



Agenda Item B.3
CONSENT CALENDAR
Meeting Date: June 5, 2018

TO: Mayor and Councilmembers

FROM: Charles Ebeling, Public Works Director

CONTACT: Bob Morgenstern, Public Works Manager

SUBJECT: Public Works Annual Maintenance Services Contracts for Fiscal Year 2018-19

RECOMMENDATION:

- A. Authorize the City Manager to execute Amendment No. 5 to Professional Services Agreement No. 2014-129 with Agri-Turf Supplies, Inc., for consulting arborist services, increasing the maximum contract amount by \$30,000, for a total not-to-exceed amount of \$165,000 and extending the agreement to June 30, 2019 (Attachment 2).
- B. Authorize the City Manager to execute Amendment No. 2 to Professional Services Agreement No. 2016-102 with Storrer Environmental Services for biological and environmental consulting and monitoring services to extend the term of the agreement only, to June 30, 2019 (Attachment 4).

BACKGROUND:

Each year, the Public Works Department reviews its maintenance and professional services contracts to determine if the contractor or consultant has met the provisions of the contract and performed up to City staff's expectations. Contracts may be terminated based on performance at any time throughout the term of the contract.

The Public Works Department has reviewed two of the current maintenance and consultant contracts and recommends that these contracts be amended to allow for the continuation of the specified services with the current contractors. Another maintenance contract has been re-bid and will be brought to Council for consideration separately.

DISCUSSION:

Arborist Services with Agri-Turf, Inc.

The City Council awarded professional services Agreement No. 2014-129 to Agri-Turf Supplies, Inc. on December 16, 2014 for an amount not to exceed \$30,000, to provide

arboricultural consulting services through June 30, 2015. On June 9, 2015, Council authorized the City Manager to execute Amendment No. 1 for an additional compensation amount of \$30,000 for a new total amount not-to-exceed \$60,000 and an expiration date of June 30, 2016. On June 7, 2016, Council authorized the City Manager to execute Amendment No. 2 with Agri-Turf to increase the maximum compensation by \$30,000 for a total not-to-exceed amount of \$90,000 and an expiration date of June 30, 2017. On June 20, 2017, Amendment No. 3 was approved to increase the maximum compensation by \$30,000 for a new total not-to-exceed amount of \$120,000 and an expiration date of June 30, 2018. On November 7, 2017, Amendment No. 4 was approved to increase the maximum compensation by \$15,000 for a new total not-to-exceed amount of \$135,000. This contract is due to expire June 30, 2018 (Attachment 1).

The Public Works Department is pleased with the quality of professional services provided by Agri-Turf and recommends that Council approve Amendment No. 5 to Agreement No. 2014-129, increasing the contract by \$30,000, for a new total amount not-to-exceed \$165,000, and extending the contract term to June 30, 2019 (Attachment 2).

Environmental Services with Storrer Environmental Services

On August 10, 2016 the City Manager approved and awarded Agreement No. 2016-102 to Storrer Environmental Services, to provide biological and environmental consulting services for a total amount not-to-exceed \$30,000 with an expiration date of June 30, 2017. On June 20, 2017, Council authorized the City Manager to execute Amendment No. 1 for an additional compensation amount of \$30,000 for a new total not-to-exceed \$60,000. This contract is due to expire June 30, 2018 (Attachment 3).

The Public Works Department is pleased with the quality of professional services provided by Storrer Environmental Services and recommends that Council approve Amendment No. 2 to Agreement No. 2016-102 to extend the term through June 30, 2019 (Attachment 4). No additional compensation is necessary as there is sufficient remaining contract authority of approximately \$21,483.

FISCAL IMPACTS:

The proposed FY 2018-19 Budget includes sufficient funds to cover these contracts; therefore, no additional appropriations are necessary.

| Fund | GL Account | Proposed Budget FY 18/19 (Year 2) |
|--------------|-------------------|--|
| General Fund | 101-5-5400-403 | \$200,000 |
| General Fund | 101-5-5400-550 | \$15,000 |
| Measure A | 205-5-5800-406 | \$175,000 |
| Total | | \$390,000 |

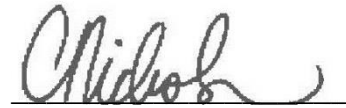
ALTERNATIVES:

The City Council may elect not to amend any or all of these agreements and direct the Public Works Department to request proposals from other qualified firms. However, doing so would delay the continuation of the services by approximately three months.

Reviewed By:

Legal Review By:

Approved By:



Carmen Nichols
Deputy City Manager



Michael Jenkins
City Attorney



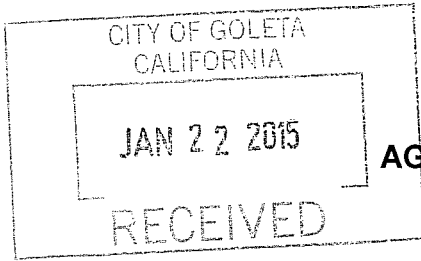
Michelle Greene
City Manager

ATTACHMENTS:

1. Professional Services Agreement No. 2014-129 and Amendments 1 through 4, between the City of Goleta and Agri-Turf Supplies, Inc.
2. Amendment No. 5 to Professional Services Agreement No. 2014-129 between the City of Goleta and Agri-Turf Supplies, Inc.
3. Professional Services Agreement No. 2016-102 and Amendment 1, between the City of Goleta and Storrer Environmental Services
4. Amendment No. 2 to Professional Services Agreement No. 2016-102 between the City of Goleta and Storrer Environmental Services

ATTACHMENT 1

Professional Services Agreement No. 2014-129 and Amendments 1 through 4,
between the City of Goleta and Agri-Turf Supplies, Inc.



**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF GOLETA
AND
AGRI-TURF SUPPLIES, INC.**

This AGREEMENT FOR PROFESSIONAL SERVICES is made and entered into this 16th day of December, 2014, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **AGRI-TURF SUPPLIES, INC.**, (herein referred to as "CONSULTANT").

WHEREAS, CONSULTANT represents that they are sufficiently experienced and capable of providing the services agreed to herein and are sufficiently familiar with the needs of the CITY; and

WHEREAS, CONSULTANT was recommended for award by CITY staff following a competitive request for qualification process based on an evaluation of qualifications specific to this project; and

WHEREAS, CONSULTANT was selected for award of this AGREEMENT by City Council based on CITY staff's recommendation; and

WHEREAS, the City Manager is authorized to execute this AGREEMENT per the Goleta Municipal Code 3.05.240.

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 Arboricultural Consulting Support Services in conjunction with the general management and care of city-owned trees. Services shall generally include tree inspections, analysis, and recommendations, 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 arborist services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$30,000 (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

Hourly at the hourly rate of \$100.00 and with reimbursement to CONSULTANT for those expenses. The rates and expenses shall be binding upon CONSULTANT until June 30, 2015, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

(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. 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 in advance. 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 the compensation exhibit. 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 coordinated with, CITY's "Project Manager", as that staff person is designated by CITY from time to time, and who presently is Robert P. Morgenstern. 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, 2015, unless term of this AGREEMENT is extended or the AGREEMENT is terminated as provided for herein.

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

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. Robert Muraoka is deemed to be specially experienced and is a key member of CONSULTANT'S firm, 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. This AGREEMENT is not assignable by CONSULTANT without CITY's prior consent in writing.

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, or the willful misconduct of CONSULTANT or any of CONSULTANT's officers, agents, employees, representatives, 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 level 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 0001 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 on a policy form appropriate to CONSULTANT's profession. Limits shall be no less than \$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) 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 exact 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 with an edition date prior to 2004.
- b) CONSULTANT's insurance shall apply 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) 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 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.
- f) CONSULTANT agrees to deposit with CITY within fifteen days of Notice to Proceed of the Contract 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 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.

- h) 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. RELATION OF THE PARTIES

The relationship of the parties to this AGREEMENT shall be that of independent contractors 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. TAXPAYER IDENTIFICATION NUMBER

CONSULTANT shall provide CITY with a complete Request for Taxpayer Identification Number and Certification, Form W-9 (Rev. 12-87), as issued by the Internal Revenue Service.

22. 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.

23. 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.

24. USE OF THE TERM "CITY"

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

25. PERMITS AND LICENSES

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

26. 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.

27. 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.

28. 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.

29. 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.

30. NOTICES

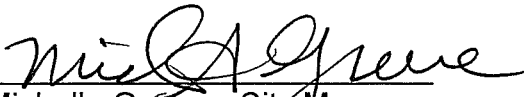
Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY: Attention: Michelle Greene
 City of Goleta
 130 Cremona Drive, Suite B
 Goleta, CA 93117

TO CONSULTANT: Attention: Edward Aronchick
 Agri-Turf Supplies, Inc.
 2257 Las Positas Road
 Santa Barbara, CA 93105

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


Michelle Greene, City Manager

CONSULTANT


Edward Aronchick, President


Catherine Herrera, Secretary and Treasurer

ATTEST:

Deborah S. Lopez, City Clerk

APPROVED AS TO FORM



Tim W. Giles, City Attorney

Exhibit A Scope of Work

Perform arboricultural consulting support services for the City. Provide observations, conclusions, reports and appropriate recommendations in the field of arboricultural analysis.

Consultant shall prepare reports on tree conditions, both orally and in written form, which shall include an accurate and detailed assessment of trees' species, size, health, evaluation of root conditions, structure, risk factors, and monetary value.

Consultant shall provide pest and disease diagnostics and provide protection strategies from the physical stresses of construction.

Consultant shall provide ongoing analysis of City's Redwood Forest at Stow Grove Park.

Consultant shall advise staff on all matters related to tree plantings and removals for all street trees and trees in public areas, provide sound recommendations for all tree-related issues. Consultant shall also assist staff in preparing for appeals regarding tree removals, plantings, trimming, and pruning.

Consultant shall provide advice and assistance to staff in the preparation of potential future updates to the Goleta Urban Forest Management Plan (GUFMP) as needed for transmittal to the Public Tree Advisory Commission (PTAC), including the development and review of the Annual Report as defined in the GUFMP.

Consultant shall provide advice and assistance to staff on the development, review and amendment of the comprehensive street tree inventory and master street tree list and assist in the preparation of transmittal to the PTAC. Consultant shall be available on an as needed basis to be present at PTAC meetings when necessary to answer questions.

Consultant shall provide advice and assistance to staff on the development of a tree protection ordinance and any other ordinances associated with the GUFMP.

Consultant shall provide advice and assistance to staff on policies, standards, guidelines and regulations for street trees and other public trees located within City-owned open spaces, including.

Consultant shall provide advice and assistance to staff on the City's annual street tree work program.

Consultant shall provide advice and assistance to staff in creating and following approved recommendations for policies and guidelines for tree removal and replacement, to be reviewed annually, and advise staff on a regular, periodic programmed maintenance schedule.

Consultant shall provide advice and assistance to staff on public outreach and education regarding the benefits of the GUFMP.

Consultant shall maintain clear and consistent communication with the CITY's Project Manager on the progress of all work.

Consultant shall provide a brief summary of tasks completed with each invoice, with all charges broken out by task.

CITY OF GOLETA
CALIFORNIA

JUN 22 2015

RECEIVED

**AMENDMENT NO. 1
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF GOLETA
AND
AGRI-TURF SUPPLIES, INC.**

This Amendment No. 1 ("Amendment") to A PROFESSIONAL SERVICES AGREEMENT is made this 9th day of June, 2015 between the **CITY OF GOLETA** (City) and **AGRI-TURF SUPPLIES, INC.** (Consultant) dated December 16, 2014. ("Agreement").

RECITALS

WHEREAS, the Agreement between City and Consultant currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed \$30,000; and

WHEREAS, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of \$30,000 so as to provide continued professional arboricultural consulting support services; and

WHEREAS, the Agreement between City and Consultant currently provides in Section 6 for the termination of the AGREEMENT on June 30, 2015; and

WHEREAS, the parties desire to amend the Agreement so as to extend the termination of the AGREEMENT to June 30, 2016; and

WHEREAS, the City Council, on this 9th day of June, 2015, approved this Contract Amendment and authorized the City Manager to execute this Contract Amendment per the Goleta Municipal Code Section 3.05.240.

AMENDED TERMS

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

1. **Section 3 Subsection (a). COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of \$30,000 and to read in its entirety:

(a) Maximum and Rate. The total compensation payable to CONSULTANT by CITY for the arborist services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$60,000 (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

Hourly at the hourly rate of \$100.00 and with reimbursement to CONSULTANT for those expenses. The rates and expenses shall be

binding upon CONSULTANT until June 30, 2016, after which any change in said rates and expenses must be approved in writing by CITY'S Project Manager (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

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

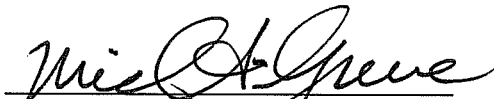
The term of this AGREEMENT is from the date first written above to June 30, 2016, unless term of this AGREEMENT is extended or the AGREEMENT is terminated as provided for herein.

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

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.

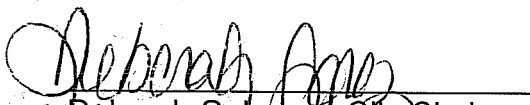
CITY OF GOLETA


Michelle Greene, City Manager

CONSULTANT



Edward Aronchick, President

ATTEST:


Deborah S. Lopez, City Clerk


Catherine Herrera, Secretary and Treasurer

APPROVED AS TO FORM


Tim W. Giles, City Attorney



**AMENDMENT NO. 2
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
AGRI-TURF SUPPLIES, INC.**

This Amendment No. 2 ("Amendment") to A PROFESSIONAL SERVICES AGREEMENT is made this 7th day of June, 2016 between the **CITY OF GOLETA** (City) and **AGRI-TURF SUPPLIES, INC.** (Consultant) dated December 16, 2014, ("Agreement").

RECITALS

WHEREAS, the Agreement between City and Consultant currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed \$60,000; and

WHEREAS, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of \$30,000 so as to provide continued professional arboricultural consulting support services; and

WHEREAS, the Agreement between City and Consultant currently provides in Section 6 for the termination of the Agreement on June 30, 2016; and

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

WHEREAS, the City Council, on this 7th day of June, 2016, approved this Contract Amendment and authorized the City Manager to execute this Contract Amendment per the Goleta Municipal Code Section 3.05.240.

AMENDED TERMS

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

1. Section 3 Subsection (a). COMPENSATION AND PAYMENT of the Agreement is amended to add an additional authorized amount of \$30,000 and to read in its entirety:

(a) Maximum and Rate. The total compensation payable to CONSULTANT by CITY for the arborist services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$90,000 (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

Hourly at the hourly rate of \$100.00 and with reimbursement to CONSULTANT for those expenses. The rates and expenses shall be binding upon CONSULTANT until June 30, 2017, after which any change

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

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


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

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

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.

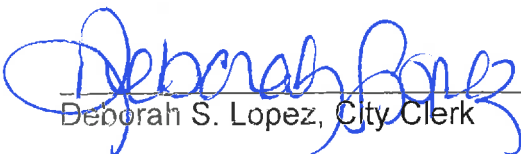
CITY OF GOLETA



Michelle Greene, City Manager

CONSULTANT



Edward Aronchick, President

ATTEST:


Deborah S. Lopez, City Clerk


Catherine Herrera, Secretary and Treasurer

APPROVED AS TO FORM


Tim W. Giles, City Attorney



**AMENDMENT NO. 3
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
AGRI-TURF SUPPLIES, INC.**

This Amendment No. 3 to a PROFESSIONAL SERVICES AGREEMENT is made on this 20th day of June, 2017 between the **CITY OF GOLETA** ("City") and **AGRI-TURF SUPPLIES, INC.** ("Consultant") dated December 16, 2014, ("Agreement") Agreement No. 2014-129.

RECITALS

WHEREAS, the City of Goleta entered into this Agreement for professional on-call arborist services; and

WHEREAS, the Agreement between City and Consultant currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed \$90,000; and

WHEREAS, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of thirty thousand dollars (\$30,000) so as to provide continued professional arboricultural consulting support services; and

WHEREAS, the Agreement between City and Consultant currently provides in Section 6 for termination on June 30, 2017; and

WHEREAS, the parties desire to amend the Agreement so as to extend the termination date to June 30, 2018; and

WHEREAS, the City Council, on this 20th day of June, 2017, approved this Amendment No. 3 and authorized the City Manager to execute this Amendment No. 3.

AMENDED TERMS

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

1. Section 3 Subsection (a). COMPENSATION AND PAYMENT of the Agreement is amended to add an additional authorized amount of \$30,000 and to read in its entirety:

(a) Maximum and Rate. The total compensation payable to CONSULTANT by CITY for the arborist services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$120,000 (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

Hourly at the hourly rate of \$100.00 and with reimbursement to CONSULTANT for those expenses. The rates and expenses shall be

City of Goleta

Amendment No. 3 to Agreement No. 2014-129

Page 1 of 2

binding upon CONSULTANT until June 30, 2018, after which any change in said rates and expenses must be approved in writing by CITY'S Project Manager (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

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


The term of this AGREEMENT is effective July 1, 2017 to June 30, 2018, 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. All services shall be completed according to the scope of services attached in Exhibit A.

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.

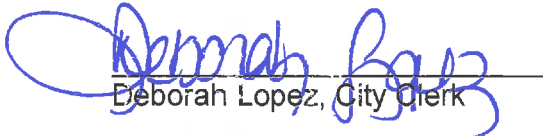
CITY OF GOLETA

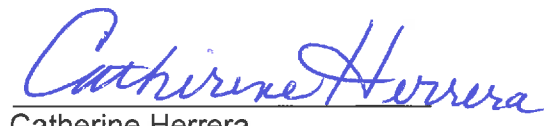

Michelle Greene, City Manager

CONSULTANT


Edward Aronchick, President

ATTEST:


Deborah Lopez, City Clerk


Catherine Herrera
Secretary and Treasurer

APPROVED AS TO FORM


Winnie Cai, Deputy City Attorney



Agreement No. 2014-129.4
City of Goleta, California

**AMENDMENT NO. 4
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
AGRI-TURF SUPPLIES, INC.**

This Amendment No. 4 is made this 7th day of November, 2017 to a Professional Services Agreement between the **CITY OF GOLETA**, a municipal corporation ("City") and **AGRI-TURF SUPPLIES, INC.**, a California corporation ("Consultant") dated December 16, 2014 ("Agreement", Agreement No. 2014-129).

RECITALS

WHEREAS, the Agreement was originally entered into to provide the City with professional on-call arborist services; and

WHEREAS, the Agreement between City and Consultant currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed one-hundred and twenty-thousand dollars (\$120,000); and

WHEREAS, the parties desire to amend the Agreement to provide for additional compensation in the amount of fifteen thousand dollars (\$15,000) for continued on-call arborist services; and

WHEREAS, the City Council approved this Amendment No. 4 on this 7th day of November 2017.

AMENDED TERMS

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

- 1. Section 3 Subsection (a). COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of \$15,000 and to read in its entirety:

(a) Maximum and Rate. The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$135,000 (herein "not-to-exceed amount"), and shall be earned as the work progresses on the following basis:


Hourly at the hourly rate of \$100. The rates shall be binding upon Consultant until June 30, 2018, after which any change in said rate must be approved in writing by City's Project Manager (City is to be given 60 days notice of any rate increase request), provided the not

to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.


2. 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. 4 has been executed by the parties effective on the date and year first above written.

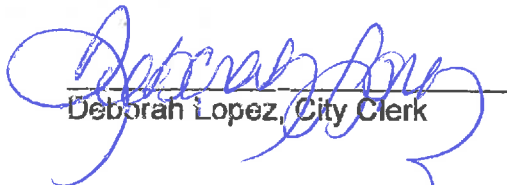
CITY OF GOLETA


Michelle Greene, City Manager

CONSULTANT


Edward Aronchick, President

ATTEST:


Deborah Lopez, City Clerk


Catherine Herrera, Secretary and Treasurer

APPROVED AS TO FORM


Winnie Cai, Deputy City Attorney

ATTACHMENT 2

Amendment No. 5 to Professional Services Agreement No. 2014-129 between the City of Goleta and Agri-Turf Supplies, Inc.

**AMENDMENT NO. 5
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
AGRI-TURF SUPPLIES, INC.**

This Amendment No. 5 to a PROFESSIONAL SERVICES AGREEMENT is made this 5th day of June, 2018 between the **CITY OF GOLETA**, a municipal corporation ("City") and **AGRI-TURF SUPPLIES, INC.** ("Consultant") dated December 16, 2014, ("Agreement," Agreement No. 2014-129).

RECITALS

WHEREAS, this Agreement is for professional on-call arborist services; and

WHEREAS, this Agreement was amended (Amendment No.1) on June 9, 2015 to provide for additional compensation in the amount of \$30,000 for a new not to exceed amount of \$60,000, and to extend the contract for an additional year to June 30, 2016; and

WHEREAS, this Agreement was amended (Amendment No. 2) on June 7, 2016 to provide for additional compensation in the amount of \$30,000 for a new not to exceed amount of \$90,000, and to extend the contract for an additional year to June 30, 2017; and

WHEREAS, this Agreement was amended (Amendment No. 3) on June 20, 2017 to provide for additional compensation in the amount of \$30,000 for a new not to exceed amount of \$120,000, and to extend the contract for an additional year to June 30, 2018; and

WHEREAS, this Agreement was amended (Amendment No. 4) on November 7, 2017 to provide for additional compensation in the amount of \$15,000 for a new not to exceed amount of \$135,000; and

WHEREAS, the Agreement between City and Consultant currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed \$135,000; and

WHEREAS, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of thirty thousand dollars (\$30,000) for continued professional arboricultural consulting support services; and

WHEREAS, the Agreement between City and Consultant currently provides in Section 6 for the termination of the Agreement on June 30, 2018; and

WHEREAS, the parties desire to amend the Agreement so as to extend the termination of the Agreement to June 30, 2019; and

WHEREAS, the City Council approved this Amendment No. 5, pursuant to the Goleta Municipal Code Section 3.05.240 on this 5th day of June, 2018.

AMENDED TERMS

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

1. **Section 3 Subsection (a). COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of \$30,000 and to read in its entirety:

(a) Maximum and Rate. The total compensation payable to CONSULTANT by CITY for the arborist services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$165,000 (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

Hourly at the hourly rate of \$100.00 and with reimbursement to CONSULTANT for those expenses as described in the Scope of Work (Exhibit A). The rates and expenses shall be binding upon CONSULTANT until June 30, 2019, after which any change in said rates and expenses must be approved in writing by CITY'S Project Manager (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

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

The term of this Agreement is from the date first written above to June 30, 2019, 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 according to the scope of services attached in Exhibit A.

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. 5 has been executed by the parties effective on the date and year first above written.

CITY OF GOLETA

CONSULTANT

Michelle Greene, City Manager

Edward Aronchick, President

ATTEST:

Deborah Lopez, City Clerk

Catherine Herrera, Treasurer

APPROVED AS TO FORM



Winnie Cai, Deputy City Attorney

ATTACHMENT 3

Professional Services Agreement No. 2016-102 and Amendment 1, between the City of
Goleta and Storrer Environmental Services

Project Name: Environmental Monitoring of
Public Works Activities

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF GOLETA
AND
JOHN STORRER dba
STORRER ENVIRONMENTAL SERVICES**

This AGREEMENT FOR PROFESSIONAL SERVICES is made and entered into this 10 day of August, 2016, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **JOHN STORRER dba STORRER ENVIRONMENTAL SERVICES**, (herein referred to as "CONSULTANT").

WHEREAS, CONSULTANT represents that they are sufficiently experienced and capable of providing the services agreed to herein and are sufficiently familiar with the needs of the CITY; and

WHEREAS, CONSULTANT was selected based on professional expertise, previous work experience completed for the City, and has been recommended for award of this AGREEMENT by Public Works Director, Rosemarie Gaglione; and

WHEREAS, the City Manager is authorized by Goleta Municipal Code Section 3.05.240 to execute this AGREEMENT because the value of the AGREEMENT is less than \$30,000.

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 environmental monitoring and reporting services in conjunction with Public Works projects. Services shall generally include onsite guidance and advice for Public Works maintenance activities 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 \$30,000 (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, 2017, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

(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. 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 in advance. 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 the compensation exhibit. 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 Rosemarie Gaglione. 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, 2017, unless term of this AGREEMENT is extended or the AGREEMENT is terminated as provided for herein.

CONSULTANT shall not commence work on the services to be performed until (i) CONSULTANT furnishes proof of insurance as required by paragraph 10 below, and (ii) CITY gives written authorization to proceed with the work provided by CITY's Project Manager. All services shall be completed within 15 calendar days following the notice to proceed.

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. John Storrer is deemed to be specially experienced and is a key member of CONSULTANT's firm, 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. This AGREEMENT is not assignable by CONSULTANT without CITY's prior consent in writing.

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 in the aggregate.
- b) Insurance Services Office form number CA 0001 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 on a policy form appropriate to CONSULTANTS profession. Limits shall be no less than \$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) 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 exact 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 with an edition date prior to 2004.
- b) CONSULTANT's insurance shall apply 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) 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 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.
- f) CONSULTANT agrees to deposit with CITY within fifteen days of Notice to Proceed of the Contract 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 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.

- h) 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. RELATION OF THE PARTIES

The relationship of the parties to this AGREEMENT shall be that of independent contractors 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 consultant 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 subconsultants.

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. TAXPAYER IDENTIFICATION NUMBER

CONSULTANT shall provide CITY with a complete Request for Taxpayer Identification Number and Certification, Form W-9 (Rev. 12-87), as issued by the Internal Revenue Service.

22. 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.

23. 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.

24. USE OF THE TERM "CITY"

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

25. PERMITS AND LICENSES

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

26. 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.

27. 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.

28. 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.

29. 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.

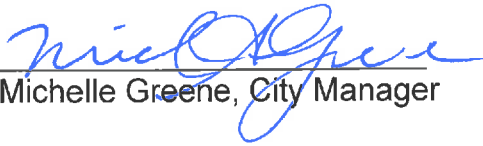
30. NOTICES

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

| | |
|----------------|---|
| TO CITY: | Attention: Michelle Greene City of Goleta 130 Cremona Drive, Suite B Goleta, CA 93117 |
| TO CONSULTANT: | Attention: John Storrer Storrer Environmental Services 2565 Puesta Del Sol Road #3 Santa Barbara, CA 93105 |

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

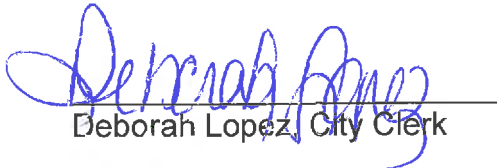
CITY OF GOLETA


Michelle Greene, City Manager

CONSULTANT


John Storrer, Owner
Storrer Environmental

ATTEST:


Deborah Lopez, City Clerk

APPROVED AS TO FORM

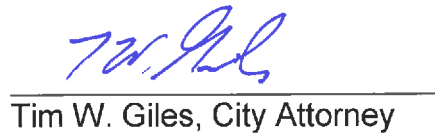

Tim W. Giles, City Attorney

Exhibit A Scope of Work

CONSULTANT shall provide on-call assistance to the City in order to prevent impacts related to City maintenance activities including, but not limited to, fuel reduction work at Lake Los Carneros and other public spaces within City limits. CONSULTANT shall provide onsite biological guidance to ensure that species are not affected and that the fuel reduction and other maintenance efforts occur in non-native rather than native habitats.

CONSULTANT shall develop recommendations when needed to remediate any impacts to native habitats during maintenance activities. Reports with photos shall be prepared documenting conditions and recommended repair work in a timely manner.

**Exhibit B
Schedule of Fees**

Professional Services

| | |
|----------------------------|---------------|
| Principal Professional | \$135.00/hour |
| Senior Biologist | \$120.00/hour |
| Project Biologist/Botanist | \$110.00/hour |
| Environmental Coordinator | \$110.00/hour |
| Environmental Monitor | \$80.00/hour |

Other Direct Charges

| | |
|----------------------------------|----------------------|
| Subcontractor Services | Cost Plus 15% |
| <i>Acoustical Specialist</i> | <i>\$140.00/hour</i> |
| <i>Archaeological Specialist</i> | <i>\$135.00/hour</i> |
| <i>Geological Specialist</i> | <i>\$100.00/hour</i> |
| Mileage Reimbursement | Current IRS Rate |



Agreement No. 2016-102.1
City of Goleta, California

Project Name: Environmental Monitoring
of Public Works Activities
FY 2017-2018

**AMENDMENT NO. 1
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
JOHN STORRER dba
STORRER ENVIRONMENTAL SERVICES**

This Amendment No. 1 is made this 20th day of June, 2017 to the PROFESSIONAL SERVICES AGREEMENT between the **CITY OF GOLETA** ("City") and **JOHN STORRER dba STORRER ENVIRONMENTAL SERVICES**, ("Consultant") dated August 10, 2016 ("Agreement") Agreement No. 2016-102.

RECITALS

WHEREAS, the Agreement between City and Consultant currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed thirty thousand (\$30,000) dollars; and

WHEREAS, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of thirty thousand (\$30,000) dollars for continued environmental monitoring; and

WHEREAS, the Agreement between City and Consultant currently provides in Section 6 for termination on June 30, 2017; and

WHEREAS, the parties desire to amend the Agreement so as to extend the termination to June 30, 2018; and

WHEREAS, the City Council, on this 20th day of June, 2017, approved this Amendment No. 1, and authorized the City Manager to execute this Amendment No. 1.

AMENDED TERMS

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

1. Section 3 Subsection (a). COMPENSATION AND PAYMENT of the Agreement is amended to add an additional authorized amount of \$30,000 and to read in its entirety:

(a) Maximum and Rate. The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$60,000 (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, 2018, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

(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. 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. **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, 2018, 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. All services shall be completed within 15 calendar days 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.

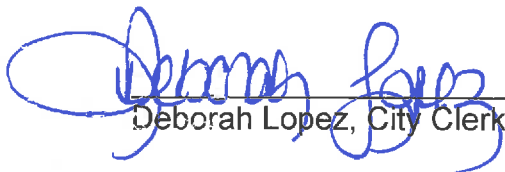
CITY OF GOLETA


Michelle Greene, City Manager

CONSULTANT


John Storrer, Owner
Storrer Environmental

ATTEST:


Deborah Lopez, City Clerk

APPROVED AS TO FORM


Winnie Cai, Deputy City Attorney

ATTACHMENT 4

Amendment No. 2 to Professional Services Agreement No. 2016-102 between the City
of Goleta and Storrer Environmental Services

**AMENDMENT NO. 2
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
JOHN STORRER dba
STORRER ENVIRONMENTAL SERVICES**

This Amendment No. 2 to a PROFESSIONAL SERVICES AGREEMENT is made this 5th day of June, 2018 between the **CITY OF GOLETA**, a municipal corporation (City") and **JOHN STORRER dba STORRER ENVIRONMENTAL SERVICES**, ("Consultant") dated August 10, 2016 ("Agreement," Agreement No. 2016-102).

RECITALS

WHEREAS, this Agreement is for professional on-call biological and environmental consulting and monitoring services for public works activities; and

WHEREAS, on June 20, 2017, the Agreement was amended by Amendment No. 1 which extended the contract for one additional year from July 1, 2017 to June 30, 2018, and added \$30,000 to increase the not to exceed amount to \$60,000; and

WHEREAS, the Agreement between City and Consultant currently provides in Section 6 for the termination Agreement on June 30, 2018; and

WHEREAS, the parties desire to amend the Agreement so as to extend the termination of the Agreement to June 30, 2019; and

WHEREAS, the City Council approved this Amendment No. 2 on this 5th day of June, 2018.

AMENDED TERMS

Now therefore City and Consultant agree as follows 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, 2019, 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. All services shall be completed within the term of this Agreement following the notice to proceed.

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

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

Michelle Greene, City Manager

John Storrer, Owner
Storrer Environmental

ATTEST:

Deborah Lopez, City Clerk

APPROVED AS TO FORM



Winnie Cai, Deputy City Attorney