



TO: Mayor and Councilmembers

SUBMITTED BY: Luz “Nina” Buelna, Public Works Director

PREPARED BY: Sarah Fox, Business and Administration Manager

SUBJECT: Public Works Professional and General Services Amendments with DKS Associates, Inc., Disability Access Consultant, LLC., El Encanto Pool Services, Inc., and County Sanitation Company, Inc.

RECOMMENDATION:

- A. Authorize the City Manager to execute Amendment No. 3 to Professional Services Agreement No. 2025-058 with DKS Associates, Inc. for Professional Traffic Engineering Services, increasing the contract authority by \$100,000 for a total not-to-exceed amount of \$200,000; and extending the termination date through June 30, 2028; and
- B. Authorize the City Manager to execute Amendment No. 3 to Professional Services Agreement No. 2022-104 with Disability Access Consultant (DAC), LLC for ADA compliance services, increasing the contract authority by \$20,000 for a total not-to-exceed amount of \$64,900, and extending the termination date through June 30, 2028; and
- C. Authorize the City Manager to execute Amendment No. 1 to General Services Agreement No. 2026-017 with El Encanto Pool Services, Inc. for splash pad water quality and equipment maintenance services, increasing the contract authority by \$55,000 for a total not-to-exceed amount of \$100,000; and
- D. Authorize the City Manager to execute Amendment No. 1 to General Services Agreement No. 2026-022 with County Sanitation Company, Inc., DBA Stewart’s De-Rooting & Plumbing, for splash pad filter maintenance services, increasing the contract authority by \$15,000 for a total not-to-exceed amount of \$60,000.

BACKGROUND:

Since the City’s incorporation in 2002, Public Works has engaged private consultants and service providers to perform a variety of professional and general services. To support these services, the City utilizes a pre-qualified consultant process for Public

Works professional services. The consultants identified in this report were selected either from the City's Pre-Qualified Consultant List or through a separate competitive selection process, as applicable.

In 2022, the City conducted a formal Request for Qualifications process to establish a Pre-Qualified Consultant List for Public Works professional services. Firms that met the City's qualification requirements were placed on the list, which the City Council approved on January 17, 2023. In 2024, the City updated the Pre-Qualified Consultant List to add firms and technical service areas.

Public Works selected and executed agreements with the consultants identified in this report either from the City Council-approved Pre-Qualified Consultant List or through a separate competitive request for proposal process, as applicable. The information below summarizes the services provided by each consultant, the proposed amendments and agreements, the justification for each requested action, and the recommended City Council actions.

DISCUSSION:

DKS Associates

Public Works selected DKS Associates, Inc. (DKS) from the City's approved pre-qualified consultant list to provide traffic engineering services. Agreement No. 2025-058 with DKS was approved by the City Manager on July 1, 2025, for DKS to deliver a range of traffic engineering services, including conducting field reviews of transportation concerns, preparing field and staff reports, presenting transportation-related items at City Council meetings, reviewing land development requirements, reviewing traffic control plans, assisting City staff with traffic signal maintenance, performing monthly traffic data collection, and completing other traffic engineering duties as requested by the City. Amendment No. 1 to this agreement was executed on September 29, 2025, to add National Data Services (NDS) as a subconsultant to perform location-specific traffic counts. Amendment No. 2 was approved by Council on December 16, 2025, and increased the not-to-exceed amount of the DKS agreement by \$55,000 for a new not-to-exceed amount of \$100,000 and extended the termination date to June 30, 2027.

Amendment No. 3 with DKS will increase the contract authority by \$100,000 for a total not-to-exceed amount of \$200,000 and extend the termination date through June 30, 2028. The amendment will support continued traffic engineering services related to transportation planning, including increased effort in reviewing traffic items related to the City and proposed neighboring County development projects.

Disability Access Consultant (DAC), LLC

DAC was selected through a request-for-proposals process to provide support for Americans with Disability Act (ADA) Transition Plan completion, ADA Self-Evaluation, ADA site inspections, and general accessibility consulting work under Title II requirements.

On December 2, 2022, the City executed a Professional Services Agreement (Agreement No. 2022-104) with DAC for ADA compliance services. Amendment No. 1 to this agreement was executed June 28, 2024, to extend the termination date to June 30, 2025. Amendment No. 2 was executed on April 3, 2025, to update Exhibit B Schedule of Fees hourly rates and to extend the termination date to June 30, 2026.

Amendment No. 3 with DAC will provide additional compensation of \$20,000 for continued ADA-related tasks and accessibility consulting services, increase the total not-to-exceed amount to \$64,900, update the hourly rates, and extend the agreement termination date to June 30, 2028.

El Encanto Pool Services, Inc.

Staff released a Request for Proposals (RFP) on PlanetBids in July 2023 to identify potential maintenance contractors for the new splash pad at Jonny D. Wallis Neighborhood Park. The City did not receive any responses to the RFP. In December 2023, the City released a second RFP, and pool maintenance companies and pool chemical supply houses within a 50-mile radius were contacted and informed of the open RFP. City staff directly contacted 10 pool maintenance companies and three (3) pool chemical supply companies. Ultimately, the RFP only received two (2) responses and neither response resulted in a final agreement. Public Works continued to reach out to local pool contractors and ultimately negotiated and selected El Encanto Pool Services, Inc. (El Encanto) to support with splash pad water quality and equipment maintenance. A general services agreement with El Encanto was approved by the City Manager on April 1, 2026 (Agreement No. 2026-017) in the amount of \$45,000.

Amendment No. 1 with El Encanto will increase the contract authority by \$55,000 for a total not-to-exceed amount of \$100,000. The amendment will support continued water quality and equipment maintenance services at the splash pad.

County Sanitation Company, Inc. DBA Stewart's De-Rooting & Plumbing

Public Works selected County Sanitation Company, Inc. DBA Stewart's De-Rooting & Plumbing (Stewart's) through an informal bid process to provide a trained confined-space entry team to change the filters in the splash pad surge tank on an as-needed basis, per manufacturer recommendation. A general services agreement with Stewart's was approved by the City Manager on April 24, 2026 (Agreement No. 2026-22) in the amount of \$45,000.

Amendment No. 1 with Stewart's will increase the contract authority by \$15,000 for a total not-to-exceed amount of \$60,000. The amendment will support continued filter maintenance services at the splash pad through the open season.

FISCAL IMPACTS:

These amendments are funded by various accounts listed in Table 1 below, using funding from the FY 25/26 and 26/27 (pending approval) budgets. There is sufficient budget allocated to support these amendments.

Table 1 – Estimated Costs and Funding for Amendments

Vendor	Project Component	Estimated Total Additional Costs	Funding Source	Funding Amounts
DKS	Traffic Engineering Services	\$100,000	101-50-5200-51200	\$100,000
Total:		\$100,000	Total:	\$100,000
DAC	ADA Compliance Services	\$20,000	101-50-5200-51300	\$20,000
Total:		\$20,000	Total:	\$20,000
El Encanto Pool Services	Splash Pad Water Quality and Equipment Maintenance Services	\$55,000	101-50-5400-51300	\$55,000
Total:		\$55,000	Total:	\$55,000
County Sanitation Company	Splash Pad Filter Maintenance Services	\$15,000	101-50-5400-51300	\$15,000
Total:		\$15,000	Total:	\$15,000

ALTERNATIVES:

The City Council can elect not to approve the amendments discussed herein; however, this would result in significant delays to the initiation and completion of the work associated with the projects.

LEGAL REVIEW BY: Isaac Rosen, City Attorney

APPROVED BY: Robert Nisbet, City Manager

ATTACHMENTS:

1. Amendment No. 3 to Professional Services Agreement 2025-058 with DKS Associates, Inc.
2. Professional Services Agreement 2025-058 with DKS Associates, Inc. and Amendments 1 and 2
3. Amendment No. 3 to Professional Services Agreement No. 2022-104 with Disability Access Consultant (DAC), LLC

4. Professional Services Agreement No. 2022-104 with Disability Access Consultant (DAC), LLC and Amendments 1 and 2
5. Amendment No. 1 to General Services Agreement 2026-017 with El Encanto Pool Services, Inc.
6. General Services Agreement 2026-017 with El Encanto Pool Services, Inc.
7. Amendment No. 1 to General Services Agreement 2026-022 with County Sanitation Company DBA Stewart's Plumbing & De-Rooting
8. General Services Agreement 2026-022 with County Sanitation Company DBA Stewart's Plumbing & De-Rooting

ATTACHMENT 1

Amendment No. 3 to Professional Services Agreement 2025-058 with DKS Associates,
Inc

**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 July 1, 2025 (“Agreement,” Agreement No. 2025-058) is made on this ____ day of _____, 2026.

SECTION A. RECITALS

1. This Agreement is for Professional Traffic Engineering Services; and
2. This Agreement has been amended to update the scope of work, identify subcontractor, increase compensation by \$55,000 for a not-to-exceed amount of \$100,000, and extend termination of the agreement to June 30, 2027 (Amendment No. 1 and 2); and
3. The Agreement currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed \$100,000; and
4. The parties desire to amend the Agreement so as to provide for additional compensation in the amount of \$100,000 for continued tasks; and
5. The Agreement currently provides in Section 6 for the termination of the Agreement on June 30, 2027; and
6. The parties desire to amend the Agreement so as to extend the termination of the Agreement to June 30, 2028; and
7. The Agreement currently provides in Section 8 that the City agreed that CONSULTANT may subcontract services; and
8. The parties desire to amend Section 8 of the Agreement so as to add Quality Counts for subcontract services; and
9. The Agreement currently provides in Exhibit B entitled “Schedule of Fees” the hourly rates; and
10. The parties desire to amend Exhibit B of the Agreement to identify the new hourly rates, attached as “Exhibit B-1”; and
11. The City Council approved this Amendment No. 3, on this ____ day of _____, 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 \$100,000 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 \$200,000 (herein "not-to-exceed amount") and shall be earned as the work progresses.

Hourly at the hourly rates and with reimbursement to CONSULTANT for those expenses set forth in CONSULTANT's Schedule of Fees marked Exhibit "B-1," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until June 30, 2028, 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 one year to read in its entirety:

The term of this Agreement is from the date first written above to June 30, 2028, unless the term of this Agreement is extended or the Agreement is terminated as provided for herein.

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

3. Section 8. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR
of the Agreement is amended to add Quality Counts for subcontract services
and to read in its entirety:

This AGREEMENT is for professional services which are personal to CITY. Jim Damkowitz is deemed to be specially experienced and is a key member of CONSULTANT's firm, and shall be directly involved in the performance of this work. This key person shall communicate with, and periodically report to, CITY on the progress of the work. Should any such individual be removed from assisting in this contracted work for any reason, CITY may terminate this AGREEMENT.

This AGREEMENT may not be assigned or subcontracted without the City Manager's prior written consent. City has agreed that CONSULTANT may subcontract services through:

- National Data Services (NDS), Ruben Gallegos, Southwest Regional Manager, Traffic Counts
- Quality Counts, LLC. For traffic counts and transportation data collection.

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

Exhibit B "Schedule of Fees" with **Exhibit B-1 "Schedule of Fees"** attached hereto and incorporated herein.

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

In concurrence and witness whereof, this Amendment No. 3 has been executed by the parties effective on the date and year first above written.

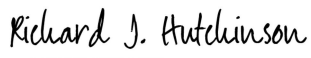
CITY OF GOLETA

Robert Nisbet, City Manager

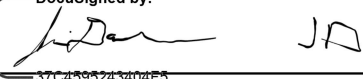
ATTEST:

Deborah Lopez, City Clerk

CONSULTANT

Signed by:


Richard J. Hutchinson, Vice President

DocuSigned by:


Jim Damkowitch, Managing Director

APPROVED AS TO FORM:
ISAAC ROSEN, CITY ATTORNEY

Signed by:


Scott Shapses, Deputy City Attorney

**EXHIBIT B-1
SCHEDULE OF FEES**

Fee Schedule					
<i>Effective January 1, 2026 through December 31, 2026</i>					
Grade	Hourly Rate	Grade	Hourly Rate	Grade	Hourly Rate
Grade 5	75.00	Grade 37	235.00	Grade 69	395.00
Grade 6	80.00	Grade 38	240.00	Grade 70	400.00
Grade 7	85.00	Grade 39	245.00	Grade 71	405.00
Grade 8	90.00	Grade 40	250.00	Grade 72	410.00
Grade 9	95.00	Grade 41	255.00	Grade 73	415.00
Grade 10	100.00	Grade 42	260.00	Grade 74	420.00
Grade 11	105.00	Grade 43	265.00	Grade 75	425.00
Grade 12	110.00	Grade 44	270.00	Grade 76	430.00
Grade 13	115.00	Grade 45	275.00	Grade 77	435.00
Grade 14	120.00	Grade 46	280.00	Grade 78	440.00
Grade 15	125.00	Grade 47	285.00	Grade 79	445.00
Grade 16	130.00	Grade 48	290.00	Grade 80	450.00
Grade 17	135.00	Grade 49	295.00	Grade 81	455.00
Grade 18	140.00	Grade 50	300.00	Grade 82	460.00
Grade 19	145.00	Grade 51	305.00	Grade 83	465.00
Grade 20	150.00	Grade 52	310.00	Grade 84	470.00
Grade 21	155.00	Grade 53	315.00	Grade 85	475.00
Grade 22	160.00	Grade 54	320.00		
Grade 23	165.00	Grade 55	325.00		
Grade 24	170.00	Grade 56	330.00		
Grade 25	175.00	Grade 57	335.00		
Grade 26	180.00	Grade 58	340.00		
Grade 27	185.00	Grade 59	345.00		
Grade 28	190.00	Grade 60	350.00		
Grade 29	195.00	Grade 61	355.00		
Grade 30	200.00	Grade 62	360.00		
Grade 31	205.00	Grade 63	365.00		
Grade 32	210.00	Grade 64	370.00		
Grade 33	215.00	Grade 65	375.00		
Grade 34	220.00	Grade 66	380.00		
Grade 35	225.00	Grade 67	385.00		
Grade 36	230.00	Grade 68	390.00		

- Project expenses include project-related costs such as reproduction through outside services, transportation, subsistence, delivery/postage, and vendor and subcontractor services.
- 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 2

Professional Services Agreement 2025-058 with DKS Associates, Inc. and
Amendments 1 and 2

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

This AGREEMENT FOR PROFESSIONAL SERVICES (herein referred to as "AGREEMENT") is made and entered into this 1st day of July, 2025, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **DKS ASSOCIATES**, a Corporation (herein referred to as "CONSULTANT").

SECTION A. RECITALS

1. The CITY has a need for professional traffic engineering services; 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 Manager approved this AGREEMENT pursuant to Goleta Municipal Code section 3.05.070.

SECTION B. TERMS

1. RETENTION AS CONSULTANT

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

2. DESCRIPTION OF SERVICES

The services to be performed by CONSULTANT are as follows:

Professional Traffic Engineering Services shall generally include on-call traffic services 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 \$45,000 (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

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

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

4. EXTRA SERVICES

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

5. CITY PROJECT MANAGER AND SERVICES BY CITY

The services to be performed by CONSULTANT shall be accomplished under the general direction of, and coordinate with, CITY's "Project Manager", as that staff person is designated by CITY from time to time, and who presently is José Tchopourian. Project Manager shall have the authority to act on behalf of the CITY in administering this AGREEMENT but shall not be authorized to extend the term of the AGREEMENT or increase the not to exceed amount.

6. TERM, PROGRESS AND COMPLETION

The term of this AGREEMENT is from the date first written above to June 30, 2026, 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 member of CONSULTANT's firm, and shall be directly involved in the performance of this work. This key person shall communicate with, and periodically report to, CITY on the progress of the work. Should any such individual be removed from assisting in this contracted work for any reason, CITY may terminate this AGREEMENT. This AGREEMENT may not be assigned or subcontracted without the City Manager's prior written consent.

9. HOLD HARMLESS AND INDEMNITY

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

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

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

10. INSURANCE

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

Insurance shall include the following (or broader) coverage:

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

compensation and an Employer's Liability limit of \$1,000,000 per accident or disease.

- d) Professional liability insurance that covers the services to be performed in connection with this agreement, in the minimum amount of \$1,000,000 per claim.

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

- a) Except for professional liability insurance, CITY, its employees, officials, agents and member agencies shall be covered as additional insureds. Coverage shall apply to any and all liability arising out of the work performed or related to the contract. Additional insured status under the general liability requirement shall be provided on Insurance Services Office Form CG 20 10, with an edition date prior to 2004, or its equivalent. Additional insured status for completed operations shall be provided either in the additional insured form or through another endorsement such as CG 20 37, or its equivalent.
- b) General and automobile liability insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage will not be limited to CITY's vicarious liability.
- c) Professional liability insurance policies inception date, continuity date, or retroactive date must be before the effective date of this agreement. CONSULTANT agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.
- d) Except for professional liability insurance, liability coverage shall be primary and non-contributing with any insurance maintained by CITY.
- e) Evidence of coverage (including the workers' compensation and employer's liability policies) shall provide that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after 30 days' prior written notice has been given to CITY. Such provision shall not include any limitation of liability of the insurer for failure to provide such notice.
- f) No liability insurance coverage provided to comply with this AGREEMENT shall prohibit CONSULTANT, or CONSULTANT's employees, or agents, from waiving the right of recovery prior to a loss. CONSULTANT waives its right of recovery against CITY.

- g) CONSULTANT agrees to deposit with CITY within fifteen days of Notice to Proceed of the Contract certificates of insurance and required endorsements.
- h) There shall be no recourse against CITY for payment of premiums or other amounts with respect to the insurance required to be provided by CONSULTANT hereunder. Any failure, actual or alleged, on the part of CITY to monitor compliance with these requirements will not be deemed as a waiver of any rights on the part of CITY. CITY has no additional obligations by virtue of requiring the insurance set forth herein. In the event any policy of insurance required under this AGREEMENT does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments.
- i) CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against CONSULTANT arising out of the work performed under this AGREEMENT. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

11. RELATIONSHIP OF CONSULTANT TO CITY

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

12. CORRECTIONS

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

13. TERMINATION BY CITY

CITY, by notifying CONSULTANT in writing, may upon 10 calendar days notice, terminate without cause any portion or all of the services agreed to be performed under this AGREEMENT. If termination is for cause, no notice period

need be given. In the event of termination, CONSULTANT shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by CITY to CONSULTANT within 30 days following submission of a final statement by CONSULTANT unless termination is for cause. In such event, CONSULTANT shall be compensated only to the extent required by law.

14. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

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

15. AUDIT OF RECORDS

At any time during normal business hours and as often as it may deem necessary, CONSULTANT shall make available to a representative of CITY for examination of all its records with respect to all matters covered by this AGREEMENT and will permit CITY to audit, examine and/or reproduce such records. CONSULTANT will retain such financial records, time sheets, work progress reports, invoices, bills and project records for at least two years after termination or final payment under this AGREEMENT.

16. WAIVER; REMEDIES CUMULATIVE

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

cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

17. CONFLICT OF INTEREST

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

18. CONSTRUCTION OF LANGUAGE OF AGREEMENT

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

19. MITIGATION OF DAMAGES

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

20. GOVERNING LAW

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

21. NONDISCRIMINATION

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 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,

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

Signed by:

John Bosket

John Bosket, Vice President

ATTEST

DocuSigned by:

Deborah Lopez

Deborah Lopez, City Clerk

DocuSigned by:

Jim Dankowitch JD

Jim Dankowitch, Managing Director

APPROVED AS TO FORM:
ISAAC ROSEN, CITY ATTORNEY

Signed by:

Scott Shapses

Scott Shapses, Deputy City Attorney

EXHIBIT A SCOPE OF WORK

CONSULTANT shall assist Public Works staff by:

- Conducting or overseeing field reviews of transportation concerns and documenting existing conditions with measurements, notes and photographs.
- Preparing reports describing observations of existing conditions and providing recommendations, justified by applicable standards, guidance and options from accepted sources including: CAMUTCD, California Highway Design Manual, Caltrans and APWA Standard Plans and Specifications, AASHTO and NACTO publications, etc.
- Preparing or overseeing preparation of staff reports and responses prepared by City staff in response to transportation-related items.
- Presenting transportation-related items at City Council meetings and other meetings as needed.
- Reviewing land development submittals for traffic and safety impacts, site circulation and access issues, and traffic impact fee requirements.
- Reviewing traffic control plans for consistency with current regulations for encroachment permits.
- Assisting City staff in resolving traffic signal maintenance issues in coordination with contracted maintenance technicians.
- Performing or overseeing monthly collection of traffic data for the purpose of updating City Council on the performance of the City's Interim Striping Project through Old Town.
- Performing other traffic engineering duties as requested by the City.

EXHIBIT B SCHEDULE OF FEES



EXHIBIT B SCHEDULE OF FEES <i>Effective January 1, 2025 through December 31, 2025</i>					
<i>ENGINEERS and PLANNER</i>			<i>TECHNICIANS and SUPPORT STAFF</i>		
Grade	Hourly Rate	Grade	Hourly Rate	Tech Level	Hourly Rate
Grade 9	95.00	Grade 42	260.00	Tech Level M	95.00
Grade 10	100.00	Grade 43	265.00	Tech Level N	100.00
Grade 11	105.00	Grade 44	270.00	Tech Level O	105.00
Grade 12	110.00	Grade 45	275.00	Tech Level P	110.00
Grade 13	115.00	Grade 46	280.00	Tech Level Q	115.00
Grade 14	120.00	Grade 47	285.00	Tech Level R	120.00
Grade 15	125.00	Grade 48	290.00	Tech Level S	125.00
Grade 16	130.00	Grade 49	295.00	Tech Level T	130.00
Grade 17	135.00	Grade 50	300.00	Tech Level U	135.00
Grade 18	140.00	Grade 51	305.00	Tech Level V	140.00
Grade 19	145.00	Grade 52	310.00	Tech Level W	145.00
Grade 20	150.00	Grade 53	315.00	Tech Level X	150.00
Grade 21	155.00	Grade 54	320.00	Tech Level Y	155.00
Grade 22	160.00	Grade 55	325.00	Tech Level Z	160.00
Grade 23	165.00	Grade 56	330.00	Tech Level AA	165.00
Grade 24	170.00	Grade 57	335.00	Tech Level AB	170.00
Grade 25	175.00	Grade 58	340.00	Tech Level AC	175.00
Grade 26	180.00	Grade 59	345.00	Tech Level AD	180.00
Grade 27	185.00	Grade 60	350.00	Tech Level AE	185.00
Grade 28	190.00	Grade 61	355.00	Tech Level AF	190.00
Grade 29	195.00	Grade 62	360.00	Tech Level AG	195.00
Grade 30	200.00	Grade 63	365.00	Tech Level AH	200.00
Grade 31	205.00	Grade 64	370.00	Tech Level AI	205.00
Grade 32	210.00	Grade 65	375.00	Tech Level AJ	210.00
Grade 33	215.00	Grade 66	380.00	Tech Level AN	230.00
Grade 34	220.00	Grade 67	385.00	Tech Level AO	235.00
Grade 35	225.00	Grade 68	390.00	Tech Level AP	240.00
Grade 36	230.00	Grade 69	395.00		
Grade 37	235.00	Grade 70	400.00		
Grade 38	240.00				
Grade 39	245.00				
Grade 40	250.00				
Grade 41	255.00				

• 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.



Expert Witness and Deposition Fee Schedule					
<i>Effective January 1, 2025 through December 31, 2025</i>					
ENGINEERS and PLANNERS				TECHNICIANS and SUPPORT STAFF	
Grade	Hourly Rate	Grade	Hourly Rate	Tech Level	Hourly Rate
Grade 7	115.00	Grade 40	360.00	Tech Level L	95.00
Grade 8	125.00	Grade 41	370.00	Tech Level M	100.00
Grade 9	130.00	Grade 42	380.00	Tech Level N	105.00
Grade 10	135.00	Grade 43	390.00	Tech Level O	110.00
Grade 11	140.00	Grade 44	400.00	Tech Level P	115.00
Grade 12	145.00	Grade 45	410.00	Tech Level Q	120.00
Grade 13	150.00	Grade 46	420.00	Tech Level R	125.00
Grade 14	155.00	Grade 47	430.00	Tech Level S	130.00
Grade 15	160.00	Grade 48	440.00	Tech Level T	135.00
Grade 16	165.00	Grade 49	450.00	Tech Level U	140.00
Grade 17	175.00	Grade 50	460.00	Tech Level V	145.00
Grade 18	185.00	Grade 51	470.00	Tech Level W	150.00
Grade 19	195.00	Grade 52	480.00	Tech Level X	155.00
Grade 20	215.00	Grade 53	490.00	Tech Level Y	160.00
Grade 21	220.00	Grade 54	500.00	Tech Level Z	165.00
Grade 22	225.00	Grade 55	510.00	Tech Level AA	170.00
Grade 23	230.00	Grade 56	520.00	Tech Level AB	175.00
Grade 24	235.00	Grade 57	530.00	Tech Level AC	180.00
Grade 25	240.00	Grade 58	540.00	Tech Level AD	185.00
Grade 26	245.00	Grade 59	550.00	Tech Level AE	190.00
Grade 27	250.00	Grade 60	560.00	Tech Level AF	195.00
Grade 28	255.00	Grade 61	570.00	Tech Level AG	200.00
Grade 29	260.00	Grade 62	580.00	Tech Level AH	205.00
Grade 30	265.00	Grade 63	590.00		
Grade 31	270.00	Grade 64	600.00		
Grade 32	280.00	Grade 65	610.00		
Grade 33	290.00	Grade 66	620.00		
Grade 34	300.00	Grade 67	630.00		
Grade 35	310.00	Grade 68	640.00		
Grade 36	320.00	Grade 69	650.00		
Grade 37	330.00	Grade 70	660.00		
Grade 38	340.00				
Grade 39	350.00				

- Project expenses will be billed at cost for service and handling. Project expenses include project-related costs such as transportation, subsistence, reproduction, postage, telephone, computer charges, and subcontractor services.
- 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.
- Rate schedule includes billing rates for personnel who might support investigation and preparation.

**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.** ("Consultant") dated July 1, 2025 ("Agreement," Agreement No. 2025-058) is made on this 29th day of September, 2025.

SECTION A. RECITALS

1. This Agreement is for the Professional Traffic Engineering Services; and
2. The Agreement currently provides in Exhibit A entitled "Scope of Work" the complete and particular description of services; and
3. 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
4. The parties desire to amend Section 8 so as to allow Personal Service/ Assignment/Subcontractor; and
5. The City Manager approved this Amendment No. 1, on this 29th day of September, 2025.

SECTION B. AMENDED TERMS

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

1. 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.

2. Section 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 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:

- National Data Services (NDS), Ruben Gallegos, Southwest Regional Manager, Traffic Counts

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:

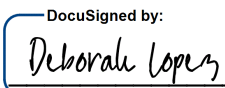

 Robert Nisbet, City Manager

CONSULTANT

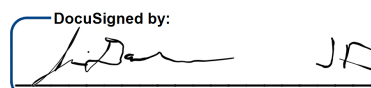
Signed by:


 John Bosket, Vice President

ATTEST:

DocuSigned by:


 Deborah Lopez, City Clerk

DocuSigned by:


 Jim Dankowitch, Managing Director

APPROVED AS TO FORM:
ISAAC ROSEN, CITY ATTORNEY

Signed by:


 Scott Shapses, Deputy City Attorney

EXHIBIT A-1 SCOPE OF WORK

The following scope of service is to provide a one year update on the current operations of Hollister Avenue from Fairview Avenue to Kellogg Avenue. The intent of this study is to provide City staff with information necessary to update the Council on the impacts that the interim striping plan has had on the local community in relation to the project goals of increasing parking spaces, reducing traffic speeds, reducing collisions, improving bike and pedestrian conditions, and maintaining traffic flow. This will be the second update on this project with the previous update having been presented in March 2025 based on data collected in December 2024 and January 2025.

Task 1: Data Collection

The first task of this project will be to collect data which reflects traffic conditions since January of 2025. Based on the previous staff report data needs to be compiled related to parking occupancy, collisions, speeds, and traffic volumes. Based on conversations with City staff, the City will collect data related to parking occupancy and travel speeds on Hollister Avenue and provide this data to DKS for processing. City staff will also provide DKS with collision data for crashes occurring between July 2024 (after project implementation) and July 2025.

DKS will have National Data Services (NDS) collect volume data at locations and in a manner consistent with the prior analysis. This includes collecting one day 24-hour hose counts at the following five locations for one day each in August, September, and October. These counts will be collected mid-week (Tuesday-Thursday) on non-holiday weeks.

- Hollister Avenue between Magnolia Avenue and Pine Avenue
- Gaviota Street between Magnolia Avenue and Pine Avenue
- Mandarin Drive between Magnolia Avenue and Pine Avenue
- Armitos Drive between Cardinal Avenue and Kinman Avenue
- Gato Avenue between Cardinal Avenue and Kinman Avenue

In addition to the 24-hour counts, NDS will collect AM (7-9am) and PM (4-6pm) intersection turning movement counts at five locations at the same time that the hose counts are being conducted in August, September, and October. These counts will include pedestrian and bicyclist activity. The following five locations will be counted:

- Hollister Avenue and Pine Avenue
- Pine Avenue and Gaviota Street
- Pine Avenue and Mandarin Avenue
- Kinman Avenue and Armitos Avenue
- Kinman Avenue and Gato Avenue

Task 2: Data Analysis

After compiling the data in Task 1, DKS will conduct data trend analysis relevant to understanding if the goals of the project are being met. This includes crash trend analysis, summary speed statistics and comparison with prior data collection, trends in daily and peak period travel patterns, and intersection delay analysis at the intersection of Pine Avenue and Hollister Avenue.

Task 3: Documentation

DKS will document the findings of analysis to support a staff report to council on the current operations of Hollister Avenue in Old Town. This will include a draft memorandum for review by City staff with one round of comments before final submittal. DKS will also support the preparation of materials for the staff presentation to Council.

**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.** (“Consultant”) dated July 1, 2025 (“Agreement,” Agreement No. 2025-058) is made on this 16th day of December, 2025.

SECTION A. RECITALS

1. This Agreement is for the Professional Traffic Engineering Services; and
2. This Agreement has been amended to update the scope of work and identify subcontractor (Amendment No. 1); and
3. The Agreement currently provides for the total compensation amount not to exceed \$ 45,000; and
4. The parties desire to amend the Agreement so as to provide for additional compensation in the amount of \$55,000 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 June 30, 2027; 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. City Council approved this Amendment No. 2, on this 16th day of December, 20 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 \$55,000 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 \$100,000 (herein "not-to-exceed amount") and shall be earned as the work progresses.

Hourly at the hourly rates and with reimbursement to CONSULTANT for those expenses set forth in CONSULTANT's Schedule of Fees marked Exhibit "B," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until June, 30 2027, 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 one year to read in its entirety:

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

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

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

Exhibit A-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.


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:



1AEBACAD159E4D7...
Robert Nisbet, City Manager

DKS ASSOCIATES, INC.


Signed by:


43D9648C9F4346B...
John Bosket, Vice President

ATTEST:

DocuSigned by:


A3E09F3473CA47E...
Deborah Lopez, City Clerk

DocuSigned by:
 JD

37C4595243404F5...
Jim Damkowitch, Managing Director

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

Signed by:


4365248AE5424CE...
Scott Shapses, Deputy City Attorney

EXHIBIT A-2 SCOPE OF WORK

CONSULTANT shall assist Public Works staff by:

- Conducting or overseeing field reviews of transportation concerns and documenting existing conditions with measurements, notes and photographs.
- Preparing reports describing observations of existing conditions and providing recommendations, justified by applicable standards, guidance and options from accepted sources including: CAMUTCD, California Highway Design Manual, Caltrans and APWA Standard Plans and Specifications, AASHTO and NACTO publications, etc.
- Preparing or overseeing preparation of staff reports and responses prepared by City staff in response to transportation-related items.
- Presenting transportation-related items at City Council meetings and other meetings as needed.
- Reviewing land development submittals for traffic and safety impacts, site circulation and access issues, and traffic impact fee requirements.
- Reviewing traffic control plans for consistency with current regulations for encroachment permits.
- Assisting City staff in resolving traffic signal maintenance issues in coordination with contracted maintenance technicians.
- Performing or overseeing monthly collection of traffic data for the purpose of updating City Council on the performance of the City's Interim Striping Project through Old Town.
- Performing other traffic engineering duties as requested by the City

The following scope of service is to provide a one year update on the current operations of Hollister Avenue from Fairview Avenue to Kellogg Avenue. The intent of this study is to provide City staff with information necessary to update the Council on the impacts that the interim striping plan has had on the local community in relation to the project goals of increasing parking spaces, reducing traffic speeds, reducing collisions, improving bike and pedestrian conditions, and maintaining traffic flow. This will be the second update on this project with the previous update having been presented in March 2025 based on data collected in December 2024 and January 2025.

(a) Task 1: Data Collection

The first task of this project will be to collect data which reflects traffic conditions since January of 2025. Based on the previous staff report data needs to be compiled related to parking occupancy, collisions, speeds, and traffic volumes. Based on conversations with City staff, the City will collect data related to parking occupancy and travel speeds on Hollister Avenue and provide this data to DKS for processing. City staff will also provide DKS with collision data for crashes occurring between July 2024 (after project implementation) and July 2025.

DKS will have National Data Services (NDS) collect volume data at locations and in a manner consistent with the prior analysis. This includes collecting one day 24-hour hose counts at the following five locations for one day each in August, September, and October. These counts will be collected mid-week (Tuesday-Thursday) on non-holiday weeks.

- Hollister Avenue between Magnolia Avenue and Pine Avenue
- Gaviota Street between Magnolia Avenue and Pine Avenue
- Mandarin Drive between Magnolia Avenue and Pine Avenue
- Armitos Drive between Cardinal Avenue and Kinman Avenue
- Gato Avenue between Cardinal Avenue and Kinman Avenue

In addition to the 24-hour counts, NDS will collect AM (7-9am) and PM (4-6pm) intersection turning movement counts at five locations at the same time that the hose counts are being conducted in August, September, and October. These counts will include pedestrian and bicyclist activity. The following five locations will be counted:

- Hollister Avenue and Pine Avenue
- Pine Avenue and Gaviota Street
- Pine Avenue and Mandarin Avenue
- Kinman Avenue and Armitos Avenue
- Kinman Avenue and Gato Avenue

(b) Task 2: Data Analysis

After compiling the data in Task 1, DKS will conduct data trend analysis relevant to understanding if the goals of the project are being met. This includes crash trend analysis, summary speed statistics and comparison with prior data collection, trends in daily and peak period travel patterns, and intersection delay analysis at the intersection of Pine Avenue and Hollister Avenue

(c) Task 3: Documentation

DKS will document the findings of analysis to support a staff report to council on the current operations of Hollister Avenue in Old Town. This will include a draft memorandum for review by City staff with one round of comments before final submittal. DKS will also support the preparation of materials for the staff presentation to Council.

ATTACHMENT 3

Amendment No. 3 to Professional Services Agreement No. 2022-104 with Disability
Access Consultant (DAC), LLC

**AMENDMENT NO. 3
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
DISABILITY ACCESS CONSULTANT (DAC), LLC.**

This **Amendment No. 3** to the Professional Services Agreement by and between the **City of Goleta**, a municipal corporation (“City”) and **Disability Access Consultant (DAC), LLC** (“Consultant”) dated December 2, 2022 (“Agreement,” Agreement No. 2022-104) is made on this ____ day of _____, 2026.

SECTION A. RECITALS

1. This Agreement is for the compliance with Americans with Disabilities Act (ADA) requirements including ADA transition plan completion, ADA Self Evaluation, ADA site inspection, and general accessibility consulting work under Title II requirements; and
2. This Agreement has been amended to extend the termination date and identify new hourly rates (Amendment No. 1 & 2); and
3. The Agreement currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed \$44,900; 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 June 30, 2028; and
7. The City Council approved this Amendment No. 3, on this ____ day of _____, 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 \$20,000 and to read in its entirety:

- (a) **Maximum and Rate.** The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$64,900 (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-1," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until June 30, 2028, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager as described in Section 5 (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

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

The term of this Agreement is from the date first written above to June 30, 2028, unless the term of this Agreement is extended or the Agreement is terminated as provided for herein.

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

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

In concurrence and witness whereof, this Amendment No. 3 has been executed by the parties effective on the date and year first above written.

CITY OF GOLETA

CONSULTANT

Robert Nisbet, City Manager

DocuSigned by:
Tim Mahoney

3894BD3D48DC463
Tim Mahoney, General Manager

ATTEST:

Deborah Lopez, City Clerk

APPROVED AS TO FORM:
ISAAC ROSEN, CITY ATTORNEY

Signed by:
Scott Shapses

4218AF313C014E2...
Scott Shapses, Deputy City Attorney

SCHEDULE OF FEES

Title		Hourly Rate
Senior and Lead Consultant	Barb Thorpe	\$170
Senior Director of Accessibility Services & CASp	Mike Boga	\$170
General Manager	Tim Mahoney	\$150
Director of Admin & Professional Services	Jennie Grover	\$150
Director of Accessibility Services & CASp	Candice Pursch	\$150
Accessibility Specialists	Various	\$100
Administrative Analysts	Various	\$100
Information Technology Specialist, if requested	Sri Talasila	\$170
Digital Accessibility Specialists	Various	\$110

Travel: If travel is required, all travel expenses will be pre-approved by City and will be charged at the current IRS mileage and per diem rates.

ATTACHMENT 4

Professional Services Agreement No. 2022-104 with Disability Access Consultant
(DAC), LLC and Amendments 1 and 2

2022-104

Project Name: Americans with Disabilities Act (ADA) Consultant

**BETWEEN THE CITY OF GOLETA
AND
DISABILITY ACCESS CONSULTANT (DAC), LLC**

This AGREEMENT FOR PROFESSIONAL SERVICES (herein referred to as "AGREEMENT") is made and entered into this 2nd of December, 2022, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **DISABILITY ACCESS CONSULTANT (DAC), LLC**, a California Corporation, (herein referred to as "CONSULTANT").

SECTION A. RECITALS

1. The CITY has a need for professional Americans with Disabilities Act (ADA) Consultant to comply, including ADA transition plan completion, ADA Self Evaluation, ADA site inspection, and general accessibility consulting work under Title II requirements: 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 by an evaluation process of proposals received from a non-urgent situation and contacted three consultant firms; and

4. The City Manager approved this AGREEMENT pursuant to Goleta Municipal Code section 3.05.070.

CITY and CONSULTANT agree as follows:

1. RETENTION AS CONSULTANT

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

2. DESCRIPTION OF SERVICES

The services to be performed by CONSULTANT are as follows:

Professional Americans with Disabilities Act (ADA) Consultant: Services shall generally include ADA transition plan completion, ADA Self Evaluation, ADA site inspection, and general accessibility consulting work under Title II requirements from FY 22-23 through FY 23-24: attached as Exhibit "A," and incorporated herein.

CONSULTANT shall deliver to CITY the deliverables defined by individual project assigned.

3. COMPENSATION AND PAYMENT

(a) **Maximum and Rate.** The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$ 44,900 (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

Hourly at the hourly rates and with reimbursement to CONSULTANT for those expenses set forth in CONSULTANT's Schedule of Fees marked Exhibit "B," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until June 30, 2024, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager as described in Section 5 (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

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

4. EXTRA SERVICES

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

5. CITY PROJECT MANAGER AND SERVICES BY CITY

The services to be performed by CONSULTANT shall be accomplished under the general direction of, and coordinate with, CITY's "Project Manager", as that staff person is designated by CITY from time to time, and who presently is Julie Jang, Project Manager, and shall have the authority to act on behalf of the CITY in administering this AGREEMENT but shall not be authorized to extend the term of the AGREEMENT or increase the not to exceed amount.

6. TERM, PROGRESS AND COMPLETION

The term of this AGREEMENT is from the date first written above to June 30, 2024, 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. Tim Mahoney, General Manager in DAC is deemed to be specially experienced and is a key member of CONSULTANT's firm, and shall be directly involved in the performance of this work. This key person shall communicate with, and periodically report to, CITY on the progress of the work. Should any such individual be removed from assisting in this contracted work for any reason, CITY may terminate this AGREEMENT. This AGREEMENT may not be assigned or subcontracted without the City Manager's prior written consent.

9. HOLD HARMLESS AND INDEMNITY

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

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

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

10. INSURANCE

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

Insurance shall include the following (or broader) coverage:

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

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

- a) Except for professional liability insurance, CITY, its employees, officials, agents and member agencies shall be covered as additional insureds. Coverage shall apply to any and all liability arising out of the work performed or related to the contract. Additional insured status under the general liability requirement shall be provided on Insurance Services Office Form CG 20 10, with an edition date prior to 2004, or its equivalent. Additional insured status for completed operations shall be provided either in the additional insured form or through another endorsement such as CG 20 37, or its equivalent.
- b) General and automobile liability insurance shall apply separately to each insured against whom a claim 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 inception date, continuity date, or retroactive date must be before the effective date of this agreement. CONSULTANT agrees to maintain continuous coverage through a

period no less than three years after completion of the services required by this agreement.

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

11. RELATIONSHIP OF CONSULTANT TO CITY

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

12. CORRECTIONS

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

13. TERMINATION BY CITY

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

14. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

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

work prepared by CONSULTANT, its employees, subcontractors, agents and consultants.

15. AUDIT OF RECORDS

At any time during normal business hours and as often as it may deem necessary, CONSULTANT shall make available to a representative of CITY for examination of all its records with respect to all matters covered by this AGREEMENT and will permit CITY to audit, examine and/or reproduce such records. CONSULTANT will retain such financial records, time sheets, work progress reports, invoices, bills and project records for at least two years after termination or final payment under this AGREEMENT.

16. WAIVER; REMEDIES CUMULATIVE

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

17. CONFLICT OF INTEREST

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

18. CONSTRUCTION OF LANGUAGE OF AGREEMENT

The provisions of this AGREEMENT shall be construed as a whole according to its common meaning of purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties. Wherever

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

19. MITIGATION OF DAMAGES

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

20. GOVERNING LAW

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

21. NONDISCRIMINATION

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

22. TAXPAYER IDENTIFICATION NUMBER

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

23. NON-APPROPRIATION OF FUNDS

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

24. MODIFICATION OF AGREEMENT

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

25. USE OF THE TERM "CITY"

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

26. PERMITS AND LICENSES

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

27. CAPTIONS

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

28. AUTHORIZATION

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

29. ENTIRE AGREEMENT BETWEEN PARTIES

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

30. PARTIAL INVALIDITY

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

31. NOTICES

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

City of Goleta
PW and Disability Access Consultants (DAC), LLC
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TO CITY: Attention: Robert Nisbet, City Manager
City of Goleta
130 Cremona Drive, Suite B
Goleta, CA 93117

TO CONSULTANT: Tim Mahoney, General Manager
Disability Access Consultants (DAC), LLC
2862 Olive Hwy, Suite D
Oroville, CA 95966

32. COUNTERPARTS AND ELECTRONIC/FACSIMILE SIGNATURES

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

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

CITY OF GOLETA

CONSULTANT

DocuSigned by:
Robert Nisbet, City Manager
Robert Nisbet, City Manager

DocuSigned by:
Tim Mahoney
Tim Mahoney, General Manager

ATTEST

DocuSigned by:
Deborah Lopez
Deborah Lopez, City Clerk

APPROVED AS TO FORM:
MEGAN GARIBALDI, CITY ATTORNEY

DocuSigned by:
Winnie Cai
Winnie Cai, Assistant City Attorney

EXHIBIT A SCOPE OF WORK

Consultant shall provide the following services:

1. ADA Support Services

- Public accommodation requests and review
- Accommodation solutions - research and options (braille, TTY, ASL interpreter, etc.)
- Complaint or grievance review and response
- Review and update of City's accessibility policies, procedures, and practices, City's accommodation statements and policies City's grievance policy and procedures, and City's accessibility training practices
- Review of City's website and report of compliance with ADA Guideline

2. ADA self-evaluation and transition plan documentation, planning and update services.

- Site Inspection: Consultant shall have the ability to conduct inspections of all facilities, parks, and rights-of-way based on the existing Transition plan. All City parks and facilities as listed below and all Rights-of-Way streets are listed below. Inspections shall result in a list of findings of non-compliance. Site inspections reports shall be reviewed by a Certified Access Specialist (CASP)
- Facility Report: Consultant shall develop a report for each building site and park, identifying items that limit accessibility. The report shall include diagrams of each facility for use in the ADA transition plan
- Public Right-of-Way Inspections: Consultant shall have the ability to survey the City's inventory of sidewalks, crosswalks, pathways, and curb ramps in the public right-of-way for ADA compliance
- Summary and reports shall be prepared under the City staff's direction and shall be completed in accordance with the Construction-Related Accessibility Standards Compliance Act
- Implementation Strategies: Consultant shall work with City staff on implementation strategies to plan and remediate barriers each year
- Consultant shall assist the City to rate all barrier assessment findings by impact, on a graduated scale, assigning ratings based upon priority for remediation. The rating shall be presented to City in both draft and final formats, in an Excel spreadsheet with a list of non-compliant features and steps needed to achieve compliance. This spreadsheet

shall also include a cost estimate for all necessary and/or recommended improvements

- Consultant shall conduct on-going implementation strategies, evaluation, and tools to assist the city in the development and updating of the City's transition plan
- Data entry: Consultant shall conduct quarterly updating of the transition plan within the City provide Accessibility Management Software with completed dates of barrier removal
- Consultant shall keep the City apprised of any ADA funding opportunities to assist in remediation efforts and ADA Transition Plan

3. Accessibility Services

- Consultant shall review and provide recommendations for projects, including but not limited to; new construction projects, remodeling projects and providing input on project plans, and specifications
- Consultant shall provide staff training
- Consultant shall review construction design standards and make recommendations for revisions
- Consultant shall provide other ADA and accessibility related consulting services, as requested

4. Deliverables includes

- Update DACTrak Software:
City Park and Facility Site Inspection
Public Right-of-Way Street Inspection

City Parks and City Facility List

City of Goleta

Projects: Facilities and Parks

Andamar Park	Andamar Way Goleta, CA 93117
Armitos Park	5571 Armitos Avenue Goleta, CA 93117
Armstrong Park	7139 Armstrong Road Goleta, CA 93117
Bella Vista Park	Placer Drive & Mirano Drive Goleta, CA 93117
City Hall	5679 Hollister Avenue Goleta, CA 93117
Emerald Terrace Tennis Courts	470 Arundel Road Goleta, CA 93117
Evergreen Acres Park	7500 Evergreen Drive Goleta, CA 09311
Goleta Butterfly Park	7765 Hollister Avenue Goleta, CA 93117
Goleta Library	500 North Fairview Avenue Goleta, CA 93117
Goleta Valley Community Center	5679 Hollister Avenue Goleta, CA 93117
Lake Los Caneros Park	304 North Los Caneros Road Goleta, CA 93117
Mathilda Park	311 Mathilda Drive Goleta, CA 93117
Nectarine Park	100 Nectarine Avenue Goleta, CA 93117
Offices And Maintenance Yard	6735 Hollister Avenue Goleta, CA 93117
San Miguel Park	Winchester Canyon Road & Armas Canyon Road Goleta, CA 93117
Santa Barbara Shores Park	300 Santa Barbara Shores Drive Goleta, CA 93117
Stow Grove Park	580 North La Patera Lane Goleta, CA 93117
University Village Park	7173 Phelps Road Goleta, CA 93117
Winchester I Park	7600 Calle Real Goleta, CA 93117
Winchester II Park	7736 Calle Real Goleta, CA 93117

Public Rights of Way Street List

City of Goleta

Projects: Public Rights of Way

Aberdeen Avenue - Valdez Avenue To Kamala Way	Valdez Avenue To Kamala Way Goleta, CA 93117
Aero Camino - Hollister Avenue To Cul-de-sac	Hollister Avenue To Cul-de-sac Goleta, CA 93117
Aguila Avenue - Tecolote Avenue To End	Tecolote Avenue To End Goleta, CA 93117
Alameda Avenue - Mendocino Drive To Cathedral Oaks Road	Mendocino Drive To Cathedral Oaks Road Goleta, CA 93117
Albany Court - Berkeley Road To Cul-de-sac	Berkeley Road To Cul-de-sac Goleta, CA 93117
Alex Place - Covington Way To Parkhurst Drive	Covington Way To Parkhurst Drive Goleta, CA 93117
Alondra Avenue - Nectarine Avenue To Cul-de-sac	Nectarine Avenue To Cul-de-sac Goleta, CA 93117
Alpine Drive - Tuolumne Drive To Cul-de-sac	Tuolumne Drive To Cul-de-sac Goleta, CA 93117
Amador Avenue - Calle Real To Madera Drive	Calle Real To Madera Drive Goleta, CA 93117
Amherst Drive - Stow Canyon Road To Craigmont Drive	Stow Canyon Road To Craigmont Drive Goleta, CA 93117
Anchor Drive - Santa Barbara Shores Drive To End	Santa Barbara Shores Drive To End Goleta, CA 93117
Ancona Avenue - Mirano Drive To Belluno Drive	Mirano Drive To Belluno Drive Goleta, CA 93117
Andamar Way - Dara Road To Cul-de-sac	Dara Road To Cul-de-sac Goleta, CA 93117
Armitos Avenue - Dearborn Place To End	Dearborn Place To End Goleta, CA 93117
Armitos Avenue - End To End	End To End Goleta, CA 93117
Armstrong Road - Mills Way To Reed Court	Mills Way To Reed Court Goleta, CA 93117
Arundel Road - Cathedral Oaks Road To Berkeley Road	Cathedral Oaks Road To Berkeley Road Goleta, CA 93117
Astoria Place - Palo Alto Drive To Cul-de-sac	Palo Alto Drive To Cul-de-sac Goleta, CA 93117
Avenida Ganso - Valdez Avenue To Avenida Gorrion	Valdez Avenue To Avenida Gorrion Goleta, CA 93117
Avenida Garza - Avenida Ganso To Covington Way	Avenida Ganso To Covington Way Goleta, CA 93117
Avenida Gorrion - Valdez Avenue To La Patera Lane	Valdez Avenue To La Patera Lane Goleta, CA 93117
Avenida Gorrion Court - Avenida Gorrion To Cul-de-sac	Avenida Gorrion To Cul-de-sac Goleta, CA 93117
Aviano Avenue - Placer Drive To Bassano Drive	Placer Drive To Bassano Drive Goleta, CA 93117
Aviano Place - Aviano Avenue To Cul-de-sac	Aviano Avenue To Cul-de-sac Goleta, CA 93117
Azalea Way - Wakefield Road To Cul-de-sac	Wakefield Road To Cul-de-sac Goleta, CA 93117
Barrington Drive - Amherst Drive To Carlo Drive	Amherst Drive To Carlo Drive Goleta, CA 93117
Bassano Drive - Placer Drive To Alameda Avenue	Placer Drive To Alameda Avenue Goleta, CA 93117
Beaumont Way - Barrington Drive To Cul-de-sac	Barrington Drive To Cul-de-sac Goleta, CA 93117
Belluno Drive - Savona Avenue To End	Savona Avenue To End Goleta, CA 93117

Berkeley Road - Fairview Avenue To End	Fairview Avenue To End Goleta, CA 93117
Big Sur Drive - Sea Gull Drive To Palo Alto Drive	Sea Gull Drive To Palo Alto Drive Goleta, CA 93117
Bollay Drive - Storke Road To Cul-de-sac	Storke Road To Cul-de-sac Goleta, CA 93117
Bolsa Chica - La Goleta Road To Cul-de-sac	La Goleta Road To Cul-de-sac Goleta, CA 93117
Bradford Drive - Calle Real To Winchester Canyon Road	Calle Real To Winchester Canyon Road Goleta, CA 93117
Braeburn Drive - Carlo Drive To Craigmont Drive	Carlo Drive To Craigmont Drive Goleta, CA 93117
Brandon Drive - Calle Real To Cul-de-sac	Calle Real To Cul-de-sac Goleta, CA 93117
Brentwood Way - Evergreen Drive To Cul-de-sac	Evergreen Drive To Cul-de-sac Goleta, CA 93117
Bristol Place - Bradford Drive To Cul-de-sac	Bradford Drive To Cul-de-sac Goleta, CA 93117
Butte Drive - Alameda Avenue To Del Norte Drive	Alameda Avenue To Del Norte Drive Goleta, CA 93117
Calaveras Avenue - Calle Real To Del Norte Drive	Calle Real To Del Norte Drive Goleta, CA 93117
Calle Koral - Camino Vista To Los Carneros Road	Camino Vista To Los Carneros Road Goleta, CA 93117
Calle Real - Los Carneros Road To City Limit	Los Carneros Road To City Limit Goleta, CA 93117
Calle Real - Winchester Canyon Road To Cathedral Oaks Road	Winchester Canyon Road To Cathedral Oaks Road Goleta, CA 93117
Calle Real - Winchester Canyon Road To Glen Annie Road	Winchester Canyon Road To Glen Annie Road Goleta, CA 93117
Calle Serrento - Rio Vista Drive To Cul-de-sac	Rio Vista Drive To Cul-de-sac Goleta, CA 93117
Cambridge Drive - Patterson Avenue To Marbury Drive	Patterson Avenue To Marbury Drive Goleta, CA 93117
Camden Place - Lexington Avenue To Cul-de-sac	Lexington Avenue To Cul-de-sac Goleta, CA 93117
Camino Caseta - Covington Way To Camino Venturoso	Covington Way To Camino Venturoso Goleta, CA 93117
Camino Laguna Vista - Covington Way To Cathedral Oaks Road	Covington Way To Cathedral Oaks Road Goleta, CA 93117
Camino Talavera - Covington Way To Cul-de-sac	Covington Way To Cul-de-sac Goleta, CA 93117
Camino Venturoso - Covington Way To Covington Way	Covington Way To Covington Way Goleta, CA 93117
Camino Vista - Aero Camino To Calle Koral	Aero Camino To Calle Koral Goleta, CA 93117
Camino Viviente - Caroldale Lane To La Patera Lane	Caroldale Lane To La Patera Lane Goleta, CA 93117
Cannon Green Drive - Phelps Road To Hollister Avenue	Phelps Road To Hollister Avenue Goleta, CA 93117
Cardinal Avenue - Armitos Avenue To Gato Avenue	Armitos Avenue To Gato Avenue Goleta, CA 93117
Carlisle Way - Brandon Drive To Padova Drive	Brandon Drive To Padova Drive Goleta, CA 93117
Carlo Drive - Calle Real To End	Calle Real To End Goleta, CA 93117
Carmel Beach Circle - Santa Barbara Shores Drive To Cul-de-sac	Santa Barbara Shores Drive To Cul-de-sac Goleta, CA 93117
Caroldale Lane - Camino Laguna Vista To La Patera Lane	Camino Laguna Vista To La Patera Lane Goleta, CA 93117
Caroldale Place - Caroldale Lane To Cul-de-sac	Caroldale Lane To Cul-de-sac Goleta, CA 93117
Carson Street - Pine Avenue To Fairview Avenue	Pine Avenue To Fairview Avenue Goleta, CA 93117
Caseta Way - Camino Caseta To Cul-de-sac	Camino Caseta To Cul-de-sac

Castilian Drive - Los Carneros Road To Cortona Drive	Goleta, CA 93117 Los Carneros Road To Cortona Drive Goleta, CA 93117
Cathedral Oaks Road - Hollister Avenue To City Limit	Hollister Avenue To City Limit Goleta, CA 93117
Chadwick Way - Barrington Drive To Cul-de-sac	Barrington Drive To Cul-de-sac Goleta, CA 93117
Chapel Street - Hollister Avenue To End	Hollister Avenue To End Goleta, CA 93117
Chapman Place - Cannon Green Drive To Cul-de-sac	Cannon Green Drive To Cul-de-sac Goleta, CA 93117
Clarendon Court - Muirfield Drive To Cul-de-sac	Muirfield Drive To Cul-de-sac Goleta, CA 93117
Cole Place - Marlborough Drive To Muirfield Drive	Marlborough Drive To Muirfield Drive Goleta, CA 93117
Colfax Court - Stow Canyon Road To Cul-de-sac	Stow Canyon Road To Cul-de-sac Goleta, CA 93117
Colusa Avenue - Calle Real To Del Norte Drive	Calle Real To Del Norte Drive Goleta, CA 93117
Connor Lane - Wakefield Road To Cul-de-sac	Wakefield Road To Cul-de-sac Goleta, CA 93117
Coralino Road - Kellogg Avenue To Cambridge Drive	Kellogg Avenue To Cambridge Drive Goleta, CA 93117
Coromar Drive - Cortona Drive To Discovery Drive	Cortona Drive To Discovery Drive Goleta, CA 93117
Coronado Drive - Hollister Avenue To End	Hollister Avenue To End Goleta, CA 93117
Cortona Drive - Hollister Avenue To End	Hollister Avenue To End Goleta, CA 93117
Covington Place - Covington Way To Cul-de-sac	Covington Way To Cul-de-sac Goleta, CA 93117
Covington Way - End To End	End To End Goleta, CA 93117
Covington Way - Los Carneros Road To End	Los Carneros Road To End Goleta, CA 93117
Craigmont Drive - Carlo Drive To End	Carlo Drive To End Goleta, CA 93117
Cremona Drive - Hollister Avenue To Los Carneros Road	Hollister Avenue To Los Carneros Road Goleta, CA 93117
Cumberland Drive - Carlo Drive To End	Carlo Drive To End Goleta, CA 93117
Dalton Way - Barrington Drive To Cul-de-sac	Barrington Drive To Cul-de-sac Goleta, CA 93117
Danbury Court - Berkeley Road To Cul-de-sac	Berkeley Road To Cul-de-sac Goleta, CA 93117
Dara Road - Stow Canyon Road To Cathedral Oaks Road	Stow Canyon Road To Cathedral Oaks Road Goleta, CA 93117
Dartmoor Avenue - Lancaster Place To Calle Real	Lancaster Place To Calle Real Goleta, CA 93117
Davenport Road - Pacific Oaks Road To Cul-de-sac	Pacific Oaks Road To Cul-de-sac Goleta, CA 93117
Dawson Street - Pine Avenue To Rutherford Street	Pine Avenue To Rutherford Street Goleta, CA 93117
Daytona Drive - Coronado Drive To Coronado Drive	Coronado Drive To Coronado Drive Goleta, CA 93117
Dearborn Place - Hollister Avenue To Cul-de-sac	Hollister Avenue To Cul-de-sac Goleta, CA 93117
Debbie Road - Patterson Avenue To Cul-de-sac	Patterson Avenue To Cul-de-sac Goleta, CA 93117
Deerhurst Drive - Dartmoor Avenue To Padova Drive	Dartmoor Avenue To Padova Drive Goleta, CA 93117
Del Norte Drive - Glen Annie Road To Placer Drive	Glen Annie Road To Placer Drive Goleta, CA 93117
Devon Place - Huntington Drive To Cul-de-sac	Huntington Drive To Cul-de-sac Goleta, CA 93117
Discovery Drive - Los Carneros Road To End	Los Carneros Road To End

Dorset Court - Muirfield Drive To Cul-de-sac	Goleta, CA 93117 Muirfield Drive To Cul-de-sac Goleta, CA 93117
Dunsmuir Way - Craigmont Drive To Covington Way	Craigmont Drive To Covington Way Goleta, CA 93117
Durham Place - Brandon Drive To Cul-de-sac	Brandon Drive To Cul-de-sac Goleta, CA 93117
Edgewood Drive - Stow Canyon Road To Windsor Avenue	Stow Canyon Road To Windsor Avenue Goleta, CA 93117
Ekwill Street - Patterson Avenue To Cul-de-sac	Patterson Avenue To Cul-de-sac Goleta, CA 93117
Ellwood Beach Drive - Entrance Road To End	Entrance Road To End Goleta, CA 93117
Ellwood Station Road - Tuolumne Drive To Calle Real	Tuolumne Drive To Calle Real Goleta, CA 93117
Elmhurst Place - Cul-de-sac To Cul-de-sac	Cul-de-sac To Cul-de-sac Goleta, CA 93117
Encina Lane - Calle Real To Encina Road	Calle Real To Encina Road Goleta, CA 93117
Encina Road - Kingston Avenue To Fairview Avenue	Kingston Avenue To Fairview Avenue Goleta, CA 93117
Entrance Road - Hollister Avenue To Ellwood Beach Drive	Hollister Avenue To Ellwood Beach Drive Goleta, CA 93117
Evanston Place - La Salle Road To Cul-de-sac	Evanston Place - La Salle Road To Cul-de-sac Goleta, CA 93117
Evergreen Drive - Cathedral Oaks Road To End	Cathedral Oaks Road To End Goleta, CA 93117
Fairview Avenue - James Fowler Road To La Goleta Road	James Fowler Road To La Goleta Road Goleta, CA 93117
Fir Tree Place - Evergreen Drive To Cul-de-sac	Evergreen Drive To Cul-de-sac Goleta, CA 93117
Fordham Place - La Salle Road To Cul-de-sac	Fordham Place - La Salle Road To Cul-de-sac Goleta, CA 93117
Forest Drive - Evergreen Drive To Evergreen Drive	Evergreen Drive To Evergreen Drive Goleta, CA 93117
Freeman Place - Cul-de-sac To Cul-de-sac	Cul-de-sac To Cul-de-sac Goleta, CA 93117
Gato Avenue - Kinman Avenue To Tecolote Avenue	Kinman Avenue To Tecolote Avenue Goleta, CA 93117
Gaviota Street - Pine Avenue To Orange Avenue	Pine Avenue To Orange Avenue Goleta, CA 93117
Georgetown Road - Pacific Oaks Road To Cul-de-sac	Pacific Oaks Road To Cul-de-sac Goleta, CA 93117
Glen Annie Road - Hollister Avenue To Cul-De-Sac	Hollister Avenue To Cul-De-Sac Goleta, CA 93117
Greensboro Street - Cannon Green Drive To Cul-de-sac	Cannon Green Drive To Cul-de-sac Goleta, CA 93117
Guava Avenue - Kamala Way To Valdez Avenue	Kamala Way To Valdez Avenue Goleta, CA 93117
Hastings Drive - Muirfield Drive To Stow Canyon Road	Muirfield Drive To Stow Canyon Road Goleta, CA 93117
Hempstead Avenue - Calle Real To Brandon Drive	Calle Real To Brandon Drive Goleta, CA 93117
Hillsboro Street - Cannon Green Drive To Cul-de-sac	Cannon Green Drive To Cul-de-sac Goleta, CA 93117
Hillsboro Way - Hillsboro Street To Cul-de-sac	Hillsboro Street To Cul-de-sac Goleta, CA 93117
Hillview Drive - Evergreen Drive To Evergreen Drive	Evergreen Drive To Evergreen Drive Goleta, CA 93117
Hollipat Center Drive - Patterson Avenue To End	Patterson Avenue To End Goleta, CA 93117
Hollister Avenue - City Limit To City Limit	City Limit To City Limit Goleta, CA 93117
Hollister Avenue - La Patera Lane To Cathedral Oaks Road	La Patera Lane To Cathedral Oaks Road Goleta, CA 93117
Huntington Drive - Kellogg Avenue To Cul-de-sac	Kellogg Avenue To Cul-de-sac

Iris Avenue - Momouth Avenue To Cul-de-sac	Goleta, CA 93117 Momouth Avenue To Cul-de-sac Goleta, CA 93117
Kamala Way - Shamrock Avenue To Momouth Avenue	Shamrock Avenue To Momouth Avenue Goleta, CA 93117
Kellogg Avenue - Coralino Road To Calle Real	Coralino Road To Calle Real Goleta, CA 93117
Kellogg Avenue - Depot Road To End	Depot Road To End Goleta, CA 93117
Kellogg Way - Kellogg Avenue To End	Kellogg Avenue To End Goleta, CA 93117
Kent Place - Cambridge Drive To Cul-de-sac	Cambridge Drive To Cul-de-sac Goleta, CA 93117
Kings Way - Berkeley Road To End	Berkeley Road To End Goleta, CA 93117
Kingston Avenue - Marbury Drive To Calle Real	Marbury Drive To Calle Real Goleta, CA 93117
Kinman Avenue -Armitos Avenue To Hollister Avenue	Armitos Avenue To Hollister Avenue Armitos Avenue, CA 93117
La Goleta Road - Fairview Avenue To End	Fairview Avenue To End Goleta, CA 93117
La Patera Lane - Calle Real To Cathedral Oaks Road	Calle Real To Cathedral Oaks Road Goleta, CA 93117
La Patera Lane - Hollister Avenue To John W Hays Road	Hollister Avenue To John W Hays Road Goleta, CA 93117
La Patera Place - La Patera Lane To Cul-de-sac	La Patera Lane To Cul-de-sac Goleta, CA 93117
La Salle Road - Davenport Road To End	Davenport Road To End Goleta, CA 93117
Lancaster Place - Calle Real To Cul-de-sac	Calle Real To Cul-de-sac Goleta, CA 93117
Langlo Ranch Drive - Winchester Drive To End	Winchester Drive To End Goleta, CA 93117
Las Armas Road - Hollister Avenue to End	Hollister Avenue to End Goleta, CA 92113
Las Cruces Court - La Goleta Road To Cul-de-sac	La Goleta Road To Cul-de-sac Goleta, CA 93117
Leeds Lane - Arundel Road To Cul-de-sac	Arundel Road To Cul-de-sac Goleta, CA 93117
Lexington Avenue - Berkeley Road To Marbury Drive	Berkeley Road To Marbury Drive Goleta, CA 93117
Lindmar Drive - La Patera Lane To Robin Hill Road	La Patera Lane To Robin Hill Road Goleta, CA 93117
Linfield Place - Whittier Drive To Cul-de-sac	Whittier Drive To Cul-de-sac Goleta, CA 93117
Los Carneros Road - Cathedral Oaks Road To City Limit	Cathedral Oaks Road To City Limit Goleta, CA 93117
Los Carneros Way - Hollister Avenue To Calle Koral	Hollister Avenue To Calle Koral Goleta, CA 93117
Los Ninos - Pacific Oaks To Santa Falcia	Pacific Oaks To Santa Falcia Goleta, CA 93117
Lowell Way - Hollister Avenue To Cul-de-sac	Hollister Avenue To Cul-de-sac Goleta, CA 93117
Lyon Place - Encina Road To Cul-de-sac	Encina Road To Cul-de-sac Goleta, CA 93117
Madera Drive - Colusa Avenue To Calaveras Avenue	Colusa Avenue To Calaveras Avenue Goleta, CA 93117
Magdalena Place - Santa Marguerita Drive To Cul-de-sac	Santa Marguerita Drive To Cul-de-sac Goleta, CA 93117
Magnolia Avenue - Hollister Avenue To End	Hollister Avenue To End Goleta, CA 93117
Maley Drive - Arundel Road To Cul-de-sac	Arundel Road To Cul-de-sac Goleta, CA 93117
Mallard Avenue - Alondra Drive To Gato Avenue	Alondra Drive To Gato Avenue Goleta, CA 93117
Malva Avenue - Vega Drive To Carlo Drive	Vega Drive To Carlo Drive

Manchester Place - Bradford Drive To Cul-de-sac	Goleta, CA 93117 Bradford Drive To Cul-de-sac Goleta, CA 93117
Mandarin Avenue - Nectarine Avenue To Fairview Avenue	Nectarine Avenue To Fairview Avenue Goleta, CA 93117
Manzanillo Drive - Cul-de-sac To Cul-de-sac	Cul-de-sac To Cul-de-sac Goleta, CA 93117
Marbury Drive - Kellogg Avenue To Sylvan Drive	Kellogg Avenue To Sylvan Drive Goleta, CA 93117
Marlborough Drive - Valdez Avenue To Windsor Avenue	Valdez Avenue To Windsor Avenue Goleta, CA 93117
Marstone Lane - Wakefield Road To Cul-de-sac	Wakefield Road To Cul-de-sac Goleta, CA 93117
Marymount Way - Scripps Crescent To Reed Court	Scripps Crescent To Reed Court Goleta, CA 93117
Mathilda Drive - Entrance Road To End	Entrance Road To End Goleta, CA 93117
Mendocino Drive - Calle Real To End	Calle Real To End Goleta, CA 93117
Mills Way - Phelps Road To Scripps Crescent	Phelps Road To Scripps Crescent Goleta, CA 93117
Mirano Drive - Placer Drive To End	Placer Drive To End Goleta, CA 93117
Momouth Avenue - Valdez Avenue To La Patera Lane	Valdez Avenue To La Patera Lane Goleta, CA 93117
Muirfield Drive - Valdez Avenue To Windsor Avenue	Valdez Avenue To Windsor Avenue Goleta, CA 93117
Napa Lane - Alameda Avenue To Cul-de-sac	Alameda Avenue To Cul-de-sac Goleta, CA 93117
Nectarine Avenue - Alondra Avenue To Hollister Avenue	Alondra Avenue To Hollister Avenue Goleta, CA 93117
Newcastle Avenue - Valdez Avenue To Cul-de-sac	Valdez Avenue To Cul-de-sac Goleta, CA 93117
Newcastle Circle - Newcastle Avenue To Cul-de-sac	Newcastle Avenue To Cul-de-sac Goleta, CA 93117
Newport Drive - Coronado Drive To Palos Verdes Drive	Coronado Drive To Palos Verdes Drive Goleta, CA 93117
Northgate Drive - Cathedral Oaks Road To End	Cathedral Oaks Road To End Goleta, CA 93117
Old Ranch Drive - Rio Vista Drive To Cul-de-sac	Rio Vista Drive To Cul-de-sac Goleta, CA 93117
Orange Avenue - Carson Street To End	Carson Street To End Goleta, CA 93117
Overpass Road - Sumida Gardens Lane To Cul-de-sac	Sumida Gardens Lane To Cul-de-sac Goleta, CA 93117
Oxford Place - Lexington Avenue To Cul-de-sac	Lexington Avenue To Cul-de-sac Goleta, CA 93117
Pacific Oaks Road - Marymount Way To Hollister Avenue	Marymount Way To Hollister Avenue Goleta, CA 93117
Padova Drive - Alameda Avenue To End	Alameda Avenue To End Goleta, CA 93117
Padova Drive - San Rossano Drive To End	San Rossano Drive To End Goleta, CA 93117
Palo Alto Drive - Sea Gull Drive To Hollister Avenue	Sea Gull Drive To Hollister Avenue Goleta, CA 93117
Palos Verdes Drive - End To Cul-de-sac	End To Cul-de-sac Goleta, CA 93117
Parkhurst Drive - Valdez Avenue To La Patera Lane	Valdez Avenue To La Patera Lane Goleta, CA 93117
Paseo Palmilla - La Goleta Road To La Goleta Road	La Goleta Road To La Goleta Road Goleta, CA 93117
Patterson Avenue - City Limit To City Limit	City Limit To City Limit Goleta, CA 93117
Pebble Beach Drive - Anchor Drive To Hollister Avenue	Anchor Drive To Hollister Avenue Goleta, CA 93117
Pedernal Avenue - Vega Drive To Carlo Drive	Vega Drive To Carlo Drive

Pembroke Avenue - Kellogg Avenue To Huntington Drive	Goleta, CA 93117 Kellogg Avenue To Huntington Drive Goleta, CA 93117
Pepperdine Court - Armstrong Road To Cul-de-sac	Armstrong Road To Cul-de-sac Goleta, CA 93117
Phelps Road - Cannon Green Drive To Cul-de-sac	Cannon Green Drive To Cul-de-sac Goleta, CA 93117
Pine Avenue - Hollister Avenue To Thornwood Drive	Hollister Avenue To Thornwood Drive Goleta, CA 93117
Pine Tree Place - Brandon Drive To Cul-de-sac	Brandon Drive To Cul-de-sac Goleta, CA 93117
Pismo Beach Circle - Santa Barbara Shore To Cul-de-sac	Santa Barbara Shore To Cul-de-sac Goleta, CA 93117
Pitzer Court - Armstrong Road To Cul-de-sac	Armstrong Road To Cul-de-sac Goleta, CA 93117
Placer Drive - Tuolumne Drive To Cathedral Oaks Road	Tuolumne Drive To Cathedral Oaks Road Goleta, CA 93117
Plumas Avenue - Calle Real To Alameda Avenue	Calle Real To Alameda Avenue Goleta, CA 93117
Pomona Court - Armstrong Road To Cul-de-sac	Armstrong Road To Cul-de-sac Goleta, CA 93117
Princeton Avenue - Berkeley Road To Somerset Drive	Berkeley Road To Somerset Drive Goleta, CA 93117
Ravenscroft Avenue - Pedernal Avenue To Pedernal Avenue	Pedernal Avenue To Pedernal Avenue Goleta, CA 93117
Redwood Way - Evergreen Drive To Cul-de-sac	Evergreen Drive To Cul-de-sac Goleta, CA 93117
Reed Court - Marymount Way To Cul-de-sac	Marymount Way To Cul-de-sac Goleta, CA 93117
Rex Place - Parkhurst Drive To Marlborough Drive	Parkhurst Drive To Marlborough Drive Goleta, CA 93117
Rio Vista Drive - Calle Serrento To Winchester Drive	Calle Serrento To Winchester Drive Goleta, CA 93117
Robbie Circle - Winchester Drive To Cul-de-sac	Winchester Drive To Cul-de-sac Goleta, CA 93117
Robin Hill Road - Hollister Avenue To Lindmar Drive	Hollister Avenue To Lindmar Drive Goleta, CA 93117
Rochester Place - Calle Real To Cul-de-sac	Calle Real To Cul-de-sac Goleta, CA 93117
Rothbury Place - Brandon Drive To Cul-de-sac	Brandon Drive To Cul-de-sac Goleta, CA 93117
Rutherford Street - Hollister Avenue To End	Hollister Avenue To End Goleta, CA 93117
Salisbury Avenue - Calle Real To Cul-de-sac	Calle Real To Cul-de-sac Goleta, CA 93117
San Anzio Way - San Blanco Drive To Cul-de-sac	San Blanco Drive To Cul-de-sac Goleta, CA 93117
San Bari - San Rossano Drive To Cul-de-sac	San Rossano Drive To Cul-de-sac Goleta, CA 93117
San Bergamo Drive - San Milano Drive To Cul-de-sac	San Milano Drive To Cul-de-sac Goleta, CA 93117
San Blanco Drive - San Jano Drive To Ellwood Station Road	San Jano Drive To Ellwood Station Road Goleta, CA 93117
San Carpino Drive - San Milano Drive To San Milano Drive	San Milano Drive To San Milano Drive Goleta, CA 93117
San Cassino Way - San Rossano Drive To Cul-de-sac	San Rossano Drive To Cul-de-sac Goleta, CA 93117
San Como Way - San Fermo Drive To Cul-de-sac	San Fermo Drive To Cul-de-sac Goleta, CA 93117
San Fermo Drive - San Bari To San Cassino Way	San Bari To San Cassino Way Goleta, CA 93117
San Jano Drive - San Bergamo Drive To Cul-de-sac	San Bergamo Drive To Cul-de-sac Goleta, CA 93117
San Mateo Avenue - Calle Real To Madera Drive	Calle Real To Madera Drive Goleta, CA 93117
San Milano Drive - San Bergamo Drive To San Rossano Drive	San Bergamo Drive To San Rossano Drive

San Napoli Drive - Salisbury Avenue To Cul-de-sac	Goleta, CA 93117 Salisbury Avenue To Cul-de-sac Goleta, CA 93117
San Pesaro - San Milano Drive To End	San Milano Drive To End Goleta, CA 93117
San Pica Way - San Blanco Drive To Cul-de-sac	San Blanco Drive To Cul-de-sac Goleta, CA 93117
San Rossano Drive - Calle Real To Padova Drive	Calle Real To Padova Drive Goleta, CA 93117
Santa Barbara Shores Drive - Hollister Avenue To End	End To Hollister Avenue Goleta, CA 93117
Santa Felica Drive - Storke Road To Cul-de-sac	Storke Road To Cul-de-sac Goleta, CA 93117
Santa Marguerita Drive - Stow Canyon Road To Cul-de-sac	Stow Canyon Road To Cul-de-sac Goleta, CA 93117
Santa Marguerita Way - Cul-de-sac To Cul-de-sac	Cul-de-sac To Cul-de-sac Goleta, CA 93117
Saratoga Court - Coronado Drive To Coronado Drive	Coronado Drive To Coronado Drive Goleta, CA 93117
Savona Avenue - Mirano Drive To Belluno Drive	Mirano Drive To Belluno Drive Goleta, CA 93117
Scipps Crescent Street - Cul-de-sac To Cul-de-sac	Cul-de-sac To Cul-de-sac Goleta, CA 93117
Sea Gull Drive - Santa Barbara Shores Drive To End	Santa Barbara Shores Drive To End Goleta, CA 93117
Serenidad Place - La Goleta Road To Cul-de-sac	La Goleta Road To Cul-de-sac Goleta, CA 93117
Shamrock Avenue - Newcastle Avenue To La Patera Lane	Newcastle Avenue To La Patera Lane Goleta, CA 93117
Shearton Way - Amherst Drive To Cul-de-sac	Amherst Drive To Cul-de-sac Goleta, CA 93117
Shirrell Way - Vega Drive To Fairview Avenue	Vega Drive To Fairview Avenue Goleta, CA 93117
Somerset Drive - Princeton Avenue To Kellogg Avenue	Princeton Avenue To Kellogg Avenue Goleta, CA 93117
Sonoma Avenue - Calle Real To Madera Drive	Calle Real To Madera Drive Goleta, CA 93117
Spruce Drive - Evergreen Drive To Forest Drive	Evergreen Drive To Forest Drive Goleta, CA 93117
St Albans Place - Calle Real To Cul-de-sac	Calle Real To Cul-de-sac Goleta, CA 93117
St Charles Place - Calle Real To Calle Real	Calle Real To Calle Real Goleta, CA 93117
St George Place - Calle Real To Cul-de-sac	Calle Real To Cul-de-sac Goleta, CA 93117
St Ives Place - Calle Real To Cul-de-sac	Calle Real To Cul-de-sac Goleta, CA 93117
St Joseph's Street - Hollister Avenue To Cul-de-sac	Hollister Avenue To Cul-de-sac Goleta, CA 93117
Storke Road - Willowgrove Drive To Calle Real	Willowgrove Drive To Calle Real Goleta, CA 93117
Stow Canyon Road - Cambridge Drive To End	Cambridge Drive To End Goleta, CA 93117
Stow Canyon Road - Via Fiori To Windsor Avenue	Via Fiori To Windsor Avenue Goleta, CA 93117
Strehle Lane - Ellwood Beach Drive To Mathilda Drive	Ellwood Beach Drive To Mathilda Drive Goleta, CA 93117
Sumida Gardens Lane - Hollister Avenue To Overpass Road	Hollister Avenue To Overpass Road Goleta, CA 93117
Surrey Place - Bradford Drive To Cul-de-sac	Bradford Drive To Cul-de-sac Goleta, CA 93117
Sussex Court - Muirfield Drive To Cul-de-sac	Muirfield Drive To Cul-de-sac Goleta, CA 93117
Sylvan Drive - Encina Road To Berkeley Road	Encina Road To Berkeley Road Goleta, CA 93117
Tecolote Avenue - Hollister Avenue To Armitos Avenue	Hollister Avenue To Armitos Avenue

Thornwood Drive - Kellogg Avenue To Pine Avenue	Goleta, CA 93117 Kellogg Avenue To Pine Avenue Goleta, CA 93117
Tuolumne Drive - Alameda Avenue To Ellwood Station Road	Alameda Avenue To Ellwood Station Road Goleta, CA 93117
Valdez Avenue - Calle Real To Muirfield Drive	Calle Real To Muirfield Drive Goleta, CA 93117
Vega Drive - Covington Way To Calle Real	Covington Way To Calle Real Goleta, CA 93117
Verona Avenue - Padova Drive To Padova Drive	Padova Drive To Padova Drive Goleta, CA 93117
Via Fiori - Stow Canyon Road To Cul-de-sac	Stow Canyon Road To Cul-de-sac Goleta, CA 93117
Via Ravenna - Cambridge Drive To Cul-de-sac	Cambridge Drive To Cul-de-sac Goleta, CA 93117
Village Way - Hollister Avenue To Sespe Lane	Hollister Avenue To Sespe Lane Goleta, CA 93117
Volante Place - La Goleta Road To Cul-de-sac	La Goleta Road To Cul-de-sac Goleta, CA 93117
Wagon Wheel Drive - Calle Serrento To Langlo Ranch Drive	Calle Serrento To Langlo Ranch Drive Goleta, CA 93117
Wakefield Road - Berkeley Road To End	Berkeley Road To End Goleta, CA 93117
Warwick Place - Bradford Drive To Cul-de-sac	Bradford Drive To Cul-de-sac Goleta, CA 93117
Wessex Court - Muirfield Drive To Cul-de-sac	Muirfield Drive To Cul-de-sac Goleta, CA 93117
Westmorland Place - Carlo Drive To Carlo Drive	Carlo Drive To Carlo Drive Goleta, CA 93117
Whitman Street - Whittier Drive To Phelps Road	Whittier Drive To Phelps Road Goleta, CA 93117
Whittier Drive - Storke Road To Mills Way	Storke Road To Mills Way Goleta, CA 93117
Winchester Canyon Road - Winchester Drive To Calle Real	Winchester Drive To Calle Real Goleta, CA 93117
Winchester Drive - Winchester Canyon Road To Langlo Ranch Drive	Winchester Canyon Road To Langlo Ranch Drive Goleta, CA 93117
Windsor Avenue - Parkhurst Drive To Cathedral Oaks Road	Parkhurst Drive To Cathedral Oaks Road Goleta, CA 93117
York Place - Cambridge Drive To Cul-de-sac	Cambridge Drive To Cul-de-sac Goleta, CA 93117
Yuba Lane - Butte Drive To Tuolumne Drive	Butte Drive To Tuolumne Drive Goleta, CA 93117

**EXHIBIT B
SCHEDULE OF FEES**

Item No.	Description	Per Hour
1	General ADA Consultant rate including administrative services	\$150
2	Review by Certified Access Specialist Programs (CASp)	\$150
3	Inspector Rate for ADA Transition Plan	\$75

**AMENDMENT NO. 1
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
DISABILITY ACCESS CONSULTANT (DAC), LLC**

This **Amendment No. 1** to the Professional Services Agreement by and between the **City of Goleta**, a municipal corporation (“City”) and **DISABILITY ACCESS CONSULTANT (DAC), LLC** (“Consultant”) dated December 2, 2022 (“Agreement,” Agreement No. 2022-104) is made on this ____ day of June, 2024.

SECTION A. RECITALS

1. This Agreement is for compliance with Americans with Disabilities Act (ADA) requirements including ADA transition plan completion, ADA Self Evaluation, ADA site inspection, and general accessibility consulting work under Title II requirements; and
2. The Agreement currently provides in Section 6 for the termination of the Agreement on June 30, 2024; and
3. The parties desire to amend the Agreement so as to extend the termination of the Agreement to June 30, 2025; and
4. The City Manager approved this Amendment No. 1, on this ____ day of June, 2024.

SECTION B. AMENDED TERMS

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

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

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

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

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

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

CITY OF GOLETA

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

CONSULTANT

DocuSigned by:
Tim Mahoney
3894BD3D48DC463...
Tim Mahoney, General Manager

ATTEST:

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

APPROVED AS TO FORM:

ISAAC ROSEN, ACTING CITY ATTORNEY

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

**AMENDMENT NO. 2
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
DISABILITY ACCESS CONSULTANT (DAC), LLC**

This **Amendment No. 2** to the Professional Services Agreement by and between the **City of Goleta**, a municipal corporation (“City”) and **DISABILITY ACCESS CONSULTANT (DAC), LLC** (“Consultant”) dated December 2, 2022 (“Agreement,” Agreement No. 2022-104) is made on this 3rd day of April, 2025.

SECTION A. RECITALS

1. This Agreement is for compliance with Americans with Disabilities Act (ADA) requirements including ADA transition plan completion, ADA Self Evaluation, ADA site inspection, and general accessibility consulting work under Title II requirements; and
2. This Agreement has been amended to extend the term for an additional year (Amendment No. 1); and
3. The Agreement currently provides in Section 6 for the termination of the Agreement on June 30, 2025; and
4. The parties desire to amend the Agreement so as to extend the termination of the Agreement to June 30, 2026; and
5. The Agreement currently provides in Exhibit B entitled “Schedule of Fees” the hourly rates; and
6. The parties desire to amend Exhibit B of the Agreement to identify the new hourly rates, attached as “Exhibit B-1”; and
7. The City Manager approved this Amendment No. 2, on this 3rd day of April, 2025.

SECTION B. AMENDED TERMS

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

1. **Section 6. TERM, PROGRESS AND COMPLETION** of the Agreement is amended to extend the term for an additional year 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.

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

Exhibit B "Schedule of Fees" with **Exhibit B-1 "Schedule of Fees"** 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.

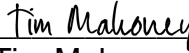
In concurrence and witness whereof, this Amendment No. 2 has been executed by the parties effective on the date and year first above written.

CITY OF GOLETA

CONSULTANT

Signed by:

Robert Nisbet, City Manager

DocuSigned by:

Tim Mahoney, General Manager

ATTEST:

DocuSigned by:

Deborah Lopez, City Clerk

APPROVED AS TO FORM:
ISAAC ROSEN, ACTING CITY ATTORNEY

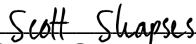
Signed by:

Scott Shapses, Deputy City Attorney

Exhibit B-1 “Schedule of Fees”

Item No.	Description	Per Hour
1	General ADA Consultant rate including administrative services	\$150
2	Review by Certified Access Specialist (CAsp)	\$150
3	Inspector Rate for ADA Transition Plan	\$100

ATTACHMENT 5

Amendment No. 1 to General Services Agreement 2026-017 with El Encanto Pool
Services, Inc.

**AMENDMENT NO. 1
TO A GENERAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
EL ENCANTO POOL SERVICES, INC.**

This **Amendment No. 1** to the General Services Agreement by and between the **City of Goleta**, a municipal corporation ("City") and **El Encanto Pool Services, Inc.** ("Service Provider") dated April 1, 2026 ("Agreement," Agreement No. 2026-017) is made on this ___ day of _____ 2026.

SECTION A. RECITALS

1. This Agreement is for water quality and equipment maintenance services at the Jonny D. Wallis Neighborhood Park Splash Pad; and
2. The Agreement currently provides for the total compensation amount not to exceed \$45,000; and
3. The parties desire to amend the Agreement so as to provide for additional compensation in the amount of \$55,000 for continued tasks; and
4. The City Council approved this Amendment No. 1, on this ___ day of ___ 2026.

SECTION B. AMENDED TERMS

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

1. **Subsection (a) of Section 2. COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of \$55,000 and to read in its entirety:

- (a) **Maximum and Rate.** The total compensation earned by or payable to the Service Provider, by the City, for any and all services under this Agreement are estimated to be **\$100,000**, and **SHALL NOT EXCEED** the sum of **\$100,000** (herein "not-to-exceed amount") and shall be earned on the following basis:

Hourly at the hourly rates and with reimbursement to the Service Provider for those expenses set forth in Service Provider's Schedule of Fees marked **Exhibit "B,"** attached and incorporated herein.

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

EL ENCANTO POOL SERVICES, INC.

Robert Nisbet, City Manager

Signed by:
Juan De Luna

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Juan De Luna, CEO & CFO

ATTEST:

Deborah Lopez, City Clerk

APPROVED AS TO FORM:
ISAAC ROSEN, CITY ATTORNEY

Signed by:
Scott Shapses

4365248AE5424CE...
Scott Shapses, Deputy City Attorney

ATTACHMENT 6

General Services Agreement 2026-017 with El Encanto Pool Services, Inc.

Project Name: Splash Pad Maintenance at Jonny D. Wallis Neighborhood Park

**AN AGREEMENT FOR GENERAL SERVICES
BETWEEN THE CITY OF GOLETA
AND
EL ENCANTO POOL SERVICES, INC.**

THIS GENERAL SERVICES AGREEMENT ("Agreement"), made and entered into this 1st day of April, 2026, by and between the **CITY OF GOLETA**, a municipal corporation (hereinafter referred to as "City"), and **EL ENCANTO POOL SERVICES, INC.**, a California S-Corporation (hereinafter referred to as "Service Provider").

SECTION A. RECITALS

1. This Service Provider will be providing water quality and equipment maintenance services at the Jonny D. Wallis Neighborhood Park Splash Pad; and
2. Service Provider represents that it is sufficiently experienced and capable of providing the services agreed to herein and are sufficiently familiar with the needs of the City; and
3. Service Provider was recommended for award of this Agreement in compliance with Goleta Municipal Code Section 3.05.080; and
4. The City Manager is authorized to execute this Agreement pursuant to Goleta Municipal Code section 3.05.070 because the Agreement does not exceed \$45,000.

SECTION B. TERMS

1. RETENTION OF SERVICE PROVIDER

City hereby retains Service Provider, and Service Provider hereby accepts such engagement, to perform aquatic facility maintenance services at the Jonny D. Wallis Neighborhood Park, as requested, and attached herein as **Exhibit "A"**. Service Provider warrants it has the qualifications, experience and facilities to properly and timely perform said services.

2. COMPENSATION AND PAYMENT

(a) Maximum and Rate. The total compensation earned by or payable to the Service Provider, by the City, for any and all services under this Agreement are estimated to be **\$45,000**, and **SHALL NOT EXCEED** the sum of **\$45,000** over the life of the

Agreement, and shall be earned on the following basis:

Hourly at the hourly rates and with reimbursement to the Service Provider for those expenses set forth in Service Provider's Schedule of Fees marked **Exhibit "B,"** attached and incorporated herein.

(b) Payment. All payments shall be made within 30 days after the Service Provider has provided the City with written verification of the actual compensation earned, which written verification shall be in a form satisfactory to the City's Project Manager.

3. CITY PROJECT MANAGER AND SERVICES BY CITY

The services to be performed by the Service Provider shall be accomplished under the general direction of, and coordinate with, the City's "Project Manager", as that staff person is designated by the City from time to time, and who presently is George Thomson, Parks and Open Space Manager.

4. PROGRESS AND COMPLETION

Service Provider shall begin performance of the services specified in Exhibit A upon written direction from the Project Manager.

Project Manager shall assign, in writing, Service Provider with discrete small projects, which shall in no event exceed \$5,000 per project, exclusive of reimbursed supplies, materials, or equipment. Service Provider shall commence work on the services to be performed on each project as requested and authorized by the Project Manager.

For each discrete job requested by the Project Manager, Service Provider must respond to provide at least an initial assessment of the project. Service Provider will provide an estimate to the Project Manager and only start work upon written authorization from the Project Manager.

5. AGREEMENT PERFORMANCE

Non-Exclusivity. This Agreement is non-exclusive. City reserves the right to retain, employ, Agreement with other qualified providers of services during the term of this Agreement on such occasions and in such circumstances as City shall determine are appropriate.

Ability to Perform. The Service Provider warrants that it possesses, or has arranged through subcontracts, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all federal, state, county, city, and special district laws, ordinances, and regulations.

Laws to be Observed. The Service Provider shall keep itself fully informed of and shall

observe and comply with all applicable state and federal laws and county and City of Goleta ordinances, regulations and adopted codes during its performance of the work.

Payment of Taxes. The Agreement prices shall include full compensation for all taxes which the Service Provider is required to pay.

Permits and Licenses. The Service Provider shall procure all permits and licenses, pay all charges and fees, and give all notices necessary.

Prevailing Wage. The Service Provider is obligated to pay prevailing wages under the California Labor Code. Service Provider agrees to indemnify, defend and hold City harmless from any claim that prevailing wages should have been paid, and shall be liable for the payment of the same and any penalties thereon. It is the responsibility of the Service Provider to be familiar with the California Labor Code, and failure or neglect of the Service Provider to understand the California Labor Code shall in no way relieve him from any obligations.

Safety Provisions. The Service Provider shall conform to the rules and regulations pertaining to safety established by OSHA and the California Division of Industrial Safety.

Preservation of City Property. The Service Provider shall provide and install suitable safeguards, approved by City, to protect City property from injury or damage. If City property is injured or damaged as a result of the Service Provider's operations, it shall be replaced or restored at the Service Provider's expense. The facilities shall be replaced or restored to a condition as good as when the Service Provider began work.

Immigration Act of 1986. The Service Provider warrants on behalf of itself and all subcontractor Providers engaged for the performance of this work that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

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 Service Provider to the penalties provided for in Labor Code Section 1735.

Paper Products and Printing Requirements. To the extent this contract provides paper products, and printing and writing paper for the City, Service Provider must meet quality standards and criteria specified in [SB 1383](#), [Sections 22150-22154 of the Public Contract Code](#) and [16 Code of Federal Regulations \(CFR\) Section 260.12](#) by:

- a. If fitness and quality are equal, provide recycled products, instead of nonrecycled products whenever recycled products are available at the same or a lesser total cost than nonrecycled items.
- b. Provide paper products and printing and writing paper that meet Federal Trade Commission recyclability standard as defined in 16 CFR Section 260.12.
- c. Certify in writing, under penalty of perjury, the minimum percentage of postconsumer material in the paper products and printing and writing paper offered or sold to the City. This certification requirement may be waived if the percentage of postconsumer material in the paper products, printing and writing paper, or both can be verified by a product label, catalog, invoice, or a manufacturer or vendor internet website.
- d. Certify in writing, on invoices or receipts provided, that the paper products and printing and writing paper offered or sold to the City is eligible to be labeled with an unqualified recyclable label as defined in 16 CFR Section 260.12.
- e. Comply with any other requirements in Goleta Municipal Code Section 8.10.900(B).

Organic Waste Use Requirements. To the extent this contract provides landscaping maintenance, renovation, and construction services, Service Provider must:

- a. Use compost and SB 1383 eligible mulch, as practicable, produced from recovered organic waste, for all landscaping renovations, construction, or maintenance performed for the City, whenever available, and capable of meeting quality standards and criteria specified. SB 1383 eligible mulch used for land application must comply with 14 CCR Section 18993.1 - 18993.4, and must meet or exceed the physical contamination, maximum metal concentration and pathogen density standards specified in 14 CCR Sections 17852(a)(24.5)(A)(1) through (3).
- b. Keep and provide records of procurement of recovered organic waste products (either through purchase or acquisition) to the City's Designated Representative, upon completion of projects. Information to be provided must include:
 - i. General description of how and where the product was used and if applicable, applied;

- ii. Source of product, including name, physical location, and contact information for each entity, operation, or facility from whom the recovered organic waste products were procured;
 - iii. Type of product;
 - iv. Quantity of each product; and,
 - v. Invoice or other record demonstrating purchase or procurement.
- c. Comply with all requirements in Goleta Municipal Code Section 8.10.900(A).

Work Delays. Should the Service Provider be obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act, or omission of City, or by strikes, fire, earthquake, or any other Act of God, or by the inability to obtain materials, equipment, or labor due to federal government restrictions arising out of defense or war programs, then the time of completion may, at City's sole option, be extended for such periods as may be agreed upon by City and the Service Provider. In the event that there is insufficient time to grant such extensions prior to the completion date of the Agreement, City may, at the time of acceptance of the work, waive liquidated damages which may have accrued for failure to complete on time, due to any of the above, after hearing evidence as to the reasons for such delay, and making a finding as to the causes of same.

Inspection. The Service Provider shall furnish City with every reasonable opportunity for City to ascertain that the services of the Service Provider are being performed in accordance with the requirements and intentions of this Agreement. All work done and all materials furnished, if any, shall be subject to City's inspection and approval. The inspection of such work shall not relieve Service Provider of any of its obligations to fulfill its Agreement requirements.

Audit. City shall have the option of inspecting and/or auditing all records and other written materials used by Service Provider in preparing its invoices to City as a condition precedent to any payment to Service Provider.

Interests of Service Provider. The Service Provider covenants that it presently has no interest, and shall not acquire any interest, direct or indirect or otherwise, which would conflict in any manner or degree with the performance of the work hereunder. The Service Provider further covenants that, in the performance of this work, no subcontractor or person having such an interest shall be employed. The Service Provider certifies that no one who has or will have any financial interest in performing this work is an officer or employee of City. It is hereby expressly agreed that, in the performance of the work hereunder, the Service Provider shall at all times be deemed an independent Service Provider and not an agent or employee of City.

6. TERM

This Agreement shall expire on December 31, 2027.

7. OWNERSHIP OF DOCUMENTS

All drawings, designs, data, photographs, reports and other documentation (other than Service Provider's drafts, notes and internal memorandum), including duplication of same prepared by Service Provider in the performance of these services, shall become the property of the City upon termination of the consulting services pursuant to this Agreement and upon payment in full of all compensation then due Service Provider. If requested by the City, all, or the designated portions of such, shall be delivered to the City. The City agrees to hold the Service Provider 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 the Service Provider is first obtained.

8. PERSONAL SERVICES/NO ASSIGNMENT/SUBSERVICE PROVIDER

This Agreement is for general services which are personal to City. Juan De Luna is deemed to be specially experienced and is a key lead for services provided, and shall be directly involved in performing, supervising or assisting in the performance of this work. This key person shall communicate with, and periodically report to, City on the progress of the work. Should any such individual be removed from assisting in this contracted work for any reason, City may terminate this Agreement. Service Provider must ensure that subcontractors must adhere to all applicable provisions of this Agreement relating to providing services to City. This Agreement is not assignable by Service Provider without City's prior consent in writing.

The following portions of the work will be subcontracted out to other parties by Service Provider:

- Edward Baeza from Santa Barbara Spas & Pool Service for inspections, repairs, and replacements of the splash pad equipment.

9. HOLD HARMLESS AND INDEMNITY

(a) Hold Harmless for Service Provider's Damages. The Service Provider holds the City, its elected officials, officers and employees, harmless from all of Service Provider's claims, demands, lawsuits, judgments, damages, losses, injuries or liability to the Service Provider, to the Service Provider's employees, to Service Provider's Service Providers or subcontractor, or to the owners of the Service Provider's firm, which damages, losses, injuries or liability occur during the work or services required under this Agreement, or occur while Service Provider is in a City building or on City property, or which are connected, directly or indirectly, with the Service Provider's performance of any

activity or work required under this Agreement.

(b) Defense and Indemnity of Third-Party Claims/Liability. Service Provider shall investigate, defend, and indemnify the City, its elected officials, officers 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, professional errors and omissions arising out of, directly or indirectly, an error, a negligent act or negligent omission of the Service Provider or of Service Provider's subcontractor, or the willful misconduct of the Service Provider or Service Provider's Service Providers/subcontractor, 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 in law or equity 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 to such litigation.

(c) Nonwaiver. The 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 the City, or the deposit with the City, of any insurance certificates or policies described in section 10.

10. INSURANCE

Service Provider shall, at Service Provider'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 in the 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.

Liability insurance policies required to be provided by Service Provider 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 Agreement. Additional insured status under the general liability requirement shall be provided on Insurance Services Office Form CG 20 10, with an edition date prior to 2004, or its equivalent. Additional insured status for completed operations shall be provided either in the additional insured form or through another endorsement such as CG 20 37, or its equivalent.
- b) General and automobile liability insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage will not be limited to City's vicarious liability.
- c) Except for professional liability insurance, liability coverage shall be primary and non-contributing with any insurance maintained by City.
- d) Evidence of coverage (including the workers' compensation and employer's liability policies) shall provide that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after 30 days' prior written notice has been given to City. Such provision shall not include any limitation of liability of the insurer for failure to provide such notice.
- e) No liability insurance coverage provided to comply with this Agreement shall prohibit Service Provider, or Service Provider's employees, or agents, from waiving the right of recovery prior to a loss. Service Provider waives its right of recovery against City.
- f) Service Provider agrees to deposit with City within fifteen days of Notice to Proceed of the Agreement certificates of insurance and required endorsements.
- g) There shall be no recourse against City for payment of premiums or other amounts with respect to the insurance required to be provided by Service Provider 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 Service Provider or City will withhold amounts sufficient to pay premium from Service Provider payments.

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

11. RELATION OF THE PARTIES

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

12. TERMINATION BY CITY

The City, by notifying Service Provider in writing, may upon five (5) calendar days notice, terminate any portion or all of the services agreed to be performed under this Agreement. In the event of such termination, Service Provider 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 Service Provider within 30 days following submission of a final statement by Service Provider.

13. CORRECTIONS

The Service Provider shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Service Provider's work. Should Service Provider fail to make such correction in a reasonably timely manner, such correction shall be made by the City, and the cost thereof shall be charged to Service Provider.

14. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by Service Provider of the final payment made under this Agreement shall operate as and be a release of the City from all claims and liabilities for compensation to Service Provider for anything done, furnished or relating to Service Provider'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 five (5) calendar days of the receipt of that check, whichever occurs first. However, any approval or payment by the City shall not constitute, nor be deemed, a release of the responsibility and liability of Service Provider, its employees, subcontractors, agents and Service

Providers 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 the City for any defect or error in the work prepared by Service Provider, its employees, subcontractor, agents and Service Providers.

15. 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.

16. CONFLICT OF INTEREST

Service Provider is unaware of any City employee or official that has a financial interest in Service Provider's business. During the term of this Agreement and/or as a result of being awarded this Agreement, the Service Provider shall not offer, encourage or accept any financial interest in Service Provider's business by any City employee or official. If a portion of Service Provider's services called for under this Agreement shall ultimately be paid for by reimbursement from and through an Agreement with a developer of any land within the City or with a City franchisee, the Service Provider warrants that it has not performed any work for such developer/franchisee within the last 12 months, and shall not negotiate, offer or accept any Agreement or request to perform services for that identified developer/franchisee during the term of this Agreement.

17. 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 and, should litigation occur, venue shall be in the Superior Court of Santa Barbara.

18. 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.

19. ENTIRE AGREEMENT BETWEEN PARTIES

Except for Service Provider'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.

20. 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: Robert Nisbet, City Manager
City of Goleta
130 Cremona Drive, Suite B
Goleta, CA 93117

TO SERVICE PROVIDER: Juan De Luna
El Encanto Pool Services, Inc.
34 San Rossano Dr.
Goleta, CA 93117

21. COUNTERPARTS AND ELECTRONIC/FACSIMILE SIGNATURES

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

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

CITY OF GOLETA

Signed by:

Robert Nisbet

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Robert Nisbet, City Manager

EI ENCANTO POOL SERVICES, INC

Signed by:

Juan De Luna

44BF254C6245445...
Juan De Luna, CEO & CFO

ATTEST:

DocuSigned by:

Deborah Lopez

A3E09F3473CA47E...
Deborah Lopez, City Clerk

APPROVED AS TO FORM:

ISAAC ROSEN, CITY ATTORNEY

Signed by:

Scott Shapses

4218AF313C014E2...
Scott Shapses, Deputy City Attorney

EXHIBIT A

SCOPE OF WORK

Splash Pad Maintenance Services Jonny D. Wallis Neighborhood Park

I. OVERVIEW

Service Provider shall provide all splash pad water quality and equipment maintenance services necessary to operate the City's public splash pad facility in a safe, clean, and code-compliant condition. Public operating hours are anticipated to be 10 AM to 6 PM, six days a week (one day TBD per week closed for maintenance), from the Friday prior to Memorial Day through Labor Day, and are subject to change at the discretion of the City of Goleta. All work shall comply with applicable laws and regulations, including those of Santa Barbara County Environmental Health Services and the California Department of Public Health.

CONTRACTOR DUTIES TO BE PERFORMED **DAILY** WHEN SPLASH PAD IS OPEN TO THE PUBLIC:

1. Perform water quality testing prior to facility opening, including:
 - Free chlorine
 - Combined chlorine
 - Free chlorine
 - pH
 - Total alkalinity
 - ORP
 - Water temperature
2. Maintain all parameters within required ranges per applicable codes and manufacturers' recommendation. Code requirements prevail where in conflict with manufacturers' recommendations.
3. Check and record pressure gauges and flow rate.
4. Check and confirm proper function of UV sanitizer. Record dose, flow, and chamber temperature.
5. Inspect surge tank and confirm water level is correct. Notify City staff if water level is not correct.

6. Complete and maintain a daily log of all required water quality parameters and maintenance activities, in compliance with Santa Barbara County Environmental Health and California regulations. Logs must be kept on-site and made available for inspection upon request.
7. Remove debris from the deck drains and deck strainer baskets.
8. Conduct daily inspection of pumps, filters, flow sensors, control systems, and reservoir. Clear pump strainer baskets to ensure proper flow.
9. Activate spray jets on splash pad and confirm proper function.

CONTRACTOR DUTIES TO BE PERFORMED WEEKLY WHEN SPLASH PAD IS OPEN TO THE PUBLIC:

1. Perform water quality testing, including:
 - Total Dissolved Solids
 - Calcium Hardness
2. Maintain all parameters within required ranges per applicable codes and manufacturers' recommendation. Code requirements prevail where in conflict with manufacturers' recommendations.
3. Inspect and clean chemical probes.

NOTE: Cartridge filters (4) are in a permit-entry confined space and cannot be accessed by City personnel or the Service Contractor. An authorized contractor will be performing cartridge filter change outs in coordination with City personnel and the Service Contractor.

CONTRACTOR DUTIES TO BE PERFORMED ONE DAY OF THE MONTH DURING SPLASH PAD SEASON WHEN CLOSED TO THE PUBLIC

1. Routine Maintenance
 - Sand Filter
 - Backwash sand filter when the filter gauge reading increases 10 PSI over the initial (clean filter) reading.
 - Perform chemical cleaning procedure per manufacturer's recommendation and frequency.

- UV Light
 - Clean and replace quartz sleeves per manufacturer's recommended interval
 - Replace seals when quartz sleeves are removed from the chamber
 - Replace UV lamps when output drops to the low UV output threshold level
 - Clean probes every six months (minimum)
 - Clean inlet filter mat at intervals dependent on cleanliness of pump house air
 - Record all maintenance activities in log, including noting lamp run hours at each maintenance activity
- Chemical Controller (Hayward CAT5500)
 - Replace probes (if needed per manufacturer's specification)
 - Calibrate pH
 - Adjust ORP setpoint
 - Confirm wireless connectivity
- Surge Tank
 - Coordinate cleaning of surge tank with confined space contractor
 - Drain tank as needed in response to contamination incidents and regular seasonal operations
- Miscellaneous
 - Inspect, clean, and/or replace seals, valves, injection fittings, pump tubing, flow meter and other components as warranted per manufacturer's specifications.

CONTAMINATION INCIDENTS

- A janitorial service company will respond to clean up contamination incidents on the splash pad. Service Provider is not responsible for cleaning the splash pad surface. Service Provider will follow current Santa Barbara County Environmental Health procedures when addressing contamination incidents to ensure water quality meets standards.

Note: Daily cleaning of the splash pad surface and surrounding area is not included in this contract and will be performed under a separate contract with a janitorial service provider and/or City staff. Changing the cartridge filters in the surge tank is not included in this contract due to confined space entry requirements and will be performed under a separate contract with another service provider.

II. Chemical & Material Management

- Provide, transport, use, and safely store all required chemicals and testing supplies in compliance with all local, state, and federal safety standards, including but not limited to Cal/OSHA, Santa Barbara County Environmental Health and Safety, and California DOT.
- Materials, chemicals, and supplies will be reimbursed by the City at actual cost plus a maximum 10% markup over cost, provided that:
 - The expense has been pre-approved by the City, and
 - Original, itemized receipts clearly showing cost are submitted with the Contractor's invoice.

III. Startup & Shutdown

- Startup: Activate and test all systems; inspect and calibrate controls prior to public operation.
- Shutdown: Drain and winterize systems; secure exposed components. Submit season-end report with summary of conditions and maintenance recommendations.

IV. Notifications & Repairs

- Notify the City of any system malfunction, equipment failure, or safety concern as soon as discovered. The Parks and Open Space Manager or their designee must be contacted by the Service Provider via cell phone as soon as the system malfunction, equipment failure, or safety concern is discovered.
- All repairs require a written cost proposal and written approval by the City before any work is performed.
- Approved repairs may include reimbursable materials at cost plus 10% markup and labor at contract rates, with receipts required for all reimbursable expenses.

V. Maintenance and Repair Log

- Maintain a detailed onsite maintenance and repair log that records all water quality readings, daily inspections, maintenance activities, repairs, and other relevant observations.
- The log must be completed daily by the Service Provider and kept onsite for review by the City and County Environmental Health inspectors at any time.

MISCELLANEOUS

While working on City property, the contractor's employees shall wear uniforms with appropriate company name and logo. Contractor's vehicles shall be clearly marked with appropriate company name and logo.

END – EXHIBIT A SCOPE OF WORK

EXHIBIT B

SCHEDULE OF FEES

Splash Pad Maintenance at Jonny D. Wallis Neighborhood Park

All Staff Hourly Rates

Regular Weekday Rate (Monday-Friday, 7 AM-6PM): \$145/hour

Weekend (Saturday & Sunday), Weekday Afterhours, and City-Recognized Holidays
Rate: \$218/hour

Supplies & Materials

Service Provider's cost plus 10% mark-up

Original receipts must be submitted with monthly invoice to City

ATTACHMENT 7

Amendment No. 1 to General Services Agreement 2026-022 with County Sanitation
Company DBA Stewart's Plumbing & De-Rooting

**AMENDMENT NO. 1
TO A GENERAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
COUNTY SANITATION COMPANY DBA STEWART'S DE-ROOTING & PLUMBING**

This **Amendment No. 1** to the General Services Agreement by and between the **City of Goleta**, a municipal corporation ("City") and **COUNTY SANITATION COMPANY DBA STEWART'S DE-ROOTING & PLUMBING**. ("Service Provider") dated April 24, 2026 ("Agreement," Agreement No. 2026-022) is made on this ____ day of _____ 2026.

SECTION A. RECITALS

1. This Agreement is for filter maintenance services for the splashpad at Jonny D. Wallis Neighborhood Park; and
2. The Agreement currently provides for the total compensation amount not to exceed \$45,000; and
3. The parties desire to amend the Agreement so as to provide for additional compensation in the amount of \$15,000 for continued tasks; and
4. The City Council approved this Amendment No. 1, on this ____ day of _____ 2026.

SECTION B. AMENDED TERMS

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

1. **Subsection (a) of Section 2. 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 earned by or payable to the Service Provider, by the City, for any and all services under this Agreement are estimated to be **\$60,000**, and **SHALL NOT EXCEED** the sum of **\$60,000** (herein "not-to-exceed amount") and shall be earned on the following basis:

Fixed price for confined space entry as set forth in Service Provider's Schedule of Fees marked "**Exhibit B,**" attached and incorporated herein; and

Hourly for repair work at the hourly rates set forth in Service Provider's Schedule of Fees marked **Exhibit "B,"** attached and incorporated herein.

- 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

Robert Nisbet, City Manager

ATTEST:

Deborah Lopez, City Clerk

APPROVED AS TO FORM:
ISAAC ROSEN, CITY ATTORNEY

Signed by:
Scott Shapses

4218AF313C044E3...
Scott Shapses, Deputy City Attorney

SERVICE PROVIDER

Signed by:
Todd Hodgins

5D18E5DD2AC641F...
Todd Hodgins, President

DocuSigned by:
Jennifer Hodgins

292D9040E315442...
Jennifer Hodgins, Vice President

ATTACHMENT 8

General Services Agreement 2026-022 with County Sanitation Company
DBA Stewart's Plumbing & De-Rooting

Project Name: Splash Pad Filter Maintenance at JDW Neighborhood Park

**AN AGREEMENT FOR GENERAL SERVICES
BETWEEN THE CITY OF GOLETA
AND
COUNTY SANITATION COMPANY DBA STEWART’S DE-ROOTING & PLUMBING**

THIS GENERAL SERVICES AGREEMENT (“Agreement”), made and entered into this 24 day of April, **2026**, by and between the **CITY OF GOLETA**, a municipal corporation (hereinafter referred to as "City"), and **COUNTY SANITATION COMPANY DBA STEWART’S DE-ROOTING & PLUMBING**, a California Corporation (hereinafter referred to as "Service Provider").

SECTION A. RECITALS

1. This Service Provider will be providing filter maintenance services for the splashpad at Jonny D. Wallis Park; and
2. Service Provider represents that it is sufficiently experienced and capable of providing the services agreed to herein and are sufficiently familiar with the needs of the City; and
3. Service Provider was recommended for award of this Agreement in compliance with Goleta Municipal Code Section 3.05.080; and
4. The City Manager is authorized to execute this Agreement pursuant to Goleta Municipal Code section 3.05.070 because the Agreement does not exceed \$45,000.

SECTION B. TERMS

1. RETENTION OF SERVICE PROVIDER

City hereby retains Service Provider, and Service Provider hereby accepts such engagement, to perform services as requested, and attached herein as **Exhibit “A”**. Service Provider warrants it has the qualifications, experience and facilities to properly and timely perform said services.

2. COMPENSATION AND PAYMENT

(a) Maximum and Rate. The total compensation earned by or payable to the Service Provider, by the City, for any and all services under this Agreement are estimated to be **\$45,000**, and **SHALL NOT EXCEED** the sum of **\$45,000** over the life of the

Agreement, and shall be earned on the following basis:

Fixed price for confined entry as set forth in Service Provider's Schedule of Fees marked **Exhibit "B,"** attached and incorporated herein; and

Hourly for repair work at the hourly rates set forth in Service Provider's Schedule of Fees marked **Exhibit "B,"** attached and incorporated herein.

(b) Payment. All payments shall be made within 30 days after the Service Provider has provided the City with written verification of the actual compensation earned, which written verification shall be in a form satisfactory to the City's Project Manager.

3. CITY PROJECT MANAGER AND SERVICES BY CITY

The services to be performed by the Service Provider shall be accomplished under the general direction of, and coordinate with, the City's "Project Manager", as that staff person is designated by the City from time to time, and who presently is George Thomson, Parks and Open Space Manager.

4. PROGRESS AND COMPLETION

Service Provider shall begin performance of the services specified in Exhibit A upon written direction from the Project Manager.

Project Manager shall assign, in writing, Service Provider with discrete small projects, which shall in no event exceed \$15,000 per project. Service Provider shall commence work on the services to be performed on each project as requested and authorized by the Project Manager.

For each discrete job requested by the Project Manager, Service Provider must respond to provide at least an initial assessment of the project. Service Provider will provide an estimate to the Project Manager and only start work upon written authorization from the Project Manager.

5. AGREEMENT PERFORMANCE

Non-Exclusivity. This Agreement is non-exclusive. City reserves the right to retain, employ, Agreement with other qualified providers of services during the term of this Agreement on such occasions and in such circumstances as City shall determine are appropriate.

Ability to Perform. The Service Provider warrants that it possesses, or has arranged through subcontracts, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all

federal, state, county, city, and special district laws, ordinances, and regulations.

Laws to be Observed. The Service Provider shall keep itself fully informed of and shall observe and comply with all applicable state and federal laws and county and City of Goleta ordinances, regulations and adopted codes during its performance of the work.

Payment of Taxes. The Agreement prices shall include full compensation for all taxes which the Service Provider is required to pay.

Permits and Licenses. The Service Provider shall procure all permits and licenses, pay all charges and fees, and give all notices necessary.

Prevailing Wage. The Service Provider is obligated to pay prevailing wages under the California Labor Code. Service Provider agrees to indemnify, defend and hold City harmless from any claim that prevailing wages should have been paid, and shall be liable for the payment of the same and any penalties thereon. It is the responsibility of the Service Provider to be familiar with the California Labor Code, and failure or neglect of the Service Provider to understand the California Labor Code shall in no way relieve him from any obligations.

Safety Provisions. The Service Provider shall conform to the rules and regulations pertaining to safety established by OSHA and the California Division of Industrial Safety.

Preservation of City Property. The Service Provider shall provide and install suitable safeguards, approved by City, to protect City property from injury or damage. If City property is injured or damaged as a result of the Service Provider's operations, it shall be replaced or restored at the Service Provider's expense. The facilities shall be replaced or restored to a condition as good as when the Service Provider began work.

Immigration Act of 1986. The Service Provider warrants on behalf of itself and all subcontractor Providers engaged for the performance of this work that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

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 Service Provider to the penalties provided for in Labor Code Section 1735.

Paper Products and Printing Requirements. To the extent this contract provides paper products, and printing and writing paper for the City, Service Provider must meet quality standards and criteria specified in SB 1383, Sections 22150-22154 of the Public Contract Code and 16 Code of Federal Regulations (CFR) Section 260.12 by:

- a. If fitness and quality are equal, provide recycled products, instead of nonrecycled products whenever recycled products are available at the same or a lesser total cost than nonrecycled items.
- b. Provide paper products and printing and writing paper that meet Federal Trade Commission recyclability standard as defined in 16 CFR Section 260.12.
- c. Certify in writing, under penalty of perjury, the minimum percentage of postconsumer material in the paper products and printing and writing paper offered or sold to the City. This certification requirement may be waived if the percentage of postconsumer material in the paper products, printing and writing paper, or both can be verified by a product label, catalog, invoice, or a manufacturer or vendor internet website.
- d. Certify in writing, on invoices or receipts provided, that the paper products and printing and writing paper offered or sold to the City is eligible to be labeled with an unqualified recyclable label as defined in 16 CFR Section 260.12.
- e. Comply with any other requirements in Goleta Municipal Code Section 8.10.900(B).

Organic Waste Use Requirements. To the extent this contract provides landscaping maintenance, renovation, and construction services, Service Provider must:

- a. Use compost and SB 1383 eligible mulch, as practicable, produced from recovered organic waste, for all landscaping renovations, construction, or maintenance performed for the City, whenever available, and capable of meeting quality standards and criteria specified. SB 1383 eligible mulch used for land application must comply with 14 CCR Section 18993.1 - 18993.4, and must meet or exceed the physical contamination, maximum metal concentration and pathogen density standards specified in 14 CCR Sections 17852(a)(24.5)(A)(1) through (3).
- b. Keep and provide records of procurement of recovered organic waste products (either through purchase or acquisition) to the City's Designated

Representative, upon completion of projects. Information to be provided must include:

- i. General description of how and where the product was used and if applicable, applied;
 - ii. Source of product, including name, physical location, and contact information for each entity, operation, or facility from whom the recovered organic waste products were procured;
 - iii. Type of product;
 - iv. Quantity of each product; and,
 - v. Invoice or other record demonstrating purchase or procurement.
- c. Comply with all requirements in Goleta Municipal Code Section 8.10.900(A).

Work Delays. Should the Service Provider be obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act, or omission of City, or by strikes, fire, earthquake, or any other Act of God, or by the inability to obtain materials, equipment, or labor due to federal government restrictions arising out of defense or war programs, then the time of completion may, at City's sole option, be extended for such periods as may be agreed upon by City and the Service Provider. In the event that there is insufficient time to grant such extensions prior to the completion date of the Agreement, City may, at the time of acceptance of the work, waive liquidated damages which may have accrued for failure to complete on time, due to any of the above, after hearing evidence as to the reasons for such delay, and making a finding as to the causes of same.

Inspection. The Service Provider shall furnish City with every reasonable opportunity for City to ascertain that the services of the Service Provider are being performed in accordance with the requirements and intentions of this Agreement. All work done and all materials furnished, if any, shall be subject to City's inspection and approval. The inspection of such work shall not relieve Service Provider of any of its obligations to fulfill its Agreement requirements.

Audit. City shall have the option of inspecting and/or auditing all records and other written materials used by Service Provider in preparing its invoices to City as a condition precedent to any payment to Service Provider.

Interests of Service Provider. The Service Provider covenants that it presently has no interest, and shall not acquire any interest, direct or indirect or otherwise, which would conflict in any manner or degree with the performance of the work hereunder. The Service Provider further covenants that, in the performance of this work, no subcontractor or person having such an interest shall be employed. The Service Provider certifies that no one who has or will have any financial interest in performing this work is an officer or employee of City. It is hereby expressly agreed that, in the performance of the work hereunder, the Service Provider shall at all times be deemed an independent Service Provider and not an agent or employee of City.

6. TERM

This Agreement shall expire on December 31, 2027.

7. OWNERSHIP OF DOCUMENTS

All drawings, designs, data, photographs, reports and other documentation (other than Service Provider's drafts, notes and internal memorandum), including duplication of same prepared by Service Provider in the performance of these services, shall become the property of the City upon termination of the consulting services pursuant to this Agreement and upon payment in full of all compensation then due Service Provider. If requested by the City, all, or the designated portions of such, shall be delivered to the City. The City agrees to hold the Service Provider 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 the Service Provider is first obtained.

8. PERSONAL SERVICES/NO ASSIGNMENT/SUBSERVICE PROVIDER

This Agreement is for general services which are personal to City. Todd Hodgins is deemed to be specially experienced and is a key lead for services provided, and shall be directly involved in performing, supervising or assisting in the performance of this work. This key person shall communicate with, and periodically report to, City on the progress of the work. Should any such individual be removed from assisting in this contracted work for any reason, City may terminate this Agreement. Service Provider must ensure that subcontractors must adhere to all applicable provisions of this Agreement relating to providing services to City. This Agreement is not assignable by Service Provider without City's prior consent in writing.

9. HOLD HARMLESS AND INDEMNITY

(a) Hold Harmless for Service Provider's Damages. The Service Provider holds the City, its elected officials, officers and employees, harmless from all of Service Provider's claims, demands, lawsuits, judgments, damages, losses, injuries or liability to

the Service Provider, to the Service Provider's employees, to Service Provider's Service Providers or subcontractor, or to the owners of the Service Provider's firm, which damages, losses, injuries or liability occur during the work or services required under this Agreement, or occur while Service Provider is in a City building or on City property, or which are connected, directly or indirectly, with the Service Provider's performance of any activity or work required under this Agreement.

(b) Defense and Indemnity of Third-Party Claims/Liability. Service Provider shall investigate, defend, and indemnify the City, its elected officials, officers 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, professional errors and omissions arising out of, directly or indirectly, an error, a negligent act or negligent omission of the Service Provider or of Service Provider's subcontractor, or the willful misconduct of the Service Provider or Service Provider's Service Providers/subcontractor, 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 in law or equity 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 to such litigation.

(c) Nonwaiver. The 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 the City, or the deposit with the City, of any insurance certificates or policies described in section 10.

10. INSURANCE

Service Provider shall, at Service Provider'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 in the 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.

Liability insurance policies required to be provided by Service Provider 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 Agreement. Additional insured status under the general liability requirement shall be provided on Insurance Services Office Form CG 20 10, with an edition date prior to 2004, or its equivalent. Additional insured status for completed operations shall be provided either in the additional insured form or through another endorsement such as CG 20 37, or its equivalent.
- b) General and automobile liability insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage will not be limited to City's vicarious liability.
- c) Except for professional liability insurance, liability coverage shall be primary and non-contributing with any insurance maintained by City.
- d) Evidence of coverage (including the workers' compensation and employer's liability policies) shall provide that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after 30 days' prior written notice has been given to City. Such provision shall not include any limitation of liability of the insurer for failure to provide such notice.
- e) No liability insurance coverage provided to comply with this Agreement shall prohibit Service Provider, or Service Provider's employees, or agents, from waiving the right of recovery prior to a loss. Service Provider waives its right of recovery against City.
- f) Service Provider agrees to deposit with City within fifteen days of Notice to Proceed of the Agreement certificates of insurance and required endorsements.
- g) There shall be no recourse against City for payment of premiums or other amounts with respect to the insurance required to be provided by Service Provider 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 Service Provider or City will withhold amounts sufficient to pay premium from Service Provider payments.

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

11. RELATION OF THE PARTIES

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

12. TERMINATION BY CITY

The City, by notifying Service Provider in writing, may upon five (5) calendar days notice, terminate any portion or all of the services agreed to be performed under this Agreement. In the event of such termination, Service Provider 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 Service Provider within 30 days following submission of a final statement by Service Provider.

13. CORRECTIONS

The Service Provider shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Service Provider's work. Should Service Provider fail to make such correction in a reasonably timely manner, such correction shall be made by the City, and the cost thereof shall be charged to Service Provider.

14. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by Service Provider of the final payment made under this Agreement shall operate as and be a release of the City from all claims and liabilities for compensation to Service Provider for anything done, furnished or relating to Service

Provider'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 five (5) calendar days of the receipt of that check, whichever occurs first. However, any approval or payment by the City shall not constitute, nor be deemed, a release of the responsibility and liability of Service Provider, its employees, subcontractors, agents and Service Providers 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 the City for any defect or error in the work prepared by Service Provider, its employees, subcontractor, agents and Service Providers.

15. 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.

16. CONFLICT OF INTEREST

Service Provider is unaware of any City employee or official that has a financial interest in Service Provider's business. During the term of this Agreement and/or as a result of being awarded this Agreement, the Service Provider shall not offer, encourage or accept any financial interest in Service Provider's business by any City employee or official. If a portion of Service Provider's services called for under this Agreement shall ultimately be paid for by reimbursement from and through an Agreement with a developer of any land within the City or with a City franchisee, the Service Provider warrants that it has not performed any work for such developer/franchisee within the last 12 months, and shall not negotiate, offer or accept any Agreement or request to perform services for that identified developer/franchisee during the term of this Agreement.

17. 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 and, should litigation occur, venue shall be in the Superior Court of Santa Barbara.

18. 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.

19. ENTIRE AGREEMENT BETWEEN PARTIES

Except for Service Provider'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.

20. 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: Robert Nisbet, City Manager
City of Goleta
130 Cremona Drive, Suite B
Goleta, CA 93117

TO SERVICE PROVIDER: Todd Hodgins
County Sanitation Company
415 E. Montecito Street
Santa Barbara, CA 93101

21. COUNTERPARTS AND ELECTRONIC/FACSIMILE SIGNATURES

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

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

CITY OF GOLETA

Signed by:
Robert Nisbet, City Manager

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Robert Nisbet, City Manager

SERVICE PROVIDER

Signed by:
Todd Hodgins

5D1BE5BD2ACC41F...
Todd Hodgins, President

ATTEST:

DocuSigned by:
Deborah Lopez

A3E09F9473CA47E...
Deborah Lopez, City Clerk

DocuSigned by:
Jennifer Hodgins

232D8048E515412...
Jennifer Hodgins, Vice President

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

Signed by:
Scott Shapses

4218AE313C014E2...
Scott Shapses, Deputy City Attorney

EXHIBIT A SCOPE OF WORK

- Perform permit-required confined space entry into splashpad surge tank.
- Remove four filters and install clean filters provided by City of Goleta. City to have four clean filters onsite ready for replacement upon entry into splashpad surge tank.
- Includes confined space entry permit with ventilation blower, atmosphere tester, and rescue tripod.
- Confined space team includes an entrant, attendant, and entry supervisor.
- Perform on-call plumbing repair work as directed by the City's Project Manager.
- All work to be completed weekly before 10 AM on Mondays, Wednesdays, and Fridays.

Note:

- The surge tank will typically have water approximately five feet deep during filter change out work.
- City to maintain clean surge tank and proper balance of water chemistry prior to any surge tank confined space entry.
- City to allow storage of confined space rescue equipment onsite in pump house.
- City to provide key for pump house in case access for equipment is needed for emergencies.
- City to provide electricity for ventilation blower.
- City to provide plumbing materials and supplies.
- Service Provider is not responsible for any damage to piping, valves, or filters during entry, cleaning, or exit.

**EXHIBIT B
SCHEDULE OF FEES**

First permit-required confined space entry to include removal of four dirty paper cartridge filters and installation of four clean paper cartridge filters provided by City.

Fee = \$2,000.00 for first entry

Permit-required confined space entries thereafter to include removal of four dirty paper cartridge filters and installation of four clean paper cartridge filters provided by City.

Fee = \$1,500.00 for each entry after first entry

On-call hourly plumbing repair work as directed by the City's Project Manager. City to provide any needed plumbing materials and supplies.

Fee = \$540/hr for three-person confined space entry team.