Agenda Item A.7
CONSENT CALENDAR
Meeting Date: May 19, 2026

TO: Mayor and Councilmembers

SUBMITTED BY: Luz **"**Nina" Buelna, Public Works Director

PREPARED BY: Autumn Glaeser, Public Works Assistant Public Works Director

SUBJECT: Public Works Professional Services Amendments with DKS Associates, Inc. and MNS Engineers, Inc.

RECOMMENDATION:

A. Authorize the City Manager to execute Amendment No. 3 to Agreement No. 2024-091 with DKS Associates, Inc. for Professional Services Agreement for the 2026 Development Impact Fee (DIF) Update, increasing the agreement amount by $30,000 for a total not-to-exceed amount of $451,255; and

B. Authorize the City Manager to execute Amendment No. 3 to Agreement No. 2024-087 with MNS Engineers, Inc. for Professional Design Services Agreement for the 2026 Development Impact Fee (DIF) Update, increasing the agreement amount by $20,000 for a total not-to-exceed amount of $221,282, and extending the termination date to December 31, 2026; and

C. Authorize a budget appropriation in the amount of $50,000 as identified in Table 3 of the Fiscal Impacts section of the staff report.

BACKGROUND:

Public Works staff has engaged private consultants to perform a variety of professional services for the City since its incorporation in 2002. Public Works selected and executed agreements with the following consultants from the City's approved pre-qualified consultant list, approved by City Council on January 17, 2023, or through a request for proposal to provide various professional services for the Public Works Department. The information below summarizes the services being provided by each consultant, proposed amendments and agreements, justification, and recommended actions.

DISCUSSION:

DKS Associates, Inc.

The Department of Public Works selected DKS Associates, Inc. to provide professional services from the City's 2023 prequalified consultant list, which was approved by the City Council on January 17, 2023. An agreement with DKS Associates, Inc. was approved by Council on August 20, 2024, for $275,700 to develop the 2026 Development Impact Fee (DIF) Update, including an update to the Goleta Traffic Model. Amendment No. 1 to this agreement was executed on January 21, 2025, for $70,000 for a new total not-to-exceed amount of $345,700 for additional services amended in Exhibit A-1. Amendment No. 2 to this agreement was executed on December 2, 2025, for $75,555 for a new total not-to-exceed amount of $421,255 for additional services amended in Exhibit A-2 and to extend the termination date to December 31, 2026.

Amendment No. 3 to this agreement will increase the not-to-exceed amount of the DKS Associates, Inc. agreement by $30,000 for a new total not-to-exceed amount of $451,255, to continue services. Additional funding is required to fund the additional roundabout capacity analyses requested and to finalize the 2026 Development Impact Program Update.

MNS Engineers, Inc.

The Department of Public Works selected MNS Engineers, Inc. (MNS) to provide professional design services from the City's 2023 prequalified consultant list, which was approved by the City Council on January 17, 2023. An agreement with MNS was approved by Council on August 20, 2024, for $156,282 to prepare cost estimates for the 2026 Development Impact Fee (DIF) Update. Amendment No. 1 to this agreement was executed on December 2, 2025, to extend the termination date to June 30, 2026. Amendment 2 to this agreement was executed on December 16, 2025, for $45,000, bringing the total not-to-exceed amount for continued services to $201,282.

Amendment No. 3 to this agreement will increase the not-to-exceed amount under the MNS Engineers agreement by $20,000, to a new total not-to-exceed amount of $221,282, to continue services and extend the termination date to December 31, 2026. Additional funding is required to develop cost estimates and graphics for late additions to the DIF Transportation Projects list.

FISCAL IMPACTS:

These amendments are funded by various accounts listed in the tables below.

Table 1 – Estimated Costs and Funding for Amendments

Vendor	Project Component	Estimated Total Costs
DKS	2026 DIF Program Update	$451,255
Total		**$451,255**

Funding Source	Funding Amounts
General Fund	$70,000
Transportation Facilities DIF (220)	$15,750
Parks & Recreation Facilities DIF (221)	$15,750
Public Administration DIF (222)	$15,200
Library Facilities DIF (223)	$63,500
Fire DIF (229)	$69,750
Storm Drain DIF (234)	$69,750
Bicycle and Pedestrian DIF (235)	$68,500
Non-Residential Affordable Housing DIF (238)	$63,055
	$451,255

Table 2 – Estimated Cost and Funding for MNS Amendment 3

Vendor	Project Component	Estimated Total Costs
MNS	2026 DIF Program Update – Engineering Cost Estimate Support	$221,282
Total		**$221,282**

Funding Source	Funding Amounts
Transportation Facilities DIF (220)	$59,625
Parks & Recreation Facilities DIF (221)	$59,625
Public Administration DIF (222)	$60,157
Library Facilities DIF (223)	$11,875
Fire DIF (229)	$5,625
Storm Drain DIF (234)	$5,625
Bicycle and Pedestrian DIF (235)	$6,875
Non-Residential Affordable Housing DIF (238)	$11,875
	$221,282

Public Works staff recommend the following budget appropriations. The DKS amendment requires an additional $30,000 in appropriation, and the MNS amendment requires an additional $20,000.

Table 3 – Recommended Budget Appropriations

Fund Type	From	Account To	Amount
DIF	Fund Balance	220-50-5200-51200	$7,145
DIF	Fund Balance	221-50-5200-51200	$7,145
DIF	Fund Balance	222-50-5200-51200	$7,145
DIF	Fund Balance	223-50-5200-51200	$7,145
DIF	Fund Balance	229-50-5200-51200	$7,140
DIF	Fund Balance	234-50-5200-51200	$7,140
DIF	Fund Balance	235-50-5200-51200	$7,140
		Total	**$50,000**

ALTERNATIVES:

The City Council may elect not to approve the amendments discussed herein; however, this would result in significant delays in initiating and completing the work associated with the DIF Program.

LEGAL REVIEW BY: Isaac Rosen, City Attorney

APPROVED BY: Robert Nisbet, City Manager

ATTACHMENTS:

1. Amendment No. 3 Professional Services Agreement 2024-091 with DKS Associates, Inc
2. Amendment No. 3 Professional Services Agreement 2024-087 with MNS Engineers, Inc.
3. Amendment No. 2, Amendment No. 1, Professional Services Agreement 2024-091 with DKS Associates, Inc
4. Amendment No. 2, Amendment No. 1, Professional Services Agreement 2024-087 with MNS Engineers, Inc.

ATTACHMENT 1

Amendment No. 3 Professional Services Agreement 2024-091 with DKS Associates, Inc

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

This **Amendment No. 3** to the Professional Services Agreement by and between the **City of Goleta**, a municipal corporation ("City") and **DKS Associates, Inc.,** a California Corporation ("Consultant") dated August 20, 2024 ("Agreement," Agreement No. 2024-091) is made on this 19th day of May 2026.

SECTION A. RECITALS

1. This Agreement is for the purpose of preparing the CITY's 2026 Development Impact Fee Nexus Study and Traffic Model Update; and

2. This Agreement has been amended to provide additional analysis associated with bicycle and pedestrian activities (Amendment No. 1), and to provide traffic analysis associated with additional traffic impact areas and extend the termination date (Amendment No. 2); and

3. The Agreement currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed $421,255; and

4. The parties desire to amend the Agreement so as to provide for additional compensation in the amount of $30,000 for continued tasks; and

5. The City Council approved this Amendment No. 3, on this 19th day of May 2026.

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. <u>COMPENSATION AND PAYMENT</u>** of the Agreement is amended to add an additional authorized amount of 30,000 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 <u>$451,255</u> (herein "not-to-exceed amount") and shall be earned as the work progresses.

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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 December 31, 2026, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager as described in Section 5 (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

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

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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

Robert Nisbet, City Manager

ATTEST:

Deborah Lopez, City Clerk

APPROVED AS TO FORM:
ISAAC ROSEN, CITY ATTORNEY

Signed by:
Scott Shapses
4218AE313C014E2...
Scott Shapses, Deputy City Attorney

CONSULTANT

Signed by:
John Bosket
43D9648C9F4346B...
John Bosket, PE, Vice President

DocuSigned by:
37C4595243404F5...
Jim Damkowitch, Principal

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EXHIBIT A-2
SCOPE OF WORK

A. GOLETA TRAVEL MODEL UPDATE

Task A1. Full upgrade to latest VISUM software version

Task A.1.1 Import Model into Latest Software Version

CONSULTANT shall import the Goleta Travel Model into the latest version of VISUM.

Task A.1.2 Properly Execute GP-1, GP-7, Current DIF Model

CONSULTANT shall execute the CITY's latest DIF Baseline and Forecast model. Volume difference plots shall be generated to verify stable results relative to the previous PTV VISUM-16 software version. If stable results are not generated by the most recent software version CONSULTANT shall continue to use VISUM Version 16.

Task A2. Update Signal Timing Plans (new or modified intersections since 2015)

Task A.2.1 Identify Need to Update Signal Timing Plans for CITY/County Intersections

For new or modified signal timings post 2015, the CITY shall provide CONSULTANT the signal timing plans for CITY owned and operated signalized intersections currently included or planned for incorporation in the model network. CONSULTANT shall coordinate with the County of Santa Barbara for signals within the CITY's modeling domain but which are operated by the County that have new or modified signal timings since 2015. The number of intersections requiring new or revised signal timings is assumed to be less than 10 for budgeting purposes.

Task A.2.2 Code Intersections Modified Post-2015

After receipt of all new or modified signal timing plans, CONSULTANT shall code/update the model intersection signal timings of up to ten (10) intersections identified in sub-task A.2.1.

Task A3. Re-examine Zone and Network Detail

Task A.3.1 Review TAZ Structure

CONSULTANT shall review the shape file of the existing model zone structure. CONSULTANT shall coordinate with the CITY to refine TAZ boundaries where appropriate. Although no boundary changes are anticipated, CONSULTANT shall

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coordinate with the CITY where new development has occurred since 2015 or anticipated new growth may dictate re-examination for the need to split TAZs.

Task A.3.2 Review Network and Connector Detail

CONSULTANT shall review all model network attribute information. This includes: link type, directionality, number of lanes, capacity, length, design speed and link delay coefficients. Node attributes shall also be reviewed including intersection type, node capacity factors, node capacity, special delay links, turn penalties, node delay coefficients, base delay, intersection geometry and signal timing (see Task 2). Link and node attributes shall be systematically checked to current Goleta Model coding conventions for consistency.

The need for additional network detail (i.e., coding minor new development access roadways and/or collector and local streets currently not reflected in the model network) shall be determined and coded in coordination with the CITY modeling conventions. Given the maturity of the Goleta model network and minimal roadway network infrastructure improvements in the CITY since 2015, the amount of new or revised network coding is not anticipated to be significant.

Task A.3.3 Coordinate with CITY on Model Zone and Network Modifications

CONSULTANT shall review the TAZ zone connectors. The number of zone connectors and the zone loading percentages (multi-point assignment) shall be reviewed relative to actual development driveway and network access characteristics. Where growth has occurred since 2015 or new growth is planned CONSULTANT shall determine if modifying zone connectors or loading is considered appropriate. If so, CONSULTANT in coordination with the CITY shall code these connector changes based on the CITY's standard modeling conventions.

Task A4. Update Baseline Land Use

Task A.4.1 Update CITY Land Use

It is not anticipated that any new land use categories will be added to the model.

CONSULTANT shall update the Goleta Model's current 2015 baseline land use to reflect a 2024 baseline. This shall entail working closely with the CITY to confirm what pending and approved development projects have been constructed and occupied within the CITY since 2015. To facilitate this task, the complete Existing Plus Approved and Pending (EPAP or Cumulative) development list submittals that the CITY regularly tracks its' development permits shall be provided to CONSULTANT.

Task A.4.2 Update Non-CITY Land Use

CONSULTANT shall coordinate with the County of Santa Barbara and the CITY of Santa Barbara to update the non-CITY TAZ baseline land use in a similar fashion as sub-task A.4.1.

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Task A.4.3 Update External Gateways

CONSULTANT shall reassess the external assumptions of the baseline model (i.e., I-X, X-I, X-X trips). These include, but are not limited to, US 101 (north-south), SR 154, Cathedral Oaks/SR 192, and Hollister Avenue. Although driven by land use growth, external assumptions (model domain gateways) are reflected as vehicle trips. The most recent traffic count data recorded at the model external stations (2023-24) shall be reviewed and considered relative to the 2013-15 external traffic counts currently resident in the baseline model and adjusted as appropriate. CONSULTANT shall also review SBCAG's regional travel demand model 2050 model assignments at all gateways entering/existing the CITY to gauge assumed future growth at each of the CITY's gateways relative to historical growth rates.

Task A5. Development of 2024 AM/PM Peak Hour Assignment Baseline Model

Task A.5.1 Update Trip Generation Factors

CONSULTANT shall update the AM and PM peak hour models based on ITE (11th Edition) trip generation rates. Factors used to separate trips by trip purpose and by origin and destination (ins and outs) shall be checked relative to NCHRP 365 (the update to NCHRP 187 used to factor the current model).

Task A.5.2 Calibrate Model Parameters

Traffic counts collected in May 2024 shall be coded into the Goleta Travel Model to establish the baseline validation data set.

The need to adjust the ITE rates shall be based on an iterative calibration procedure. Up to fifteen (15) model runs shall be applied to test rate adjustments that yield the best model fit with 2024 traffic counts. Based on these updated trip generation rates, the AM and PM peak hour productions and attractions shall be balanced. Disaggregation of external trips by trip purpose shall be checked and added to the internal trips origin and destination sums by trip purpose for balancing during calibration.

Task A6. AM/PM Peak Hour Baseline Model Validation

Task A.6.1 Static Validation

CONSULTANT shall perform a full AM and PM peak hour validation for the CITY of Goleta VISUM Travel Model. The proposed validation methods shall include:

Static Validation

- Screenline Analysis Validation
- Functional Class (Road Type) Validation
- Correlation Statistics

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Each of the validation methods shall be based on the AM and PM peak hour validation counts provided by the CITY. For non-CITY roadways, AM and PM peak hour counts shall be harvested from the County's traffic count data base and/or from the Goleta Valley Model.

The static validation for the AM and PM Peak Hour Travel Model shall include screenline validation, link-based validation by functional class, and correlation statistics. Each of these validation checks are described below. Nine validation screenlines have historically been used for validation of the CITY's travel model. These nine screenlines shall be retained for the baseline model update. State and federal model validation guidelines suggest that total model-estimated traffic across a screenline to be no more than ten percent different from the total traffic counts.

The standard FHWA and Caltrans travel forecasting guidelines recommend validation criteria based on a comparison of total model volumes and traffic counts on various facility types, including:

- Freeways
- Principal Arterials
- Collectors
- Frontage Roads
- Local Roads

Model network links shall be stratified by functional classification, along with a detailed inventory of the number of links, how many of these links have associated validation counts, and the percent error between the actual counts and model predictions. The state guidelines dictate that each functional class should achieve below the desired % error.

Correlation Statistics

The standard FHWA and Caltrans travel forecasting guidelines recommend a correlation between model estimates and counts of 0.88 or more. State guidelines also include a correlation curve with a recommendation that 75 percent of daily link volume estimates compared to counts fall within the curve.

Task A.6.2 Dynamic Validation

Dynamic validation methods provide valuable feedback into the accuracy and consistency of the travel model and its behavior. CONSULTANT shall perform several dynamic validation exercises to ensure that the model properly responds to changes in inputs, i.e., that the magnitude and direction of model behavior makes sense. Such exercises shall include:

- Add a link
- Delete a link
- Change link speeds
- Change link capacities
- Add 100 households to a TAZ
- Add 1,000 households to a TAZ

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For the CITY of Goleta Travel Model dynamic validation, CONSULTANT proposes the following dynamic validation exercises:

- addition and deletion of housing units within highest populated areas of the CITY;
- addition and deletion of the number of employees at one or two high employment centers; and,
- a hypothetical bypass shall be coded.

These dynamic validation tests shall be developed in consultation with the CITY. CONSULTANT shall develop a technical memorandum which shall describe the static and dynamic validation process and results.

Task A7. CITY of Goleta Model Update Report

Task A.7.1 Administrative Draft Plan

CONSULTANT shall develop a single unified model development report describing each step of the baseline model update process. This administrative draft report shall be submitted to the CITY for comments.

Task A.7.2 Final Plan

After receipt of a single round of unified comments from the CITY, the Consultant shall address the comments and modify the draft report as appropriate for final submittal to the CITY.

Product: Final Model Update Report and Updated Model Files (Baseline Model).

TASK B. GOLETA FACILITIES FEE STRUCTURE TECHNICAL APPROACH

Task B.1. Review of Existing CITY Fee Program and Legislative Changes

Task B.1.1 Review Existing Program

CONSULTANT shall plan to update all four development impact fees documented in the previous update (transportation, general public facilities, library, and parks and recreation). The CONSULTANT Team shall review the CITY's existing Fee Program. Since the previous update was performed by the CONSULTANT Team this effort shall be expedited. It shall include review of the Ordinance and other available documentation, CITY Council actions, and the CITY's administration of the program.

The CONSULTANT Team shall coordinate with CITY staff to identify areas of the Facilities Fee Program and/or its administration that are considered inefficient or problematic. These issues shall be specifically targeted for improvement by this revision. The CONSULTANT Team shall work with CITY staff to identify known deficiencies or concerns.

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Task B.1.2 Review Legislative Changes

Given the passage of AB 602, CONSULTANT shall implement modifications of the existing program to comply – particularly for residential fees which now must be based on floor area versus by unit. AB 602 also addresses ADUs and modifies the public review process for fee updates.

Task B.2. Land Use and Growth Assumptions

CONSULTANT shall use the CITY's General Plan build-out land use to provide the basis for the land use assumptions and development forecasts to be used to estimate future facility needs and cost allocations. It shall consist of the following sub-tasks:

Task B.2.1 Time Horizon

A 2050 forecast horizon shall be used for the Facilities Fee Update. A 2050 forecast horizon is consistent with the planning horizon developed for the CITY's General Plan Update preferred land use scenario. It is also consistent with SBCAG's RTP/SCS planning horizon and the CITY's updated travel demand model forecast horizon. A planning horizon of 2050 is considered long enough to plan for long-term infrastructure needs, yet short enough to represent reasonably anticipated growth based on current land use policy.

Given that the updated Goleta Model (see Task A) is based on a 2024 baseline year, the baseline year of 2024 shall be considered for this fee update. Although selecting the most current year as baseline is typically desired, a baseline year gap of several years should not be considered problematic as development growth within that span can be easily tracked and accounted/controlled for using the CITY's Cumulative Land Use Development tracking.

Task B.2.2 Land Use Assumptions

The CONSULTANT Team shall review the existing Facilities Fee land use categories for which the fee shall be calculated and make recommendations if these should be revised. The CONSULTANT Team shall define the operative land use assumptions, such as persons per household and employees per square foot, to be used to forecast growth and facility demand.

Task B.2.3 Growth Forecasts

Once the land use categories and assumptions are defined, the CONSULTANT Team shall prepare a growth forecast for each land use category. The CITY's General Plan preferred land use forecast shall serve as the foundation of this analysis. A key task shall be addressing amendments to the General Plan or the zoning code that would allow different development types to develop is specific areas that was not envisioned when the General Plan was adopted in 2006.

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CONSULTANT shall make a key land use assumption for the non-CITY of Goleta areas of the Goleta Modeling domain. This assumption shall have an effect on total travel demand and influence to varying degrees the fair share estimates at specific locations/improvements. CONSULTANT shall coordinate with the CITY, County and CITY of Santa Barbara regarding the appropriate land use assumptions for these areas.

Product: Draft and Final Land Use Assumptions and Projections Memoranda

Task B.3 Transportation Analysis

The CONSULTANT Team shall coordinate with CITY to perform the transportation analysis needed for the Facilities Fee Program update.

The updated Goleta Travel Model, in conjunction with updated demand projections, shall provide critical components of the Facilities Fee Program nexus analysis, including: defining the CITY network; allocating travel demand among land uses and between new, existing, and external development; determining existing deficiencies; and selecting capital improvements for fee funding. Although traffic counts shall determine existing/baseline operations for the fee update, the future year AM/PM Peak Hour Goleta Model shall be applied to generate the future year volume sets to determine future year operations (baseline model runs are scoped as part of Task A).

The land use projections and ITE vehicle trip generation information shall provide the basis for estimating the growth in Dwelling Unit Equivalents (DUEs). The percentage growth in DUE's can be considered when establishing the fair share for the asset-based non-transportation impact fees (i.e., general public facilities, library, and parks and recreation, bicycle facilities).

Product: Technical Memorandum including traffic model specifications and analysis needed to support impact fee program update.

Task B.4. Capital Improvement Program

The CONSULTANT Team shall work with CITY staff to update the current list of capital improvements as well as existing public facility inventories for the three non-transportation impact fees. This final updated list and their corresponding costs covered in full or in part by the Facilities Fee Program update shall be provided to CITY in an Excel database format. These tasks include the following:

Task B.4.1 Asset and Deficiency Assessment

For the transportation fee, CONSULTANT shall use CITY's ADT Thresholds and Intersection LOS standards and design standards to define specific goals related to traffic levels and facility design within the CITY Program network. Service and design standards shall facilitate decisions regarding the type, location, and level of improvements needed. They will also help allocate costs between new and existing development, an important

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determination, as improvements needed to correct existing deficiencies must be funded with other sources.

For the three non-transportation fee the CONSULTANT Team shall evaluate existing and planned facilities needs to develop the most appropriate level of service policy for the nexus analysis. The CONSULTANT Team shall coordinate with CITY staff to tier from the prior update assumptions and data on existing facilities to be included in the nexus analysis. This evaluation shall again include consideration of the statutory level of service standard associated with a Quimby parkland dedication in-lieu fee.

Task B.4.2 Identify Facility Fee Program Projects

The designation of improvements to CITY facilities shall be identified consistent with AB 1600 requirements and consistent with the existing and future deficiency analysis as applicable. The CONSULTANT Team shall seek assistance from CITY staff to identify planned improvements for the three non-transportation impact fees.

Product: Technical memorandum identifying the basis for project selection and Facility Fee Program projects.

Task B.4.3 Develop Capital Cost Estimates

Updated improvement costs to previously identified improvements carried forward as part of this update shall be provided to CONSULTANT by CITY. For the costing of new or redefined improvements, the CONSULTANT Team shall incorporate all planning level cost estimates developed by the CITY or its consultants performing this CIP costing task.

Product: Draft and Final Capital Improvement Program

Task B.4.4 Identify Funding Requirements and Sources

The CONSULTANT Team shall match the capital improvements described above with their anticipated or expected funding sources. Projects with designated funding sources shall generally not be included in the Facility Fee Program calculations. CONSULTANT, in consultation with the CITY, shall identify all other “discretionary” funding sources, including Federal, State, and local funds. Revenue information provided by the CITY as part of SBCAG’s RTP/SCS financial constrained assessment shall provide an obvious starting point for such an analysis. The total discretionary and non-discretionary funding amounts shall be deducted from the total of the cost estimates to determine the net funding gap for purposes of the Facilities Fee Program calculation.

Revenues already encumbered from the previous Facilities Fee Program or developer contribution requirements shall likely be considered part of the funding pool and shall be deducted from total Facility Fee Program cost estimates. It will be necessary to avoid “double-charging” for individual improvement projects.

Product: Cost and Funding Alternatives Memoranda

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Task B.5. Cost Allocation Methodology

CONSULTANT Team shall allocate the total cost of the planned improvements using nexus calculations derived from the traffic model. For the three non-transportation impact fees, the CONSULTANT Team shall allocate costs based on service population including residents and workers. Workers will be weighted relative to residents to reflect relative differences in service demand for each type of facility.

Task B.5.1 Allocation Between New, Existing, and External Development

CONSULTANT shall review each capital project developed in Task 4.2 to determine the proportion attributable to existing deficiencies and the portion to future growth. For the transportation fee, this calculation shall be based on the service standards documented in Task 4.1 and trip generation estimates derived from the traffic model and demand projections. For the three non-transportation fees costs shall be allocated per capita based on service population. It will be important not only to establish nexus in terms of a "relationship" but also to ensure that the portion of the cost allocated to new growth is reasonable and based on demonstrated need or demand for services. Only the portion of costs attributable to new growth within the city since the Facility Fee Program's inception shall be included in the program update.

Task B.5.2 Allocation by Land Use

CONSULTANT shall also distribute the total costs of each improvement among each of the land use types specified in Task 2.2 based on their relative demand for each improvement. The analysis shall abide by legally defensible nexus standards per AB1600.

Task B.5.3 Allocation by Jurisdiction (UCSB/County/CITY of Santa Barbara)

CONSULTANT shall prepare a Cost Allocation Memoranda. For purposes of this analysis, the following sub-areas have been previously identified based on the Goleta Travel Model TAZ structure:

1. City of Goleta TAZs;
2. Non-City TAZs; and,
3. External Zone TAZs.

These three areas are the operative geographic units for determining developer fees. New development and the resulting trip growth associated with the City of Goleta TAZs determine the fees while trips associated with Non-City and External TAZ growth do not.

For information purposes, the Goleta Travel Model has been further divided into the following sub-geographies:

- City of Goleta – Old Town Area;
- City of Santa Barbara – Old Town Area;
- County of Santa Barbara – Old Town Area;

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- City of Santa Barbara – Airport Master Plan Area;
- City of Santa Barbara – Airport Community Plan Area (same as Old Town Area);
- City of Santa Barbara – East Goleta Valley; and,
- University of California at Santa Barbara (UCSB)

Trips associated with new development planned within these sub-areas were analyzed to determine the fee implications associated with inter-jurisdictional travel demand. These geographies are shown in **Figure 1**. TAZ to Planning Area correspondence tables are available for files for analysis.

Select link (Flow Bundle) analysis shall be performed to determine the fair share contribution of trips associated with these jurisdictions and sub-areas and specifically new development within these jurisdictions and sub-areas.

Product: Draft and Final Cost Allocation Memoranda

Task B.6. Preliminary Fee Calculation

Task B.6.1 Preliminary Fee Schedule

Based on the cost allocation and growth assumptions described above, the CONSULTANT Team shall develop a preliminary fee calculation for each land use. Specifically, the total improvement costs shall be divided by the expected growth in each land use category. The CONSULTANT Team shall summarize the impact fees by area for each land use for review by CITY. This preliminary fee calculation is designed to elicit input regarding the amount, scope, and incidence of the fees calculated.

Per AB 602 (effective July 1, 2022), residential fees must now be expressed on a per square foot basis rather than by unit. In addition, SB 13 provides screening criteria for ADU housing developments. The CONSULTANT Team shall coordinate with the CITY to address both AB 602 and SB 13 as part of this facilities fee update.

Task B.7. Final AB1600 Fee Calculation

Task B.7.1 Final Fee Schedule

The CONSULTANT Team shall update the preliminary impact fee schedule based on the input derived from the work conducted in Task 6. For example, the preliminary fee calculation methodology may be revised to incorporate changes in the amount, scope, or incidence of the fees.

The annual fee adjustment process shall also be examined. The CONSULTANT Team can evaluate the various indices used to adjust fees from year to year.

Product: Draft and Final Program Schedule

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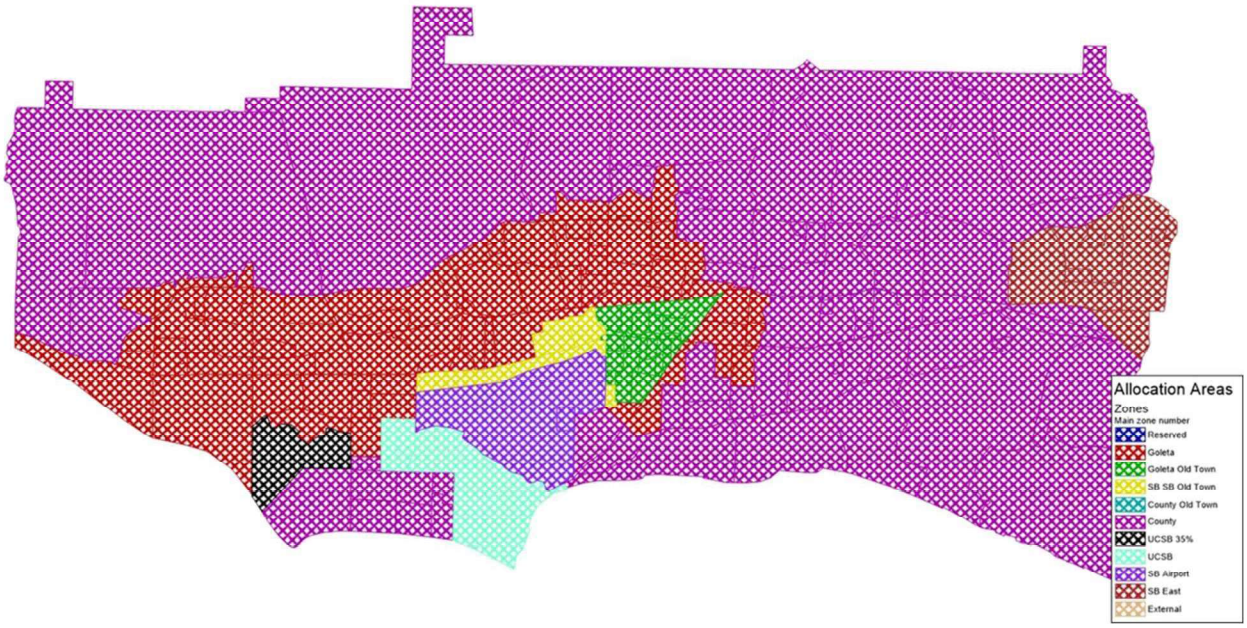
Task B.8. Draft and Final Facility Fee Program Technical Report

Task B.8.1 Draft Facility Fee Program Nexus Report

The CONSULTANT Team shall prepare a Technical Report that documents the assumptions and methodology and establishes the legally required nexus for creating the revised Facility Fee Program. The report shall be prepared in accordance with the Mitigation Fee Act (AB1600), as recorded in California Government Code Section 66000-66008. The Report shall also identify alternative funding sources that may be applicable to offset costs of required transportation improvements. The report shall include copies of all data, models, mapping, and other materials used in the analysis. The CONSULTANT Team shall first prepare an Administrative Draft Technical Report for CITY review before preparing a Draft Technical Report for broader circulation and review.

Figure 1 Goleta Travel Model Sub-Areas



Source: Goleta Development Impact Fee Program Update, Appendix A: Traffic Needs Analysis.

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Task B.8.2 Final Facility Fee Program Nexus Report

Based on comments received on the draft report, the CONSULTANT Team shall submit a Draft Final Technical Report. The Final Technical Report shall be written so as to be easily understood by non-technical readers. The purpose is to provide a user-friendly documentation of the Facilities Fee Program structure and its basis.

Product: Administrative Draft and Draft Final Program Technical Report

Task B.9. Revise Impact Fee Program Ordinance and/or Resolutions

Task B.9.1 Draft Facility Fee Program Ordinance and/or Resolutions

Revision of the existing program Ordinance may be needed to maintain a fee program that can be sustained over many years, and one that will meet the needs of a growing CITY. The CONSULTANT Team shall review the Ordinance and/or resolutions, with input from CITY, and prepare updates based on the findings of all previous tasks.

Task B.9.2 Final Facility Fee Program Ordinance and/or Resolutions

Based on internal CITY input and comments on recommended draft changes to the program Ordinance (if any), the CONSULTANT Team shall finalize the Ordinance.

The CITY recognizes that the CONSULTANT Team does not have legal expertise and that any modifications proposed by the CONSULTANT Team must be reviewed and revised by CITY Legal Counsel.

Product: Draft and Final Program Ordinance and/or Resolution Revisions

Task B.10. Planning Commission and CITY Council Presentations

Task B.10.1 Preparation of Presentation Materials (PPT - Support Staff Reports)

The CONSULTANT Team shall support CITY staff to prepare presentation materials (i.e., staff report support and PowerPoint presentations) for both the CITY's Planning Commission and its CITY Council.

Task B.10.2 Commission and Council Presentations (2 Meetings)

If desired, the CONSULTANT Team shall attend these meetings and participate in the presentations. Two in-person meetings total are assumed for budgeting purposes (one each). If additional commission or council meetings are desired, additional budget shall be needed on a time and materials basis.

Product: Staff Report text and PPT presentations, participation in presentations.

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TASK C. PROJECT MANAGEMENT

Task C.1.1 Schedule

CONSULTANT shall coordinate with the CITY prior to work being performed on the anticipated schedule for completing key interim deliverables and the DIF update.

Task C.1.2 Project Management Meetings

The CONSULTANT Team shall regularly meet with CITY staff during the update of the Goleta Travel Model and development of the DIF update. It is anticipated that 6 check-in meetings shall be required during the model update and 24 check-in meetings shall be desired during the DIF update.

Task C.1.3 Monthly Progress Reports and Invoices

CONSULTANT shall prepare monthly progress reports as part of its regular invoicing.

Task C.1.4 Meeting Short-Term Action Lists

CONSULTANT shall prepare a Short-Term Action list that shall serve as the agenda and minutes for the Project Management Meetings (Task C).

AMENDMENT 1

TASK D.1 Existing Infrastructure/Facilities Inventory and Mapping

CONSULTANT shall examine the City's existing inventory of infrastructure data and GIS resources. Where gaps exist, CONSULTANT shall use a combination of field reconnaissance, windshield surveys, and on-line resources (e.g.. Google Earth Pro, Google Maps Streetview) to fill gaps. The following attributes will be mapped in GIS.

- Roadway network geometric attributes (number of lanes; lane width; shoulder width; posted speed limit);
- Pedestrian/bicycle facility geometric attributes including: Class I, II, III, IV bikeways (as applicable), bikeway signage, sidewalks, paths, bicycle storage racks, lockers, mid-block crosswalks street markings; controlled mid-block pedestrian crossings (HAWKs RFBs etc.), ADA ramps.
- Intersection control and geometric attributes for pedestrian and bicycle storage and crossings.
- Safe routes to schools.

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TASK D.2 City-wide Origins and Destinations

CONSULTANT shall coordinate with the City to identify key origins and destinations throughout the city. We will prepare a land use map showing key Points of Interest (POI) including residential neighborhoods, schools, hospitals, elder care facilities, major employers, shopping centers, transit stops and hubs etc.

The City already provides bicycling and walking connections to some of these POIs. We also understand that regional connections to POIs outside the City should be considered.

While many of Goleta's existing sidewalks and bicycle facilities connect to key destinations, nearby higher-stress crossings and segments may discourage bicycle and pedestrian access. The ultimate goal will be to develop a "low-stress" pedestrian/bicycle network that serves as many POIs as possible (see Task 1.4 for a description of Traffic Level of Stress analysis i.e., needs assessment).

First-mile/last-mile connections to and from bus stops are critical. Santa Barbara Metropolitan Transit District (SBMTD) provides local transit service to many parts of the City, as well as surrounding unincorporated areas and to the cities of Santa Barbara and Carpinteria. The Clean Air Express provides regional prescription service between the City of Goleta and north County and Ventura County. CONSULTANT shall prepare a map and description of existing transit stops and stations for intermodal connectivity.

TASK D.3 Accident and Safety Analysis and Mapping

Pedestrian/bicycle low-stress connectivity will be evaluated relative to pedestrian/bicycle-vehicle collision history using the most recent five years of SWITRS data. This traditional hot-spot analysis will identify locations in the bicycle network that have historically exhibited safety issues for cyclist. All pedestrian and bicycle collision data will be stratified by collision type, collision severity, collision factor and mapped in GIS. Heat maps will also be developed to illustrate and delineate areas or corridors of the city where pedestrian and/or bicycle collisions are most prominent. Based on this information, a systemic safety analysis approach will be performed that will map the degree of "risk" associated with the infrastructure characteristics within the city. High-risk locations or corridors which may or may not have any collision history, will be identified and considered for improvements. Both collision and risk mapping will be performed relative to disadvantaged and non-disadvantaged communities to determine if the disadvantaged communities in the city exhibit disproportionately poorer accessibility to the low-stress active transportation network and are therefore at greater safety risk than the non-disadvantaged communities.

TASK D.4 Points of Interest (POI) Connections Inventory and Mapping

The pedestrian/bicycle needs assessment will be based on a connectivity analysis using Level of Traffic Stress (LTS) analysis developed by the Mineta Transportation Institute

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and described in the *Low-Stress Bicycling and Network Connectivity* report. LTS analysis provides thresholds of cyclist tolerance for on-street bicycle facilities as determined by the roadway conditions of the shared route. The ultimate goal is to improve the overall connectivity of the low-stress bicycle network. The greater the access to the low-stress network and the greater number of origin and destination pairs it serves (POIs as established in Task 1.2 and 1.3), the more attractive bicycling becomes as a modal option for a larger segment of the population.

The LTS analysis will be performed in GIS under existing and future conditions – delineating the degree of connectivity for both environmental justice populations (disadvantaged communities by income and/or ethnicity) and non-disadvantaged communities based on available demographic and traffic projections from the Census, SBCAG and the City of Goleta.

CONSULTANT shall perform a Level of Traffic Stress (LTS) for the entire City of Goleta street network. The following data inputs and information will be required – most of which will have been collected as part of Task 1.1. Existing and future traffic volumes can be based on existing traffic count data or currently existing City baseline and future travel demand model volumes (i.e., loaded networks). Volumes from the City's citywide travel model can be used for this purpose.

1. Existing and future traffic volumes
2. Roadway network geometric attributes
3. Pedestrian/bicycle facility geometric attributes
4. Intersection control and geometric attributes for accommodating pedestrians and cyclists
5. Presence and width of a parking lane (diagonal, or parallel)
6. On-street parking supply and utilization by time of day.

Using the criteria described in the previous section, an LTS score will be assigned to every segment of the existing roadway network in the City of Goleta. Segments will be defined as sections of roadway that are separated by stop-controlled intersections or changes in roadway characteristics (such as the transition from two to three lanes, or transitions in speed limits). Intersection approaches will be treated as distinct roadway segments due to the specific nature of LTS criteria regarding intersections. Examples of LTS mapping from the City of Lincoln Bicycle Transportation Plan are shown in **Figure 1** and **Figure 2**[1].

The distribution of segment miles by LTS score will be determined and mapped in GIS. Intra-city connectivity "islands" within the low-stress network will be identified (isolated pockets with no low-stress connectivity). These islands dramatically reduce the number and length of potential bicycle route connections within the city.

[1] The Lincoln Bicycle Transportation Plan, 2018 was managed by Jim Damkowitch prior to joining DKS.

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Example of "POIs" connectivity mapping from the City of Lincoln is shown in **Figure 3.** This figure presents POIs within the city (or, "key nodes") that are connected by low stress routes (with low stress routes shown in blue) while some "key nodes" are completely disconnected from each other. (Class I bicycle facilities are included as connections between clusters.). Similar maps of low-stress connectivity will be developed for the City of Goleta.

The effect of the moderate to high stress routes have on bicycle connectivity will be determined by performing network analysis within GIS. For example, CONSULTANT will compute the percent reduction in connectivity between "POIs" resulting from removal of moderate to high stress routes from the network. To estimate the effect of bicycle trip length on connectivity, CONSULTANT shall calculate the shortest bicycle trip distance between key-node locations throughout the city. The average increase in bicycle trip lengths resulting from undue detour will be calculated. To account for any unreasonable assumptions regarding bicycle trip length, the same calculations will be applied to bicycle trips with lengths of 2 miles or less (to represent common trip types and purposes). Measuring bicycle trip length is critical to determining network connectivity for the following reasons:

- While "POIs" may be physically connected by the network, barriers and gaps within the network can substantially increase bicycle trip distances, resulting in significant detour.
- Based on research by the Mineta Institute, circuitous routing of greater than 25% of the baseline distance is considered "undue detour" and will likely result in not using the most direct route or not making the trip by bike at all.
- Additionally, barriers and gaps can completely separate POIs from the surrounding network, making it difficult and unsafe to travel by bicycle.

All percent connected statistics for the low-stress network will be calculated under existing conditions, with freeway crossings identified in the City's General Plan Circulation Element, and the City's proposed top ten (10) priority ped/bike improvements.

- Ped/Bike Access via Safe Routes to School[2]
- Ped/Bike Access to Parks
- Ped/Bike Access to SBMTD Bus Stops
- Ped/Bike Access to Health Facilities
- Ped/Bike Access to Healthy Food (grocery stores)

These tests and resulting connectivity maps and statistics will provide the City an indication of the efficacy of various ped/bike improvements. Based on the LTS and safety analyses, CONSULTANT shall examine all existing planned bikeway improvements and

[2] The first step involves determining what constitutes a Safe Routes to School project. DKS will develop a brief project screening methodology memo to be reviewed by the City. This will include a recommended distance-from-school threshold. National travel survey data indicates that the percentage of students walking to school falls off significantly at a travel distance of one mile or further.

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reassess where the greatest pedestrian/bicycle needs are within the city. CONSULTANT shall coordinate with the City to reevaluate its prioritization of future pedestrian/bicycle projects based on LTS modeling. The LTS mapping will be combined with the collision mapping to correlate the number of bicycle collisions with the high-stress network.

TASK D.5 High Pedestrian or Bicycle Activity Areas: AB43 Applicability

CONSULTANT shall map high pedestrian or bicycle activity areas of the city and identify adjacent roadway segments that are applicable to AB43 Engineering & Traffic Survey based posted speed limit reductions for the City's consideration.

TASK E.1 Technical Memorandum – LTS Documentation

CONSULTANT shall prepare a draft memorandum describing the LTS analysis and how to apply the ArcGIS data layers for future analyses. CONSULTANT will prepare a draft and based on one round of comments a final.

TASK E.2 Planning Commission and City Council Presentations

CONSULTANT shall assist City staff in the presentation to its Planning Commission and/or City Council if desired. Up to two (2) presentations are assumed for budgeting purposes. If more presentations are desired, these can be accommodated on a time and materials basis.

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Figure 1. Example Level of Traffic Stress Map (City of Lincoln)

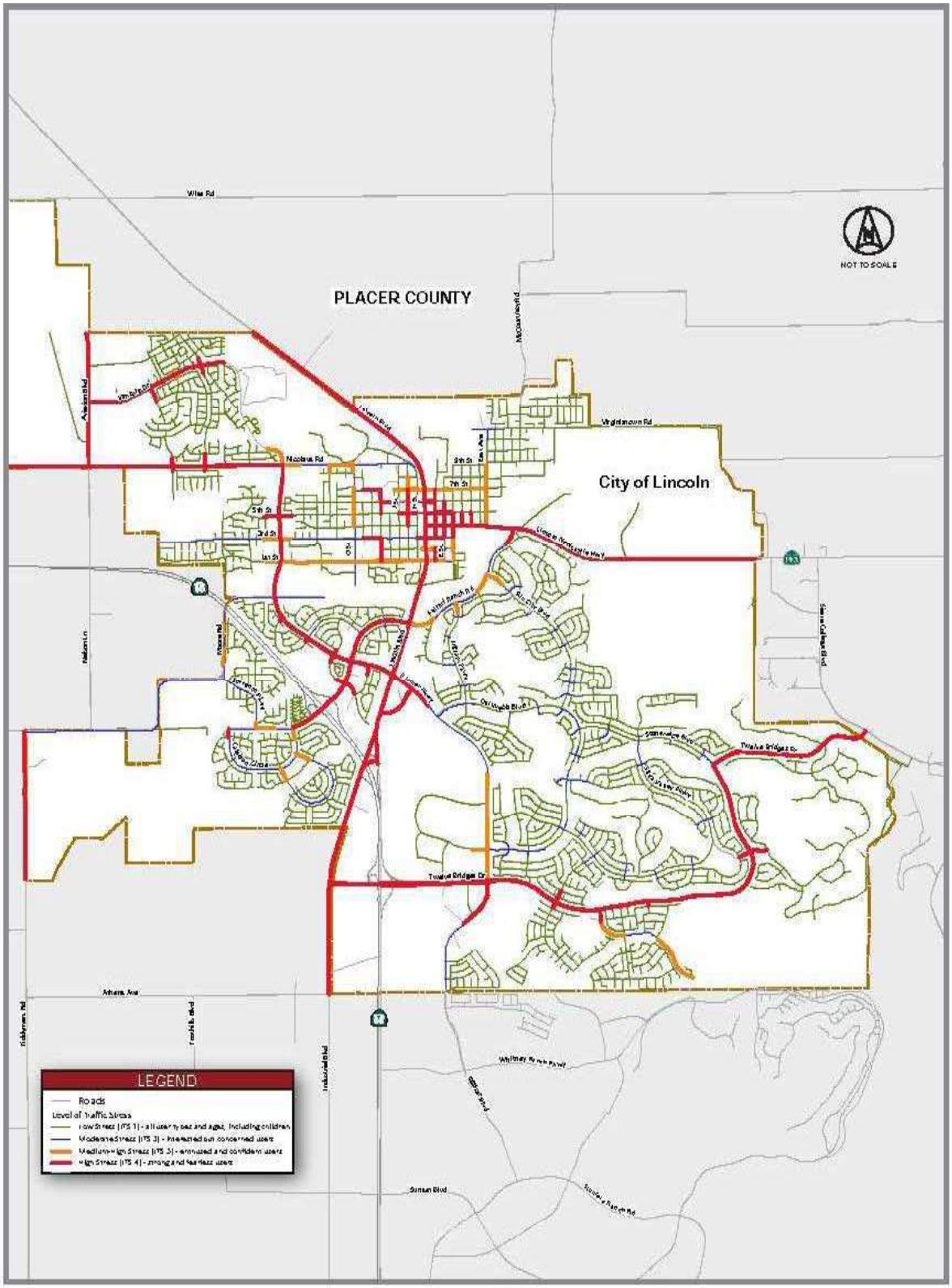

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Figure 2. Example High-Stress Network Map (City of Lincoln)

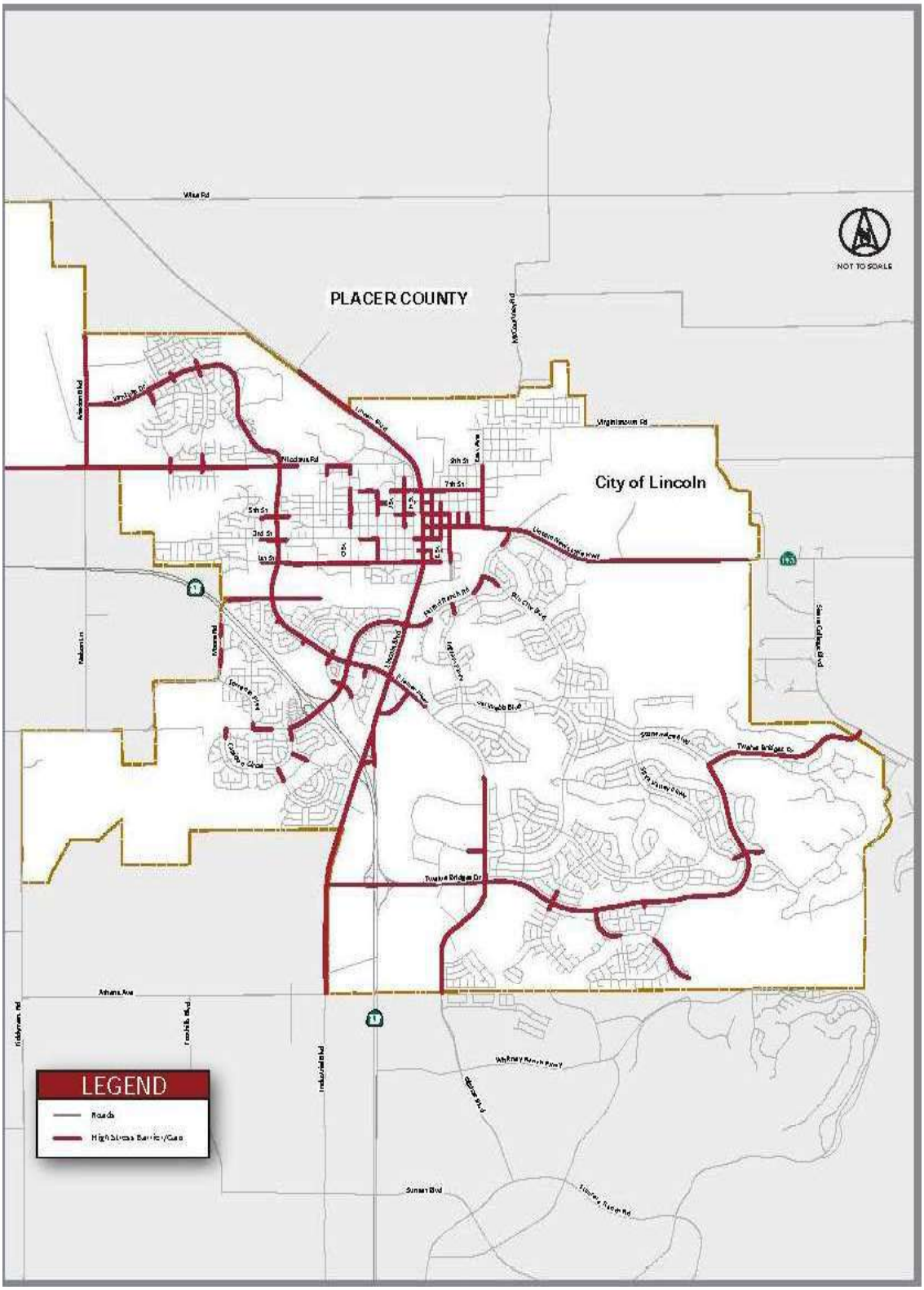

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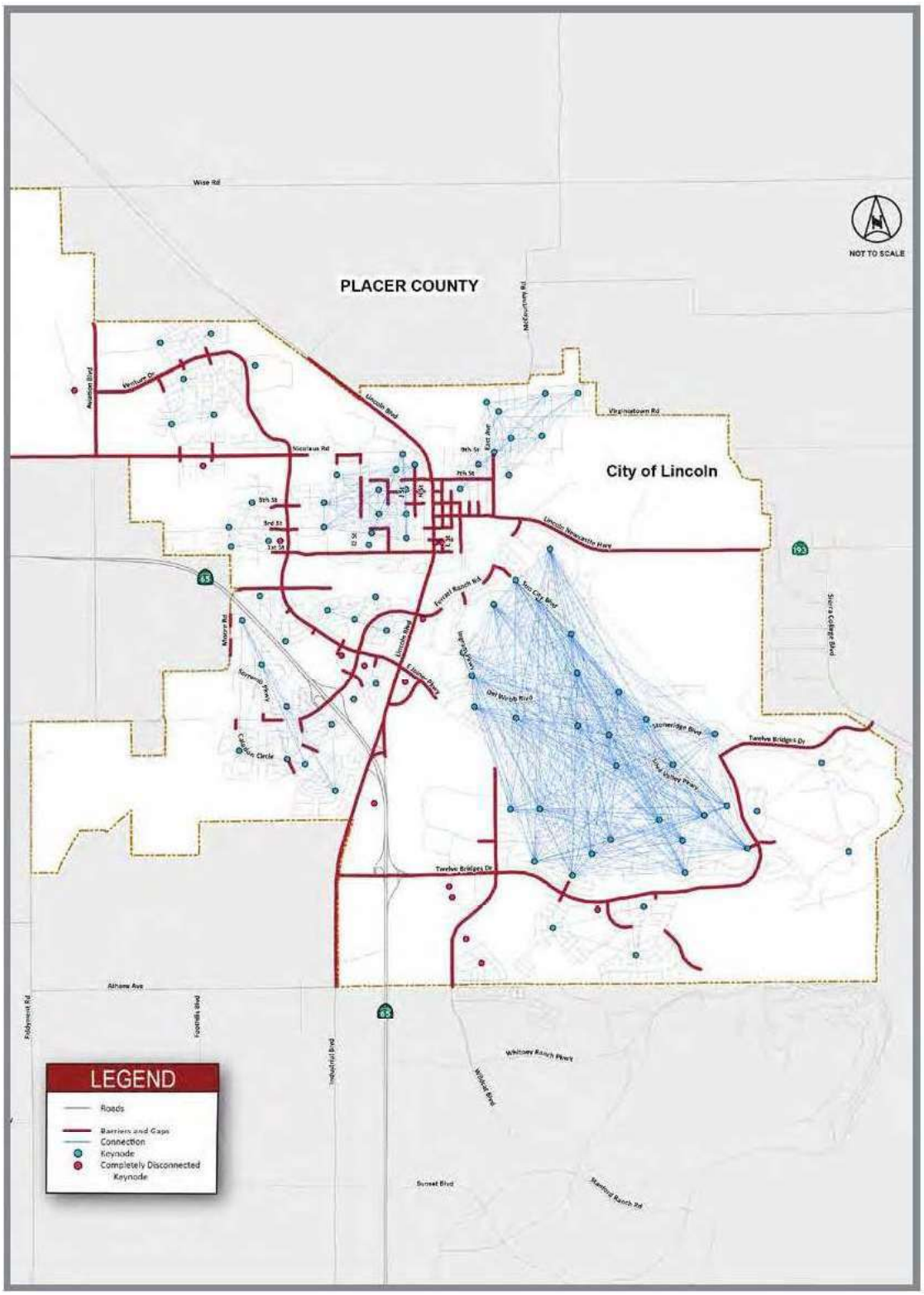
Figure 3. Example Islands of Connectivity Map (City of Lincoln)



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AMENDMENT 2

TASK F. ASSESSMENT OF SANTA BARBARA COUNTY DEVELOPMENTS

TASK F.1 Orchard Development - Traffic Impact Analysis Peer Review

Consultant shall provide a peer review of the Transportation Impact Analysis (TIA) for the proposed "The Orchard" development in a portion of unincorporated County of Santa Barbara, prepared by Stantec Consulting Services, Inc, for the Oak Creek Company in December 2024. Consultant shall perform technical review and prepare a draft memorandum for review by City staff with one round of comments before final submittal.

TASK F.2 Cathedral Oaks Assessment

Consultant shall provide an assessment of Cathedral Oaks Road from Glen Annie Road to Evergreen Drive/Northgate Drive. Provide City staff with information necessary to make informed decision on how County developments adjacent to the City may affect City roadway operating conditions.

Task F.2a: Data Collection

Collect data which reflects existing traffic conditions. As part of previous data collection efforts, turning movement counts from May 2024 at several of the below locations (shown in parentheses) are already collected. For any missing locations, Consultant will collect new intersection turning movement counts on a weekday (Tuesday, Wednesday, or Thursday) during the AM (7-9 AM) and PM (4-6 PM) peak period for the study intersections listed below and will also include pedestrian and bicyclist activity.

The following locations will be counted:

- Cathedral Oaks Road / Glen Annie Road (May 2024)
- Cathedral Oaks Road / Alameda Avenue (May 2024)
- Cathedral Oaks Road / Placer Drive
- Cathedral Oaks Road / King Daniel Lane
- Cathedral Oaks Road / Royal Linda Drive
- Cathedral Oaks Road / Evergreen Drive-Northgate Drive

Additionally, a one-day 24-hour hose count will be conducted to understand the overall vehicle classification and speed on Cathedral Oaks Road.

Task F.2b: Data Analysis

Using the traffic counts collected in Task 1, Consultant shall analyze the existing operations at the study intersections under current 2025 traffic conditions in accordance

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with the 7th Edition Highway Capacity Manual methodologies. This will be performed in the latest version of the Synchro software package (currently v12). Consultant will also assess corridor operations, comparing the ADT with standard volume ranges to determine the cross-sectional needs.

Task F.2c: Future Forecasting

Using the recently updated and validated Goleta Travel Model, forecast volumes will be developed consistent with NCHRP *Report 765, Analytical Travel Forecasting Approaches for Project-Level Planning and Design*, 2014. This method includes adding the model difference between the base year (2024) and 2050 future year (reflecting the City's build-out) to the existing turning movement counts at study intersections (conducted for this study) and calculating future adjusted turning movements using the hierarchy of methodologies (difference method, ratio method, etc.) where applicable. After the appropriate methods are employed, a review of forecasted volumes for quality control/quality assurance will be completed.

Task F.2d: Future (2050) Conditions Analysis

Using the traffic models developed in Task F.2b, Consultant shall analyze the Future operations at the study intersections under the Baseline traffic conditions. Future funded roadway projects will be incorporated in the future Baseline scenario. Results will include delay/LOS, ICU, and 95th percentile queue length. Additionally, we will compare forecasted ADT with standard volume ranges to determine the cross-sectional needs.

Task F.2e: Documentation

Consultant shall document the findings of the analysis in a draft memorandum for review by City staff with one round of comments before final submittal.

TASK F.3 Glenn Annie Golf Course Residential Development

Consultant shall provide an assessment of Glenn Annie Golf Course residential development in a portion of unincorporated County of Santa Barbara. The intent of this study is to provide City staff with information necessary to make an informed decision on how County developments adjacent to the City may affect City roadway operating conditions.

Task F.3a: Data Collection

Consultant shall collect data which reflects existing traffic conditions. As part of previous data collection efforts, turning movement counts from May 2024 at several of the below locations (shown in parentheses) are already collected. For any missing locations, Consultant will collect new intersection turning movement counts on a weekday (Tuesday,

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Wednesday, or Thursday) during the AM (7-9 AM) and PM (4-6 PM) peak period for the study intersections listed below and will also include pedestrian and bicyclist activity.

The following locations will be counted:

- El Colegio Road / Storke Road
- Phelps Road / Storke Road
- Hollister Avenue / Storke Road (2024)
- US 101 SB Ramp / Storke Road (2024)
- US 101 NB Ramp / Glenn Annie / Calle Real (2024)

Additionally, a one-day 24-hour hose count will be conducted on Storke Road between Phelps Road and Whittier Road to understand the overall vehicle classification and speed on Stork Road.

Task F.3b: Data Analysis

Using the traffic counts collected in Task 1, Consultant shall analyze the existing operations at the study intersections under current 2025 traffic conditions in accordance with the 7th Edition Highway Capacity Manual methodologies. This will be performed in the latest version of the Synchro software package (currently v12). We will also assess corridor operations, comparing the ADT with standard volume ranges to determine the cross-sectional needs.

Task F.3c: Future Forecasting

Using the recently updated and validated Goleta Travel Model, forecast volumes will be developed consistent with NCHRP *Report 765, Analytical Travel Forecasting Approaches for Project-Level Planning and Design*, 2014. This method includes adding the model difference between the base year (2024) and 2050 future year (reflecting the City's build-out) to the existing turning movement counts at study intersections (conducted for this study) and calculating future adjusted turning movements using the hierarchy of methodologies (difference method, ratio method, etc.) where applicable. After the appropriate methods are employed, a review of forecasted volumes for quality control/quality assurance will be completed.

Task F.3d: Future (2050) Conditions Analysis

Using the traffic models developed in Task F.3b, Consultant shall analyze the Future operations at the study intersections under the Baseline traffic conditions. Future funded roadway projects will be incorporated in the future Baseline scenario. Results will include delay/LOS, ICU, and 95th percentile queue length. Additionally, we will compare forecasted ADT with standard volume ranges to determine the cross-sectional needs.

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Task F.3e: Documentation

Consultant shall document the findings of the analysis in a draft memorandum for review by City staff with one round of comments before final submittal.

TASK F.4 Access Sensitivity Testing Area East of SR 217

Consultant shall provide an assessment of potential access scenarios related to the Orchard, Caird 1, 2, 3, Ekwill, Scott, and other "rezoned" County development projects adjacent to the City of Goleta. The intent of this study is to provide City staff with information necessary to make an informed decision on how alternative access plans for County developments adjacent to the City will interface with City of Goleta roadway infrastructure and roadway operating implications of a given alternative access plan.

Task F.4a: Data Collection

Consultant shall collect data which reflects existing traffic conditions. As part of previous data collection efforts, turning movement counts from May 2024 at several of the below locations (shown in parentheses) are already collected. For any missing locations, Consultant will collect new intersection turning movement counts on a weekday (Tuesday, Wednesday, or Thursday) during the AM (7-9 AM) and PM (4-6 PM) peak period for the study intersections listed below and will also include pedestrian and bicyclist activity.
.
No new data collection is anticipated for this task.

Task F.4b: Data Analysis

Consultant shall analyze the existing operations at the study intersections under current 2025 traffic conditions in accordance with the 7th Edition Highway Capacity Manual methodologies. This will be performed in the latest version of the Synchro software package (currently v12). We will also assess corridor operations, comparing the ADT with standard volume ranges to determine the cross-sectional needs.

Task F.4c: Future Forecasting

Using the recently updated and validated Goleta Travel Model, forecast volumes will be developed consistent with NCHRP *Report 765, Analytical Travel Forecasting Approaches for Project-Level Planning and Design*, 2014. This method includes adding the model difference between the base year (2024) and 2050 future year (reflecting the City's build-out) to the existing turning movement counts at study intersections (conducted for this study) and calculating future adjusted turning movements using the hierarchy of methodologies (difference method, ratio method, etc.) where applicable. After the

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appropriate methods are employed, a review of forecasted volumes for quality control/quality assurance will be completed.

Task F.4d: Future (2050) Conditions Analysis

Using the traffic models developed in Task F.4b, Consultant shall analyze up to three access scenarios for Future operations at the study intersections under the Baseline traffic conditions. Future funded roadway projects will be incorporated in the future Baseline scenario. Results will include delay/LOS, ICU, and 95th percentile queue length. Additionally, we will compare forecasted ADT with standard volume ranges to determine the cross-sectional needs.

Task F.4e: Documentation

Consultant shall document the findings of the analysis in a draft memorandum for review by City staff with one round of comments before final submittal.

ATTACHMENT 2

Amendment No. 3 Professional Services Agreement 2024-087 with MNS Engineers, Inc.

Docusign Envelope ID: FEFBF8B8-EF7E-8BCB-82EB-075C859E88F2

AMENDMENT NO. 3
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
MNS ENGINEEERS, INC

This **Amendment No. 3** to the Professional Services Agreement by and between the **City of Goleta**, a municipal corporation ("City") and **MNS ENGINEERS, INC** ("Consultant") dated August 20, 2024 ("Agreement," Agreement No. 2024-087) is made on this 19th day of May 2026.

SECTION A. RECITALS

1. This Agreement is for the purpose of preparing the CITY's 2026 Development Impact Fee Nexus Study and Traffic Model Update; and

2. This Agreement has been amended to extend the term (Amendment No. 1) and for additional compensation (Amendment 2); and

3. The Agreement currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed $201,282; and

4. The parties desire to amend the Agreement so as to provide for additional compensation in the amount of $20,000 for continued tasks; and

5. The Agreement currently provides in Section 6 for the termination of the Agreement on June 30, 2026; and

6. The parties desire to amend the Agreement so as to extend the termination of the Agreement to December 31, 2026; and

7. The City Council approved this Amendment No. 3, on this 19th day of May 2026.

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 15,000 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 $221,282 (herein "not-to-exceed amount") and shall be earned as the work progresses.

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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 December 31, 2026, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager as described in Section 5 (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

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

The term of this Agreement is from the date first written above to December 31, 2026, unless the term of this Agreement is extended or the Agreement is terminated as provided for herein.

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

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

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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

Robert Nisbet, City Manager

ATTEST:

Deborah Lopez, City Clerk

APPROVED AS TO FORM:
ISAAC ROSEN, CITY ATTORNEY

Signed by:
Scott Shapses
4218AF313C014E2...
Scott Shapses, Deputy City Attorney

CONSULTANT

Signed by:
Darren Riegler
386C920E312E4A5...
Darren Riegler, CEO

Signed by:
Tanya Bilezikjian
00B3ACCBF9AB4B6...
Tanya Bilezikjian, Secretary

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EXHIBIT A - SCOPE

Task 1 – Project Initiation

CONSULTANT shall conduct a kick-off meeting with key CITY staff and consultants to discuss project scope, purpose, requirements and details. The team in attendance at this meeting will make up the project development team (PDT) and will take part in all project developments and decisions.

CONSULTANT shall collect and review available record data from the CITY staff. Data may include State, County, CITY and other record/documents, existing CAD/GIS files of street, storm drain, survey centerline and property monument data, topographic maps, aerial photographs, and traffic studies or reports.

Task 1 Deliverables

- Kick-Off Meeting with Agenda and Minutes
- Collect, Review and Organize Data

Task 2 – Update Existing and Develop New GTIP Projects

CONSULTANT shall use the CITY's electronic version of the existing Transportation DIF worksheets developed in 2018, for this work. CONSULTANT shall try to improve the function and operation of the worksheets if the budget and schedule allow.

CONSULTANT will verify with the CITY which of the unconstructed existing ~~GTIP~~ Transportation DIF Projects will remain in the 2024 DIF Update. Following this verification from the CITY, CONSULTANT shall convert the existing Transportation DIF projects to the new format and update the project graphics and estimates. CONSULTANT shall assumes twenty existing projects will be updated.

CONSULTANT shall develop new Transportation DIF Update Projects identified by the CITY Traffic Consultant. CONSULTANT shall assume ten new projects will be developed.

Overall, this effort shall include the following activities:

- Update/develop graphics showing project Location within CITY of Goleta.
- Update/develop graphics showing existing conditions and proposed project improvements.
- Update/develop quantity take off for proposed improvements.
- Update/develop cost estimate.
- Review and approval by CITY of updated project graphics and cost estimate.

Task 2 Deliverables

- Project graphics and cost estimates for all 2024 Transportation DIF Update Projects.

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Task 3 – Prepare Documentation

CONSULTANT shall prepare a preliminary 2024 Transportation DIF Update Projects Report. The report shall consist of an overall summary as well as the individual project concept exhibits and reports, traffic data, estimated costs, expected timing, etc.

The preliminary report shall be provided to the CITY for review and comment. Once the CITY has completed the preliminary report review, CONSULTANT shall conduct a meeting to review the comments and discuss changes to the scope of work or direction of the final project deliverables.

The ~~GTIP~~ 2024 Transportation DIF Update Projects Report and individual projects shall be revised and finalized to address the CITY review comments. The final report will be provided in indexed PDF format as well as original hardcopy in a binder. CITY comments shall be incorporated or otherwise addressed. A written response to each review comment will be provided to the CITY with the final 2024 Transportation DIF Update Projects Report.

Task 3 Deliverables

- Preliminary 2024 Transportation DIF Update Projects Report with Project Concept Exhibits and Reports (up to 30 projects)
- Preliminary Review Comments Response Memorandum
- Final 2024 Transportation DIF Update Projects Report with Project Concept Exhibits and Reports (up to 30 projects)

Services Not Included

- Professional land surveying or public right of way or private real property investigations.
- R-value testing for pavement design.
- Traffic analysis or impact studies (provided by the CITY Traffic Consultant)
- Utility research and location of underground utilities.
- Environmental documentation or permitting determinations.

Should work be needed in these areas, or areas not previously described, CONSULTANT will prepare a proposal or amendment, at the CITY's request, which contains the Scope of Services, fee and schedule required to complete the additional work items.

CITY Provided Items

- Previously prepared documents, studies, project budget details, etc.
- List and scope of new 2024 Transportation DIF Update Projects.
- GIS or CAD files for base mapping and project concepts (new projects)

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EXHIBIT B

ENGINEERING		CONSTRUCTION MANAGEMENT		GOVERNMENT SERVICES	
Principal Engineer	$305	Principal Construction Manager	$330	City Engineer	$265
Lead Engineer	270	Senior Construction Manager	290	Deputy City Engineer	235
Supervising Engineer	255	Senior Resident Engineer	265	Assistant City Engineer	225
Senior Project Engineer	235	Resident Engineer	250	Plan Check Engineer	185
Project Engineer	210	Structure Representative	245	Permit Engineer	175
Associate Engineer	190	Construction Manager	230	City Inspector	168
Assistant Engineer	175	Assistant Resident Engineer	210	Senior City Inspector (PW)	185
		Sr. Construction Inspector (PW)	185	City Inspector (PW)	177
SURVEYING		Construction Inspector (PW)	177	Principal Stormwater Specialist	190
Principal Surveyor	$280	Office Administrator	135	Senior Stormwater Specialist	180
Lead Surveyor	270			Stormwater Specialist	170
Supervising Surveyor	230	**PLANNING**		Stormwater Technician	150
Senior Project Surveyor	210	Planning Director	$235	Building Official	250
Project Surveyor	185	City Planner/Planning Manager	220	Senior Building Inspector	200
Associate Project Surveyor	175	Principal Planner	205	Building Inspector	175
Assistant Project Surveyor	160	Senior Planner	190	Senior Grant Writer	190
Party Chief (PW)	190	Associate Planner	160	Grant Writer	180
Chainperson (PW)	160	Assistant Planner	135	Associate Grant Writer	160
One-Person Survey Crew (PW)	225	Planning Technician	115	Assistant Grant Writer	145
TECHNICAL SUPPORT		**ADMINISTRATIVE SUPPORT**			
CADD Manager	$210	Senior Management Analyst	$195		
Supervising Technician	180	Management Analyst	165		
Senior Technician	170	IT Technician	150		
Engineering Technician	130	Graphics/Visualization Specialist	160		
		Administrative Assistant	105		

DIRECT EXPENSES

Use of outside consultants as well as copies, blueprints, survey stakes, monuments, computer plots, telephone, travel (out of area) and all similar charges directly connected with the work will be charged at cost plus fifteen percent (15%). Mileage will be charged at the current federal mileage reimbursement rate.

PREVAILING WAGE RATES

Rates shown with Prevailing Wage "(PW)" annotation are used for field work on projects subject to federal or state prevailing wage law and are subject to increases per DIR.

ANNUAL ESCALATION

Standard fee rates provided for each classification are subject to 5% annual escalation or the most recent US Bureau of Labor Statistics Consumer Price Index, whichever is higher.

OVERTIME

Overtime for non-exempt employees will be charged at 1.5 x hourly rate; overtime for exempt employees and other classifications will be charged at 1 x hourly rate.

ATTACHMENT 3

Amendment No. 2, Amendment No. 1, Professional Services Agreement 2024-091 with DKS Associates, Inc

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

This **Amendment No. 2** to the Professional Services Agreement by and between the **City of Goleta**, a municipal corporation ("City") and **DKS ASSOCIATES, INC,** a California Corporation ("Consultant") dated August 20, 2024 ("Agreement," Agreement No. 2024-091) is made on this 2nd day of December 2025.

SECTION A. RECITALS

1. This Agreement is for the professional services in conjunction with the 2025 Development Impact Fee Nexus Study and Traffic Model Update; and

2. This Agreement has been amended to provide additional analysis associated with bicycle and pedestrian activities (Amendment No. 1); and

3. The Agreement currently provides for the total compensation amount not to exceed $345,700; and

4. The parties desire to amend the Agreement so as to provide for additional compensation in the amount of $75,555 for additional tasks; and

5. The Agreement currently provides in Section 6 for the termination of the Agreement on December 31, 2025; and

6. The parties desire to amend the Agreement so as to extend the termination of the Agreement to December 31, 2026; and

7. The Agreement currently provides in Exhibit A-1 entitled "Scope of Work" the complete and particular description of services; and

8. The parties desire to amend Exhibit A-1 by adding additional services as more completely and particularly set forth in the Scope of Work, attached as Exhibit "A-2"; and

9. The City Council approved this Amendment No. 2, on this 2nd day of December 2025.

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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 75,555 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 $421,255 (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 December 31, 2026, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager as described in Section 5 (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

2. **Section 6. TERM, PROGRESS AND COMPLETION** of the Agreement is amended to extend the term for an additional 12 months to read in its entirety:

The term of this Agreement is from the date first written above to December 31, 2026, unless the term of this Agreement is extended or the Agreement is terminated as provided for herein.

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

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

Exhibit A-1 "Scope of Work" with **Exhibit A-2 "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.

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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

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

CONSULTANT

Signed by:
John Bosket
43D9648C9F4346B...
John Bosket, PE, Vice President

ATTEST:

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

DocuSigned by:
37C4595243404E5...
Jim Damkowitch, Principal

APPROVED AS TO FORM:
ISAAC ROSEN, CITY ATTORNEY

Signed by:
Scott Shapses
4305240AE5424CE...
Scott Shapses, Deputy City Attorney

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EXHIBIT A-2
SCOPE OF WORK

A. GOLETA TRAVEL MODEL UPDATE

Task A1. Full upgrade to latest VISUM software version

Task A.1.1 Import Model into Latest Software Version

CONSULTANT shall import the Goleta Travel Model into the latest version of VISUM.

Task A.1.2 Properly Execute GP-1, GP-7, Current DIF Model

CONSULTANT shall execute the CITY's latest DIF Baseline and Forecast model. Volume difference plots shall be generated to verify stable results relative to the previous PTV VISUM-16 software version. If stable results are not generated by the most recent software version CONSULTANT shall continue to use VISUM Version 16.

Task A2. Update Signal Timing Plans (new or modified intersections since 2015)

Task A.2.1 Identify Need to Update Signal Timing Plans for CITY/County Intersections

For new or modified signal timings post 2015, the CITY shall provide CONSULTANT the signal timing plans for CITY owned and operated signalized intersections currently included or planned for incorporation in the model network. CONSULTANT shall coordinate with the County of Santa Barbara for signals within the CITY's modeling domain but which are operated by the County that have new or modified signal timings since 2015. The number of intersections requiring new or revised signal timings is assumed to be less than 10 for budgeting purposes.

Task A.2.2 Code Intersections Modified Post-2015

After receipt of all new or modified signal timing plans, CONSULTANT shall code/update the model intersection signal timings of up to ten (10) intersections identified in sub-task A.2.1.

Task A3. Re-examine Zone and Network Detail

Task A.3.1 Review TAZ Structure

CONSULTANT shall review the shape file of the existing model zone structure. CONSULTANT shall coordinate with the CITY to refine TAZ boundaries where appropriate. Although no boundary changes are anticipated, CONSULTANT shall

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coordinate with the CITY where new development has occurred since 2015 or anticipated new growth may dictate re-examination for the need to split TAZs.

Task A.3.2 Review Network and Connector Detail

CONSULTANT shall review all model network attribute information. This includes: link type, directionality, number of lanes, capacity, length, design speed and link delay coefficients. Node attributes shall also be reviewed including intersection type, node capacity factors, node capacity, special delay links, turn penalties, node delay coefficients, base delay, intersection geometry and signal timing (see Task 2). Link and node attributes shall be systematically checked to current Goleta Model coding conventions for consistency.

The need for additional network detail (i.e., coding minor new development access roadways and/or collector and local streets currently not reflected in the model network) shall be determined and coded in coordination with the CITY modeling conventions. Given the maturity of the Goleta model network and minimal roadway network infrastructure improvements in the CITY since 2015, the amount of new or revised network coding is not anticipated to be significant.

Task A.3.3 Coordinate with CITY on Model Zone and Network Modifications

CONSULTANT shall review the TAZ zone connectors. The number of zone connectors and the zone loading percentages (multi-point assignment) shall be reviewed relative to actual development driveway and network access characteristics. Where growth has occurred since 2015 or new growth is planned CONSULTANT shall determine if modifying zone connectors or loading is considered appropriate. If so, CONSULTANT in coordination with the CITY shall code these connector changes based on the CITY's standard modeling conventions.

Task A4. Update Baseline Land Use

Task A.4.1 Update CITY Land Use

It is not anticipated that any new land use categories will be added to the model.

CONSULTANT shall update the Goleta Model's current 2015 baseline land use to reflect a 2024 baseline. This shall entail working closely with the CITY to confirm what pending and approved development projects have been constructed and occupied within the CITY since 2015. To facilitate this task, the complete Existing Plus Approved and Pending (EPAP or Cumulative) development list submittals that the CITY regularly tracks its' development permits shall be provided to CONSULTANT.

Task A.4.2 Update Non-CITY Land Use

CONSULTANT shall coordinate with the County of Santa Barbara and the CITY of Santa Barbara to update the non-CITY TAZ baseline land use in a similar fashion as sub-task A.4.1.

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Task A.4.3 Update External Gateways

CONSULTANT shall reassess the external assumptions of the baseline model (i.e., I-X, X-I, X-X trips). These include, but are not limited to, US 101 (north-south), SR 154, Cathedral Oaks/SR 192, and Hollister Avenue. Although driven by land use growth, external assumptions (model domain gateways) are reflected as vehicle trips. The most recent traffic count data recorded at the model external stations (2023-24) shall be reviewed and considered relative to the 2013-15 external traffic counts currently resident in the baseline model and adjusted as appropriate. CONSULTANT shall also review SBCAG's regional travel demand model 2050 model assignments at all gateways entering/existing the CITY to gauge assumed future growth at each of the CITY's gateways relative to historical growth rates.

Task A5. Development of 2024 AM/PM Peak Hour Assignment Baseline Model

Task A.5.1 Update Trip Generation Factors

CONSULTANT shall update the AM and PM peak hour models based on ITE (11th Edition) trip generation rates. Factors used to separate trips by trip purpose and by origin and destination (ins and outs) shall be checked relative to NCHRP 365 (the update to NCHRP 187 used to factor the current model).

Task A.5.2 Calibrate Model Parameters

Traffic counts collected in May 2024 shall be coded into the Goleta Travel Model to establish the baseline validation data set.

The need to adjust the ITE rates shall be based on an iterative calibration procedure. Up to fifteen (15) model runs shall be applied to test rate adjustments that yield the best model fit with 2024 traffic counts. Based on these updated trip generation rates, the AM and PM peak hour productions and attractions shall be balanced. Disaggregation of external trips by trip purpose shall be checked and added to the internal trips origin and destination sums by trip purpose for balancing during calibration.

Task A6. AM/PM Peak Hour Baseline Model Validation

Task A.6.1 Static Validation

CONSULTANT shall perform a full AM and PM peak hour validation for the CITY of Goleta VISUM Travel Model. The proposed validation methods shall include:

Static Validation

- Screenline Analysis Validation
- Functional Class (Road Type) Validation
- Correlation Statistics

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Each of the validation methods shall be based on the AM and PM peak hour validation counts provided by the CITY. For non-CITY roadways, AM and PM peak hour counts shall be harvested from the County's traffic count data base and/or from the Goleta Valley Model.

The static validation for the AM and PM Peak Hour Travel Model shall include screenline validation, link-based validation by functional class, and correlation statistics. Each of these validation checks are described below. Nine validation screenlines have historically been used for validation of the CITY's travel model. These nine screenlines shall be retained for the baseline model update. State and federal model validation guidelines suggest that total model-estimated traffic across a screenline to be no more than ten percent different from the total traffic counts.

The standard FHWA and Caltrans travel forecasting guidelines recommend validation criteria based on a comparison of total model volumes and traffic counts on various facility types, including:

- Freeways
- Principal Arterials
- Collectors
- Frontage Roads
- Local Roads

Model network links shall be stratified by functional classification, along with a detailed inventory of the number of links, how many of these links have associated validation counts, and the percent error between the actual counts and model predictions. The state guidelines dictate that each functional class should achieve below the desired % error.

Correlation Statistics

The standard FHWA and Caltrans travel forecasting guidelines recommend a correlation between model estimates and counts of 0.88 or more. State guidelines also include a correlation curve with a recommendation that 75 percent of daily link volume estimates compared to counts fall within the curve.

Task A.6.2 Dynamic Validation

Dynamic validation methods provide valuable feedback into the accuracy and consistency of the travel model and its behavior. CONSULTANT shall perform several dynamic validation exercises to ensure that the model properly responds to changes in inputs, i.e., that the magnitude and direction of model behavior makes sense. Such exercises shall include:

- Add a link
- Delete a link
- Change link speeds
- Change link capacities
- Add 100 households to a TAZ
- Add 1,000 households to a TAZ

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For the CITY of Goleta Travel Model dynamic validation, CONSULTANT proposes the following dynamic validation exercises:

- addition and deletion of housing units within highest populated areas of the CITY;
- addition and deletion of the number of employees at one or two high employment centers; and,
- a hypothetical bypass shall be coded.

These dynamic validation tests shall be developed in consultation with the CITY. CONSULTANT shall develop a technical memorandum which shall describe the static and dynamic validation process and results.

Task A7. CITY of Goleta Model Update Report

Task A.7.1 Administrative Draft Plan

CONSULTANT shall develop a single unified model development report describing each step of the baseline model update process. This administrative draft report shall be submitted to the CITY for comments.

Task A.7.2 Final Plan

After receipt of a single round of unified comments from the CITY, the Consultant shall address the comments and modify the draft report as appropriate for final submittal to the CITY.

Product: Final Model Update Report and Updated Model Files (Baseline Model).

TASK B. GOLETA FACILITIES FEE STRUCTURE TECHNICAL APPROACH

Task B.1. Review of Existing CITY Fee Program and Legislative Changes

Task B.1.1 Review Existing Program

CONSULTANT shall plan to update all four development impact fees documented in the previous update (transportation, general public facilities, library, and parks and recreation). The CONSULTANT Team shall review the CITY's existing Fee Program. Since the previous update was performed by the CONSULTANT Team this effort shall be expedited. It shall include review of the Ordinance and other available documentation, CITY Council actions, and the CITY's administration of the program.

The CONSULTANT Team shall coordinate with CITY staff to identify areas of the Facilities Fee Program and/or its administration that are considered inefficient or problematic. These issues shall be specifically targeted for improvement by this revision. The CONSULTANT Team shall work with CITY staff to identify known deficiencies or concerns.

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Task B.1.2 Review Legislative Changes

Given the passage of AB 602, CONSULTANT shall implement modifications of the existing program to comply – particularly for residential fees which now must be based on floor area versus by unit. AB 602 also addresses ADUs and modifies the public review process for fee updates.

Task B.2. Land Use and Growth Assumptions

CONSULTANT shall use the CITY's General Plan build-out land use to provide the basis for the land use assumptions and development forecasts to be used to estimate future facility needs and cost allocations. It shall consist of the following sub-tasks:

Task B.2.1 Time Horizon

A 2050 forecast horizon shall be used for the Facilities Fee Update. A 2050 forecast horizon is consistent with the planning horizon developed for the CITY's General Plan Update preferred land use scenario. It is also consistent with SBCAG's RTP/SCS planning horizon and the CITY's updated travel demand model forecast horizon. A planning horizon of 2050 is considered long enough to plan for long-term infrastructure needs, yet short enough to represent reasonably anticipated growth based on current land use policy.

Given that the updated Goleta Model (see Task A) is based on a 2024 baseline year, the baseline year of 2024 shall be considered for this fee update. Although selecting the most current year as baseline is typically desired, a baseline year gap of several years should not be considered problematic as development growth within that span can be easily tracked and accounted/controlled for using the CITY's Cumulative Land Use Development tracking.

Task B.2.2 Land Use Assumptions

The CONSULTANT Team shall review the existing Facilities Fee land use categories for which the fee shall be calculated and make recommendations if these should be revised. The CONSULTANT Team shall define the operative land use assumptions, such as persons per household and employees per square foot, to be used to forecast growth and facility demand.

Task B.2.3 Growth Forecasts

Once the land use categories and assumptions are defined, the CONSULTANT Team shall prepare a growth forecast for each land use category. The CITY's General Plan preferred land use forecast shall serve as the foundation of this analysis. A key task shall be addressing amendments to the General Plan or the zoning code that would allow different development types to develop is specific areas that was not envisioned when the General Plan was adopted in 2006.

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CONSULTANT shall make a key land use assumption for the non-CITY of Goleta areas of the Goleta Modeling domain. This assumption shall have an effect on total travel demand and influence to varying degrees the fair share estimates at specific locations/improvements. CONSULTANT shall coordinate with the CITY, County and CITY of Santa Barbara regarding the appropriate land use assumptions for these areas.

Product: Draft and Final Land Use Assumptions and Projections Memoranda

Task B.3 Transportation Analysis

The CONSULTANT Team shall coordinate with CITY to perform the transportation analysis needed for the Facilities Fee Program update.

The updated Goleta Travel Model, in conjunction with updated demand projections, shall provide critical components of the Facilities Fee Program nexus analysis, including: defining the CITY network; allocating travel demand among land uses and between new, existing, and external development; determining existing deficiencies; and selecting capital improvements for fee funding. Although traffic counts shall determine existing/baseline operations for the fee update, the future year AM/PM Peak Hour Goleta Model shall be applied to generate the future year volume sets to determine future year operations (baseline model runs are scoped as part of Task A).

The land use projections and ITE vehicle trip generation information shall provide the basis for estimating the growth in Dwelling Unit Equivalents (DUEs). The percentage growth in DUE's can be considered when establishing the fair share for the asset-based non-transportation impact fees (i.e., general public facilities, library, and parks and recreation, bicycle facilities).

Product: Technical Memorandum including traffic model specifications and analysis needed to support impact fee program update.

Task B.4. Capital Improvement Program

The CONSULTANT Team shall work with CITY staff to update the current list of capital improvements as well as existing public facility inventories for the three non-transportation impact fees. This final updated list and their corresponding costs covered in full or in part by the Facilities Fee Program update shall be provided to CITY in an Excel database format. These tasks include the following:

Task B.4.1 Asset and Deficiency Assessment

For the transportation fee, CONSULTANT shall use CITY's ADT Thresholds and Intersection LOS standards and design standards to define specific goals related to traffic levels and facility design within the CITY Program network. Service and design standards shall facilitate decisions regarding the type, location, and level of improvements needed. They will also help allocate costs between new and existing development, an important

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determination, as improvements needed to correct existing deficiencies must be funded with other sources.

For the three non-transportation fee the CONSULTANT Team shall evaluate existing and planned facilities needs to develop the most appropriate level of service policy for the nexus analysis. The CONSULTANT Team shall coordinate with CITY staff to tier from the prior update assumptions and data on existing facilities to be included in the nexus analysis. This evaluation shall again include consideration of the statutory level of service standard associated with a Quimby parkland dedication in-lieu fee.

Task B.4.2 Identify Facility Fee Program Projects

The designation of improvements to CITY facilities shall be identified consistent with AB 1600 requirements and consistent with the existing and future deficiency analysis as applicable. The CONSULTANT Team shall seek assistance from CITY staff to identify planned improvements for the three non-transportation impact fees.

Product: Technical memorandum identifying the basis for project selection and Facility Fee Program projects.

Task B.4.3 Develop Capital Cost Estimates

Updated improvement costs to previously identified improvements carried forward as part of this update shall be provided to CONSULTANT by CITY. For the costing of new or redefined improvements, the CONSULTANT Team shall incorporate all planning level cost estimates developed by the CITY or its consultants performing this CIP costing task.

Product: Draft and Final Capital Improvement Program

Task B.4.4 Identify Funding Requirements and Sources

The CONSULTANT Team shall match the capital improvements described above with their anticipated or expected funding sources. Projects with designated funding sources shall generally not be included in the Facility Fee Program calculations. CONSULTANT, in consultation with the CITY, shall identify all other "discretionary" funding sources, including Federal, State, and local funds. Revenue information provided by the CITY as part of SBCAG's RTP/SCS financial constrained assessment shall provide an obvious starting point for such an analysis. The total discretionary and non-discretionary funding amounts shall be deducted from the total of the cost estimates to determine the net funding gap for purposes of the Facilities Fee Program calculation.

Revenues already encumbered from the previous Facilities Fee Program or developer contribution requirements shall likely be considered part of the funding pool and shall be deducted from total Facility Fee Program cost estimates. It will be necessary to avoid "double-charging" for individual improvement projects.

Product: Cost and Funding Alternatives Memoranda

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Task B.5. Cost Allocation Methodology

CONSULTANT Team shall allocate the total cost of the planned improvements using nexus calculations derived from the traffic model. For the three non-transportation impact fees, the CONSULTANT Team shall allocate costs based on service population including residents and workers. Workers will be weighted relative to residents to reflect relative differences in service demand for each type of facility.

Task B.5.1 Allocation Between New, Existing, and External Development

CONSULTANT shall review each capital project developed in Task 4.2 to determine the proportion attributable to existing deficiencies and the portion to future growth. For the transportation fee, this calculation shall be based on the service standards documented in Task 4.1 and trip generation estimates derived from the traffic model and demand projections. For the three non-transportation fees costs shall be allocated per capita based on service population. It will be important not only to establish nexus in terms of a "relationship" but also to ensure that the portion of the cost allocated to new growth is reasonable and based on demonstrated need or demand for services. Only the portion of costs attributable to new growth within the city since the Facility Fee Program's inception shall be included in the program update.

Task B.5.2 Allocation by Land Use

CONSULTANT shall also distribute the total costs of each improvement among each of the land use types specified in Task 2.2 based on their relative demand for each improvement. The analysis shall abide by legally defensible nexus standards per AB1600.

Task B.5.3 Allocation by Jurisdiction (UCSB/County/CITY of Santa Barbara)

CONSULTANT shall prepare a Cost Allocation Memoranda. For purposes of this analysis, the following sub-areas have been previously identified based on the Goleta Travel Model TAZ structure:

1. City of Goleta TAZs;
2. Non-City TAZs; and,
3. External Zone TAZs.

These three areas are the operative geographic units for determining developer fees. New development and the resulting trip growth associated with the City of Goleta TAZs determine the fees while trips associated with Non-City and External TAZ growth do not.

For information purposes, the Goleta Travel Model has been further divided into the following sub-geographies:

- City of Goleta – Old Town Area;
- City of Santa Barbara – Old Town Area;
- County of Santa Barbara – Old Town Area;

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- City of Santa Barbara – Airport Master Plan Area;
- City of Santa Barbara – Airport Community Plan Area (same as Old Town Area);
- City of Santa Barbara – East Goleta Valley; and,
- University of California at Santa Barbara (UCSB)

Trips associated with new development planned within these sub-areas were analyzed to determine the fee implications associated with inter-jurisdictional travel demand. These geographies are shown in **Figure 1**. TAZ to Planning Area correspondence tables are available for files for analysis.

Select link (Flow Bundle) analysis shall be performed to determine the fair share contribution of trips associated with these jurisdictions and sub-areas and specifically new development within these jurisdictions and sub-areas.

Product: Draft and Final Cost Allocation Memoranda

Task B.6. Preliminary Fee Calculation

Task B.6.1 Preliminary Fee Schedule

Based on the cost allocation and growth assumptions described above, the CONSULTANT Team shall develop a preliminary fee calculation for each land use. Specifically, the total improvement costs shall be divided by the expected growth in each land use category. The CONSULTANT Team shall summarize the impact fees by area for each land use for review by CITY. This preliminary fee calculation is designed to elicit input regarding the amount, scope, and incidence of the fees calculated.

Per AB 602 (effective July 1, 2022), residential fees must now be expressed on a per square foot basis rather than by unit. In addition, SB 13 provides screening criteria for ADU housing developments. The CONSULTANT Team shall coordinate with the CITY to address both AB 602 and SB 13 as part of this facilities fee update.

Task B.7. Final AB1600 Fee Calculation

Task B.7.1 Final Fee Schedule

The CONSULTANT Team shall update the preliminary impact fee schedule based on the input derived from the work conducted in Task 6. For example, the preliminary fee calculation methodology may be revised to incorporate changes in the amount, scope, or incidence of the fees.

The annual fee adjustment process shall also be examined. The CONSULTANT Team can evaluate the various indices used to adjust fees from year to year.

Product: Draft and Final Program Schedule

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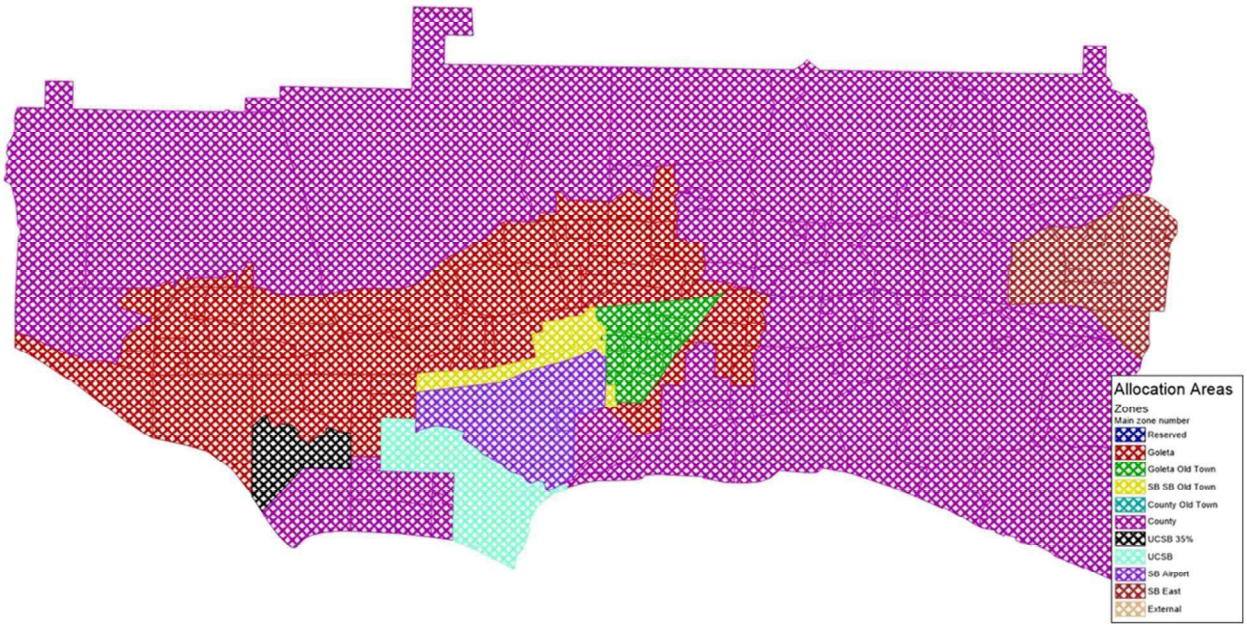
Task B.8. Draft and Final Facility Fee Program Technical Report

Task B.8.1 Draft Facility Fee Program Nexus Report

The CONSULTANT Team shall prepare a Technical Report that documents the assumptions and methodology and establishes the legally required nexus for creating the revised Facility Fee Program. The report shall be prepared in accordance with the Mitigation Fee Act (AB1600), as recorded in California Government Code Section 66000-66008. The Report shall also identify alternative funding sources that may be applicable to offset costs of required transportation improvements. The report shall include copies of all data, models, mapping, and other materials used in the analysis. The CONSULTANT Team shall first prepare an Administrative Draft Technical Report for CITY review before preparing a Draft Technical Report for broader circulation and review.

Figure 1 Goleta Travel Model Sub-Areas



Source: Goleta Development Impact Fee Program Update, Appendix A: Traffic Needs Analysis.

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Task B.8.2 Final Facility Fee Program Nexus Report

Based on comments received on the draft report, the CONSULTANT Team shall submit a Draft Final Technical Report. The Final Technical Report shall be written so as to be easily understood by non-technical readers. The purpose is to provide a user-friendly documentation of the Facilities Fee Program structure and its basis.

Product: Administrative Draft and Draft Final Program Technical Report

Task B.9. Revise Impact Fee Program Ordinance and/or Resolutions

Task B.9.1 Draft Facility Fee Program Ordinance and/or Resolutions

Revision of the existing program Ordinance may be needed to maintain a fee program that can be sustained over many years, and one that will meet the needs of a growing CITY. The CONSULTANT Team shall review the Ordinance and/or resolutions, with input from CITY, and prepare updates based on the findings of all previous tasks.

Task B.9.2 Final Facility Fee Program Ordinance and/or Resolutions

Based on internal CITY input and comments on recommended draft changes to the program Ordinance (if any), the CONSULTANT Team shall finalize the Ordinance.

The CITY recognizes that the CONSULTANT Team does not have legal expertise and that any modifications proposed by the CONSULTANT Team must be reviewed and revised by CITY Legal Counsel.

Product: Draft and Final Program Ordinance and/or Resolution Revisions

Task B.10. Planning Commission and CITY Council Presentations

Task B.10.1 Preparation of Presentation Materials (PPT - Support Staff Reports)

The CONSULTANT Team shall support CITY staff to prepare presentation materials (i.e., staff report support and PowerPoint presentations) for both the CITY's Planning Commission and its CITY Council.

Task B.10.2 Commission and Council Presentations (2 Meetings)

If desired, the CONSULTANT Team shall attend these meetings and participate in the presentations. Two in-person meetings total are assumed for budgeting purposes (one each). If additional commission or council meetings are desired, additional budget shall be needed on a time and materials basis.

Product: Staff Report text and PPT presentations, participation in presentations.

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TASK C. PROJECT MANAGEMENT

Task C.1.1 Schedule

CONSULTANT shall coordinate with the CITY prior to work being performed on the anticipated schedule for completing key interim deliverables and the DIF update.

Task C.1.2 Project Management Meetings

The CONSULTANT Team shall regularly meet with CITY staff during the update of the Goleta Travel Model and development of the DIF update. It is anticipated that 6 check-in meetings shall be required during the model update and 24 check-in meetings shall be desired during the DIF update.

Task C.1.3 Monthly Progress Reports and Invoices

CONSULTANT shall prepare monthly progress reports as part of its regular invoicing.

Task C.1.4 Meeting Short-Term Action Lists

CONSULTANT shall prepare a Short-Term Action list that shall serve as the agenda and minutes for the Project Management Meetings (Task C).

AMENDMENT 1

TASK D.1 Existing Infrastructure/Facilities Inventory and Mapping

CONSULTANT shall examine the City's existing inventory of infrastructure data and GIS resources. Where gaps exist, CONSULTANT shall use a combination of field reconnaissance, windshield surveys, and on-line resources (e.g.. Google Earth Pro, Google Maps Streetview) to fill gaps. The following attributes will be mapped in GIS.

- Roadway network geometric attributes (number of lanes; lane width; shoulder width; posted speed limit);
- Pedestrian/bicycle facility geometric attributes including: Class I, II, III, IV bikeways (as applicable), bikeway signage, sidewalks, paths, bicycle storage racks, lockers, mid-block crosswalks street markings; controlled mid-block pedestrian crossings (HAWKs RFBs etc.), ADA ramps.
- Intersection control and geometric attributes for pedestrian and bicycle storage and crossings.
- Safe routes to schools.

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TASK D.2 City-wide Origins and Destinations

CONSULTANT shall coordinate with the City to identify key origins and destinations throughout the city. We will prepare a land use map showing key Points of Interest (POI) including residential neighborhoods, schools, hospitals, elder care facilities, major employers, shopping centers, transit stops and hubs etc.

The City already provides bicycling and walking connections to some of these POIs. We also understand that regional connections to POIs outside the City should be considered.

While many of Goleta's existing sidewalks and bicycle facilities connect to key destinations, nearby higher-stress crossings and segments may discourage bicycle and pedestrian access. The ultimate goal will be to develop a "low-stress" pedestrian/bicycle network that serves as many POIs as possible (see Task 1.4 for a description of Traffic Level of Stress analysis i.e., needs assessment).

First-mile/last-mile connections to and from bus stops are critical. Santa Barbara Metropolitan Transit District (SBMTD) provides local transit service to many parts of the City, as well as surrounding unincorporated areas and to the cities of Santa Barbara and Carpinteria. The Clean Air Express provides regional prescription service between the City of Goleta and north County and Ventura County. CONSULTANT shall prepare a map and description of existing transit stops and stations for intermodal connectivity.

TASK D.3 Accident and Safety Analysis and Mapping

Pedestrian/bicycle low-stress connectivity will be evaluated relative to pedestrian/bicycle-vehicle collision history using the most recent five years of SWITRS data. This traditional hot-spot analysis will identify locations in the bicycle network that have historically exhibited safety issues for cyclist. All pedestrian and bicycle collision data will be stratified by collision type, collision severity, collision factor and mapped in GIS. Heat maps will also be developed to illustrate and delineate areas or corridors of the city where pedestrian and/or bicycle collisions are most prominent. Based on this information, a systemic safety analysis approach will be performed that will map the degree of "risk" associated with the infrastructure characteristics within the city. High-risk locations or corridors which may or may not have any collision history, will be identified and considered for improvements. Both collision and risk mapping will be performed relative to disadvantaged and non-disadvantaged communities to determine if the disadvantaged communities in the city exhibit disproportionately poorer accessibility to the low-stress active transportation network and are therefore at greater safety risk than the non-disadvantaged communities.

TASK D.4 Points of Interest (POI) Connections Inventory and Mapping

The pedestrian/bicycle needs assessment will be based on a connectivity analysis using Level of Traffic Stress (LTS) analysis developed by the Mineta Transportation Institute

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and described in the *Low-Stress Bicycling and Network Connectivity* report. LTS analysis provides thresholds of cyclist tolerance for on-street bicycle facilities as determined by the roadway conditions of the shared route. The ultimate goal is to improve the overall connectivity of the low-stress bicycle network. The greater the access to the low-stress network and the greater number of origin and destination pairs it serves (POIs as established in Task 1.2 and 1.3), the more attractive bicycling becomes as a modal option for a larger segment of the population.

The LTS analysis will be performed in GIS under existing and future conditions – delineating the degree of connectivity for both environmental justice populations (disadvantaged communities by income and/or ethnicity) and non-disadvantaged communities based on available demographic and traffic projections from the Census, SBCAG and the City of Goleta.

CONSULTANT shall perform a Level of Traffic Stress (LTS) for the entire City of Goleta street network. The following data inputs and information will be required – most of which will have been collected as part of Task 1.1. Existing and future traffic volumes can be based on existing traffic count data or currently existing City baseline and future travel demand model volumes (i.e., loaded networks). Volumes from the City's citywide travel model can be used for this purpose.

1. Existing and future traffic volumes
2. Roadway network geometric attributes
3. Pedestrian/bicycle facility geometric attributes
4. Intersection control and geometric attributes for accommodating pedestrians and cyclists
5. Presence and width of a parking lane (diagonal, or parallel)
6. On-street parking supply and utilization by time of day.

Using the criteria described in the previous section, an LTS score will be assigned to every segment of the existing roadway network in the City of Goleta. Segments will be defined as sections of roadway that are separated by stop-controlled intersections or changes in roadway characteristics (such as the transition from two to three lanes, or transitions in speed limits). Intersection approaches will be treated as distinct roadway segments due to the specific nature of LTS criteria regarding intersections. Examples of LTS mapping from the City of Lincoln Bicycle Transportation Plan are shown in **Figure 1** and **Figure 2**[1].

The distribution of segment miles by LTS score will be determined and mapped in GIS. Intra-city connectivity "islands" within the low-stress network will be identified (isolated pockets with no low-stress connectivity). These islands dramatically reduce the number and length of potential bicycle route connections within the city.

[1] The Lincoln Bicycle Transportation Plan, 2018 was managed by Jim Damkowitch prior to joining DKS.

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Example of "POIs" connectivity mapping from the City of Lincoln is shown in **Figure 3.** This figure presents POIs within the city (or, "key nodes") that are connected by low stress routes (with low stress routes shown in blue) while some "key nodes" are completely disconnected from each other. (Class I bicycle facilities are included as connections between clusters.). Similar maps of low-stress connectivity will be developed for the City of Goleta.

The effect of the moderate to high stress routes have on bicycle connectivity will be determined by performing network analysis within GIS. For example, CONSULTANT will compute the percent reduction in connectivity between "POIs" resulting from removal of moderate to high stress routes from the network. To estimate the effect of bicycle trip length on connectivity, CONSULTANT shall calculate the shortest bicycle trip distance between key-node locations throughout the city. The average increase in bicycle trip lengths resulting from undue detour will be calculated. To account for any unreasonable assumptions regarding bicycle trip length, the same calculations will be applied to bicycle trips with lengths of 2 miles or less (to represent common trip types and purposes). Measuring bicycle trip length is critical to determining network connectivity for the following reasons:

- While "POIs" may be physically connected by the network, barriers and gaps within the network can substantially increase bicycle trip distances, resulting in significant detour.
- Based on research by the Mineta Institute, circuitous routing of greater than 25% of the baseline distance is considered "undue detour" and will likely result in not using the most direct route or not making the trip by bike at all.
- Additionally, barriers and gaps can completely separate POIs from the surrounding network, making it difficult and unsafe to travel by bicycle.

All percent connected statistics for the low-stress network will be calculated under existing conditions, with freeway crossings identified in the City's General Plan Circulation Element, and the City's proposed top ten (10) priority ped/bike improvements.

- Ped/Bike Access via Safe Routes to School[2]
- Ped/Bike Access to Parks
- Ped/Bike Access to SBMTD Bus Stops
- Ped/Bike Access to Health Facilities
- Ped/Bike Access to Healthy Food (grocery stores)

These tests and resulting connectivity maps and statistics will provide the City an indication of the efficacy of various ped/bike improvements. Based on the LTS and safety analyses, CONSULTANT shall examine all existing planned bikeway improvements and

[2] The first step involves determining what constitutes a Safe Routes to School project. DKS will develop a brief project screening methodology memo to be reviewed by the City. This will include a recommended distance-from-school threshold. National travel survey data indicates that the percentage of students walking to school falls off significantly at a travel distance of one mile or further.

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reassess where the greatest pedestrian/bicycle needs are within the city. CONSULTANT shall coordinate with the City to reevaluate its prioritization of future pedestrian/bicycle projects based on LTS modeling. The LTS mapping will be combined with the collision mapping to correlate the number of bicycle collisions with the high-stress network.

TASK D.5 High Pedestrian or Bicycle Activity Areas: AB43 Applicability

CONSULTANT shall map high pedestrian or bicycle activity areas of the city and identify adjacent roadway segments that are applicable to AB43 Engineering & Traffic Survey based posted speed limit reductions for the City's consideration.

TASK E.1 Technical Memorandum – LTS Documentation

CONSULTANT shall prepare a draft memorandum describing the LTS analysis and how to apply the ArcGIS data layers for future analyses. CONSULTANT will prepare a draft and based on one round of comments a final.

TASK E.2 Planning Commission and City Council Presentations

CONSULTANT shall assist City staff in the presentation to its Planning Commission and/or City Council if desired. Up to two (2) presentations are assumed for budgeting purposes. If more presentations are desired, these can be accommodated on a time and materials basis.

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Figure 1. Example Level of Traffic Stress Map (City of Lincoln)

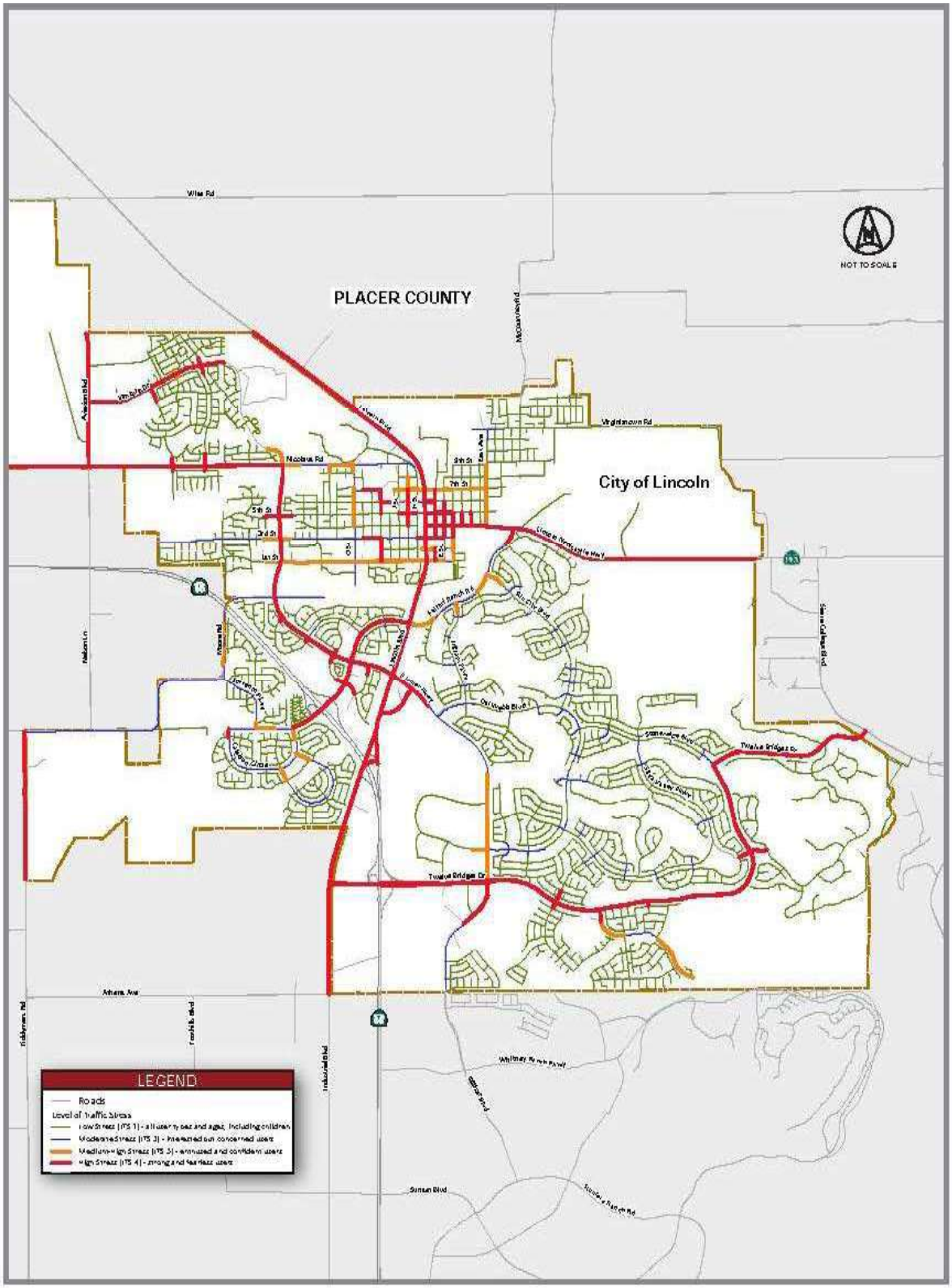

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Figure 2. Example High-Stress Network Map (City of Lincoln)

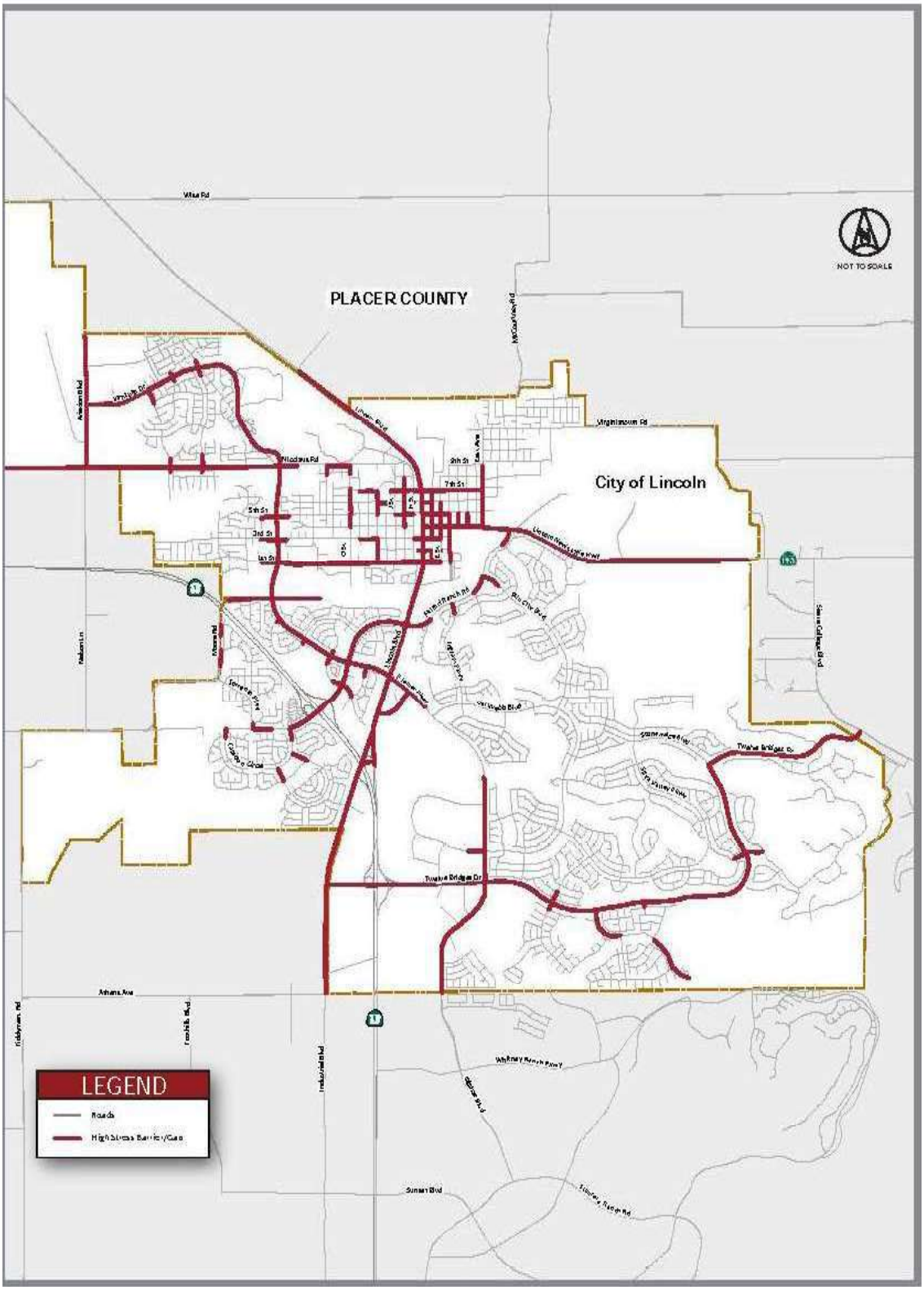

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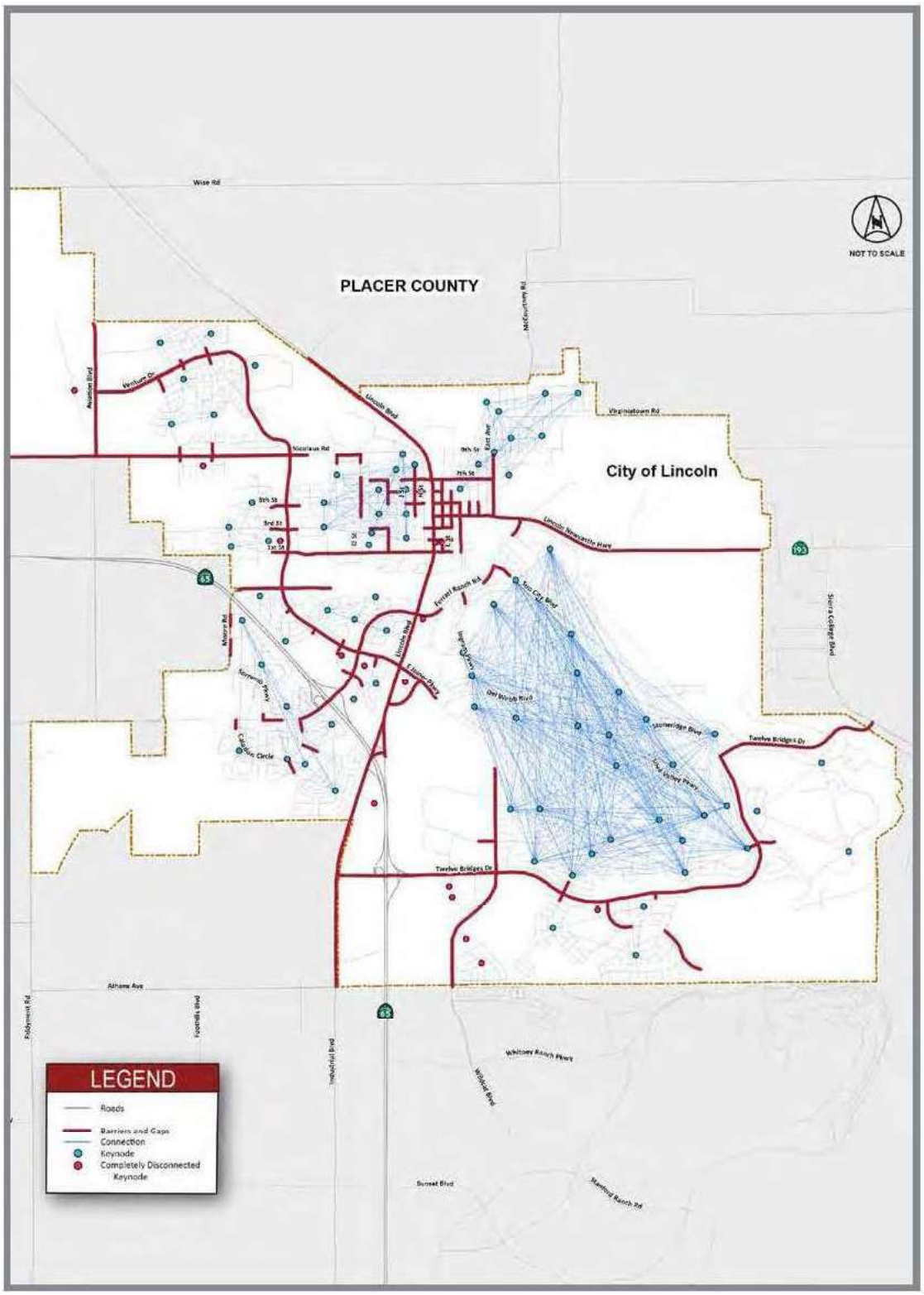
Figure 3. Example Islands of Connectivity Map (City of Lincoln)



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AMENDMENT 2

TASK F. ASSESSMENT OF SANTA BARBARA COUNTY DEVELOPMENTS

TASK F.1 Orchard Development - Traffic Impact Analysis Peer Review

Consultant shall provide a peer review of the Transportation Impact Analysis (TIA) for the proposed "The Orchard" development in a portion of unincorporated County of Santa Barbara, prepared by Stantec Consulting Services, Inc, for the Oak Creek Company in December 2024. Consultant shall perform technical review and prepare a draft memorandum for review by City staff with one round of comments before final submittal.

TASK F.2 Cathedral Oaks Assessment

Consultant shall provide an assessment of Cathedral Oaks Road from Glen Annie Road to Evergreen Drive/Northgate Drive. Provide City staff with information necessary to make informed decision on how County developments adjacent to the City may affect City roadway operating conditions.

Task F.2a: Data Collection

Collect data which reflects existing traffic conditions. As part of previous data collection efforts, turning movement counts from May 2024 at several of the below locations (shown in parentheses) are already collected. For any missing locations, Consultant will collect new intersection turning movement counts on a weekday (Tuesday, Wednesday, or Thursday) during the AM (7-9 AM) and PM (4-6 PM) peak period for the study intersections listed below and will also include pedestrian and bicyclist activity.

The following locations will be counted:

- Cathedral Oaks Road / Glen Annie Road (May 2024)
- Cathedral Oaks Road / Alameda Avenue (May 2024)
- Cathedral Oaks Road / Placer Drive
- Cathedral Oaks Road / King Daniel Lane
- Cathedral Oaks Road / Royal Linda Drive
- Cathedral Oaks Road / Evergreen Drive-Northgate Drive

Additionally, a one-day 24-hour hose count will be conducted to understand the overall vehicle classification and speed on Cathedral Oaks Road.

Task F.2b: Data Analysis

Using the traffic counts collected in Task 1, Consultant shall analyze the existing operations at the study intersections under current 2025 traffic conditions in accordance

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with the 7th Edition Highway Capacity Manual methodologies. This will be performed in the latest version of the Synchro software package (currently v12). Consultant will also assess corridor operations, comparing the ADT with standard volume ranges to determine the cross-sectional needs.

Task F.2c: Future Forecasting

Using the recently updated and validated Goleta Travel Model, forecast volumes will be developed consistent with NCHRP *Report 765, Analytical Travel Forecasting Approaches for Project-Level Planning and Design*, 2014. This method includes adding the model difference between the base year (2024) and 2050 future year (reflecting the City's build-out) to the existing turning movement counts at study intersections (conducted for this study) and calculating future adjusted turning movements using the hierarchy of methodologies (difference method, ratio method, etc.) where applicable. After the appropriate methods are employed, a review of forecasted volumes for quality control/quality assurance will be completed.

Task F.2d: Future (2050) Conditions Analysis

Using the traffic models developed in Task F.2b, Consultant shall analyze the Future operations at the study intersections under the Baseline traffic conditions. Future funded roadway projects will be incorporated in the future Baseline scenario. Results will include delay/LOS, ICU, and 95th percentile queue length. Additionally, we will compare forecasted ADT with standard volume ranges to determine the cross-sectional needs.

Task F.2e: Documentation

Consultant shall document the findings of the analysis in a draft memorandum for review by City staff with one round of comments before final submittal.

TASK F.3 Glenn Annie Golf Course Residential Development

Consultant shall provide an assessment of Glenn Annie Golf Course residential development in a portion of unincorporated County of Santa Barbara. The intent of this study is to provide City staff with information necessary to make an informed decision on how County developments adjacent to the City may affect City roadway operating conditions.

Task F.3a: Data Collection

Consultant shall collect data which reflects existing traffic conditions. As part of previous data collection efforts, turning movement counts from May 2024 at several of the below locations (shown in parentheses) are already collected. For any missing locations, Consultant will collect new intersection turning movement counts on a weekday (Tuesday,

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Wednesday, or Thursday) during the AM (7-9 AM) and PM (4-6 PM) peak period for the study intersections listed below and will also include pedestrian and bicyclist activity.

The following locations will be counted:

- El Colegio Road / Storke Road
- Phelps Road / Storke Road
- Hollister Avenue / Storke Road (2024)
- US 101 SB Ramp / Storke Road (2024)
- US 101 NB Ramp / Glenn Annie / Calle Real (2024)

Additionally, a one-day 24-hour hose count will be conducted on Storke Road between Phelps Road and Whittier Road to understand the overall vehicle classification and speed on Stork Road.

Task F.3b: Data Analysis

Using the traffic counts collected in Task 1, Consultant shall analyze the existing operations at the study intersections under current 2025 traffic conditions in accordance with the 7th Edition Highway Capacity Manual methodologies. This will be performed in the latest version of the Synchro software package (currently v12). We will also assess corridor operations, comparing the ADT with standard volume ranges to determine the cross-sectional needs.

Task F.3c: Future Forecasting

Using the recently updated and validated Goleta Travel Model, forecast volumes will be developed consistent with NCHRP *Report 765, Analytical Travel Forecasting Approaches for Project-Level Planning and Design*, 2014. This method includes adding the model difference between the base year (2024) and 2050 future year (reflecting the City's build-out) to the existing turning movement counts at study intersections (conducted for this study) and calculating future adjusted turning movements using the hierarchy of methodologies (difference method, ratio method, etc.) where applicable. After the appropriate methods are employed, a review of forecasted volumes for quality control/quality assurance will be completed.

Task F.3d: Future (2050) Conditions Analysis

Using the traffic models developed in Task F.3b, Consultant shall analyze the Future operations at the study intersections under the Baseline traffic conditions. Future funded roadway projects will be incorporated in the future Baseline scenario. Results will include delay/LOS, ICU, and 95th percentile queue length. Additionally, we will compare forecasted ADT with standard volume ranges to determine the cross-sectional needs.

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Task F.3e: Documentation

Consultant shall document the findings of the analysis in a draft memorandum for review by City staff with one round of comments before final submittal.

TASK F.4 Access Sensitivity Testing Area East of SR 217

Consultant shall provide an assessment of potential access scenarios related to the Orchard, Caird 1, 2, 3, Ekwill, Scott, and other "rezoned" County development projects adjacent to the City of Goleta. The intent of this study is to provide City staff with information necessary to make an informed decision on how alternative access plans for County developments adjacent to the City will interface with City of Goleta roadway infrastructure and roadway operating implications of a given alternative access plan.

Task F.4a: Data Collection

Consultant shall collect data which reflects existing traffic conditions. As part of previous data collection efforts, turning movement counts from May 2024 at several of the below locations (shown in parentheses) are already collected. For any missing locations, Consultant will collect new intersection turning movement counts on a weekday (Tuesday, Wednesday, or Thursday) during the AM (7-9 AM) and PM (4-6 PM) peak period for the study intersections listed below and will also include pedestrian and bicyclist activity.
.
No new data collection is anticipated for this task.

Task F.4b: Data Analysis

Consultant shall analyze the existing operations at the study intersections under current 2025 traffic conditions in accordance with the 7th Edition Highway Capacity Manual methodologies. This will be performed in the latest version of the Synchro software package (currently v12). We will also assess corridor operations, comparing the ADT with standard volume ranges to determine the cross-sectional needs.

Task F.4c: Future Forecasting

Using the recently updated and validated Goleta Travel Model, forecast volumes will be developed consistent with NCHRP *Report 765, Analytical Travel Forecasting Approaches for Project-Level Planning and Design*, 2014. This method includes adding the model difference between the base year (2024) and 2050 future year (reflecting the City's build-out) to the existing turning movement counts at study intersections (conducted for this study) and calculating future adjusted turning movements using the hierarchy of methodologies (difference method, ratio method, etc.) where applicable. After the

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appropriate methods are employed, a review of forecasted volumes for quality control/quality assurance will be completed.

Task F.4d: Future (2050) Conditions Analysis

Using the traffic models developed in Task F.4b, Consultant shall analyze up to three access scenarios for Future operations at the study intersections under the Baseline traffic conditions. Future funded roadway projects will be incorporated in the future Baseline scenario. Results will include delay/LOS, ICU, and 95th percentile queue length. Additionally, we will compare forecasted ADT with standard volume ranges to determine the cross-sectional needs.

Task F.4e: Documentation

Consultant shall document the findings of the analysis in a draft memorandum for review by City staff with one round of comments before final submittal.

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

This **Amendment No. 1** to the Professional Services Agreement by and between the **City of Goleta**, a municipal corporation ("City") and **DKS ASSOCIATES, INC,** a California Corporation ("Consultant") dated August 20, 2024 ("Agreement," Agreement No. 2024-091) is made on this 21st day of January 2025.

SECTION A. RECITALS

1. This Agreement is for the professional services in conjunction with the 2024 Development Impact Fee Nexus Study and Traffic Model Update; and

2. The Agreement currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed $275,700; and

3. The parties desire to amend the Agreement so as to provide for additional compensation in the amount of $70,000 for additional tasks; 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. City Council approved this Amendment No. 1, on this 21st day of January 2025.

SECTION B. AMENDED TERMS

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

For additional money:

1. **Subsection (a) of Section 3. <u>COMPENSATION AND PAYMENT</u>** of the Agreement is amended to add an additional authorized amount of $70,000 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 $<u>345,700</u> (herein "not-to-exceed amount") and shall be earned as the work progresses.

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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 December 31, 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

Signed by:
Robert Nisbet
Robert Nisbet, City Manager

CONSULTANT

Signed by:
John Bosket
John Bosket, PE, Vice President

ATTEST:

DocuSigned by:
Deborah Lopez
Deborah Lopez, City Clerk

DocuSigned by:
Jim Dankowitch, Principal

APPROVED AS TO FORM:
ISAAC ROSEN, ACTING CITY ATTORNEY

Signed by:
Scott Shapses
Scott Shapses, Deputy City Attorney

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EXHIBIT A-1

A. GOLETA TRAVEL MODEL UPDATE

Task A1. Full upgrade to latest VISUM software version

Task A.1.1 Import Model into Latest Software Version

CONSULTANT shall import the Goleta Travel Model into the latest version of VISUM.

Task A.1.2 Properly Execute GP-1, GP-7, Current DIF Model

CONSULTANT shall execute the CITY's latest DIF Baseline and Forecast model. Volume difference plots shall be generated to verify stable results relative to the previous PTV VISUM-16 software version. If stable results are not generated by the most recent software version CONSULTANT shall continue to use VISUM Version 16.

Task A2. Update Signal Timing Plans (new or modified intersections since 2015)

Task A.2.1 Identify Need to Update Signal Timing Plans for CITY/County Intersections

For new or modified signal timings post 2015, the CITY shall provide CONSULTANT the signal timing plans for CITY owned and operated signalized intersections currently included or planned for incorporation in the model network. CONSULTANT shall coordinate with the County of Santa Barbara for signals within the CITY's modeling domain but which are operated by the County that have new or modified signal timings since 2015. The number of intersections requiring new or revised signal timings is assumed to be less than 10 for budgeting purposes.

Task A.2.2 Code Intersections Modified Post-2015

After receipt of all new or modified signal timing plans, CONSULTANT shall code/update the model intersection signal timings of up to ten (10) intersections identified in sub-task A.2.1.

Task A3. Re-examine Zone and Network Detail

Task A.3.1 Review TAZ Structure

CONSULTANT shall review the shape file of the existing model zone structure. CONSULTANT shall coordinate with the CITY to refine TAZ boundaries where appropriate. Although no boundary changes are anticipated, CONSULTANT shall

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coordinate with the CITY where new development has occurred since 2015 or anticipated new growth may dictate re-examination for the need to split TAZs.

Task A.3.2 Review Network and Connector Detail

CONSULTANT shall review all model network attribute information. This includes: link type, directionality, number of lanes, capacity, length, design speed and link delay coefficients. Node attributes shall also be reviewed including intersection type, node capacity factors, node capacity, special delay links, turn penalties, node delay coefficients, base delay, intersection geometry and signal timing (see Task 2). Link and node attributes shall be systematically checked to current Goleta Model coding conventions for consistency.

The need for additional network detail (i.e., coding minor new development access roadways and/or collector and local streets currently not reflected in the model network) shall be determined and coded in coordination with the CITY modeling conventions. Given the maturity of the Goleta model network and minimal roadway network infrastructure improvements in the CITY since 2015, the amount of new or revised network coding is not anticipated to be significant.

Task A.3.3 Coordinate with CITY on Model Zone and Network Modifications

CONSULTANT shall review the TAZ zone connectors. The number of zone connectors and the zone loading percentages (multi-point assignment) shall be reviewed relative to actual development driveway and network access characteristics. Where growth has occurred since 2015 or new growth is planned CONSULTANT shall determine if modifying zone connectors or loading is considered appropriate. If so, CONSULTANT in coordination with the CITY shall code these connector changes based on the CITY's standard modeling conventions.

Task A4. Update Baseline Land Use

Task A.4.1 Update CITY Land Use

It is not anticipated that any new land use categories will be added to the model.

CONSULTANT shall update the Goleta Model's current 2015 baseline land use to reflect a 2024 baseline. This shall entail working closely with the CITY to confirm what pending and approved development projects have been constructed and occupied within the CITY since 2015. To facilitate this task, the complete Existing Plus Approved and Pending (EPAP or Cumulative) development list submittals that the CITY regularly tracks its' development permits shall be provided to CONSULTANT.

Task A.4.2 Update Non-CITY Land Use

CONSULTANT shall coordinate with the County of Santa Barbara and the CITY of Santa Barbara to update the non-CITY TAZ baseline land use in a similar fashion as sub-task A.4.1.

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Task A.4.3 Update External Gateways

CONSULTANT shall reassess the external assumptions of the baseline model (i.e., I-X, X-I, X-X trips). These include, but are not limited to, US 101 (north-south), SR 154, Cathedral Oaks/SR 192, and Hollister Avenue. Although driven by land use growth, external assumptions (model domain gateways) are reflected as vehicle trips. The most recent traffic count data recorded at the model external stations (2023-24) shall be reviewed and considered relative to the 2013-15 external traffic counts currently resident in the baseline model and adjusted as appropriate. CONSULTANT shall also review SBCAG's regional travel demand model 2050 model assignments at all gateways entering/existing the CITY to gauge assumed future growth at each of the CITY's gateways relative to historical growth rates.

Task A5. Development of 2024 AM/PM Peak Hour Assignment Baseline Model

Task A.5.1 Update Trip Generation Factors

CONSULTANT shall update the AM and PM peak hour models based on ITE (11th Edition) trip generation rates. Factors used to separate trips by trip purpose and by origin and destination (ins and outs) shall be checked relative to NCHRP 365 (the update to NCHRP 187 used to factor the current model).

Task A.5.2 Calibrate Model Parameters

Traffic counts collected in May 2024 shall be coded into the Goleta Travel Model to establish the baseline validation data set.

The need to adjust the ITE rates shall be based on an iterative calibration procedure. Up to fifteen (15) model runs shall be applied to test rate adjustments that yield the best model fit with 2024 traffic counts. Based on these updated trip generation rates, the AM and PM peak hour productions and attractions shall be balanced. Disaggregation of external trips by trip purpose shall be checked and added to the internal trips origin and destination sums by trip purpose for balancing during calibration.

Task A6. AM/PM Peak Hour Baseline Model Validation

Task A.6.1 Static Validation

CONSULTANT shall perform a full AM and PM peak hour validation for the CITY of Goleta VISUM Travel Model. The proposed validation methods shall include:

Static Validation

- Screenline Analysis Validation
- Functional Class (Road Type) Validation
- Correlation Statistics

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Each of the validation methods shall be based on the AM and PM peak hour validation counts provided by the CITY. For non-CITY roadways, AM and PM peak hour counts shall be harvested from the County's traffic count data base and/or from the Goleta Valley Model.

The static validation for the AM and PM Peak Hour Travel Model shall include screenline validation, link-based validation by functional class, and correlation statistics. Each of these validation checks are described below. Nine validation screenlines have historically been used for validation of the CITY's travel model. These nine screenlines shall be retained for the baseline model update. State and federal model validation guidelines suggest that total model-estimated traffic across a screenline to be no more than ten percent different from the total traffic counts.

The standard FHWA and Caltrans travel forecasting guidelines recommend validation criteria based on a comparison of total model volumes and traffic counts on various facility types, including:

- Freeways
- Principal Arterials
- Collectors
- Frontage Roads
- Local Roads

Model network links shall be stratified by functional classification, along with a detailed inventory of the number of links, how many of these links have associated validation counts, and the percent error between the actual counts and model predictions. The state guidelines dictate that each functional class should achieve below the desired % error.

Correlation Statistics

The standard FHWA and Caltrans travel forecasting guidelines recommend a correlation between model estimates and counts of 0.88 or more. State guidelines also include a correlation curve with a recommendation that 75 percent of daily link volume estimates compared to counts fall within the curve.

Task A.6.2 Dynamic Validation

Dynamic validation methods provide valuable feedback into the accuracy and consistency of the travel model and its behavior. CONSULTANT shall perform several dynamic validation exercises to ensure that the model properly responds to changes in inputs, i.e., that the magnitude and direction of model behavior makes sense. Such exercises shall include:

- Add a link
- Delete a link
- Change link speeds
- Change link capacities
- Add 100 households to a TAZ
- Add 1,000 households to a TAZ

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For the CITY of Goleta Travel Model dynamic validation, CONSULTANT proposes the following dynamic validation exercises:

- addition and deletion of housing units within highest populated areas of the CITY;
- addition and deletion of the number of employees at one or two high employment centers; and,
- a hypothetical bypass shall be coded.

These dynamic validation tests shall be developed in consultation with the CITY. CONSULTANT shall develop a technical memorandum which shall describe the static and dynamic validation process and results.

Task A7. CITY of Goleta Model Update Report

Task A.7.1 Administrative Draft Plan

CONSULTANT shall develop a single unified model development report describing each step of the baseline model update process. This administrative draft report shall be submitted to the CITY for comments.

Task A.7.2 Final Plan

After receipt of a single round of unified comments from the CITY, the Consultant shall address the comments and modify the draft report as appropriate for final submittal to the CITY.

Product: Final Model Update Report and Updated Model Files (Baseline Model).

TASK B. GOLETA FACILITIES FEE STRUCTURE TECHNICAL APPROACH

Task B.1. Review of Existing CITY Fee Program and Legislative Changes

Task B.1.1 Review Existing Program

CONSULTANT shall plan to update all four development impact fees documented in the previous update (transportation, general public facilities, library, and parks and recreation). The CONSULTANT Team shall review the CITY's existing Fee Program. Since the previous update was performed by the CONSULTANT Team this effort shall be expedited. It shall include review of the Ordinance and other available documentation, CITY Council actions, and the CITY's administration of the program.

The CONSULTANT Team shall coordinate with CITY staff to identify areas of the Facilities Fee Program and/or its administration that are considered inefficient or problematic. These issues shall be specifically targeted for improvement by this revision. The CONSULTANT Team shall work with CITY staff to identify known deficiencies or concerns.

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Task B.1.2 Review Legislative Changes

Given the passage of AB 602, CONSULTANT shall implement modifications of the existing program to comply – particularly for residential fees which now must be based on floor area versus by unit. AB 602 also addresses ADUs and modifies the public review process for fee updates.

Task B.2. Land Use and Growth Assumptions

CONSULTANT shall use the CITY's General Plan build-out land use to provide the basis for the land use assumptions and development forecasts to be used to estimate future facility needs and cost allocations. It shall consist of the following sub-tasks:

Task B.2.1 Time Horizon

A 2050 forecast horizon shall be used for the Facilities Fee Update. A 2050 forecast horizon is consistent with the planning horizon developed for the CITY's General Plan Update preferred land use scenario. It is also consistent with SBCAG's RTP/SCS planning horizon and the CITY's updated travel demand model forecast horizon. A planning horizon of 2050 is considered long enough to plan for long-term infrastructure needs, yet short enough to represent reasonably anticipated growth based on current land use policy.

Given that the updated Goleta Model (see Task A) is based on a 2024 baseline year, the baseline year of 2024 shall be considered for this fee update. Although selecting the most current year as baseline is typically desired, a baseline year gap of several years should not be considered problematic as development growth within that span can be easily tracked and accounted/controlled for using the CITY's Cumulative Land Use Development tracking.

Task B.2.2 Land Use Assumptions

The CONSULTANT Team shall review the existing Facilities Fee land use categories for which the fee shall be calculated and make recommendations if these should be revised. The CONSULTANT Team shall define the operative land use assumptions, such as persons per household and employees per square foot, to be used to forecast growth and facility demand.

Task B.2.3 Growth Forecasts

Once the land use categories and assumptions are defined, the CONSULTANT Team shall prepare a growth forecast for each land use category. The CITY's General Plan preferred land use forecast shall serve as the foundation of this analysis. A key task shall be addressing amendments to the General Plan or the zoning code that would allow different development types to develop is specific areas that was not envisioned when the General Plan was adopted in 2006.

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CONSULTANT shall make a key land use assumption for the non-CITY of Goleta areas of the Goleta Modeling domain. This assumption shall have an effect on total travel demand and influence to varying degrees the fair share estimates at specific locations/improvements. CONSULTANT shall coordinate with the CITY, County and CITY of Santa Barbara regarding the appropriate land use assumptions for these areas.

Product: Draft and Final Land Use Assumptions and Projections Memoranda

Task B.3 Transportation Analysis

The CONSULTANT Team shall coordinate with CITY to perform the transportation analysis needed for the Facilities Fee Program update.

The updated Goleta Travel Model, in conjunction with updated demand projections, shall provide critical components of the Facilities Fee Program nexus analysis, including: defining the CITY network; allocating travel demand among land uses and between new, existing, and external development; determining existing deficiencies; and selecting capital improvements for fee funding. Although traffic counts shall determine existing/baseline operations for the fee update, the future year AM/PM Peak Hour Goleta Model shall be applied to generate the future year volume sets to determine future year operations (baseline model runs are scoped as part of Task A).

The land use projections and ITE vehicle trip generation information shall provide the basis for estimating the growth in Dwelling Unit Equivalents (DUEs). The percentage growth in DUE's can be considered when establishing the fair share for the asset-based non-transportation impact fees (i.e., general public facilities, library, and parks and recreation, bicycle facilities).

Product: Technical Memorandum including traffic model specifications and analysis needed to support impact fee program update.

Task B.4. Capital Improvement Program

The CONSULTANT Team shall work with CITY staff to update the current list of capital improvements as well as existing public facility inventories for the three non-transportation impact fees. This final updated list and their corresponding costs covered in full or in part by the Facilities Fee Program update shall be provided to CITY in an Excel database format. These tasks include the following:

Task B.4.1 Asset and Deficiency Assessment

For the transportation fee, CONSULTANT shall use CITY's ADT Thresholds and Intersection LOS standards and design standards to define specific goals related to traffic levels and facility design within the CITY Program network. Service and design standards shall facilitate decisions regarding the type, location, and level of improvements needed. They will also help allocate costs between new and existing development, an important

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determination, as improvements needed to correct existing deficiencies must be funded with other sources.

For the three non-transportation fee the CONSULTANT Team shall evaluate existing and planned facilities needs to develop the most appropriate level of service policy for the nexus analysis. The CONSULTANT Team shall coordinate with CITY staff to tier from the prior update assumptions and data on existing facilities to be included in the nexus analysis. This evaluation shall again include consideration of the statutory level of service standard associated with a Quimby parkland dedication in-lieu fee.

Task B.4.2 Identify Facility Fee Program Projects

The designation of improvements to CITY facilities shall be identified consistent with AB 1600 requirements and consistent with the existing and future deficiency analysis as applicable. The CONSULTANT Team shall seek assistance from CITY staff to identify planned improvements for the three non-transportation impact fees.

Product: Technical memorandum identifying the basis for project selection and Facility Fee Program projects.

Task B.4.3 Develop Capital Cost Estimates

Updated improvement costs to previously identified improvements carried forward as part of this update shall be provided to CONSULTANT by CITY. For the costing of new or redefined improvements, the CONSULTANT Team shall incorporate all planning level cost estimates developed by the CITY or its consultants performing this CIP costing task.

Product: Draft and Final Capital Improvement Program

Task B.4.4 Identify Funding Requirements and Sources

The CONSULTANT Team shall match the capital improvements described above with their anticipated or expected funding sources. Projects with designated funding sources shall generally not be included in the Facility Fee Program calculations. CONSULTANT, in consultation with the CITY, shall identify all other "discretionary" funding sources, including Federal, State, and local funds. Revenue information provided by the CITY as part of SBCAG's RTP/SCS financial constrained assessment shall provide an obvious starting point for such an analysis. The total discretionary and non-discretionary funding amounts shall be deducted from the total of the cost estimates to determine the net funding gap for purposes of the Facilities Fee Program calculation.

Revenues already encumbered from the previous Facilities Fee Program or developer contribution requirements shall likely be considered part of the funding pool and shall be deducted from total Facility Fee Program cost estimates. It will be necessary to avoid "double-charging" for individual improvement projects.

Product: Cost and Funding Alternatives Memoranda

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Task B.5. Cost Allocation Methodology

CONSULTANT Team shall allocate the total cost of the planned improvements using nexus calculations derived from the traffic model. For the three non-transportation impact fees, the CONSULTANT Team shall allocate costs based on service population including residents and workers. Workers will be weighted relative to residents to reflect relative differences in service demand for each type of facility.

Task B.5.1 Allocation Between New, Existing, and External Development

CONSULTANT shall review each capital project developed in Task 4.2 to determine the proportion attributable to existing deficiencies and the portion to future growth. For the transportation fee, this calculation shall be based on the service standards documented in Task 4.1 and trip generation estimates derived from the traffic model and demand projections. For the three non-transportation fees costs shall be allocated per capita based on service population. It will be important not only to establish nexus in terms of a "relationship" but also to ensure that the portion of the cost allocated to new growth is reasonable and based on demonstrated need or demand for services. Only the portion of costs attributable to new growth within the city since the Facility Fee Program's inception shall be included in the program update.

Task B.5.2 Allocation by Land Use

CONSULTANT shall also distribute the total costs of each improvement among each of the land use types specified in Task 2.2 based on their relative demand for each improvement. The analysis shall abide by legally defensible nexus standards per AB1600.

Task B.5.3 Allocation by Jurisdiction (UCSB/County/CITY of Santa Barbara)

CONSULTANT shall prepare a Cost Allocation Memoranda. For purposes of this analysis, the following sub-areas have been previously identified based on the Goleta Travel Model TAZ structure:

1. City of Goleta TAZs;
2. Non-City TAZs; and,
3. External Zone TAZs.

These three areas are the operative geographic units for determining developer fees. New development and the resulting trip growth associated with the City of Goleta TAZs determine the fees while trips associated with Non-City and External TAZ growth do not.

For information purposes, the Goleta Travel Model has been further divided into the following sub-geographies:

- City of Goleta – Old Town Area;
- City of Santa Barbara – Old Town Area;
- County of Santa Barbara – Old Town Area;

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- City of Santa Barbara – Airport Master Plan Area;
- City of Santa Barbara – Airport Community Plan Area (same as Old Town Area);
- City of Santa Barbara – East Goleta Valley; and,
- University of California at Santa Barbara (UCSB)

Trips associated with new development planned within these sub-areas were analyzed to determine the fee implications associated with inter-jurisdictional travel demand. These geographies are shown in **Figure 1**. TAZ to Planning Area correspondence tables are available for files for analysis.

Select link (Flow Bundle) analysis shall be performed to determine the fair share contribution of trips associated with these jurisdictions and sub-areas and specifically new development within these jurisdictions and sub-areas.

Product: Draft and Final Cost Allocation Memoranda

Task B.6. Preliminary Fee Calculation

Task B.6.1 Preliminary Fee Schedule

Based on the cost allocation and growth assumptions described above, the CONSULTANT Team shall develop a preliminary fee calculation for each land use. Specifically, the total improvement costs shall be divided by the expected growth in each land use category. The CONSULTANT Team shall summarize the impact fees by area for each land use for review by CITY. This preliminary fee calculation is designed to elicit input regarding the amount, scope, and incidence of the fees calculated.

Per AB 602 (effective July 1, 2022), residential fees must now be expressed on a per square foot basis rather than by unit. In addition, SB 13 provides screening criteria for ADU housing developments. The CONSULTANT Team shall coordinate with the CITY to address both AB 602 and SB 13 as part of this facilities fee update.

Task B.7. Final AB1600 Fee Calculation

Task B.7.1 Final Fee Schedule

The CONSULTANT Team shall update the preliminary impact fee schedule based on the input derived from the work conducted in Task 6. For example, the preliminary fee calculation methodology may be revised to incorporate changes in the amount, scope, or incidence of the fees.

The annual fee adjustment process shall also be examined. The CONSULTANT Team can evaluate the various indices used to adjust fees from year to year.

Product: Draft and Final Program Schedule

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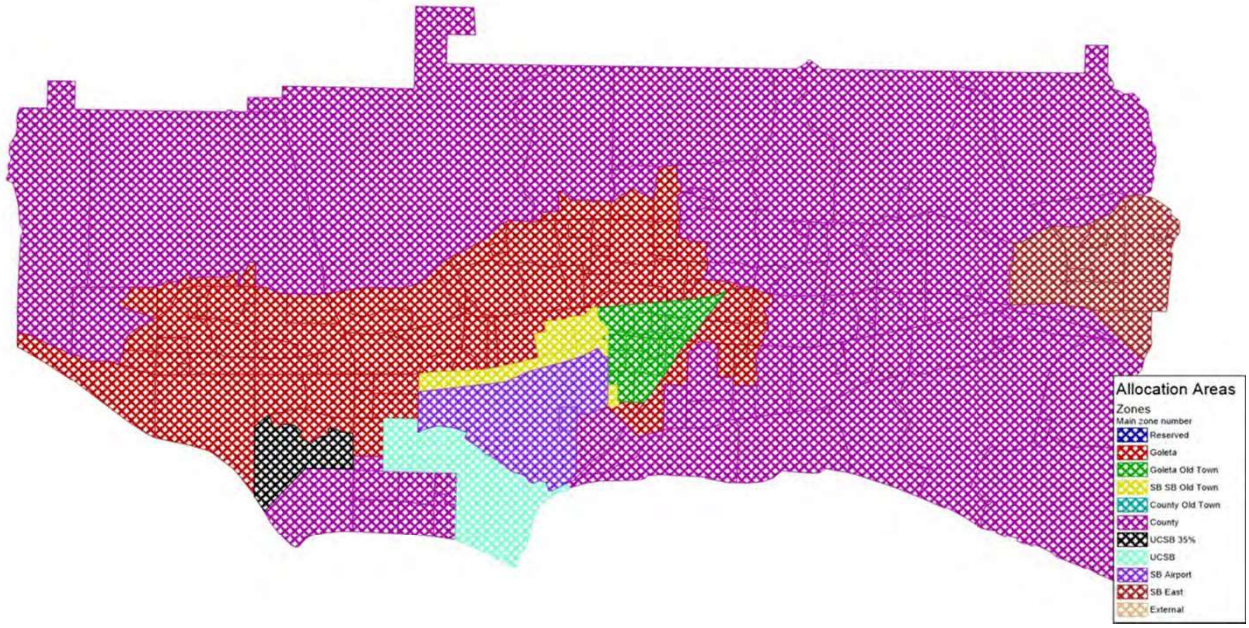
Task B.8. Draft and Final Facility Fee Program Technical Report

Task B.8.1 Draft Facility Fee Program Nexus Report

The CONSULTANT Team shall prepare a Technical Report that documents the assumptions and methodology and establishes the legally required nexus for creating the revised Facility Fee Program. The report shall be prepared in accordance with the Mitigation Fee Act (AB1600), as recorded in California Government Code Section 66000-66008. The Report shall also identify alternative funding sources that may be applicable to offset costs of required transportation improvements. The report shall include copies of all data, models, mapping, and other materials used in the analysis. The CONSULTANT Team shall first prepare an Administrative Draft Technical Report for CITY review before preparing a Draft Technical Report for broader circulation and review.

Figure 1 Goleta Travel Model Sub-Areas



Source: Goleta Development Impact Fee Program Update, Appendix A: Traffic Needs Analysis.

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Task B.8.2 Final Facility Fee Program Nexus Report

Based on comments received on the draft report, the CONSULTANT Team shall submit a Draft Final Technical Report. The Final Technical Report shall be written so as to be easily understood by non-technical readers. The purpose is to provide a user-friendly documentation of the Facilities Fee Program structure and its basis.

Product: Administrative Draft and Draft Final Program Technical Report

Task B.9. Revise Impact Fee Program Ordinance and/or Resolutions

Task B.9.1 Draft Facility Fee Program Ordinance and/or Resolutions

Revision of the existing program Ordinance may be needed to maintain a fee program that can be sustained over many years, and one that will meet the needs of a growing CITY. The CONSULTANT Team shall review the Ordinance and/or resolutions, with input from CITY, and prepare updates based on the findings of all previous tasks.

Task B.9.2 Final Facility Fee Program Ordinance and/or Resolutions

Based on internal CITY input and comments on recommended draft changes to the program Ordinance (if any), the CONSULTANT Team shall finalize the Ordinance.

The CITY recognizes that the CONSULTANT Team does not have legal expertise and that any modifications proposed by the CONSULTANT Team must be reviewed and revised by CITY Legal Counsel.

Product: Draft and Final Program Ordinance and/or Resolution Revisions

Task B.10. Planning Commission and CITY Council Presentations

Task B.10.1 Preparation of Presentation Materials (PPT - Support Staff Reports)

The CONSULTANT Team shall support CITY staff to prepare presentation materials (i.e., staff report support and PowerPoint presentations) for both the CITY's Planning Commission and its CITY Council.

Task B.10.2 Commission and Council Presentations (2 Meetings)

If desired, the CONSULTANT Team shall attend these meetings and participate in the presentations. Two in-person meetings total are assumed for budgeting purposes (one each). If additional commission or council meetings are desired, additional budget shall be needed on a time and materials basis.

Product: Staff Report text and PPT presentations, participation in presentations.

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TASK C. PROJECT MANAGEMENT

Task C.1.1 Schedule

CONSULTANT shall coordinate with the CITY prior to work being performed on the anticipated schedule for completing key interim deliverables and the DIF update.

Task C.1.2 Project Management Meetings

The CONSULTANT Team shall regularly meet with CITY staff during the update of the Goleta Travel Model and development of the DIF update. It is anticipated that 6 check-in meetings shall be required during the model update and 24 check-in meetings shall be desired during the DIF update.

Task C.1.3 Monthly Progress Reports and Invoices

CONSULTANT shall prepare monthly progress reports as part of its regular invoicing.

Task C.1.4 Meeting Short-Term Action Lists

CONSULTANT shall prepare a Short-Term Action list that shall serve as the agenda and minutes for the Project Management Meetings (Task C).

AMENDMENT 1

TASK D.1 Existing Infrastructure/Facilities Inventory and Mapping

CONSULTANT shall examine the City's existing inventory of infrastructure data and GIS resources. Where gaps exist, CONSULTANT shall use a combination of field reconnaissance, windshield surveys, and on-line resources (e.g.. Google Earth Pro, Google Maps Streetview) to fill gaps. The following attributes will be mapped in GIS.

- Roadway network geometric attributes (number of lanes; lane width; shoulder width; posted speed limit);
- Pedestrian/bicycle facility geometric attributes including: Class I, II, III, IV bikeways (as applicable), bikeway signage, sidewalks, paths, bicycle storage racks, lockers, mid-block crosswalks street markings; controlled mid-block pedestrian crossings (HAWKs RFBs etc.), ADA ramps.
- Intersection control and geometric attributes for pedestrian and bicycle storage and crossings.
- Safe routes to schools.

TASK D.2 City-wide Origins and Destinations

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CONSULTANT shall coordinate with the City to identify key origins and destinations throughout the city. We will prepare a land use map showing key Points of Interest (POI) including residential neighborhoods, schools, hospitals, elder care facilities, major employers, shopping centers, transit stops and hubs etc.

The City already provides bicycling and walking connections to some of these POIs. We also understand that regional connections to POIs outside the City should be considered.

While many of Goleta's existing sidewalks and bicycle facilities connect to key destinations, nearby higher-stress crossings and segments may discourage bicycle and pedestrian access. The ultimate goal will be to develop a "low-stress" pedestrian/bicycle network that serves as many POIs as possible (see Task 1.4 for a description of Traffic Level of Stress analysis i.e., needs assessment).

First-mile/last-mile connections to and from bus stops are critical. Santa Barbara Metropolitan Transit District (SBMTD) provides local transit service to many parts of the City, as well as surrounding unincorporated areas and to the cities of Santa Barbara and Carpinteria. The Clean Air Express provides regional prescription service between the City of Goleta and north County and Ventura County. CONSULTANT shall prepare a map and description of existing transit stops and stations for intermodal connectivity.

TASK D.3 Accident and Safety Analysis and Mapping

Pedestrian/bicycle low-stress connectivity will be evaluated relative to pedestrian/bicycle-vehicle collision history using the most recent five years of SWITRS data. This traditional hot-spot analysis will identify locations in the bicycle network that have historically exhibited safety issues for cyclist. All pedestrian and bicycle collision data will be stratified by collision type, collision severity, collision factor and mapped in GIS. Heat maps will also be developed to illustrate and delineate areas or corridors of the city where pedestrian and/or bicycle collisions are most prominent. Based on this information, a systemic safety analysis approach will be performed that will map the degree of "risk" associated with the infrastructure characteristics within the city. High-risk locations or corridors which may or may not have any collision history, will be identified and considered for improvements. Both collision and risk mapping will be performed relative to disadvantaged and non-disadvantaged communities to determine if the disadvantaged communities in the city exhibit disproportionately poorer accessibility to the low-stress active transportation network and are therefore at greater safety risk than the non-disadvantaged communities.

TASK D.4 Points of Interest (POI) Connections Inventory and Mapping

The pedestrian/bicycle needs assessment will be based on a connectivity analysis using Level of Traffic Stress (LTS) analysis developed by the Mineta Transportation Institute and described in the *Low-Stress Bicycling and Network Connectivity* report. LTS analysis provides thresholds of cyclist tolerance for on-street bicycle facilities as determined by

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the roadway conditions of the shared route. The ultimate goal is to improve the overall connectivity of the low-stress bicycle network. The greater the access to the low-stress network and the greater number of origin and destination pairs it serves (POIs as established in Task 1.2 and 1.3), the more attractive bicycling becomes as a modal option for a larger segment of the population.

The LTS analysis will be performed in GIS under existing and future conditions – delineating the degree of connectivity for both environmental justice populations (disadvantaged communities by income and/or ethnicity) and non-disadvantaged communities based on available demographic and traffic projections from the Census, SBCAG and the City of Goleta.

CONSULTANT shall perform a Level of Traffic Stress (LTS) for the entire City of Goleta street network. The following data inputs and information will be required – most of which will have been collected as part of Task 1.1. Existing and future traffic volumes can be based on existing traffic count data or currently existing City baseline and future travel demand model volumes (i.e., loaded networks). Volumes from the City's citywide travel model can be used for this purpose.

1. Existing and future traffic volumes
2. Roadway network geometric attributes
3. Pedestrian/bicycle facility geometric attributes
4. Intersection control and geometric attributes for accommodating pedestrians and cyclists
5. Presence and width of a parking lane (diagonal, or parallel)
6. On-street parking supply and utilization by time of day.

Using the criteria described in the previous section, an LTS score will be assigned to every segment of the existing roadway network in the City of Goleta. Segments will be defined as sections of roadway that are separated by stop-controlled intersections or changes in roadway characteristics (such as the transition from two to three lanes, or transitions in speed limits). Intersection approaches will be treated as distinct roadway segments due to the specific nature of LTS criteria regarding intersections. Examples of LTS mapping from the City of Lincoln Bicycle Transportation Plan are shown in **Figure 1** and **Figure 2**[1].

The distribution of segment miles by LTS score will be determined and mapped in GIS. Intra-city connectivity "islands" within the low-stress network will be identified (isolated pockets with no low-stress connectivity). These islands dramatically reduce the number and length of potential bicycle route connections within the city.

[1] The Lincoln Bicycle Transportation Plan, 2018 was managed by Jim Damkowitch prior to joining DKS.

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Example of "POIs" connectivity mapping from the City of Lincoln is shown in **Figure 3**. This figure presents POIs within the city (or, "key nodes") that are connected by low stress routes (with low stress routes shown in blue) while some "key nodes" are completely disconnected from each other. (Class I bicycle facilities are included as connections between clusters.). Similar maps of low-stress connectivity will be developed for the City of Goleta.

The effect of the moderate to high stress routes have on bicycle connectivity will be determined by performing network analysis within GIS. For example, CONSULTANT will compute the percent reduction in connectivity between "POIs" resulting from removal of moderate to high stress routes from the network. To estimate the effect of bicycle trip length on connectivity, CONSULTANT shall calculate the shortest bicycle trip distance between key-node locations throughout the city. The average increase in bicycle trip lengths resulting from undue detour will be calculated. To account for any unreasonable assumptions regarding bicycle trip length, the same calculations will be applied to bicycle trips with lengths of 2 miles or less (to represent common trip types and purposes). Measuring bicycle trip length is critical to determining network connectivity for the following reasons:

- While "POIs" may be physically connected by the network, barriers and gaps within the network can substantially increase bicycle trip distances, resulting in significant detour.
- Based on research by the Mineta Institute, circuitous routing of greater than 25% of the baseline distance is considered "undue detour" and will likely result in not using the most direct route or not making the trip by bike at all.
- Additionally, barriers and gaps can completely separate POIs from the surrounding network, making it difficult and unsafe to travel by bicycle.

All percent connected statistics for the low-stress network will be calculated under existing conditions, with freeway crossings identified in the City's General Plan Circulation Element, and the City's proposed top ten (10) priority ped/bike improvements.

- Ped/Bike Access via Safe Routes to School[2]
- Ped/Bike Access to Parks
- Ped/Bike Access to SBMTD Bus Stops
- Ped/Bike Access to Health Facilities
- Ped/Bike Access to Healthy Food (grocery stores)

These tests and resulting connectivity maps and statistics will provide the City an indication of the efficacy of various ped/bike improvements. Based on the LTS and safety analyses, CONSULTANT shall examine all existing planned bikeway improvements and

[2] The first step involves determining what constitutes a Safe Routes to School project. DKS will develop a brief project screening methodology memo to be reviewed by the City. This will include a recommended distance-from-school threshold. National travel survey data indicates that the percentage of students walking to school falls off significantly at a travel distance of one mile or further.

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reassess where the greatest pedestrian/bicycle needs are within the city. CONSULTANT shall coordinate with the City to reevaluate its prioritization of future pedestrian/bicycle projects based on LTS modeling. The LTS mapping will be combined with the collision mapping to correlate the number of bicycle collisions with the high-stress network.

TASK D.5 High Pedestrian or Bicycle Activity Areas: AB43 Applicability

CONSULTANT shall map high pedestrian or bicycle activity areas of the city and identify adjacent roadway segments that are applicable to AB43 Engineering & Traffic Survey based posted speed limit reductions for the City's consideration.

TASK E.1 Technical Memorandum – LTS Documentation

CONSULTANT shall prepare a draft memorandum describing the LTS analysis and how to apply the ArcGIS data layers for future analyses. CONSULTANT will prepare a draft and based on one round of comments a final.

TASK E.2 Planning Commission and City Council Presentations

CONSULTANT shall assist City staff in the presentation to its Planning Commission and/or City Council if desired. Up to two (2) presentations are assumed for budgeting purposes. If more presentations are desired, these can be accommodated on a time and materials basis.

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Figure 1. Example Level of Traffic Stress Map (City of Lincoln)

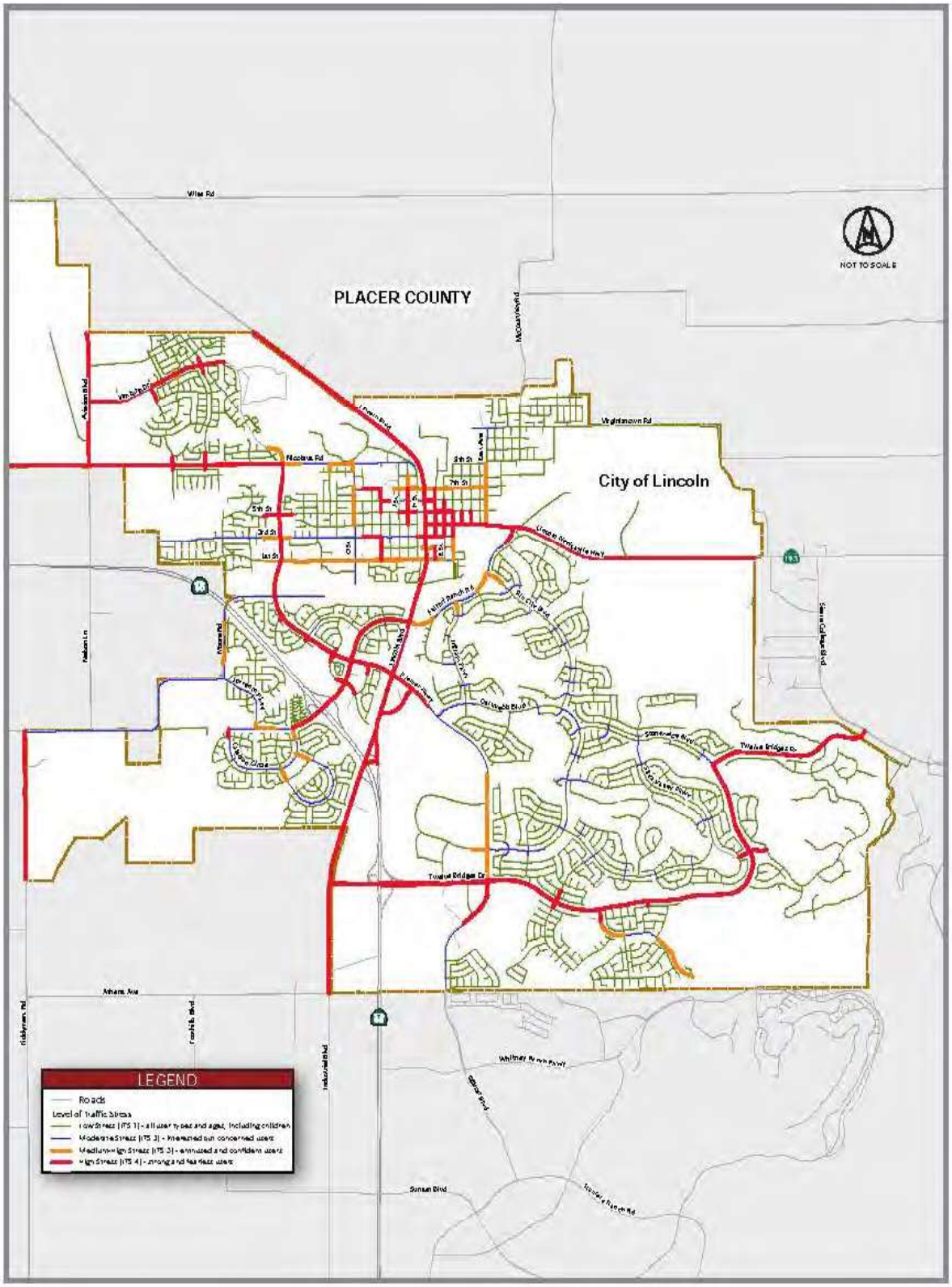

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Figure 2. Example High-Stress Network Map (City of Lincoln)

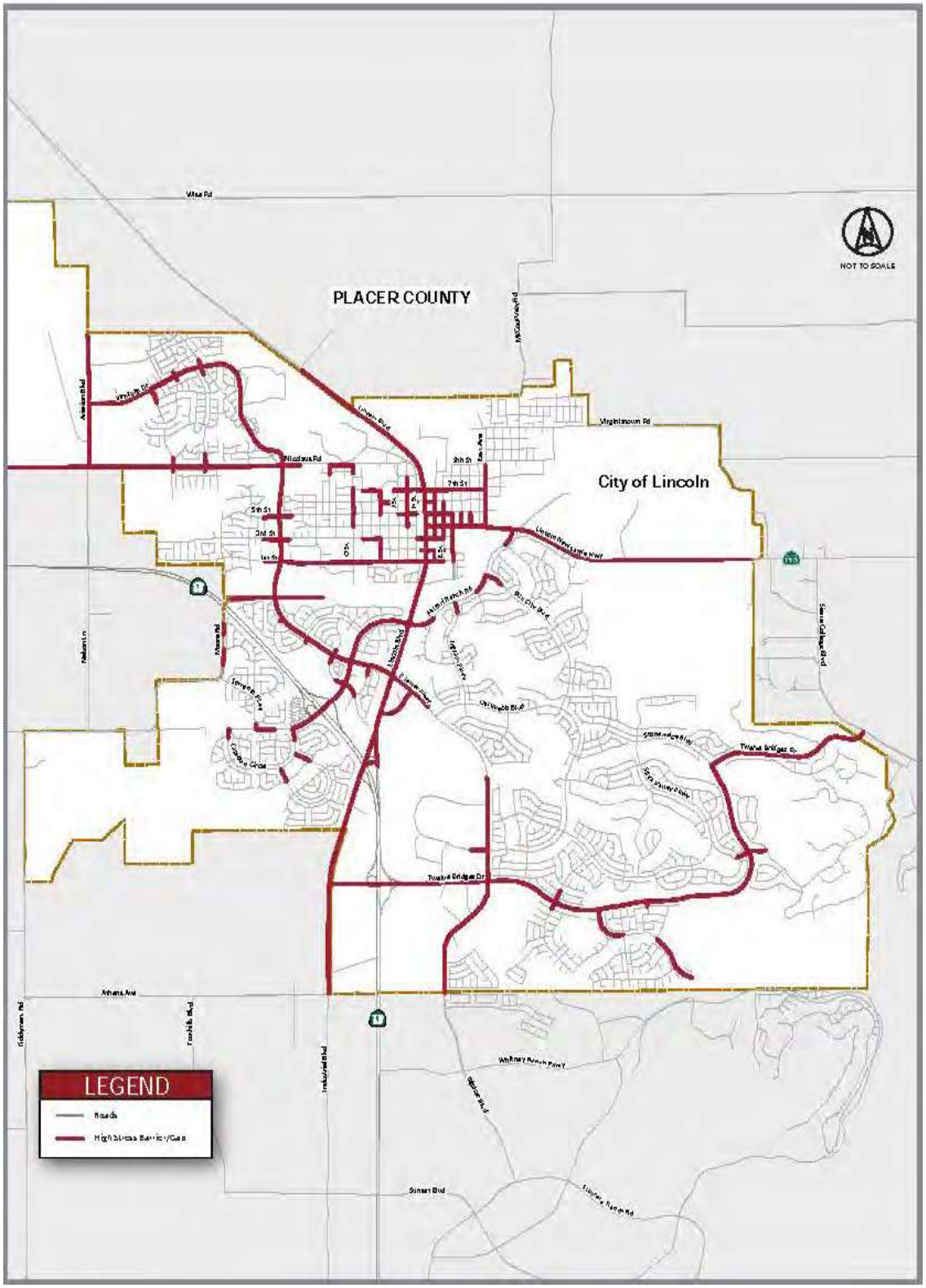

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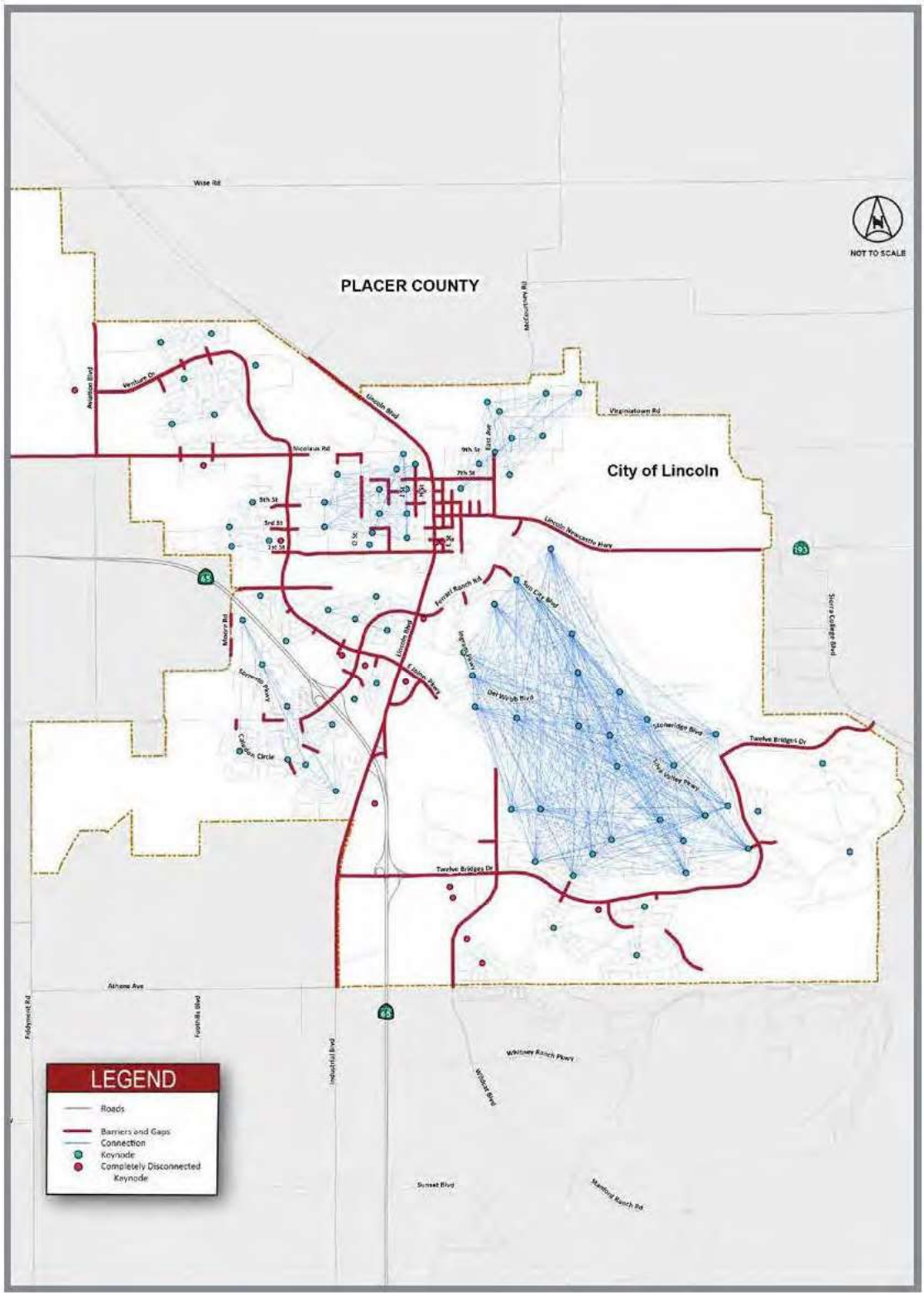
Figure 3. Example Islands of Connectivity Map (City of Lincoln)



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Project Name: 2024 DIF Update Phase 2

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF GOLETA AND DKS ASSOCIATES, INC

This AGREEMENT FOR PROFESSIONAL SERVICES (herein referred to as "AGREEMENT") is made and entered into this 20th day of August, 2024, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **DKS ASSOCIATES, INC,** a California Corporation (herein referred to as "CONSULTANT").

SECTION A. RECITALS

1. The CITY has a need for professional services for the purpose of preparing the CITY's 2024 Development Impact Fee Nexus Study and Traffic Model Update; and

2. The CITY does not have the personnel able and/or available to perform the services required under this AGREEMENT, and therefore, the CITY desires to contract for professional services to accomplish this work; and

3. The CITY procured these services in compliance with Goleta Municipal Code Section 3.05.260; and

4. The City Council, on this 20th day of August, 2024, approved this AGREEMENT and authorized the City Manager to execute the AGREEMENT

SECTION B. TERMS

1. RETENTION AS CONSULTANT

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

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2. DESCRIPTION OF SERVICES

The services to be performed by CONSULTANT are as follows:

Professional Services in conjunction with the 2024 Development Impact Fee update shall generally include update of the Goleta Traffic Model and preparation of the Nexus Study update 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 $275,700 (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 December 31, 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

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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 Gerald Comati. 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 December 31, 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. Jim Damkowitch is deemed to be specially experienced and is a key

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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. City has agreed that CONSULTANT may subcontract services through:

- Quality Counts, Brian Durrett, S.F. Bay Area Operations Manager
- Urban Economic, Robert Spencer, Principal

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

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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

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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

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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.

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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.

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17. CONFLICT OF INTEREST

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

18. CONSTRUCTION OF LANGUAGE OF AGREEMENT

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

19. MITIGATION OF DAMAGES

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

20. GOVERNING LAW

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

21. NONDISCRIMINATION

The City reaffirms its ongoing commitment to equality in the conduct of City business, and prohibits any policy, plan, program, custom or practice, including harassment, in the conduct of City business. No discrimination or discriminatory practice shall occur in either employment of persons for, or completion of, the work contemplated by this Agreement, when such discrimination is based on race, color, national origin, or ancestry; religion; sex; gender, gender identity, gender expression, or gender transitioning status; physical disability, mental disability, medical condition, or genetic information; marital or domestic partner status; citizenship status; age; sexual orientation; exercising a legally protected right to an employment leave of absence; status as a victim of domestic violence, sexual assault, or stalking; reproductive health decision-making, or any other classification protected under state or federal law.

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Among other possible violations of law, a violation of this section exposes CONSULTANT to the penalties provided for in Labor Code Section 1735.

22. TAXPAYER IDENTIFICATION NUMBER

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

23. NON-APPROPRIATION OF FUNDS

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

24. MODIFICATION OF AGREEMENT

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

25. USE OF THE TERM "CITY"

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

26. PERMITS AND LICENSES

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

27. CAPTIONS

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

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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: Jim Damkowitch, Managing Director
DKS Associates
428 J Street, Suite 340
Sacramento, CA 95814

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.

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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

Signed by:
Robert Nisbet
AEBA4CAD6BE4D2...
Robert Nisbet, City Manager

CONSULTANT

Signed by:
John Bosket
43D9648C9F4346B...
John Bosket, PE, Vice President

ATTEST

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

DocuSigned by:
37C4595243404F5...
Jim Damkowitch, Principal

APPROVED AS TO FORM:
ISAAC ROSEN, ACTING CITY ATTORNEY

Signed by:
Scott Shapses
4218AF313C014E2...
Scott Shapses, Deputy City Attorney

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EXHIBIT A

A. GOLETA TRAVEL MODEL UPDATE

Task A1. Full upgrade to latest VISUM software version

Task A.1.1 Import Model into Latest Software Version

CONSULTANT shall import the Goleta Travel Model into the latest version of VISUM.

Task A.1.2 Properly Execute GP-1, GP-7, Current DIF Model

CONSULTANT shall execute the CITY's latest DIF Baseline and Forecast model. Volume difference plots shall be generated to verify stable results relative to the previous PTV VISUM-16 software version. If stable results are not generated by the most recent software version CONSULTANT shall continue to use VISUM Version 16.

Task A2. Update Signal Timing Plans (new or modified intersections since 2015)

Task A.2.1 Identify Need to Update Signal Timing Plans for CITY/County Intersections

For new or modified signal timings post 2015, the CITY shall provide CONSULTANT the signal timing plans for CITY owned and operated signalized intersections currently included or planned for incorporation in the model network. CONSULTANT shall coordinate with the County of Santa Barbara for signals within the CITY's modeling domain but which are operated by the County that have new or modified signal timings since 2015. The number of intersections requiring new or revised signal timings is assumed to be less than 10 for budgeting purposes.

Task A.2.2 Code Intersections Modified Post-2015

After receipt of all new or modified signal timing plans, CONSULTANT shall code/update the model intersection signal timings of up to ten (10) intersections identified in sub-task A.2.1.

Task A3. Re-examine Zone and Network Detail

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Task A.3.1 Review TAZ Structure

CONSULTANT shall review the shape file of the existing model zone structure. CONSULTANT shall coordinate with the CITY to refine TAZ boundaries where appropriate. Although no boundary changes are anticipated, CONSULTANT shall coordinate with the CITY where new development has occurred since 2015 or anticipated new growth may dictate re-examination for the need to split TAZs.

Task A.3.2 Review Network and Connector Detail

CONSULTANT shall review all model network attribute information. This includes: link type, directionality, number of lanes, capacity, length, design speed and link delay coefficients. Node attributes shall also be reviewed including intersection type, node capacity factors, node capacity, special delay links, turn penalties, node delay coefficients, base delay, intersection geometry and signal timing (see Task 2). Link and node attributes shall be systematically checked to current Goleta Model coding conventions for consistency.

The need for additional network detail (i.e., coding minor new development access roadways and/or collector and local streets currently not reflected in the model network) shall be determined and coded in coordination with the CITY modeling conventions. Given the maturity of the Goleta model network and minimal roadway network infrastructure improvements in the CITY since 2015, the amount of new or revised network coding is not anticipated to be significant.

Task A.3.3 Coordinate with CITY on Model Zone and Network Modifications

CONSULTANT shall review the TAZ zone connectors. The number of zone connectors and the zone loading percentages (multi-point assignment) shall be reviewed relative to actual development driveway and network access characteristics. Where growth has occurred since 2015 or new growth is planned CONSULTANT shall determine if modifying zone connectors or loading is considered appropriate. If so, CONSULTANT in coordination with the CITY shall code these connector changes based on the CITY's standard modeling conventions.

Task A4. Update Baseline Land Use

Task A.4.1 Update CITY Land Use

It is not anticipated that any new land use categories will be added to the model.

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CONSULTANT shall update the Goleta Model's current 2015 baseline land use to reflect a 2024 baseline. This shall entail working closely with the CITY to confirm what pending and approved development projects have been constructed and occupied within the CITY since 2015. To facilitate this task, the complete Existing Plus Approved and Pending (EPAP or Cumulative) development list submittals that the CITY regularly tracks its' development permits shall be provided to CONSULTANT.

Task A.4.2 Update Non-CITY Land Use

CONSULTANT shall coordinate with the County of Santa Barbara and the CITY of Santa Barbara to update the non-CITY TAZ baseline land use in a similar fashion as sub-task A.4.1.

Task A.4.3 Update External Gateways

CONSULTANT shall reassess the external assumptions of the baseline model (i.e., I-X, X-I, X-X trips). These include, but are not limited to, US 101 (north-south), SR 154, Cathedral Oaks/SR 192, and Hollister Avenue. Although driven by land use growth, external assumptions (model domain gateways) are reflected as vehicle trips. The most recent traffic count data recorded at the model external stations (2023-24) shall be reviewed and considered relative to the 2013-15 external traffic counts currently resident in the baseline model and adjusted as appropriate. CONSULTANT shall also review SBCAG's regional travel demand model 2050 model assignments at all gateways entering/existing the CITY to gauge assumed future growth at each of the CITY's gateways relative to historical growth rates.

Task A5. Development of 2024 AM/PM Peak Hour Assignment Baseline Model

Task A.5.1 Update Trip Generation Factors

CONSULTANT shall update the AM and PM peak hour models based on ITE (11th Edition) trip generation rates. Factors used to separate trips by trip purpose and by origin and destination (ins and outs) shall be checked relative to NCHRP 365 (the update to NCHRP 187 used to factor the current model).

Task A.5.2 Calibrate Model Parameters

Traffic counts collected in May 2024 shall be coded into the Goleta Travel Model to establish the baseline validation data set.

The need to adjust the ITE rates shall be based on an iterative calibration procedure. Up to fifteen (15) model runs shall be applied to test rate adjustments

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that yield the best model fit with 2024 traffic counts. Based on these updated trip generation rates, the AM and PM peak hour productions and attractions shall be balanced. Disaggregation of external trips by trip purpose shall be checked and added to the internal trips origin and destination sums by trip purpose for balancing during calibration.

Task A6. AM/PM Peak Hour Baseline Model Validation

Task A.6.1 Static Validation

CONSULTANT shall perform a full AM and PM peak hour validation for the CITY of Goleta VISUM Travel Model. The proposed validation methods shall include:

Static Validation

- Screenline Analysis Validation
- Functional Class (Road Type) Validation
- Correlation Statistics

Each of the validation methods shall be based on the AM and PM peak hour validation counts provided by the CITY. For non-CITY roadways, AM and PM peak hour counts shall be harvested from the County's traffic count data base and/or from the Goleta Valley Model.

The static validation for the AM and PM Peak Hour Travel Model shall include screenline validation, link-based validation by functional class, and correlation statistics. Each of these validation checks are described below. Nine validation screenlines have historically been used for validation of the CITY's travel model. These nine screenlines shall be retained for the baseline model update. State and federal model validation guidelines suggest that total model-estimated traffic across a screenline to be no more than ten percent different from the total traffic counts.

The standard FHWA and Caltrans travel forecasting guidelines recommend validation criteria based on a comparison of total model volumes and traffic counts on various facility types, including:

- Freeways
- Principal Arterials
- Collectors
- Frontage Roads
- Local Roads

Model network links shall be stratified by functional classification, along with a detailed inventory of the number of links, how many of these links have associated validation counts, and the percent error between the actual counts

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and model predictions. The state guidelines dictate that each functional class should achieve below the desired % error.

Correlation Statistics

The standard FHWA and Caltrans travel forecasting guidelines recommend a correlation between model estimates and counts of 0.88 or more. State guidelines also include a correlation curve with a recommendation that 75 percent of daily link volume estimates compared to counts fall within the curve.

Task A.6.2 Dynamic Validation

Dynamic validation methods provide valuable feedback into the accuracy and consistency of the travel model and its behavior. CONSULTANT shall perform several dynamic validation exercises to ensure that the model properly responds to changes in inputs, i.e., that the magnitude and direction of model behavior makes sense. Such exercises shall include:

- Add a link
- Delete a link
- Change link speeds
- Change link capacities
- Add 100 households to a TAZ
- Add 1,000 households to a TAZ

For the CITY of Goleta Travel Model dynamic validation, CONSULTANT proposes the following dynamic validation exercises:

- addition and deletion of housing units within highest populated areas of the CITY;
- addition and deletion of the number of employees at one or two high employment centers; and,
- a hypothetical bypass shall be coded.

These dynamic validation tests shall be developed in consultation with the CITY. CONSULTANT shall develop a technical memorandum which shall describe the static and dynamic validation process and results.

Task A7. CITY of Goleta Model Update Report

Task A.7.1 Administrative Draft Plan

CONSULTANT shall develop a single unified model development report describing each step of the baseline model update process. This administrative draft report shall be submitted to the CITY for comments.

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Task A.7.2 Final Plan

After receipt of a single round of unified comments from the CITY, the Consultant shall address the comments and modify the draft report as appropriate for final submittal to the CITY.

Product: Final Model Update Report and Updated Model Files (Baseline Model).

TASK B. GOLETA FACILITIES FEE STRUCTURE TECHNICAL APPROACH

Task B.1. Review of Existing CITY Fee Program and Legislative Changes

Task B.1.1 Review Existing Program

CONSULTANT shall plan to update all four development impact fees documented in the previous update (transportation, general public facilities, library, and parks and recreation). The CONSULTANT Team shall review the CITY's existing Fee Program. Since the previous update was performed by the CONSULTANT Team this effort shall be expedited. It shall include review of the Ordinance and other available documentation, CITY Council actions, and the CITY's administration of the program.

The CONSULTANT Team shall coordinate with CITY staff to identify areas of the Facilities Fee Program and/or its administration that are considered inefficient or problematic. These issues shall be specifically targeted for improvement by this revision. The CONSULTANT Team shall work with CITY staff to identify known deficiencies or concerns.

Task B.1.2 Review Legislative Changes

Given the passage of AB 602, CONSULTANT shall implement modifications of the existing program to comply – particularly for residential fees which now must be based on floor area versus by unit. AB 602 also addresses ADUs and modifies the public review process for fee updates.

Task B.2. Land Use and Growth Assumptions

CONSULTANT shall use the CITY's General Plan build-out land use to provide the basis for the land use assumptions and development forecasts to be used to estimate future facility needs and cost allocations. It shall consist of the following sub-tasks:

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Task B.2.1 Time Horizon

A 2050 forecast horizon shall be used for the Facilities Fee Update. A 2050 forecast horizon is consistent with the planning horizon developed for the CITY's General Plan Update preferred land use scenario. It is also consistent with SBCAG's RTP/SCS planning horizon and the CITY's updated travel demand model forecast horizon. A planning horizon of 2050 is considered long enough to plan for long-term infrastructure needs, yet short enough to represent reasonably anticipated growth based on current land use policy.

Given that the updated Goleta Model (see Task A) is based on a 2024 baseline year, the baseline year of 2024 shall be considered for this fee update. Although selecting the most current year as baseline is typically desired, a baseline year gap of several years should not be considered problematic as development growth within that span can be easily tracked and accounted/controlled for using the CITY's Cumulative Land Use Development tracking.

Task B.2.2 Land Use Assumptions

The CONSULTANT Team shall review the existing Facilities Fee land use categories for which the fee shall be calculated and make recommendations if these should be revised. The CONSULTANT Team shall define the operative land use assumptions, such as persons per household and employees per square foot, to be used to forecast growth and facility demand.

Task B.2.3 Growth Forecasts

Once the land use categories and assumptions are defined, the CONSULTANT Team shall prepare a growth forecast for each land use category. The CITY's General Plan preferred land use forecast shall serve as the foundation of this analysis. A key task shall be addressing amendments to the General Plan or the zoning code that would allow different development types to develop is specific areas that was not envisioned when the General Plan was adopted in 2006.

CONSULTANT shall make a key land use assumption for the non-CITY of Goleta areas of the Goleta Modeling domain. This assumption shall have an effect on total travel demand and influence to varying degrees the fair share estimates at specific locations/improvements. CONSULTANT shall coordinate with the CITY, County and CITY of Santa Barbara regarding the appropriate land use assumptions for these areas.

Product: Draft and Final Land Use Assumptions and Projections Memoranda

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Task B.3 Transportation Analysis

The CONSULTANT Team shall coordinate with CITY to perform the transportation analysis needed for the Facilities Fee Program update.

The updated Goleta Travel Model, in conjunction with updated demand projections, shall provide critical components of the Facilities Fee Program nexus analysis, including: defining the CITY network; allocating travel demand among land uses and between new, existing, and external development; determining existing deficiencies; and selecting capital improvements for fee funding. Although traffic counts shall determine existing/baseline operations for the fee update, the future year AM/PM Peak Hour Goleta Model shall be applied to generate the future year volume sets to determine future year operations (baseline model runs are scoped as part of Task A).

The land use projections and ITE vehicle trip generation information shall provide the basis for estimating the growth in Dwelling Unit Equivalents (DUEs). The percentage growth in DUE's can be considered when establishing the fair share for the asset-based non-transportation impact fees (i.e., general public facilities, library, and parks and recreation, bicycle facilities).

Product: Technical Memorandum including traffic model specifications and analysis needed to support impact fee program update.

Task B.4. Capital Improvement Program

The CONSULTANT Team shall work with CITY staff to update the current list of capital improvements as well as existing public facility inventories for the three non-transportation impact fees. This final updated list and their corresponding costs covered in full or in part by the Facilities Fee Program update shall be provided to CITY in an Excel database format. These tasks include the following:

Task B.4.1 Asset and Deficiency Assessment

For the transportation fee, CONSULTANT shall use CITY's ADT Thresholds and Intersection LOS standards and design standards to define specific goals related to traffic levels and facility design within the CITY Program network. Service and design standards shall facilitate decisions regarding the type, location, and level of improvements needed. They will also help allocate costs between new and existing development, an important determination, as improvements needed to correct existing deficiencies must be funded with other sources.

For the three non-transportation fee the CONSULTANT Team shall evaluate existing and planned facilities needs to develop the most appropriate level of service policy for the nexus analysis. The CONSULTANT Team shall coordinate

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with CITY staff to tier from the prior update assumptions and data on existing facilities to be included in the nexus analysis. This evaluation shall again include consideration of the statutory level of service standard associated with a Quimby parkland dedication in-lieu fee.

Task B.4.2 Identify Facility Fee Program Projects

The designation of improvements to CITY facilities shall be identified consistent with AB 1600 requirements and consistent with the existing and future deficiency analysis as applicable. The CONSULTANT Team shall seek assistance from CITY staff to identify planned improvements for the three non-transportation impact fees.

Product: Technical memorandum identifying the basis for project selection and Facility Fee Program projects.

Task B.4.3 Develop Capital Cost Estimates

Updated improvement costs to previously identified improvements carried forward as part of this update shall be provided to CONSULTANT by CITY. For the costing of new or redefined improvements, the CONSULTANT Team shall incorporate all planning level cost estimates developed by the CITY or its consultants performing this CIP costing task.

Product: Draft and Final Capital Improvement Program

Task B.4.4 Identify Funding Requirements and Sources

The CONSULTANT Team shall match the capital improvements described above with their anticipated or expected funding sources. Projects with designated funding sources shall generally not be included in the Facility Fee Program calculations. CONSULTANT, in consultation with the CITY, shall identify all other "discretionary" funding sources, including Federal, State, and local funds. Revenue information provided by the CITY as part of SBCAG's RTP/SCS financial constrained assessment shall provide an obvious starting point for such an analysis. The total discretionary and non-discretionary funding amounts shall be deducted from the total of the cost estimates to determine the net funding gap for purposes of the Facilities Fee Program calculation.

Revenues already encumbered from the previous Facilities Fee Program or developer contribution requirements shall likely be considered part of the funding pool and shall be deducted from total Facility Fee Program cost estimates. It will be necessary to avoid "double-charging" for individual improvement projects.

Product: Cost and Funding Alternatives Memoranda

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Task B.5. Cost Allocation Methodology

CONSULTANT Team shall allocate the total cost of the planned improvements using nexus calculations derived from the traffic model. For the three non-transportation impact fees, the CONSULTANT Team shall allocate costs based on service population including residents and workers. Workers will be weighted relative to residents to reflect relative differences in service demand for each type of facility.

Task B.5.1 Allocation Between New, Existing, and External Development

CONSULTANT shall review each capital project developed in Task 4.2 to determine the proportion attributable to existing deficiencies and the portion to future growth. For the transportation fee, this calculation shall be based on the service standards documented in Task 4.1 and trip generation estimates derived from the traffic model and demand projections. For the three non-transportation fees costs shall be allocated per capita based on service population. It will be important not only to establish nexus in terms of a "relationship" but also to ensure that the portion of the cost allocated to new growth is reasonable and based on demonstrated need or demand for services. Only the portion of costs attributable to new growth within the city since the Facility Fee Program's inception shall be included in the program update.

Task B.5.2 Allocation by Land Use

CONSULTANT shall also distribute the total costs of each improvement among each of the land use types specified in Task 2.2 based on their relative demand for each improvement. The analysis shall abide by legally defensible nexus standards per AB1600.

Task B.5.3 Allocation by Jurisdiction (UCSB/County/CITY of Santa Barbara)

CONSULTANT shall prepare a Cost Allocation Memoranda. For purposes of this analysis, the following sub-areas have been previously identified based on the Goleta Travel Model TAZ structure:

1. City of Goleta TAZs;
2. Non-City TAZs; and,
3. External Zone TAZs.

These three areas are the operative geographic units for determining developer fees. New development and the resulting trip growth associated with the City of

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Goleta TAZs determine the fees while trips associated with Non-City and External TAZ growth do not.

For information purposes, the Goleta Travel Model has been further divided into the following sub-geographies:

- City of Goleta – Old Town Area;
- City of Santa Barbara – Old Town Area;
- County of Santa Barbara – Old Town Area;
- City of Santa Barbara – Airport Master Plan Area;
- City of Santa Barbara – Airport Community Plan Area (same as Old Town Area);
- City of Santa Barbara – East Goleta Valley; and,
- University of California at Santa Barbara (UCSB)

Trips associated with new development planned within these sub-areas were analyzed to determine the fee implications associated with inter-jurisdictional travel demand. These geographies are shown in **Figure 1**. TAZ to Planning Area correspondence tables are available for files for analysis.

Select link (Flow Bundle) analysis shall be performed to determine the fair share contribution of trips associated with these jurisdictions and sub-areas and specifically new development within these jurisdictions and sub-areas.

Product: Draft and Final Cost Allocation Memoranda

Task B.6. Preliminary Fee Calculation

Task B.6.1 Preliminary Fee Schedule

Based on the cost allocation and growth assumptions described above, the CONSULTANT Team shall develop a preliminary fee calculation for each land use. Specifically, the total improvement costs shall be divided by the expected growth in each land use category. The CONSULTANT Team shall summarize the impact fees by area for each land use for review by CITY. This preliminary fee calculation is designed to elicit input regarding the amount, scope, and incidence of the fees calculated.

Per AB 602 (effective July 1, 2022), residential fees must now be expressed on a per square foot basis rather than by unit. In addition, SB 13 provides screening criteria for ADU housing developments. The CONSULTANT Team shall coordinate with the CITY to address both AB 602 and SB 13 as part of this facilities fee update.

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Task B.7. Final AB1600 Fee Calculation

Task B.7.1 Final Fee Schedule

The CONSULTANT Team shall update the preliminary impact fee schedule based on the input derived from the work conducted in Task 6. For example, the preliminary fee calculation methodology may be revised to incorporate changes in the amount, scope, or incidence of the fees.

The annual fee adjustment process shall also be examined. The CONSULTANT Team can evaluate the various indices used to adjust fees from year to year.

Product: Draft and Final Program Schedule

Task B.8. Draft and Final Facility Fee Program Technical Report

Task B.8.1 Draft Facility Fee Program Nexus Report

The CONSULTANT Team shall prepare a Technical Report that documents the assumptions and methodology and establishes the legally required nexus for creating the revised Facility Fee Program. The report shall be prepared in accordance with the Mitigation Fee Act (AB1600), as recorded in California Government Code Section 66000-66008. The Report shall also identify alternative funding sources that may be applicable to offset costs of required transportation improvements. The report shall include copies of all data, models, mapping, and other materials used in the analysis. The CONSULTANT Team shall first prepare an Administrative Draft Technical Report for CITY review before preparing a Draft Technical Report for broader circulation and review.

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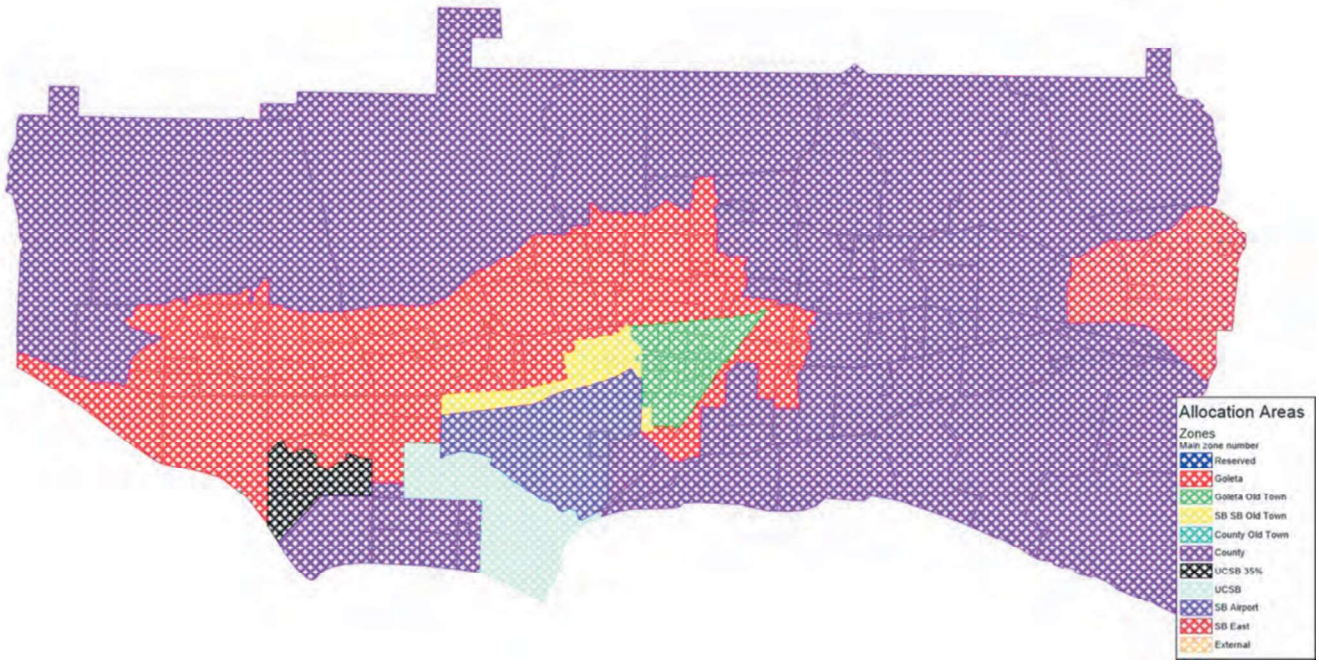
Figure 1 Goleta Travel Model Sub-Areas



Source: Goleta Development Impact Fee Program Update, Appendix A: Traffic Needs Analysis.

Task B.8.2 Final Facility Fee Program Nexus Report

Based on comments received on the draft report, the CONSULTANT Team shall submit a Draft Final Technical Report. The Final Technical Report shall be written so as to be easily understood by non-technical readers. The purpose is to provide a user-friendly documentation of the Facilities Fee Program structure and its basis.

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Product: Administrative Draft and Draft Final Program Technical Report

Task B.9. Revise Impact Fee Program Ordinance and/or Resolutions

Task B.9.1 Draft Facility Fee Program Ordinance and/or Resolutions

Revision of the existing program Ordinance may be needed to maintain a fee program that can be sustained over many years, and one that will meet the needs of a growing CITY. The CONSULTANT Team shall review the Ordinance and/or resolutions, with input from CITY, and prepare updates based on the findings of all previous tasks.

Task B.9.2 Final Facility Fee Program Ordinance and/or Resolutions

Based on internal CITY input and comments on recommended draft changes to the program Ordinance (if any), the CONSULTANT Team shall finalize the Ordinance.

The CITY recognizes that the CONSULTANT Team does not have legal expertise and that any modifications proposed by the CONSULTANT Team must be reviewed and revised by CITY Legal Counsel.

Product: Draft and Final Program Ordinance and/or Resolution Revisions

Task B.10. Planning Commission and CITY Council Presentations

Task B.10.1 Preparation of Presentation Materials (PPT - Support Staff Reports)

The CONSULTANT Team shall support CITY staff to prepare presentation materials (i.e., staff report support and PowerPoint presentations) for both the CITY's Planning Commission and its CITY Council.

Task B.10.2 Commission and Council Presentations (2 Meetings)

If desired, the CONSULTANT Team shall attend these meetings and participate in the presentations. Two in-person meetings total are assumed for budgeting purposes (one each). If additional commission or council meetings are desired, additional budget shall be needed on a time and materials basis.

Product: Staff Report text and PPT presentations, participation in presentations.

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TASK C. PROJECT MANAGEMENT

Task C.1.1 Schedule

CONSULTANT shall coordinate with the CITY prior to work being performed on the anticipated schedule for completing key interim deliverables and the DIF update.

Task C.1.2 Project Management Meetings

The CONSULTANT Team shall regularly meet with CITY staff during the update of the Goleta Travel Model and development of the DIF update. It is anticipated that 6 check-in meetings shall be required during the model update and 24 check-in meetings shall be desired during the DIF update.

Task C.1.3 Monthly Progress Reports and Invoices

CONSULTANT shall prepare monthly progress reports as part of its regular invoicing.

Task C.1.4 Meeting Short-Term Action Lists

CONSULTANT shall prepare a Short-Term Action list that shall serve as the agenda and minutes for the Project Management Meetings (Task C).

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EXHIBIT B

Fee Schedule

Effective July 1, 2024 through December 31, 2025

ENGINEERS and PLANNER			TECHNICIANS and SUPPORT STAFF		
Grade	**Classification**	**Hourly Rate**	**Grade**	**Classification**	**Hourly Rate**
Grade 5	Planner/Engineer Assistant	80.00	Tech Level G	Technician/Coordinator I	70.00
Grade 6	Planner/Engineer Assistant	85.00	Tech Level H	Technician/Coordinator I	75.00
Grade 7	Planner/Engineer Assistant	90.00	Tech Level I	Technician/Coordinator I	80.00
Grade 8	Planner/Engineer Assistant	95.00	Tech Level J	Technician/Coordinator I	85.00
Grade 9	Planner/Engineer Assistant	100.00	Tech Level K	Technician/Coordinator I	90.00
Grade 10	Planner/Engineer Assistant	105.00	Tech Level L	Technician/Coordinator I	95.00
Grade 11	Planner/Engineer Assistant	110.00	Tech Level M	Technician/Coordinator II	100.00
Grade 12	Planner/Engineer Assistant	115.00	Tech Level N	Technician/Coordinator II	105.00
Grade 13	Planner/Engineer Assistant	120.00	Tech Level O	Technician/Coordinator II	110.00
Grade 14	Planner/Engineer Assistant	125.00	Tech Level P	Technician/Coordinator II	115.00
Grade 15	Planner/Engineer Associate	130.00	Tech Level Q	Technician/Coordinator II	120.00
Grade 16	Planner/Engineer Associate	135.00	Tech Level R	Technician/Coordinator II	125.00
Grade 17	Planner/Engineer Associate	140.00	Tech Level S	Technician/Coordinator III	130.00
Grade 18	Planner/Engineer Associate	145.00	Tech Level T	Technician/Coordinator III	135.00
Grade 19	Planner/Engineer Associate	150.00	Tech Level U	Technician/Coordinator III	140.00
Grade 20	Planner/Engineer Associate	155.00	Tech Level V	Technician/Coordinator III	145.00
Grade 21	Planner/Engineer Associate	160.00	Tech Level W	Technician/Coordinator III	150.00
Grade 22	Planner/Engineer Associate	165.00	Tech Level X	Technician/Coordinator III	155.00
Grade 23	Planner/Engineer Associate	170.00	Tech Level Y	Technician/Coordinator IV	160.00
Grade 24	Transportation Planner/Engineer	175.00	Tech Level Z	Technician/Coordinator IV	165.00
Grade 25	Transportation Planner/Engineer	180.00	Tech Level AA	Technician/Coordinator IV	170.00
Grade 26	Transportation Planner/Engineer	185.00	Tech Level AB	Technician/Coordinator IV	175.00
Grade 27	Transportation Planner/Engineer	190.00	Tech Level AC	Technician/Coordinator IV	180.00
Grade 28	Transportation Planner/Engineer	195.00	Tech Level AD	Technician/Coordinator IV	185.00
Grade 29	Transportation Planner/Engineer	200.00	Tech Level AE	Technician/Coordinator IV	190.00
Grade 30	Transportation Planner/Engineer	205.00	Tech Level AF	Technician V/Coordinator V	195.00
Grade 31	Transportation Planner/Engineer	210.00	Tech Level AG	Technician V/Coordinator V	200.00
Grade 32	Transportation Planner/Engineer	215.00	Tech Level AH	Technician V/Coordinator V	205.00
Grade 33	Transportation Planner/Engineer	220.00	Tech Level AI	Technician V/Coordinator V	210.00
Grade 34	Sr Planner/Engineer/Modeling Lead	225.00	Tech Level AJ	Technician V/Coordinator V	215.00
Grade 35	Sr Planner/Engineer/Modeling Lead	230.00	Tech Level AN	Technician V/Coordinator V	220.00
Grade 36	Sr Planner/Engineer/Modeling Lead	235.00	Tech Level AO	Technician V/Coordinator V	225.00
Grade 37	Sr Planner/Engineer/Modeling Lead	240.00	Tech Level AP	Technician V/Coordinator V	230.00
Grade 38	Sr Planner/Engineer/Modeling Lead	245.00			

Docusign Envelope ID: 7B266FEC-9492-40A6-874D-2D9A57D2C994

Fee Schedule

Effective July 1, 2024 through December 31, 2025

ENGINEERS and PLANNER			TECHNICIANS and SUPPORT STAFF
Grade	**Classification**	**Hourly Rate**	
Grade 52	Principal/Director	315.00	
Grade 53	Principal/Director	320.00	
Grade 54	Principal/Director	325.00	
Grade 55	Principal/Director	330.00	
Grade 56	Principal/Director	335.00	
Grade 57	Principal/Director	340.00	
Grade 58	Principal/Director	345.00	
Grade 59	Principal/Director	350.00	
Grade 60	Principal/Director	355.00	
Grade 61	Principal/Director	360.00	
Grade 62	Principal/Director	365.00	
Grade 63	Principal/Director	370.00	
Grade 64	Principal/Director	375.00	
Grade 65	Principal/Director	380.00	
Grade 39	Sr Planner/Engineer/Modeling Lead	250.00	
Grade 40	Senior Planner/Engineer	255.00	
Grade 41	Senior Planner/Engineer	260.00	
Grade 42	Senior Planner/Engineer	265.00	
Grade 43	Senior Planner/Engineer	270.00	
Grade 44	Senior Planner/Engineer	275.00	
Grade 45	Senior Planner/Engineer	280.00	
Grade 46	Senior Planner/Engineer	285.00	
Grade 47	Senior Planner/Engineer	290.00	
Grade 48	Senior Planner/Engineer	295.00	
Grade 49	Senior Planner/Engineer	300.00	
Grade 50	Principal/Director	305.00	
Grade 51	Principal/Director	310.00	

All invoices are due and payable within 30 days of date of invoice. Invoices outstanding over 30 days will be assessed a 1 1/4 percent service charge, compounded, for each 30 days outstanding beyond the initial payment period. Service charges are not included in any agreement for maximum charges.

ATTACHMENT 4

Amendment No. 2, Amendment No. 1, Professional Services Agreement 2024-087 with MNS Engineers, Inc.

Docusign Envelope ID: 7D8045AB-D52D-428B-8B05-593D133E72DB

AMENDMENT NO. 2
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
MNS ENGINEEERS, INC

This **Amendment No. 2** to the Professional Services Agreement by and between the **City of Goleta**, a municipal corporation ("City") and **MNS ENGINEERS, INC** ("Consultant") dated August 20, 2024 ("Agreement," Agreement No. 2024-087) is made on this 16th day of December 2025.

SECTION A. RECITALS

1. This Agreement is for the purpose of preparing the CITY's 2025 Development Impact Fee Nexus Study and Traffic Model Update; and

2. This Agreement has been amended to extend the term (Amendment No. 1); and

3. The Agreement currently provides for the total compensation amount not to exceed $156,282; and

4. The parties desire to amend the Agreement so as to provide for additional compensation in the amount of $45,000 for continued tasks; and

5. The City Council approved this Amendment No. 2, on this 16th day of December 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 45,000 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 $201,282 (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,"

Docusign Envelope ID: 7D8045AB-D52D-428B-8B05-593D133E72DB

attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until June 30, 2026, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager as described in Section 5 (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

2. 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

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

Robert Nisbet, City Manager

CONSULTANT

Signed by:
Darren Riegler
386C920E312E4A5...

Darren Riegler, CEO

ATTEST:

DocuSigned by:
Deborah Lopez
A3E09F3473CA47E...

Deborah Lopez, City Clerk

Signed by:
Miranda Patton
7B2318690B59477...

Miranda Patton, Secretary

APPROVED AS TO FORM:
ISAAC ROSEN, CITY ATTORNEY

Signed by:
Scott Shapses
4365248AE5424CE...

Scott Shapses, Deputy City Attorney

Docusign Envelope ID: D9E110A2-78BC-4C24-BC90-5DFA97E2E6D6

AMENDMENT NO. 1
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
MNS ENGINEEERS, INC

This **Amendment No. 1** to the Professional Services Agreement by and between the **City of Goleta**, a municipal corporation ("City") and **MNS ENGINEERS, INC** ("Consultant") dated August 20, 2024 ("Agreement," Agreement No. 2024-087) is made on this 2nd day of December, 2025.

SECTION A. RECITALS

1. This Agreement is for the purpose of preparing the CITY's 2025 Development Impact Fee Nexus Study and Traffic Model Update; and

2. The Agreement currently provides in Section 6 for the termination of the Agreement on December 31, 2025; and

3. The parties desire to amend the Agreement so as to extend the termination of the Agreement to June 30, 2026; and

4. The City Manager approved this Amendment No. 1, on this 2nd day of December, 2025.

SECTION B. AMENDED TERMS

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

1. **Section 6. <u>TERM, PROGRESS AND COMPLETION</u>** 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, 2026, unless the term of this Agreement is extended or the Agreement is terminated as provided for herein.

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

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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

Signed by:
Robert Nisbet
1AEBACAD159E4D7...

Robert Nisbet, City Manager

CONSULTANT

Signed by:
Darren Riegler
386C920E312E4A5...

Darren Riegler, CEO

ATTEST:

DocuSigned by:
Deborah Lopez
A3E09F3473CA47E...

Deborah Lopez, City Clerk

DocuSigned by:
Jeff Edwards
717C8137DB1641C...

Jeff Edwards, Vice President

APPROVED AS TO FORM:
ISAAC ROSEN, CITY ATTORNEY

Signed by:
Scott Shapses
4365248AE5424CE...

Scott Shapses, Deputy City Attorney

Docusign Envelope ID: F94D0311-A1C2-4BA9-840F-57244A284741

Project Name: 2024 DIF Update Phase 2

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF GOLETA AND MNS ENGINEERS, INC

This AGREEMENT FOR PROFESSIONAL SERVICES (herein referred to as "AGREEMENT") is made and entered into this 20 day of August, 2024, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **MNS ENGINEERS, INC,** a California Corporation (herein referred to as "CONSULTANT").

SECTION A. RECITALS

1. The CITY has a need for professional services for the purpose of preparing the CITY's 2024 Development Impact Fee Nexus Study and Traffic Model Update; and

2. The CITY does not have the personnel able and/or available to perform the services required under this AGREEMENT, and therefore, the CITY desires to contract for professional services to accomplish this work; and

3. The CITY procured these services in compliance with Goleta Municipal Code Section 3.05.260; and

4. The City Council, on this 20th day of August, 2024, approved this AGREEMENT and authorized the City Manager to execute the AGREEMENT

SECTION B. TERMS

1. RETENTION AS CONSULTANT

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

2. DESCRIPTION OF SERVICES

The services to be performed by CONSULTANT are as follows:

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Professional Services in conjunction with the 2024 Development Impact Fee update shall generally include update of the Goleta Traffic Model and preparation of the Nexus Study update 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 $156,282 (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 December 31, 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

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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 Gerald Comati. 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 December 31, 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. Shawn Kowalewski 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

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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

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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.

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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.

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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

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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.

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Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.

19. MITIGATION OF DAMAGES

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

20. GOVERNING LAW

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

21. NONDISCRIMINATION

The City reaffirms its ongoing commitment to equality in the conduct of City business, and prohibits any policy, plan, program, custom or practice, including harassment, in the conduct of City business. No discrimination or discriminatory practice shall occur in either employment of persons for, or completion of, the work contemplated by this Agreement, when such discrimination is based on race, color, national origin, or ancestry; religion; sex; gender, gender identity, gender expression, or gender transitioning status; physical disability, mental disability, medical condition, or genetic information; marital or domestic partner status; citizenship status; age; sexual orientation; exercising a legally protected right to an employment leave of absence; status as a victim of domestic violence, sexual assault, or stalking; reproductive health decision-making, or any other classification protected under state or federal law. Among other possible violations of law, a violation of this section exposes CONSULTANT to the penalties provided for in Labor Code Section 1735.

22. TAXPAYER IDENTIFICATION NUMBER

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

23. NON-APPROPRIATION OF FUNDS

Payments due and payable to CONSULTANT for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of CITY funds. In the event CITY has not appropriated sufficient funds for payment of CONSULTANT services beyond the

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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.

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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: Shawn Kowalewski PE
VP and Principal Engineer
MNS Engineers, Inc.
201 N. Calle Cesar Chavez, Suite 300
Santa Barbara, CA 93103

32. COUNTERPARTS AND ELECTRONIC/FACSIMILE SIGNATURES

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

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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

Signed by:
Robert Nisbet
Robert Nisbet, City Manager

CONSULTANT

DocuSigned by:
Darren Riegler
Darren Riegler, CEO

ATTEST

DocuSigned by:
Deborah Lopez
Deborah Lopez, City Clerk

DocuSigned by:
Miranda Patton
Miranda Patton, Secretary

APPROVED AS TO FORM:
ISAAC ROSEN, ACTING CITY ATTORNEY

DocuSigned by:
Scott Shapses
Scott Shapses, Deputy City Attorney

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EXHIBIT A - SCOPE

Task 1 – Project Initiation

CONSULTANT shall conduct a kick-off meeting with key CITY staff and consultants to discuss project scope, purpose, requirements and details. The team in attendance at this meeting will make up the project development team (PDT) and will take part in all project developments and decisions.

CONSULTANT shall collect and review available record data from the CITY staff. Data may include State, County, CITY and other record/documents, existing CAD/GIS files of street, storm drain, survey centerline and property monument data, topographic maps, aerial photographs, and traffic studies or reports.

Task 1 Deliverables

- Kick-Off Meeting with Agenda and Minutes
- Collect, Review and Organize Data

Task 2 – Update Existing and Develop New GTIP Projects

CONSULTANT shall use the CITY's electronic version of the existing Transportation DIF worksheets developed in 2018, for this work. CONSULTANT shall try to improve the function and operation of the worksheets if the budget and schedule allow.

CONSULTANT will verify with the CITY which of the unconstructed existing ~~GTIP~~ Transportation DIF Projects will remain in the 2024 DIF Update. Following this verification from the CITY, CONSULTANT shall convert the existing Transportation DIF projects to the new format and update the project graphics and estimates. CONSULTANT shall assumes twenty existing projects will be updated.

CONSULTANT shall develop new Transportation DIF Update Projects identified by the CITY Traffic Consultant. CONSULTANT shall assume ten new projects will be developed.

Overall, this effort shall include the following activities:

- Update/develop graphics showing project Location within CITY of Goleta.
- Update/develop graphics showing existing conditions and proposed project improvements.
- Update/develop quantity take off for proposed improvements.
- Update/develop cost estimate.
- Review and approval by CITY of updated project graphics and cost estimate.

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Task 2 Deliverables

- Project graphics and cost estimates for all 2024 Transportation DIF Update Projects.

Task 3 – Prepare Documentation

CONSULTANT shall prepare a preliminary 2024 Transportation DIF Update Projects Report. The report shall consist of an overall summary as well as the individual project concept exhibits and reports, traffic data, estimated costs, expected timing, etc.

The preliminary report shall be provided to the CITY for review and comment. Once the CITY has completed the preliminary report review, CONSULTANT shall conduct a meeting to review the comments and discuss changes to the scope of work or direction of the final project deliverables.

The ~~GTIP~~ 2024 Transportation DIF Update Projects Report and individual projects shall be revised and finalized to address the CITY review comments. The final report will be provided in indexed PDF format as well as original hardcopy in a binder. CITY comments shall be incorporated or otherwise addressed. A written response to each review comment will be provided to the CITY with the final 2024 Transportation DIF Update Projects Report.

Task 3 Deliverables

- Preliminary 2024 Transportation DIF Update Projects Report with Project Concept Exhibits and Reports (up to 30 projects)
- Preliminary Review Comments Response Memorandum
- Final 2024 Transportation DIF Update Projects Report with Project Concept Exhibits and Reports (up to 30 projects)

Services Not Included

- Professional land surveying or public right of way or private real property investigations.
- R-value testing for pavement design.
- Traffic analysis or impact studies (provided by the CITY Traffic Consultant)
- Utility research and location of underground utilities.
- Environmental documentation or permitting determinations.

Should work be needed in these areas, or areas not previously described, CONSULTANT will prepare a proposal or amendment, at the CITY's request, which contains the Scope of Services, fee and schedule required to complete the additional work items.

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CITY Provided Items

- Previously prepared documents, studies, project budget details, etc.
- List and scope of new 2024 Transportation DIF Update Projects.
- GIS or CAD files for base mapping and project concepts (new projects)

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EXHIBIT B

ENGINEERING		CONSTRUCTION MANAGEMENT		GOVERNMENT SERVICES	
Principal Engineer	$305	Principal Construction Manager	$330	City Engineer	$265
Lead Engineer	270	Senior Construction Manager	290	Deputy City Engineer	235
Supervising Engineer	255	Senior Resident Engineer	265	Assistant City Engineer	225
Senior Project Engineer	235	Resident Engineer	250	Plan Check Engineer	185
Project Engineer	210	Structure Representative	245	Permit Engineer	175
Associate Engineer	190	Construction Manager	230	City Inspector	168
Assistant Engineer	175	Assistant Resident Engineer	210	Senior City Inspector (PW)	185
		Sr. Construction Inspector (PW)	185	City Inspector (PW)	177
SURVEYING		Construction Inspector (PW)	177	Principal Stormwater Specialist	190
Principal Surveyor	$280	Office Administrator	135	Senior Stormwater Specialist	180
Lead Surveyor	270			Stormwater Specialist	170
Supervising Surveyor	230	**PLANNING**		Stormwater Technician	150
Senior Project Surveyor	210	Planning Director	$235	Building Official	250
Project Surveyor	185	City Planner/Planning Manager	220	Senior Building Inspector	200
Associate Project Surveyor	175	Principal Planner	205	Building Inspector	175
Assistant Project Surveyor	160	Senior Planner	190	Senior Grant Writer	190
Party Chief (PW)	190	Associate Planner	160	Grant Writer	180
Chainperson (PW)	160	Assistant Planner	135	Associate Grant Writer	160
One-Person Survey Crew (PW)	225	Planning Technician	115	Assistant Grant Writer	145
TECHNICAL SUPPORT		**ADMINISTRATIVE SUPPORT**			
CADD Manager	$210	Senior Management Analyst	$195		
Supervising Technician	180	Management Analyst	165		
Senior Technician	170	IT Technician	150		
Engineering Technician	130	Graphics/Visualization Specialist	160		
		Administrative Assistant	105		

DIRECT EXPENSES

Use of outside consultants as well as copies, blueprints, survey stakes, monuments, computer plots, telephone, travel (out of area) and all similar charges directly connected with the work will be charged at cost plus fifteen percent (15%). Mileage will be charged at the current federal mileage reimbursement rate.

PREVAILING WAGE RATES

Rates shown with Prevailing Wage "(PW)" annotation are used for field work on projects subject to federal or state prevailing wage law and are subject to increases per DIR.

ANNUAL ESCALATION

Standard fee rates provided for each classification are subject to 5% annual escalation or the most recent US Bureau of Labor Statistics Consumer Price Index, whichever is higher.

OVERTIME

Overtime for non-exempt employees will be charged at 1.5 x hourly rate; overtime for exempt employees and other classifications will be charged at 1 x hourly rate.