Santa Barbara, CA 93101.
- 7.2.3. Each year the Water Agency will provide an accounting of the IRWM fund. If funds received are in excess of the cost of actual plan coordination and preparation services, then the County Water Agency will carry forward the balance for use in the next year's IRWM activities. If Water Agency expenditures exceed those existing in the IRWM account, the Cooperating Partners agree to reimburse the Water Agency in accordance with the terms of this MOU. If the IRWM process is completed or

terminated, the Water Agency will refund monies to Cooperating Partners on a pro-rated basis according to each partner's contribution.

- 7.2.4. If the estimated costs of coordination and plan preparation exceed the funds available to the County Water Agency under this MOU, the County Water Agency may ask all Cooperating Partners to provide supplemental funds. If individual Partners refuse or fail to provide the supplemental funds, the shortfall will be spread over the remaining partners on a voluntary basis. If such shortfalls are not made up, then all planning efforts and obligations shall automatically terminate. The planning effort may also be terminated with the concurrence of a majority of the Cooperating Partners.

## 8. Termination of Participation

Any signatory to the MOU may terminate its participation in this MOU after 30 days written notification to all other signatories. Any entity terminating participation will not be eligible to rejoin the Cooperating Partners/Project Proponents until the next IRWMP funding cycle. Remaining partners agree under this provision to redistribute any extra expenses amongst the remaining participants pursuant to the existing formula. Any previously terminated entity that is re-joining at the time of a new funding cycle may be obligated to pay its share of any expenses for which it otherwise would have been obligated absent such termination, as determined by the Cooperating Partners/Project Proponents.

The County Water Agency, through its Board of Directors, may terminate participation, including all associated duties and responsibilities, by giving 60 days notice to the Cooperating Parties.

## 9. Addition of Parties

Eligible entities may join the IRWM Cooperating Partners/Project Proponents by submitting a written request to the Cooperating Partners and receiving their approval. Entities joining the Cooperating Partners/Project Proponents will be subject to all of the provisions of, and be required to make a financial or in-kind contribution in accordance with, this MOU. Each paying participant's financial obligation will be reduced proportionally with the addition of funds from any joining entity and applied as a credit to the existing participant's account.

## 10. Indemnify, Defend, and Hold Harmless

Tort Liability. Government Code Section 895.2 imposes certain tort liability jointly upon public agencies solely by reason of such public agencies being parties to an agreement as defined in Government Code Section 895. Therefore, the Parties hereto, as between themselves, pursuant to the authorization contained in Government Code Sections 895.4 and 895.6, each assumes the full liability imposed upon it or any of its officers, agents, representatives or employees by law for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Government Code Section 895.2. To achieve this purpose, each Party agrees to indemnify, defend, and hold harmless the other Party for any loss, cost, or expense, including reasonable attorneys' fees that may be imposed upon or incurred by such other Party solely by virtue of Government Code Section 895.2.

11. Term of this MOU:

The provisions of this MOU will terminate: (i) on December 31, 2017; or (ii) when Cooperating Partners sign a new MOU that specifically covers ongoing coordination of the IRWMP process, whichever occurs first.

12. Counterparts:

This MOU may be executed in counterparts. Each counterpart shall have the same effect as an original.

13. Notices

All notices or other official correspondence relating to MOU matters between the Cooperating Partners shall be addressed to:

Matt Naftaly, Manager  
Santa Barbara County Water Agency  
123 E. Anapamu St.  
Santa Barbara, CA 93101

14. Updating of Appendices

To keep the status of projects, partners and schedules current, the appendices attached to this MOU may be updated from time to time by authorization of a majority of the Cooperating Partners during the term of this MOU. No modifications to the appendices shall be made which conflict with or exceed any terms or limitations of State IRWMP Agreements or Water Agency Board of Directors authorizations.

In witness whereof, the Cooperating Partners hereto have executed this MOU effective at the time that a majority of the parties listed in Appendix A have approved and executed this MOU.

SANTA BARBARA COUNTY WATER AGENCY  
SCOTT D. McGOLPIN  
PUBLIC WORKS DIRECTOR  
BY: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED AS TO FORM:  
DENNIS MARSHALL  
COUNTY COUNSEL

BY: \_\_\_\_\_  
Deputy

APPROVED AS TO INSURANCE:  
RAY ARMATORIO, ARM, AIC  
RISK PROGRAM ADMINISTRATOR

BY: \_\_\_\_\_

APPROVE AS TO ACCOUNTING:  
ROBERT W. GEIS, CPA  
AUDITOR-CONTROLLER

BY: \_\_\_\_\_  
Deputy

SIGNATURE OF COOPERATING PARTNER

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

AGENCY/ORGANIZATION: \_\_\_\_\_

DATE: \_\_\_\_\_

## **Appendix A: List of Cooperating Partners**

*The list below is of potential Cooperating Partners. A final list will be prepared based on the actual signatories to the MOU.*

### **Cities and County Entities**

City of Buellton  
City of Carpinteria  
City of Guadalupe  
City of Goleta  
City of Lompoc  
City Santa Barbara  
City of Santa Maria – Utilities Division  
City of Santa Maria – Parks Division  
City of Solvang  
County of Santa Barbara – Agricultural Commissioner’s Office  
County of Santa Barbara - Parks Department

### **JPAs**

Cachuma Operation and Maintenance Board (COMB)  
Central Coast Water Authority (CCWA)

### **NGOs**

Heal the Ocean

### **Community Services Districts**

Casmalia Community Services District (Cuyama CSD)  
Cuyama Community Services District (Casmalia CSD)  
Vandenberg Village Community Services District (VVCS)

### **Court Mandated Administrative Authorities**

Twitchell Management Authority (TMA)

### **Sanitary District**

Carpinteria Sanitary District (CSD)  
Goleta Sanitary District (GSD)  
Goleta West Sanitary District (GWSD)  
Laguna Sanitation District

### **Special Districts (Independent & Dependent)**

Cachuma Resource Conservation District (RCD) (Independent)  
Santa Barbara County Water Agency (SBCWA) (Dependent)

Santa Barbara County Flood Control District (SBCWA) (Dependent)

**Water Districts**

Carpinteria Valley Water District (CVWD)

Goleta Water District (GWD)

Santa Maria Valley Water Conservation District (SMVWCD)

Santa Ynez River Water Conservation District (SYRWCD)

Santa Ynez River Water Conservation District, ID #1 (SYRWCD ID#1)

**Appendix B: Sample Project Proponent Subgrant Agreement**

This agreement must be executed by all project sponsors (Project Proponents) at the time of project grant acceptance. It must be executed by an individual from the sponsoring agency empowered to agree to the terms of this section and execute on behalf of the sponsoring agency.

**INTEGRATED REGIONAL WATER MANAGEMENT  
SUBGRANT AGREEMENT**

**Between the Santa Barbara County Water Agency and  
(Name of Subgrantee)**

This Integrated Regional Water Management Subgrant Agreement (“AGREEMENT”) is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, between the Santa Barbara County Water Agency (“AGENCY”) and \_\_\_\_\_ (“SUBGRANTEE”) (collectively “THE PARTIES”), regarding the approved grant funded project component known as the \_\_\_\_\_ Project.

**RECITALS**

1. The County of Santa Barbara and 28 other public agencies have approved an Integrated Regional Water Management Plan (“IRWMP”) for the Santa Barbara County area and submitted a grant application to the State Water Resources Control Board or the

State Department of Water Resources (collectively "STATE") for a Project Implementation Grant for certain water enhancement projects throughout Santa Barbara County, as specified in the IRWMP, to be carried out by various public agencies in Santa Barbara County with authority and responsibility for water facilities and programs;

2. STATE has approved the grant application of THE PARTIES pursuant to ("Name of Funding Instrument" , Prop 50, Prop 84, etc), but requires that the grant agreement be entered into with a single eligible grant recipient, that is Santa Barbara County Water Agency;

3. AGENCY is an eligible grant recipient, and is willing to serve as the single grantee under the grant agreement with STATE and to enter into subgrant agreements with the other public agencies for state-approved project components in the IRWMP and grant application and to act with the assistance of a contractor, as the administrator of the grant;

4. SUBGRANTEE has requested that AGENCY perform the function of grantee under the grant;

5. SUBGRANTEE wishes to carry out the approved grant project component known as the \_\_\_\_\_ Project ("THE PROJECT COMPONENT") and consents to implement THE PROJECT COMPONENT through this AGREEMENT with AGENCY.

6. SUBGRANTEE is willing and committed to meet all STATE requirements under the grant agreement for THE PROJECT COMPONENTS, including providing matching funds or in-kind match activities, and will provide all funding for administrative costs as may be incurred by AGENCY or its contractors.

### **AGREEMENT**

**IT IS MUTUALLY AGREED BY THE PARTIES THAT:**

1. AGENCY shall act as grantee under the Integrated Regional Water Management Grant Program and shall, as an eligible grant recipient, enter into the grant agreement with STATE to implement the approved project components in the IRWMP and to administer the grant requirements. AGENCY may contract with third parties for the administrative services called for in the grant agreement.

2. AGENCY shall pay grant funds to SUBGRANTEE for work on THE PROJECT COMPONENT for activities completed in accordance with the terms of the grant agreement, upon receipt of grant funds for that work from STATE.

3. AGENCY shall timely submit to STATE all invoices, reports, and assurances received from SUBGRANTEE prepared to meet the accounting, reporting and other requirements in the grant agreement for THE PROJECT COMPONENT.

4. AGENCY, assisted by the administration consultant, shall maintain files and accounts for THE PROJECT COMPONENT in accordance with grant agreement.

5. a) SUBGRANTEE shall carry out, build and/or perform THE PROJECT COMPONENT in accordance with all requirements for THE PROJECT COMPONENT set forth in the grant agreement, attached hereto as Exhibit 1 and incorporated herein by this reference. SUBGRANTEE shall fulfill all assurances, declarations, representations and commitments made by SUBGRANTEE in support of SUBGRANTEE's request for grant funds. SUBGRANTEE agrees to all requirements and limitations of the grant agreement for THE PROJECT COMPONENT.

b) SUBGRANTEE shall immediately provide notice to AGENCY in the event SUBGRANTEE wishes to substantially alter the schedule, materials, methods or deliverables related to THE PROJECT COMPONENT as set forth in the grant

agreement. AGENCY shall timely forward SUBGRANTEE's request for alteration to STATE for its consideration.

c) As AGENCY is acting as grantee under the grant agreement, SUBGRANTEE's questions and other communications related to the grant agreement or performance of work under the grant agreement shall be directed to the AGENCY's representatives for resolution with STATE, which AGENCY agrees to promptly seek resolution of. Agency shall promptly relay Sub Grantee's questions and communications to STATE.

6. a) SUBGRANTEE shall pay or cause to be paid and provide all required grant matching funds or in-kind matching services for THE PROJECT COMPONENT, and shall provide all necessary environmental review and obtain all required permits for THE PROJECT COMPONENT.

b) AGENCY and SUBGRANTEE agree that the initial budget for THE PROJECT COMPONENT IS:

<b>"FUNDING SOURCE"</b>	<b>Match</b>	<b>Total</b>
\$ _____	\$ _____	\$ _____

This budget may be adjusted in accordance with the grant agreement.

7. To the extent permitted by law, SUBGRANTEE shall fully indemnify, defend, and hold the AGENCY, its officers, employees and agents, free and harmless from any and all claims, costs, damages, investigations, arbitrations, lawsuits, and expenses, including attorney fees, judgments, awards or liabilities arising out of this AGREEMENT or SUBGRANTEE's work on THE PROJECT COMPONENT.

8. There shall be paid by SUBGRANTEE to AGENCY to fund AGENCY's

ongoing administrative services as grant administrator an amount as established in the MOU between AGENCY and SUBGRANTEE, AGENCY may utilize these monies to engage a contractor to assist in the performance of administrative services. Payments shall be made in installments. The first year's payment shall be made within 60 days of entering into this AGREEMENT. Thereafter, SUBGRANTEE shall on or before December 1 of each fiscal year that it is carrying out THE PROJECT COMPONENT, make payments to AGENCY as set forth in the signed MOU or on such other schedule acceptable to AGENCY to fund AGENCY's services for grant administration. SUBGRANTEE shall pay AGENCY additional amounts as billed by the AGENCY at applicable hourly rates for any additional costs of administrative services caused by delays of the SUBGRANTEE.

9. In Accordance with the "GRANTEE REPRESENTATIONS" provision of the grant agreement between STATE and AGENCY, THE PARTIES agree that SUBGRANTEE shall comply with all applicable laws, policies and regulations in carrying out this AGREEMENT and THE PROJECT COMPONENT.

10. AGENCY shall use all funds it receives for THE PROJECT COMPONENT from STATE under the grant agreement solely and exclusively for the purposes set out in this AGREEMENT for THE PROJECT COMPONENT; provided, however, that AGENCY shall not be responsible for any funds paid out as a result of fraud, forgery or misrepresentation.

11. AGENCY shall have no responsibility for maintenance of or insurance for THE PROJECT COMPONENT.

12. AGENCY is not acting as a surety. This AGREEMENT is not a performance, payment, completion or labor and materials bond. AGENCY does not

guarantee or warrant that construction of THE PROJECT COMPONENT will proceed, be completed, or that the grant funds for THE PROJECT COMPONENT will be sufficient to meet incurred expenses. AGENCY does not guarantee or warrant the plans and specifications for THE PROJECT COMPONENT. AGENCY does not guarantee or warrant any estimated construction costs or budget set forth in either the grant application or grant agreement. AGENCY shall have no responsibility for any aspect of bidding and selection of contractors and subcontractors to perform any aspect of the work of THE PROJECT COMPONENT under this AGREEMENT. Instead, AGENCY is only acting as a conduit: 1) for transfer of grant funds to SUBGRANTEE for THE PROJECT COMPONENT in furtherance of the grant agreement and 2) for the transmission of invoices, reports, financial information and state disclosure assurances and other information required by the grant agreement to be transmitted from the SUBGRANTEE to STATE.

13. a) AGENCY does not guarantee or warrant that it will pay any invoice submitted by SUBGRANTEE until funds for approved invoices have actually been transmitted by STATE to AGENCY. AGENCY assumes no liability to any entity, including but not limited to, SUBGRANTEE, and any contractors and subcontractors on THE PROJECT COMPONENT for any delays by STATE in approval or transmittal of grant funds to the AGENCY.

b) SUBGRANTEE agrees that it shall return any audit disallowance related to THE PROJECT COMPONENT, as provided in the grant agreement to the AGENCY for transmission to STATE.

14. THE PARTIES agree that if SUBGRANTEE abandons carrying out THE PROJECT COMPONENT or fails to cure any breach of this AGREEMENT within 30

days of receipt of Notice of Breach from AGENCY, then AGENCY may, in its sole discretion serve written notice to SUBGRANTEE that AGENCY intends to terminate this AGREEMENT due to SUBGRANTEE's breach in 30 days and, if the breach is not timely and reasonably cured, terminate this AGREEMENT.

15. It is agreed by THE PARTIES that if any applicable federal or state budget act of the current year and/or any subsequent years does not appropriate sufficient funds for the grant, then this AGREEMENT shall be suspended until such time as funding is appropriated. Agreement shall terminate if the grant agreement is canceled by STATE. In this event, except for those funds already received from STATE and approved for payment for work on THE PROJECT COMPONENT, AGENCY shall have no liability to transmit any funds for work on THE PROJECT COMPONENT to SUBGRANTEE. SUBGRANTEE agrees to indemnify and defend and hold AGENCY harmless from any claims asserted against AGENCY by any entity in the event that the applicable federal or state budget act does not appropriate sufficient fund for THE PROJECT COMPONENT.

16. AGENCY shall not be responsible for securing insurance protection against loss or damage to THE PROJECT COMPONENT or any pre-purchased materials for said PROJECT COMPONENT, including but not limited to losses due to the following: fire, earthquake, vandalism and theft. Neither is AGENCY liable for any loss or damage resulting from the failure to secure any such insurance. As a minimum, SUBGRANTEE shall provide all insurance coverages as required for THE PROJECT COMPONENT in the grant agreement.

17. Upon completion of construction or performance of THE PROJECT COMPONENT or termination of this AGREEMENT, AGENCY shall: 1) disburse to

SUBGRANTEE any remaining sums of money in the account approved by STATE for payment to SUBGRANTEE, which have not already been disbursed by AGENCY to SUBGRANTEE, and 2) distribute pro rata refunds to SUBGRANTEE of unexpended administrative cost contributions.

18. SUBGRANTEE shall proceed with all reasonable diligence in: (i) the commencement and completion of THE PROJECT COMPONENT; (ii) submission of written reports, financial information, insurance, bonds, and assurances required by the grant agreement for THE PROJECT COMPONENT; and (iii) submittal of requests for payment fully compliant with the grant agreement, and accompanied by written verification certified under penalty of perjury that the request for payment is truthful and accurate and the described costs have all been incurred solely for THE PROJECT COMPONENT.

19. AGENCY shall not be obligated to recognize any assignment of this AGREEMENT by SUBGRANTEE to any third party, except as agreed to in writing by the AGENCY and SUBGRANTEE.

20. Should any provision of this AGREEMENT be found invalid, such invalidity shall not, in any way, affect the remaining provisions of this AGREEMENT.

21. This AGREEMENT is only for the benefit of THE PARTIES and not for the benefit of any third party, other than STATE.

22. The signature of SUBGRANTEE's General Manager or Project Manager on the requests for payment to AGENCY submitted by SUBGRANTEE shall conclusively and finally establish the right of AGENCY to draw checks as so requested, subject to AGENCY's performance of its responsibilities as grantee pursuant to the grant agreement, and subject to STATE's transmittal of grant monies to AGENCY for THE

PROJECT COMPONENT. Changes to authorized signatures shall be accomplished by written notice from SUBGRANTEE to AGENCY.

23. Nothing in this AGREEMENT shall create any contractual relationship between any contractor, subcontractor, or consultants of SUBGRANTEE and AGENCY. SUBGRANTEE agrees to be fully responsible to AGENCY for the acts and omissions of its contractors, subcontractors, consultants and persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by SUBGRANTEE. SUBGRANTEE's obligation to pay its contractors, subcontractors, and consultants is independent of the obligation of STATE to transmit monies to AGENCY. AGENCY has no obligation to transmit monies to any contractor, subcontractor, or consultant of SUBGRANTEE.

24. SUBGRANTEE agrees that, at SUBGRANTEE's sole expense, SUBGRANTEE shall ensure that the AGENCY, including its board, officers, consultants, employees, agents and volunteers, shall be named as additional insured, and insured in the same amount as SUBGRANTEE, on all insurance policies which SUBGRANTEE is required to obtain pursuant to the grant agreement. SUBGRANTEE agrees to provide AGENCY with written documentation that it has been so named as an additional insured on all insurance policies which SUBGRANTEE is required to obtain pursuant to the grant agreement.

25. The term of the AGREEMENT shall be the same as, and coincide with, the term of the grant agreement.

26. This AGREEMENT shall terminate upon the earlier of: (i) written notice from STATE to AGENCY and SUBGRANTEE of insufficient appropriations and cancellation of the grant agreements; (ii) AGENCY's disbursement of all funds for THE

PROJECT COMPONENT pursuant to this AGREEMENT by \_\_\_\_, 20\_\_, plus 35 years;  
or (iii) termination of the AGREEMENT by AGENCY due to breach as set forth in  
Paragraph 14.

27. For five years after completion of THE PROJECT COMPONENT or as otherwise required by the grant agreement, AGENCY shall retain a copy of records of: (i) AGENCY deposits into, and disbursements from, accounts for THE PROJECT COMPONENT; (ii) requests for payment received from SUBGRANTEE; and (iii) AGENCY inspection of SUBGRANTEE requests for payment on THE PROJECT COMPONENT. Upon prior written request from STATE or SUBGRANTEE, AGENCY shall provide STATE or SUBGRANTEE reasonable access to inspect such records on AGENCY premises during normal business hours.

28. Each of THE PARTIES represents and warrants that each person signing this AGREEMENT on behalf of any of THE PARTIES, has legal authority to sign this AGREEMENT, and bind that party.

29. Notice pursuant to this AGREEMENT shall be sent by United States mail and by facsimile transmission to the following representatives for THE PARTIES.

SUBGRANTEE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

AGENCY:

Santa Barbara County Water Agency  
123 East Anapamu Street  
Santa Barbara, CA 93101  
Attn: Thomas Fayram

THE PARTIES may change representatives upon written notice to the other party.

30. This AGREEMENT is entered into, and shall be construed and interpreted in accordance with the laws of the State of California.
31. This AGREEMENT has been negotiated between THE PARTIES and shall not be construed against any party as the drafting party.
32. This AGREEMENT will be considered binding and effective when it has been fully executed by THE PARTIES. This AGREEMENT may be executed in counterpart originals, with all counterparts taken as a whole constituting the complete AGREEMENT.

Wherefore, having read the foregoing and having understood and agreed to the terms of this AGREEMENT, THE PARTIES voluntarily affix their signatures below.

ACCEPTED and AGREED:

Signatures of AGENCY

SANTA BARBARA COUNTY WATER AGENCY  
Board of Directors

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

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

Doreen Farr, Chair

APPROVED AS TO FORM:  
DENNIS MARSHALL  
COUNTY COUNSEL

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

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

APPROVE AS TO ACCOUNTING:  
ROBERT W. GEIS, CPA

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

BY: \_\_\_\_\_

Deputy

Signatures of SUBGRANTEE

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

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

EXHIBIT 1

Insert Project Description

**CITY OF BUELLTON**  
City Council Agenda Staff Report

City Manager Review: JHK  
Council Agenda Item No.: 4

To: The Honorable Mayor and City Council

From: Linda Reid, Human Resources Director

Meeting Date: July 26, 2012

Subject: Resolution No. 12-21 – “A Resolution of the City Council of the City of Buellton, California, Approving a 2.1% Cost of Living Adjustment (COLA) for all Regular Full-Time Employees, Effective, July 1, 2012”

---

**BACKGROUND**

Buellton Municipal Code Section 2.08.060 authorizes the City Manager to prepare and submit a proposed annual salary plan to the City Council for its approval. In April 2011, the City Council reviewed the salary plan submitted by the City Manager and the City Council authorized a two (2) percent Cost of Living Adjustment (COLA) for all regular full-time employees, effective, July 1, 2011. At that time, the Council also approved a 2% salary increase for all employees or an increase equal to the Consumer Price Index (CPI) of the Los Angeles area for the previous 12 months, whichever is higher, for Fiscal Year 2012-13. The CPI was 2.1%, which is the recommended COLA for the upcoming Fiscal Year 2012-13.

**FISCAL IMPACT**

The fiscal impact of the COLA will be reflected in the Fiscal Year 2012-13 Budget.

**RECOMMENDATION**

That the City Council approve and adopt Resolution No. 12-21 – “A Resolution of the City Council of the City of Buellton, California, Approving a 2.1% Cost of Living Adjustment (COLA) for all Regular Full-Time Employees, Effective, July 1, 2012”.

**ATTACHMENT**

Resolution No. 12-21

**RESOLUTION NO. 12-21**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUELLTON, CALIFORNIA, APPROVING A 2.1% COST OF LIVING ADJUSTMENT (COLA) FOR ALL REGULAR FULL-TIME EMPLOYEES, EFFECTIVE JULY 1, 2012**

**WHEREAS**, Section 2.08.060 of the Buellton Municipal Code authorizes the City Manager to prepare and submit a proposed annual salary plan to the City Council for its approval; and

**WHEREAS**, the City Council has reviewed and approved the salary plan submitted by the City Manager in April 2011 for a two-year period; and

**WHEREAS**, the City Council values the work performed by its regular full-time employees; and

**WHEREAS**, the City Council has reviewed the budget for Fiscal Year 2012-13 and has determined that it is financially prudent to provide for an increase in salaries of regular full-time employees.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BUELLTON DOES RESOLVE, DETERMINE, FIND, AND ORDER AS FOLLOWS:**

**SECTION 1.** The City Council hereby finds that the above recitations are true and correct and, accordingly, are incorporated as a material part of this Resolution.

**SECTION 2.** The City Council hereby directs adjustments to regular full-time employees' salaries to reflect a 2.1% cost of living adjustment, effective July 1, 2012.

**SECTION 3.** The fiscal impact of the salary adjustment will be reflected in the Fiscal Year 2012-13 City Budget.

**SECTION 4.** The City Clerk shall certify to the adoption of this Resolution.

**PASSED, APPROVED and ADOPTED** this 26<sup>th</sup> day of July, 2012.

---

Holly Sierra  
Mayor

ATTEST:

---

Linda Reid  
City Clerk



# City of Buellton



## **PROCLAMATION HONORING SENIOR DEPUTY KATHI LEGAULT FOR HER SERVICE TO THE COMMUNITY**

**WHEREAS**, Senior Deputy Kathi LeGault began working as the Buellton Community Resources Deputy in May 2008 and has worked for the Santa Barbara County Sheriff's Department for 21 years; and

**WHEREAS**, Deputy LeGault coordinated with the Buellton Union School District to educate students, teachers, and families on crime prevention and performing critical early intervention with at-risk youth to correct behavioral issues before they escalate; and

**WHEREAS**, Deputy LeGault coordinated the Sheriff's participation in producing community events such as the Buellton Barbecue Bonanza, Movies in the Park, Valley-wide Junior High Dances, and Bicycle Rodeo; and

**WHEREAS**, Deputy LeGault acted as the liaison with the Buellton Recreation Center for community activities; and

**WHEREAS**, Deputy LeGault ran the City Medicine Cabinet program; and

**WHEREAS**, Deputy LeGault provided presentations to youth organizations; and

**WHEREAS**, Deputy LeGault provided safe and successful traffic management and security coordination for special events in the City;

**NOW, THEREFORE**, I, Holly Sierra, Mayor of the City of Buellton, on behalf of the Buellton City Council, hereby commend SENIOR DEPUTY KATHI LEGAULT for her service to the community and for enriching the lives of our residents.

**PASSED, APPROVED, and ADOPTED** this 26th day of July 2012.



*Mayor*

**CITY OF BUELLTON**  
City Council Agenda Staff Report

City Manager Review: JHK  
Council Agenda Item No.: 6

To: The Honorable Mayor and City Council

From: Rose Hess, Public Works Director

Date: July 26, 2012

Subject: Award of Contract for the 2011/12 Road Maintenance Project

---

**BACKGROUND**

In June 2012 the City published a Notice to Contractors inviting sealed bids for the 2011/2012 Road Maintenance Project. The Project will include the installation of crack sealant and placement of a Type II Slurry Seal on the streets in the southwestern portion of the City (see attachment) and local ac remove and replace.

On July 18, 2012, three bids for the project were received from the following contractors:

- |   |                                     |              |
|---|-------------------------------------|--------------|
| • | Rockwood General Contractor         | \$250,717.72 |
| • | California Pavement Maintenance Co. | \$366,421.89 |
| • | Pavement Coatings Co.               | \$279,014.00 |

The Engineer's estimate was \$249,637

It is anticipated that the effective date of the Notice to Proceed for work will be approximately July 30, 2012.

**FISCAL IMPACT**

This project will be funded by the General Fund and local Measure A allocations.

**RECOMMENDATION**

That the Council award a contract in the amount of \$250,717.72 to Rockwood General Contractor for the 2011/2012 Road Maintenance Project and authorize the City Manager and City Attorney to execute the contract.

**ATTACHMENT**

Attachment 1 - Location Exhibit

# ATTACHMENT 1

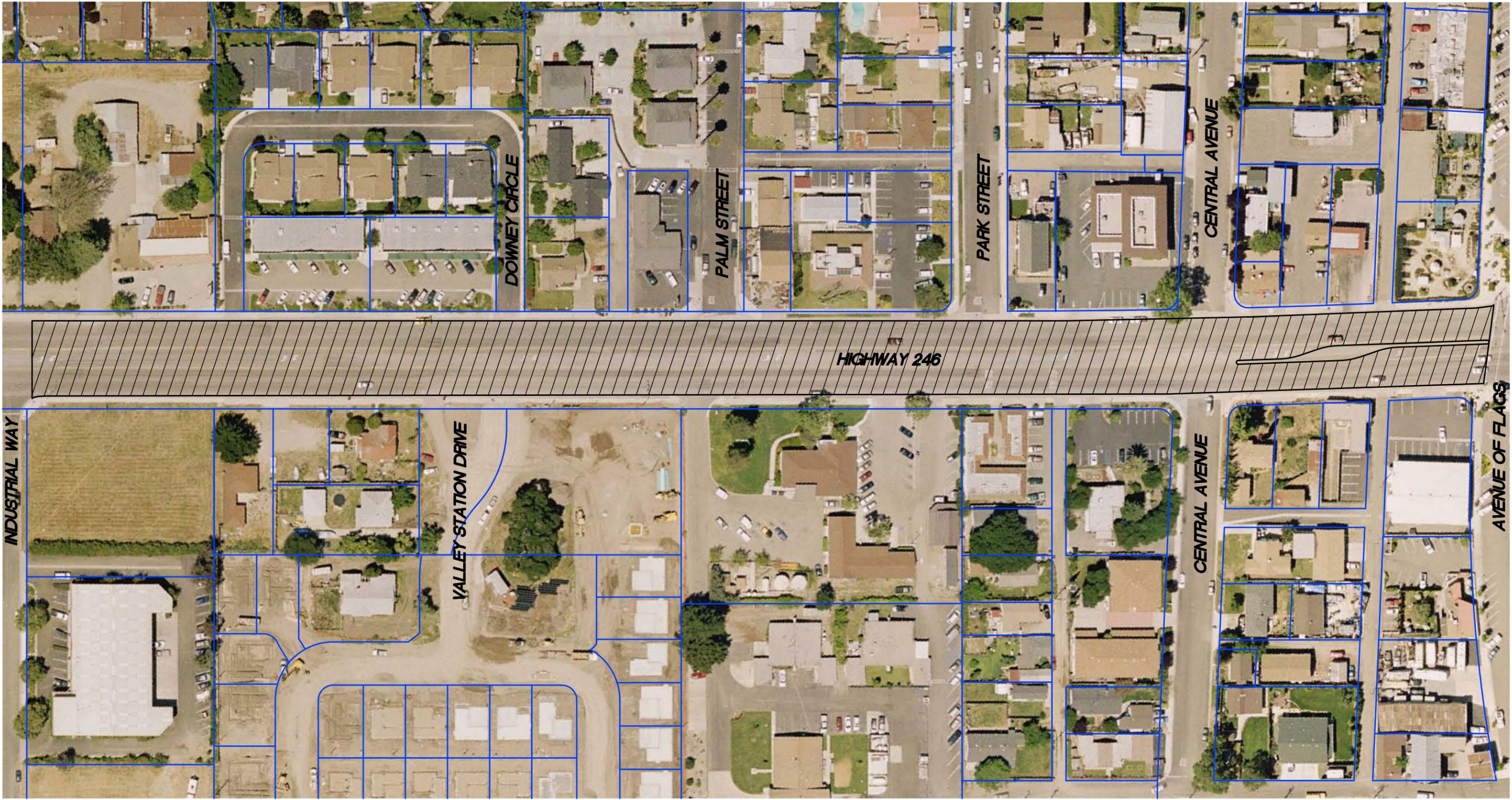
STATE HWY 246



## 2012 Road Maintenance

-  Slurry Seal Area 307,173 sq.ft.
-  Double Slurry Seal Area 11,117 sq.ft.

Mon 21.May.12 05:47:41 PM Y:\BUELLTON\BC000\CADD\BC000.dwg\Survey\Planning Photo Exhibit\BC000\_Photo-Exhibit\_Insert.dwg



\*\*Contractor will replace and restriping markings as existing.



SLURRY LIMITS = 121,630 SF (Application of Type II Slurry per Caltrans Specifications)

**MNS**  
ENGINEERS INC  
201 Industrial Way  
Buellton, CA 93427  
805.688.5200 Phone

ENGINEERING  
PLANNING  
SURVEYING  
CONSTRUCTION MANAGEMENT

SCALE:  
1" = 100'

CITY OF BUELLTON  
HIGHWAY 246 SLURRY LIMITS  
FROM INDUSTRIAL WAY TO AVENUE OF FLAGS

SHEET 1  
OF 1 SHEETS  
Page 48 of 52

**CITY OF BUELLTON**  
City Council Agenda Staff Report

City Manager Review: JHK  
Council Agenda Item No.: 7

To: The Honorable Mayor and City Council

From: Rose Hess, Public Works Director

Date: July 26, 2012

Subject: Award of Contract for Light Emitting Diode (LED) Flashing School Crossing Signs School Safety Project

---

**BACKGROUND**

In April 2012 the Council approved the Measure A Safe Routes to School Grant Cooperative Agreement, which includes the purchase and installation of Flashing School Crossing signs on Highway 246 at La Lata Drive and Sycamore Drive.

Staff has solicited informal bids for LED Flashing School Crossing Sign set-up from five vendors and received the following two bids:

- Statewide Traffic Safety & Signs \$23,891.39
- NexTech Systems Inc. \$65,956.00

The Engineer's estimate was \$25,000.

The signs are to be installed and operation prior to the August 22<sup>nd</sup> school start date.

**FISCAL IMPACT**

This project will be funded by the Measure A Safe Routes to School Program grant (\$25,000).

**RECOMMENDATION**

That the Council award a contract in the amount of \$23,891.39 to Statewide Traffic Safety & Signs for the purchase and installation of LED Flashing School Crossing Signs and authorize the City Manager and City Attorney to execute the contract.

**ATTACHMENTS**

Statewide Traffic Safety & Signs Bid  
NexTech Systems Inc. Bid

# STATEWIDE TRAFFIC SAFETY & SIGNS

Anaheim 714-634-2663    Bakersfield 661-836-4150    Fairfield 707-864-9952    Fresno 559-291-8500    Long Beach 562-272-6866    Nipomo 805-929-5070    Poway 858-679-7292    Sacramento 916-452-4855    San Jose 408-993-9700

**UNION \* LICENSE #: 523594 A, C31**  
**QUOTATION**

ATTN: Todd/ MNS Engineering

FROM: Tony Wood

BID DATE: 7/12/12

PHONE #: 805-692-6921

LOCATION/ NAME: City of Buellton

ITEM #	DESCRIPTION	QTY	UNIT \$	TOTAL \$
101551	S1-1,48" DG3FYG School Crossing (symbol) Solar Powered BlinkerSign with 5 yellow LED's	2ea	\$1,860.00	\$3,720.00
2180-B2B	2 <sup>ND</sup> BLINKERSIGN FOR BACK TO BACK INSTALL,48" S1-1	2ea	\$1,400.00	\$2,800.00
2180-00428	BlinkerBeam Wireless Radio with Pushbutton	2ea	\$1,150.00	\$2,300.00
2180-00215	S1-1,36"DG3 FYG, School Crossing (Symbol) Solar Powered BlinkerSign with 5 LED's	2ea	\$1,700.00	\$3,400.00
2180-B2B	2 <sup>ND</sup> BLINKERSIGN FOR BACK TO BACK INSTALL, 36" S1-1	2ea	\$1,300.00	\$2,600.00
2180-00428	BlinkerBeam Wireless Radio with Pushbutton	2ea	\$1,500.00	\$2,300.00
101919	Pole Kit, 13', 4.5"OD, Schedule 40 Pole/Base & 42" J-Bolts, Cap & Brackets for concrete install	4KT	\$600.00	\$2,400.00
373-13	Standard Aluminum 13 feet Schedule 40	4ea		
2030-00014	Base, Aluminum, Square, No Paint	4ea		
3177-00042	BOLT, 1"x42"+4"ATSM F1554	16ea		
203-00010	CAP, 4.5 POLE, 4C CAP SGNL	4ea		
111-00004	Z bracket, single sided 4.5" round pole brackets	4 pair		
373-01107	W16-7p, 30"x18", FYG, Down Diagonal Arrow Right	4ea	\$60.00	\$240.00
373-01757	W16-7pr, 24"x12" DG3 FYG, Down Diagonal Right Arrow (Fed Spec) Sign	4ea	\$29.00	\$116.00
	SUB TOTAL			\$19,876.00
	TAX		7.75%	\$1,540.39
	SHIPPING			\$975.00
	TOTAL MERCHANDISE			\$22,391.39
	INSTALLATION			\$1,500.00

SALE PRICES ONLY

\$ 23,891.39

IF INTERESTED IN SPLITTING OUT ITEMS, CALL PRIOR TO BID OPENING  
THIS QUOTATION AND ATTACHED CONTRACT PROVISIONS MUST BECOME A  
BINDING PART OF ANY SUBCONTRACT

July 12, 2012

Janna McKhann  
NexTech Systems Inc  
1065 Castlerock Lane Santa Ana CA 92705  
ph:714-289-8940 fax: 714-538-3259

City of Buellton, Hwy 246 at Sycamore Phase 1  
120713-BuelltonSycamorePhase1

**SWARCO LANELIGHT SYSTEM QUOTATION**

**5 YEAR WARRANTY INCLUDED**

DESCRIPTION	CODE	QTY	UNIT
<b>LANELIGHT MODULES</b>			
Modules MLK150 (Amber)	MLK150 TR Y	0	ea
<b>SUBTOTAL MODULES</b>		0	
<b>INSTALLATION MATERIALS</b>			
Leveling tool	LLIP	0	ea
3/8" X 6mm Hex socket	WSW TS3840T	0	ea
Backer rod	ITPSOFROD5/8	140	lin/ft
Re-centerable gel	8882	0	750g
Bondo 606V Epoxy	606-V	4	gal
<b>SUBTOTAL INSTALL MATERIALS</b>			
<b>ELECTRICAL</b>			
LaneLight Controller	LLMK2BXW24	1	ea
Waterproof wire connectors	UR2	25	ea
<b>CABLE</b>			
LaneLight WaterBlock Control cable	LLWBXW18/3	200	lin/ft
LaneLight Pushbutton Cable	LLWBPB18/3	200	lin/ft
<b>PELCO PUSHBUTTON</b>			
Passport inductive PPB w/sign		2	ea
<b>SOLAR POWER SUPPLY</b>			
Solar power supply & cabinet (24/85/110)	LLSPS2	1	ea
<b>SUBTOTAL ELECTRICAL</b>			
<b>SIGNS</b>			
S1-1 signs with perimeter LEDs, 48"	ITEM-S1-1-48	4	ea
Down Arrow	W16-7P-R	2	ea
Down Arrow	W16-7P-L	2	ea
<b>SUBTOTAL SIGNS</b>			
<b>TOTAL COST</b>			17,645.00
			<b>\$ 17,645.00</b>

Price does not include sales tax or poles.

Sincerely,

Janna McKhann  
President

Via Phone:

Sign Post (Qty 2) (\$800 ea) \$1600  
Push Button Post (Qty 2) (\$600 ea) \$1200  
Installation (Qty 2) (1x materials cost) \$20,445

Total (no sales tax) \$40,890

July 12, 2012

Janna McKhann  
NexTech Systems Inc  
1065 Castlerock Lane Santa Ana CA 92705  
ph:714-289-8940 fax: 714-538-3259

City of Buellton, Hwy 246 at LaLata  
120713-BuelltonLaLata

**SWARCO LANELIGHT SYSTEM QUOTATION**

**5 YEAR WARRANTY INCLUDED**

DESCRIPTION	CODE	QTY	UNIT
<b>SIGNS</b>			
S1-1 sign, 48" with perimeter LEDs, double sided, Pelco pushbutton, wireless interface, common solar power supply	I-S1-1sppb	2	ea
Down Arrow	W16-7P - R	2	ea
Down Arrow	W16-7P - L	2	ea

TOTAL COST

\$ 9,733.00

Price does not include sales tax or poles.

Sincerely,

Janna McKhann  
President

Via Phone:

Sign Post (Qty 2) (\$800 ea) \$1600  
Push Button Post (Qty 2) (\$600 ea) \$1200

Installation (Qty 2) (1x materials cost) \$12,533

Total (no sales tax) \$25,066