



**TO:** Mayor and Councilmembers

**SUBMITTED BY:** Peter Imhof, Planning and Environmental Review Director

**PREPARED BY:** Anne Wells, Advance Planning Manager  
Molly Cunningham, Assistant Planner

**SUBJECT:** Advance Planning Division Professional Services Contracts for  
Fiscal Years 2025-2026 and 2026-2027

**RECOMMENDATION:**

- A. Authorize the City Manager to execute Amendment No. 4 to Professional Services Agreement No. 2019-053 with Robert Brown Engineers for continued Oil and Gas Support services, increasing the maximum contract amount by \$80,000 for a total not-to-exceed amount of \$280,000 and extending the term of the Agreement to June 30, 2027 subject to the approval of the Fiscal Year 2025-26 and Fiscal Year 2026-27 Budget; and
- B. Authorize the City Manager to execute Amendment No. 5 to Professional Services Agreement No. 2017-056 with RRM Design Group, for continued assistance with the New Zoning Ordinance and Local Coastal Program projects, increasing the maximum contract amount by \$113,900, for a total not-to-exceed amount of \$398,007.23, amending the scope for additional tasks and extending the term of the agreement to June 30, 2027 subject to the approval of the Fiscal Year 2025-26 and Fiscal Year 2026-27 Budget.

**BACKGROUND:**

**Oil and Gas Support Services – Robert Brown Engineers**

Robert Brown Engineering (RBE) specializes in safety and design engineering for oil and gas processing and refining facilities. They have expertise in hazard analyses, risk assessment, risk analyses, system safety, operations, and maintenance, and conducting safety audits. Because of their specialized skill and unique knowledge of the local oil and gas infrastructure, RBE conducts annual safety audits and petroleum inspections for oil and gas processing facilities throughout the Santa Barbara County region.

On June 18, 2019, the City Manager executed an agreement with RBE for two years of oil and gas support services with a not-to-exceed amount of \$28,500 (Agreement No.

2019-053). On March 3, 2020, City Council authorized the City Manager to execute an amendment to the Agreement to add an additional \$51,500. A second amendment was authorized by City Council on June 15, 2021, to provide an additional \$80,000 and extend the term of the Agreement to June 30, 2023. On June 6, 2023, a third amendment was authorized to provide an additional \$40,000 and extend the term of the agreement to June 30, 2025. Agreement No. 2019-053 currently expires on June 30, 2025.

RBE, under contract to the City, has successfully represented the City's interests in coordinating oil and gas safety audits for facilities located in and/or connected to facilities adjacent to the City. Facilities include the Ellwood Onshore Oil and Gas Processing Facility (EOF), the State Lease 421 wells and piers (now decommissioned), onshore infrastructure supporting the now decommissioned 421 wells and pier, and offshore pipelines and cables connecting the EOF to Platform Holly. RBE has been instrumental in ensuring that best practices are used and adhered to for the safety of the Goleta community and the environment during repair work on both Platform Holly and the EOF.

### **Zoning and Local Coastal Program Services – RRM Design Group**

On June 30, 2015, City Council authorized the City Manager to execute an agreement for professional services with RRM Design Group (RRM) to assist staff in the development of a New Zoning Ordinance (Task A) and Local Coastal Program (LCP) (Task B) in an amount not to exceed \$237,400 with a termination date of June 30, 2017 (Agreement No. 2015-054). After Agreement No. 2015-054 expired, the City entered into a follow up agreement with RRM on June 18, 2017. This agreement, Agreement No. 2017-056, included uncompleted tasks remaining under the expired Agreement No. 2015-054 as well as expanded public outreach for the New Zoning Ordinance.

Agreement No. 2017-056 originally had a not-to-exceed amount of \$244,107.23 with a termination date of June 30, 2019. On June 19, 2018, the City Council approved an amendment to the agreement to add \$20,000 to the not-to-exceed amount of the agreement. On July 18, 2019, the City Council approved a second amendment to the agreement to again add \$20,000 to the not-to-exceed amount and extend the term of the agreement to June 30, 2021. On May 7, 2021, the City Manager executed a third amendment to the agreement to extend the term of the agreement to June 30, 2023. Finally, the City Manager executed a fourth amendment to the agreement on June 7, 2023, to extend the term of the agreement to June 30, 2025. Currently, the agreement has a not-to-exceed amount of \$284,107.23 and a termination date of June 30, 2025.

Since execution of Agreement No. 2017-056, Task A has been completed (with the adoption of Title 17 (Zoning) of the Goleta Municipal Code). However, work remains to complete Task B.

## **DISCUSSION**

### **Oil and Gas Support Services – Robert Brown Engineers**

As a result of the high volume of oil and gas decommissioning activity at State Lease 421 and Platform Holly and safety audits and inspections at the EOF, the funding under Agreement No. 2019-053 is nearly expended and term under the Agreement has almost been reached. RBE's services are still needed for the decommissioning of Platform Holly, the EOF, and the onshore portion of the facilities previously supporting the 421 piers and wells. Systems safety oversight from the City is a critical step in the process of removing these non-operational facilities. As the State Lands Commission conducts the requisite environmental review for the platform decommissioning, RBE will serve as the City's technical liaison, contingent upon the contract amendment. To address these needs, the proposed amendment includes an increase in the maximum compensation of \$80,000 with an extended term to June 30, 2027. The proposed Amendment No. 4 to Agreement No. 2019-053 with RBE is provided as Attachment 1.

### **Zoning and Local Coastal Program Services – RRM Design Group**

The City's General Plan / Coastal Land Use Plan (General Plan) was originally prepared to serve as the City's policy document for the LCP. However, based on informal consultation with California Coastal Commission staff, significant revisions to all aspects of the City's General Plan / Coastal Land Use Plan policies will be needed to achieve Coastal Commission certification. Additionally, based on these policy revisions, significant amendments to Title 17 of the GMC will be needed to serve as the City's regulatory document for the LCP. City staff expect review by the public, Coastal Commission staff, Planning Commission, and City Council of the changes to the City's policy and regulatory documents to be extensive. All of this is needed before the City submits these documents, as the City's LCP, to the Coastal Commission for review and potential certification.

To facilitate this work, Amendment No. 5 to Agreement No. 2017-056 includes an extension of the term to June 30, 2027, and an increase in the not-to-exceed amount of \$113,900, to total \$398,007.23. Additionally, the scope of work for Task B of the agreement is proposed to be expanded to support several draft versions of the LCP, review by Coastal Commission staff of various drafts, consideration of a Public Draft LCP by the Planning Commission at a series of workshops, a Public Hearing Draft to be considered by the Planning Commission and City, and extensive coordination with City staff. The proposed Amendment No. 5 to Agreement No. 2017-056 with RRM is provided as Attachment 3.

### **FISCAL IMPACTS:**

There are sufficient funds to cover these contract amendments, subject to the approval of the Fiscal Year 2025-26 and Fiscal Year 2026-27 Budget. Therefore, no additional appropriations are necessary. Below is a table outlining the funding for each of the amendments described above.

Account/Vendor	Existing FY 24-25	From FY 24-25	Budget FY 25-26	From FY 25-26	Budget FY 26-27	From FY 26-27
<b>GL 101-40-4300-51200 (Prof. Services)</b>	<b>\$35,000</b>		<b>\$150,000</b>		<b>\$250,000</b>	
RBE		\$0		\$40,000		\$40,000
RRM		\$35,000		\$0		\$0
<b>Total</b>	<b>\$35,000</b>	<b>\$35,000</b>	<b>\$150,000</b>	<b>\$40,000</b>	<b>\$250,000</b>	<b>\$40,000</b>
<b>GL 101-40-4300-51207 (Zoning Code)</b>	<b>\$3,900</b>		<b>\$0</b>		<b>\$0</b>	
RRM		\$3,900		\$0		\$0
<b>Total</b>	<b>\$3,900</b>	<b>\$3,900</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>GL 101-40-4300-51208 (LCP)</b>	<b>\$0</b>		<b>\$0</b>		<b>\$75,000</b>	
RRM		\$0		\$0		\$75,000
<b>Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$75,000</b>	<b>\$75,000</b>

**ALTERNATIVES:**

The City Council could elect not to authorize the recommended actions. If the recommended actions are not authorized, staff will manage services according to existing contract terms.

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

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

**ATTACHMENTS:**

1. Amendment No. 4 to Agreement No. 2019-053 with Robert Brown Engineers
2. Professional Services Agreement No. 2019-053 with Robert Brown Engineers and Amendments No. 1-3
3. Amendment No. 5 to Agreement No. 2017-056 with RRM Design Group
4. Professional Services Agreement No. 2017-056 with RRM Design Group Amendments No. 1-4

## **Attachment 1**

Amendment No. 4 to Agreement No. 2019-053 with Robert Brown  
Engineers

**AMENDMENT NO. 4  
TO A PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF GOLETA  
AND  
ROBERT BROWN ENGINEERS**

This **Amendment No. 4** to the Professional Services Agreement by and between the **City of Goleta**, a municipal corporation ("City") and **Robert Brown Engineers** ("Consultant") dated June 18, 2019 ("Agreement," Agreement No. 2019-053) is made on this 17<sup>th</sup> day of June, 2025.

**SECTION A. RECITALS**

1. This Agreement is for professional engineering services in conjunction with oil and gas projects; and
2. This Agreement has been amended to increase the not-to-exceed amount and extend the term (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 \$200,000; and
4. The parties desire to amend the Agreement so as to provide for additional compensation in the amount of \$80,000 for continued tasks; and
5. The Agreement currently provides in Section 6 for the termination of the Agreement on June 30, 2025; and
6. The parties desire to amend the Agreement so as to extend the termination of the Agreement to June 30, 2027; and
7. City Council approved this Amendment No. 4, on this 17th day of June, 2025.

**SECTION B. AMENDED TERMS**

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

1. **Subsection (a) of Section 3. COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of \$80,000 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 \$280,000 (herein "not-to-exceed amount") and shall be earned as the work progresses.

Hourly at the hourly rates and with reimbursement to CONSULTANT for those expenses set forth in CONSULTANT's Schedule of Fees marked Exhibit "B," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until June 30, 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 two years to read in its entirety:

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

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

3. 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**

**CONSULTANT**

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

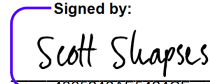
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Jay Sheth, President/Chief Financial Officer

**ATTEST:**

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

\_\_\_\_\_  
Harsha Sheth, Secretary

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

Signed by:  
  
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Scott Shapses, Deputy City Attorney



## **Attachment 2**

Professional Services Agreement No. 2019-053 with Robert Brown  
Engineers and Amendments No. 1-3

Project Name: Oil and Gas Building,  
Safety, and Engineering Services

**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN THE CITY OF GOLETA  
AND  
ROBERT BROWN ENGINEERS**

This AGREEMENT FOR PROFESSIONAL SERVICES (herein referred to as "AGREEMENT") is made and entered into this 18<sup>th</sup> day of June, 2019, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **ROBERT BROWN ENGINEERING** (herein referred to as "CONSULTANT").

**WHEREAS**, the CITY has a need for professional engineering services in conjunction with oil and gas projects; 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 3.05.240.E because the CITY contacted three consultants before selecting Robert Brown Engineers; and

**WHEREAS**, the City Manager is authorized to execute this Agreement pursuant to Goleta Municipal Code section 3.05.240.E because the Agreement does not exceed \$30,000.

CITY and CONSULTANT agree as follows:

**1. RETENTION AS CONSULTANT**

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

**2. DESCRIPTION OF SERVICES**

The services to be performed by CONSULTANT are as follows:

Professional Engineering Services in conjunction with all existing and future oil and gas facilities and pipelines within the CITY, including the plugging and abandonment (P&A) of Platform Holly and the PRC 421 pier wells. Additional services shall generally include supervision of oil and gas

project related building and safety activities, attendance at the Systems Safety and Reliability Review Committee (SSRRC), review of environmental documents related to proposed development associated with oil and gas projects within and impacting the City, audits and inspections of the Ellwood Onshore Oil and Gas Processing Facility (EOF), and other oil and gas building, safety, and engineering tasks as needed.

CONSULTANT shall be made available for any public workshops or hearings before the Planning Commission or City Council, as needed.

CONSULTANT shall deliver to CITY the deliverables defined below:

- Summary Reports for all SSRRC meetings;
- Summary Reports for all inspections conducted within the CITY;
- Written summaries of all expenses incurred as part of billing/invoicing to the CITY; and
- Copies of all email communications relating to all ongoing P&A activities affecting the CITY and all EOF inspections.

### **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 \$28,500 (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

At the hourly rates and with reimbursement to CONSULTANT for those expenses set forth in CONSULTANT's Schedule of Fees marked Exhibit "A," 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. The 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 in 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 within 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 Anne Wells, Advance Planning Manager. The 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 within the term of this AGREEMENT.

#### **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. Jay Sheth is deemed to be specially trained and 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 ten calendar days prior 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. 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.

**22. 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.

**23. 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.

**24. USE OF THE TERM "CITY"**

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

**25. 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.

**26. 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.

## 27. 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.

## 28. 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.

## 29. 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.

## 30. 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:                    Attention: Jay Sheth, President  
Robert Brown Engineers  
4952 Warner Ave, #217  
Huntington Beach, CA 92649

### 31. 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**

\_\_\_\_\_  
Michelle Greene, City Manager

**CONSULTANT**

\_\_\_\_\_  
Jay Sheth, President  
Robert Brown Engineers

**ATTEST**


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

**APPROVED AS TO FORM**

\_\_\_\_\_  
Winnie Cai, Assistant City Attorney

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

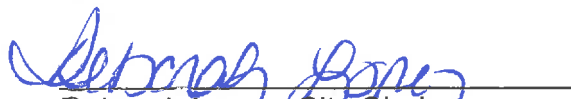
**CITY OF GOLETA**

  
Michelle Greene, City Manager

**CONSULTANT**

\_\_\_\_\_  
Jay Sheth, President  
Robert Brown Engineers

**ATTEST**

  
Deborah Lopez, City Clerk

**APPROVED AS TO FORM**

  
Winnie Cai, Assistant City Attorney

## EXHIBIT A

### Schedule of Fees

#### CONSULTANT - ROBERT BROWN ENGINEERS

<b><u>PROFESSIONAL SERVICES</u></b>	<b><u>RATE/COST</u></b>
Principal Consultant	\$169
Principal Engineer	\$135
Senior Engineer	\$126
Secretary	\$59.50
Sub-contractors	Cost Plus 10%
 <b>MISCELLANEOUS SERVICES/EXPENSES</b>	
Copies – 8 ½" x 11"	\$0.28/page
Copies – 11" x 17"	\$0.56/page
Automobile Mileage	Current IRS Rate
Additional Administrative Expenses	At Cost

**AMENDMENT NO. 1  
TO A PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF GOLETA  
AND  
ROBERT BROWN ENGINEERS**

**This Amendment No. 1** to a to a Professional Services Agreement is made this 3<sup>rd</sup> day of March, 2020 between the **CITY OF GOLETA**, a municipal corporation ("City") and **ROBERT BROWN ENGINEERS**, a California corporation ("Consultant") dated June 18, 2019 ("Agreement", Agreement No. 2019-053).

**RECITALS**

**WHEREAS** this Agreement is for the professional engineering services in conjunction with oil and gas projects; and

**WHEREAS** the City Council approved the Two-Year Budget Plan for Fiscal Years 2019/20 and 2020/21 on June 18, 2019, which included \$40,000 each year in GL Account 101-5-4300-500 for Oil/Gas/Electrical Facility Staff Support; and

**WHEREAS** the original Agreement included a not-to-exceed amount of twenty-eight thousand, five hundred dollars (\$28,500); and

**WHEREAS** the parties desire to amend the Agreement so as to provide for additional compensation in the amount of fifty-one thousand five hundred dollars (\$51,500) for continued work on the project of assisting the City with oversight of the ongoing oil well plugging and abandonment associated with the Ellwood Onshore Facility, located in western Goleta; and

**WHEREAS** the City Council approved this Amendment on March 3, 2020.

**AMENDED TERMS**

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

**1. Section 3 Subsection (a). COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of \$51,500 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 \$80,000 (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 "A," 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.

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

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

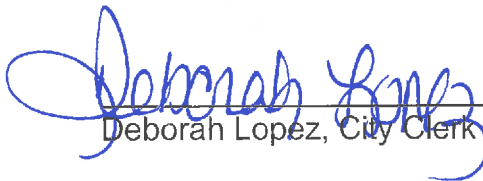
**CITY OF GOLETA**

  
Michelle Greene, City Manager


**CONSULTANT**

\_\_\_\_\_  
Jay Sheth, President  
Robert Brown Engineers

**ATTEST:**

  
Deborah Lopez, City Clerk

**APPROVED AS TO FORM**

  
Winnie Cai, Assistant City Attorney



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


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

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

**CITY OF GOLETA**

\_\_\_\_\_  
Michelle Greene, City Manager

**CONSULTANT**

  
\_\_\_\_\_  
Jay Sheth, President  
Robert Brown Engineers

**ATTEST:**

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

**APPROVED AS TO FORM**

\_\_\_\_\_  
Winnie Cai, Assistant City Attorney

**Project Name: Oil and Gas Building  
Safety, and Engineering Services**

2019-053.2

**AMENDMENT NO. 2  
TO A PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF GOLETA  
AND  
ROBERT BROWN ENGINEERS**

This **Amendment No. 2** to the Professional Services Agreement by and between the **City of Goleta**, a municipal corporation ("CITY") and **ROBERT BROWN ENGINEERS**, a California Corporation ("CONSULTANT") dated June 18, 2019 ("AGREEMENT," Agreement No. 2019-053) is made on this 15<sup>th</sup> day of June 2021.

**SECTION 1. RECITALS**

A. This AGREEMENT is for the professional engineering services in conjunction with oil and gas projects; and

B. On March 3, 2020 the AGREEMENT was amended to increase the not-to-exceed amount to Eighty Thousand Dollars (\$80,000) to reflect the full amount budgeted for Oil/Gas/Electrical Facility Staff Support (Amendment No. 1); and

C. The AGREEMENT currently provides in Section 3 Subsection (a) for the total compensation amount not-to-exceed (Eighty Thousand Dollars) (\$80,000); and

D. The parties desire to amend the AGREEMENT so as to provide for additional compensation in the amount of Eighty Thousand Dollars (\$80,000) for continued work on the project of assisting the CITY with oversight of the ongoing safety inspections associated with the Ellwood Onshore Facility and the oil well plugging and abandonment associated with the 421 Piers located in western Goleta and Platform Holly; and

E. The AGREEMENT currently provides in Section 6 for the termination of the Agreement on June 30, 2021; and

F. The parties desire to amend the AGREEMENT so as to extend the termination of the Agreement to June 30, 2023; and

G. The City Council approved this Amendment No. 2 on this 15<sup>th</sup> day of June, 2021.

**AMENDED TERMS**

**Now therefore** CITY and CONSULTANT agree as follows that the AGREEMENT be, and hereby is, amended as follows:

City of Goleta  
PER Agreement with Robert Brown Engineers  
Amendment No. 2 to Agreement No. 2019-053  
Page 1 of 3

**Project Name: Oil and Gas Building  
Safety, and Engineering Services**

1. **Subsection (a) of Section 3. COMPENSATION AND PAYMENT** of the AGREEMENT is amended to add an additional authorized amount of Eighty Thousand Dollars (\$80,000) 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 One Hundred and Sixty Thousand Dollars (\$160,000.00) (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 twenty-four months (24) to read in its entirety:

The term of this AGREEMENT is from the date first written above to June 30, 2023, unless the term of this AGREEMENT is extended or the AGREEMENT is terminated as provided for herein.

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

3. **Section 31. COUNTERPARTS AND ELECTRONIC/FACSIMILE SIGNATURES** of the AGREEMENT is added to include counterparts and electronic/facsimile signatures as follows:

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

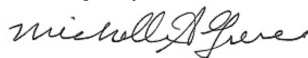
4. Except as otherwise specifically provided herein, all other provisions of the AGREEMENT shall remain in full force and effect.

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

**Project Name: Oil and Gas Building  
Safety, and Engineering Services**

**CITY OF GOLETA**

DocuSigned by:

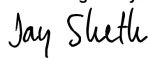


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Michelle Greene, City Manager

**CONSULTANT**

DocuSigned by:



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Jay Sheth, President  
Robert Brown Engineers

**ATTEST:**

DocuSigned by:



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Deborah Lopez, City Clerk

**APPROVED AS TO FORM:**

MICHAEL JENKINS, CITY ATTORNEY

DocuSigned by:



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Winnie Cai, Assistant City Attorney

**AMENDMENT NO. 3  
TO A PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF GOLETA  
AND  
ROBERT BROWN ENGINEERS**

This **Amendment No. 3** to the No. 2019-053 Agreement by and between the **City of Goleta**, a municipal corporation ("City") and **ROBERT BROWN ENGINEERS** ("Consultant") dated June 18, 2019 ("Agreement," Agreement No. 2019-053) is made on this 6th day of June, 2023.

**SECTION A. RECITALS**

1. This Agreement is for professional engineering services in conjunction with oil and gas projects; and
2. This Agreement has been amended to increase the not-to-exceed amount and extend the term (Amendments No. 1 and 2); and
3. The Agreement currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed \$160,000; and
4. The parties desire to amend the Agreement so as to provide for additional compensation in the amount of \$40,000 for continued tasks; and
5. The Agreement currently provides in Section 6 for the termination of the Agreement on June 30, 2023; and
6. The parties desire to amend the Agreement so as to extend the termination of the Agreement to June 30, 2025; and
7. City Council approved this Amendment No. 3, on this 6th day of June, 2023.

**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 \$40,000 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 two hundred thousand dollars

City of Goleta  
Amendment No. 3 to Agreement No. 2019-053  
Page 1 of 3

(\$200,000) (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 "A," 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 2 years to read in its entirety:

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

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

- 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. 3 has been executed by the parties effective on the date and year first above written.

**CITY OF GOLETA**

DocuSigned by:

*Robert Nisbet*

Robert Nisbet, City Manager

**CONSULTANT**

DocuSigned by:

*Jay Sheth*

Jay Sheth, President/Chief Financial Officer

**ATTEST:**

DocuSigned by:

*Deborah Lopez*

Deborah Lopez, City Clerk

DocuSigned by:

*Harsha Sheth*

Harsha Sheth, Secretary

**APPROVED AS TO FORM:**  
MEGAN GARIBALDI, CITY ATTORNEY

DocuSigned by:

*Winnie Cai*

Winnie Cai, Assistant City Attorney

### **Attachment 3**

Amendment No. 5 to Agreement No. 2017-056 with RRM Design Group



**AMENDMENT NO. 5  
TO A PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF GOLETA  
AND  
RRM DESIGN GROUP**

This **Amendment No. 5** to the Professional Services Agreement by and between the **City of Goleta**, a municipal corporation ("City") and **RRM DESIGN GROUP** ("Consultant") dated July 18, 2017 ("Agreement," Agreement No. 2017-056) is made on this 17<sup>th</sup> day of June, 2025.

**SECTION A. RECITALS**

1. This Agreement is for New Zoning Ordinance and Local Coastal Program Project Services; and
2. This Agreement has been amended to add to the not-to-exceed amount, extend the term, and to allow for execution of the Agreement and amendments by facsimile and electronic mail (Amendment No. 1, 2, 3 and 4); and
3. The Agreement currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed \$284,107.23; and
4. The parties desire to amend the Agreement so as to provide for additional compensation in the amount of \$113,900 for additional tasks; and
5. The Agreement currently provides in Section 6 for the termination of the Agreement on June 30, 2025; and
6. The parties desire to amend the Agreement so as to extend the termination of the Agreement to June 30, 2027; and
7. The Agreement currently provides in Exhibit A entitled "Scope of Work" the complete and particular description of services; and
8. The parties desire to amend Exhibit A by adding additional services as more completely and particularly set forth in the Scope of Work, attached as Exhibit "A-1"; and
9. City Council approved this Amendment No. 5, on this 17<sup>th</sup> day of June, 2025.

## SECTION B. AMENDED TERMS

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

1. **Subsection (a) of Section 3. COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of \$113,900 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 \$398,007.23, (herein "not-to-exceed amount") and shall be earned as the work progresses.

Hourly at the hourly rates and with reimbursement to CONSULTANT for those expenses set forth in CONSULTANT's Schedule of Fees marked Exhibit "B," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until June 30, 2019, 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 two years to read in its entirety:

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

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

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

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

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. 5 has been executed by the parties effective on the date and year first above written.

**CITY OF GOLETA**

**CONSULTANT**

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

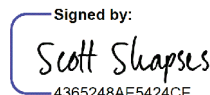
\_\_\_\_\_  
Erik Justesen, CEO/President

**ATTEST:**

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

\_\_\_\_\_  
Debbie Rudd,  
Treasurer/Secretary/Principal

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

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

## **EXHIBIT A-1 Scope of Work**

### **Task A: Zoning Ordinance Update**

#### **Subtask A.1: Final Draft Ordinance**

**Public Hearing Draft Zoning Ordinance.** CONSULTANT shall assist City staff with the preparation of a Public Hearing Draft and with any necessary revisions to the Public Hearing Draft based on outreach feedback before public hearings.

#### **Deliverables:**

*Public Hearing Draft Zoning Ordinance*

#### **Subtask A.2: Environmental Review**

**Final SEIR and Mitigation Monitoring Program.** CONSULTANT shall revise the Final SEIR in response to City staff comments received. In addition, preparation of the Final SEIR will include the CEQA required Mitigation Monitoring and Reporting Program. The Final SEIR will also include Findings of Fact and Statements of Overriding Considerations. As required by CEQA, the Mitigation Monitoring Program will identify for subsequent projects coming, the measures that can be identified at this time that will reduce potential impacts to less than significant levels. However, it is fully expected that additional mitigation measures will need to be identified in the subsequent CEQA documentation as project level specifics are identified. CONSULTANT shall provide an electronic copy, camera ready copy, 30 hard copies, and 50 CDs of the Final SEIR. Upon certification of the Final SEIR and the adoption of the Ordinance, CONSULTANT shall prepare the Notice of Determination (NOD) to be filed by the City with the County of Santa Barbara County Clerk and the state.

**Public Hearings.** CONSULTANT will prepare for and attend four public hearings on the Final SEIR in conjunction with the public hearings on the Zoning Ordinance and Map in Subtask A.3.

#### **Deliverables:**

*Final SEIR (Response to Comments and Mitigation Monitoring and Reporting Program)*

*Findings of Fact and Statement of Overriding Considerations*

*Notice of Determination*

#### **Subtask A.3: Public Review and Adoption**

**Public Review Preparation.** CONSULTANT shall assist City staff in preparing for the public review process, including project summary materials, a city-wide mailer on the Public Hearing Draft New Zoning Ordinance, meeting materials, and handouts, brochures, and other materials to provide project briefs and facilitate public comment and feedback.

**Public Outreach, Meetings, Workshops.** CONSULTANT shall assist City staff with outreach efforts to inform the public of the Public Review Draft Zoning Ordinance and Public Hearing Draft Zoning Ordinance and the opportunities for public input. CONSULTANT shall help City staff prepare for and attend Planning Commission workshops to review the Public Review Draft Zoning Ordinance and meetings with interested parties. Additionally, CONSULTANT shall assist City staff in the preparation for public open houses to provide the public opportunity to learn about the Public Review Draft and Public Hearing Draft. CONSULTANT shall also assist the City with meetings with the City Council Ordinance Standing Committee and with the City Council and Planning Commission, both as complete bodies and individually, to review the Public Hearing Draft.

**Response to Comments.** CONSULTANT shall assist City staff in establishing an approach to

responding to comments received on the Public Review Draft Zoning Ordinance and Map. Organize comments by those relate to established City policies, new policies for City Council consideration, consistency with state and federal law, and those outside the scope of the project.

**Public Hearings.** CONSULTANT shall prepare for and attend two public hearings before the Planning Commission and two public hearings before the City Council. CONSULTANT shall provide support to City staff in the preparation of staff reports, EIR certification resolutions, the adopting ordinance, and meeting minutes. CONSULTANT will assist in revising documents in response to Planning Commission and City Council direction.

**Adopted Zoning Ordinance and Map.** Based on City Council action, CONSULTANT shall prepare a final Zoning Ordinance and Map. CONSULTANT shall prepare a screencheck of the adopted ordinance and map for City staff review. CONSULTANT shall provide 30 hardcopies each of the adopted ordinance and map and 30 CDs of the digital files in Adobe PDF format with "hyperlinks."

**Meetings:**

*Four (4) Open Houses*

*Seven (7) Planning Commission Workshops*

*Two (2) City Council Ordinance Standing Committee Meetings*

*One (1) Joint City Council and Planning Commission Meeting*

*Five (5) Councilmember and Planning Commissioner Meetings*

*Two (2) Planning Commission Hearings*

*Two (2) City Council Hearings*

**Deliverables:**

*Meeting, Open House, and Workshop Materials*

*Existing to Proposed Key Issues Guide*

*Summary of Changes from Draft to Final Zoning Ordinance*

*Public Hearing Presentation Materials*

*Response to Comments*

*Adopted Zoning Ordinance and Map (Electronic, printed, and CD versions)*

**Subtask A.4: Interactive Zoning Ordinance and Map**

**Interactive Zoning Ordinance and Map.** CONSULTANT shall prepare a fully interactive, fully searchable online Zoning Ordinance and Map with custom search and tab capabilities. The City will have the right to unlimited reproduction as well as a "maintenance module" to facilitate updating the web-based Zoning Ordinance as amendments are adopted. CONSULTANT shall conduct a training session with City staff.

**Meetings:**

*One (1) Staff training session*

**Deliverables:**

*Interactive Zoning Ordinance and Map*

**Subtask A.5: Website Maintenance and Outreach Coordination**

**Website Maintenance.** CONSULTANT shall regularly maintain and update the website prepared for the project with project information, downloadable documents and maps, and meeting information, and provide opportunity for public comment posting. City staff shall provide all files and information needed for CONSULTANT to access, update, and maintain the already established project website.

**Outreach Coordination.** CONSULTANT shall provide public outreach coordination support to the City, including staff support, meeting logistics, meeting room set-up and clean-up, and preparation and

distribution of meeting materials. City staff will be responsible for public notification and providing a meeting location.

**Meetings:**

Attendance at four (4) meetings

**Deliverables:**

Website maintenance

Meeting materials

**Subtask A.6: Post-Zoning Ordinance Adoption Support**

**New Zoning Ordinance/Development Regulations Guide.** CONSULTANT shall develop or the City a user-friendly guide to assist homeowners, architects, and developers through the City's new Zoning Ordinance including the development review process.

**Deliverables:**

New Zoning Ordinance/Development Regulations Guide

**Task B: Local Coastal Program**

**Subtask B.1: Drafting of Coastal Land Use Plan and Implementation Plan**

CONSULTANT will review the draft edits to the Coastal Land Use Plan (CLUP) and revise the CLUP based on coordination with California Coastal Commission (CCC) staff and City review.

CONSULTANT will work with City staff to prepare regulations and ensure that the Implementation Plan (IP) will serve as a Coastal Zoning Ordinance. CONSULTANT will ensure that Implementation Plan will directly overlap and fold into the citywide existing zoning regulations in Title 17 (Zoning) of the Goleta Municipal Code. CONSULTANT will complete the Implementation Plan as part of Title 17.

CONSULTANT shall work with City staff to prepare an Administrative and Screencheck draft of the both the CLUP and IP as the City's Local Coastal Program (LCP) for subsequent public review and consideration at hearings. City staff will provide a single set of non-conflicting, consolidated comments on the review of drafts of all documents. CONSULTANT will provide digital files, in English, of documents in Microsoft Word and in a web-ready PDF format.

**Deliverables:**

One (1) LCP Administrative Draft

One (1) LCP Screencheck Draft

Preparation of up to ten (10) new or revised LCP figures

**Subtask B.2: Final LCP and Certification**

CONSULTANT shall work with City staff to prepare a LCP Review Draft for consideration by California Coastal Commission staff. CONSULTANT shall work with City staff to prepare a second LCP Review Draft for consideration by the City Planning Commission for review at four public workshops. CONSULTANT shall prepare materials for the workshops. CONSULTANT shall prepare a third LCP Review Draft for consideration by the Coastal Commission staff.

CONSULTANT shall work with City staff to prepare a Public Hearing Draft LCP for Planning Commission consideration and an errata with any additional changes to the Public Hearing Draft LCP for City Council consideration. CONSULTANT will participate in public hearings before the Planning Commission and City Council during the LCP approval process.

CONSULTANT will work with City staff to prepare the LCP based on City Council direction and assist with the preparation of the LCP application package for the California Coastal Commission. CONSULTANT will attend hearing(s) before the Coastal Commission and assist the City during the Coastal Commission review process. Assistance shall include, but is not limited to, responding to information requests, attendance at hearings, and revisions to LCP language as needed.

City staff will provide a single set of non-conflicting, consolidated comments on the review of drafts of all documents. CONSULTANT will provide digital files, in English, of documents in Microsoft Word and in a web-ready PDF format.

**Meetings:**

Four (4) Planning Commission Workshops

Six (6) Planning Commission, City Council, and/or CCC Hearings

**Deliverables:**

Three (3) LCP Review Drafts

- LCP Review Draft 1 for CCC staff
- LCP Review Draft 2 for four (4) Planning Commission workshops
- LCP Review Draft 3 for CCC staff prior to Planning Commission hearing

LCP Public Hearing Draft

- Public Hearing Draft for Planning Commission hearing (assumes minor revisions from CCC staff review of LCP Review Draft 3)
- Errata for City Council based on Planning Commission feedback

California Coastal Commission LCP Package

- Final LCP for CCC
- LCP Package Preparation for Submittal to CCC

**Subtask B.3: Meetings and Coordination**

CONSULTANT shall coordinate with City staff throughout the LCP process. This will include coordination of meetings and schedules, record keeping, and electronic file management.

**Meetings:**

One (1) meeting with interdepartmental City staff

Three (3) meetings per month for sixteen (16) months with the City's Project Manager

Four (4) miscellaneous meetings as directed by the City

**Deliverables:**

Meeting agendas, notes, and project schedules

## **Attachment 4**

Professional Services Agreement No. 2017-053 with RRM Design Group  
Amendments No. 1-4





Project Name: Zoning and LCP Services

**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN THE CITY OF GOLETA  
AND  
RRM DESIGN GROUP**

This AGREEMENT FOR PROFESSIONAL SERVICES (herein referred to as "AGREEMENT") is made and entered into this 18<sup>th</sup> day of July, 2017, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **RRM DESIGN GROUP**, (herein referred to as "CONSULTANT").

**WHEREAS**, City has been working on drafting a new zoning ordinance ("New Zoning Ordinance Project"); and

**WHEREAS**, CITY previously engaged the services of CONSULTANT for the New Zoning Ordinance and Local Coastal Program Projects (Agreement No. 2015-054), the Agreement was for \$359,300 and expired on June 30, 2017; and

**WHEREAS**, the CITY continues to require New Zoning Ordinance and Local Coastal Program Project services; and

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

**WHEREAS**, CONSULTANT was recommended for award based on professional expertise and previous work experience completed for the City on these projects; and

**WHEREAS**, CONSULTANT was selected for award of this AGREEMENT by City Council; and

**WHEREAS**, the City Council, on this 18<sup>th</sup> day of July, 2017, approved this AGREEMENT and authorized the City Manager to execute this AGREEMENT.

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:

City of Goleta  
PER Agreement with RRM Design Group  
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Professional consulting services in conjunction with the City's New Zoning Ordinance Project and Local Coastal Program Projects. Services shall generally include drafting of the New Zoning Ordinance, public outreach, and drafting of the Local Coastal Program 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 \$244,107.23 (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, 2019, 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 in advance. Unless CITY and CONSULTANT have agreed in writing before the performance of extra services, no liability and no right to claim compensation for such extra services or expenses shall exist. The applicable hourly rates for extra services shall be at the hourly rates set forth in the compensation exhibit. Any compensation for extra services shall be part of the total compensation and shall not increase the not to exceed amount identified in Section 3.

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

The services to be performed by CONSULTANT shall be accomplished under the general direction of, and coordinate with, CITY's "Project Manager", as that staff

person is designated by CITY from time to time, and who presently is Anne Wells. 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, 2019, unless term of this AGREEMENT is extended or the AGREEMENT is terminated as provided for herein.

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

## **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. Martha Miller is deemed to be specially experienced and is a key member of CONSULTANT's firm, and shall be directly involved in performing, supervising or assisting in the performance of this work. This key person shall communicate with, and periodically report to, CITY on the progress of the work. Should any such individual be removed from assisting in this contracted work for any reason, CITY may terminate this AGREEMENT. The following portions of the work will be subcontracted out to other parties by CONSULTANT: Interactive Zoning Ordinance and Map

This AGREEMENT is not assignable by CONSULTANT without CITY's prior consent in writing.

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

(a) **Hold Harmless for CONSULTANT's Damages.** CONSULTANT holds CITY, its elected officials, officers, agents, and employees, harmless from all of CONSULTANT's claims, demands, lawsuits, judgments, damages, losses, injuries or liability to CONSULTANT, to CONSULTANT's employees, to CONSULTANT's

contractors or subcontractors, or to the owners of CONSULTANT's firm, which damages, losses, injuries or liability occur during the work required under this AGREEMENT, or occur while CONSULTANT is on CITY property, or which are connected, directly or indirectly, with CONSULTANT's performance of any activity or work required under this AGREEMENT.

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

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

## **10. INSURANCE**

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

Insurance shall include the following (or broader) coverage:

- a) Insurance Services Office Commercial Liability coverage "occurrence" form CG 00 01 or its exact equivalent with an edition date prior to 2004 and with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- b) Insurance Services Office form number CA 0001 or equivalent covering Automobile Liability, including hired and non-owned automobile liability with a minimum limit of \$1,000,000 per accident. If the Service Provider owns no vehicles, this requirement may be satisfied by a non-owned and hired auto endorsement to Service Provider's commercial general liability policy.

- c) Workers' Compensation insurance complying with California worker's compensation laws, including statutory limits for workers' compensation and an Employer's Liability limit of \$1,000,000 per accident or disease.
- d) Professional Liability insurance on a policy form appropriate to CONSULTANTs profession. Limits shall be no less than \$1,000,000 per claim.

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

- a) CITY, its employees, officials, agents and member agencies shall be covered as additional insureds. Coverage shall apply to any and all liability arising out of the work performed or related to the contract. Additional insured status under the general liability requirement shall be provided on Insurance Services Office Form CG 20 10 with an edition date prior to 2004, or its exact equivalent. Additional insured status for completed operations shall be provided either in the additional insured form or through another endorsement such as CG 20 37 with an edition date prior to 2004.
- b) CONSULTANT's insurance shall apply to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage will not be limited to CITY's vicarious liability.
- c) Liability coverage shall be primary and non-contributing with any insurance maintained by CITY.
- d) Evidence of coverage (including the workers' compensation and employer's liability policies) shall provide that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after 30 days' prior written notice has been given to CITY. Such provision shall not include any limitation of liability of the insurer for failure to provide such notice.
- e) No liability insurance coverage provided to comply with this AGREEMENT shall prohibit CONSULTANT, or CONSULTANT's employees, or agents, from waiving the right of recovery prior to a loss. CONSULTANT waives its right of recovery against CITY.
- f) CONSULTANT agrees to deposit with CITY within fifteen days of Notice to Proceed of the Contract certificates of insurance and required endorsements.
- g) There shall be no recourse against CITY for payment of premiums or other amounts with respect to the insurance required to be provided by CONSULTANT hereunder. Any failure, actual or alleged, on the part of CITY to monitor compliance with these requirements will not be deemed as a

waiver of any rights on the part of CITY. CITY has no additional obligations by virtue of requiring the insurance set forth herein. In the event any policy of insurance required under this AGREEMENT does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments.

- h) CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against CONSULTANT arising out of the work performed under this AGREEMENT. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

#### **11. RELATION OF THE PARTIES**

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

#### **12. CORRECTIONS**

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

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

CITY, by notifying CONSULTANT in writing, may upon 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. TAXPAYER IDENTIFICATION NUMBER**

CONSULTANT shall provide CITY with a complete Request for Taxpayer Identification Number and Certification, Form W-9 (Rev. 12-87), as issued by the Internal Revenue Service.

**22. 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.

**23. 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.

**24. USE OF THE TERM "CITY"**

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



**25. PERMITS AND LICENSES**

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

**26. 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.

**27. 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.

**28. 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.

**29. 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.

**30. 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:

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


TO CONSULTANT: Attn: Debbie Rudd  
RRM Design Group  
3765 South Higuera St., Ste. 102  
San Luis Obispo, CA 93401

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

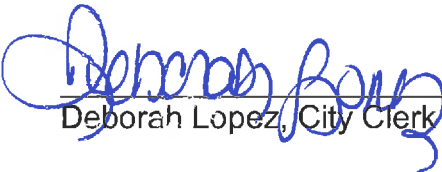
**CITY OF GOLETA**

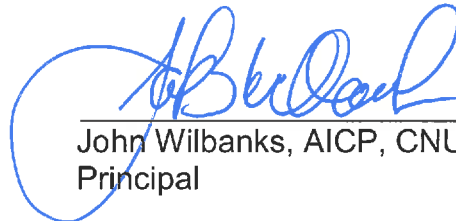
  
Michelle Greene, City Manager

**CONSULTANT**

  
Debbie Rudd, AICP, LEED AP  
Principal

**ATTEST:**

  
Deborah Lopez, City Clerk

  
John Wilbanks, AICP, CNU-A  
Principal

**APPROVED AS TO FORM**

  
Winnie Cai, Deputy City Attorney

## **EXHIBIT A**

### **Scope of Work**

#### **Task A: Zoning Ordinance Update**

##### **Subtask A.1: Final Draft Ordinance**

**Public Hearing Draft Zoning Ordinance.** CONSULTANT shall assist City staff with the preparation of a Public Hearing Draft and with any necessary revisions to the Public Hearing Draft based on outreach feedback before public hearings.

***Deliverables:***

*Public Hearing Draft Zoning Ordinance*

##### **Subtask A.2: Environmental Review**

**Final SEIR and Mitigation Monitoring Program.** CONSULTANT shall revise the Final SEIR in response to City staff comments received. In addition, preparation of the Final SEIR will include the CEQA required Mitigation Monitoring and Reporting Program. The Final SEIR will also include Findings of Fact and Statements of Overriding Considerations.

As required by CEQA, the Mitigation Monitoring Program will identify for subsequent projects coming, the measures that can be identified at this time that will reduce potential impacts to less than significant levels. However, it is fully expected that additional mitigation measures will need to be identified in the subsequent CEQA documentation as project level specifics are identified.

CONSULTANT shall provide an electronic copy, camera ready copy, 30 hard copies, and 50 CDs of the Final SEIR. Upon certification of the Final SEIR and the adoption of the Ordinance, CONSULTANT shall prepare the Notice of Determination (NOD) to be filed by the City with the County of Santa Barbara County Clerk and the state.

**Public Hearings.** CONSULTANT will prepare for and attend four public hearings on the Final SEIR in conjunction with the public hearings on the Zoning Ordinance and Map in Subtask A.3.

***Deliverables:***

*Final SEIR (Response to Comments and Mitigation Monitoring and Reporting Program)*

*Findings of Fact and Statement of Overriding Considerations*

*Notice of Determination*

##### **Subtask A.3: Public Review and Adoption**

**Public Review Preparation.** CONSULTANT shall assist City staff in preparing for the public review process, including project summary materials, a city-wide mailer on the Public Hearing Draft New Zoning Ordinance, meeting materials, and handouts, brochures, and other materials to provide project briefs and facilitate public comment and feedback.

**Public Outreach, Meetings, Workshops.** CONSULTANT shall assist City staff with outreach efforts to inform the public of the Public Review Draft Zoning Ordinance and Public Hearing Draft Zoning Ordinance and the opportunities for public input. CONSULTANT shall help City staff prepare for and attend Planning Commission workshops to review the Public Review Draft Zoning Ordinance and meetings with interested parties. Additionally, CONSULTANT shall assist City staff in the preparation for public open houses to provide the public opportunity to learn about the Public Review Draft and Public Hearing Draft. CONSULTANT shall also assist the City with meetings with the City Council Ordinance Standing Committee

and with the City Council and Planning Commission, both as complete bodies and individually, to review the Public Hearing Draft.

**Response to Comments.** CONSULTANT shall assist City staff in establishing an approach to responding to comments received on the Public Review Draft Zoning Ordinance and Map. Organize comments by those relate to established City policies, new policies for City Council consideration, consistency with state and federal law, and those outside the scope of the project.

**Public Hearings.** CONSULTANT shall prepare for and attend two public hearings before the Planning Commission and two public hearings before the City Council. CONSULTANT shall provide support to City staff in the preparation of staff reports, EIR certification resolutions, the adopting ordinance, and meeting minutes. CONSULTANT will assist in revising documents in response to Planning Commission and City Council direction.

**Adopted Zoning Ordinance and Map.** Based on City Council action, CONSULTANT shall prepare a final Zoning Ordinance and Map. CONSULTANT shall prepare a screencheck of the adopted ordinance and map for City staff review. CONSULTANT shall provide 30 hardcopies each of the adopted ordinance and map and 30 CDs of the digital files in Adobe PDF format with "hyperlinks."

***Meetings:***

*Four (4) Open Houses*

*Seven (7) Planning Commission Workshops*

*Two (2) City Council Ordinance Standing Committee Meetings*

*One (1) Joint City Council and Planning Commission Meeting*

*Five (5) Councilmember and Planning Commissioner Meetings*

*Two (2) Planning Commission Hearings*

*Two (2) City Council Hearings*

***Deliverables:***

*Meeting, Open House, and Workshop Materials*

*Existing to Proposed Key Issues Guide*

*Summary of Changes from Draft to Final Zoning Ordinance*

*Public Hearing Presentation Materials*

*Response to Comments*

*Adopted Zoning Ordinance and Map (Electronic, printed, and CD versions)*

**Subtask A.4: Interactive Zoning Ordinance and Map**

**Interactive Zoning Ordinance and Map.** CONSULTANT shall prepare a fully interactive, fully searchable online Zoning Ordinance and Map with custom search and tab capabilities. The City will have the right to unlimited reproduction as well as a "maintenance module" to facilitate updating the web-based Zoning Ordinance as amendments are adopted. CONSULTANT shall conduct a training session with City staff.

***Meetings:***

*One (1) Staff training session*

***Deliverables:***

*Interactive Zoning Ordinance and Map*

**Subtask A.5: Website Maintenance and Outreach Coordination**

**Website Maintenance.** CONSULTANT shall regularly maintain and update the website prepared for the project with project information, downloadable documents and maps, and

City of Goleta

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meeting information, and provide opportunity for public comment posting. City staff shall provide all files and information needed for CONSULTANT to access, update, and maintain the already established project website.

**Outreach Coordination.** CONSULTANT shall provide public outreach coordination support to the City, including staff support, meeting logistics, meeting room set-up and clean-up, and preparation and distribution of meeting materials. City staff will be responsible for public notification and providing a meeting location.

***Meetings:***

*Attendance at four (4) meetings*

***Deliverables:***

*Website maintenance*

*Meeting materials*

**Subtask A.6: Post-Zoning Ordinance Adoption Support**

**New Zoning Ordinance/Development Regulations Guide.** CONSULTANT shall develop or the City a user-friendly guide to assist homeowners, architects, and developers through the City's new Zoning Ordinance including the development review process.

***Deliverables:***

*New Zoning Ordinance/Development Regulations Guide*

**Task B: Local Coastal Program Update**

**Subtask B.1: Implementation Plan**

CONSULTANT will prepare regulations and ensure that the LCP Implementation Plan will serve as a Coastal Zoning Ordinance, providing specific development regulations (and possible exemptions) for certain coastal zone activities. CONSULTANT will develop the Zoning Code that emphasizes readability and streamlined permit review procedures. CONSULTANT will ensure that the process of preparing the LCP Implementation Plan will directly overlap and fold into the citywide Zoning Ordinance Project that is currently underway to ensure consistency and efficient regulatory framework. CONSULTANT will complete the LCP Implementation Plan as part of the Zoning Ordinance.

***Deliverables:***

*LCP Implementation Plan (integrated into Citywide Zoning Ordinance)*

**Subtask B.2: Final Plan and Certification**

CONSULTANT will prepare the final application package for the California Coastal Commission, as well as a post-certification base map identifying City and Coastal Commission jurisdictions. The LCP will include (a) land use plans, (b) zoning ordinances, (c) zoning district maps, and (d) within sensitive coastal resource areas, other implementing actions, which, when taken together, meet the requirements of, and implement the provisions and policies of the California Coastal Act (PRC 30108.6). The CONSULTANT'S goal shall be LCP adoption by the City, then review and approval (certification) by the California Coastal Commission (CCC). The CONSULTANT will incorporate City staff and public hearing comments in the Final LCP for submittal to the CCC. CONSULTANT will participate in a total of four public hearings before the Planning Commission and City Council during the LCP approval process. CONSULTANT will also attend two related hearings before the Coastal Commission. CONSULTANT will support the City to bring the CLUP and Implementation Plan together before the Coastal Commission.

City of Goleta

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CONSULTANT shall assist the City during the Coastal Commission review process. Assistance shall include, but is not limited to, responding to information requests, attendance at hearings, and revisions to LCP language as needed.

***Meetings:***

*Two (2) Planning Commission Hearings*

*Two (2) City Council Hearings*

*Two (2) Coastal Commission Hearings*

***Deliverables:***

*Coastal Commission Application Submittal*

*Post-certification Base Map*

*Final LCP*

**Reimbursable Expenses**

Incidental expenses incurred by RRM Design Group, or any subconsultant it may hire to perform services for this project, are reimbursed by the client at actual cost plus 10% to cover its overhead and administrative expenses. Reimbursable expenses include, but are not limited to reproduction costs, postage, shipping and handling of drawings and documents, long-distance communications, fees paid to authorities having jurisdiction over the project, the expense of any additional insurance requested by client in excess of that normally carried by RRM Design Group or its subconsultants, travel expenses (transportation/automobile/lodging/meals), renderings and models. Reimbursable automobile travel mileage will be billed at the current IRS business standard mileage rate.

**SERVICES AND/OR INFORMATION TO BE PROVIDED BY CITY**

- Website information; all files and information needed for CONSULTANT to access, update, and maintain the project website.

**EXHIBIT B**  
**Schedule of Fees**

<b>POSITION</b>	<b>RATE (\$/HOUR)</b>
Accountant	75 - 140
Accounting Specialist	50 - 85
Accounting Technician	40 - 65
Administrative Assistant	50 - 105
Agency Coordinator	55 - 105
Architect	90 - 150
Assistant Designer	65 - 95
Assistant Manager of Architecture	120 - 180
Assistant Planner	65 - 95
Associate Designer	75 - 115
Associate Planner I	75 - 115
Associate Planner II	85 - 120
Billing Specialist	45 - 85
Business Development Coordinator	80 - 125
Business & Project Development Manager	95 - 140
Chief Executive Officer	170 - 315
Chief Operations Officer	150 - 280
Construction Inspector	105 - 150
Controller	110 - 245
Design Director	130 - 205
Designer - Landscape Architecture	85 - 120
Designer I - Architecture	65 - 100
Designer I - Engineering	45 - 80
Designer II - Architecture	75 - 110
Designer II - Engineering	60 - 100
Designer III - Architecture	85 - 145
Designer III - Engineering	75 - 125
Engineer I	75 - 120
Engineer II	90 - 140
Facilities Coordinator	45 - 80
Facilities Supervisor	60 - 105
File Clerk	30 - 60
Graphic Designer	75 - 125
Human Resources Assistant	45 - 80
Human Resources Generalist	70 - 125
Information Technology Assistant	45 - 80
Information Technology Technician	60 - 105
Information Technology Server/LAN Administrator	80 - 140
Interior Designer I	50 - 90
Interior Designer II	65 - 105
Intern	35 - 65
Job Captain	85 - 145
Landscape Architect	80 - 120
Land Surveyor	105 - 160
Manager of Architecture	135 - 230
Manager of Engineering Services	150 - 245
Manager of Human Resources	100 - 160
Manager of Information Technology	110 - 195
Manager of Landscape Architecture	135 - 230
Manager of Marketing	100 - 160

Manager of Planning	135 - 230
Manager of Surveying	140 - 210
Marketing Assistant	45 - 80
Marketing Coordinator	60 - 105
Office Coordinator	65 - 115
Party Chief	90 - 150
Principal	165 - 280
Principal Landscape Architect	120 - 210
Principal Planner	120 - 210
Project Accountant	65 - 125
Project Administrator	70 - 115
Project Architect	100 - 160
Project Engineer	105 - 160
Project Manager - Architecture	95 - 160
Project Manager - Engineering	130 - 220
Receptionist	40 - 80
Recruiter	70 - 125
Senior Architect	125 - 185
Senior Designer - Architecture	100 - 170
Senior Designer - Engineering	95 - 160
Senior Designer - Landscape Architecture	100 - 155
Senior Interior Designer	80 - 130
Senior Land Surveyor	120 - 185
Senior Landscape Architect	100 - 155
Senior Marketing Coordinator	80 - 130
Senior Party Chief	105 - 170
Senior Planner	100 - 155
Senior Project Engineer	125 - 205
Senior Project Manager - Architecture	125 - 215
Supervisor of Surveying	125 - 195
Survey Technician I	50 - 90
Survey Technician II	60 - 115
Survey Technician III	75 - 140
Survey Crew Rates	
REGULAR	
One person w/ GPS or Robotic Workstation	125 - 155
Two person	175 - 290
Three person	235 - 390
PREVAILING WAGE	
One person w/ GPS or Robotic Workstation	150 - 180
Two person	225 - 340
Three person	325 - 490

Client shall reimburse RRM Design Group for incidental expenses incurred by RRM Design Group of any subconsultant it may hire to perform services for the Project, at actual cost plus 10% to cover its overhead and administrative expenses. Reimbursable expenses shall include, but are not limited to, reproduction costs, postage, shipping and handling of drawings and documents, long distance communications, fees paid to authorities having jurisdiction over the Project, the expense of any additional insurance requested by Client in excess of that normally carried by RRM Design Group or its subconsultants, travel expenses (transportation/automobile/lodging/meals), renderings, and models. Reimbursable automobile travel mileage will be billed at the current IRS business standard mileage rate.



**AMENDMENT NO. 1  
TO A PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF GOLETA  
AND  
RRM DESIGN GROUP**

This **Amendment No. 1** to a Professional Services Agreement is made this 19<sup>th</sup> day of June, 2018 between the **CITY OF GOLETA**, a municipal corporation ("City") and **RRM DESIGN GROUP**, a California Corporation ("Consultant") dated July 18, 2017 ("Agreement," Agreement No. 2017-056).

**RECITALS**

**WHEREAS**, this Agreement is for New Zoning Ordinance and Local Coastal Program Project services; and

**WHEREAS**, the Agreement between City and Consultant currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed two hundred forty-four thousand, one hundred seven dollars, and twenty-three cents (\$244,107.23); and

**WHEREAS**, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of twenty thousand dollars (\$20,000) for continued work on the New Zoning Ordinance and Local Coastal Program projects; and

**WHEREAS**, the City Council approved this Amendment No. 1 on this 19<sup>th</sup> day of June, 2018.

**AMENDED TERMS**

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

**1. Section 3 Subsection (a). COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of \$20,000 and to read in its entirety:

**(a) (a) Maximum and Rate.** The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$264,107.23 (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,

2019, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager as described in Section 5 (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

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

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

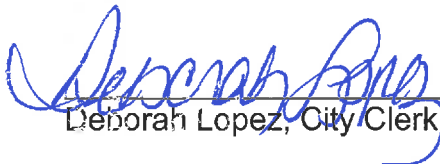
**CITY OF GOLETA**

  
Michelle Greene, City Manager

**CONSULTANT**

  
Erik Justesen, Chief Executive Officer

**ATTEST:**

  
Deborah Lopez, City Clerk

  
John Wilbanks, Secretary

**APPROVED AS TO FORM**

  
Winnie Cai, Deputy City Attorney

**AMENDMENT NO. 2  
TO A PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF GOLETA  
AND  
RRM DESIGN GROUP**

This **Amendment No. 2** to a PROFESSIONAL SERVICES AGREEMENT by and between the **City of Goleta**, a municipal corporation ("City") and **RRM DESIGN GROUP** ("Consultant") dated July 18, 2017 ("Agreement," Agreement No. 2017-056) is made this 18<sup>th</sup> day of June, 2019.

**RECITALS**

**WHEREAS**, this Agreement is for professional planning services in support of the City's New Zoning Ordinance and Local Coastal Program certification; and

**WHEREAS**, the Agreement was amended on June 19, 2018 to increase the not-to-exceed amount by \$20,000 to \$264,107.23 ("Amendment No.1"); and

**WHEREAS**, the Agreement between City and Consultant currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed two hundred sixty-four thousand one hundred seven dollars and twenty-three cents (\$264,107.23); and

**WHEREAS**, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of twenty thousand dollars (\$20,000) for continued task for the New Zoning Ordinance and Local Coastal Program Projects; and

**WHEREAS**, the Agreement between City and Consultant currently provides in Section 6 for the termination of the Agreement on June 30, 2019; and

**WHEREAS**, the parties desire to amend the Agreement so as to extend the termination of the Agreement to June 30, 2021; and

**WHEREAS**, the City Council approved this Amendment No. 2, on this 18th day of June, 2019.

**AMENDED TERMS**

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

1. **Section 3 Subsection (a). COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of \$20,000 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

\$284,107.23 (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, 2019, 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 two years to read in its entirety.

The term of this Agreement is from the date first written above to June 30, 2021, 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. 2 has been executed by the parties effective on the date and year first above written.

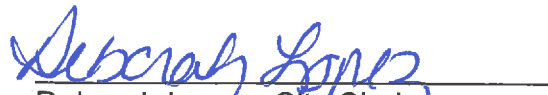
**CITY OF GOLETA**


  
Michelle Greene, City Manager

**CONSULTANT**

  
Erik Justesen, Chief Executive Officer

**ATTEST:**

  
Deborah Lopez, City Clerk

  
John Wilbanks, Secretary

**APPROVED AS TO FORM**

  
Winnie Cai, Assistant City Attorney

**AMENDMENT NO. 3  
TO A PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF GOLETA  
AND  
RRM DESIGN GROUP**

This **Amendment No. 3** to the Professional Services Agreement by and between the **City of Goleta**, a municipal corporation ("City") and **RRM Design Group** ("Consultant") dated July 18, 2017 ("Agreement," Agreement No. 2017-056) is made on this 7 day of May, 2021.

**RECITALS**

**WHEREAS**, this Agreement is for professional planning services in support of the City's New Zoning Ordinance and Local Coastal Program certification; and

**WHEREAS**, on June 19, 2018, the Agreement was amended to increase the not-to-exceed amount by \$20,000 to \$264,107.23 ("Amendment No.1"); and

**WHEREAS**, on June 18, 2019, the Agreement was amended to increase the not-to-exceed amount by \$20,000 to \$284,107.23 and extend the term by two years to June 30, 2021 ("Amendment No.2"); 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, 2023; and

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

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

**WHEREAS**, the City Manager approved this Amendment No. 3, on this 5<sup>th</sup> day of May, 2021.

**AMENDED TERMS**

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

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

The term of this Agreement is from the date first written above to June 30, 2023, unless the term of this Agreement is extended or the Agreement is terminated as provided for herein.

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

**2. Section 31. COUNTERPARTS AND ELECTRONIC/FACSIMILE SIGNATURES** of the Agreement is added to include counterparts and electronic/facsimile signatures as follows:


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

**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. 3 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:



9729744E6ED6406...  
Jami Williams, Vice President

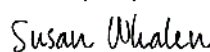
**ATTEST:**

DocuSigned by:



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Deborah Lopez, City Clerk

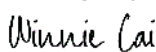
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Susan Whalen, Secretary

**APPROVED AS TO FORM:**  
MICHAEL JENKINS, CITY ATTORNEY

DocuSigned by:



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Winnie Cai, Assistant City Attorney



2017-056.4

**AMENDMENT NO. 4  
TO A PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF GOLETA  
AND  
RRM DESIGN GROUP**

This **Amendment No. 4** to the Professional Services Agreement by and between the **City of Goleta**, a municipal corporation ("City") and **RRM DESIGN GROUP** ("Consultant") dated July 18, 2017 ("Agreement," Agreement No. 2017-056) is made on this 7<sup>th</sup> day of June, 2023.

**SECTION A. RECITALS**

1. This Agreement is for New Zoning Ordinance and Local Coastal Program Project Services; and
2. This Agreement has been amended to add to the not-to-exceed amount, extend the term, and to allow for execution of the Agreement and amendments by facsimile and electronic mail (Amendments No. 1, 2, and 3); and
3. The Agreement currently provides in Section 6 for the termination of the Agreement on June 30, 2023; and
4. The parties desire to amend the Agreement so as to extend the termination of the Agreement to June 30, 2025; and
5. The City Manager approved this Amendment No. 4, on this 7 day of June, 2023.

**SECTION B. AMENDED TERMS**

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

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

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

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

City of Goleta  
Amendment No. 2017-056 to Agreement No. 4  
Page 1 of 2

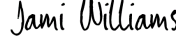
2. Except as otherwise specifically provided herein, all other provisions of the Agreement shall remain in full force and effect

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


**CITY OF GOLETA**


DocuSigned by:  
  
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Robert Nisbet, City Manager

**CONSULTANT**

DocuSigned by:  
  
9729744E6ED6406...  
Jami Williams, Chairman of the Board/Principal

**ATTEST:**

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Deborah Lopez, City Clerk

DocuSigned by:  
  
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Debbie Rudd,  
Treasurer/Secretary/Principal

**APPROVED AS TO FORM:**  
MEGAN GARIBALDI, CITY ATTORNEY

DocuSigned by:  
  
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Winnie Cai, Assistant City Attorney