



TO: Mayor and Councilmembers

FROM: Jennifer Carman, Planning and Environmental Review Director

CONTACT: Anne Wells, Advance Planning Manager

SUBJECT: Amendment No. 3 to the Agreement for Professional Services with Storrer Environmental Services for Environmental Monitoring and Compliance Services

RECOMMENDATION:

Approve and authorize the City Manager to execute Amendment No. 3 to Agreement No. 2014-041 for professional services with Storrer Environmental Services, to increase the maximum compensation by \$12,500 for a total not to exceed amount of \$37,500 and extend the agreement term to June 30, 2017 (Attachment 1).

BACKGROUND:

The Beach Hazards Removal Project is a state-sponsored project to remove historic oil and gas remnants along the coastline of Santa Barbara and Ventura Counties. In 2001, the Legislature appropriated \$931,000 to the California State Lands Commission (CSLC) for the removal of these coastal hazards. Since the appropriation, environmental review, permitting, and partial hazards removal has occurred along the coast. Additional funding appropriations and grants have since been awarded to the CSLC for hazards removal work, including work in the Goleta area.

The Beach Hazards Removal Project is a partnership between the CSLC, the City of Goleta, and other regulatory agencies. The City-issued project permits require the City to monitor and document all CSLC-sponsored hazards removal activity. While the CSLC funds the hazards removal work, the City is responsible for funding the City-requirement for construction monitoring and permit compliance.

In March 2014 the City Manager approved an agreement with Storrer Environmental for environmental monitoring and compliance services to support the Beach Hazards Removal Project. The 2014 agreement had a maximum compensation of \$13,000 and expiration of December 31, 2015. The agreement was amended on April 14, 2014 to add an additional \$12,000 in compensation in support of CSLC hazards removal work. A second amendment occurred on October 29, 2015, extending the term of the agreement to December 31, 2016, also to support CSLC hazards removal work. The

current maximum compensation under the contract is \$25,000 with a December 31, 2016 termination date. Approximately \$200 remains to monitor anticipated upcoming hazards removal activity.

Storrer Environmental conducted hazards removal monitoring in 2014 and April 2016. The City has identified 63 additional locations along the City coastline where coastal hazards exist. City staff continues to work with the CSLC to coordinate future hazards removal work for which monitoring services are necessitated.

DISCUSSION:

In anticipation of upcoming CSLC beach hazards removal work, staff requests that the agreement with Storrer Environmental Services be amended to add additional funds of \$12,500 for a total not to exceed amount of \$37,500 and extend the term from December 31, 2016 to June 30, 2017. This third amendment would ensure that the City's has the adequate monitoring capacity for upcoming Beach Hazards Removal Project work, expected to occur in late 2016 / early 2017.

FISCAL IMPACTS:

The FY 2016-17 Planning and Environmental Review Advance Planning Operating Budget includes an allocation of \$12,500 in the Advance Planning Professional services line item (5-4300-500) for coastal hazards cleanup included in this amendment.

ALTERNATIVES:


The City Council may elect not to authorize this amendment and direct staff to limit Storrer Environmental Service's activities to the original Scope of Work provided in Agreement No. 2014-041, or may direct staff to seek the services of another consultant. Doing so could cause challenges to environmental monitoring and compliance of beach hazards removal, given Storrer's familiarity with local beach hazards and years working with the State and its contractor on this project.

Legal Review By:

Approved By:



Tim W. Giles
City Attorney


Michelle Greene
City Manager

ATTACHMENTS:

1. Amendment No. 3 to Professional Services Agreement No. 2014-041

Attachment 1

Amendment No. 3 to Professional Services Agreement No. 2014-041

**AMENDMENT NO. 3
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
JOHN STORRER dba STORRER ENVIRONMENTAL SERVICES**

This Amendment No. 3 ("Amendment") is made this 20th day of September, 2016 to a Professional Services Agreement between the **CITY OF GOLETA** ("City") and **JOHN STORRER dba STORRER ENVIRONMENTAL SERVICES** ("Consultant") dated March 24, 2014 ("Agreement").

RECITALS

WHEREAS, the Agreement between City and Consultant currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed twenty-five thousand (\$25,000) dollars; and

WHEREAS, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of twelve thousand five hundred (\$12,500) dollars for continued environmental monitoring and compliance services; and

WHEREAS, the Agreement between City and Consultant currently provides in Section 6 for the termination of the Agreement on December 31, 2016; and

WHEREAS, the parties desire to amend the Agreement so as to extend the termination of the Agreement to June 30, 2017; and

WHEREAS, the City Council, on this 20th day of September, 2016, 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 \$12,500 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 \$37,500 (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

Hourly at the hourly rates and with reimbursement to CONSULTANT for those expenses set forth in CONSULTANT Schedule of Fees marked Exhibit "B", attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon the CONSULTANT until December 31, 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 an additional six months to read in its entirety:

The term of this Agreement is from the date first written above to June 30, 2017, unless term of this Agreement is extended or the Agreement is terminated as provided for herein.

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

CONSULTANT

Michelle Greene, City Manager

John Storrer, Owner

ATTEST:

Deborah Lopez, City Clerk

APPROVED AS TO FORM



Tim W. Giles, City Attorney