



**Agenda Item A.8**  
**CONSENT CALENDAR**  
**Meeting Date: September 5, 2023**

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**TO:** Mayor and Councilmembers

**FROM:** Peter Imhof, Planning and Environmental Review Director

**CONTACT:** Anne Wells, Advance Planning Manager  
Andy Newkirk, Supervising Senior Planner  
Stefanie Edmondson, Senior Planner

**SUBJECT:** Amendment to the Professional Services Agreement No. 2023-051 with Veronica Tam and Associates, Inc.

**RECOMMENDATION:**

Authorize the City Manager to execute Amendment No. 1 to Professional Services Agreement No. 2023-051 with Veronica Tam and Associates, Inc., amending the scope of work for continued Housing Element Professional Services and increasing the maximum contract amount by \$43,000, for a total not-to-exceed amount of \$87,900.

**BACKGROUND:**

The City's contract with Veronica Tam and Associates, Inc. (Consultant) for Housing Element Professional Services (Agreement No. 2023-051) has a not-to-exceed amount of \$44,900 and includes four tasks: eventual certification of the City's Housing Element; public outreach; implementation of the Housing Element; and basic environmental review. The contract assumed that if anything other than an exemption to the California Environmental Quality Act (CEQA) was required, additional funds would be needed for CEQA review.

In response to the State Department of Housing and Community Development's (HCD's) latest comments (dated March 20, 2023) on the City's adopted Housing Element 2023-2031, City staff and the consultant prepared related revisions. Additionally, City staff and the consultant facilitated three City Council and Planning Commission joint study sessions in July 2023 (two more than originally envisioned at that point of the project) to address HCD comments on the City's inventory of sites. In response to study session feedback, City staff and the consultant further revised the Housing Element to include the rezoning of sites to meet mandatory Regional Housing Needs Assessment requirements. As a result, additional CEQA documentation beyond the exemption considered in the original agreement will be needed.

**DISCUSSION:**

As noted above, the number of study sessions with the City Council and Planning Commission in July 2023 exceeded what was originally envisioned for the project. Additionally, the rezoning of sites required to address HCD's comments and direction received at the study sessions necessitate expanded Housing Element revisions and related environmental review beyond what was originally envisioned for the project.

The requested Amendment No. 1 to Professional Services Agreement No. 2023-051 with Veronica Tam and Associates, Inc. (Attachment 1) includes \$43,000 to accommodate expanded public outreach, Housing Element revisions, and environmental review. Additionally, Amendment 1 includes revisions to the scope of work for Task 4 Environmental Review, allowing for expanded environmental review in the form of a CEQA Addendum to the City's General Plan / Coastal Land Use Plan Environmental Impact Report. The CEQA Addendum will include analysis supporting the rezoning of sites needed to address HCD comments and will best position the City to achieve HCD Housing Element certification.

**FISCAL IMPACTS:**

The proposed increase of \$43,000 will increase the contract not-to-exceed amount from \$44,900 to \$87,900. The original contract is fully funded through the City's Regional Early Action Program (REAP) Grant (Account #319-40-4300-51200), which has a balance of \$18,688 to assist in funding this amendment request. However, the REAP Grant balance does not support the full contract amendment request. Staff recommends that the remaining amendment amount be covered with \$24,312 from General Ledger Account #101-40-4300-51205 (Professional Services - General Plan).

<b>Housing Element, 2023-2029</b>					
<b>Fund Type</b>	<b>Account</b>	<b>FY 23/24 Current Budget</b>	<b>YTD Actuals</b>	<b>Total Not-to- Exceed Amount Requested</b>	<b>Total Available Budget</b>
REAP Grant	319-40- 4300- 51200	\$18,688	\$0	\$18,688	\$18,688
Professional Services - General Plan	101-40- 4300- 51205	\$24,312	\$0	\$24,312	\$50,000
<b>Total</b>		<b>\$43,000</b>	<b>\$0</b>	<b>\$43,000</b>	<b>\$68,688</b>

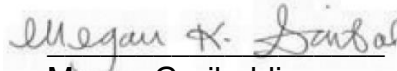
**ALTERNATIVES:**

The City Council may elect not to authorize this contract amendment, in which case staff will lose the technical assistance of Veronica Tam and Associates on the required CEQA analysis and documentation, and their Housing Element expertise as the City seeks certification of the Housing Element 2023-2031.

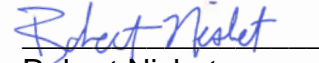
**Reviewed By:**

  
Kristine Schmidt  
Assistant City Manager

**Legal Review By:**

  
Megan Garibaldi  
City Attorney

**Approved By:**

  
Robert Nisbet  
City Manager

**ATTACHMENTS:**

1. Amendment No.1 to Professional Services Agreement No. 2023-051 with Veronica Tam and Associates
2. Professional Services Agreement No. 2023-051 with Veronica Tam and Associates

## **Attachment 1**

Amendment No.1 to Professional Services Agreement No. 2023-051 with Veronica Tam  
and Associates

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

This **Amendment No. 1** to the Professional Services Agreement by and between the **City of Goleta**, a municipal corporation ("City") and **Veronica Tam and Associates Inc.** ("Consultant") dated June 22, 2023 ("Agreement," Agreement No. 2023-051) is made on this 5th day of September 2023.

**SECTION A. RECITALS**

1. This Agreement is for professional housing policy and planning services for the Housing Element 2023-2031 project; and
2. The Agreement currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed \$44,900; and
3. The parties desire to amend the Agreement so as to provide for additional compensation in the amount of \$43,000 for continued services; and
4. The Agreement currently provides in Exhibit A entitled "Scope of Work" the complete and particular description of services; and
5. 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
6. The City Council approved this Amendment No. 1, on this 5th day of September 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 \$43,000 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 \$87,900 (herein "not-to-exceed amount") and shall be earned as the work progresses.

City of Goleta  
PER and Veronica Tam and Associates Inc.  
Amendment No. 1 to Agreement No. 2023-051  
Page 1 of 3

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. 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.

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

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

**CITY OF GOLETA**

**CONSULTANT**

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


\_\_\_\_\_  
Veronica Tam, President

**ATTEST:**

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

\_\_\_\_\_  
Veronica Tam, Secretary

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

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

## EXHIBIT A-1

### SCOPE OF WORK

**Task 1:** Housing Element and Technical Appendix. CONSULTANT, in coordination with City staff, shall revise the Housing Element and Technical Appendix in response to State Housing and Community Development Department (HCD) direction. The revisions shall be focused in order to meet State law requirements and to achieve HCD certification.

*Deliverables:* Revised and Re-adopted Housing Element and HCD Certification.

**Task 2:** Public Outreach. CONSULTANT shall assist with and attend outreach efforts, including public hearings before the Planning Commission and City Council and other public outreach activity, as needed and at the direction of the City.

*Deliverables:* Attendance at public meetings and any needed workshops for the re-adoption and certification of the Housing Element 2023-2031.

**Task 3:** Housing Element Implementation. CONSULTANT shall assist the City, as needed, with implementation programs in the Housing Element.

*Deliverables:* Research and documentation as needed based on the implementation program(s) worked on.

**Task 4:** Environmental Review. Prepare an Addendum to the City's General Plan/Coastal Land Use Plan EIR (SCH#2005031151), in accordance with CEQA Guidelines Section 15164, including significant analysis and documentation.









*Deliverables:* Upon receiving one consolidated set of City comments on the Administrative Draft Addendum, CONSULTANT shall prepare a Final Addendum for certification. CONSULTANT shall provide one electronic version (in Adobe Acrobat) to distribute along with the final Housing Element. The full administrative CEQA record shall be sent to the City at this time.

## **Attachment 2**

Professional Services Agreement No. 2023-051  
with Veronica Tam and Associates



## DOCUMENT ROUTING AND APPROVAL FORM

Requires Council Approval: <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES Meeting Date:		Requires Vendor Set-up: <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES If no, Vendor Number: 004199		
Director Level Approval: <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES Site Authority:		Provide summary of agreement below: Support for re-adoption and certification of Housing Element 2023-2031		
Document Name and Type: Professional Services - Housing Element		Project Name: Housing Element 2023-2031		
Vendor Name: Veronica Tam and Associates Contact Person: Veronica Tam Address: 107 S. Fair Oaks Ave. Ste. 212 Pasadena, CA 91105 Phone Number: 626-818-9488 Email Address: veronica.tam@vtaplanning.com Business License Number: in process 2023-		City Project Manager: Anne Wells Contact Number: X7557 Email Address: awells@cityofgoleta.org Staff Routing Agreement: Andy Newkirk Contact Number: x7544 Email Address: anewkirk@cityofgoleta.org		
AMOUNT NOT TO EXCEED: <b>\$44,900</b>		ON CALL SERVICES? : <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES* *On call services require one spreadsheet to track multiple PO's COUNCIL APPROPRIATION NEEDED : <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES* *May require Purchasing Officer's override to input Requisition		
ROUTING PROCESS	DESCRIPTION		DATE	INITIAL
Department Head	Authority to initiate agreement		6/15/2023	
Initiation Anne wells is	authorized to initiate the agreement in Peter Imhof's absence			
Risk Manager	Staff to initiate review of insurance provision in agreement		6/20/2023	
City Attorney	Contract review/Approve as form		6/20/2023	
Finance Director, Purchasing Officer	Funding Methods Approved/ Authorized, Purchase Requisition reviewed.	Requisition Number:  23PE033	6/20/2023	
Staff (DocuSign User)	Staff routes agreement to vendor via DocuSign for electronic signature and requests Insurance documents.		6/21/2023	
Risk Manager	Risk Management shall rate Insurance.		6/20/2023	
City Manager	City Manager will approve and sign the agreement.		6/21/2023	
City Clerk	City Clerk will approve and sign the agreement.		6/22/2023	
Vendor	Staff will route a fully executed copy of the agreement to the vendor.			


## BELOW FOR CITY CLERK PROCESSING ONLY

FINALIZED ON:	INITIAL	RESOLUTION NO (IF APPLICABLE)	FILE NUMBER		
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


## MEMORANDUM

DATE: June 15, 2023

TO: Robert Nisbet, City Manager 

CC: Peter Imhof, Director of Planning and Environmental Review

FROM: Anne Wells, Advance Planning Manager 

SUBJECT: Veronica Tam and Associates - Professional Services Contract

The following Memorandum provides a brief summary justifying the need for the City of Goleta to enter into a new Professional Services Contract with Veronica Tam and Associates (Tam and Associates) for services relating to the City's Housing Element 2023-2031.

- The City issued a Request for Qualifications/Request for Proposals (RFQ/RFP) for the preparation of the City's 6th cycle (2023-2031) Housing Element on December 8, 2020. The City received three proposals in response to the RFQ/RFP. After evaluation of the proposals and interviews, JHD Planning, LLC (JHD Planning) led by John Douglas was selected as the consultant for the project. Subsequent to that, the City executed Agreement No. 2021-039 with JHD Planning.
- Since that time, John Douglas has supported the City's Housing Element 2023-2031 project, including public outreach, preparation of a draft Housing Element, State review, and adoption of the new Housing Element. However, to date, the new Housing Element is not certified by the State. John Douglas will retire on June 30, 2023 and the City has a need for continued Housing Element related services to ensure State certification.
- The proposed agreement with Tam and Associates includes four tasks, including eventual certification of the City's Housing Element, public outreach, implementation of the Housing Element, and basic environmental review. If an extensive CEQA document is needed, a separate contract for that work will be prepared.
- Tam and Associates was one of two firms (along Rincon Consultants) that submitted a joint proposal through the RFQ/RFP process in 2021. Their proposal was one of the finalists for the original contract for the project that was awarded to JHD Planning. Note that Rincon Consultants is expected to be a subcontractor on the agreement with Tam and Associates. As such, the contract is consistent with

required procurement procedures under subsection 3.05.260(B) of the Goleta Municipal Code.

- The requested new contract would extend to June 30, 2025, with a not-to-exceed amount of \$44,900. Subsection 3.05.070(C) of the Goleta Municipal Code authorizes the City Manager to enter into a contract for services, supplies, and equipment for a sum less than \$45,000.
- Account #319-40-4300-51200 includes the \$195,386 REAP Grant budget funds and has adequate budget balance to fund agreement.

For these reasons, Planning staff requests that you authorize this new contract and instruct Planning staff to facilitate the signatures required to execute a new contract with Tam and Associates for professional services.

2023-051

Project Name: Housing Element 2023-2031

**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN THE CITY OF GOLETA  
AND  
VERONICA TAM AND ASSOCIATES, INC.**

This AGREEMENT FOR PROFESSIONAL SERVICES (herein referred to as "AGREEMENT") is made and entered into this 22<sup>nd</sup> day of June, 2023, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **VERONICA TAM AND ASSOCIATES, INC.** (herein referred to as "CONSULTANT").

**SECTION A. RECITALS**

1. The CITY has a need for professional housing policy and planning services for the Housing Element 2023-2031 project; and
2. The CITY does not have the personnel able and/or available to perform the services required under this AGREEMENT, and therefore, the CITY desires to contract for professional services to accomplish this work; and
3. The CITY procured these services in compliance with Goleta Municipal Code Section 3.05.260.
4. The City Manager approved this AGREEMENT pursuant to Goleta Municipal Code section 3.05.070.

**SECTION B. TERMS**

**1. RETENTION AS CONSULTANT**

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

**2. DESCRIPTION OF SERVICES**

The services to be performed by CONSULTANT are as follows:

Professional Planning Related Services in conjunction with the Housing Element 2023-31 Project and Implementation. Services shall generally include preparation, certification, and implementation of the Housing Element 2023-2031 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 \$44,900 (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, 2025, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager as described in Section 5 (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

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

### **4. EXTRA SERVICES**

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

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

The services to be performed by CONSULTANT shall be accomplished under the general direction of, and coordinate with, CITY's "Project Manager", as that staff person is designated by CITY from time to time, and who presently is 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, 2025, unless term of this AGREEMENT is extended, or the AGREEMENT is terminated as provided for herein.

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

## **7. OWNERSHIP OF DOCUMENTS**

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

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

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

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

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

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

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

## **10. INSURANCE**

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

Insurance shall include the following (or broader) coverage:



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

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

- a) Except for professional liability insurance, CITY, its employees, officials, agents and member agencies shall be covered as additional insureds. Coverage shall apply to any and all liability arising out of the work performed or related to the contract. Additional insured status under the general liability requirement shall be provided on Insurance Services Office Form CG 20 10, with an edition date prior to 2004, or its equivalent. Additional insured status for completed operations shall be provided either in the additional insured form or through another endorsement such as CG 20 37, or its equivalent.
- b) General and automobile liability insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer’s liability. Coverage will not be limited to CITY’s vicarious liability.
- c) Professional liability insurance policies inception date, continuity date, or retroactive date must be before the effective date of this agreement. CONSULTANT agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.



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

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

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

unemployment insurance, and any other employer obligations associated with the described work.

## **12. CORRECTIONS**

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

## **13. TERMINATION BY CITY**

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

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

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

## **15. AUDIT OF RECORDS**

At any time during normal business hours and as often as it may deem necessary, CONSULTANT shall make available to a representative of CITY for examination of all its records with respect to all matters covered by this AGREEMENT and will permit CITY to audit, examine and/or reproduce such

records. CONSULTANT will retain such financial records, time sheets, work progress reports, invoices, bills and project records for at least two years after termination or final payment under this AGREEMENT.

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

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

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

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

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

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

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

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

## **20. GOVERNING LAW**

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

## **21. NONDISCRIMINATION**

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

## **22. TAXPAYER IDENTIFICATION NUMBER**

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

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

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

## **24. MODIFICATION OF AGREEMENT**

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

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

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

## **26. PERMITS AND LICENSES**

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

## 27. CAPTIONS

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

## 28. AUTHORIZATION

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

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

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

### 30. PARTIAL INVALIDITY

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

## 31. NOTICES

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

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

TO CONSULTANT: Attention: Veronica Tam, AICP  
Veronica Tam and Associates, Inc.  
107 S. Fair Oaks Avenue, Suite 212  
Pasadena, CA 91105

### **32. COUNTERPARTS AND ELECTRONIC/FACSIMILE SIGNATURES**


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

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

**CITY OF GOLETA**


DocuSigned by:  
  
1AEBACAD159E4D7...  
Robert Nisbet, City Manager

**CONSULTANT**

DocuSigned by:  
  
3ED8E50E8A004B1...  
Veronica Tam, President

**ATTEST**

DocuSigned by:  
  
A3E09F3473CA47E...  
Deborah Lopez, City Clerk

DocuSigned by:  
  
3ED8E50E8A004B1...  
Veronica Tam, Secretary

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

DocuSigned by:  
  
4365248AE5424CE...  
Scott Shapses, Deputy City Attorney

## EXHIBIT A

### SCOPE OF WORK

**Task 1:** Housing Element and Technical Appendix. CONSULTANT, in coordination with City staff, shall revise the Housing Element and Technical Appendix in response to State Housing and Community Development Department (HCD) direction. The revisions shall be focused in order to meet State law requirements and to achieve HCD certification.

*Deliverables:* Revised and Re-adopted Housing Element and HCD Certification.

**Task 2:** Public Outreach. CONSULTANT shall assist with and attend outreach efforts, including public hearings before the Planning Commission and City Council and other public outreach activity, as needed and at the direction of the City.

*Deliverables:* Attendance at public meetings and any needed workshops for the re-adoption and certification of the Housing Element 2023-2031.

**Task 3:** Housing Element Implementation. CONSULTANT shall assist the City, as needed, with implementation programs in the Housing Element.

*Deliverables:* Research and documentation as needed based on the implementation program(s) worked on.

**Task 4:** Environmental Review. Basic environmental review support that does not include significant analysis and documentation.

*Deliverable:* Basic environmental review that does not include more detailed documents such as negative declarations and environmental impact reports.



**EXHIBIT B**

**SCHEDULE OF FEES**

<b>Title</b>	<b>Hourly Rate</b>
Principal	\$200
Planner	\$135
GIS Analysis	\$135

REQUISITION

Requisition #: 23PE033  
Date: 06/15/2023  
Vendor #: 004199

ISSUED TO: VERONICA TAM AND ASSOCIATES, II  
107 S, FAIR OAKS AVE.  
SUITE 212  
PASADENA, CA 91105-  
SHIP TO: CITY OF GOLETA  
130 CREMONA DRIVE, SUITE B  
GOLETA, CA 93117

ITEM	UNITS	DESCRIPTION	PROJECT #	PRICE	GL ACCOUNT NUMBER	AMOUNT
1	0	Veronica Tam & Assoc - Housing Element	G40-REAP	0.00	319-40-4300-51200	44,900.00

**PO Description:** Housing Element Planning Support - SB 2 Grant  
**Detailed Description:**  
Support for re-adoption and certification of Housing Element 2023-2031  
Funds from the SB 2 Grant GL#319-40-4300-51200  
Tracking: G-40 REAP

6/15/2023  
Authorized By:  \_\_\_\_\_  
DocuSigned by:  
5FB4AFE19ECA408...

SUBTOTAL:	44,900.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	44,900.00



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/25/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> (HD) Heffernan Insurance Brokers 1350 Carback Avenue Walnut Creek CA 94596	<b>CONTACT</b> NAME: Heffernan Insurance Brokers PHONE (A/C, No, Ext): 925-934-8500 E-MAIL ADDRESS: HIB24-7@heffins.com FAX (A/C, No): 925-934-8278														
<b>INSURED</b> Veronica Tam & Associates, INC. 107 South Fair Oaks Avenue; Suites 212 & 226 Pasadena CA 91105	<b>INSURER(S) AFFORDING COVERAGE</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER B: American Casualty Company of Reading,</td> <td>20427</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER	NAIC #	INSURER A: Continental Casualty Company	20443	INSURER B: American Casualty Company of Reading,	20427	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER	NAIC #														
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INSURER B: American Casualty Company of Reading,	20427														
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

 License#: 0564249  
 VEROTAM-01

## COVERAGES

CERTIFICATE NUMBER: 1829650395

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		B7013629227	11/16/2022	11/16/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
<div style="border: 2px solid green; padding: 5px; display: inline-block;"> <b>APPROVED</b>  <i>By Sandra Rodriguez at 11:15 am, Jun 14, 2023</i> </div> <div style="font-size: 2em; margin-left: 20px;">SR</div>							
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			B7013629227	11/16/2022	11/16/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC430813948	7/1/2022	7/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liability			MCH276199824	11/16/2022	11/16/2023	Per Claim \$1,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: City of Goleta Contract Information - HE Implementation 2023

The City of Goleta is included as an additional insured with respects to the General Liability Policy per the attached endorsement, if required.

## CERTIFICATE HOLDER

## CANCELLATION

 City of Goleta  
 Attn: Molly Cunningham  
 130 Cremona Drive, Suite B  
 Goleta, CA 93117

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Policy Number:

CG 20 10 04 13

Effective Date:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location(s) Of Covered Operations</b>
Any person or organization that is an owner or manager of real property or personal property on which you are performing ongoing operations, or a contractor on whose behalf you are performing ongoing operations, but only if coverage as an additional insured is required by a written contract or written agreement that is an “insured contract”, and provided the “bodily injury” or “property damage” first occurs, or the “personal and advertising injury” offense is first committed, subsequent to the execution of the contract or agreement.	All locations at which the Named Insured is performing ongoing operations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to “bodily injury” or “property damage” occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1.** Required by the contract or agreement; or
  - 2.** Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.