



**Agenda Item A.8**  
**CONSENT CALENDAR**  
**Meeting Date: December 16, 2025**

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**TO:** Mayor and Councilmembers

**SUBMITTED BY:** Luz “Nina” Buelna, Public Works Director

**PREPARED BY:** Teresa Lopes, Principal Engineer

**SUBJECT:** Public Works Professional Services Amendments with MNS Engineers, Inc. and DKS Associates, Inc.

**RECOMMENDATION:**

- A. Authorize the City Manager to execute Amendment No. 2 to Agreement No. 2024-087 with MNS Engineers, Inc. for Professional Design Services Agreement for the preparation of engineering cost estimates and graphics to support the Development Impact Fee Nexus Study, increasing the agreement amount by \$45,000 for a total not-to-exceed amount of \$201,282;
- B. Authorize the City Manager to execute Amendment No. 2 to Agreement No. 2025-058 with DKS Associates, Inc. for Professional Design Services Agreement to continue providing traffic engineering services, increasing the agreement amount by \$55,000, for a total not-to-exceed amount of \$100,000, and extending the termination date to June 30, 2027; and
- C. Authorize a budget appropriation in the amount of \$45,000 as identified in Table 4 of the Fiscal Impacts section of the staff report.

**BACKGROUND:**

Public Works staff has engaged private consultants to perform a variety of professional services for the City since its incorporation in 2002. Public Works selected and executed agreements with the following consultants from the City’s approved pre-qualified consultant list, approved by City Council on January 17, 2023, or through a request for proposal to provide various professional services for the Public Works Department. The information below summarizes the services being provided by each consultant, proposed amendments and agreements, justification, and recommended actions.

## DISCUSSION:

### MNS Engineers, Inc. (MNS)

The Department of Public Works selected MNS to provide engineering services for the City from the City's 2023 prequalified consultant list, which was approved by the City Council on January 17, 2023. MNS was selected to enter into a Professional Design Services Agreement to provide engineering cost estimate support for the DIF Nexus Study Update.

Under this agreement, MNS is responsible for developing current cost estimates for transportation projects identified in the updated Goleta Traffic Model (prepared by DKS). The scope of work includes:

- Confirming the format and applied percentage factors used in transportation project development cost estimates;
- Verifying and updating project graphics;
- Updating cost estimates and graphics for existing capital improvement projects;
- Preparing new cost estimates and project graphics for newly identified capital projects; and
- Preparing draft and final cost estimate reports.

A Professional Design Services Agreement with MNS was approved by City Council on August 20, 2024. Amendment No. 1 extending the termination date of the agreement to June 30, 2026, was approved by City Manager on December 2, 2025. See Attachment 2 for Agreement No. 2024-087 and Amendment No. 1.

Amendment No. 2 to this agreement (Attachment 1) will increase the not-to-exceed amount by \$45,000, for a total not-to-exceed amount of \$201,282, to continue development of transportation projects identified in the DIF Nexus Study Update.

### DKS Associates, Inc. (DKS)

The Department of Public Works selected DKS to provide traffic engineering services for the City from the City's 2023 prequalified consultant list, which was approved by the City Council on January 17, 2023. An agreement with DKS was approved by Council on July 1, 2025, for DKS to deliver a range of traffic engineering services, including conducting field reviews of transportation concerns, preparing field and staff reports, presenting transportation-related items at City Council meetings, reviewing land development requirements, reviewing traffic control plans, assisting City staff with traffic signal maintenance, performing monthly traffic data collection, and completing other traffic engineering duties as requested by the City. Amendment No. 1 to this agreement was executed on September 29, 2025, to add National Data Services (NDS) as a subconsultant to perform location-specific traffic counts. See Attachment 4 for Agreement No. 2025-058 and Amendment No. 1.

Amendment No. 2 to this agreement (Attachment 3) will increase the not-to-exceed amount of the DKS agreement by \$55,000, for a new total not-to-exceed amount of \$100,000, to continue providing the traffic engineering services described above and to extend the termination date to June 30, 2027.

### **FISCAL IMPACTS:**

These amendments are funded by a combination of existing budget appropriations and new DIF appropriations. The DKS amendment is fully funded within the current FY 2025-26 budget. The MNS amendment requires an additional \$45,000, which is recommended to be appropriated from available DIF fund balances as shown in Table 4.

**Table 1 – Estimated Costs and Funding for Amendments**

<b>Vendor</b>	<b>Project Components</b>	<b>Estimated Total Costs</b>	<b>Funding Source</b>	<b>Funding Amounts</b>
DKS	General Traffic Engineering Services	\$55,000	220-90-9002-57070	\$45,000
			101-50-5200-51200	\$10,000
<b>Total:</b>		<b>\$55,000</b>	<b>Total:</b>	<b>\$55,000</b>
MNS	DIF Nexus Study Update – Engineering Cost Estimate Support	\$45,000	220-50-5200-51200	\$5,625
			221-50-5200-51200	\$5,625
			222-50-5200-51200	\$5,625
			223-50-5200-51200	\$5,625
			229-50-5200-51200	\$5,625
			234-50-5200-51200	\$5,625
			235-50-5200-51200	\$5,625
			238-50-5200-51200	\$5,625
<b>Total:</b>		<b>\$45,000</b>	<b>Total:</b>	<b>\$45,000</b>

**Table 2 – MNS Agreement Funding**

<b>Project Components</b>	<b>Project Costs</b>	<b>Funding Source</b>	<b>Funding Amounts</b>
DIF Nexus Study Update – Engineering Cost Estimate Support	\$201,282	220-50-5200-51200	\$59,625
		221-50-5200-51200	\$59,625
		222-50-5200-51200	\$53,907
		223-50-5200-51200	\$5,625
		229-50-5200-51200	\$5,625
		234-50-5200-51200	\$5,625
		235-50-5200-51200	\$5,625
		238-50-5200-51200	\$5,625
<b>Total:</b>	<b>\$201,282</b>	<b>Total:</b>	<b>\$201,282</b>

**Table 3: DKS Agreement Funding**

Project Components	Estimated Costs	Funding Source	Funding Amounts
General Traffic Engineering Services	\$100,000	101-50-5200-51200	\$55,000
		220-90-9002-57070	\$45,000
<b>Total:</b>	<b>\$100,000</b>	<b>Total:</b>	<b>\$100,000</b>

Public Works staff is recommending the following budget appropriations. The MNS amendment requires an additional \$45,000 in funding.

**Table 4 – Recommended Budget Appropriations**

Fund Type	From	Account To	Amount
DIF	Fund Balance	220-50-5200-51200	\$5,625
DIF	Fund Balance	221-50-5200-51200	\$5,625
DIF	Fund Balance	222-50-5200-51200	\$5,625
DIF	Fund Balance	223-50-5200-51200	\$5,625
DIF	Fund Balance	229-50-5200-51200	\$5,625
DIF	Fund Balance	234-50-5200-51200	\$5,625
DIF	Fund Balance	235-50-5200-51200	\$5,625
DIF	Fund Balance	238-50-5200-51200	\$5,625
		<b>Total</b>	<b>\$45,000</b>

**ALTERNATIVES:**

The City Council can elect not to approve the amendments and agreements discussed herein; however, this would result in significant delays to the initiation and completion of the work associated with the capital improvement projects.

**LEGAL REVIEW BY:** Isaac Rosen, City Attorney

**APPROVED BY:** Robert Nisbet, City Manager

**ATTACHMENTS:**

1. Amendment No. 2 to Professional Design Services Agreement No. 2024-087 with MNS Engineers, Inc
2. Professional Design Services Agreement 2024-087 with MNS Engineers, Inc. and Amendment No. 1
3. Amendment No. 2 to Professional Design Services Agreement No. 2025-058 with DKS Associates, Inc.

- 4.** Professional Design Services Agreement 2025-058 with DKS Associates, Inc. and Amendment No. 1

## **ATTACHMENT 1**

Amendment No. 2 to Professional Design Services Agreement No. 2024-087 with MNS  
Engineers, Inc.

**AMENDMENT NO. 2  
TO A PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF GOLETA  
AND  
MNS ENGINEERS, INC**

This **Amendment No. 2** to the Professional Services Agreement by and between the **City of Goleta**, a municipal corporation ("City") and **MNS ENGINEERS, INC** ("Consultant") dated August 20, 2024 ("Agreement," Agreement No. 2024-087) is made on this 16th day of December 2025.

**SECTION A. RECITALS**

1. This Agreement is for the purpose of preparing the CITY's 2025 Development Impact Fee Nexus Study and Traffic Model Update; and
2. This Agreement has been amended to extend the term (Amendment No. 1); and
3. The Agreement currently provides for the total compensation amount not to exceed \$156,282; and
4. The parties desire to amend the Agreement so as to provide for additional compensation in the amount of \$45,000 for continued tasks; and
5. The City Council approved this Amendment No. 2, on this 16th day of December 2025.

**SECTION B. AMENDED TERMS**

**Now therefore** City and Consultant agree that the Agreement be, and hereby is, amended as follows:

1. **Subsection (a) of Section 3. COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of 45,000 and to read in its entirety:

**(a) Maximum and Rate.** The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$201,282 (herein "not-to-exceed amount") and shall be earned as the work progresses.

Hourly at the hourly rates and with reimbursement to CONSULTANT for those expenses set forth in CONSULTANT's Schedule of Fees marked Exhibit "B,"

City of Goleta  
Amendment No. 2 to Agreement No. 2024-087  
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attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until June 30, 2026, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager as described in Section 5 (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

- 2. Except as otherwise specifically provided herein, all other provisions of the Agreement shall remain in full force and effect.

**In concurrence and witness whereof**, this Amendment No. 2 has been executed by the parties effective on the date and year first above written.

**CITY OF GOLETA**

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Robert Nisbet, City Manager

**ATTEST:**

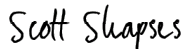
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Deborah Lopez, City Clerk

**CONSULTANT**

Signed by:  
  
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Darren Riegler, CEO

Signed by:  
  
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Miranda Patton, Secretary

**APPROVED AS TO FORM:**  
ISAAC ROSEN, CITY ATTORNEY

Signed by:  
  
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\_\_\_\_\_  
Scott Shapses, Deputy City Attorney



## **ATTACHMENT 2**

Professional Design Services Agreement No. 2024-087 with MNS Engineers, Inc. and  
Amendment No. 1

Project Name: 2024 DIF Update Phase 2

**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN THE CITY OF GOLETA  
AND  
MNS ENGINEERS, INC**

This AGREEMENT FOR PROFESSIONAL SERVICES (herein referred to as "AGREEMENT") is made and entered into this <sup>20</sup> day of August, 20<sup>24</sup>, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **MNS ENGINEERS, INC**, a California Corporation (herein referred to as "CONSULTANT").

**SECTION A. RECITALS**

1. The CITY has a need for professional services for the purpose of preparing the CITY's 2024 Development Impact Fee Nexus Study and Traffic Model Update; and
2. The CITY does not have the personnel able and/or available to perform the services required under this AGREEMENT, and therefore, the CITY desires to contract for professional services to accomplish this work; and
3. The CITY procured these services in compliance with Goleta Municipal Code Section 3.05.260; and
4. The City Council, on this 20th day of August, 2024, approved this AGREEMENT and authorized the City Manager to execute the AGREEMENT

**SECTION B. TERMS**

**1. RETENTION AS CONSULTANT**

CITY hereby retains CONSULTANT, and CONSULTANT hereby accepts such engagement, to perform the services described in Section 2. CONSULTANT warrants it has the qualifications, experience, and facilities to properly and timely perform said services.

**2. DESCRIPTION OF SERVICES**

The services to be performed by CONSULTANT are as follows:

City of Goleta  
Public Works Department and MNS Engineers, Inc.  
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Professional Services in conjunction with the 2024 Development Impact Fee update shall generally include update of the Goleta Traffic Model and preparation of the Nexus Study update as more particularly set forth in the Scope of Work, attached as Exhibit "A," and incorporated herein.

CONSULTANT shall deliver to CITY the deliverables defined in Exhibit "A."

### **3. COMPENSATION AND PAYMENT**

(a) **Maximum and Rate.** The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$156,282 (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

Hourly at the hourly rates and with reimbursement to CONSULTANT for those expenses set forth in CONSULTANT's Schedule of Fees marked Exhibit "B," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until December 31, 2025, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager as described in Section 5 (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

(b) **Payment.** CONSULTANT shall provide CITY with written verification of the actual compensation earned, which written verification shall be in a form satisfactory to CITY's Project Manager, as described in Section 5. Invoices shall be made no more frequently than on a monthly basis, and describe the work performed (including a list of hours worked by personnel classification). All payments shall be made within 30 days after CITY's approval of the invoice.

### **4. EXTRA SERVICES**

CITY shall pay CONSULTANT for those CITY authorized extra services, not reasonably included within the services described in Section 2, as mutually agreed to writing in advance of the incurrence of extra services by CONSULTANT. Unless CITY and CONSULTANT have agreed in writing before the performance of extra services, no liability and no right to claim compensation for such extra services or expenses shall exist. The applicable hourly rates for extra services shall be at the hourly rates set forth in Exhibit B, if one is included as part of this agreement. Any compensation for extra services shall be part of

the total compensation and shall not increase the not to exceed amount identified in Section 3.

#### **5. CITY PROJECT MANAGER AND SERVICES BY CITY**

The services to be performed by CONSULTANT shall be accomplished under the general direction of, and coordinate with, CITY's "Project Manager", as that staff person is designated by CITY from time to time, and who presently is Gerald Comati. Project Manager shall have the authority to act on behalf of the CITY in administering this AGREEMENT but shall not be authorized to extend the term of the AGREEMENT or increase the not to exceed amount.

#### **6. TERM, PROGRESS AND COMPLETION**

The term of this AGREEMENT is from the date first written above to December 31, 2025, unless term of this AGREEMENT is extended, or the AGREEMENT is terminated as provided for herein.

CONSULTANT shall not commence work on the services to be performed until (i) CONSULTANT furnishes proof of insurance as required by Section 10 below, and (ii) CITY gives written authorization to proceed with the work provided by CITY's Project Manager.

#### **7. OWNERSHIP OF DOCUMENTS**

All drawings, designs, data, photographs, reports and other documentation (other than CONSULTANT's drafts, notes and internal memorandum), including duplication of same prepared by CONSULTANT in the performance of these services, are the property of CITY. CITY shall be entitled to immediate possession of the same upon completion of the work under this AGREEMENT, or at any earlier or later time when requested by CITY. CITY agrees to hold CONSULTANT harmless from all damages, claims, expenses, and losses arising out of any reuse of the plans and specifications for purposes other than those described in this AGREEMENT, unless written authorization of CONSULTANT is first obtained.

#### **8. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR**

This AGREEMENT is for professional services which are personal to CITY. Shawn Kowalewski is deemed to be specially experienced and is a key member of CONSULTANT's firm, and shall be directly involved in the performance of this work. This key person shall communicate with, and periodically report to, CITY on the progress of the work. Should any such individual be removed from assisting in this contracted work for any reason, CITY

may terminate this AGREEMENT. This AGREEMENT may not be assigned or subcontracted without the City Manager's prior written consent.

## **9. HOLD HARMLESS AND INDEMNITY**

**(a) Hold Harmless for CONSULTANT's Damages.** CONSULTANT holds CITY, its elected officials, officers, agents, and employees, harmless from all of CONSULTANT's claims, demands, lawsuits, judgments, damages, losses, injuries or liability to CONSULTANT, to CONSULTANT's employees, to CONSULTANT's contractors or subcontractors, or to the owners of CONSULTANT's firm, which damages, losses, injuries or liability occur during the work required under this AGREEMENT, or occur while CONSULTANT is on CITY property, or which are connected, directly or indirectly, with CONSULTANT's performance of any activity or work required under this AGREEMENT.

**(b) Defense and Indemnity of Third-Party Claims/Liability.** CONSULTANT shall investigate, defend, and indemnify CITY, its elected officials, officers, agents, and employees, from any claims, lawsuits, demands, judgments, and all liability including, but not limited to, monetary or property damage, lost profit, personal injury, wrongful death, general liability, automobile, infringement of copyright/patent/trademark, or professional errors and omissions arising out of, directly or indirectly, an error, negligence, or omission of CONSULTANT or any of CONSULTANT's officers, agents, employees, representatives, subconsultants, or subcontractors, or the willful misconduct of CONSULTANT or any of CONSULTANT's officers, agents, employees, representatives, subconsultants, or subcontractors, in performing the services described in, or normally associated with, this type of contracted work. The duty to defend shall include any suits or actions concerning any activity, product or work required under this AGREEMENT, and also include the payment of all court costs, attorney fees, expert witness costs, investigation costs, claims adjusting costs and any other costs required for and related thereto.

**(c) No Waiver.** CITY does not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this section because of the acceptance by CITY, or the deposit with CITY, of any insurance certificates or policies described in Section 10.

## **10. INSURANCE**

CONSULTANT shall, at CONSULTANT's sole cost and expense, provide insurance as described herein. All insurance is to be placed with insurers authorized to do business in the State of California with an A.M. Best and

Company rating of A- or better, Class VII or better, or as otherwise approved by CITY.

Insurance shall include the following (or broader) coverage:

- a) Insurance Services Office Commercial Liability coverage "occurrence" form CG 00 01 or its exact equivalent with an edition date prior to 2004 and with minimum limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate.
- b) Insurance Services Office form number CA 00 01 or equivalent covering Automobile Liability, including hired and non-owned automobile liability with a minimum limit of \$1,000,000 per accident. If the Service Provider owns no vehicles, this requirement may be satisfied by a non-owned and hired auto endorsement to Service Provider's commercial general liability policy.
- c) Workers' Compensation insurance complying with California worker's compensation laws, including statutory limits for workers' compensation and an Employer's Liability limit of \$1,000,000 per accident or disease.
- d) Professional liability insurance that covers the services to be performed in connection with this agreement, in the minimum amount of \$1,000,000 per claim.

Liability insurance policies required to be provided by CONSULTANT hereunder shall contain or be endorsed to contain the following provisions:

- a) Except for professional liability insurance, CITY, its employees, officials, agents and member agencies shall be covered as additional insureds. Coverage shall apply to any and all liability arising out of the work performed or related to the contract. Additional insured status under the general liability requirement shall be provided on Insurance Services Office Form CG 20 10, with an edition date prior to 2004, or its equivalent. Additional insured status for completed operations shall be provided either in the additional insured form or through another endorsement such as CG 20 37, or its equivalent.
- b) General and automobile liability insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage will not be limited to CITY's vicarious liability.

- c) Professional liability insurance policies inception date, continuity date, or retroactive date must be before the effective date of this agreement. CONSULTANT agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.
- d) Except for professional liability insurance, liability coverage shall be primary and non-contributing with any insurance maintained by CITY.
- e) Evidence of coverage (including the workers' compensation and employer's liability policies) shall provide that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after 30 days' prior written notice has been given to CITY. Such provision shall not include any limitation of liability of the insurer for failure to provide such notice.
- f) No liability insurance coverage provided to comply with this AGREEMENT shall prohibit CONSULTANT, or CONSULTANT's employees, or agents, from waiving the right of recovery prior to a loss. CONSULTANT waives its right of recovery against CITY.
- g) CONSULTANT agrees to deposit with CITY within fifteen days of Notice to Proceed of the Contract certificates of insurance and required endorsements.
- h) There shall be no recourse against CITY for payment of premiums or other amounts with respect to the insurance required to be provided by CONSULTANT hereunder. Any failure, actual or alleged, on the part of CITY to monitor compliance with these requirements will not be deemed as a waiver of any rights on the part of CITY. CITY has no additional obligations by virtue of requiring the insurance set forth herein. In the event any policy of insurance required under this AGREEMENT does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments.
- i) CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against CONSULTANT arising out of the work performed under this AGREEMENT. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

#### **11. RELATIONSHIP OF CONSULTANT TO CITY**

The relationship of the CONSULTANT to CITY shall be that of an independent contractor and that in no event shall CONSULTANT be considered an officer, agent, servant or employee of CITY. CONSULTANT shall be solely responsible for any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the described work.

#### **12. CORRECTIONS**

In addition to the above indemnification obligations, CONSULTANT shall correct, at its expense, all errors in the work that may be disclosed during CITY's review of CONSULTANT's report or plans. Should CONSULTANT fail to make such correction in a reasonably timely manner, such correction shall be made by CITY, and the cost thereof shall be charged to CONSULTANT or withheld from any funds due to CONSULTANT hereunder.

#### **13. TERMINATION BY CITY**

CITY, by notifying CONSULTANT in writing, may upon 10 calendar days notice, terminate without cause any portion or all of the services agreed to be performed under this AGREEMENT. If termination is for cause, no notice period need be given. In the event of termination, CONSULTANT shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by CITY to CONSULTANT within 30 days following submission of a final statement by CONSULTANT unless termination is for cause. In such event, CONSULTANT shall be compensated only to the extent required by law.

#### **14. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE**

The acceptance by CONSULTANT of the final payment made under this AGREEMENT shall operate as and be a release of CITY from all claims and liabilities for compensation to CONSULTANT for anything done, furnished, or relating to CONSULTANT'S work or services. Acceptance of payment shall be any negotiation of CITY's check or the failure to make a written extra compensation claim within 10 calendar days of the receipt of that check. However, approval or payment by CITY shall not constitute, nor be deemed, a release of the responsibility and liability of CONSULTANT, its employees, subcontractors, agents and CONSULTANTS for the accuracy and competency of the information provided and/or work performed; nor shall such approval or



payment be deemed to be an assumption of such responsibility or liability by CITY for any defect or error in the work prepared by CONSULTANT, its employees, subcontractors, agents and consultants.

#### **15. AUDIT OF RECORDS**

At any time during normal business hours and as often as it may deem necessary, CONSULTANT shall make available to a representative of CITY for examination of all its records with respect to all matters covered by this AGREEMENT and will permit CITY to audit, examine and/or reproduce such records. CONSULTANT will retain such financial records, time sheets, work progress reports, invoices, bills and project records for at least two years after termination or final payment under this AGREEMENT.

#### **16. WAIVER; REMEDIES CUMULATIVE**

Failure by a party to insist upon the strict performance of any of the provisions of this AGREEMENT by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this AGREEMENT, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

#### **17. CONFLICT OF INTEREST**

CONSULTANT is unaware of any CITY employee or official that has a financial interest in CONSULTANT'S business. During the term of this AGREEMENT and/or as a result of being awarded this AGREEMENT, CONSULTANT shall not offer, encourage or accept any financial interest in CONSULTANT'S business by any CITY employee or official.

#### **18. CONSTRUCTION OF LANGUAGE OF AGREEMENT**

The provisions of this AGREEMENT shall be construed as a whole according to its common meaning of purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties.

Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.

## **19. MITIGATION OF DAMAGES**

In all situations arising out of this AGREEMENT, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

## **20. GOVERNING LAW**

This AGREEMENT, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California. Should litigation occur, venue shall be in Superior Court of Santa Barbara County.

## **21. NONDISCRIMINATION**

The City reaffirms its ongoing commitment to equality in the conduct of City business, and prohibits any policy, plan, program, custom or practice, including harassment, in the conduct of City business. No discrimination or discriminatory practice shall occur in either employment of persons for, or completion of, the work contemplated by this Agreement, when such discrimination is based on race, color, national origin, or ancestry; religion; sex; gender, gender identity, gender expression, or gender transitioning status; physical disability, mental disability, medical condition, or genetic information; marital or domestic partner status; citizenship status; age; sexual orientation; exercising a legally protected right to an employment leave of absence; status as a victim of domestic violence, sexual assault, or stalking; reproductive health decision-making, or any other classification protected under state or federal law. Among other possible violations of law, a violation of this section exposes CONSULTANT to the penalties provided for in Labor Code Section 1735.

## **22. TAXPAYER IDENTIFICATION NUMBER**

CONSULTANT shall provide CITY with a complete Request for Taxpayer Identification Number and Certification, Form W-9 (Rev. October 2018), as issued by the Internal Revenue Service.

## **23. NON-APPROPRIATION OF FUNDS**

Payments due and payable to CONSULTANT for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of CITY funds. In the event CITY has not appropriated sufficient funds for payment of CONSULTANT services beyond the

current fiscal year, this AGREEMENT shall cover only those costs incurred up to the conclusion of the current fiscal year.

#### **24. MODIFICATION OF AGREEMENT**

The tasks described in this AGREEMENT and all other terms of this AGREEMENT may be modified only upon mutual written consent of CITY and CONSULTANT.

#### **25. USE OF THE TERM "CITY"**

Reference to "CITY" in this AGREEMENT includes City Manager or any authorized representative acting on behalf of CITY.

#### **26. PERMITS AND LICENSES**

CONSULTANT, at its sole expense, shall obtain and maintain during the term of this AGREEMENT, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this AGREEMENT.

#### **27. CAPTIONS**

The captions or headings in this AGREEMENT are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the AGREEMENT.

#### **28. AUTHORIZATION**

Each party has expressly authorized the execution of this AGREEMENT on its behalf and bind said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint venturers, insurance carriers and any others who may claim through it to this AGREEMENT.

#### **29. ENTIRE AGREEMENT BETWEEN PARTIES**

Except for CONSULTANT'S proposals and submitted representations for obtaining this AGREEMENT, this AGREEMENT supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services, and contains all of the covenants and agreements between the parties with respect to said services.

### **30. PARTIAL INVALIDITY**

If any provision in this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

### 31. NOTICES

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY: Attention: Robert Nisbet, City Manager  
City of Goleta  
130 Cremona Drive, Suite B  
Goleta, CA 93117

TO CONSULTANT: Attention: Shawn Kowalewski PE  
VP and Principal Engineer  
MNS Engineers, Inc.  
201 N. Calle Cesar Chavez, Suite 300  
Santa Barbara, CA 93103

## 32. COUNTERPARTS AND ELECTRONIC/FACSIMILE SIGNATURES

This Agreement may be executed in several counterparts, which may be facsimile or electronic copies. Each counterpart is fully effective as an original, and together constitutes one and the same instrument.

In concurrence and witness whereof, this AGREEMENT has been executed by the parties effective on the date and year first above written.

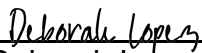
CITY OF GOLETA

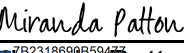
CONSULTANT

Signed by:  
  
Robert Nisbet, City Manager

DocuSigned by:  
  
Darren Riegler, CEO

ATTEST

DocuSigned by:  
  
Deborah Lopez, City Clerk

DocuSigned by:  
  
Miranda Patton, Secretary

APPROVED AS TO FORM:  
ISAAC ROSEN, ACTING CITY ATTORNEY

DocuSigned by:  
  
Scott Shapses, Deputy City Attorney

## **EXHIBIT A - SCOPE**

### **Task 1 – Project Initiation**

CONSULTANT shall conduct a kick-off meeting with key CITY staff and consultants to discuss project scope, purpose, requirements and details. The team in attendance at this meeting will make up the project development team (PDT) and will take part in all project developments and decisions.

CONSULTANT shall collect and review available record data from the CITY staff. Data may include State, County, CITY and other record/documents, existing CAD/GIS files of street, storm drain, survey centerline and property monument data, topographic maps, aerial photographs, and traffic studies or reports.

### **Task 1 Deliverables**

- Kick-Off Meeting with Agenda and Minutes
- Collect, Review and Organize Data

### **Task 2 – Update Existing and Develop New GTIP Projects**

CONSULTANT shall use the CITY's electronic version of the existing Transportation DIF worksheets developed in 2018, for this work. CONSULTANT shall try to improve the function and operation of the worksheets if the budget and schedule allow.

CONSULTANT will verify with the CITY which of the unconstructed existing GTIP Transportation DIF Projects will remain in the 2024 DIF Update. Following this verification from the CITY, CONSULTANT shall convert the existing Transportation DIF projects to the new format and update the project graphics and estimates. CONSULTANT shall assume twenty existing projects will be updated.

CONSULTANT shall develop new Transportation DIF Update Projects identified by the CITY Traffic Consultant. CONSULTANT shall assume ten new projects will be developed.

Overall, this effort shall include the following activities:

- Update/develop graphics showing project Location within CITY of Goleta.
- Update/develop graphics showing existing conditions and proposed project improvements.
- Update/develop quantity take off for proposed improvements.
- Update/develop cost estimate.
- Review and approval by CITY of updated project graphics and cost estimate.

## **Task 2 Deliverables**

- Project graphics and cost estimates for all 2024 Transportation DIF Update Projects.

## **Task 3 – Prepare Documentation**

CONSULTANT shall prepare a preliminary 2024 Transportation DIF Update Projects Report. The report shall consist of an overall summary as well as the individual project concept exhibits and reports, traffic data, estimated costs, expected timing, etc.

The preliminary report shall be provided to the CITY for review and comment. Once the CITY has completed the preliminary report review, CONSULTANT shall conduct a meeting to review the comments and discuss changes to the scope of work or direction of the final project deliverables.

The ~~CTIP~~ 2024 Transportation DIF Update Projects Report and individual projects shall be revised and finalized to address the CITY review comments. The final report will be provided in indexed PDF format as well as original hardcopy in a binder. CITY comments shall be incorporated or otherwise addressed. A written response to each review comment will be provided to the CITY with the final 2024 Transportation DIF Update Projects Report.

## **Task 3 Deliverables**

- Preliminary 2024 Transportation DIF Update Projects Report with Project Concept Exhibits and Reports (up to 30 projects)
- Preliminary Review Comments Response Memorandum
- Final 2024 Transportation DIF Update Projects Report with Project Concept Exhibits and Reports (up to 30 projects)

## **Services Not Included**

- Professional land surveying or public right of way or private real property investigations.
- R-value testing for pavement design.
- Traffic analysis or impact studies (provided by the CITY Traffic Consultant)
- Utility research and location of underground utilities.
- Environmental documentation or permitting determinations.

Should work be needed in these areas, or areas not previously described, CONSULTANT will prepare a proposal or amendment, at the CITY's request, which contains the Scope of Services, fee and schedule required to complete the additional work items.

### **CITY Provided Items**

- Previously prepared documents, studies, project budget details, etc.
- List and scope of new 2024 Transportation DIF Update Projects.
- GIS or CAD files for base mapping and project concepts (new projects)



## EXHIBIT B

ENGINEERING		CONSTRUCTION MANAGEMENT		GOVERNMENT SERVICES	
Principal Engineer	\$305	Principal Construction Manager	\$330	City Engineer	\$265
Lead Engineer	270	Senior Construction Manager	290	Deputy City Engineer	235
Supervising Engineer	255	Senior Resident Engineer	265	Assistant City Engineer	225
Senior Project Engineer	235	Resident Engineer	250	Plan Check Engineer	185
Project Engineer	210	Structure Representative	245	Permit Engineer	175
Associate Engineer	190	Construction Manager	230	City Inspector	168
Assistant Engineer	175	Assistant Resident Engineer	210	Senior City Inspector (PW)	185
		Sr. Construction Inspector (PW)	185	City Inspector (PW)	177
<b>SURVEYING</b>		Construction Inspector (PW)	177	Principal Stormwater Specialist	190
Principal Surveyor	\$280	Office Administrator	135	Senior Stormwater Specialist	180
Lead Surveyor	270			Stormwater Specialist	170
Supervising Surveyor	230	<b>PLANNING</b>		Stormwater Technician	150
Senior Project Surveyor	210	Planning Director	\$235	Building Official	250
Project Surveyor	185	City Planner/Planning Manager	220	Senior Building Inspector	200
Associate Project Surveyor	175	Principal Planner	205	Building Inspector	175
Assistant Project Surveyor	160	Senior Planner	190	Senior Grant Writer	190
Party Chief (PW)	190	Associate Planner	160	Grant Writer	180
Chainperson (PW)	160	Assistant Planner	135	Associate Grant Writer	160
One-Person Survey Crew (PW)	225	Planning Technician	115	Assistant Grant Writer	145
<b>TECHNICAL SUPPORT</b>		<b>ADMINISTRATIVE SUPPORT</b>			
CADD Manager	\$210	Senior Management Analyst	\$195		
Supervising Technician	180	Management Analyst	165		
Senior Technician	170	IT Technician	150		
Engineering Technician	130	Graphics/Visualization Specialist	160		
		Administrative Assistant	105		

### DIRECT EXPENSES

Use of outside consultants as well as copies, blueprints, survey stakes, monuments, computer plots, telephone, travel (out of area) and all similar charges directly connected with the work will be charged at cost plus fifteen percent (15%). Mileage will be charged at the current federal mileage reimbursement rate.

### PREVAILING WAGE RATES

Rates shown with Prevailing Wage "(PW)" annotation are used for field work on projects subject to federal or state prevailing wage law and are subject to increases per DIR.

### ANNUAL ESCALATION

Standard fee rates provided for each classification are subject to 5% annual escalation or the most recent US Bureau of Labor Statistics Consumer Price Index, whichever is higher.

### OVERTIME

Overtime for non-exempt employees will be charged at 1.5 x hourly rate; overtime for exempt employees and other classifications will be charged at 1 x hourly rate.

**AMENDMENT NO. 1  
TO A PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF GOLETA  
AND  
MNS ENGINEERS, INC**

This **Amendment No. 1** to the Professional Services Agreement by and between the **City of Goleta**, a municipal corporation ("City") and **MNS ENGINEERS, INC** ("Consultant") dated August 20, 2024 ("Agreement," Agreement No. 2024-087) is made on this 2<sup>nd</sup> day of December, 2025.

**SECTION A. RECITALS**

1. This Agreement is for the purpose of preparing the CITY's 2025 Development Impact Fee Nexus Study and Traffic Model Update; and
2. The Agreement currently provides in Section 6 for the termination of the Agreement on December 31, 2025; and
3. The parties desire to amend the Agreement so as to extend the termination of the Agreement to June 30, 2026; and
4. The City Manager approved this Amendment No. 1, on this 2<sup>nd</sup> day of December, 2025.

**SECTION B. AMENDED TERMS**

**Now therefore** City and Consultant agree that the Agreement be, and hereby is, amended as follows:

1. **Section 6. TERM, PROGRESS AND COMPLETION** of the Agreement is amended to extend the term for an additional six months to read in its entirety:

The term of this Agreement is from the date first written above to June 30, 2026, unless the term of this Agreement is extended or the Agreement is terminated as provided for herein.

CONSULTANT shall not commence work on the services to be performed until (i) CONSULTANT furnishes proof of insurance as required by Section 10 below, and (ii) CITY gives written authorization to proceed with the work provided by CITY's Project Manager. All services shall be completed within the term of this Agreement following the notice to proceed.

2. Except as otherwise specifically provided herein, all other provisions of the Agreement shall remain in full force and effect.

**In concurrence and witness whereof**, this Amendment No. 1 has been executed by the parties effective on the date and year first above written.

**CITY OF GOLETA**

Signed by:

*Robert Nisbet*

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Robert Nisbet, City Manager

**CONSULTANT**

Signed by:

*Darren Riegler*

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Darren Riegler, CEO

**ATTEST:**

DocuSigned by:

*Deborah Lopez*

A3E09F3473CA47E...

Deborah Lopez, City Clerk

DocuSigned by:

*Jeff Edwards*

717C8137DB1641C...

Jeff Edwards, Vice President

**APPROVED AS TO FORM:**

ISAAC ROSEN, CITY ATTORNEY

Signed by:

*Scott Shapses*

4365248AE5424CE...

Scott Shapses, Deputy City Attorney

### **ATTACHMENT 3**

Amendment No. 2 to Professional Design Services Agreement No. 2025-058 with DKS Associates, Inc.

**AMENDMENT NO. 2  
TO A PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF GOLETA  
AND DKS ASSOCIATES, INC**

This **Amendment No. 2** to the Professional Services Agreement by and between the **City of Goleta**, a municipal corporation ("City") and **DKS Associates, Inc.** ("Consultant") dated July 1, 2025 ("Agreement," Agreement No. 2025-058) is made on this 16th day of December, 2025.

**SECTION A. RECITALS**

1. This Agreement is for the Professional Traffic Engineering Services; and
2. This Agreement has been amended to update the scope of work and identify subcontractor (Amendment No. 1); and
3. The Agreement currently provides for the total compensation amount not to exceed \$ 45,000; and
4. The parties desire to amend the Agreement so as to provide for additional compensation in the amount of \$55,000 for continued tasks; and
5. The Agreement currently provides in Section 6 for the termination of the Agreement on June 30, 2026; and
6. The parties desire to amend the Agreement so as to extend the termination of the Agreement to June 30, 2027; and
7. The Agreement currently provides in Exhibit A-1, entitled "Scope of Work" the complete and particular description of services; and
8. The parties desire to amend Exhibit A-1 by adding additional services as more completely and particularly set forth in the Scope of Work, attached as Exhibit "A-2"; and
9. City Council approved this Amendment No. 2, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**SECTION B. AMENDED TERMS**

**Now therefore** City and Consultant agree that the Agreement be, and hereby is, amended as follows:

City of Goleta  
Amendment No. 2 to Agreement No. 2025-058  
Page 1 of 6

1. **Subsection (a) of Section 3. COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of \$55,000 and to read in its entirety:

(a) **Maximum and Rate.** The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$100,000 (herein "not-to-exceed amount") and shall be earned as the work progresses.

Hourly at the hourly rates and with reimbursement to CONSULTANT for those expenses set forth in CONSULTANT's Schedule of Fees marked Exhibit "B," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until June, 30 2027, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager as described in Section 5 (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

2. **Section 6. TERM, PROGRESS AND COMPLETION** of the Agreement is amended to extend the term for an additional one year to read in its entirety:

The term of this Agreement is from the date first written above to June 30, 2027, unless the term of this Agreement is extended or the Agreement is terminated as provided for herein.

CONSULTANT shall not commence work on the services to be performed until (i) CONSULTANT furnishes proof of insurance as required by Section 10 below, and (ii) CITY gives written authorization to proceed with the work provided by CITY's Project Manager. All services shall be completed within the term of this Agreement following the notice to proceed.

3. This Agreement is amended to delete and replace in its entirety:

**Exhibit A-1 "Scope of Work"** with **Exhibit A-2 "Scope of Work"** attached hereto and incorporated herein.

4. Except as otherwise specifically provided herein, all other provisions of the Agreement shall remain in full force and effect.

**In concurrence and witness whereof**, this Amendment No. 2 has been executed by the parties effective on the date and year first above written.

**CITY OF GOLETA**

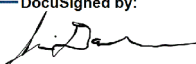

\_\_\_\_\_  
Robert Nisbet, City Manager

**ATTEST:**

\_\_\_\_\_  
Deborah Lopez, City Clerk

**DKS ASSOCIATES, INC.**

Signed by:  
  
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\_\_\_\_\_  
John Bosket, Vice President

DocuSigned by:  
   
37C4595243404F5...  
\_\_\_\_\_  
Jim Damkowitch, Managing Director

**APPROVED AS TO FORM:**  
ISAAC ROSEN, CITY ATTORNEY

Signed by:  
  
4365248AE5424CE...  
\_\_\_\_\_  
Scott Shapses, Deputy City Attorney

## **EXHIBIT A-2 SCOPE OF WORK**

CONSULTANT shall assist Public Works staff by:

- Conducting or overseeing field reviews of transportation concerns and documenting existing conditions with measurements, notes and photographs.
- Preparing reports describing observations of existing conditions and providing recommendations, justified by applicable standards, guidance and options from accepted sources including: CAMUTCD, California Highway Design Manual, Caltrans and APWA Standard Plans and Specifications, AASHTO and NACTO publications, etc.
- Preparing or overseeing preparation of staff reports and responses prepared by City staff in response to transportation-related items.
- Presenting transportation-related items at City Council meetings and other meetings as needed.
- Reviewing land development submittals for traffic and safety impacts, site circulation and access issues, and traffic impact fee requirements.
- Reviewing traffic control plans for consistency with current regulations for encroachment permits.
- Assisting City staff in resolving traffic signal maintenance issues in coordination with contracted maintenance technicians.
- Performing or overseeing monthly collection of traffic data for the purpose of updating City Council on the performance of the City's Interim Striping Project through Old Town.
- Performing other traffic engineering duties as requested by the City.



The following scope of service is to provide a one year update on the current operations of Hollister Avenue from Fairview Avenue to Kellogg Avenue. The intent of this study is to provide City staff with information necessary to update the Council on the impacts that the interim striping plan has had on the local community in relation to the project goals of increasing parking spaces, reducing traffic speeds, reducing collisions, improving bike and pedestrian conditions, and maintaining traffic flow. This will be the second update on this project with the previous update having been presented in March 2025 based on data collected in December 2024 and January 2025.

**(a) Task 1: Data Collection**

The first task of this project will be to collect data which reflects traffic conditions since January of 2025. Based on the previous staff report data needs to be compiled related to parking occupancy, collisions, speeds, and traffic volumes. Based on conversations with City staff, the City will collect data related to parking occupancy and travel speeds on Hollister Avenue and provide this data to DKS for processing. City staff will also provide DKS with collision data for crashes occurring between July 2024 (after project implementation) and July 2025.

DKS will have National Data Services (NDS) collect volume data at locations and in a manner consistent with the prior analysis. This includes collecting one day 24-hour hose counts at the following five locations for one day each in August, September, and October. These counts will be collected mid-week (Tuesday-Thursday) on non-holiday weeks.

- Hollister Avenue between Magnolia Avenue and Pine Avenue
- Gaviota Street between Magnolia Avenue and Pine Avenue
- Mandarin Drive between Magnolia Avenue and Pine Avenue
- Armitos Drive between Cardinal Avenue and Kinman Avenue
- Gato Avenue between Cardinal Avenue and Kinman Avenue

In addition to the 24-hour counts, NDS will collect AM (7-9am) and PM (4-6pm) intersection turning movement counts at five locations at the same time that the hose counts are being conducted in August, September, and October. These counts will include pedestrian and bicyclist activity. The following five locations will be counted:

- Hollister Avenue and Pine Avenue
- Pine Avenue and Gaviota Street
- Pine Avenue and Mandarin Avenue
- Kinman Avenue and Armitos Avenue
- Kinman Avenue and Gato Avenue

**(b) Task 2: Data Analysis**

After compiling the data in Task 1, DKS will conduct data trend analysis relevant to understanding if the goals of the project are being met. This includes crash trend analysis, summary speed statistics and comparison with prior data collection, trends in daily and peak period travel patterns, and intersection delay analysis at the intersection of Pine Avenue and Hollister Avenue

**(c) Task 3: Documentation**

DKS will document the findings of analysis to support a staff report to council on the current operations of Hollister Avenue in Old Town. This will include a draft memorandum for review by City staff with one round of comments before final submittal. DKS will also support the preparation of materials for the staff presentation to Council.

## **ATTACHMENT 4**

Professional Design Services Agreement No. 2025-058 with DKS Associates, Inc. and  
Amendment No. 1

Project Name: On-Call Traffic Engineering

2025-058

# **AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF GOLETA AND DKS ASSOCIATES**

This AGREEMENT FOR PROFESSIONAL SERVICES (herein referred to as "AGREEMENT") is made and entered into this 1st day of July, 2025, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **DKS ASSOCIATES**, a Corporation (herein referred to as "CONSULTANT").

## **SECTION A. RECITALS**

1. The CITY has a need for professional traffic engineering services; and
2. The CITY does not have the personnel able and/or available to perform the services required under this AGREEMENT, and therefore, the CITY desires to contract for professional services to accomplish this work; and
3. The CITY procured these services in compliance with Goleta Municipal Code Section 3.05.260; and
4. The City Manager approved this AGREEMENT pursuant to Goleta Municipal Code section 3.05.070.

## **SECTION B. TERMS**

### **1. RETENTION AS CONSULTANT**

CITY hereby retains CONSULTANT, and CONSULTANT hereby accepts such engagement, to perform the services described in Section 2. CONSULTANT warrants it has the qualifications, experience, and facilities to properly and timely perform said services.

### **2. DESCRIPTION OF SERVICES**

The services to be performed by CONSULTANT are as follows:

Professional Traffic Engineering Services shall generally include on-call traffic services as more particularly set forth in the Scope of Work, attached as Exhibit "A," and incorporated herein.

CONSULTANT shall deliver to CITY the deliverables defined in Exhibit "A."

### **3. COMPENSATION AND PAYMENT**

**(a) Maximum and Rate.** The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$45,000 (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

Hourly at the hourly rates and with reimbursement to CONSULTANT for those expenses set forth in CONSULTANT's Schedule of Fees marked Exhibit "B," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until June 30, 2026, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager as described in Section 5 (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

**(b) Payment.** CONSULTANT shall provide CITY with written verification of the actual compensation earned, which written verification shall be in a form satisfactory to CITY's Project Manager, as described in Section 5. Invoices shall be made no more frequently than on a monthly basis, and describe the work performed (including a list of hours worked by personnel classification). All payments shall be made within 30 days after CITY's approval of the invoice.

### **4. EXTRA SERVICES**

CITY shall pay CONSULTANT for those CITY authorized extra services, not reasonably included within the services described in Section 2, as mutually agreed to writing in advance of the incurrence of extra services by CONSULTANT. Unless CITY and CONSULTANT have agreed in writing before the performance of extra services, no liability and no right to claim compensation for such extra services or expenses shall exist. The applicable hourly rates for extra services shall be at the hourly rates set forth in Exhibit B, if one is included as part of this agreement. Any compensation for extra services shall be part of the total compensation and shall not increase the not to exceed amount identified in Section 3.

### **5. CITY PROJECT MANAGER AND SERVICES BY CITY**

The services to be performed by CONSULTANT shall be accomplished under the general direction of, and coordinate with, CITY's "Project Manager", as that staff person is designated by CITY from time to time, and who presently is José Tchopourian. Project Manager shall have the authority to act on behalf of the CITY in administering this AGREEMENT but shall not be authorized to extend the term of the AGREEMENT or increase the not to exceed amount.

## **6. TERM, PROGRESS AND COMPLETION**

The term of this AGREEMENT is from the date first written above to June 30, 2026, unless term of this AGREEMENT is extended, or the AGREEMENT is terminated as provided for herein.

CONSULTANT shall not commence work on the services to be performed until (i) CONSULTANT furnishes proof of insurance as required by Section 10 below, and (ii) CITY gives written authorization to proceed with the work provided by CITY's Project Manager.

## **7. OWNERSHIP OF DOCUMENTS**

All drawings, designs, data, photographs, reports and other documentation (other than CONSULTANT's drafts, notes and internal memorandum), including duplication of same prepared by CONSULTANT in the performance of these services, are the property of CITY. CITY shall be entitled to immediate possession of the same upon completion of the work under this AGREEMENT, or at any earlier or later time when requested by CITY. CITY agrees to hold CONSULTANT harmless from all damages, claims, expenses, and losses arising out of any reuse of the plans and specifications for purposes other than those described in this AGREEMENT, unless written authorization of CONSULTANT is first obtained.

## **8. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR**

This AGREEMENT is for professional services which are personal to CITY. Jim Damkowitch is deemed to be specially experienced and is a key member of CONSULTANT's firm, and shall be directly involved in the performance of this work. This key person shall communicate with, and periodically report to, CITY on the progress of the work. Should any such individual be removed from assisting in this contracted work for any reason, CITY may terminate this AGREEMENT. This AGREEMENT may not be assigned or subcontracted without the City Manager's prior written consent.

## **9. HOLD HARMLESS AND INDEMNITY**

**(a) Hold Harmless for CONSULTANT's Damages.** CONSULTANT holds CITY, its elected officials, officers, agents, and employees, harmless from all of CONSULTANT's claims, demands, lawsuits, judgments, damages, losses, injuries or liability to CONSULTANT, to CONSULTANT's employees, to CONSULTANT's contractors or subcontractors, or to the owners of CONSULTANT's firm, which damages, losses, injuries or liability occur during the work required under this AGREEMENT, or occur while CONSULTANT is on CITY property, or which are connected, directly or indirectly, with CONSULTANT's performance of any activity or work required under this AGREEMENT.

**(b) Defense and Indemnity of Third-Party Claims/Liability.**

CONSULTANT shall investigate, defend, and indemnify CITY, its elected officials, officers, agents, and employees, from any claims, lawsuits, demands, judgments, and all liability including, but not limited to, monetary or property damage, lost profit, personal injury, wrongful death, general liability, automobile, infringement of copyright/patent/trademark, or professional errors and omissions arising out of, directly or indirectly, an error, negligence, or omission of CONSULTANT or any of CONSULTANT's officers, agents, employees, representatives, subconsultants, or subcontractors, or the willful misconduct of CONSULTANT or any of CONSULTANT's officers, agents, employees, representatives, subconsultants, or subcontractors, in performing the services described in, or normally associated with, this type of contracted work. The duty to defend shall include any suits or actions concerning any activity, product or work required under this AGREEMENT, and also include the payment of all court costs, attorney fees, expert witness costs, investigation costs, claims adjusting costs and any other costs required for and related thereto.

**(c) No Waiver.** CITY does not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this section because of the acceptance by CITY, or the deposit with CITY, of any insurance certificates or policies described in Section 10.

**10. INSURANCE**

CONSULTANT shall, at CONSULTANT's sole cost and expense, provide insurance as described herein. All insurance is to be placed with insurers authorized to do business in the State of California with an A.M. Best and Company rating of A- or better, Class VII or better, or as otherwise approved by CITY.

Insurance shall include the following (or broader) coverage:

- a) Insurance Services Office Commercial Liability coverage "occurrence" form CG 00 01 or its exact equivalent with an edition date prior to 2004 and with minimum limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate.
- b) Insurance Services Office form number CA 00 01 or equivalent covering Automobile Liability, including hired and non-owned automobile liability with a minimum limit of \$1,000,000 per accident. If the Service Provider owns no vehicles, this requirement may be satisfied by a non-owned and hired auto endorsement to Service Provider's commercial general liability policy.
- c) Workers' Compensation insurance complying with California worker's compensation laws, including statutory limits for workers'

compensation and an Employer's Liability limit of \$1,000,000 per accident or disease.

- d) Professional liability insurance that covers the services to be performed in connection with this agreement, in the minimum amount of \$1,000,000 per claim.

Liability insurance policies required to be provided by CONSULTANT hereunder shall contain or be endorsed to contain the following provisions:

- a) Except for professional liability insurance, CITY, its employees, officials, agents and member agencies shall be covered as additional insureds. Coverage shall apply to any and all liability arising out of the work performed or related to the contract. Additional insured status under the general liability requirement shall be provided on Insurance Services Office Form CG 20 10, with an edition date prior to 2004, or its equivalent. Additional insured status for completed operations shall be provided either in the additional insured form or through another endorsement such as CG 20 37, or its equivalent.
- b) General and automobile liability insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage will not be limited to CITY's vicarious liability.
- c) Professional liability insurance policies inception date, continuity date, or retroactive date must be before the effective date of this agreement. CONSULTANT agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.
- d) Except for professional liability insurance, liability coverage shall be primary and non-contributing with any insurance maintained by CITY.
- e) Evidence of coverage (including the workers' compensation and employer's liability policies) shall provide that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after 30 days' prior written notice has been given to CITY. Such provision shall not include any limitation of liability of the insurer for failure to provide such notice.
- f) No liability insurance coverage provided to comply with this AGREEMENT shall prohibit CONSULTANT, or CONSULTANT's employees, or agents, from waiving the right of recovery prior to a loss. CONSULTANT waives its right of recovery against CITY.



- g) CONSULTANT agrees to deposit with CITY within fifteen days of Notice to Proceed of the Contract certificates of insurance and required endorsements.
- h) There shall be no recourse against CITY for payment of premiums or other amounts with respect to the insurance required to be provided by CONSULTANT hereunder. Any failure, actual or alleged, on the part of CITY to monitor compliance with these requirements will not be deemed as a waiver of any rights on the part of CITY. CITY has no additional obligations by virtue of requiring the insurance set forth herein. In the event any policy of insurance required under this AGREEMENT does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments.
- i) CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against CONSULTANT arising out of the work performed under this AGREEMENT. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

#### **11. RELATIONSHIP OF CONSULTANT TO CITY**

The relationship of the CONSULTANT to CITY shall be that of an independent contractor and that in no event shall CONSULTANT be considered an officer, agent, servant or employee of CITY. CONSULTANT shall be solely responsible for any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the described work.

#### **12. CORRECTIONS**

In addition to the above indemnification obligations, CONSULTANT shall correct, at its expense, all errors in the work that may be disclosed during CITY's review of CONSULTANT's report or plans. Should CONSULTANT fail to make such correction in a reasonably timely manner, such correction shall be made by CITY, and the cost thereof shall be charged to CONSULTANT or withheld from any funds due to CONSULTANT hereunder.

#### **13. TERMINATION BY CITY**

CITY, by notifying CONSULTANT in writing, may upon 10 calendar days notice, terminate without cause any portion or all of the services agreed to be performed under this AGREEMENT. If termination is for cause, no notice period

need be given. In the event of termination, CONSULTANT shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by CITY to CONSULTANT within 30 days following submission of a final statement by CONSULTANT unless termination is for cause. In such event, CONSULTANT shall be compensated only to the extent required by law.

#### **14. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE**

The acceptance by CONSULTANT of the final payment made under this AGREEMENT shall operate as and be a release of CITY from all claims and liabilities for compensation to CONSULTANT for anything done, furnished, or relating to CONSULTANT'S work or services. Acceptance of payment shall be any negotiation of CITY's check or the failure to make a written extra compensation claim within 10 calendar days of the receipt of that check. However, approval or payment by CITY shall not constitute, nor be deemed, a release of the responsibility and liability of CONSULTANT, its employees, subcontractors, agents and CONSULTANTS for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by CITY for any defect or error in the work prepared by CONSULTANT, its employees, subcontractors, agents and consultants.

#### **15. AUDIT OF RECORDS**

At any time during normal business hours and as often as it may deem necessary, CONSULTANT shall make available to a representative of CITY for examination of all its records with respect to all matters covered by this AGREEMENT and will permit CITY to audit, examine and/or reproduce such records. CONSULTANT will retain such financial records, time sheets, work progress reports, invoices, bills and project records for at least two years after termination or final payment under this AGREEMENT.

#### **16. WAIVER; REMEDIES CUMULATIVE**

Failure by a party to insist upon the strict performance of any of the provisions of this AGREEMENT by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this AGREEMENT, or at law or in equity, shall be

cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

#### **17. CONFLICT OF INTEREST**

CONSULTANT is unaware of any CITY employee or official that has a financial interest in CONSULTANT'S business. During the term of this AGREEMENT and/or as a result of being awarded this AGREEMENT, CONSULTANT shall not offer, encourage or accept any financial interest in CONSULTANT'S business by any CITY employee or official.

#### **18. CONSTRUCTION OF LANGUAGE OF AGREEMENT**

The provisions of this AGREEMENT shall be construed as a whole according to its common meaning of purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.

#### **19. MITIGATION OF DAMAGES**

In all situations arising out of this AGREEMENT, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

#### **20. GOVERNING LAW**

This AGREEMENT, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California. Should litigation occur, venue shall be in Superior Court of Santa Barbara County.

#### **21. NONDISCRIMINATION**

The City reaffirms its ongoing commitment to equality in the conduct of City business, and prohibits any policy, plan, program, custom or practice, including harassment, in the conduct of City business. No discrimination or discriminatory practice shall occur in either employment of persons for, or completion of, the work contemplated by this Agreement, when such discrimination is based on race, color, national origin, or ancestry; religion; sex; gender, gender identity, gender expression, or gender transitioning status; physical disability, mental disability, medical condition, or genetic information; marital or domestic partner status; citizenship status; age; sexual orientation; exercising a legally protected right to an employment leave of absence; status as a victim of domestic violence, sexual assault, or stalking; reproductive health decision-making, or any other classification protected under state or federal law. Among other possible violations

of law, a violation of this section exposes CONSULTANT to the penalties provided for in Labor Code Section 1735.

## **22. TAXPAYER IDENTIFICATION NUMBER**

CONSULTANT shall provide CITY with a complete Request for Taxpayer Identification Number and Certification, Form W-9 (Rev. October 2018), as issued by the Internal Revenue Service.

## **23. NON-APPROPRIATION OF FUNDS**

Payments due and payable to CONSULTANT for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of CITY funds. In the event CITY has not appropriated sufficient funds for payment of CONSULTANT services beyond the current fiscal year, this AGREEMENT shall cover only those costs incurred up to the conclusion of the current fiscal year.

## **24. MODIFICATION OF AGREEMENT**

The tasks described in this AGREEMENT and all other terms of this AGREEMENT may be modified only upon mutual written consent of CITY and CONSULTANT.

## **25. USE OF THE TERM "CITY"**

Reference to "CITY" in this AGREEMENT includes City Manager or any authorized representative acting on behalf of CITY.

## **26. PERMITS AND LICENSES**

CONSULTANT, at its sole expense, shall obtain and maintain during the term of this AGREEMENT, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this AGREEMENT.

## **27. CAPTIONS**

The captions or headings in this AGREEMENT are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the AGREEMENT.

## **28. AUTHORIZATION**

Each party has expressly authorized the execution of this AGREEMENT on its behalf and bind said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns,

principals, partners, joint venturers, insurance carriers and any others who may claim through it to this AGREEMENT.

## **29. ENTIRE AGREEMENT BETWEEN PARTIES**

Except for CONSULTANT'S proposals and submitted representations for obtaining this AGREEMENT, this AGREEMENT supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services, and contains all of the covenants and agreements between the parties with respect to said services.

### **30. PARTIAL INVALIDITY**

If any provision in this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

### **31. NOTICES**

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY: Attention: Robert Nisbet, City Manager  
City of Goleta  
130 Cremona Drive, Suite B  
Goleta, CA 93117

TO CONSULTANT: Attention: Jim Damkowitch, Managing Director  
DKS Associates  
428 J Street, Suite 340  
Sacramento, CA 95814

## 32. COUNTERPARTS AND ELECTRONIC/FACSIMILE SIGNATURES

This Agreement may be executed in several counterparts, which may be facsimile or electronic copies. Each counterpart is fully effective as an original, and together constitutes one and the same instrument.

**In concurrence and witness whereof**, this AGREEMENT has been executed by the parties effective on the date and year first above written.

**CITY OF GOLETA**

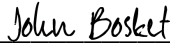
Signed by:



Robert Nisbet, City Manager

**CONSULTANT**

Signed by:



John Bosket, Vice President

**ATTEST**

DocuSigned by:



Deborah Lopez, City Clerk

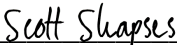
DocuSigned by:



Jim Dankowitch, Managing Director

**APPROVED AS TO FORM:**  
ISAAC ROSEN, CITY ATTORNEY

Signed by:



Scott Shapses, Deputy City Attorney

## **EXHIBIT A SCOPE OF WORK**

CONSULTANT shall assist Public Works staff by:

- Conducting or overseeing field reviews of transportation concerns and documenting existing conditions with measurements, notes and photographs.
- Preparing reports describing observations of existing conditions and providing recommendations, justified by applicable standards, guidance and options from accepted sources including: CAMUTCD, California Highway Design Manual, Caltrans and APWA Standard Plans and Specifications, AASHTO and NACTO publications, etc.
- Preparing or overseeing preparation of staff reports and responses prepared by City staff in response to transportation-related items.
- Presenting transportation-related items at City Council meetings and other meetings as needed.
- Reviewing land development submittals for traffic and safety impacts, site circulation and access issues, and traffic impact fee requirements.
- Reviewing traffic control plans for consistency with current regulations for encroachment permits.
- Assisting City staff in resolving traffic signal maintenance issues in coordination with contracted maintenance technicians.
- Performing or overseeing monthly collection of traffic data for the purpose of updating City Council on the performance of the City's Interim Striping Project through Old Town.
- Performing other traffic engineering duties as requested by the City.

## EXHIBIT B SCHEDULE OF FEES



EXHIBIT B SCHEDULE OF FEES Effective January 1, 2025 through December 31, 2025				
ENGINEERS and PLANNER			TECHNICIANS and SUPPORT STAFF	
Grade	Hourly Rate	Grade	Hourly Rate	Tech Level      Hourly Rate
Grade 9	95.00	Grade 42	260.00	Tech Level M      95.00
Grade 10	100.00	Grade 43	265.00	Tech Level N      100.00
Grade 11	105.00	Grade 44	270.00	Tech Level O      105.00
Grade 12	110.00	Grade 45	275.00	Tech Level P      110.00
Grade 13	115.00	Grade 46	280.00	Tech Level Q      115.00
Grade 14	120.00	Grade 47	285.00	Tech Level R      120.00
Grade 15	125.00	Grade 48	290.00	Tech Level S      125.00
Grade 16	130.00	Grade 49	295.00	Tech Level T      130.00
Grade 17	135.00	Grade 50	300.00	Tech Level U      135.00
Grade 18	140.00	Grade 51	305.00	Tech Level V      140.00
Grade 19	145.00	Grade 52	310.00	Tech Level W      145.00
Grade 20	150.00	Grade 53	315.00	Tech Level X      150.00
Grade 21	155.00	Grade 54	320.00	Tech Level Y      155.00
Grade 22	160.00	Grade 55	325.00	Tech Level Z      160.00
Grade 23	165.00	Grade 56	330.00	Tech Level AA      165.00
Grade 24	170.00	Grade 57	335.00	Tech Level AB      170.00
Grade 25	175.00	Grade 58	340.00	Tech Level AC      175.00
Grade 26	180.00	Grade 59	345.00	Tech Level AD      180.00
Grade 27	185.00	Grade 60	350.00	Tech Level AE      185.00
Grade 28	190.00	Grade 61	355.00	Tech Level AF      190.00
Grade 29	195.00	Grade 62	360.00	Tech Level AG      195.00
Grade 30	200.00	Grade 63	365.00	Tech Level AH      200.00
Grade 31	205.00	Grade 64	370.00	Tech Level AI      205.00
Grade 32	210.00	Grade 65	375.00	Tech Level AJ      210.00
Grade 33	215.00	Grade 66	380.00	Tech Level AN      230.00
Grade 34	220.00	Grade 67	385.00	Tech Level AO      235.00
Grade 35	225.00	Grade 68	390.00	Tech Level AP      240.00
Grade 36	230.00	Grade 69	395.00	
Grade 37	235.00	Grade 70	400.00	
Grade 38	240.00			
Grade 39	245.00			
Grade 40	250.00			
Grade 41	255.00			
<ul style="list-style-type: none"> <li>All invoices are due and payable within 30 days of date of invoice. Invoices outstanding over 30 days will be assessed a 1 1/4 percent service charge, compounded, for each 30 days outstanding beyond the initial payment period. Service charges are not included in any agreement for maximum charges.</li> </ul>				





Expert Witness and Deposition Fee Schedule					
Effective January 1, 2025 through December 31, 2025					
ENGINEERS and PLANNERS				TECHNICIANS and SUPPORT STAFF	
Grade	Hourly Rate	Grade	Hourly Rate	Tech Level	Hourly Rate
Grade 7	115.00	Grade 40	360.00	Tech Level L	95.00
Grade 8	125.00	Grade 41	370.00	Tech Level M	100.00
Grade 9	130.00	Grade 42	380.00	Tech Level N	105.00
Grade 10	135.00	Grade 43	390.00	Tech Level O	110.00
Grade 11	140.00	Grade 44	400.00	Tech Level P	115.00
Grade 12	145.00	Grade 45	410.00	Tech Level Q	120.00
Grade 13	150.00	Grade 46	420.00	Tech Level R	125.00
Grade 14	155.00	Grade 47	430.00	Tech Level S	130.00
Grade 15	160.00	Grade 48	440.00	Tech Level T	135.00
Grade 16	165.00	Grade 49	450.00	Tech Level U	140.00
Grade 17	175.00	Grade 50	460.00	Tech Level V	145.00
Grade 18	185.00	Grade 51	470.00	Tech Level W	150.00
Grade 19	195.00	Grade 52	480.00	Tech Level X	155.00
Grade 20	215.00	Grade 53	490.00	Tech Level Y	160.00
Grade 21	220.00	Grade 54	500.00	Tech Level Z	165.00
Grade 22	225.00	Grade 55	510.00	Tech Level AA	170.00
Grade 23	230.00	Grade 56	520.00	Tech Level AB	175.00
Grade 24	235.00	Grade 57	530.00	Tech Level AC	180.00
Grade 25	240.00	Grade 58	540.00	Tech Level AD	185.00
Grade 26	245.00	Grade 59	550.00	Tech Level AE	190.00
Grade 27	250.00	Grade 60	560.00	Tech Level AF	195.00
Grade 28	255.00	Grade 61	570.00	Tech Level AG	200.00
Grade 29	260.00	Grade 62	580.00	Tech Level AH	205.00
Grade 30	265.00	Grade 63	590.00		
Grade 31	270.00	Grade 64	600.00		
Grade 32	280.00	Grade 65	610.00		
Grade 33	290.00	Grade 66	620.00		
Grade 34	300.00	Grade 67	630.00		
Grade 35	310.00	Grade 68	640.00		
Grade 36	320.00	Grade 69	650.00		
Grade 37	330.00	Grade 70	660.00		
Grade 38	340.00				
Grade 39	350.00				
<ul style="list-style-type: none"> <li>Project expenses will be billed at cost for service and handling. Project expenses include project-related costs such as transportation, subsistence, reproduction, postage, telephone, computer charges, and subcontractor services.</li> <li>All invoices are due and payable within 30 days of date of invoice. Invoices outstanding over 30 days will be assessed a 1 1/4 percent service charge, compounded, for each 30 days outstanding beyond the initial payment period. Service charges are not included in any agreement for maximum charges.</li> <li>Rate schedule includes billing rates for personnel who might support investigation and preparation.</li> </ul>					

**AMENDMENT NO. 1  
TO A PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF GOLETA  
AND  
DKS ASSOCIATES, INC.**

This **Amendment No. 1** to the Professional Services Agreement by and between the **City of Goleta**, a municipal corporation ("City") and **DKS Associates, Inc.** ("Consultant") dated July 1, 2025 ("Agreement," Agreement No. 2025-058) is made on this 29th day of September, 2025.

**SECTION A. RECITALS**

1. This Agreement is for the Professional Traffic Engineering Services; and
2. The Agreement currently provides in Exhibit A entitled "Scope of Work" the complete and particular description of services; and
3. The parties desire to amend Exhibit A by adding additional services as more completely and particularly set forth in the Scope of Work, attached as Exhibit "A-1"; and
4. The parties desire to amend Section 8 so as to allow Personal Service/ Assignment/Subcontractor; and
5. The City Manager approved this Amendment No. 1, on this 29th day of September, 2025.

**SECTION B. AMENDED TERMS**

**Now therefore** City and Consultant agree that the Agreement be, and hereby is, amended as follows:

1. This Agreement is amended to delete and replace in its entirety:

**Exhibit A "Scope of Work"** with **Exhibit A-1 "Scope of Work"** attached hereto and incorporated herein.

**2. Section 8. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR**

This AGREEMENT is for professional services which are personal to CITY. Jim Damkowitch is deemed to be specially experienced and is a key member of CONSULTANT's firm, and shall be directly involved in the performance of this work. This key person shall communicate with, and periodically report to,

CITY on the progress of the work. Should any such individual be removed from assisting in this contracted work for any reason, CITY may terminate this AGREEMENT.

This AGREEMENT may not be assigned or subcontracted without the City Manager's prior written consent. City has agreed that CONSULTANT may subcontract services through:

- National Data Services (NDS), Ruben Gallegos, Southwest Regional Manager, Traffic Counts

3. Except as otherwise specifically provided herein, all other provisions of the Agreement shall remain in full force and effect.

**In concurrence and witness whereof**, this Amendment No. 1 has been executed by the parties effective on the date and year first above written.

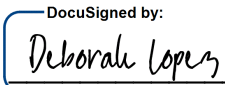
**CITY OF GOLETA**

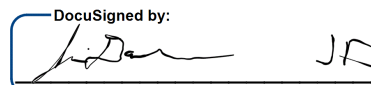
Signed by:  
  
Robert Nisbet, City Manager

**CONSULTANT**

Signed by:  
  
John Bosket, Vice President

**ATTEST:**

DocuSigned by:  
  
Deborah Lopez, City Clerk

DocuSigned by:  
  
Jim Dankowitch, Managing Director

**APPROVED AS TO FORM:**  
ISAAC ROSEN, CITY ATTORNEY

Signed by:  
  
Scott Shapses, Deputy City Attorney

## **EXHIBIT A-1 SCOPE OF WORK**

The following scope of service is to provide a one year update on the current operations of Hollister Avenue from Fairview Avenue to Kellogg Avenue. The intent of this study is to provide City staff with information necessary to update the Council on the impacts that the interim striping plan has had on the local community in relation to the project goals of increasing parking spaces, reducing traffic speeds, reducing collisions, improving bike and pedestrian conditions, and maintaining traffic flow. This will be the second update on this project with the previous update having been presented in March 2025 based on data collected in December 2024 and January 2025.

### **Task 1: Data Collection**

The first task of this project will be to collect data which reflects traffic conditions since January of 2025. Based on the previous staff report data needs to be compiled related to parking occupancy, collisions, speeds, and traffic volumes. Based on conversations with City staff, the City will collect data related to parking occupancy and travel speeds on Hollister Avenue and provide this data to DKS for processing. City staff will also provide DKS with collision data for crashes occurring between July 2024 (after project implementation) and July 2025.

DKS will have National Data Services (NDS) collect volume data at locations and in a manner consistent with the prior analysis. This includes collecting one day 24-hour hose counts at the following five locations for one day each in August, September, and October. These counts will be collected mid-week (Tuesday-Thursday) on non-holiday weeks.

- Hollister Avenue between Magnolia Avenue and Pine Avenue
- Gaviota Street between Magnolia Avenue and Pine Avenue
- Mandarin Drive between Magnolia Avenue and Pine Avenue
- Armitos Drive between Cardinal Avenue and Kinman Avenue
- Gato Avenue between Cardinal Avenue and Kinman Avenue

In addition to the 24-hour counts, NDS will collect AM (7-9am) and PM (4-6pm) intersection turning movement counts at five locations at the same time that the hose counts are being conducted in August, September, and October. These counts will include pedestrian and bicyclist activity. The following five locations will be counted:

- Hollister Avenue and Pine Avenue
- Pine Avenue and Gaviota Street
- Pine Avenue and Mandarin Avenue
- Kinman Avenue and Armitos Avenue
- Kinman Avenue and Gato Avenue

### **Task 2: Data Analysis**

After compiling the data in Task 1, DKS will conduct data trend analysis relevant to understanding if the goals of the project are being met. This includes crash trend analysis, summary speed statistics and comparison with prior data collection, trends in daily and peak period travel patterns, and intersection delay analysis at the intersection of Pine Avenue and Hollister Avenue.

**Task 3: Documentation**

DKS will document the findings of analysis to support a staff report to council on the current operations of Hollister Avenue in Old Town. This will include a draft memorandum for review by City staff with one round of comments before final submittal. DKS will also support the preparation of materials for the staff presentation to Council.