



TO: Mayor and Councilmembers

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

PREPARED BY: Sarah Fox, Public Works Business and Administration Manager

SUBJECT: Public Works Professional Services Agreements and Amendment with Solid Waste Solutions Inc., Explore Ecology, Flowers & Associates Inc.

RECOMMENDATION:

- A. Authorize the City Manager to execute a Professional Services Agreement with Solid Waste Solutions Inc. for a total not-to-exceed amount of \$255,000.00 and a termination date of June 30, 2028;
- B. Authorize the City Manager to execute a Professional Services Agreement with Explore Ecology for a total not-to-exceed amount of \$141,206.11 and a termination date of June 30, 2028; and
- C. Authorize the City Manager to execute Amendment No. 4 to Professional Services Agreement No. 2021-026 with Flowers & Associates, Inc., increasing the total not-to-exceed amount by \$120,000 for a total not-to-exceed amount of \$455,000, and extending the termination date to June 30, 2026.

BACKGROUND:

Since incorporation in 2002, Public Works staff have engaged private consultants to perform various professional services for the City. Public Works selected and executed agreements with the following consultants from the City’s approved pre-qualified consultant list 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:*Solid Waste Solutions Inc.*

Solid Waste Solutions has been selected from the City's Pre-Qualified Consultant List to enter into a Professional Services Agreement to provide professional project management and support services for Solid Waste and Recycling Programs needed to comply with state solid waste regulatory requirements. Table 1 provides the estimated cost of approximately \$85,000 each fiscal year and the funding source for the contract. The Professional Services Agreement with Solid Waste Solutions Inc. has a total not-to-exceed amount of \$255,000.00 and an expiration date of June 30, 2028, and is included as Attachment 1.

Explore Ecology

Explore Ecology has been selected as a sole source vendor to enter into a Professional Services Agreement to provide Watershed and Waste Reduction K-6 Education Programs needed to comply with state stormwater and solid waste regulatory requirements. Table 1 provides the estimated cost and funding source for the contract. The Professional Services Agreement with Explore Ecology has a total not-to-exceed amount of \$141,206.11 and an expiration date of June 30, 2028, and is included as Attachment 2.

Flowers & Associates, Inc.

On April 20, 2021, the City Manager approved a professional services agreement with Flowers & Associates, Inc. (Flowers) in the amount of \$45,000 to provide on-call inspection services outside of normal City business hours. Flowers was selected from the City's Pre-Qualified Consultant List. This agreement was amended to provide additional compensation in the amount of \$85,000 for continued tasks and extend the term of the agreement until June 30, 2022 (Amendment No. 1). Amendment No. 2 provided additional compensation in the amount of \$85,000 for continued tasks and extended the term of the agreement to June 30, 2024. Amendment No. 3 provided additional compensation in the amount of \$120,000 for continued tasks and extended the agreement term to June 30, 2025. Amendment 4 to this agreement will increase authority by \$120,000 for a new not-to-exceed amount of \$455,000 and a termination date of June 30, 2026, to cover costs associated with an additional year, Fiscal Year 2025-26, and update the fee schedule. This amendment requires no City funding, as the developer will cover all associated costs through developer deposits. These deposits are paid in advance of any inspection services being provided. The contract termination date would be extended to June 30, 2026.

FISCAL IMPACTS:

These agreements and amendments are funded by various accounts listed in Table 1 below.

Table 1 – Estimated Costs and Funding for Agreements and Amendments

Vendor	Project Component	Estimated Total Costs	Funding Source	Funding Amounts
Solid Waste Solutions Inc.	Project Management and Support Services for Solid Waste and Recycling Programs	\$255,000.00	211-50-5900-51200 Professional Services	\$255,000.00*
Explore Ecology	Watershed and Waste Reduction K-6 Education Programs	\$141,206.11	211-50-5900-51200 Professional Services	\$141,206.11*
Flowers	After hours on-call Inspection Services	\$120,000.00	Developer Deposits	\$120,000.00**
Total		\$516,206.11	\$516,206.11	

*Funding is split over Fiscal Years 25/26, 26/27, and 27/28.

**No City funding is needed; developers pay all deposits in advance.

ALTERNATIVES:

The City Council can elect not to approve the amendment and agreements discussed herein; however, this would result in gaps in service or delays to work associated with solid waste and recycling programs, watershed and waste reduction K-6 education programs, and after-hours inspection services.

LEGAL REVIEW BY: Isaac Rosen, City Attorney

APPROVED BY: Robert Nisbet, City Manager

ATTACHMENTS:

1. Professional Services Agreement with Solid Waste Solutions Inc.
2. Professional Services Agreement with Explore Ecology
3. Amendment No. 4 to Professional Services Agreement No. 2021-026 with Flowers & Associates, Inc.
4. Amendment No. 3, Amendment No. 2, Amendment No. 1 and Professional Services Agreement No. 2021-026 with Flowers & Associates, Inc.

ATTACHMENT 1

Professional Services Agreement with Solid Waste Solutions Inc.

Project Name: Solid Waste and Recycling Services

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF GOLETA
AND
SOLID WASTE SOLUTIONS INC.**

This AGREEMENT FOR PROFESSIONAL (herein referred to as "AGREEMENT") is made and entered into this 6th day of May, 2025, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **SOLID WASTE SOLUTIONS INC.**, a California Corporation (herein referred to as "CONSULTANT").

SECTION A. RECITALS

1. The CITY has a need for professional project management and support services for Solid Waste and Recycling Programs; 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 6th day of May, 2025, 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:

Professional Services in conjunction with On-Call Solid Waste and recycling Project Management Services shall generally include project and program management services, and coordination and

implementation of solid waste and recycling programs 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 **\$255,000** (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, 2028, 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 Dan Rowell. 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, 2028, 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. Kimberly Nilsson 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

City of Goleta

Public Works Department and Solid Waste Solutions Inc.

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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.
- 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) 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. 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: Kimberly Nilsson
Solid Waste Solutions, Inc.
25 W. Rolling Oaks Dr., Suite 201
Thousand Oaks, CA 91361

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

Robert Nisbet, City Manager

CONSULTANT

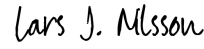
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Kimberly C Nilsson, President

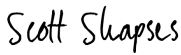
ATTEST

Deborah Lopez, City Clerk

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Lars J Nilsson, Vice President

APPROVED AS TO FORM:
ISAAC ROSEN, ACTING CITY ATTORNEY

Signed by:

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Scott Shapses, Deputy City Attorney

Exhibit A Scope of Work

Solid Waste Services: Solid Waste Solutions, Inc. (SWS) will provide continued solid waste project management services to the City of Goleta. Services shall include the following:

1. **Solid Waste Administrative Assignments:** SWS will assist City staff with the administrative duties relative to the Environmental Services Department. Tasks can include development of proposals, project tracking, contracts, etc.
2. **Coordination of the Preparation of the CalRecycle Annual Report:** In accordance with California Assembly Bill 939, all cities are required to prepare and submit an annual report on the status of the solid waste diversion for their jurisdiction. As the City of Goleta is in a regional agency with Santa Barbara County, the report is prepared by the County with program data received from the City. This task includes the gathering of all disposal and diversion data from the local landfill or reporting agencies, the solid waste haulers and any data regarding City implemented programs that have diverted material from the landfill or instituted policies for more environmental practices. This report shall include all required back up documentation, disposal tracking, and review of the online annual report as prepared by the County.
3. **Household Hazardous Waste Program Coordination:** The current collection program is offered by Santa Barbara County and coordinated/advertised by the city. SWS will continue to ensure that this program is implemented, advertised, and tracked efficiently in accordance with current laws by CalRecycle and/or the EPA.
4. **Solid Waste Franchise Agreement Coordination:** There are many requirements for the solid waste franchise agreements from the quarterly solid waste and diversion reports to meeting diversion requirements. In addition, the solid waste hauler is required to advertise their programs and educate the public both residentially and commercially so that they become better recyclers. SWS assists with these tasks, and City Staff approves them. SWS shall track all solid waste franchise agreement requirements and ensure obligations are being met by the franchise hauler.
5. **Program Development:** Our firm will assist the City in updating existing solid waste programs to further increase the diversion of waste from the landfill. These tasks may include but are not limited to:
 - Implementing the City's adopted policy for diversion of the Construction and Demolition (C&D) Debris Recycling Program in accordance with the Green Building Code, Commercial recycling and Organics Programs.
 - Assembly Bill Implementation: With the passage of new California Assembly Bills; AB 341, AB 1826, AB 1594 and SB 1383 the City is required to implement many new programs for the multi-family and commercial sectors. This task includes the education/outreach, implementation, tracking, and monitoring of said programs. These

- programs will be monitored annually by CalRecycle for compliance with State Law.
- Assistance with a public outreach program to all sectors as requested by the City. Creation of public awareness campaigns such as hauler clean up events, recycling, and organics mandates.
 - Participate in local and regional stakeholder meetings as requested
6. Grant Coordination: SWS will assist with the coordination of grants, including, the tracking of expenditures and assist in expending grant funding as required by each grant.
- CalRecycle-Beverage Container Recycling Grant: Review the CalRecycle Beverage Container Recycling funds received and expenditures. Ensure funds are expended properly.
 - SB 1383 Local Assistance Grant: Review and assist the City with the CalRecycle program expenditures and reporting for current and future grant cycles.
 - Miscellaneous Grants: For any other grants the City may be interested in SWS will assist the City in applying, reviewing, or expending funds.
7. Issuance of Bin Permits: SWS will coordinate with MarBorg Industries and purveyors of storage/moving bins for permitting the temporary placement of bins in the public right-of-way. This includes receiving the bin permit application, inputting them into the city's Magnet program, invoicing the customer through Magnet and releasing the permit once paid. SWS staff will also follow up with the bin owner to make sure it has been removed in accordance with the permit.
8. Building & Safety Plan Check Reviews: SWS will coordinate through the magnet program to ensure that the City receives the Construction and Demolition Debris Recycling Program documents are received, reviewed and on file with the building permit and also in the Public Works C&D files. This program is required by the California Green Building code and also City's SB1383 Ordinance 22-01-Organics. The reports required are:
- Certificate of Implementation: Indicates that the permittee for a building project will divert at least 65% of materials generated through their construction project; and
 - Waste Reduction & Recycling Summary Report (WRRS): Is a summary report that provided the detailed disposal and diversion report for the project.

EXHIBIT B SCHEDULE OF FEES

Professional Staff	Hourly Rate
Project Management:	\$133.00/hour
Senior Manager/Computer Programming / Database- Development/Management:	\$174.00/hour
Principal:	\$199.00/hour
Travel:	Actual Costs
2025 IRS Mileage Reimbursement:	\$0.70/mile

Note: All hourly rates are effective for 12 months after the date of proposal or contract execution, at which time they can be raised due to the cost of living increases and inflation (CPI).

ATTACHMENT 2

Professional Services Agreement with Explore Ecology

Project Name: Stormwater Education Services

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF GOLETA
AND
EXPLORE ECOLOGY**

This AGREEMENT FOR PROFESSIONAL SERVICES (herein referred to as "AGREEMENT") is made and entered into this 6th day of May, 2025, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **EXPLORE ECOLOGY**, a California corporation (herein referred to as "CONSULTANT").

SECTION A. RECITALS

1. The CITY has a need for professional services for Watershed and Waste Reduction K-6 Education Programs; 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 by selecting the only qualified firm based on competence; and
4. The City Council, on this 6th day of May, 2025, 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:

Professional Services shall generally include Watershed and Waste Reduction K-6 Education 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 \$141,206.11 (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, 2028, 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 Dan Rowell. 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, 2028, 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. Lindsay Johnson 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: Lindsay Johnson, Executive Director
Explore Ecology
302 East Cota Street
Santa Barbara, CA 93101

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

Robert Nisbet, City Manager

CONSULTANT

DocuSigned by:
Lindsay Johnson
9DC6CF81BB5744A...

Lindsay Johnson, Executive Director

ATTEST

Deborah Lopez, City Clerk

DocuSigned by:
Scott Etsby
87E5D3E50BA14A3...

Scott Etsby, Board Treasurer

APPROVED AS TO FORM:
ISAAC ROSEN, ACTING CITY ATTORNEY

Signed by:
Scott Shapses
8E64D649018644D...

Scott Shapses, Deputy City Attorney

EXHIBIT A

Scope of Work

Consultant shall provide the following services:

TASK 1: CREEK KIDS EDUCATION

Explore Ecology will educate 750 students with in-class lessons and field trips.

A. Creek Kids Series

- 125 4th through 6th grade students (approximately 5 classes) will be the main target audience for this 3-part series of lessons, which include:
 - Creek Kids #1 – *What is a watershed?*
 - Creek Kids Watershed Resource Center (WRC) Field Trip – *Solutions to pollution*
 - Creek Kids #2 – *Action! How kids can help keep creeks clean*

Lessons must be scheduled as a series. Consultant time will include the implementation of each 3-part series including promotion and outreach, scheduling, lesson preparation, clean-up, and lesson presentations.

B. Watershed Resource Center Field Trips

Each class will participate in a beach clean-up and the data will be added to the Arroyo Burro trash cleanup database and tracking graphs. 375 K-6th grade students (approximately 15 classes) will be the focus of the WRC Field Trip, with other grades included as space permits. Contractor time will include implementing each field trip including promotion and outreach, scheduling, lesson preparation, clean-up, travel time and lesson presentations.

C. Watersheds at School Lesson

This lesson is an in class alternative for classes who cannot attend the Watershed Resource Center field trip due to busing, school restrictions on field trips, or other barriers. Explore Ecology will prioritize field trips and will use this as an alternative when necessary. Available to grades K-6.

TASK 2: WASTE REDUCTION EDUCATION

Explore Ecology educators will educate 1,200 students with in class lessons and field trips.

A. Replace the Waste In Class Lesson Series

- Available for students in grades K-6
 - In Class Waste Reduction lesson
 - In Class Food Waste Lesson

- In Class Compost lesson
- In Class Food Waste/Compost Lesson

Lessons may be scheduled individually or as a series. Consultant time will include the implementation of each lesson including promotion and outreach, scheduling, lesson preparation, clean-up, and lesson presentations.

B. Field Trip to Tajiguas Landfill & ReSource Center & Modified Replace the Waste Series

- Approximately 9 classes, 4th grade and up (~225 students)
- Grades 4-6 must complete the in-class lessons prior to the field trip
 - In Class Waste Reduction lesson
 - In Class Food Waste/Compost Lesson
 - Field Trip to Tajiguas Landfill & Resource Center

Consultant time will include the implementation of each lesson series and field trip including promotion and outreach, scheduling, lesson preparation, clean-up, and lesson presentations.

C. Field Trip to Art From Scrap Creative Reuse Store

Available for grades K-6. Consultant time will include the implementation of each field trip including promotion and outreach, scheduling, lesson preparation, clean-up, and lesson presentations.

TASK 3 – PROGRAM ADMINISTRATION

- Provide continuous interface with City staff regarding projects.
- Project and program management and general administrative tasks.
- Data entry, tracking, and analysis.
- Distribution and collection of surveys
- Cost allocation for use of WRC will be invoiced as part of this contract and used to cover a portion of the management and operation of the WRC.
- Fee to be paid to Explore Ecology to cover costs incurred for use of the County's Landfill & ReSource Center facility, and to cover County staff time spent on field trip preparation and administration.

PROGRAM MILESTONES

- Educate 1,950 students total.
- 375 students will participate in the Watershed Resource Center field trip.
- 375 students total (125 unduplicated students) will participate in the Creek Kids Series.
- Approximately 225 students will participate in the Tajiguas Landfill field trip.

EXHIBIT B

Schedule of Fees

The cost of work is a time and materials contract for **\$45,215.96-\$48,964.04** per year. For Task 1 (Creek Kids Education) and Task 2 (Waste Reduction Education), students will be billed at **\$17.00-\$17.89 per student**.

Contract Tasks	Rate Range	Budgeted Amount Year 1	Budgeted Amount Year 2	Budgeted Amount Year 3
Task 1 - Watershed Education (750 students)	\$17.00-\$17.89 student	\$12,750.00	\$13,027.50	\$13,417.50
Task 1A - Busing funds WRC trips (20 Trips)	\$250-\$300/trip	\$5,000.00	\$5,500.00	\$6,000.00
Task 2 - Waste Reduction Education (1,200 students; Includes admin, overhead, and mileage)	\$17.00-\$17.89/ student	\$20,844.00	\$21,468.00	\$22,104.00
Task 2A - Busing Funds Tajiguas ReSource Center Trip (9 trips)	\$250-\$300/trip	\$2,250.00	\$2,475.00	\$2,700.00
Task 2B - Busing Funds AFS trip (3 Trips)	\$250-\$300/trip	\$750.00	\$825.00	\$900.00
Task 3 - Program Administration (WRC Management-one time fee)	\$521.23-\$552.98/ annual	\$521.23	\$536.87	\$552.98
Incidentals (administrative costs or flexibility in # of students)	\$17.37-\$18.42/ student	\$1,044.85	\$1,076.20	\$1,108.49
County Program Fee	\$2,055.88-\$2,182.08/ annual	\$2,055.88	\$2,117.55	\$2,181.08
Total		\$45,215.96	\$47,026.11	\$48,964.04

3 YEAR CONTRACT FY 2025-2028 TERMS OF AGREEMENT

Explore Ecology will receive a minimum of 3% annual COLA increase following the increase for the FY 2025-2028 contract years. Over the three-year contract period, the minimum contract total will be as follows:

Contract Year	Contract Total
2025-2026	\$45,215.96
2026-2027	\$47,026.11
2027-2028	\$48,964.04

ATTACHMENT 3

Amendment No. 4 to Professional Services Agreement No. 2021-026 with
Flowers & Associates, Inc.

**AMENDMENT NO. 4
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND FLOWERS AND ASSOCIATES, INC.**

This **Amendment No. 4** to the Professional Services Agreement by and between the **City of Goleta**, a municipal corporation ("City") and **Flowers & Associates, Inc.** ("Consultant") dated April 20, 2021 ("Agreement," Agreement No. 2021-026) is made on this ____ day of _____, 2025.

SECTION A. RECITALS

1. This Agreement is for the on-call traffic control monitoring services for encroachment permit traffic control; and
2. This Agreement has been amended to provide additional compensation, extend the agreement term, and update Exhibit B "Compensation" to identify new hourly rates (Amendment No. 1, 2, and 3); and
3. The Agreement currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed \$335,000; and
4. The parties desire to amend the Agreement so as to provide for additional compensation in the amount of \$120,000 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, 2026; and
7. The Agreement currently provides in Exhibit B-2 entitled "Compensation" the hourly rates; and
8. The parties desire to amend Exhibit B-2 of the Agreement to identify the new hourly rates, attached as "Exhibit B-3"; and
9. The City Council approved this Amendment No. 4, on this 6th day of May, 2025.

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. 4 to Agreement No. 2021-026
Page 1 of 4

1. **Subsection (a) of Section 3. COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of \$120,000 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 four hundred and fifty-five thousand dollars (\$455,000.00) (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-3," 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. **Section 6. TERM, PROGRESS AND COMPLETION** of the Agreement is amended to extend the term for an additional one (1) year 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.

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

Exhibit B-2 "Compensation" with **Exhibit B-3 "Compensation"** 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. 4 has been executed by the parties effective on the date and year first above written.

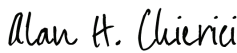
CITY OF GOLETA

Robert Nisbet, City Manager


ATTEST:

Deborah Lopez, City Clerk

CONSULTANT

DocuSigned by:


4F690D34B1034AD...
Alan H. Chierici, Vice President

DocuSigned by:


E846532DDAFD45A...
Robert A. Schmidt, P.E., Principle

APPROVED AS TO FORM:
ISAAC ROSEN, ACTING CITY ATTORNEY

Signed by:


4365248AE5424CE...
Scott Shapses, Deputy City Attorney

EXHIBIT B-3 COMPENSATION

FEE SCHEDULE

Effective July 1, 2024 – June 30, 2026

<u>ENGINEERING SERVICES</u>	<u>HOURLY RATE</u>
Principal Engineer	\$263.00
Associate Engineer	\$242.00
Senior Engineer II	\$231.00
Senior Engineer I	\$215.00
Drainage Engineer	\$215.00
Qualified SWPPP Practitioner	\$200.00
Design Engineer II	\$190.00
Water Resources Specialist	\$190.00
Project Manager	\$190.00
Design Engineer I	\$175.00
CAD Designer	\$160.00
CAD Technician	\$142.00
Administrative Support	\$120.00
<u>PLANNING SERVICES</u>	
Principal Planner	\$263.00
Associate Planner	\$200.00
Senior Planner	\$181.00
Public Agency Coordinator	\$167.00
<u>CONSTRUCTION PHASE SERVICES</u>	
Principal Construction Engineer	\$263.00
Associate Construction Engineer	\$242.00
Senior Construction Engineer	\$215.00
Resident Engineer	\$200.00
Prevailing Wage Construction Monitor	\$182.00
Prevailing Wage Construction Monitor Overtime	\$210.00
Prevailing Wage Construction Monitor Sunday	\$230.00
Construction Monitor	\$158.00
<u>EXPERT TESTIMONY</u>	
Expert Testimony, Deposition, Court Appearance, and research related thereto will be charged at 3.0 times the applicable hourly rate.	
<u>REIMBURSABLE EXPENSE</u>	
Plots and other expenses connected with the work will be charged at cost.	

ATTACHMENT 4

Amendment No. 3, Amendment No. 2, Amendment No. 1 and Professional Services

Agreement No. 2021-026 with Flowers & Associates Inc.

**AMENDMENT NO. 3
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
FLOWERS & ASSOCIATES, INC.**

This **Amendment No. 3** to the Professional Services Agreement by and between the **City of Goleta**, a municipal corporation ("City") and **Flowers & Associates, Inc.** ("Consultant") dated April 20, 2021 ("Agreement," Agreement No. 2021-026) is made on this 19th day of September, 2023.

SECTION A. RECITALS

1. This Agreement is for the on-call traffic control monitoring services for encroachment permit traffic control; and
2. This Agreement was amended on June 15, 2021, to provide additional compensation and extend the agreement term (Amendment No. 1); and
3. This Agreement was amended on June 7, 2022, to provide additional compensation, extend the agreement term, and update Exhibit B "Compensation" to identify new hourly rates (Amendment No. 2); and
4. The Agreement currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed \$215,000; and
5. The parties desire to amend the Agreement so as to provide for additional compensation in the amount of \$120,000 for continued tasks; and
6. The Agreement currently provides in Section 6 for the termination of the Agreement on June 30, 2024; and
7. The parties desire to amend the Agreement so as to extend the termination of the Agreement to June 30, 2025; and
8. The Agreement currently provides in Exhibit B-1 entitled "Compensation" the hourly rates; and
9. The parties desire to amend Exhibit B-1 of the Agreement to identify the new hourly rates, attached as "Exhibit B-2"; and
10. The City Council approved this Amendment No.3, on this 19th day of September, 2023.

SECTION B. AMENDED TERMS

City of Goleta
Amendment No. 3 to Agreement No. 2021-026
Page 1 of 4

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 \$120,000 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 \$335,000 (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-2," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until June 30, 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.

2. **Section 6. TERM, PROGRESS AND COMPLETION** of the Agreement is amended to extend the term for an additional year 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.

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

Exhibit B-1 "Compensation" with **Exhibit B-2 "Compensation"** 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. 3 has been executed by the parties effective on the date and year first above written.

CITY OF GOLETA

CONSULTANT

DocuSigned by:

Robert Nisbet

Robert Nisbet, City Manager

DocuSigned by:

Robert A. Schmidt

Robert A. Schmidt, P.E., Principal

ATTEST:

DocuSigned by:

Deborah Lopez

Deborah Lopez, City Clerk

DocuSigned by:

Alan H. Chierici, Vice President

Alan H. Chierici, Vice President

APPROVED AS TO FORM:

MEGAN GARIBALDI, CITY ATTORNEY

DocuSigned by:

Scott Shapses

Scott Shapses, Deputy City Attorney

EXHIBIT B-2 COMPENSATION

<u>ENGINEERING SERVICES</u>	<u>HOURLY RATE</u>
Principal Engineer	\$238.00
Associate Engineer	\$219.00
Senior Engineer II	\$208.00
Senior Engineer I	\$194.00
Drainage Engineer	\$194.00
Qualified SWPPP Practitioner	\$185.00
Design Engineer II	\$175.00
Water Resources Specialist	\$175.00
Project Manager	\$175.00
Design Engineer I	\$162.00
CAD Designer	\$147.00
CAD Technician	\$131.00
Administrative Support	\$112.00
 <u>PLANNING SERVICES</u>	
Principal Planner	\$238.00
Associate Planner	\$185.00
Senior Planner	\$174.00
Public Agency Coordinator	\$156.00
 <u>CONSTRUCTION PHASE SERVICES</u>	
Principal Construction Engineer	\$238.00
Associate Construction Engineer	\$219.00
Senior Construction Engineer	\$208.00
Resident Engineer	\$185.00
Prevailing Wage Construction Monitor	\$168.00
Prevailing Wage Construction Monitor Overtime	\$195.00
Prevailing Wage Construction Monitor Weekend	\$195.00
Construction Monitor	\$150.00
 <u>EXPERT TESTIMONY</u>	
Expert Testimony, Deposition, Court Appearance, and research related thereto will be charged at 3.0 times the applicable hourly rate.	
 <u>REIMBURSABLE EXPENSE</u>	
Plots and other expenses connected with the work will be charged at cost.	

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

This **Amendment No. 2** to the Professional Services Agreement by and between the **City of Goleta**, a municipal corporation ("City") and **Flowers & Associates, Inc., a California Corporation** ("Consultant") dated April 20, 2021 ("Agreement," Agreement No. 2021-026) is made on this 7th day of June, 2022.

SECTION A. RECITALS

1. This Agreement is for the on-call traffic control monitoring services for encroachment permit traffic control; and
2. This Agreement was amended on June 15, 2021 to provide additional compensation and extend the agreement term. (Amendment No. 1.)
3. The Agreement currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed \$130,000; and
4. The parties desire to amend the Agreement so as to provide for additional compensation in the amount of \$85,000 for continued tasks; and
5. The Agreement currently provides in Section 6 for the termination of the Agreement on June 30, 2022; and
6. The parties desire to amend the Agreement so as to extend the termination of the Agreement to June 30, 2024 and
7. The Agreement currently provides in Exhibit B entitled "Compensation" the hourly rates; and
8. The parties desire to amend Exhibit B of the Agreement to identify the new hourly rates, attached as "Exhibit B-1"; and
9. The City Council approved this Amendment No. 2, on this 7th day of June, 2022.

SECTION B. 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 \$85,000 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 \$215,000 (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 two years to read in its entirety.

The term of this Agreement is from the date first written above to June 30, 2024 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 B "Compensation" with **Exhibit B-1 "Compensation"** 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


DocuSigned by:

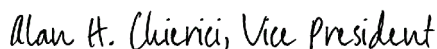
DE7CE466308944A...
Michelle Greene, City Manager

CONSULTANT

DocuSigned by:

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Robert A. Schmidt, P.E., Principal

ATTEST:

DocuSigned by:

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Deborah Lopez, City Clerk

DocuSigned by:

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Alan H. Chierici, Vice President

APPROVED AS TO FORM:
MEGAN GARIBALDI, CITY ATTORNEY

DocuSigned by:

A1BF8F896161498...
Winnie Cai, Assistant City Attorney

Exhibit B-1 Compensation

ENGINEERING SERVICES HOURLY RATE

Principal Engineer	\$216.00
Associate Engineer.....	\$199.00
Senior Engineer II.....	\$189.00
Senior Engineer 1.....	\$176.00
Drainage Engineer.....	\$176.00
Qualified SWPPP Practitioner.....	\$176.00
Design Engineer II.....	\$166.00
Water Resources Specialist.....	\$166.00
Project Manager	\$166.00
Design Engineer I.....	\$154.00
CAD Designer	\$140.00
CAD Technician.....	\$125.00
Administrative Support	\$107.00

PLANNING SERVICES

Principal Planner	\$189.00
Associate Planner.....	\$168.00
Senior Planner	\$158.00
Public Agency Coordinator.....	\$142.00

CONSTRUCTION PHASE SERVICES

Principal Construction Engineer.....	\$216.00
Associate Construction Engineer.....	\$199.00
Senior Construction Engineer	\$187.00
Resident Engineer	\$176.00
Prevailing Wage Construction Monitor	\$160.00
Prevailing Wage Construction Monitor Overtime	\$190.00
Prevailing Wage Construction Monitor Weekend	\$190.00
Construction Monitor.	\$138.00

EXPERT TESTIMONY

Expert Testimony, Deposition, Court Appearance, and research related thereto will be charged at 3.0 times the applicable hourly rate.

REIMBURSABLE EXPENSE

Plots and other expenses connected with the work will be charged at cost.

2021-026.1

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

This **Amendment No. 1** to the Professional Services Agreement by and between the **City of Goleta**, a municipal corporation ("City") and **Flowers & Associates, Inc., a California Corporation** ("Consultant") dated April 20, 2021 ("Agreement," Agreement No.2021-026) is made on this 15th day of June, 2021.

RECITALS

WHEREAS, this Agreement is for the on-call traffic control monitoring services for encroachment permit traffic control; and

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

WHEREAS, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of \$85,000 for continued tasks; and

WHEREAS, the Agreement currently provides in Section 6 for the termination of the Agreement on June 30, 2021; and

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

WHEREAS, the City Council approved this Amendment No. 1, on this 15th day of June, 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 \$85,000 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 \$130,000 (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 one year to read in its entirety.

The term of this Agreement is from the date first written above to June 30, 2022, 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. 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

DocuSigned by:

DE7CE466308944A...
Michelle Greene, City Manager

CONSULTANT

DocuSigned by:

E846532DDAFD45A...
Robert A Schmidt, PE Principal

ATTEST:

DocuSigned by:

A3E09F3473CA47E...
Deborah Lopez, City Clerk

DocuSigned by:

4F690D34B1034AD...
Alan H. Chierici, Vice President

APPROVED AS TO FORM:
MICHAEL JENKINS, CITY ATTORNEY

DocuSigned by:

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Winnie Cai, Assistant City Attorney

2021-026

Project Name: On-Call Traffic Control Monitoring Services

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF GOLETA
AND
FLOWERS & ASSOCIATES, INC.**

This AGREEMENT FOR PROFESSIONAL SERVICES (herein referred to as "AGREEMENT") is made and entered into this 20 day of April, 2021, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and Flowers & Associates, a civil engineering, planning, and construction engineering corporation (herein referred to as "CONSULTANT").

WHEREAS, the CITY has a need for professional on-call traffic control monitoring services for encroachment permit traffic control.; and

WHEREAS, 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

WHEREAS, the CITY procured these services in compliance with Goleta Municipal Code Section 3.05.260 by means of a formal request for proposal/qualifications process; and

WHEREAS, the City Manager approved this AGREEMENT pursuant to Goleta Municipal Code section 3.05.070.

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:

Professional Services on-call inspection services in conjunctions with City issued encroachment permits for private construction within the public right-of-way. Services are for work scheduled outside normal City business hours. Services shall generally include on-call oversight and inspection of encroachment permits adherence to local and state laws, and conformance to City standard details for construction, 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, 2021 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 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 Melissa Angeles, 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, 2021 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 by June 30, 2021 and incorporated here in as "on-call inspection services."

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. Alan Chierici, Flowers & Associates 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) 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) 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

CONSULTANT shall not discriminate on the basis of race, color, gender, gender identity/expression, pregnancy, sexual orientation, disability, marital status, or any other characteristic protected under applicable federal or state law.

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: Michelle Greene, City Manager
City of Goleta
130 Cremona Drive, Suite B
Goleta, CA 93117


TO CONSULTANT: Alan Chierici, Vice President
Flowers & Associates, Inc.
201 North Calle Cesar Chavez, Suite 100
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


DocuSigned by:

DE7CE406308944A...
Michelle Greene, City Manager

CONSULTANT

DocuSigned by:

E846532D0AFD45A...
Robert A. Schmidt, P.E. Principal

ATTEST

DocuSigned by:

A3E08F3473CA47E...
Deborah Lopez, City Clerk

DocuSigned by:

4F680D34B1034AD...
Alan H. Chierici, Vice President

APPROVED AS TO FORM:
MICHAEL JENKINS, CITY ATTORNEY

DocuSigned by:

A1BF8F806161498...
Winnie Cai, Assistant City Attorney

Exhibit A:
Scope of Services

CONSULTANT SHALL PROVIDE THE FOLLOWING ON-CALL INSPECTION SERVICES:

1. Provide construction inspection that includes observation, inspection and notice of correction required for construction activities to verify that the activities comply with the encroachment permit, plans, specifications, City standards and public safety.
2. Provide pre-work condition documentation (photo and/or video graphic).
3. Notify City staff of any identified areas of special importance for further normal business hours of inspection.
4. Coordinate and disseminate information to City staff, nearby affected properties and utility providers of possible construction activity impacts.

DELIVERABLES:

5. Create and maintain daily inspection reports and photo-documentation of construction activities for permits under inspection.
6. Provide sign off at completion of the work associated with any encroachment permit under inspector's pervue.

Exhibit B
Fee Schedule

<u>ENGINEERING SERVICES</u>	<u>HOURLY RATE</u>
Principal Engineer	\$206.00
Associate Engineer	\$189.00
Senior Engineer II	\$178.00
Senior Engineer I	\$168.00
Drainage Engineer	\$168.00
Qualified SWPPP Practitioner	\$168.00
Design Engineer II	\$158.00
Water Resources Specialist	\$158.00
Project Manager	\$158.00
Design Engineer I	\$147.00
CAD Designer	\$133.00
CAD Technician	\$119.00
Administrative support.....	\$102.00
 <u>PLANNING SERVICES</u>	
Principal Planner	\$179.00
Associate Planner	\$158.00
Senior Planner	\$148.00
Public Agency Coordinator	\$135.00
 <u>CONSTRUCTION PHASE SERVICES</u>	
Principal Construction Engineer	\$206.00
Associate Construction Engineer	\$189.00
Senior Construction Engineer	\$178.00
Resident Engineer.....	\$168.00
Prevailing Wage Construction Monitor	\$152.00
Construction Monitor	\$131.00
 <u>REIMBURSABLE EXPENSE</u>	
Plots and other expenses connected with the work will be charged at cost.	