



**TO:** Mayor and Councilmembers

**SUBMITTED BY:** Deborah S. Lopez, City Clerk

**PREPARED BY:** David J. Cutaia, Deputy City Clerk

**SUBJECT:** Assignment of Existing Agreements for Professional Publishing Services with Quality Code Publishing to General Code, LLC and Amendment No. 5 to Increase Agreement Funding

**RECOMMENDATION:**

Authorize the City Manager to execute Amendment No. 5 to the Professional Services Agreements between the City of Goleta and General Code, LLC, increasing the total not-to-exceed amount of the agreement by \$35,000 for a new not-to-exceed total of \$100,000 with a termination date of June 30, 2027, subject to FY 25/26 and FY 26/27 budget approval.

**BACKGROUND:**

The City of Goleta entered into a Professional Services Agreement (Agreement No. 2015-105) with Quality Code Publishing on October 29, 2015, for Municipal Code publication services, with a not-to-exceed amount of \$29,500. Over the years, the agreement was amended as follows:

Amendment No. 1 (July 20, 2018): Extended the term to June 30, 2020.

Amendment No. 2 (June 4, 2020): Extended the term to June 30, 2022.

Amendment No. 3 (July 26, 2021): Increased the not-to-exceed amount to \$45,000 and extended the term to June 30, 2023.

Amendment No. 4 (May 16, 2023): Increased the not-to-exceed amount to \$65,000 and extended the term to June 30, 2025.

On April 30, 2022, Quality Code Publishing was acquired by General Code, LLC. As part of this acquisition, all assets and agreements, including the City's contract, were transferred to General Code, LLC (Attachment 1). An Assignment and Assumption Agreement was executed between General Code, LLC and Nancy Helmer (the owner of

Quality Code Publishing) to effect this transfer, ensuring continuity of services without interruption. It was understood that when the agreement was due to be amended, the assignment of the name would not change from Quality Code Publishing.

The proposed Amendment 5 (Attachment 2) is intended to formally approve the assignment of the contract from Quality Code Publishing to General Code, LLC. The proposed amendment will also increase the total not-to-exceed amount by \$35,000 to cover services through June 30, 2027.

#### **DISCUSSION:**

This assignment does not alter the scope, terms, or obligations of the original agreement and amendments, nor does it affect the team members assigned to the City's projects.

To continue providing high-quality and uninterrupted Municipal Code publication services, staff recommends increasing the agreement's not-to-exceed amount by \$35,000. This increase will cover anticipated expenses through the current agreement term ending June 30, 2027. The new total not-to-exceed amount will be \$100,000.

Approval of this assignment and amendment ensures uninterrupted delivery of Municipal Code publication services, accommodates projected costs, and provides the City with access to General Code's broader resources and expertise. Staff has reviewed the agreement and determined that the transfer and funding adjustment align with the City's needs and expectations.

#### **FISCAL IMPACTS:**

The proposed contract increase of \$35,000 is available as follows: \$5,000 in FY 24/25, and pending approval of the two-year budget, \$15,000 in FY 25/26, and \$15,000 in FY 26/27. All funding comes from account 101-10-1300-51200, Professional Services (Municipal Code). This action ensures sufficient funding to support continued services under the agreement.

<b>Municipal Code, FY 24/25</b>					
<b>Fund Type</b>	<b>Account</b>	<b>FY 24/25 Current Budget</b>	<b>YTD Actuals</b>	<b>Budget Available</b>	<b>Contract Not to Exceed Amount Requested for FY 2024/25</b>
General	101-10- 1300- 51200	\$87,300	\$75,715.38	\$9,204.62	\$5,000
<b>Total</b>		<b>\$87,300</b>	<b>\$75,715.38</b>	<b>\$11,584.62</b>	<b>\$0</b>

The funding chart above includes the requested agreement increase for the current fiscal year only. Amounts for the next two fiscal years are pending approval of the City's

upcoming two-year budget cycle, with annual funding projected to remain status quo based on the FY 24/25 allocation.

**ALTERNATIVES:**

The City Council could elect not to approve the proposed funding increase. This action would require establishing a new agreement with General Code, LLC or another vendor, potentially resulting in delays and disruptions to the Municipal Code publication services

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

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

**ATTACHMENTS:**

1. Assignment and Assumption Agreement executed on April 30, 2022
2. Amendment No. 5 to Professional Services Agreement 2015-105 with General Code
3. Original Professional Services Agreement (Agreement No. 2015-105) and subsequent amendments

**Attachment 1**

Assignment and Assumption Agreement executed on April 30, 2022

## **ASSIGNMENT AND ASSUMPTION AGREEMENT**

This ASSIGNMENT AND ASSUMPTION AGREEMENT is dated as of April 30, 2022 (this “Assumption Agreement”), between General Code, LLC, a New York limited liability company (the “Assignee”), and Nancy Helmer, an individual (the “Assignor”). All capitalized terms used but not defined in this Assumption Agreement shall have the meanings assigned to such terms in that certain Membership Interest Purchase Agreement, dated as of the date hereof (the “Purchase Agreement”), between the Assignor and the Assignee.


For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Assignors and the Assignee agree as follows:

- (a) Assignor hereby sells, assigns, transfers, conveys and delivers to the Assignee all of the Assignor’s right, title and interest in, to the Interests.
- (b) The Assignee accepts such assignment by the Assignor.
- (c) All matters relating to or arising out of this Assumption Agreement or the transactions contemplated hereby (whether sounding in contract, tort or otherwise) will be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.
- (d) This Assumption Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Assumption Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart to this Assumption Agreement.
- (e) The effective time of this Assumption Agreement is as of the Effective Time under the Purchase Agreement.

***[Signature page follows]***

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

**ASSIGNOR:**

DocuSigned by:  
  
E4E8A538168143A...  
**Nancy Helmer**

**ASSIGNEE:**

**GENERAL CODE, LLC,**  
a New York limited liability company

By: \_\_\_\_\_  
Name: John Belcik  
Title: Authorized Signer

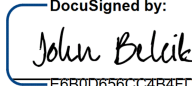
IN WITNESS WHEREOF, the parties hereto have executed this Assumption Agreement as of the date first written above.

**ASSIGNOR:**

\_\_\_\_\_  
**Nancy Helmer**

**ASSIGNEE:**

**GENERAL CODE, LLC,**  
a New York limited liability company

By:   
Name: John Belcik  
Title: Authorized Signer

**Attachment 2**

Amendment No. 5 to Professional Services Agreement 2015-105  
with General Code



**AMENDMENT NO. 5  
TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF GOLETA  
AND  
GENERAL CODE, LLC**

This **Amendment No. 5** to the Professional Services Agreement by and between the **City of Goleta**, a municipal corporation ("City") and **General Code, LLC**, ("Consultant") dated October 2, 2015 ("Agreement," Agreement No. 2015-105) is made on this \_\_\_\_ day of \_\_\_\_, 2025.

**SECTION A. RECITALS**

1. This Agreement is for the Municipal Code publication services and updates; and
2. This Agreement has been amended to extend the term and increase compensation to support ongoing and additional tasks (Amendment Nos. 1, 2, 3, and 4); and
3. The Agreement currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed \$65,000; and
4. The parties desire to amend the Agreement to provide for additional compensation in the amount of \$35,000 for continued tasks; and
5. The Agreement currently provides in Section 6 for the termination of the Agreement on June 30, 2025; and
6. The parties desire to amend the Agreement so as to extend the termination of the Agreement to June 30, 2027.
7. The Agreement currently provides that the parties are the City of Goleta and Quality Code Publishing. Quality Code Publishing was acquired by General Code, LLC on April 30, 2022. The City desires to formally accept the assignment and assumption of the Agreement to General Code, LLC.
8. The City Council approved Amendment No. 5, on this \_\_\_\_ day of \_\_\_\_, 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 \$35,000 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 are amended to extend the term for an additional two years 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. The City accepts the assignment and assumption of the Agreement from Quality Code Publishing to General Code, LLC.
4. Except as otherwise specifically provided herein, all other provisions of the Agreement shall remain in full force and effect.

Project name: Municipal Code

**In concurrence and witness whereof**, this Amendment No. 5 has been executed by the parties effective on the date and year first above written.

**CITY OF GOLETA**

**CONSULTANT**

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

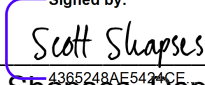
\_\_\_\_\_  
Cristina LoVerde, Vice President of  
Client Engagement

**ATTEST:**

\_\_\_\_\_  
Deborah S. Lopez, City Clerk

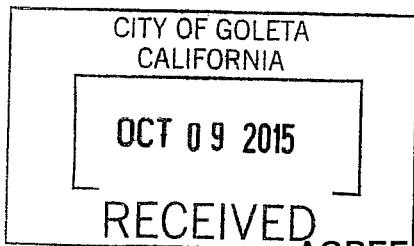
\_\_\_\_\_  
Lynn Martin, Chief Operating Officer

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

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

**Attachment 3**

Original Professional Services Agreement (Agreement No.  
2015-105) and subsequent amendments



Project Name: Municipal Code

**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN THE CITY OF GOLETA  
AND  
QUALITY CODE PUBLISHING**

This AGREEMENT FOR PROFESSIONAL SERVICES is made and entered into this 29<sup>th</sup> day of October, 2015, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **QUALITY CODE PUBLISHING**, (herein referred to as "CONSULTANT").

**WHEREAS**, CONSULTANT represents that they are sufficiently experienced and capable of providing the services agreed to herein and are sufficiently familiar with the needs of the CITY; and

**WHEREAS**, CONSULTANT submitted a Request for Proposal and on the 20<sup>th</sup> day of May, 2008, Council approved this Contract and authorized the City Manager to execute this Contract per the Goleta Municipal Code Section 3.05.240; and

**WHEREAS**, the City Manager is authorized by the City Council per the Goleta Municipal Code Section 3.05.240 to execute this AGREEMENT as the value of the AGREEMENT is under \$30,000.

CITY and CONSULTANT agree as follows:

**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:

Provide Professional Publishing services in conjunction with the City's Municipal Code. Services shall generally include the ongoing of updates for the City on a regular basis (as directed by City), 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 \$29,500 (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, 2018, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager (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. 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 in advance. 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 the compensation exhibit. 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 Deborah Lopez, City Clerk. 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, 2018, 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 paragraph 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 30 calendar days following the notice to proceed.

## **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. Nancy Helmer is deemed to be specially experienced and is a key member of CONSULTANT's firm, and shall be directly involved in performing, supervising or assisting 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 is not assignable by CONSULTANT without CITY's prior consent in writing.

## **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 in the aggregate.
- b) Insurance Services Office form number CA 0001 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 on a policy form appropriate to CONSULTANTS profession. Limits shall be no less than \$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) 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 exact 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 with an edition date prior to 2004.
- b) CONSULTANT's insurance shall apply 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) Liability coverage shall be primary and non-contributing with any insurance maintained by CITY.
- d) 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.
- e) 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.
- f) CONSULTANT agrees to deposit with CITY within fifteen days of Notice to Proceed of the Contract certificates of insurance and required endorsements.
- g) 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.

- h) 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. RELATION OF THE PARTIES**

The relationship of the parties to this AGREEMENT shall be that of independent contractors 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 thirty (30) 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 consultant 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**

CONSULTANT shall comply with the federal Americans with Disability Act, Public Law 101-336, and observe the disability discrimination prohibitions of such laws in the performance of the work required under this AGREEMENT.

**22. TAXPAYER IDENTIFICATION NUMBER**

CONSULTANT shall provide CITY with a complete Request for Taxpayer Identification Number and Certification, Form W-9 (Rev. 12-87), 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, including a CITY business license, 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: Michelle Greene, City Manager  
City of Goleta  
130 Cremona Drive, Suite B  
Goleta, CA 93117

TO CONSULTANT:

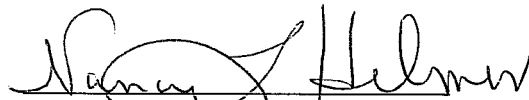
Quality Code Publishing  
Attn: Nancy Helmer  
7701 15<sup>th</sup> Avenue NW  
Seattle, WA 98117  
(800) 328-4348

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

  
Michelle Greene, City Manager

CONSULTANT

  
Nancy Helmer  
President

ATTEST:

  
Deborah S. Lopez, City Clerk

APPROVED AS TO FORM

  
Tim W. Giles, City Attorney

## **Exhibit A Scope of Work**

1. **SUPPLEMENT SERVICES.** CONSULTANT shall provide ongoing updates for the City, on a regular schedule, as directed by the City. Ordinances will be forwarded to CONSULTANT as they are adopted. Prior to beginning a regularly scheduled supplement, CONSULTANT must contact the City to confirm that CONSULTANT has received all the necessary ordinances. CONSULTANT's editors will prepare each supplement by completing the following steps:
  - 1.1. **Editing.** CONSULTANT shall organize the new ordinances by subject and will insert all amendments into their proper places in the code text. Provisions that have been repealed shall be deleted from the code text. New ordinances shall be codified to match the style of the code. Any conflicts, inconsistencies, duplications or discrepancies created by the new material shall be brought to the attention of the City.
  - 1.2. **Proofreading.** The revised pages will be proofread against the applicable ordinance to insure accuracy of content. CONSULTANT is responsible for the typographical correctness of the supplemented material. Any errors attributable to CONSULTANT will be corrected at no charge to the City.
  - 1.3. **Update Related Parts.** All history notes, tables, cross-references and index entries will be updated to reflect the new material.
  - 1.4. **Publish Supplement Pages.** The revised pages will be typeset to match the style and format of the code and printed on 20 lb. white bond paper (or equivalent) matching the existing code stock. The supplement must be printed in the quantity specified by the City.
  - 1.5. **Insertion Guide.** Each supplement will include a page with instructions for inserting the new pages and removing obsolete ones.
  - 1.6. **Frequency.** The City may choose to supplement the code as ordinances are adopted, quarterly, semi-annually, annually, or on an "as-needed" basis. The City may change the supplement interval at any time. Frequency of supplementation does not affect the supplement rate.
2. **ELECTRONIC PUBLISHING & INTERNET SERVICES.** CONSULTANT will maintain a searchable Internet database posted on CONSULTANT's website with a link to the City's site. As the code is updated, CONSULTANT will post the changes to the code on the Internet at the same time that CONSULTANT sends the City its printed supplements. CONSULTANT's on line codes feature a robust full-text search engine utilizing advanced Boolean operators, wildcards, exact

phrase searching, and allow control over how results are ranked. Search results are displayed by code section, and search results feature search-term highlighting. A simplified user interface is also provided to allow the less advanced user to easily create and combine "and," "or," and phrase search expressions. CONSULTANT's on-line service provides the user with the option of viewing and printing the code by either chapter or section. No license is required for the browse and search options.

CONSULTANT's Internet search facility, as well as our Web storage and delivery system, is custom-tailored to municipal code publication. The software is built upon the MySQL database server, the world's most popular open-source database software. MySQL is installed on more than 5 million web servers worldwide, and is used by organizations such as The Associated Press, Google and NASA. MySQL is renowned for its high speed, reliability, and compliance with industry standards.

- 2.1. **CODEALERT.** CodeAlert is an on-demand updating service that is designed to work in conjunction with the Internet copy of the City's Code. CodeAlert notifies the code user that a code section has been amended and provides a list of ordinances that have been passed, but not yet incorporated into the code. Sections of the code that have been affected by an adopted ordinance will contain a warning at the beginning of the section with a link to both the ordinance and the CodeAlert page. This service assures the viewer the most accurate, up-to-date version of the code, no matter how frequently you choose to supplement.
- 2.2. **Code on CD-ROM.** Subscribers to our electronic publishing services will receive an electronic copy of the code on CD after each printed supplement. The CD will contain the entire updated code in MS Word format. File format and software are subject to change to allow for improved technology, but no additional software licenses are required to use the CD.

PDF files containing the exact images of the supplement pages published by Consultant are also included on the CD. CONSUL TANT published pages may be reproduced by printing these files from Adobe Reader. Familiarity with creating 2-sided documents on your printer may be needed to duplicate actual code pages.



**Exhibit B  
Compensation**

**SUPPLEMENT SERVICES**

Supplement charge per page (10 printed copies) .....	\$19. 50
Database updating, per supplement (up to 50 pages) .....	\$75.00
Additional cost per page, if any, over 50 pages .....	\$1.00
CD with updated code in MS Word & PDF of supplement pages .....	\$25.00

**ELECTRONIC PUBLISHING & INTERNET SERVICES**

Internet monthly storage and maintenance fee .....	\$40.00
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**CODEALERT (Optional)**

Monthly updating .....	\$25.00
Charge per ordinance .....	\$30.00

Shipping and handling will be prepaid by Consultant and invoiced to the City upon delivery.

**AMENDMENT NO. 1  
TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF GOLETA  
AND  
QUALITY CODE PUBLISHING**

Agreement No. 2015-105.1  
City of Goleta, California

**This Amendment No. 1** ("Amendment") to PROFESSIONAL SERVICES AGREEMENT is made this 20<sup>th</sup> day of July, 2018, between the **CITY OF GOLETA** (City) and **QUALITY CODE PUBLISHING** (Consultant) dated October 2, 2015 ("Agreement").

**RECITALS**

**WHEREAS**, City and Consultant entered into an Agreement for Professional Services dated October 29, 2015 ("Agreement") for Municipal Code publication services; and

**WHEREAS**, the Agreement between City and Consultant currently provides in Section 6 for a termination date of June 30, 2018; and

**WHEREAS**, the parties desire to amend the Agreement so as to extend the termination of the Agreement to June 30, 2020; and

**WHEREAS**, pursuant to Goleta Municipal Code Section 3.05.240, the City Manager approved this Amendment No. 1 on this 20<sup>th</sup> day of July, 2018.

**AMENDED TERMS**

**Now Therefore** City and Consultant agree as follows 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 addition two years to read in its entirety:

The term of this AGREEMENT is from the date first written above to June 30, 2020 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 paragraph 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 48 hours following the notice to proceed.


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

In all other respects, the Agreement is hereby reaffirmed and in full force and effect.

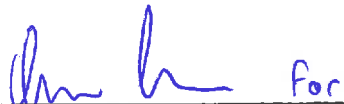
**CITY OF GOLETA**

  
(for) Michelle Greene, City Manager

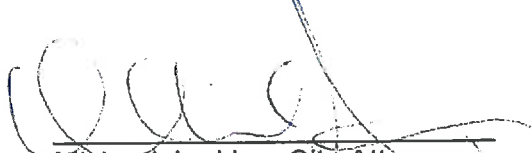
**CONSULTANT**

  
Nancy Helmer, President

**ATTEST:**

  
Deborah S. Lopez, City Clerk

**APPROVED AS TO FORM**

  
Michael Jenkins, City Attorney

**AMENDMENT NO. 2  
TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF GOLETA  
AND  
QUALITY CODE PUBLISHING**

This **Amendment No. 2** to the Professional Services Agreement by and between the **City of Goleta**, a municipal corporation ("City") and **Quality Code Publishing** ("Consultant") dated October 2, 2015 ("Agreement," Agreement No. 2) is made on this 4<sup>th</sup> day of June, 2020.

**RECITALS**

**WHEREAS**, this agreement is for Municipal Code publication services; and

**WHEREAS**, on July 20, 2018, the Agreement was amended to extend the termination date to June 30, 2020 (Amendment 1); and

**WHEREAS**, the Agreement currently provides in Section 6 for the termination of the Agreement on June 30, 2020 and

**WHEREAS**, the parties desire to amend the Agreement so as to extend the termination of the Agreement to June 30, 2022 and

**AMENDED TERMS**

**Now Therefore** City and Consultant agree as follows 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 two years to read in its entirety:

The term of this AGREEMENT is from the date first written above to June 30, 2022 unless term of this AGREEMENT is extended or the AGREEMENT is terminated as provided for herein.

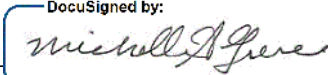
CONSULTANT shall not commence work on the services to be performed until (i) CONSULTANT furnishes proof of insurance as required by Section 10 below, and (ii) CITY gives written authorization to proceed with the work provided by CITY's Project Manager. All services shall be completed within the term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

Project name: Municipal Code

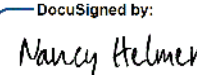
2. Except as otherwise specifically provided herein, all other provisions of the Agreement shall remain in full force and effect

**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**

DocuSigned by:  
  
Michelle Greene, City Manager

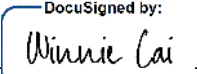
**CONSULTANT**

DocuSigned by:  
  
Nancy Helmer, President

**ATTEST:**

DocuSigned by:  
  
Deborah Lopez, Clerk

**APPROVED AS TO FORM**

DocuSigned by:  
  
Winnie Cai, Assistant City Attorney

**AMENDMENT NO. 3  
TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF GOLETA  
AND  
QUALITY CODE PUBLISHING**

This **Amendment No. 3** to the Professional Services Agreement by and between the **City of Goleta**, a municipal corporation ("City") and **Quality Code Publishing** ("Consultant") dated October 2, 2015 ("Agreement," Agreement No. 2015-105) is made on this 26th day of <sup>July</sup>\_\_\_\_\_, 2021.

**RECITALS**

**WHEREAS**, this agreement is for Municipal Code publication services; and

**WHEREAS**, on July 20, 2018, the Agreement was amended to extend the termination date to June 30, 2020 (Amendment 1); and

**WHEREAS**, on June 4, 2020, the Agreement was amended to extend the termination date to June 30, 2022 (Amendment 2); and

**WHEREAS**, the Agreement currently provides in Section 6 for the termination of the Agreement on June 30, 2022; and

**WHEREAS**, the parties desire to amend the Agreement so as to extend the termination of the Agreement to June 30, 2023; and

**WHEREAS**, the Agreement currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed twenty-nine thousand, five hundred dollars (\$29,500); and

**WHEREAS**, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of fifteen thousand, five hundred dollars (\$15,500) for continued tasks; and

**WHEREAS**, the Agreement did not provide for the Agreement or any amendments to be executed in counterparts by facsimile or electronic mail; and

**WHEREAS**, the parties desire to amend the Agreement to allow for execution of the Agreement and amendments by facsimile and electronic mail in order to expedite the finalization of the agreements; and

**WHEREAS**, the parties desire to retroactively amend this Agreement so that this Amendment is effective as of July 1, 2021; and

July **WHEREAS**, the City Manager approved this Amendment No. 3, on this 26<sup>th</sup> day of 2021

### **AMENDED TERMS**

**Now Therefore** City and Consultant agree as follows 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 fifteen thousand, five hundred dollars (\$15,500) and to read in its entirety:

(a) **Maximum and Rate.** The total compensation payable to SERVICE PROVIDER by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of forty-five thousand dollars (\$45,000) (herein "not-to-exceed amount") and shall be earned as the work progresses.

2. **Section 6. TERM, PROGRESS AND COMPLETION** of the Agreement is retroactively amended on July 1, 2021 to extend the term for an additional 1 year to read in its entirety.

The term of this Agreement is from the date first written above to June 30, 2023, 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.

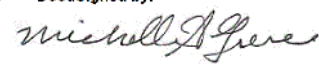
3. **Section 32. COUNTERPARTS AND ELECTRONIC/FACSIMILE SIGNATURES** of the Agreement is added to include counterparts and electronic/facsimile signatures as follows:

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.

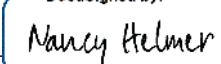
4. Except as otherwise specifically provided herein, all other provisions of the Agreement shall remain in full force and effect.

**In concurrence and witness whereof**, this Amendment No. 3 has been executed by the parties effective on the date and year first above written.

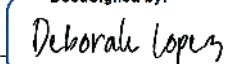
**CITY OF GOLETA**

DocuSigned by:  
  
Michelle Greene, City Manager

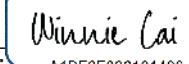
**CONSULTANT**

DocuSigned by:  
  
Nancy Helmer, President

**ATTEST:**

DocuSigned by:  
  
Deborah C. Lopez, City Clerk

**APPROVED AS TO FORM**

DocuSigned by:  
  
Winnie Cai, Assistant City Attorney



**AMENDMENT NO. 4  
TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF GOLETA  
AND  
QUALITY CODE PUBLISHING**

This **Amendment No. 4** to the Professional Services Agreement by and between the **City of Goleta**, a municipal corporation ("City") and **Quality Code Publishing** ("Consultant") dated October 2, 2015 ("Agreement," Agreement No. 4) is made on this 16<sup>th</sup> day of May 2023.

**RECITALS**

**WHEREAS**, this agreement is for Municipal Code publication services; and

**WHEREAS**, on October 29, 2015, the City Manager authorized an Agreement with Quality Code Publishing for professional publishing services regarding the Goleta Municipal Code); and

**WHEREAS**, on July 20, 2018, the Agreement was amended to extend the termination date to June 30, 2020 (Amendment 1); and

**WHEREAS**, on June 4, 2020, the Agreement was amended to extend the termination date to June 30, 2022 (Amendment 2); and

**WHEREAS**, on June 30, 2022, the Agreement was amended to extend the termination date to June 30, 2023, and the not-to-exceed amount was increased to \$45,000 (Amendment 3); and

**WHEREAS**, the Agreement currently provides in Section 6 for the termination of the Agreement on June 30, 2023 and

**WHEREAS**, the parties desire to amend the Agreement so as to extend the termination of the Agreement to June 30, 2025 and

**WHEREAS**, the Agreement currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed forty-five thousand, five hundred dollars (\$45,000); and

**WHEREAS**, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of twenty thousand dollars (\$20,000) for continued tasks; and

**WHEREAS**, the Agreement did not provide for the Agreement or any amendments to be executed in counterparts by facsimile or electronic mail; and

**WHEREAS**, the parties desire to amend the Agreement to allow for execution of the Agreement and amendments by facsimile and electronic mail in order to expedite the finalization of the agreements; and

The City Council approved Amendment No. 4, on this 16<sup>th</sup> day of May 2023.

### **AMENDED TERMS**

**Now Therefore** City and Consultant agree as follows 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 twenty thousand dollars (\$20,000) and to read in its entirety:
  - (a) **Maximum and Rate.** The total compensation payable to SERVICE PROVIDER by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of sixty-five thousand dollars (\$65,000) (herein "not-to-exceed amount") and shall be earned as the work progresses.
2. **Section 6. TERM, PROGRESS AND COMPLETION** of the Agreement is amended to extend the term for an additional 2 years to read in its entirety.

The term of this Agreement is from the date first written above to June 30, 2025, unless the term of this Agreement is extended, or the Agreement is terminated as provided for herein.

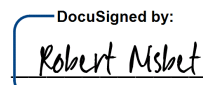
CONSULTANT shall not commence work on the services to be performed until (i) CONSULTANT furnishes proof of insurance as required by Section 10 below, and (ii) CITY gives written authorization to proceed with the work provided by CITY's Project Manager. All services shall be completed within the term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

Project name: Municipal Code

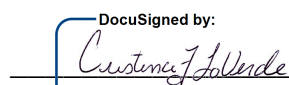
3. Except as otherwise specifically provided herein, all other provisions of the Agreement shall remain in full force and effect.

**In concurrence and witness whereof**, this Amendment No. 4 has been executed by the parties effective on the date and year first above written.


**CITY OF GOLETA**

DocuSigned by:  
  
Robert Nisbet, City Manager

**CONSULTANT**

DocuSigned by:  
  
Cristina LoVerde, Vice President  
of Client Engagement

**ATTEST:**

DocuSigned by:  
  
Deborah S. Lopez, City Clerk

**APPROVED AS TO FORM**

DocuSigned by:  
  
Winnie Cai, Assistant City Attorney