



**Agenda Item A.6**  
**CONSENT CALENDAR**  
**Meeting Date: September 16, 2025**

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**TO:** Mayor and Councilmembers

**SUBMITTED BY:** Peter Imhof, Planning and Environmental Review Director

**PREPARED BY:** Lisa Prasse, Current Planning Manager

**SUBJECT:** Amendment No. 1 to Professional Services Agreement for Planning Services with Environmental Science Associates

**RECOMMENDATION:**

Authorize the City Manager to execute Amendment No. 1 to Professional Services Agreement No. 2025-041 with Environmental Science Associates to provide planning services, increasing the contract amount by \$100,000 for a new not-to-exceed contract amount of \$144,900.

**BACKGROUND:**

One of the functions provided by Current Planning is processing applications for land use development projects under applicable local, state and federal planning and environmental regulations and policies. In response to the volume of current planning project cases processing and construction management oversight needs, the Planning and Environmental Review Department staffing is supplemented with and supported by contract planners to ensure timely, efficient, and responsive service to applicants in lieu of hiring additional full-time staff.

On June 4, 2025, the City Manager authorized Professional Services Agreement No. 2025-041 (Agreement) with Environmental Science Associates (ESA) for such assistance (Attachment 2). The original not-to-exceed amount for the agreement was \$44,900, with a termination date of September 30, 2027. The termination aligns with the on-call planning consultant list that the Council ratified last year.

**DISCUSSION:**

Considering the Current Planning project workload demands, staff is requesting that the Agreement be amended to increase the existing amount by \$100,000 for a new total not-to-exceed of amount of \$144,900 in order to have sufficient authority in the Agreement to allow ESA to work on other projects as the need arises (Attachment 1).

ESA recently assisted the City with the preparation of the Addendum to the Goleta Energy Storage Initial Study/Mitigated Negative Declaration for the 132 Augmentation Units at 6864 Cortona Drive. ESA also prepared the Planning Commission staff report, Resolution, General Plan and Zoning Consistency analysis on behalf the City. These materials were well done in a timely manner. Staff would like to continue using ESA's services on other development projects. Amending the Agreement as proposed would allow this to occur.

**FISCAL IMPACTS:**

Considering the Current Planning project workload demands, staff is requesting that the Agreement with ESA be amended in the amount of \$100,000 for a new total not-to-exceed amount of \$144,900. The costs associated with this contract would be borne by the developers of the projects that ESA would work on. There will not be any fiscal impact to the City with this amendment.

**ALTERNATIVES:**

The City Council may elect not to authorize the recommended action and the services provided by ESA would not occur. Staff would either seek assistance from other consultants or have the tasks performed by existing staff. The latter option would have workload impacts on existing staff and time delays for applicants already in the processing queue.

**LEGAL REVIEW BY:** Isaac Rosen, City Attorney

**APPROVED BY:** Robert Nisbet, City Manager

**ATTACHMENTS:**

1. Amendment No. 1 to Professional Services Agreement No. 2025-041 with Environmental Science Associates
2. Professional Services Agreement No. 2025-041 with Environmental Science Associates

## **ATTACHMENT 1**

Amendment No. 1 to Professional Services Agreement No. 2025-041 with  
Environmental Science Associates

Project Name: On-Call Contract  
Planning Services – ESA

**AMENDMENT NO. 1  
TO A PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF GOLETA  
AND  
ENVIRONMENTAL SCIENCE ASSOCIATES (ESA)**

This **Amendment No. 1** to the Professional Services Agreement by and between the **City of Goleta**, a municipal corporation ("City") and **ENVIRONMENTAL SCIENCE ASSOCIATES (ESA)** ("Consultant") dated June 4, 2025 ("Agreement," Agreement No. 2025-041) is made on this 16<sup>th</sup> day of September, 2025.

**SECTION A. RECITALS**

1. This Agreement is for the provision of professional on-call contract planning services. The costs associated with the on-call services will be passed through and paid for by the applicants of the developments that are reviewed/processed by the contract planners; and
2. The Agreement currently provides for the total compensation amount not to exceed \$44,900; and
3. The parties desire to amend the Agreement so as to provide for additional compensation in the amount of \$100,000 for continued tasks; and
4. The City Council approved this Amendment No. 1, on this 16<sup>th</sup> 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. **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 \$144,900 (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

City of Goleta  
Amendment No.1 to Agreement No. 2025-041  
Page 1 of 2

Project Name: On-Call Contract  
Planning Services – ESA

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 September 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.

- (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.

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**

**CONSULTANT**

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

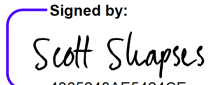
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Lauren Abom, Regional Director

**ATTEST:**

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

\_\_\_\_\_  
Swen Swenson, Controller

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

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

## **ATTACHMENT 2**

Professional Services Agreement No. 2025-041 with Environmental Science Associates

2025-041

**Project Name: On-Call Contract  
Planning Services**

**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN THE CITY OF GOLETA  
AND  
ENVIRONMENTAL SCIENCE ASSOCIATES (ESA)**

This AGREEMENT FOR PROFESSIONAL SERVICES (herein referred to as "AGREEMENT") is made and entered into this 4<sup>th</sup> day of June 2025, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **ENVIRONMENTAL SCIENCE ASSOCIATES (ESA)**, a California Corporation (herein referred to as "CONSULTANT").

**SECTION A. RECITALS**

1. The CITY has a need for professional on-call contract planning staff services. The costs associated with the on-call services will be passed through and paid by the applicants of the developments that are reviewed/processed by the contract planners; 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 professional services to accomplish this work; and
3. The CITY procured these services in compliance with Goleta Municipal Code 3.05.260 through the issuance of a Request for Qualifications (RFQ) and established a qualified list ratified by the City Council on September 17, 2024; and
4. The City has determined that time is of the essence to permit continued performance of the operations and services provided by the Planning and Environmental Review Department; and
5. 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.

City of Goleta  
Planning and Environmental Review Department and Environmental Science Associates (ESA)

## **2. DESCRIPTION OF SERVICES**

The services to be performed by CONSULTANT are as follows:

Professional Planning Services which shall generally include processing of applications for land use development projects (case processing), under applicable local, state, and federal planning and environmental regulations and policies as more particularly set forth in the Scope of Work, attached as Exhibit "A," and incorporated herein.

## **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 \$44,900.00 (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 September 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.

**(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 Lisa Prasse. 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 September 30, 2027, 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. Selena Whitney, is deemed to be specially experienced 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

City of Goleta  
Planning and Environmental Review Department and Environmental Science Associates (ESA)

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, except to the extent caused by the negligence (active or passive) of CITY or its elected officials, officers, agents, or employees.

**(b) Defense and Indemnity of Third Party Claims/Liability.** CONSULTANT shall investigate, defend, and indemnify CITY, its elected officials, officers, and employees, from any third-party 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 the negligence or recklessness 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 mean the reimbursement by CONSULTANT to CITY for costs incurred by CITY in defending against any suits or actions concerning any activity, product or work required under this AGREEMENT, and also include the payment of all court costs, reasonable attorney fees, expert witness costs, investigation costs, claims adjusting costs and any other costs required for and related thereto to the extent caused by CONSULTANT's negligence, recklessness, or willful misconduct.

**(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.

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Planning and Environmental Review Department and Environmental Science Associates (ESA)

- 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.

City of Goleta  
Planning and Environmental Review Department and Environmental Science Associates (ESA)

### **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

City of Goleta  
Planning and Environmental Review Department and Environmental Science Associates (ESA)

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, principals, partners, joint venturers, insurance carriers and any others who may claim through it to this AGREEMENT.

City of Goleta  
Planning and Environmental Review Department and Environmental Science Associates (ESA)

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

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

## **30. PARTIAL INVALIDITY**

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

## **31. NOTICES**

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

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

TO CONSULTANT: Selena Whitney  
Environmental Science Associates  
115 South La Cumbre Lane, Suite 300  
Santa Barbara, CA 93105

## **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.

**[Signatures on Following Page]**

City of Goleta  
Planning and Environmental Review Department and Environmental Science Associates (ESA)



**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

**CONSULTANT**

DocuSigned by:

*Lauren Abom*

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Lauren Abom, Regional Director

**ATTEST**

DocuSigned by:

*Deborah Lopez*

A3E09F3473CA47E...  
Deborah Lopez, City Clerk

DocuSigned by:

*Swen Swenson*

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Swen Swenson, Controller

**APPROVED AS TO FORM:**

ISAAC ROSEN, CITY ATTORNEY

Signed by:

*Scott Shapses*

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Scott Shapses, Deputy City Attorney

## **EXHIBIT A SCOPE OF WORK**

Professional planning services to be provided by CONSULTANT shall include processing of applications for land use development projects (herein referenced to as case processing), under applicable local, state and federal planning and environmental regulations and policies. Case processing shall also be consistent with applicable CITY administrative policies and practices.

CONSULTANT shall conduct site investigations, shall engage in research, shall review and prepare necessary reports, shall attend meetings, and shall identify problems and solutions in the course of conducting case processing.

CONSULTANT shall also administer land use planning programs as assigned including assisting with process improvements.

CONSULTANT shall prepare and/or coordinate necessary environmental compliance, design review, General Plan and Zoning conformity review, Subdivision Map Act conformity review, Capital Improvement Plan conformity review, economic impact analysis and other professional land use planning analyses as dictated by the assigned project and/or program.

CONSULTANT shall also prepare and present staff reports to CITY decision-makers (e.g., Director, Zoning Administrator, Design Review Board, Planning Commission and City Council). Duties also include provision of information to CITY staff, applicants (and their agents), agency representatives, and the public. Management of data, records and case files is also the responsibility of the CONSULTANT.

**EXHIBIT B**  
**2025 HOURLY RATES**

POSITION	CURRENTLY OCCUPIED BY	HOURLY RATE
Contract Manager	Selena Whitney, Principal Consultant, Level III	\$276
Planning Lead	Shannon Wages, Principal Consultant, Level V	\$334
CEQA Lead	Luci Hise-Fisher, Managing Consultant, Level VI	\$312
Planner	Alison Lenci, Senior Consultant, Level V	\$245
Planner	Savannah Battista, Associate Consultant, Level IV	\$189
Planner	Marisol Guzman, Consultant, Level V	\$165
Regulatory Permitting	May Lau, Principal Consultant, Level IV	\$305
Regulatory Permitting	Daniel Swenson, Principal Consultant, Level III	\$276
Air Quality, Energy, GHG Emissions, Health Risk, Noise/Vibration Lead	Alan Sako, Principal Consultant, Level II	\$248
Geology, Hazards and Water Quality Lead	Michael Burns, Principal Consultant, Level III	\$276
Cultural and Tribal Resources Lead	Kyle Garcia, Principal Consultant, Level III	\$276
Historic Resources and Architectural History Lead	Shannon Papin, Managing Consultant, Level III	\$243
Hydrology Lead	Nick Garrity, Principal Consultant, Level III	\$276
Coastal Development	Elijah Davidian, Principal Consultant, Level III	\$276
Visual Simulations	Ron Teitel, Associate Consultant, Level IV	\$189
Wildfire Specialist	Luke Evans, Principal Consultant, Level IV	\$305

The 2025 rates shall be increased by 5% each subsequent year.