

**SPECIAL MEETING  
OF THE  
CACHUMA OPERATION AND MAINTENANCE BOARD**  
at Cachuma Operation and Maintenance Board Office

**3301 Laurel Canyon Road  
Santa Barbara, CA 93105**

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**Thursday, January 13, 2011**

*Start Time*  
**2:30 P.M.**

**AGENDA**

- 1. COMB CALL TO ORDER, ROLL CALL (COMB Board of Directors.)**
- 2. PUBLIC COMMENT (Public may address the Board on any subject matter not on the agenda and within the Board's jurisdiction. See "Notice to the Public" below.)**
- 3. [CLOSED SESSION] CONFERENCE WITH LEGAL COUNSEL REGARDING ANTICIPATED LITIGATION, PURSUANT TO GOVERNMENT CODE SECTION 54956.9(c) (one case)**
- 4. PROPOSED FY 2010-11 BUDGET ADJUSTMENT FOR LEGAL COSTS**
- 5. CONSIDER APPROVAL OF PROFESSIONAL SERVICES AGREEMENTS AND SCOPES OF WORK FOR SANTA YNEZ RIVER FISHERIES PROGRAM**
- 6. COMB ADJOURNMENT**

NOTICE TO PUBLIC

**Public Comment:** Any member of the public may address the Board on any subject within the jurisdiction of the Board that is not scheduled for a public hearing before the Board. The total time for this item will be limited by the President of the Board. If you wish to address the Board under this item, please complete and deliver to the Secretary of the Board before the meeting is convened, a "Request to Speak" forms including a description of the subject you wish to address.

**Americans with Disabilities Act:** In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Cachuma Operation and Maintenance Board office at (805) 687-4011 at least 48 hours prior to the meeting to enable the Board to make reasonable arrangements.

[This Agenda was Posted at 3301 Laurel Canyon Road, Santa Barbara, CA  
at Santa Barbara City Hall, Santa Barbara, CA and at Member District Offices and Noticed and Delivered in Accordance with  
Section 54954.1 and .2 of the Government Code.]

**CACHUMA OPERATION AND MAINTENANCE BOARD**

**MEMORANDUM**

DATE: January 13, 2011  
 TO: BOARD OF DIRECTORS  
 FROM: Kate Rees, General Manager  
 RE: **Proposed FY 2010-11 Budget Reallocation for Unbudgeted Special Counsel Legal Expenses**

**RECOMMENDATION:**

Approve a FY 2010-11 budget adjustment in the amount of \$20,000 to pay for legal fees associated with the Brown encroachment.

**DISCUSSION:**

The Brown encroachment at 1215 Franklin Ranch Road in Goleta has necessitated expenditure of additional legal expenses not budgeted in FY 2010-11. They have been paid to date from the General Counsel line item of the budget. A budget adjustment is being recommended to add a Special Legal Counsel account to the current budget for these expenditures. The amount of the budget adjustment requested is dependent upon reaching final resolution with the Browns.

If resolution can be reached regarding the pipeline inspection and correction of the overburden, about \$20,000 is needed to cover the legal costs expended to date, plus pay for any additional legal expenses associated with correction of this encroachment (Option 1). If resolution cannot be reached, much higher legal expenses will be incurred (Option 2).

**Option 1**

Reallocation of \$20,000 in FY 2010-11 budgeted funds from Account 6062 – SCADA for special legal counsel expenses for the Brown encroachment.

<i>ACCT NO</i>	<i>ACCT NAME</i>	<i>FY 10-11 Amount budgeted</i>	<i>Amount to transfer</i>	<i>Revised proposed budget amt</i>
<b>Adjustments From:</b>				
6062	SCADA	46,500	20,000	26,500
<b>Total Adjustments</b>			<b>20,000</b>	
<i>ACCT NO</i>	<i>ACCT NAME</i>	<i>FY 10-11 Amount Budgeted</i>	<i>Additional amount needed</i>	<i>Revised proposed budget amt</i>
<b>Adjustments To:</b>				
7000	Special Legal Counsel	0	20,000	20,000
<b>Total Adjustments</b>			<b>20,000</b>	

**Option 2**

Reallocation of \$135,000 in FY 2010-11 budgeted funds from Accounts 6062 – SCADA; 6092 – SCC Improvement and Design, 6097 – GIS and Mapping to pay for special legal counsel litigation expenses for Brown encroachment.

<i>ACCT NO</i>	<i>ACCT NAME</i>	<i>FY 10-11 Amount budgeted</i>	<i>Amount to transfer</i>	<i>Revised proposed budget amt</i>
<b>Adjustments From:</b>				
6062	SCADA	46,500	30,000	16,500
6092	SCC Improvement	130,000	80,000	50,000
6097	GIS and Mapping	41,000	25,000	16,000
<b>Total Adjustments</b>			<b>135,000</b>	
<i>ACCT NO</i>	<i>ACCT NAME</i>	<i>FY 10-11 Amount Budgeted</i>	<i>Additional amount needed</i>	<i>Revised proposed budget amt</i>
<b>Adjustments To:</b>				
7000	Special Legal Counsel	0	135,000	135,000
<b>Total Adjustments</b>			<b>135,000</b>	

Staff is of the opinion that resolution can be reached with Mr. and Dr. Brown. Therefore, a budget adjustment for Option 1 is recommended at this time.

Respectfully submitted,



Kate Rees  
General Manager

**CACHUMA OPERATION AND MAINTENANCE BOARD**

**MEMORANDUM**

DATE: January 13, 2011  
TO: BOARD OF DIRECTORS  
FROM: Kate Rees, General Manager  
RE: **Consultant Professional Services Agreements and Scopes of Work for Existing Fisheries Program**

**RECOMMENDATION:**

1. Approve the Professional Services Agreements for: Cardno-Entirx, Northwest Hydraulics, HDR-Fish Pro, and Melinda Fournier, as provided. The Professional Services Agreements for Stetson Engineers, and Hanson Environmental will be held by the Santa Ynez River Water Conservation District, ID1.
2. Approve the Scopes of Work for Cardno-Entirx, Northwest Hydraulics, HDR-Fish Pro, Melinda Fournier, Stetson Engineers, and Hanson Environmental as provided.

**DISCUSSION:**

**Consultant Professional Services Agreements and Scopes of Work**

With the transfer of the existing Fisheries Program into COMB, the consultants under contract with CCRB to support this work will need to contract with COMB, also effective January 1, 2011. These include: Cardno-Entirx, Northwest Hydraulics, HDR-Fish Pro, and Melinda Fournier. The proposed Professional Service Agreements (PSA) are attached, and staff recommends approval of them as provided.

Currently, Stetson Engineers and Hanson Environmental are under contract with ID1 for both the existing fishery program work, and for the Cachuma water rights and BO reconsultation work. ID1 has paid the invoices for these consultants, and then billed CCRB for 89.7% of the costs. In turn, CCRB has billed ID1 for 10.3% of its consultants' costs. In this way, all consultant costs have been shared among the member units through CCRB and ID1. The SOWs for Stetson and Hanson for the existing fisheries program and related hydrologic activities were developed to support the tasks in the CCRB budget, in partnership with ID1. For the second half of the fiscal year, their SOWs (with the exception of the water rights and BO reconsultation tasks) will now support the fisheries and hydrologic activities that have been moved into COMB.

Because ID1 is a member of COMB, it would be more efficient for COMB to enter into new PSAs with Stetson and Hanson as well. However, ID1's General Manager has objected to

COMB holding contracts with the District's historic consultants. The Santa Ynez River Water Conservation District Manager also objects to COMB contracting with Stetson. Therefore, staff recommends, and the Operating Committee concurred, ID1 would continue to hold PSAs with Stetson and Hanson, oversee their SOWs, and issue task orders for their SOWs for the existing fisheries program. ID1 would pay their invoices in full, and bill COMB for 89.7% of their costs effective January 1, 2011. All other fishery program related costs would be assessed to ID1 as part of the overall COMB budget, as described below.

### **SOW Review**

At its December 20, 2010 meeting, the COMB Board withheld approval of the PSAs for Cardno-Entirx, Northwest Hydraulics, HDR-Fish Pro, and Melinda Fournier, pending review of the SOWs for the consultants to see if any modifications might be made mid-year. Staff has done a preliminary review, and does not believe any changes are warranted at this time. The SOWs were thoroughly reviewed by the member unit managers and the CCRB and ID1 Boards during preparation of the FY 2010-11 CCRB Budget. They were also discussed by the Operating Committee at its January 5<sup>th</sup> meeting. Although some tasks have been delayed (primarily Reclamation's review of the BO compliance documentation), it is expected that most, if not all, of the work described in the SOWs will be completed by June 2011. We will have a better idea if all anticipated work will be completed by April 2011.

During the Operating Committee meeting, Mr. Dahlstrom identified two tasks for Stetson and Hanson, 100% of which he said ID1 should pay directly. These were: *AMC and CC Participation and Technical Support; and Annual Strategic Planning Meetings*. The total budgeted amount for these two tasks is \$8,750. Rather than delete these tasks from the Stetson's and Hanson's SOWs, which would necessitate another COMB budget adjustment, staff recommends that the fisheries program budget remain as approved, and that no changes be made to the SOWs for this fiscal year. ID1 would have control over the tasks in the SOWs for these consultants, and may authorize and pay 100% of the costs for these activities if it chooses to do so. In the past, however, all of the consultants' costs for these two activities, including Stetson and Hanson, have been shared between CCRB (89.7%) and ID1 (10.3%), regardless of which agency held the contract.


The SOWs for fishery program consultants are attached, as well as a summary table showing the task breakdowns per consultant. They include the requested tasks for the 2<sup>nd</sup> half of the fiscal year, plus the rollover activities from the first half of the year. Staff recommends approval of the SOWs as provided. Three members of the COMB Operating Committee (all that were in attendance) concur with the staff recommendations.

### **Updated FY 2010-11 COMB Budget**

On September 27, 2010, the COMB Board approved a budget adjustment of \$414,525 to accommodate moving the existing SYR Fisheries Program and related activities into COMB effective January 1, 2011. This was the amount of money estimated for the 2<sup>nd</sup> half of the fiscal year for the CCRB FY 10-11 budget, and included everything except the ongoing Cachuma water rights and BO reconsultation processes. Any uncompleted work for the existing fisheries program from the first half of CCRB's fiscal year, and the assessed revenue paid by the south coast member units for that work, will be rolled over into COMB. At the end of the current fiscal year, any uncompleted work for both Operations and the Fisheries Program will not be carried over into FY 2011-12. All COMB work for FY 2011-12 will be started and budgeted from July 1, 2011, and any unexpended funds from FY 2010-11 will be returned to the Member Units after the annual audit is completed.

Attached is an updated FY 2010-11 COMB Budget showing separate divisions for Operations and the Fisheries Program. It includes the budget increase of \$414,525, the rollover tasks, and the assessed revenue for those tasks from the first half of CCRB's fiscal year. Because ID1 is not a member of CCRB, ID1 was separately invoiced for actual expenditures for its share of the fishery program work completed during the first half of the fiscal year. ID1 will be assessed for its entitlement share of the rollover tasks not completed by December 31, 2010. All five member units will be assessed their entitlement percentage for the fisheries program for the second half of the fiscal year (see attached updated COMB FY 2010-11 Budget and cost allocations per member unit).

Respectfully submitted,



Kate Rees  
General Manager

kr.comb/board/memos/011311\_consult\_sows.mmo

# CACHUMA OPERATION AND MAINTENANCE BOARD

## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made as of this 3rd day of January, 2011 between Cachuma Operation and Maintenance Board ("COMB") and Cardno ENTRIX ("Consultant") for consulting services as described in this Agreement. The parties agree as follows:

### SECTION I. SERVICES BY CONSULTANT

**Retention.** COMB retains Consultant to perform, and Consultant accepts COMB's retention and agrees to perform, consulting services as specified by COMB. The services to be performed under this Agreement generally involve consulting services for the planning, design, documentation, evaluation, observation, control and testing associated with the implementation of the Lower Santa Ynez River Fish Management Plan and Cachuma Project Biological Opinion. Consultant shall diligently perform the obligations and responsibilities required by this Agreement.

**Task Orders.** This Agreement shall apply to as many projects as COMB and Consultant agree will be performed under the terms and conditions of this Agreement. Each project Consultant performs for COMB shall be designated by a Task Order with the Scope of Work attached as Exhibit "A" to the Task Order. No Task Order shall be binding or enforceable unless and until it has been properly executed by both COMB and Consultant. Each properly executed Task Order shall become a separate supplemental agreement to this Agreement. In resolving potential conflicts between this Agreement and the Task Order pertaining to a specific project, the terms of the Task Order shall control. COMB will provide the Scope of Work to the Consultant that will be mutually agreed upon which will be set forth in each Task Order.

### SECTION II. COMPENSATION

**Payment Terms.** Upon completion of work as listed in the Task Order(s), payment is due 30 days after acceptance by COMB, unless otherwise specified in this agreement, in accordance with the Consultant's fee, cost and expense schedule attached as Exhibit "B" to each Task Order. Consultant shall perform the Services outlined in the Task Order(s) on a time and materials basis. Consultant agrees that the maximum amount stated in each Task Order is a "not-to-exceed" amount, which includes all fees, costs and expenses to be paid to Consultant to perform the services outlined.

**Changes to Work, Method, Cost, etc.** Any change in the scope of the work to be done, method of performance, nature of materials or price thereof, to any other matter materially affecting the performance or nature of the work will not be paid for or accepted unless such change, addition or deletion be approved in advance, in writing or by a supplemental or amended Task Order executed by COMB. Consultant's "on-site representatives" have the authority to execute such written change for Consultant.

**Payment Withheld.** If COMB has reasonable grounds for believing that Consultant will be unable to materially perform the Services under this Agreement and each Task Order, or there exists or may exist a claim against Consultant or COMB arising out of the negligence or intentional acts of Consultant or Consultant's material breach of any provision of this Agreement, then COMB may withhold payment of any amount payable to Consultant which is directly related to such breach or negligence.

**Termination Payment.** If the Services of Consultant are terminated, in whole or in part, Consultant shall be compensated for all services performed and reimbursable costs incurred prior to the date of such termination.

**SECTION III. INSURANCE**

Consultant shall be solely responsible for maintaining worker's compensation, general liability, automobile and state disability insurance and any other taxes or insurance which Consultant is responsible for paying as an independent contractor under federal, state or local law.

**Liability Insurance.** The Consultant shall provide and maintain at all times during the performance of the services under this agreement, the following commercial general liability and automobile liability insurance. Consultant agrees to carry \$1,000,000/\$2,000,000 (occurrence/general and products/completed operations aggregate) of commercial general liability coverage, and agrees to give COMB insured status under its policy using ISO endorsement CG 2010 or equivalent, and to provide a certificate of insurance with an additionally insured endorsement. The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, and blanket contractual liability. The Consultant shall carry automobile insurance for \$1,000,000 for bodily injury and property damage each accident limit. The automobile liability policy shall cover all owned, non-owned, and hired automobiles.

**Workers' Compensation.** Consultant shall procure and/or maintain in full force and effect during the performance of services pursuant to this Agreement workers' compensation insurance covering its employees in performance of the Services under this Agreement. Consultant shall also require that any subcontractor of Consultant carry similar coverage for its employees.

**General Insurance Provisions.** All insurance coverage, as initially provided and as modified or changed, shall be subject to approval by COMB. Prior to the performance of the Services under this Agreement and at any subsequent time, Consultant shall provide COMB with a Certificate of Insurance (Acord Form 25-S or equivalent) evidencing the above coverage and listing COMB as an additional insured on the general liability policy. If any of the required coverages expire during the term of this Agreement, the Consultant shall deliver the renewal certificate(s) including the general liability additional insured endorsement to COMB at least ten (10) days prior to the expiration date. The above insurance coverage shall not limit the indemnification obligations of Consultant as provided below and the failure to maintain the required coverage shall constitute a material breach of this Agreement.

**Sub-Consultants.** In the event that the Consultant employs other consultants or contractors (sub-consultants) as part of the services covered by this Agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified above.

**SECTION IV. INDEMNIFICATION**

Consultant agrees, to the fullest extent permitted by law, to indemnify and hold COMB, its directors, officers, employees, or authorized volunteers harmless from any damage, liability, or cost to the extent caused by Consultant's negligent acts, errors or omissions in the performance of services under this agreement including sub-consultants or others for whom Consultant is legally liable.

**SECTION V. TERMINATION**

**Termination without Cause.** COMB may terminate this Agreement or any Task Order for any reason by giving Consultant at least thirty (30) days prior written notice of such termination. Such termination shall not relieve COMB from responsibility for payment for services rendered by Consultant prior to the date of termination but shall relieve COMB of its obligations for the full payment of compensation due under this Agreement (and/or the respective Task Order) for the Services of Consultant after the notice of termination.



**Termination With Cause.** COMB may terminate this Agreement or any Task Order for cause, effective immediately upon written notice of such termination to Consultant, based upon the occurrence of any of the following events:

- 1) Material breach of this Agreement, Task Order or Task by Consultant;
- 2) Cessation of Consultant to be licensed, as required by law;
- 3) Failure of Consultant to substantially comply with any applicable federal, state or local law or regulation;
- 4) Filing by or against Consultant of any petition under any law for the relief of debtors; and,
- 5) Conviction of Consultant's principal representative or personnel of any crime other than minor traffic offenses.

**Completed Work.** In the event of termination or completion of the Services under this Agreement or any Task Order, Consultant shall, at COMB's request, promptly surrender all completed work, work in progress, and all materials, records and notes developed, procured, or produced pursuant to this Agreement. Consultant may retain copies of such work product as a part of his/her record of professional activity.

**SECTION VI. GENERAL PROVISIONS**

**Notices.** All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if personally served or on the second day after mailing if mailed by first-class mail, registered or certified, return receipt requested, postage prepaid and properly addressed as follows:

To: Kate Rees, General Manager  
Cachuma Operation and Maintenance Board  
3301 Laurel Canyon Road  
Santa Barbara, CA 93105

To Consultant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Any party may change their address for the purpose of this paragraph by giving the other party written notice of the new address in the above manner.

**Laws, Regulations and Permits.** The Consultant shall give all notices required by law and comply with all laws, ordinances, rules, regulations and permits pertaining to the conduct of the work. The Consultant shall be liable for all violations of the law in connection with work furnished by the Consultant. If the Consultant observes that the project specifications are at variance with any law or ordinance, rule or regulation, he/she shall promptly notify COMB in writing and any necessary changes shall be made by written instruction. If the Consultant performs any work knowing it to be contrary to such laws, ordinances, rules, regulations or permits and without giving notice to COMB, the Consultant shall bear all costs arising therefrom.

**Safety.** The Consultant shall execute and maintain his/her work so as to avoid injury or damage to any person or property. The Consultant shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out his/her work, the Consultant shall at all times exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed and be in compliance with all applicable federal, state and local statutory and regulatory requirements including California Department of Industrial Relations (Cal/OSHA) regulations.

**Authorized Representatives.** Consultant shall not accept direction or orders from any person other than the Manager or the person(s) whose name(s) is (are) inserted as "other authorized representative(s)" on the Task Orders.

**Assignment.** Neither party to this Agreement shall assign its duties and obligations hereunder without the prior written consent of the other party.

**Independent Contractor.** The parties, in the performance of services under this Agreement, will be acting in an independent contractor relationship and not as agents, employees, or partners of one another. It is the express intention of the parties that Consultant is an independent contractor and not COMB's employee, that the employees of Consultant and Consultant's subcontractors are not COMB's employees and that Consultant, its subcontractors and their employees are not entitled to any of the rights, benefits or privileges attributable to COMB employees. Consultant shall have the control of the means, methods and details of performing the work and shall only be subject to the general direction and supervision of the COMB Manager to ensure the results contracted for are achieved.

**Discrimination.** No person shall be excluded from employment in the performance of this Agreement on the grounds of race, creed, color, sex, age, marital status or place of national origin. Consultant shall comply with all local, state and federal laws relating to equal employment opportunity rights.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**AGENCY**

**CONSULTANT**

**Cachuma Operation and Maintenance Board**

\_\_\_\_\_

By: \_\_\_\_\_  
Kate Rees, General Manager/Secretary

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

# CACHUMA OPERATION AND MAINTENANCE BOARD

## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made as of this 3rd day of January, 2011 between Cachuma Operation and Maintenance Board ("COMB") and HDR Fisheries Design Center ("Consultant") for consulting services as described in this Agreement. The parties agree as follows:

### SECTION I. SERVICES BY CONSULTANT

**Retention.** COMB retains Consultant to perform, and Consultant accepts COMB's retention and agrees to perform, consulting services as specified by COMB. The services to be performed under this Agreement generally involve consulting services for the planning, design, documentation, evaluation, observation, control and testing associated with the implementation of the Lower Santa Ynez River Fish Management Plan and Cachuma Project Biological Opinion. Consultant shall diligently perform the obligations and responsibilities required by this Agreement.

**Task Orders.** This Agreement shall apply to as many projects as COMB and Consultant agree will be performed under the terms and conditions of this Agreement. Each project Consultant performs for COMB shall be designated by a Task Order with the Scope of Work attached as Exhibit "A" to the Task Order. No Task Order shall be binding or enforceable unless and until it has been properly executed by both COMB and Consultant. Each properly executed Task Order shall become a separate supplemental agreement to this Agreement. In resolving potential conflicts between this Agreement and the Task Order pertaining to a specific project, the terms of the Task Order shall control. COMB will provide the Scope of Work to the Consultant that will be mutually agreed upon which will be set forth in each Task Order.

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**Changes to Work, Method, Cost, etc.** Any change in the scope of the work to be done, method of performance, nature of materials or price thereof, to any other matter materially affecting the performance or nature of the work will not be paid for or accepted unless such change, addition or deletion be approved in advance, in writing or by a supplemental or amended Task Order executed by COMB. Consultant's "on-site representatives" have the authority to execute such written change for Consultant.

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**Termination Payment.** If the Services of Consultant are terminated, in whole or in part, Consultant shall be compensated for all services performed and reimbursable costs incurred prior to the date of such termination.

ITEM # 5  
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**SECTION III. INSURANCE**

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**Liability Insurance.** The Consultant shall provide and maintain at all times during the performance of the services under this agreement, the following commercial general liability and automobile liability insurance. Consultant agrees to carry \$1,000,000/\$2,000,000 (occurrence/general and products/completed operations aggregate) of commercial general liability coverage, and agrees to give COMB insured status under its policy using ISO endorsement CG 2010 or equivalent, and to provide a certificate of insurance with an additionally insured endorsement. The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, and blanket contractual liability. The Consultant shall carry automobile insurance for \$1,000,000 for bodily injury and property damage each accident limit. The automobile liability policy shall cover all owned, non-owned, and hired automobiles.

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**General Insurance Provisions.** All insurance coverage, as initially provided and as modified or changed, shall be subject to approval by COMB. Prior to the performance of the Services under this Agreement and at any subsequent time, Consultant shall provide COMB with a Certificate of Insurance (Acord Form 25-S or equivalent) evidencing the above coverage and listing COMB as an additional insured on the general liability policy. If any of the required coverages expire during the term of this Agreement, the Consultant shall deliver the renewal certificate(s) including the general liability additional insured endorsement to COMB at least ten (10) days prior to the expiration date. The above insurance coverage shall not limit the indemnification obligations of Consultant as provided below and the failure to maintain the required coverage shall constitute a material breach of this Agreement.

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**SECTION IV. INDEMNIFICATION**

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- 1) Material breach of this Agreement, Task Order or Task by Consultant;
- 2) Cessation of Consultant to be licensed, as required by law;
- 3) Failure of Consultant to substantially comply with any applicable federal, state or local law or regulation;
- 4) Filing by or against Consultant of any petition under any law for the relief of debtors; and,
- 5) Conviction of Consultant's principal representative or personnel of any crime other than minor traffic offenses.

**Completed Work.** In the event of termination or completion of the Services under this Agreement or any Task Order, Consultant shall, at COMB's request, promptly surrender all completed work, work in progress, and all materials, records and notes developed, procured, or produced pursuant to this Agreement. Consultant may retain copies of such work product as a part of his/her record of professional activity.

**SECTION VI. GENERAL PROVISIONS**

**Notices.** All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if personally served or on the second day after mailing if mailed by first-class mail, registered or certified, return receipt requested, postage prepaid and properly addressed as follows:

To: Kate Rees, General Manager  
Cachuma Operation and Maintenance Board  
3301 Laurel Canyon Road  
Santa Barbara, CA 93105

To Consultant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Any party may change their address for the purpose of this paragraph by giving the other party written notice of the new address in the above manner.

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**Authorized Representatives.** Consultant shall not accept direction or orders from any person other than the Manager or the person(s) whose name(s) is (are) inserted as "other authorized representative(s)" on the Task Orders.

**Assignment.** Neither party to this Agreement shall assign its duties and obligations hereunder without the prior written consent of the other party.

**Independent Contractor.** The parties, in the performance of services under this Agreement, will be acting in an independent contractor relationship and not as agents, employees, or partners of one another. It is the express intention of the parties that Consultant is an independent contractor and not COMB's employee, that the employees of Consultant and Consultant's subcontractors are not COMB's employees and that Consultant, its subcontractors and their employees are not entitled to any of the rights, benefits or privileges attributable to COMB employees. Consultant shall have the control of the means, methods and details of performing the work and shall only be subject to the general direction and supervision of the COMB Manager to ensure the results contracted for are achieved.

**Discrimination.** No person shall be excluded from employment in the performance of this Agreement on the grounds of race, creed, color, sex, age, marital status or place of national origin. Consultant shall comply with all local, state and federal laws relating to equal employment opportunity rights.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**AGENCY**

**CONSULTANT**

**Cachuma Operation and Maintenance Board**

\_\_\_\_\_

By: \_\_\_\_\_  
Kate Rees, General Manager/Secretary

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

# CACHUMA OPERATION AND MAINTENANCE BOARD

## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made as of this 3rd day of January, 2011 between Cachuma Operation and Maintenance Board ("COMB") and Northwest Hydraulic Consultants ("Consultant") for consulting services as described in this Agreement. The parties agree as follows:

### SECTION I. SERVICES BY CONSULTANT

**Retention.** COMB retains Consultant to perform, and Consultant accepts COMB's retention and agrees to perform, consulting services as specified by COMB. The services to be performed under this Agreement generally involve consulting services for the planning, design, documentation, evaluation, observation, control and testing associated with the implementation of the Lower Santa Ynez River Fish Management Plan and Cachuma Project Biological Opinion. Consultant shall diligently perform the obligations and responsibilities required by this Agreement.

**Task Orders.** This Agreement shall apply to as many projects as COMB and Consultant agree will be performed under the terms and conditions of this Agreement. Each project Consultant performs for COMB shall be designated by a Task Order with the Scope of Work attached as Exhibit "A" to the Task Order. No Task Order shall be binding or enforceable unless and until it has been properly executed by both COMB and Consultant. Each properly executed Task Order shall become a separate supplemental agreement to this Agreement. In resolving potential conflicts between this Agreement and the Task Order pertaining to a specific project, the terms of the Task Order shall control. COMB will provide the Scope of Work to the Consultant that will be mutually agreed upon which will be set forth in each Task Order.

### SECTION II. COMPENSATION

**Payment Terms.** Upon completion of work as listed in the Task Order(s), payment is due 30 days after acceptance by COMB, unless otherwise specified in this agreement, in accordance with the Consultant's fee, cost and expense schedule attached as Exhibit "B" to each Task Order. Consultant shall perform the Services outlined in the Task Order(s) on a time and materials basis. Consultant agrees that the maximum amount stated in each Task Order is a "not-to-exceed" amount, which includes all fees, costs and expenses to be paid to Consultant to perform the services outlined.

**Changes to Work, Method, Cost, etc.** Any change in the scope of the work to be done, method of performance, nature of materials or price thereof, to any other matter materially affecting the performance or nature of the work will not be paid for or accepted unless such change, addition or deletion be approved in advance, in writing or by a supplemental or amended Task Order executed by COMB. Consultant's "on-site representatives" have the authority to execute such written change for Consultant.

**Payment Withheld.** If COMB has reasonable grounds for believing that Consultant will be unable to materially perform the Services under this Agreement and each Task Order, or there exists or may exist a claim against Consultant or COMB arising out of the negligence or intentional acts of Consultant or Consultant's material breach of any provision of this Agreement, then COMB may withhold payment of any amount payable to Consultant which is directly related to such breach or negligence.

**Termination Payment.** If the Services of Consultant are terminated, in whole or in part, Consultant shall be compensated for all services performed and reimbursable costs incurred prior to the date of such termination.

### SECTION III. INSURANCE

Consultant shall be solely responsible for maintaining worker's compensation, general liability, automobile and state disability insurance and any other taxes or insurance which Consultant is responsible for paying as an independent contractor under federal, state or local law.

**Liability Insurance.** The Consultant shall provide and maintain at all times during the performance of the services under this agreement, the following commercial general liability and automobile liability insurance. Consultant agrees to carry \$1,000,000/\$2,000,000 (occurrence/general and products/completed operations aggregate) of commercial general liability coverage, and agrees to give COMB insured status under its policy using ISO endorsement CG 2010 or equivalent, and to provide a certificate of insurance with an additionally insured endorsement. The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, and blanket contractual liability. The Consultant shall carry automobile insurance for \$1,000,000 for bodily injury and property damage each accident limit. The automobile liability policy shall cover all owned, non-owned, and hired automobiles.

**Workers' Compensation.** Consultant shall procure and/or maintain in full force and effect during the performance of services pursuant to this Agreement workers' compensation insurance covering its employees in performance of the Services under this Agreement. Consultant shall also require that any subcontractor of Consultant carry similar coverage for its employees.

**General Insurance Provisions.** All insurance coverage, as initially provided and as modified or changed, shall be subject to approval by COMB. Prior to the performance of the Services under this Agreement and at any subsequent time, Consultant shall provide COMB with a Certificate of Insurance (Acord Form 25-S or equivalent) evidencing the above coverage and listing COMB as an additional insured on the general liability policy. If any of the required coverages expire during the term of this Agreement, the Consultant shall deliver the renewal certificate(s) including the general liability additional insured endorsement to COMB at least ten (10) days prior to the expiration date. The above insurance coverage shall not limit the indemnification obligations of Consultant as provided below and the failure to maintain the required coverage shall constitute a material breach of this Agreement.

**Sub-Consultants.** In the event that the Consultant employs other consultants or contractors (sub-consultants) as part of the services covered by this Agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified above.

### SECTION IV. INDEMNIFICATION

Consultant agrees, to the fullest extent permitted by law, to indemnify and hold COMB, its directors, officers, employees, or authorized volunteers harmless from any damage, liability, or cost to the extent caused by Consultant's negligent acts, errors or omissions in the performance of services under this agreement including sub-consultants or others for whom Consultant is legally liable.

### SECTION V. TERMINATION

**Termination without Cause.** COMB may terminate this Agreement or any Task Order for any reason by giving Consultant at least thirty (30) days prior written notice of such termination. Such termination shall not relieve COMB from responsibility for payment for services rendered by Consultant prior to the date of termination but shall relieve COMB of its obligations for the full payment of compensation due under this Agreement (and/or the respective Task Order) for the Services of Consultant after the notice of termination.

ITEM # 5  
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**Termination With Cause.** COMB may terminate this Agreement or any Task Order for cause, effective immediately upon written notice of such termination to Consultant, based upon the occurrence of any of the following events:

- 1) Material breach of this Agreement, Task Order or Task by Consultant;
- 2) Cessation of Consultant to be licensed, as required by law;
- 3) Failure of Consultant to substantially comply with any applicable federal, state or local law or regulation;
- 4) Filing by or against Consultant of any petition under any law for the relief of debtors; and,
- 5) Conviction of Consultant's principal representative or personnel of any crime other than minor traffic offenses.

**Completed Work.** In the event of termination or completion of the Services under this Agreement or any Task Order, Consultant shall, at COMB's request, promptly surrender all completed work, work in progress, and all materials, records and notes developed, procured, or produced pursuant to this Agreement. Consultant may retain copies of such work product as a part of his/her record of professional activity.

**SECTION VI. GENERAL PROVISIONS**

**Notices.** All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if personally served or on the second day after mailing if mailed by first-class mail, registered or certified, return receipt requested, postage prepaid and properly addressed as follows:

To: Kate Rees, General Manager  
 Cachuma Operation and Maintenance Board  
 3301 Laurel Canyon Road  
 Santa Barbara, CA 93105

To Consultant: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Any party may change their address for the purpose of this paragraph by giving the other party written notice of the new address in the above manner.

**Laws, Regulations and Permits.** The Consultant shall give all notices required by law and comply with all laws, ordinances, rules, regulations and permits pertaining to the conduct of the work. The Consultant shall be liable for all violations of the law in connection with work furnished by the Consultant. If the Consultant observes that the project specifications are at variance with any law or ordinance, rule or regulation, he/she shall promptly notify COMB in writing and any necessary changes shall be made by written instruction. If the Consultant performs any work knowing it to be contrary to such laws, ordinances, rules, regulations or permits and without giving notice to COMB, the Consultant shall bear all costs arising therefrom.

**Safety.** The Consultant shall execute and maintain his/her work so as to avoid injury or damage to any person or property. The Consultant shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out his/her work, the Consultant shall at all times exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed and be in compliance with all applicable federal, state and local statutory and regulatory requirements including California Department of Industrial Relations (Cal/OSHA) regulations.

**Authorized Representatives.** Consultant shall not accept direction or orders from any person other than the Manager or the person(s) whose name(s) is (are) inserted as "other authorized representative(s)" on the Task Orders.

**Assignment.** Neither party to this Agreement shall assign its duties and obligations hereunder without the prior written consent of the other party.

**Independent Contractor.** The parties, in the performance of services under this Agreement, will be acting in an independent contractor relationship and not as agents, employees, or partners of one another. It is the express intention of the parties that Consultant is an independent contractor and not COMB's employee, that the employees of Consultant and Consultant's subcontractors are not COMB's employees and that Consultant, its subcontractors and their employees are not entitled to any of the rights, benefits or privileges attributable to COMB employees. Consultant shall have the control of the means, methods and details of performing the work and shall only be subject to the general direction and supervision of the COMB Manager to ensure the results contracted for are achieved.

**Discrimination.** No person shall be excluded from employment in the performance of this Agreement on the grounds of race, creed, color, sex, age, marital status or place of national origin. Consultant shall comply with all local, state and federal laws relating to equal employment opportunity rights.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**AGENCY**

**CONSULTANT**

**Cachuma Operation and Maintenance Board**

\_\_\_\_\_

By: \_\_\_\_\_  
Kate Rees, General Manager/Secretary

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

# CACHUMA OPERATION AND MAINTENANCE BOARD

## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made as of this 3rd day of January, 2011 between Cachuma Operation and Maintenance Board ("COMB") and Melinda L. Fournier ("Consultant") for consulting services as described in this Agreement. The parties agree as follows:

### SECTION I. SERVICES BY CONSULTANT

**Retention.** COMB retains Consultant to perform, and Consultant accepts COMB's retention and agrees to perform, consulting services as specified by COMB. The services to be performed under this Agreement generally involve consulting services for the planning, design, documentation, evaluation, observation, control and testing associated with the implementation of the Lower Santa Ynez River Fish Management Plan and Cachuma Project Biological Opinion. Consultant shall diligently perform the obligations and responsibilities required by this Agreement.

**Task Orders.** This Agreement shall apply to as many projects as COMB and Consultant agree will be performed under the terms and conditions of this Agreement. Each project Consultant performs for COMB shall be designated by a Task Order with the Scope of Work attached as Exhibit "A" to the Task Order. No Task Order shall be binding or enforceable unless and until it has been properly executed by both COMB and Consultant. Each properly executed Task Order shall become a separate supplemental agreement to this Agreement. In resolving potential conflicts between this Agreement and the Task Order pertaining to a specific project, the terms of the Task Order shall control. COMB will provide the Scope of Work to the Consultant that will be mutually agreed upon which will be set forth in each Task Order.

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- 3) Failure of Consultant to substantially comply with any applicable federal, state or local law or regulation;
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To: Kate Rees, General Manager  
Cachuma Operation and Maintenance Board  
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Santa Barbara, CA 93105

To Consultant: \_\_\_\_\_  
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\_\_\_\_\_

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**Discrimination.** No person shall be excluded from employment in the performance of this Agreement on the grounds of race, creed, color, sex, age, marital status or place of national origin. Consultant shall comply with all local, state and federal laws relating to equal employment opportunity rights.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

AGENCY

CONSULTANT

Cachuma Operation and Maintenance Board

\_\_\_\_\_

By: \_\_\_\_\_  
Kate Rees, General Manager/Secretary

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

**COMB FY2011 (January-June) Budget  
Special Projects, Habitat Enhancements, and O & M Support**

JANUARY - JUNE (2nd 6-months)		COMB										With Rollovers		Total	
		Entrix	Stetson	Hanson	HDR-FDC	NHC	BE&K	PP&P	MFourmier	NOAA-SC	CCSE	USGS	Consultant		
6202	1	BO/FMP implementation and technical support:	\$43,500	\$19,500	\$16,000	\$5,000				\$15,000				\$99,000	\$342,698
-	a	BO compliance tasks and support	\$17,500	\$7,000	\$7,500									\$32,000	Special Projects
-	b	AMC and CC participation and technical support	\$6,000	\$2,000	\$3,500									\$11,500	
-	c	Bed and Banks memo	\$9,000	\$3,500	\$0									\$12,500	
-	d	Annual strategic planning meetings	\$2,500	\$1,750	\$1,500									\$5,750	
-	e	Fisheries monitoring program support	\$6,000	\$5,250	\$3,500	\$5,000				\$15,000				\$34,750	
-	f	NMFS Reconsultation support												\$0	
-	g	Project management	\$2,500										\$10,000	\$2,500	
6202	2	GIS and mapping											\$10,000	\$10,000	
6203	3	Grants Technical Support											\$10,000	\$10,000	
5511	4	Integrated Regional Water Management Plan Development											\$2,500	\$2,500	
7000	5	Legal					\$12,500							\$12,500	
6204	6	Santa Ynez River Hydrology Technical Support		\$66,000								\$54,698		\$66,000	
6205	8	USGS Stream Gauge Program									\$2,500			\$2,500	
6206	9	Tri-County Fish Team Funding							\$80,000					\$80,000	
6207	10	Oak Tree Restoration Project						\$5,500						\$5,500	
6208	11	Legislative Fisheries Support													
-	12	Habitat Enhancements:												\$732,676	
6301	a	Conservation Easements											\$10,000	\$10,000	Habitat Enhancements
6302	b	Hillon Creek Channel Enhancement Study					\$17,000							\$17,000	
6303	c	Quiota Creek - Tributary Projects (tech) Support				\$6,200								\$6,200	
6304	d	Quiota Creek - Design support for Crossings 1-5 and 7-9				\$34,476								\$34,476	
6305	e	Quiota Creek Fish Passage Project (Crossing 2, 7 or 8)				\$15,000							\$50,000	\$50,000	
6306	f	Salsipuedes Creek - Jalama Fish Ladder Repair Design											\$15,000	\$15,000	
-	13	Tributary Projects - O & M Support													
4221	a	El Jaro Creek - Rancho San Julian (O&M support)				\$5,000								\$5,000	
4221	b	Quiota Creek - Crossing 6 (O&M support)				\$3,500								\$3,500	
4221	c	El Jaro Creek - Cross Creek Ranch (O&M support)				\$4,000								\$4,000	
		<b>TOTAL:</b>	<b>\$43,500</b>	<b>\$85,500</b>	<b>\$16,000</b>	<b>\$69,176</b>	<b>\$12,500</b>	<b>\$5,500</b>	<b>\$80,000</b>	<b>\$15,000</b>	<b>\$2,500</b>	<b>\$54,698</b>	<b>\$92,500</b>	<b>\$487,874</b>	

ITEM # 5  
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**Cardno ENTRIX**  
**Cachuma Project Fisheries Assistance**  
**Exhibit A**

**Scope of Work**  
**Fiscal Year 2010-2011**  
**January 1 through June 30, 2011**

**TASK 1000**  
**BO/Plan Implementation and Technical Support**  
**Task Budget: \$31,000**

This task is tailored to provide support for the Fisheries MOU which implements the actions outlined in the Cachuma Project Biological Opinion (BO) and Lower Santa Ynez River Fish Management Plan (Plan). The tasks that are authorized under this budget are outlined below. Sub-task budgets are provided.

1301: BO Compliance Tasks and Support \$17,500

ENTRIX is the coordinator of the BO compliance effort. Tasks include technical support, preparation and review of technical reports, coordination among the science advisory committee and legal counsel. This estimate includes conference calls plus limited preparation and follow-up per call.

1302: AMC and CC Participation and Technical Support \$6,000

Ms. Baldrige is the CCRB representative on the AMC. This task includes time for Ms. Baldrige to participate as a member of the AMC. This task is scoped for conference calls, plus preparation and follow-up per call as well as Ms. Baldrige’s participation in a face-to-face meeting of the AMC and CC if necessary. ENTRIX will provide technical support to the CPBS in preparing work products for the AMC and the CC as required.

1304: Bed and Banks Revised Memo \$9,000

This scope of work includes time for ENTRIX to incorporate CDFG and NMFS comments and anticipates memo revisions and model recalculations to finish the Bed and Banks memo.

1306: Annual Strategic Planning Meeting \$2,500

Ms. Baldrige will attend the Cachuma Project annual two-day strategic planning meeting, anticipated to be held in the San Francisco Bay area.

1307: Fisheries Monitoring Program Support \$6,000

This Scope of Work includes time for ENTRIX to review the current fisheries monitoring program and annual report for efficiency and efficacy in meeting the terms and conditions of the BO. Based on this review, recommendations for amendments to the monitoring program may be proposed and submitted to



NMFS for consideration. As requested, ENTRIX will provide analytical support and technical review of the annual report.

1200: Task Management and File Maintenance \$2,500

Time is included for task management, budget coordination and accounting throughout the fiscal year.

**Table 1: Summary of Estimated Fiscal Year 2010-11 ENTRIX Budget from January 1 to June 30, 2011.**

<b>COMB SOW FY 2010-11 (1/1/11-6/30/11)</b>	
<b>Task 1000 - BO/FMP implementation and technical support:</b>	
Task 1301 BO compliance tasks and support	<b>\$17,500</b>
Task 1302 AMC and CC participation and technical support	<b>\$6,000</b>
Task 1304 Bed and Banks memo	<b>\$9,000</b>
Task 1306 Annual strategic planning meetings	<b>\$2,500</b>
Task 1307 Fisheries monitoring program support	<b>\$6,000</b>
Task 1200 Task Management / File Maintenance	<b>\$2,500</b>
<i>Subtotal - Task 1000</i>	<b>\$43,500</b>
<b>TOTAL PROJECT COST</b>	<b>\$43,500</b>



**SCHEDULE OF FEES  
FISCAL YEAR 2010-2011  
CACHUMA CONSERVATION RELEASE BOARD**

<b>PERSONNEL</b>	Technician	\$71 /hr
	Project Assistant	78
	Assistant Staff Scientist/Engineer	91
	Computer/Production Specialist	97
	Technical Editor	97
	Project Coordinator	103
	Staff Scientist/Engineer	103
	Computer Aided Design/Drafting (CADD)	106
	Senior Staff Scientist/Engineer	119
	Project Scientist/Engineer	138
	Senior Project Scientist/Engineer	156
	Senior Consultant	182
	Technical Director	187

Hours spent in expert witness, deposition, or preparation for deposition will be charged at 1½ times normal billing rate.

**EXPENSES** Communication costs of six percent (6%) of total professional labor billings will be charged in lieu of the actual cost of long distance and cellular telephone costs, pager costs, postage costs, facsimile costs, routine black-and-white copying (less than 500 pages), incidental office supplies, and personal computer usage. GIS/Workstation utilization will be charged at \$45.00 per hour. Non-routine black-and-white copies will be charged at \$0.15 per page. All in-house color copies will be charged at \$.75 per 8.5 x 11 page and \$1.00 per 11 x 17 page. Oversized color copies will be as quoted. Each double-sided color or black-and-white copy will be charged as 2 pages. Use of a personal vehicle will be at the current IRS allowable rate (currently \$0.50 per mile) plus fifteen percent (15%) markup. All other costs identifiable to an assignment will be charged at cost plus fifteen percent (15%).

**CONDITIONS** ENTRIX specifies that our services are performed, within the limits prescribed by our Clients, with the usual thoroughness and competence of the environmental consulting profession. No other warranty or representation, either expressed or implied, is included or intended in our proposals, contracts, or reports.

Effective through June 30, 2011

**HDR Fisheries Design Center  
Cachuma Project Fisheries Assistance  
Exhibit A**

**Period of Performance and Scopes of Work  
Fiscal Year 2010-2011  
January 1 through June 30, 2011**

**I. Period of Performance**

The following scope of services is to be completed by ENGINEER within the Fiscal Year beginning January 1, 2011 and ending June 30, 2011.

**II. Scopes of Work FY 10-11**

**Task 1: BO/FMP implementation and technical support      Task Estimated Cost: \$ 5,000**

Task 1.1 Fisheries monitoring program support      *Estimated Cost: \$ 5,000*

ENGINEER will review, evaluate, and develop technical elements of fisheries related monitoring programs being implemented by COMB. Activities are anticipated to include background research, concept development, text development, and production of schematics supportive of program development. Data collection, review, synthesis and meeting attendance will be performed as directed by COMB.

*Deliverables: Anticipated deliverables include miscellaneous text, calculations, data reviews, and meeting attendance as directed by COMB.*

**Task 2: Habitat Enhancements      Task Estimated Cost: \$ 29,700**

Task 2.1 El Jaro Creek at Rancho San Julian project –O&M technical      *Estimated Cost: \$ 5,000*

ENGINEER will provide technical assistance to COMB corresponding to the operation, maintenance, and performance review of the Rancho San Julian project. Tasks are anticipated to include: refinement of monitoring methods and procedures; hydraulic review of fishway performance; troubleshooting of general operation and maintenance issues; review of miscellaneous technical data collected by COMB; assistance in preparation of an annual performance evaluation report. Activities will be performed by ENGINEER as directed by COMB.

*Deliverables: Anticipated deliverables include miscellaneous text, calculations, data reviews, and meeting attendance as directed by COMB.*

Task 2.2 Quiota Creek Crossing 6 – O&M technical      *Estimated Cost: \$ 3,500*

ENGINEER will provide technical assistance to COMB corresponding to the performance evaluation of the Quiota Creek Crossing 6 restoration project. Tasks are anticipated to include: refinement of monitoring methods and procedures; hydraulic

review of the four grade control rock weirs; review of miscellaneous technical data collected by COMB; assistance in preparation of an annual performance evaluation report. Activities will be performed by ENGINEER as directed by COMB.

*Deliverables: Anticipated deliverables include miscellaneous text, calculations, data reviews, and meeting attendance as directed by COMB.*

Task 2.3 Quiota Creek Fish Passage Program – technical support Estimated Cost: \$ 6,200

ENGINEER will continue to support COMB in the implementation of fish passage projects along Quiota creek synonymous with the results presented in the Quiota Creek Watershed Fish Passage Enhancement Plan. Activities conducted under this task shall include:

- Incorporation of data, narratives, and figures into the existing Quiota Creek Watershed Fish Passage Enhancement Plan,
- Support of grant writing activities,
- Concept development and preparation of concept drawings,
- Preparation of concept level engineer’s construction cost opinions,
- Preparation of project descriptions and development of technical data, and
- Coordination with agencies and local governments in regards to fish passage guidelines.

*Deliverables: Anticipated deliverables include miscellaneous text, figures, calculations, data reviews, and meeting attendance as directed by COMB.*

Task 2.4 Salsipuedes Creek Jalama Road Fish Ladder – re-design Estimated Cost: \$ 15,000

ENGINEER will work with COMB, NMFS and CDFG to re-design the Jalama Road Fish Ladder weirs on Salsipuedes Creek.

*Deliverables: 100% regulatory approved designs ready for construction for the reworking of the weirs through the fish ladder.*

**Task 3: Quiota Creek Fish Passage Design for Crossings 1-5 and 7-9**  
**Task Estimated Cost: \$ 34,476**

ENGINEER will complete the final design documents from the current design level to 100% with Santa Barbara County and regulatory agency approval. Final design documents will be wet sealed by a California Registered Professional Engineer and submitted to CCRB for project grant proposal writing and construction bidding.

*Deliverables: 100% regulatory approved designs ready for construction for the reworking of the weirs through the fish ladder.*

**TOTAL ESTIMATED TASK ORDER COST: \$ 69,176**

HDR Fisheries Design Center  
GIG HARBOR  
STANDARD RATE SCHEDULE\*

	Hourly Rate
Natl Fisheries Tech Advisor	269
National Fisheries Director	254
Senior Water Resources Engineer	186
Senior Electrical Engineer	183
Structural Engineer/Proj Mgr	166
Senior Fish Biologist	166
Senior Mechanical Engineer	162
Senior Civil Engineer	161
Water Resources Engineer	154
Senior Mechanical Engineer	150
Electrical Engineer	134
Environmental Scientist	131
Civil Engineer	129
Mechanical Engineer	120
Environmental Biologist	119
Senior Engineering Tech	116
Fish and Wildlife Biologist	103
Project Controller	98
Civil EIT	89
CADD Technician	81
Administrative Assistant	61
Technology Charge	\$3.70/Hour
Copies	\$0.05/Copy
Mileage	\$0.51/Mile
Plots	At Cost
Airfare, Lodging and Meals	At Cost
Subconsultants	Cost plus 5%
Expert Witness	1.5 x Billable Rate

FIELD EQUIPMENT USE

Fishery Sampling Equipment	As Quoted
Water Quality Sampling Equipment	As Quoted
Laboratory Analyses	As Quoted

\* Hourly rates for personnel include labor, general and administrative overh  
General and Administrative overhead does not include the technolok

January 3, 2011

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## Northwest Hydraulic Consultants Cachuma Project Fisheries Assistance

### Scope of Work Fiscal Year 2010-2011 January 1 through June 30, 2011

#### **Task 1. Post-project Reporting and Technical Support**

Provide periodic site visits, survey measurements, and flow measurements related to hydraulic performance of the project for fish passage. Provide summary report on post-construction monitoring and observations. Provide recommendations for erosion control and fish passage structure maintenance activities prior to the 2010/2011 flood season.

The total estimated cost for Task 1 is \$4,000.

#### **Task 2. Hilton Creek Channel Enhancement Study**

Provide a summary report with potential channel enhancement projects for southern steelhead on Hilton Creek between the Upper Release Point and the confluence of the creek with the Lower Santa Ynez River mainstem. The recommended projects should have preliminary drawings and be prioritized with the decision making criteria well described.

The total estimated cost for Task 1 is \$17,000.

**TOTAL TASK ORDER COST: \$21,000**

**SCHEDULE OF STANDARD CHARGES**  
(Effective 1 Nov 2010)

<u>LABOR</u>	<u>FEE RATE</u> <u>(\$/hr)</u>
Principal	229.32
Sr. Project Engineer	229.32
Senior Engineer	168.15
Engineer	123.32
Jr. Engineer	104.21
GIS Specialist	94.69
Sr. Technician/Drafter	111.01
Technician/Drafter	75.10
Word Processor/Secretary	77.42
Administrator	107.78

**Handling Charges, Fees**

Markup on Subconsultants	10%
Markup on Reimbursables	10%
Markup on Travel/Subsistence	10%

**Reproduction**

Photocopies:	
B&W 8½ x 11	\$0.10
B&W 11 x 17	\$0.15
Color 8½ x 11	\$1.00
Color 11 x 17	\$2.00
Transparencies	\$1.50

**Plotting**

Plots, 11 x 17, color	\$1.00
Plots, bond, D size, B&W/color	\$2.00
Plots, mylar, D size	\$12.00
Plots, oversize (running foot)	\$2.00

Refer to separate schedules for field and laboratory equipment charges.

## Schedule of Special Charges

**nhc**

### Transportation:

	cost per day	cost per week
Inflatable or Pontoon (incl. motor)	\$125	\$500
Aluminum boat and trailer (incl. motor)	\$175	\$700
4x4 Truck	\$45	\$200
	rate per mile	
4x4 Truck per mile charge	\$0.45	
Auto Mileage (Personal Auto)	\$0.50	

### Equipment

	cost per day	cost per week
Bathymetric Survey Package <sup>1</sup>	\$350	\$1,750
Digital Sounder	\$100	\$400
RTK GPS (survey grade)	\$250	\$1,250
Total Station	\$150	\$600
Survey Level	\$50	\$200
Current Meter (standard)	\$70	\$300
ADCP	\$150	\$600
Turbidimeter	\$120	\$500
Ponar/Ekman/Secchi Package	\$50	\$200
Suspended Sediment Sampler	\$50	\$200
Bedload Sediment Sampler	\$50	\$200

<sup>1</sup> Bathymetric Survey Package comprises digital sounder and survey grade GPS.



**Melinda Fournier, Oak Tree Revegetation Field Specialist  
Cachuma Project Fisheries Assistance**

**SCOPE OF WORK  
Fiscal Year 2010-2011  
January 1 through June 30, 2011**

**CACHUMA LAKE OAK TREE RESTORATION PROGRAM  
Second Half of Program Year 6  
January 1, 2011 through June 30, 2011**

The following Tasks 1 through 7 will summarize services to be delivered by Ms. Melinda Fournier and her crew in the implementation of the Modified Oak Tree Restoration Program at the Cachuma Lake Recreation Area, related to tree losses associated with the Federal Steelhead Fish Recovery Project for the second half Planting Year 6, January 1, 2011 through June 30, 2011.

This sixth year of Oak tree planting efforts along several planting sites bordering the Cachuma Lake shorelines and Bradbury Dam facility is the last year of Installation effort proposed in the Cachuma Lake Oak Tree Replacement Program. This planting and maintenance program is intended to substantially replace tree losses around lakeshore boundaries that are a result of saturation and inundation of waters due to the higher elevations of surcharge events. A five year outplanting effort of at least 375 trees per year has been completed at this date for the Cachuma Lake Oak Tree Restoration Program occurring in, or around, December 2005, 2006, 2007, 2008 and 2009. Maintenance and monitoring activities within the irrigation weaning program are detailed in the Modified Oak Tree Restoration Program, (November 1, 2005) and are still in progress. Maintenance will continue for three years after Year 6 Installation efforts are completed.

Planting activities for Year 1 and 2 were conducted within the non-disturbed Storke Flats pasture area, bordering CA Hwy 154 along the south side of the lake approximately 2 miles south of Cachuma Lake Park. Planting activities for Year 3, 4, and 5 were conducted below the Bradbury Dam structure and were all executed within excavated areas, disturbed during the retrofit activities related to the Federal Steelhead Fish Enhancement Project or other construction activities related to fish recovery projects. Preliminary Costs for future efforts related to the second six months of project Year 6 are attached to this SOW for Fiscal Year June 30, 2010 through July 1, 2011.

**TASK 1. Project Development and Planning**

Completed 12/31/10

## TASK 2. Material Collection and Fabrication

Completed 12/31/10

## TASK 3. Oak Tree Installation

Ms. Fournier and her crew will provide all labor and services necessary to plant approximately 375 native species of Oak trees consisting of 90% Coast Live Oak and 10% Valley Oak trees beginning January 1, 2011, after weather cools and winter rains begin. Installation techniques will follow the same guidelines as the Year 1 through Year 5 outplanting efforts at Storke Flats and Bradbury Dam. Up to #375 trees will be planted at Storke Flats along the south facing shore line area at the easternmost edge of the pasture location. Excessive tree loss was documented along the shoreline in this area due to a marsh-type flooding of the flattened shores of Storke Flats. Planting at this site is intended to develop a successive woodland to the area of impact that will create a future tree line at a slightly higher elevation, thus outside of the inundation zone. This particular area will directly benefit from this restoration effort for generations to come, both esthetically and environmentally. The diversity of woodlands, creek beds, meadows, and scrub areas will be preserved or re-established in the selection of all tree planting locations within project zones.

All tree planting techniques for wild land settings will follow the specifications detailed in the Modified Oak Tree Planting Plan, October 2005 (page 3). Ms. Fournier will provide all equipment, labor, materials, operating expenses, and management necessary to complete the proposed installation in a timely manner, weather and access permitting.

### **Second Half of Fiscal Year 2010/11**

At this time, the proposed schedule of planting at Storke Flats will occur on January 1, 2011 or shortly thereafter. Services beginning in January 2011 will include mowing of entire project areas to aid in future access, fire issues, and removal of invasive weeds within the planting sites. At least #375 Oak trees will be planted in the excavated holes within this site. After planting, trees will be mulched with native Oak fodder collected under adjacent mature tree canopies and each tree will be mulched according to the Oak tree planting techniques of this program. Fencing materials will be purchased (rebar posts and chx wire) and cut to provide the specified deer protective fencing of each individual tree. Each tree will be assigned a number for recording purposes and affixed with a metal tag at each tree site. After planting, all trees will be watered, as needed according to specific weather conditions. Ms. Fournier will be responsible for payment to any subcontractors or services necessary to the completion of the tree installation for Project Year 6, within the Scope of this Proposal. All irrigation water is supplied by the Districts at District expense. A monthly summary of gallons used will be submitted to management with summary statements.

#### **TASK 4. Understory Installation**

At the direction of management during the development of the Cachuma Lake Oak Tree Restoration Program, the Scope of Work will minimize extensive efforts and expense towards understory propagation and outplanting, while supporting environmental diversity and habitat development within the planting zones of the Oak Tree Restoration Program each year.

With the intention of preserving all habitat types within a wild land setting, including meadows and grasslands, work involved with the Understory Task includes a sporadic clustering of woody understory species thriving in adjacent areas along the southern lake shores and bordering mountain slopes. Such species may include elderberry, toyon, ceanothus, California coffeeberry, willow, lemonadeberry and chemise. These plants will enhance ecosystem development when planted along with, or adjacent to the Oak tree plantings, without becoming invasive, as with the sage and coyotebush abundantly present in many areas surrounding the lake.

Project efforts may include purchase or propagation by cutting or seed, of available species for outplanting in winter 2010/11 along with the Oaks. Budget constraints and propagule availability will dictate the numbers planted.

Installation of understory plants will include site selection, weed clearing, and planting. Planting will be conducted after the on-coming of winter rains, and soil saturation, after the completion of the Oak Tree Planting Task 4. This simple effort will include hand planting in native, un-amended soils with the development of a watering well around the base of the plant. Maintenance may include support watering only until plants take hold, if necessary through the winter months of the first year. No long term maintenance is proposed.

#### **TASK 5. Field Maintenance and Monitoring**

Field maintenance of Oak tree plantings will occur intensively in the first year after planting. Watering activities are conducted by hand using a water truck, pumps and hoses to individually access each tree to deliver approximately 10 gallons of water per tree per application through the deep water tube and a saturation of the water basin constructed around each tree at planting. All trees will be closely monitored for health and survival through the winter months after outplanting. Ms. Fournier will inspect all areas up to two times per week for tree health and environmental conditions which may affect project success, and initiate associated activity where needed. After winter rains have ceased, and the ground begins to dry, watering applications will be initiated to all planted trees. The deep watering technique applied to these wild land projects requires a dedicated and attentive first year maintenance program to insure the tree's adaptation from nursery container to native conditions. Support watering will be applied to all trees through the dry season and until the return of fall or winter rains. First year watering frequencies will be conducted at the discretion of Ms. Fournier, applying her knowledge of soils, saturation, weather patterns and plant requirements. Watering may occur at a frequency of five day intervals (July, August) and fluctuate to monthly (April or October) in reaction to weather conditions and exposures.

Watering activities should be reduced to no more than two applications per month through the dry months of the second summer season after planting, if reasonably normal rainfall patterns are experienced during the winter season of that year. By that time all trees should have adapted to native conditions and begun to drive their tap root down to reach receding ground moisture, thus weaning their dependency on support watering.

If winter rainfall events remain near normal, the third summer should mark the beginning point of the two year self-sufficiency needed to complete the program. Monitoring and documentation is maintained on an ongoing basis throughout this program to record the period of self-sufficiency and individual tree health status. Trees will be monitored for health and survival during the two years after withdrawing water applications to verify self-sufficiency and attain project completion.

All equipment, labor, water pumps, hoses and operating expenses are included in this Scope of Work. Water is provided by the Districts, at District expense.

**Proposed Schedule for field watering 2010-2011:**

<u>January 1, 2011-June 30, 2011</u>	Year 1 trees: monitor for self-sufficiency
	Year 2 trees: monitor for self-sufficiency
	Year 3 trees: monitor for self-sufficiency
	Year 4 trees@Bradbury Dam: Self-sufficient
	Year 5 trees@Bradbury Dam: Irrigate: 1-2 times/Mo
	Year 6 trees@ Bradbury Dam and Storke Flats: Irrigate: Weekly

\*\*Note: Spring irrigation estimated to begin in or around the first of April (normal year)  
\*\*Note: Cost of water is not included in the Scope of Work, and must be provided at or near the project area from high volume flow access.

**TASK 6. Nursery Operations**

Ms. Fournier will provide location, labor, materials and operating expenses to conduct all nursery operations related to this Scope of Work.

The nursery site in Los Alamos will remain available for the collection and stockpiling of any materials or plants necessary to implement this program.

**TASK 7. Meetings and Reporting**

Melinda Fournier will continue to provide an outline summary each month, submitted with the billing invoice for the previous month's work. This summary provides a simple accounting of the efforts and tasks in-progress or completed, on a monthly basis.

An Annual Progress Report will be submitted to management in June (end of fiscal year) of each project year, or on timely notice from management as needed for reporting purposes. This report will detail the overall conditions and status of all phases of the project. This report will be simple and concise and serve as a communication tool from the field to management. Ms. Fournier will also keep a digital photo record of all phases of the Cachuma Oak Tree Restoration Program, from Year 1 through completion, saved on C.D. and available to management on request.

Field visits or office meetings with management or Bureau of Reclamation personnel necessary for proper implementation of project specifications, or for reporting purposes, will be conducted by Ms. Fournier as needed during the outplanting and maintenance activities detailed in this Scope.

**Second Half of Fiscal Year 2010/2011**

Projected Costs of Efforts Contributed 01/01/11 through 06/30/11

<u>TASK</u>	<u>COST BUDGET PER TASK</u>
TASK 1. PROJECT DEVELOPMENT AND PLANNING (Year 6 at Storke Flats)	0
TASK 2. MATERIAL COLLECTION AND FABRICATION	0
TASK 3. OAK TREE INSTALLATION (YEAR 6) (Year 6 at Storke Flats)	21,901
TASK 4. UNDERSTORY INSTALLATION	3,500
TASK 5. FIELD MAINTENANCE AND MONITORING (1/01/11 – 6/30/11)	35,552
TASK 6. NURSERY OPERATIONS	2,100
TASK 7. MEETINGS AND REPORTING	3,300
<hr/>	
<b>TOTAL BUDGET COSTS PER TASK.....</b>	<b>\$66,353</b>
10% CONTINGENCY FOR UNEXPECTED DELAYS OR COSTS	6,635
	<hr/>
<b>TOTAL BUDGET January 1, 2011 through June 30, 2011</b>	
<b>A Portion of Planting Year 6 .....</b>	<b>\$72,988.00</b>

## WILDLAND REVEGETATION SERVICES RATES AND CHARGES

### PROFESSIONAL AND LABOR RATES

**LEVEL 1. Technical Services:** Includes services dealing with project management, plan development, horticultural or mechanical specialization, field monitoring, reporting and documentation, managerial/communication responsibilities. (Primarily conducted by M.L. Fournier)

**Technical Services Rate: \$85.00/hr**

**LEVEL 2. Field Management and Supervisory Services:** Includes in-field responsibilities related to supervision of laborers, subordinates, or subcontractors; equipment operation, or in the assistance of technical services or data collection. (Primarily conducted by Z.D. Fournier)

**Supervisory Services Rate: \$55.00/hr**

**LEVEL 3. Field or Project Laborer Services:** Includes planting and maintenance, manual labor with no decision-making responsibilities. May include small equipment operation such as weed-eaters, mowers, and pumps.

**Labor Services Rate: \$27.00/hr**

### TOOLS AND EQUIPMENT RATES

- **4 WD TRUCK AND 750 GALLON GOOSENECK PUMP WATER TRAILER:**  
Used in wildland irrigation maintenance to manually deliver water to individual trees.  
**Standard Rate: \$205.00 per day plus expenses. (One, Level 2 Operator and one**

laborer required)

**Field Project Rate: \$385.00/Tank Applied. (Includes Hourly equipment and operation**

expenses.)

- **3.5 HP Water Pumps** Rate: \$35.00/day
- **11 HP Water Pumps** Rate: \$55.00/day
- **Small Gas Power Tools:** Rate: \$25.00/day (chainsaw, weedeaters, hand auger)

Melinda L. Fournier, Revegetation Field Specialist

Post Office Box 1751, Santa Ynez, California 93460 541 Hill Street, Los Alamos, California 93440  
(805)344-1909 office (805)331-4843 mobile (805)688-5277 fax mlffrees@aol.com e-mail

## PROFESSIONAL HISTORY

California Polytechnic State University, Bachelor of Science Degree, Agricultural Business Management, 1978.

Kal Kan Foods, Inc., Irvine, California. Product Development Technologist, Pilot Plant Technician. Responsible for test product development and production, critical analysis of test data, and field marketing research. 1979-1980.

Hvolboll/Johnson Construction and Development. Solvang, California. Landscape Manager. Responsible for landscape care and management of all company-owned commercial and residential properties, design and installation of landscape at residential model homes, irrigation system installation and maintenance, and chemical pest and weed control. 1981-1984.

Self Employed: Yard 'n Garden Landscape, Santa Ynez, California. Melinda L. Fournier, owner/operator. Full service landscape maintenance and remodeling company. Licensed California State Pest Control Applicator. Responsible for all landscape maintenance applications, pest and weed control, irrigation control and repair. 1985-2001.

Melinda L. Fournier, Consultant, Revegetation Field Specialist.. 1991-Present..  
Specializing in wild land Oak tree replacement projects in Santa Barbara County.

## FIELD PROJECT REFERENCES, 1991- present

\***Triton Oil/Torch Operating Company**, Rancho El Roblar Lease, Los Alamos, CA. 1991 – Oak Tree Mitigation: Project specifications require outplanting of #130 coast live oaks with the goal of successful establishment and release in three years. Results: Development of tap-root, deep watering irrigation method applicable to wild land establishment and adaptation to self-sufficiency. Project 100% released by S.B. County P&D Energy Division Biologists, 1994.

\***Unocap Pipeline**, Point Pedernales Pipeline Project Right-of-Way, Oak Tree Mitigation Project, 1994. Requested by Unocap to bring proprietary knowledge to redefine and modify the failed Point Pedernales Pipeline Oak Tree Replacement Project in Lompoc, California. Project specifications required seed collection, propagation of approximately 2000 five gallon sized Oak trees, out planting along specific pipeline Right-of Way locations, and maintenance to develop 6' or taller, self-sufficient trees prior to project release. Success included partial release along all sections of the pipeline route, and establishment of replacement tree nursery in Los Alamos, California. This project was ultimately bought out by Plains Exploration and Development in 2004, at which time internal personnel took over responsibility of all re-veg programs.

\***Unocap Pipeline/ConocoPhillips Company**, Point Pedernales Pipeline Project ROW. Oak tree and Bishop Pine tree Replacement Projects. Lompoc Oil and Gas facility to the Orcutt Pump Station, pipeline ROW revegetation. Project responsibilities include seed collection, propagation and outplanting of coast live Oak trees and Bishop pine trees along specific pipeline Right-of-Way locations between Lompoc, CA and Santa Maria, CA. The establishment of 178 Bishop Pines qualified for full project release in 2002. The success of required numbers of self-sufficient 6' or larger Oak trees resulted in complete release of two pipeline sections in 2004, with partial release along the remaining sections. This project is currently still in progress, pending full release.

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\***ConocoPhillips Company**, Orcutt Pump Station, Orcutt, California, Landscape and Screening Project. 2003 –Present. Responsible for maintenance and monitoring of the native landscape bordering the Orcutt Pump Station facility, as detailed in the operating permit conditions. Efforts include landscape management of the transition from non-native to native species and development of sufficient large tree establishment to buffer the view shed to bordering residential areas. Proper plant hydration, irrigation system maintenance and modifications, weed control, back-up and replacement planting, and general landscape care services are included in the responsibilities at this location.

\***Lopez Dam Seismic Retrofit Project**, Arroyo Grande, San Luis Obispo, California.  
Post-construction re-vegetation project subcontracted by JM Land Restoration, Bakersfield, California.  
2002: Begin propagation of plants and trees required for future planting within the disturbed areas below the Lopez Lake Dam. Propagules included toyon, CA coffeeberry, blackberry, elderberry, sycamore and willow.  
2003 Install all required plants and trees at the Lopez Dam site according to project specifications.  
2004 Re-visit site and plant for loss replacement as required. Project release – November 2004.

\***Nipomo Creek, Nipomo, California. Tosco Corporation, Riparian and upland revegetation**, post pipeline repair. Propagate and plant creekbed native plants to restore riparian habitat after pipeline repair construction. Plants include mugwort, blackberry and willow. Upland areas are dominant with coyote bush and native grass and wildflower re-seeding.

\***Torch Operating Company/Nuevo Energy Company. Black-flowered Figwort Project**. 1997-2004.  
Project began with trans-planting effort of existing plants prior to construction of Gas Plant retention basin at the Lompoc Oil and Gas facility, Lompoc, California.  
1998 – Study species habitat, develop propagation techniques and propagate 1300 one-gallon size plants for out planting towards habitat development and mitigation responsibilities.  
2000 – Plant 1200 individuals within the approved site. Water and care for all plants for two years prior to final count and release in 2003.

\***ERA Energy/Shell Oil Company**, Vintage Lease, Dominion Road, Orcutt, California. Contaminated soil excavation project, post-construction re-vegetation of Oak trees and Chaparral flora.  
2003 – 2005: Work in conjunction with DFG to restore habitat, implement erosion control applications, and replace tree losses incurred during the excavation of sub-surface contaminant. Sub-contracted by Golden Hills Redevelopment, Bakersfield, California.

\***Cachuma Conservation Release Board/Santa Ynez River Water Conservation District Id.#1. Oak Tree and Understory Replacement Program**. 2005 - Present. Responsibilities include organization, management and implementation of the tree replacement program at Cachuma Lake in Santa Barbara County, California, related to tree losses around lake boundaries incurred over time from the elevated water levels of the 3' surcharge events of the Federal Fish Recovery Program. Responsibilities include operation and management of propagation nursery in Los Alamos, CA, planning and organization of program guidelines, management and implementation of field installation techniques, management and implementation of 3 year maintenance program after installation, and reporting and documentation.

\***Understory Enhancement Project at Cachuma Lake**. 2005 – Present. Plan and implement a supporting understory installation effort annually along with the Oak tree planting effort to enhance and diversify the habitat within the developed oak woodland areas. Responsibilities include native species selection, propagation as needed, nursery care and management, site selection, planting and maintenance.

\***Cachuma Conservation Release Board. Quiota Creek Project, Refugio Road, Santa Ynez, CA**. 2009.  
Services included project planning and consultation, material selection, collection and delivery, planting supervision and labor in the replacement of Oaks, willows, CA sycamores and alders required in the



remediation of losses incurred during the construction of bridge and associated streambed improvements along the upper crossing of the Quiota Creek on Refugio Road in Santa Ynez, related to the Steelhead Fish Recovery Program.

**\*Cachuma Operations and Maintenance Board.** Lauro Retention Basin Enlargement Project, Plant and Tree Remediation Project. 2010 - Present. Responsible for vegetative mediation associated with exposures or losses incurred by the construction efforts and future high water elevations of the enlargement of the Lauro Retention Basin. Project includes planning and implementation of all stages of project development including planning, planting, maintaining and reporting of the effort and success of #65 SB Honeysuckle and #100 *Quercus agrifolia* trees, included in the restoration project.

**STETSON ENGINEERS**  
**Cachuma Project Fisheries Assistance**

**SCOPE OF WORK**  
**Fiscal Year 2010-2011**  
**January 1 through June 30, 2011**

The scope of work in conjunction with the Cachuma Project consists of the following tasks for Fiscal Year 2010 – 2011.

**TASK 1: BO/FMP IMPLEMENTATION/ TECHNICAL SUPPORT        \$19,500**

**a) Task 1.1 - BO Compliance Tasks and Technical Support (\$7,000)**

This sub-task provides support for any technical refinements for miscellaneous studies involving compliance with the BO/FMP. This sub-task includes oversight on making sure current releases are meeting target flows and evaluation for possible passage releases, and possible revisions to passage supplementation protocols and releases to meet 1.5 cfs target flow protocols.

**b) Task 1.2 - AMC and CC Participation and Technical Support (\$2,000)**

Participate in AMC and CC process. Review AMC and CC submittals.

**c) Task 1.3 - Bed and Banks Memo Technical Support (\$3,500)**

This sub-task provides support for any technical refinements that may be required for the flood frequency, channel forming flows, and aerial photo evaluation for the bed and banks study.

**d) Task 1.4 - Annual Strategic Planning Meeting (\$1,750)**

Participate in the annual strategic planning meeting.

**e) Task 1.5 – Fisheries Monitoring Program Support (\$5,250)**

This sub-task provides hydrologic data and analyses to support the fisheries monitoring and annual compilation reports.

**TASK 3: SANTA YNEZ RIVER HYDROLOGY SUPPORT        \$66,000**

**a) Task 3.1 – Hydrologic Support for the Fisheries Program**

This sub-task provides hydrologic support for analyzing operations in the SYR basin and operations for the Fisheries Program.

**b) Task 3.2 – Riverware Model Implementation and Technical Training**

This sub-task includes RiverWare model implementation and technical training. This task could include using models for the purpose of Cachuma Project yield analysis. It would also include support by developing and providing GIS coverages and figures as needed. The work may also include application of the RiverWare model for passage flow releases and maintenance of flows at Alisal Bridge.

**TOTAL TASK ORDER COST: \$85,500**



## Standard Fee Schedule

Effective November 1, 2009

Principal	\$185.00	Per Hour
Special Project Director	\$185.00	Per Hour
Project Manager, Senior	\$173.00	Per Hour
Supervisor I	\$173.00	Per Hour
Supervising Soil Scientist	\$165.00	Per Hour
Supervisor II	\$163.00	Per Hour
Supervisor III	\$155.00	Per Hour
Senior I	\$147.00	Per Hour
Senior II	\$131.00	Per Hour
Senior III	\$121.00	Per Hour
Construction Manager	\$120.00	Per Hour
Construction Manager / Oversight	\$105.00	Per Hour
Senior Construction Inspector	\$105.00	Per Hour
Senior Field Geologist	\$120.00	Per Hour
Senior Associate	\$110.00	Per Hour
Associate I	\$105.00	Per Hour
Associate II	\$100.00	Per Hour
Associate III	\$95.00	Per Hour
Associate Soil Scientist	\$95.00	Per Hour
Senior Assistant	\$92.00	Per Hour
Assistant I	\$89.00	Per Hour
Assistant II	\$84.00	Per Hour
Assistant III	\$79.00	Per Hour
GIS Manager	\$105.00	Per Hour
GIS Specialist I	\$89.00	Per Hour
GIS Specialist II	\$79.00	Per Hour
Technical Illustrator	\$79.00	Per Hour
AutoCAD Technician	\$79.00	Per Hour
Soil Technician	\$70.00	Per Hour
Aide I	\$68.00	Per Hour
Aide II	\$58.00	Per Hour
Aide III	\$53.00	Per Hour
Project Coordinator I	\$121.00	Per Hour
Project Coordinator II	\$89.00	Per Hour
Project Coordinator III	\$79.00	Per Hour
Contract Management	\$95.00	Per Hour
Administrative I	\$68.00	Per Hour
Administrative II	\$58.00	Per Hour
Administrative III	\$53.00	Per Hour

## Direct Expense Rates

Expense Description	Billing Rate
Fax (In-House)	\$.30 / sheet
CAD (In-House)	\$15.00 / hour
GIS Expense (In-House)	\$15.00 / hour
Specialty Computer Expense (In-House)	\$5.00 / hour
Mileage	\$.*/ mile
Reproduction B & W (In-House)	\$.15 / sheet
Reproduction Color 8.5 x 11 (In-House)	\$.89 / sheet
Reproduction Color 11 x 17 (In-House)	\$1.89 / sheet
Plotter Reproduction (In House)	\$1.50 / sq. ft
4 x 4 Truck w/Drill Rig	\$150.00 / day
Survey Equipment	\$120.00 / day

\* Mileage is billed at the current IRS approved mileage rate and may be subject to change.

All other project reimbursable expenses (i.e., telephone, commercial transportation , meals, lodging , postage, outside reproduction, etc.) and Subcontractor Fees are subject to a 5% administration fee.

Note: Testimony fees are 150% of standard rates and apply to depositions, court time and time spent on stand-by at attorneys request. Travel Time and preparation time is charged at standard rates. Stetson Engineers Inc. authorizes only staff at associate classification or higher to testify as expert witnesses.

**Hanson Environmental, Inc.**  
**Cachuma Project Fisheries Assistance**

**Scope of Work**  
**Fiscal Year 2010-2011**  
**January 1 through June 30, 2011**

The scope of work for Hanson Environmental, Inc. during fiscal year 2010-2011 January 1 through June 30, 2011 for professional services associated with the Cachuma Operation and Maintenance Board fishery management plan activities, performed under the direct supervision of Dr. Charles H. Hanson, are briefly outlined below.

**Biological Opinion/Fishery Management Plan/Adaptive Management Committee (AMC): \$16,000**

Activities in support of the National Marine Fisheries Service (NMFS) biological opinion, Santa Ynez River fish management plan, and adaptive management committee include:

Task 1 BO Compliance Tasks and Support - - activities include participation in the BO compliance documentation preparation; review of technical reports and study plans; participation in coordination and review meetings and conference calls. The estimated budget for Task 1 is **\$7,500**.

Task 2 AMC and CC Participation and Technical Support - activities include participation in the review and comment on draft technical memorandum and other documents prepared for the AMC; participation in AMC conference calls and one meeting in Santa Barbara; identification of recommendations for specific investigations and/or analyses to help address AMC management issues. The estimated budget for Task 2 is **\$3,500**.

Task 3 Participation in the Annual Strategy Meeting - activities include participation in one two-day meeting to review and discuss key issues and strategies regarding implementation of the fishery management and monitoring program and reconsultation and compliance with the NMFS Biological Opinion. The estimated budget for Task 3 is **\$1,500**.

Task 4 Consultation on Fishery Monitoring Activities - activities include review and comment on monitoring plans and proposals; consultation regarding data analysis and protocols; review and comment on technical reports documenting results of the fishery and habitat monitoring; participation in the development, implementation, and

documentation of specific fishery and habitat investigations conducted in compliance with the NMFS biological opinion.

The estimated budget for Task 4 is **\$3,500**.

**TOTAL TASK ORDER COST: \$16,000**

Based on the tasks and scope of work outlined above, the total estimated budget for Hanson Environmental professional services in support of the Santa Ynez River fishery management program and associated activities during fiscal year 2010-2011 (1/1/11-6/30/11) is **\$16,000**.

**Hanson Environmental, Inc.**  
**132 Cottage Lane**  
**Walnut Creek, CA 94595-1361**  
**(925) 937-4606 (office)**  
**(925) 937-4608 (fax)**

**Fees for Professional Services for January 1 through December 31, 2011**

<b>LABOR RATES (subject to escalation at 3% per year)</b>	<u><b>\$/hr</b></u>
Senior Scientist/Principal	
Charles H. Hanson, Ph.D.	190
Jud Monroe, Ph.D.	150
Scientist	
Bio-statistician	100 - 125
Hydrologist	100 - 125
Computer Modeler	100 - 125
Project Manager	90 - 125
Research Assistant	
Field Supervisor	85 - 100
Database Manager	85 - 100
Computer Graphics	85 - 100
GIS Mapper	85 - 100
Editor	85 - 100
Technical Report Research/Draft	75 - 90
Technician	
Field Data Collection Technician	65 - 90
Word Processing/Graphics	65 - 90
Technician	60 - 75
Data Input Clerk	60 - 75

**REIMBURSABLE EXPENSES**

Other project-related costs, including but not limited to the following items, are billed as direct cost plus 15 percent to cover associated general and administrative expense:

- Postage, freight and other shipping charges;
- Transportation - personal auto expense will be billed at current IRS allowable rate (currently \$0.50/mile) plus bridge tolls;
- Lodging and subsistence expenses (including meals if an overnight stay is required);
- Rental or purchase of materials and equipment;
- Telephone calls, telegrams and faxes;
- Subcontracts/Outside Services; and
- Duplication and report production expenses.

**Equipment Rental**

- Boat rental will be billed at \$250 per day (8 hours) (gasoline, boat oil, and launch fees will be billed at actual cost, plus 15%);
- Multiline P4 Water Quality Meter will be billed at \$100 per day;
- YSI DO Meter will be billed at \$100 per day; and
- Miscellaneous equipment (nets, beach seine, crab pots, outerwear, float coats, etc.) will be billed at \$50 - \$100 per day.

Note: As stated above, rental of equipment from outside sources will be billed at cost plus 15%.



# Cachuma Operation & Maintenance Board

## Updated Budget

Fiscal Year 2010 - 2011

1/1/2011

Account Number	Account Name	Budget
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### OPERATIONS DIVISION

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#### OPERATION & MAINTENANCE EXPENSES

<i>LABOR</i>		
3100	LABOR - Operations Field Crew	821,762
<b>TOTAL</b>		<b>821,762</b>
<i>VEHICLES &amp; EQUIPMENT</i>		
3201	VEHICLE/EQUIP MTCE	25,000
3202	FIXED CAPITAL	10,000
3203	EQUIPMENT RENTAL	5,000
3204	MISC	5,000
<b>TOTAL</b>		<b>45,000</b>
<i>CONTRACT LABOR</i>		
3301	CONDUIT, METER, VALVE	12,000
3302	BUILDINGS & ROADS	10,000
3303	RESERVOIRS	25,000
3304	ENGINEERING, MISC SVCS	30,000
<b>TOTAL</b>		<b>77,000</b>
<i>MATERIALS &amp; SUPPLIES</i>		
3401	CONDUIT, METER, VALVE & MISC	25,000
3402	BUILDINGS & ROADS	12,000
3403	RESERVOIRS	10,000
<b>TOTAL</b>		<b>47,000</b>
<i>OTHER EXPENSES</i>		
3501	UTILITIES	6,500
3502	UNIFORMS	2,500
3503	COMMUNICATIONS	20,000
3504	USA & OTHER SERVICES	4,000
3505	MISC	8,000
3506	TRAINING	4,000
<b>TOTAL</b>		<b>45,000</b>
<b>TOTAL O &amp; M EXPENSE</b>		<b>1,035,762</b>

# Cachuma Operation & Maintenance Board

Updated Budget  
Fiscal Year 2010 - 2011

1/1/2011

Account Number	Account Name	Budget
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## OPERATIONS DIVISION

### GENERAL AND ADMINSTRATIVE EXPENSES

5000	DIRECTORS FEES	12,000
5100	LEGAL & AUDIT	75,000
5150	UNEMPLOYMENT TAX	0
5200	LIABILITY & PROPERTY INSURANCE	38,000
5201	HEALTH & WORKERS COMP.	73,647
5250	PERS	41,362
5339	FICA/MEDICARE	19,827
5300,1,6	ADMIN. SALARIES	229,636
5310	POSTAGE / OFFICE SUPPLIES	7,000
5311	OFFICE EQUIPMENT / LEASES	6,200
5312	MISC. ADMIN. EXP.	10,000
5313	COMMUNICATIONS	6,000
5314	UTILITIES	7,000
5315	MEMBERSHIP DUES	6,050
5316	ADMIN. FIXED ASSETS	5,000
5318	COMPUTER CONSULTANT	15,000
5325	EMPLOYEE EDUCATION/SUBSCRIPTIONS	3,000
5330	ADMIN TRAV & CONFERENCES	3,000
5331	PUBLIC INFO	1,000
5332	TRANSPORTATION	1,000
<b>TOTAL GENERAL &amp; ADMINISTRATIVE</b>		<b>559,722</b>

### SPECIAL G & A EXPENSES

5510	Integrated Regional Water Mgmt Plan	25,000
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### SPECIAL PROJECTS

6062	SCADA	46,500
6090-1	COMB Bldg/Grounds Repair	50,000
6092	SCC Improv Plan & Design	130,000
6095	SCC Valve & Control Sta. Rehabilitation	35,000
6096	SCC Structure Rehabilitation	60,000
6097	GIS and Mapping	41,000
6100	Sanitary Survey	51,260
<b>TOTAL SPECIAL PROJECTS</b>		<b>413,760</b>

<b>TOTAL OPERATIONS DIVISION BUDGET</b>	<b>2,034,244</b>
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# Cachuma Operation & Maintenance Board

## Updated Budget

Fiscal Year 2010 - 2011

1/1/2011

Account Number	Account Name	Budget
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### FISHERIES DIVISION

OPERATION & MAINTENANCE EXPENSES

<b>LABOR</b>		
<b>4100</b>	LABOR - Biology Field Crew	174,838
<b>TOTAL</b>		<b>174,838</b>
<b>VEHICLES &amp; EQUIPMENT</b>		
<b>4270</b>	VEHICLE/EQUIP MTCE	9,500
<b>4280</b>	FIXED CAPITAL	9,000
<b>4290</b>	MISCELLANEOUS	1,500
<b>TOTAL</b>		<b>20,000</b>
<b>CONTRACT LABOR</b>		
<b>4220</b>	METERS & VALVES	3,000
<b>4221</b>	FISH PROJECTS MAINTENANCE	12,500
<b>TOTAL</b>		<b>15,500</b>
<b>MATERIALS &amp; SUPPLIES</b>		
<b>4390</b>	MISCELLANEOUS	3,600
<b>TOTAL</b>		<b>3,600</b>
<b>OTHER EXPENSES</b>		
<b>4502</b>	UNIFORMS	1,650
<b>TOTAL</b>		<b>1,650</b>
<i>O &amp; M Expense Rollover Funds</i>		(23,150)
<b>TOTAL O &amp; M EXPENSE</b>		<b>192,438</b>

GENERAL AND ADMINSTRATIVE EXPENSES

<b>5401</b>	HEALTH & WORKERS COMP.	7,022
<b>5450</b>	PERS	5,887
<b>5439</b>	FICA/MEDICARE	3,010
<b>5400</b>	ADMIN. SALARIES	38,899
<b>5410</b>	POSTAGE / OFFICE SUPPLIES	6,500
<b>5411</b>	OFFICE EQUIPMENT / LEASES	3,250
<b>5412</b>	MISC ADMIN EXP	919
<b>5414</b>	UTILITIES	3,500
<b>5415</b>	MEMBERSHIP DUES	2,000
<b>5416</b>	ADMIN FIXED ASSETS	3,500
<b>5418</b>	COMPUTER CONSULTANT	5,000
<b>5430</b>	ADMIN TRAVEL	3,000
<b>7000</b>	LEGAL	12,500
<i>G &amp; A Expense Rollover Funds</i>		(16,400)
<b>TOTAL GENERAL &amp; ADMINISTRATIVE</b>		<b>78,587</b>

**Cachuma Operation & Maintenance Board**  
**Updated Budget**  
*Fiscal Year 2010 - 2011*

1/1/2011

Account Number	Account Name	Budget
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**FISHERIES DIVISION**

**SPECIAL G & A EXPENSES**

<b>5511</b>	Integrated Regional Water Mgmt Plan	5,000
	<i>IRWMP Rollover Funds</i>	(2,500)

**SPECIAL PROJECTS**

<b>6201</b>	BO/FMP Implementation	99,000
	<i>BO/FMP Implementation Rollover Funds</i>	(90,000)
<b>6202</b>	GIS and Mapping	10,000
<b>6203</b>	Grants Technical Support	10,000
	<i>Grants Technical Support Rollover Funds</i>	(5,000)
<b>6204</b>	SYR Hydrology Technical Support	66,000
	SYR Hydrology Technical Support	(45,500)
<b>6205</b>	USGS Stream Gauge Program	54,698
	<i>USGS Stream Gauge Program Rollover Funds - County Betterment F</i>	(54,698)
<b>6206</b>	Tri County Fish Team Funding	2,500
<b>6207</b>	Oak Tree Restoration Program	80,000
	<i>Oak Tree Restoration Program Rollover Funds</i>	(5,000)
<b>6208</b>	Legislative & Steelhead Funding Support	5,500
	<i>Legislative &amp; Steelhead Funding Support Rollover Funds</i>	(1,500)
<b>6300</b>	<b>Habitat Enhancements</b>	
<b>6301</b>	Conservation Easements	10,000
	<i>Conservation Easements Rollover Funds</i>	(5,000)
<b>6302</b>	Hilton Creek Channel Enhancement	17,000
	<i>Hilton Creek Channel Enhancement Rollover Funds</i>	(12,000)
<b>6303</b>	Tributary Project	6,200
	<i>Tributary Project Rollover Funds</i>	(1,200)
<b>6304</b>	Engineering Designs - QC	34,476
	<i>Engineering Designs - Board Approved Unexpended Funds</i>	(34,476)
<b>6305</b>	Quiota Creek - ORI Match Funds	50,000
	<i>Quiota Creek - ORI Match Funds - Board Approved Unexpended F</i>	(50,000)
<b>6306</b>	Jalama Repair Design	15,000
	<i>Jalama Repair Design - Board Approved Unexpended Funds</i>	(15,000)
<b>TOTAL SPECIAL PROJECTS</b>		<b>141,000</b>
<b>TOTAL FISHERIES DIVISION BUDGET</b>		<b>414,525</b>
<b>TOTAL COMB BUDGET</b>		<b>2,448,769</b>

**Notes:**

- Rollover Funds originated from the July - December 2010 CCRB Budget which are committed for ongoing fisheries activities and administrative expenses transferred into COMB. Unexpended Funds from those activities will be identified in the FY 2010-11 Audit.
- Bond Repayment Line Item removed

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## CACHUMA OPERATION & MAINTENANCE BOARD

Updated Budget Allocation for FY 2010-11

### OPERATIONS DIVISION

(Ops Div Admin costs) \$559,722 / (Total Ops Div Budget) \$2,034,244 = 27%

1/1/2011

Operations Division G&A Salaries =

\$364,472 (Salaries, W/C, Pers, Fica, Health)

ID#1 Allocated Costs	Percentage	DOLLAR \$
Directors Fees	20.00%	\$ 2,400
G&A Salaries and Benefits		
40% of 364,472 =	\$145,789	
60% of 364,472 x 27% =	\$59,044	
	\$204,833	
Remaining G & A @ 27%	10.31%	\$ 21,118
27% of \$183,250.	\$49,478	\$ 5,101
Buildings-Grounds Repair/Sanitary Survey	10.31%	\$ 10,440
<b>TOTAL</b>		<b>\$ 39,059</b>

SCMU Allocated Costs		
MEMBER UNIT	Percentage	DOLLARS \$
Goleta Water District	40.42%	\$ 806,454
City of Santa Barbara	35.88%	\$ 715,872
Carpinteria Valley Water District	12.20%	\$ 243,413
Montecito Water District	11.50%	\$ 229,446
<b>TOTAL</b>	<b>100.00%</b>	<b>\$ 1,995,185</b>

TOTAL Operations Division Budget		
MEMBER UNIT	Actual %	DOLLARS \$
Goleta Water District	39.64%	\$ 806,454
City of Santa Barbara	35.19%	\$ 715,872
Carpinteria Valley Water District	11.97%	\$ 243,413
Montecito Water District	11.28%	\$ 229,446
Santa Ynez River Wtr Conserv Dist, ID#1	1.92%	\$ 39,059
<b>TOTAL</b>	<b>100.00%</b>	<b>\$ 2,034,244</b>

### FISHERIES DIVISION

O & M, G & A, Special Projects plus rollover funds from CCRB		
MEMBER UNIT	Percentage	DOLLARS \$
Goleta Water District	36.25%	\$ 225,393
City of Santa Barbara	32.19%	\$ 200,149
Carpinteria Valley Water District	10.94%	\$ 68,022
Montecito Water District	10.31%	\$ 64,105
Santa Ynez River Wtr ConservDist, ID#1	10.31%	\$ 64,105
<b>TOTAL</b>	<b>100.00%</b>	<b>\$ 621,775</b>

Rollover Funding provided exclusively by SCMU's = \$207,250

MEMBER UNIT	Percentage	DOLLARS \$
Goleta Water District	40.42%	\$ (83,764)
City of Santa Barbara	35.89%	\$ (74,383)
Carpinteria Valley Water District	12.20%	\$ (25,279)
Montecito Water District	11.50%	\$ (23,824)
Total Rollover Funds applied to Ongoing Activites	100.00%	\$ (207,250)

MEMBER UNIT		DOLLARS \$
Goleta Water District		\$ 141,629
City of Santa Barbara		\$ 125,767
Carpinteria Valley Water District		\$ 42,743
Montecito Water District		\$ 40,281
Santa Ynez River Wtr ConservDist, ID#1		\$ 64,105
<b>Total Fisheries Division Budget</b>		<b>\$ 414,525</b>

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**CACHUMA OPERATION & MAINTENANCE BOARD**

**FY 2010 - 2011 Budget Allocation (cont'd)**

<b>MEMBER UNIT TOTALS (Fiscal Year 2010-11)</b>	<b>Actual %</b>	<b>DOLLARS \$</b>
Goleta Water District	38.72%	\$ 948,083
City of Santa Barbara	34.37%	\$ 841,639
Carpinteria Valley Water District	11.69%	\$ 286,155
Montecito Water District	11.01%	\$ 269,728
Santa Ynez River Wtr Consv Dist, ID#1	4.21%	\$ 103,164
<b>TOTAL</b>	<b>100.00%</b>	<b>\$ 2,448,769</b>

<b>1st and 2nd Qtr COMB Budget Assessments</b>		<b>DOLLARS \$</b>
Goleta Water District		\$ (532,575)
City of Santa Barbara		\$ (473,039)
Carpinteria Valley Water District		\$ (122,605)
Montecito Water District		\$ (115,618)
Santa Ynez River Wtr Consv Dist, ID#1		\$ (17,035)
<b>TOTAL</b>		<b>\$ (1,260,872)</b>

<b>Warren Act Trust Fund Offset</b>	<b>Percentage</b>	<b>DOLLARS \$</b>
Goleta Water District	36.25%	(\$19,773)
City of Santa Barbara	32.19%	(\$17,558)
Carpinteria Valley Water District	10.94%	(\$5,967)
Montecito Water District	10.31%	(\$5,624)
Santa Ynez River Wtr Consv Dist, ID#1	10.31%	(\$5,624)
<b>TOTAL</b>	<b>100.00%</b>	<b>(\$54,546)</b>

<b>3rd and 4th Qtr Budget Assessments (FY 2010-11)</b>		<b>DOLLARS \$</b>
Goleta Water District		\$197,868
City of Santa Barbara		\$175,521
Carpinteria Valley Water District		\$78,792
Montecito Water District		\$74,243
Santa Ynez River Wtr Consv Dist, ID#1		\$40,253
<b>TOTAL</b>		<b>\$566,676</b>

Formula for allocating costs:

- 1) Bond re-payment line item has been removed
- 2) Directors fees subtracted from admin costs and are allocated equally among all member units using .20 as multiplier
- 3) Admin Costs are divided by total budget to reach percentage
- 4) G & A Salaries/Benefits are subtracted from admin costs - 40% of that number is used for all 5 MU's allocation
- 5) Remaining G & A Salaries/Benefits (60%) are multiplied by admin percentage for all 5 MU's allocation
- 6) The remaining G & A is allocated for all 5 MU's
- 7) Remaining Operations Budget is allocated to SCMU's
- 8) Fisheries Division - O&M, G&A, Special projects less rollover funds from 1st 6 month CCRB Budget

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