

**AMENDMENT NO. 5  
TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF GOLETA  
AND  
ANDREW NEWKIRK**

**This Amendment No. 5 (“Amendment”)** is made this 20<sup>th</sup> day of October, 2015 to Professional Services Agreement between the **City of Goleta** (City) and **Andrew Newkirk** (Consultant) dated October 21, 2013 (Agreement).

**RECITALS**

**WHEREAS**, the Agreement between City and Consultant currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed two-hundred fifteen thousand five hundred dollars (\$215,500); and

**WHEREAS**, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of seventy-seven thousand five hundred dollars (\$77,500) for continued advance planning project support; and

**WHEREAS**, the Agreement between City and Consultant currently provides in Section 6 for the termination of agreement on December 31, 2015; and

**WHEREAS**, the parties desire to amend the Agreement so as to extend the termination of the agreement to June 30, 2016, based on the need to provide continued advance planning project support; and

**WHEREAS**, the City Council, on this 20<sup>th</sup> day of October 2015, approved this Contract Amendment and authorized the City Manager to execute this Contract Amendment per the Goleta Municipal Code Section 3.05.240.

**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 \$77,500 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 \$293,000 (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

Hourly at the hourly rate of \$95 shall be binding upon CONSULTANT until June 30, 2015, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager (CITY is to be given 60 days notice of any rate increase

request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

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

The term of this AGREEMENT is from the date first written above to June 30, 2016, unless term of this AGREEMENT is extended or the AGREEMENT is terminated as provided for herein.

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

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

**CITY OF GOLETA**

**CONSULTANT**

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

\_\_\_\_\_  
Andrew Newkirk

**ATTEST:**

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

**APPROVED AS TO FORM**

  
\_\_\_\_\_  
Tim W. Giles, City Attorney