



Agenda Item B.8
CONSENT CALENDAR
Meeting Date: June 19, 2018

TO: Mayor and Councilmembers

FROM: Peter Imhof, Planning and Environmental Review Director

CONTACT: Anne Wells, Advance Planning Manager

SUBJECT: Amendments to Advance Planning Professional Services Agreements

RECOMMENDATION:

- A. Authorize the City Manager to execute Amendment No. 1 to Professional Services Agreement No. 2017-056 with RRM Design Group, for continued assistance with the New Zoning Ordinance and Local Coastal Program projects, increasing the maximum contract amount by \$20,000, for a total not-to-exceed amount of \$264,107.23;
- B. Authorize the City Manager to execute Amendment No. 3 to Professional Services Agreement No. 2013-054 with J.H. Douglas & Associates, Inc., for continued assistance on housing policy and regulations, extending the term one year to June 30, 2019;
- C. Authorize the City Manager to execute Amendment No. 3 to Professional Services Agreement No. 2015-144 with Althouse and Meade, Inc., for continued support in the preparation of the Ellwood Mesa Butterfly Habitat Management Plan, extending the term one year to June 30, 2019, and increasing the maximum contract amount by \$50,000, for a total not-to-exceed amount of \$147,000; and
- D. Authorize the City Manager to execute Amendment No. 3 to Professional Services Agreement No. 2013-045 with Rincon Consultants, for continued support in the preparation of the environmental review for the Ellwood Mesa Butterfly Habitat Management Plan, including Wildfire Prevention actions, extending the term one year to June 30, 2019, and increasing the maximum contract amount by \$50,000, for a total not-to-exceed amount of \$146,000.

BACKGROUND:

New Zoning Ordinance Project and Local Coastal Program Project

On June 30, 2015, City Council authorized the City Manager to execute an agreement for professional services with RRM Design Group (RRM) to assist staff in the development of a new Zoning Ordinance (Task A) and Local Coastal Program (LCP) (Task B) in an amount not to exceed \$237,400 with a termination date of June 30, 2017 (Agreement 2015-054). On February 16, 2016, City Council authorized the City Manager to execute Amendment No. 1 to the agreement to add an additional \$121,900 in compensation and to modify the scope of work to include additional zoning ordinance public outreach, post-zoning ordinance adoption support, and support during the California Coastal Commission's (CCC) review of the City's LCP.

Since the execution of the original agreement, RRM worked with City staff to produce a Public Review Draft Zoning Ordinance which was released on November 19, 2015. Starting in January 2016, RRM assisted City staff with public outreach to receive input on the Public Review Draft Zoning Ordinance. This outreach included eight public meetings with the Planning Commission, five meetings with the Design Review Board, two meetings with the City Council Ordinance Standing Committee, three open houses, and 15 stakeholder meetings. The public input process concluded on July 11, 2016, after which RRM and City staff proceeded to revise the Draft Zoning Ordinance in response to comments received during the public review process.

During this same time, RRM assisted the City with the development of LCP regulatory language for the Implementation Plan. RRM submitted a draft Implementation Plan to Coastal Commission staff on December 1, 2015, to begin the review and comment process. A revised draft of the Implementation Plan was submitted to Commission staff on February 26, 2016. Additional work on the City's LCP will resume after the City Council adopts a New Zoning Ordinance.

RRM prepared a Notice of Preparation of a Supplemental Environmental Impact Report (EIR) to the General Plan Final EIR for the New Zoning Ordinance Project and conducted an environmental scoping meeting. RRM prepared and released the Draft Supplemental EIR on January 19, 2016, and conducted an environmental hearing on February 11, 2016, consistent with the scope of work.

On April 17, 2017, City Council discussed a proposed schedule for adoption of the New Zoning Ordinance. The schedule for outreach included additional services not included in the scope of Agreement 2015-054. An amendment to the original Agreement seeking additional funds and an extended term was prepared for City Council consideration on June 20, 2017. The item was pulled from the June 20, 2017, Council agenda prior to the release of the packet to re-assess the public outreach approach. Pulling the item, however, caused the Agreement to expire on June 30, 2017. The amount remaining on the agreement as of June 30, 2017, was \$172,107.23.

On July 18, 2017, Council authorized the City Manager to execute a new agreement for professional services with RRM in an amount not to exceed \$244,107.23 with a termination date of June 30, 2018 (Agreement 2017-056). The scope of work includes uncompleted tasks remaining under the expired Agreement 2015-054 as well as expanded public outreach, as directed by Council on April 17. The expanded public outreach includes four additional open houses, two City Council Ordinance Standing Committee Meetings, one joint City Council and Planning Commission meeting, and five Councilmember and Planning Commissioner meetings to review the Public Hearing Draft Zoning Ordinance. Additionally, the agreement authorized RRM to support City staff with the preparation of key public outreach deliverables including a "Key Issues Guide", "Summary of Changes from the Public Review Draft to Public Hearing Draft Zoning Ordinance", and a citywide public outreach notification mailer.

Over the past year, staff and consultant have reworked the New Zoning Ordinance and LCP to reflect Planning Commission and public input. The organization of the New Zoning Ordinance is under modification to better reflect the existing zoning ordinance. As such, the Public Hearing Draft is not yet ready for public review and the public outreach effort, as requested by Council on July 18, 2017, has not yet commenced.

Housing Policy and Regulation Work

On July 16, 2013, the Council authorized the City Manager to execute an agreement for professional services with J.H. Douglas & Associates (J.H. Douglas) in an amount not to exceed \$80,000 with a termination date of June 30, 2016 (Agreement 2013-054) to assist staff with the preparation of a new Housing Element and related housing regulations. On June 7, 2016 and June 20, 2017, Council authorized an amendment to extend the term of the agreement one year each time, set to expire on June 30, 2018.

The term extensions allowed J.H. Douglas to continue supporting staff with housing-related regulations included in the New Zoning Ordinance Project. Both the Housing Element and implementing regulations are complete. However, additional work is still required for housing regulation support as part of the New Zoning Ordinance Project

Ellwood Mesa Habitat Management Plan

On December 18, 2015, the Council authorized the City Manager to execute an agreement for professional services with Althouse and Meade, Inc. in an amount not to exceed \$12,000 with a termination date of June 30, 2017 to assist staff with monarch butterfly and habitat surveys on Ellwood Mesa. The surveys were in support of the Ellwood Mesa Butterfly Habitat Management Plan (Habitat Management Plan). On February 21, 2017, the Council authorized an amendment to add an additional \$35,000 in compensation and extend the term to June 30, 2018. This amendment provided the funds and time to allow Althouse and Meade, Inc. to address changes to tree health and canopy structure within the aggregation sites. By conducting a tree and forest condition assessment of the Ellwood aggregation sites, the amendment sought to provide a clearer

understanding of these changed conditions to better inform the management strategies of the Habitat Management Plan.

After completion of the butterfly surveys and tree and forest conditions assessment, City staff identified additional actions necessary to address public safety and habitat health conditions on Ellwood Mesa. On September 5, 2017, the Council authorized a second amendment to add an additional \$50,000 in compensation for an expanded survey effort. The total contract compensation is \$97,000 with a termination date of June 30, 2018. Additional work is required to finalize the Habitat Management Plan, conduct related public workshops, and bring the plan to Council for adoption.

Habitat Management Plan and Wildfire Prevention Plan Environmental Review

On June 18, 2013, the Council authorized the City Manager to execute an agreement for professional services with Rincon Consultants in an amount not to exceed \$76,000 with a termination date of June 30, 2015 to provide the City with environmental review services in conjunction with the Ellwood Mesa Butterfly Habitat Management Plan and Wildfire Prevention Plan. Rincon supported the preparation of the management plans as part of the environmental document project description, conducted an environmental scoping hearing, and prepared an administrative draft environmental document.

On August 18, 2015, the Council authorized an amendment to add an additional \$20,000 in compensation and extend the term to June 30, 2018 to allow for additional habitat surveys as part of the environmental analysis. By conducting additional surveys, the amendment sought to provide a more informed analysis of the drought-stressed habitat on Ellwood Mesa. This analysis was used to inform in the environmental document.

The total contract compensation is \$96,000 with a termination date of June 30, 2018. Additional work is required to finalize the Habitat Management Plan and Wildfire Prevention Plan and update the related environmental analysis.

DISCUSSION:

Advance Planning projects are typically multi-year, complex projects, involving a number of stakeholders and City Departments. The New Zoning Ordinance and LCP Project and the Ellwood Mesa Butterfly Habitat Management Plan are no exception. Both projects have extended timelines due to changing regulations and changing environmental conditions respectively. Budget is available to support these contracts.

RRM Design Group: New Zoning Ordinance and LCP Project

As City and RRM staff finalize the revisions to the New Zoning Ordinance, a release of the Public Hearing Draft is forthcoming. Following release of the Public Hearing Draft, extensive public outreach will occur consistent with direction provided by the City Council on July 19, 2017. Additionally, the LCP work will be finalized for public, Council, and Coastal Commission review. In support of these efforts, staff is recommending additional

compensation in the amount of \$20,000 and a term extension of one year for continued work on the project.

The proposed first amendment to the agreement would increase the total contract amount by \$20,000 to \$264,107.23 and extend the term of agreement by one year to June 30, 2019. Staff is pleased with the quality of professional services provided by RRM Design Group and recommends Council to approve the Amendment No. 1 to the current contract (Agreement No. 2017-056).

J.H. Douglas & Associates: Housing Policy and Regulations Project

With the adoption of the Housing Element in 2015, staff and J.H. Douglas continue to work on implementing regulations and track housing legislation and policy. With the extended New Zoning Ordinance timeline, J.H. Douglas services are needed correspondingly. The proposed third amendment to the agreement would only extend the term of agreement by one year to June 30, 2019 in support of this effort. Staff is pleased with the quality of professional services provided by J.H. Douglas and recommends Council to approve the Amendment No. 3 to the current contract (Agreement No. 2013-054).

Althouse and Meade: Ellwood Mesa Butterfly Habitat Management Plan

Over the past year, staff and consultant conducted expanded tree health surveys and butterfly counts to better understand the effect of drought on the eucalyptus habitat on Ellwood Mesa. The survey effort results inform and alter management strategies in the Butterfly Habitat Management Plan. In support of the management plan revision effort, including public outreach and public meetings, staff is recommending additional compensation in the amount of \$50,000 and a term extension of one year for continued work on the project.

The proposed third amendment to the agreement would increase the total contract amount by \$50,000 to \$147,000 and extend the term of agreement by one year to June 30, 2019. Staff is pleased with the quality of professional services provided by Althouse and Meade and recommends Council to approve the Amendment No. 3 to the current contract (Agreement No. 2015-144).

Rincon Consultants: Ellwood Mesa Management Plan and Wildfire Plan

Over the past two years, staff and consultant conducted environmental surveys and prepared an administrative draft environmental document for the Ellwood Mesa Butterfly Habitat Management Plan and Wildfire Prevention Plan. Additional work was conducted to refine the project description to account for changes from drought-induced impacts on habitat health and related management strategies. As the project description changes, the environmental analysis changes, necessitating additional work. In support of project description refinements, public outreach, and environmental document revisions, staff is

recommending additional compensation in the amount of \$50,000 and a term extension of one year for continued work on the project.

The proposed third amendment to the agreement would increase the total contract amount by \$50,000 to \$146,000 and extend the term of agreement by one year to June 30, 2019. Staff is pleased with the quality of professional services provided by Rincon Consultants and recommends Council to approve the Amendment No. 3 to the current contract (Agreement No. 2013-045).

FISCAL IMPACTS:

The FY 2018/19 Revised Budget includes: (1) a total of \$20,000 in the Advance Planning Professional Services – Zoning Account (101-5-4300-506) that is programmed towards the New Zoning Ordinance Project and (2) a total of \$100,000 in the Advance Planning Professional Services – Ellwood Account (101-5-4300-505) that is programmed towards the Ellwood Mesa Butterfly Habitat Management Plan, Wildfire Prevention Plan, and environmental review.

No new appropriations are required for the proposed amendments. Allocations of the requests are detailed below.

Vendor	Account	Total Available Budget	18/19 Proposed Contract Amendment
RRM	101-5-4300-506	\$65,000	\$20,000
J.H. Douglas	101-5-4300-504	Not Applicable	Not Applicable
Althouse and Meade	101-5-4300-505	\$103,000	\$50,000
Rincon	101-5-4300-505	\$53,000 ¹	\$50,000

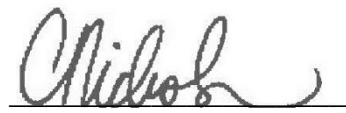
¹ The total amount available to support the Rincon amendment reflects the subtraction of the Althouse and Meade proposed contract amendment as both amendments are funded under the same account.

The contract amendment with J.H. Douglas is to extend termination date to June 30, 2019 only. Budget is encumbered and will be carried over into FY 2018/19 to support the contract.

ALTERNATIVES:

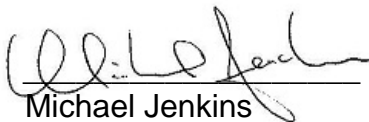
The City Council could elect not to authorize the recommended action. If the recommended action is not authorized, staff will manage services according to existing contract terms.

Reviewed By:



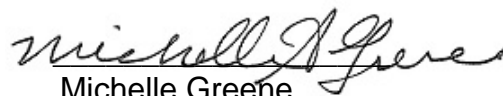
Carmen Nichols
Deputy City Manager

Legal Review By:



Michael Jenkins
City Attorney

Approved By:



Michelle Greene
City Manager

ATTACHMENTS:

1. Amendment No. 1 to Professional Services Agreement 2017-056 with RRM Design Group
2. Professional Services Agreement 2017-056 with RRM Design Group
3. Amendment No. 3 to Professional Services Agreement 2013-054 with J.H. Douglas & Associates
4. Professional Services Agreement 2013-054 with JJ.H.DDouglas and Associates and Amendments 1 and 2
5. Amendment No. 3 to Professional Services Agreement 2015-144 with Althouse and Meade, Inc.
6. Professional Services Agreement 2015-144 with Althouse and Meade, Inc. and Amendments 1 and 2
7. Amendment No. 3 to Professional Services Agreement 2013-045 with Rincon Consultants
8. Professional Services Agreement 2013-045 with Rincon Consultants and Amendments 1 and 2

Attachment 1

**Amendment No. 1 to Professional Services Agreement 2017-056 with
RRM Design Group**

**AMENDMENT NO. 1
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
RRM DESIGN GROUP**

This **Amendment No. 1** to a Professional Services Agreement is made this 19th day of June, 2018 between the **CITY OF GOLETA**, a municipal corporation ("City") and **RRM DESIGN GROUP**, a California Corporation ("Consultant") dated July 18, 2017 ("Agreement," Agreement No. 2017-056).

RECITALS

WHEREAS, this Agreement is for New Zoning Ordinance and Local Coastal Program Project services; and

WHEREAS, the Agreement between City and Consultant currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed two hundred forty-four thousand, one hundred seven dollars, and twenty-three cents (\$244,107.23); and

WHEREAS, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of twenty thousand dollars (\$20,000) for continued work on the New Zoning Ordinance and Local Coastal Program projects; and

WHEREAS, the City Council approved this Amendment No. 1 on this 19th 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 \$20,000 and to read in its entirety:

(a) (a) Maximum and Rate. The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$264,107.23 (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,

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2019, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager as described in Section 5 (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

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

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

CITY OF GOLETA

CONSULTANT

Michelle Greene, City Manager

Erik Justesen, Chief Executive Officer

ATTEST:

Deborah Lopez, City Clerk

John Wilbanks, Secretary

APPROVED AS TO FORM



Winnie Cai, Deputy City Attorney

Attachment 2

**Professional Services Agreement 2017-056 with
RRM Design Group**

Project Name: Zoning and LCP Services



**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF GOLETA
AND
RRM DESIGN GROUP**

This AGREEMENT FOR PROFESSIONAL SERVICES (herein referred to as "AGREEMENT") is made and entered into this 18th day of July, 2017, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **RRM DESIGN GROUP**, (herein referred to as "CONSULTANT").

WHEREAS, City has been working on drafting a new zoning ordinance ("New Zoning Ordinance Project"); and

WHEREAS, CITY previously engaged the services of CONSULTANT for the New Zoning Ordinance and Local Coastal Program Projects (Agreement No. 2015-054), the Agreement was for \$359,300 and expired on June 30, 2017; and

WHEREAS, the CITY continues to require New Zoning Ordinance and Local Coastal Program Project services; and

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

WHEREAS, CONSULTANT was recommended for award based on professional expertise and previous work experience completed for the City on these projects; and

WHEREAS, CONSULTANT was selected for award of this AGREEMENT by City Council; and

WHEREAS, the City Council, on this 18th day of July, 2017, approved this AGREEMENT and authorized the City Manager to execute this AGREEMENT.

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:

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Professional consulting services in conjunction with the City's New Zoning Ordinance Project and Local Coastal Program Projects. Services shall generally include drafting of the New Zoning Ordinance, public outreach, and drafting of the Local Coastal Program 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 \$244,107.23 (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, 2019, 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 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 Anne Wells. 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, 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 the agreement.

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. Martha Miller 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. The following portions of the work will be subcontracted out to other parties by CONSULTANT: Interactive Zoning Ordinance and Map

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 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 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 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:

Attn: Michelle Greene, City Manager
City of Goleta
130 Cremona Drive, Suite B
Goleta, CA 93117


TO CONSULTANT: Attn: Debbie Rudd
RRM Design Group
3765 South Higuera St., Ste. 102
San Luis Obispo, CA 93401

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

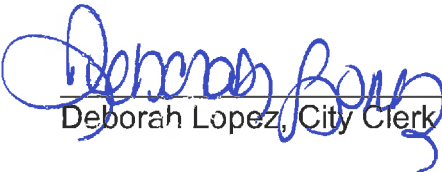
CITY OF GOLETA

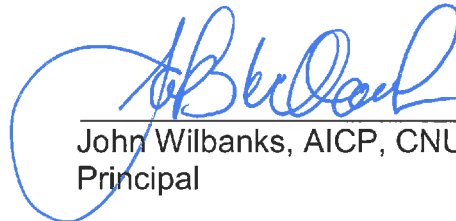

Michelle Greene, City Manager

CONSULTANT


Debbie Rudd, AICP, LEED AP
Principal

ATTEST:


Deborah Lopez, City Clerk


John Wilbanks, AICP, CNU-A
Principal

APPROVED AS TO FORM


Winnie Cai, Deputy City Attorney

EXHIBIT A

Scope of Work

Task A: Zoning Ordinance Update

Subtask A.1: Final Draft Ordinance

Public Hearing Draft Zoning Ordinance. CONSULTANT shall assist City staff with the preparation of a Public Hearing Draft and with any necessary revisions to the Public Hearing Draft based on outreach feedback before public hearings.

Deliverables:

Public Hearing Draft Zoning Ordinance

Subtask A.2: Environmental Review

Final SEIR and Mitigation Monitoring Program. CONSULTANT shall revise the Final SEIR in response to City staff comments received. In addition, preparation of the Final SEIR will include the CEQA required Mitigation Monitoring and Reporting Program. The Final SEIR will also include Findings of Fact and Statements of Overriding Considerations.

As required by CEQA, the Mitigation Monitoring Program will identify for subsequent projects coming, the measures that can be identified at this time that will reduce potential impacts to less than significant levels. However, it is fully expected that additional mitigation measures will need to be identified in the subsequent CEQA documentation as project level specifics are identified.

CONSULTANT shall provide an electronic copy, camera ready copy, 30 hard copies, and 50 CDs of the Final SEIR. Upon certification of the Final SEIR and the adoption of the Ordinance, CONSULTANT shall prepare the Notice of Determination (NOD) to be filed by the City with the County of Santa Barbara County Clerk and the state.

Public Hearings. CONSULTANT will prepare for and attend four public hearings on the Final SEIR in conjunction with the public hearings on the Zoning Ordinance and Map in Subtask A.3.

Deliverables:

Final SEIR (Response to Comments and Mitigation Monitoring and Reporting Program)

Findings of Fact and Statement of Overriding Considerations

Notice of Determination

Subtask A.3: Public Review and Adoption

Public Review Preparation. CONSULTANT shall assist City staff in preparing for the public review process, including project summary materials, a city-wide mailer on the Public Hearing Draft New Zoning Ordinance, meeting materials, and handouts, brochures, and other materials to provide project briefs and facilitate public comment and feedback.

Public Outreach, Meetings, Workshops. CONSULTANT shall assist City staff with outreach efforts to inform the public of the Public Review Draft Zoning Ordinance and Public Hearing Draft Zoning Ordinance and the opportunities for public input. CONSULTANT shall help City staff prepare for and attend Planning Commission workshops to review the Public Review Draft Zoning Ordinance and meetings with interested parties. Additionally, CONSULTANT shall assist City staff in the preparation for public open houses to provide the public opportunity to learn about the Public Review Draft and Public Hearing Draft. CONSULTANT shall also assist the City with meetings with the City Council Ordinance Standing Committee

and with the City Council and Planning Commission, both as complete bodies and individually, to review the Public Hearing Draft.

Response to Comments. CONSULTANT shall assist City staff in establishing an approach to responding to comments received on the Public Review Draft Zoning Ordinance and Map. Organize comments by those relate to established City policies, new policies for City Council consideration, consistency with state and federal law, and those outside the scope of the project.

Public Hearings. CONSULTANT shall prepare for and attend two public hearings before the Planning Commission and two public hearings before the City Council. CONSULTANT shall provide support to City staff in the preparation of staff reports, EIR certification resolutions, the adopting ordinance, and meeting minutes. CONSULTANT will assist in revising documents in response to Planning Commission and City Council direction.

Adopted Zoning Ordinance and Map. Based on City Council action, CONSULTANT shall prepare a final Zoning Ordinance and Map. CONSULTANT shall prepare a screencheck of the adopted ordinance and map for City staff review. CONSULTANT shall provide 30 hardcopies each of the adopted ordinance and map and 30 CDs of the digital files in Adobe PDF format with "hyperlinks."

Meetings:

Four (4) Open Houses

Seven (7) Planning Commission Workshops

Two (2) City Council Ordinance Standing Committee Meetings

One (1) Joint City Council and Planning Commission Meeting

Five (5) Councilmember and Planning Commissioner Meetings

Two (2) Planning Commission Hearings

Two (2) City Council Hearings

Deliverables:

Meeting, Open House, and Workshop Materials

Existing to Proposed Key Issues Guide

Summary of Changes from Draft to Final Zoning Ordinance

Public Hearing Presentation Materials

Response to Comments

Adopted Zoning Ordinance and Map (Electronic, printed, and CD versions)

Subtask A.4: Interactive Zoning Ordinance and Map

Interactive Zoning Ordinance and Map. CONSULTANT shall prepare a fully interactive, fully searchable online Zoning Ordinance and Map with custom search and tab capabilities. The City will have the right to unlimited reproduction as well as a "maintenance module" to facilitate updating the web-based Zoning Ordinance as amendments are adopted. CONSULTANT shall conduct a training session with City staff.

Meetings:

One (1) Staff training session

Deliverables:

Interactive Zoning Ordinance and Map

Subtask A.5: Website Maintenance and Outreach Coordination

Website Maintenance. CONSULTANT shall regularly maintain and update the website prepared for the project with project information, downloadable documents and maps, and

City of Goleta

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meeting information, and provide opportunity for public comment posting. City staff shall provide all files and information needed for CONSULTANT to access, update, and maintain the already established project website.

Outreach Coordination. CONSULTANT shall provide public outreach coordination support to the City, including staff support, meeting logistics, meeting room set-up and clean-up, and preparation and distribution of meeting materials. City staff will be responsible for public notification and providing a meeting location.

Meetings:

Attendance at four (4) meetings

Deliverables:

Website maintenance

Meeting materials

Subtask A.6: Post-Zoning Ordinance Adoption Support

New Zoning Ordinance/Development Regulations Guide. CONSULTANT shall develop or the City a user-friendly guide to assist homeowners, architects, and developers through the City's new Zoning Ordinance including the development review process.

Deliverables:

New Zoning Ordinance/Development Regulations Guide

Task B: Local Coastal Program Update

Subtask B.1: Implementation Plan

CONSULTANT will prepare regulations and ensure that the LCP Implementation Plan will serve as a Coastal Zoning Ordinance, providing specific development regulations (and possible exemptions) for certain coastal zone activities. CONSULTANT will develop the Zoning Code that emphasizes readability and streamlined permit review procedures. CONSULTANT will ensure that the process of preparing the LCP Implementation Plan will directly overlap and fold into the citywide Zoning Ordinance Project that is currently underway to ensure consistency and efficient regulatory framework. CONSULTANT will complete the LCP Implementation Plan as part of the Zoning Ordinance.

Deliverables:

LCP Implementation Plan (integrated into Citywide Zoning Ordinance)

Subtask B.2: Final Plan and Certification

CONSULTANT will prepare the final application package for the California Coastal Commission, as well as a post-certification base map identifying City and Coastal Commission jurisdictions. The LCP will include (a) land use plans, (b) zoning ordinances, (c) zoning district maps, and (d) within sensitive coastal resource areas, other implementing actions, which, when taken together, meet the requirements of, and implement the provisions and policies of the California Coastal Act (PRC 30108.6). The CONSULTANT'S goal shall be LCP adoption by the City, then review and approval (certification) by the California Coastal Commission (CCC). The CONSULTANT will incorporate City staff and public hearing comments in the Final LCP for submittal to the CCC. CONSULTANT will participate in a total of four public hearings before the Planning Commission and City Council during the LCP approval process. CONSULTANT will also attend two related hearings before the Coastal Commission. CONSULTANT will support the City to bring the CLUP and Implementation Plan together before the Coastal Commission.

City of Goleta

PER Agreement with RRM Design Group

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CONSULTANT shall assist the City during the Coastal Commission review process. Assistance shall include, but is not limited to, responding to information requests, attendance at hearings, and revisions to LCP language as needed.

Meetings:

Two (2) Planning Commission Hearings

Two (2) City Council Hearings

Two (2) Coastal Commission Hearings

Deliverables:

Coastal Commission Application Submittal

Post-certification Base Map

Final LCP

Reimbursable Expenses

Incidental expenses incurred by RRM Design Group, or any subconsultant it may hire to perform services for this project, are reimbursed by the client at actual cost plus 10% to cover its overhead and administrative expenses. Reimbursable expenses include, but are not limited to reproduction costs, postage, shipping and handling of drawings and documents, long-distance communications, fees paid to authorities having jurisdiction over the project, the expense of any additional insurance requested by client in excess of that normally carried by RRM Design Group or its subconsultants, travel expenses (transportation/automobile/lodging/meals), renderings and models. Reimbursable automobile travel mileage will be billed at the current IRS business standard mileage rate.

SERVICES AND/OR INFORMATION TO BE PROVIDED BY CITY

- Website information; all files and information needed for CONSULTANT to access, update, and maintain the project website.

EXHIBIT B
Schedule of Fees

POSITION	RATE (\$/HOUR)
Accountant	75 - 140
Accounting Specialist	50 - 85
Accounting Technician	40 - 65
Administrative Assistant	50 - 105
Agency Coordinator	55 - 105
Architect	90 - 150
Assistant Designer	65 - 95
Assistant Manager of Architecture	120 - 180
Assistant Planner	65 - 95
Associate Designer	75 - 115
Associate Planner I	75 - 115
Associate Planner II	85 - 120
Billing Specialist	45 - 85
Business Development Coordinator	80 - 125
Business & Project Development Manager	95 - 140
Chief Executive Officer	170 - 315
Chief Operations Officer	150 - 280
Construction Inspector	105 - 150
Controller	110 - 245
Design Director	130 - 205
Designer - Landscape Architecture	85 - 120
Designer I - Architecture	65 - 100
Designer I - Engineering	45 - 80
Designer II - Architecture	75 - 110
Designer II - Engineering	60 - 100
Designer III - Architecture	85 - 145
Designer III - Engineering	75 - 125
Engineer I	75 - 120
Engineer II	90 - 140
Facilities Coordinator	45 - 80
Facilities Supervisor	60 - 105
File Clerk	30 - 60
Graphic Designer	75 - 125
Human Resources Assistant	45 - 80
Human Resources Generalist	70 - 125
Information Technology Assistant	45 - 80
Information Technology Technician	60 - 105
Information Technology Server/LAN Administrator	80 - 140
Interior Designer I	50 - 90
Interior Designer II	65 - 105
Intern	35 - 65
Job Captain	85 - 145
Landscape Architect	80 - 120
Land Surveyor	105 - 160
Manager of Architecture	135 - 230
Manager of Engineering Services	150 - 245
Manager of Human Resources	100 - 160
Manager of Information Technology	110 - 195
Manager of Landscape Architecture	135 - 230
Manager of Marketing	100 - 160

Manager of Planning	135 - 230
Manager of Surveying	140 - 210
Marketing Assistant	45 - 80
Marketing Coordinator	60 - 105
Office Coordinator	65 - 115
Party Chief	90 - 150
Principal	165 - 280
Principal Landscape Architect	120 - 210
Principal Planner	120 - 210
Project Accountant	65 - 125
Project Administrator	70 - 115
Project Architect	100 - 160
Project Engineer	105 - 160
Project Manager - Architecture	95 - 160
Project Manager - Engineering	130 - 220
Receptionist	40 - 80
Recruiter	70 - 125
Senior Architect	125 - 185
Senior Designer - Architecture	100 - 170
Senior Designer - Engineering	95 - 160
Senior Designer - Landscape Architecture	100 - 155
Senior Interior Designer	80 - 130
Senior Land Surveyor	120 - 185
Senior Landscape Architect	100 - 155
Senior Marketing Coordinator	80 - 130
Senior Party Chief	105 - 170
Senior Planner	100 - 155
Senior Project Engineer	125 - 205
Senior Project Manager - Architecture	125 - 215
Supervisor of Surveying	125 - 195
Survey Technician I	50 - 90
Survey Technician II	60 - 115
Survey Technician III	75 - 140
Survey Crew Rates	
REGULAR	
One person w/ GPS or Robotic Workstation	125 - 155
Two person	175 - 290
Three person	235 - 390
PREVAILING WAGE	
One person w/ GPS or Robotic Workstation	150 - 180
Two person	225 - 340
Three person	325 - 490

Client shall reimburse RRM Design Group for incidental expenses incurred by RRM Design Group of any subconsultant it may hire to perform services for the Project, at actual cost plus 10% to cover its overhead and administrative expenses. Reimbursable expenses shall include, but are not limited to, reproduction costs, postage, shipping and handling of drawings and documents, long distance communications, fees paid to authorities having jurisdiction over the Project, the expense of any additional insurance requested by Client in excess of that normally carried by RRM Design Group or its subconsultants, travel expenses (transportation/automobile/lodging/meals), renderings, and models. Reimbursable automobile travel mileage will be billed at the current IRS business standard mileage rate.

Attachment 3

**Amendment No. 3 to Professional Services Agreement 2013-054 with
J.H. Douglas & Associates**

**AMENDMENT NO. 3
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
J.H. DOUGLAS & ASSOCIATES**

This **Amendment No. 3** to a Professional Services Agreement is made this 19th day of June, 2018 between the **CITY OF GOLETA**, a municipal corporation ("City") and **J.H. DOUGLAS & ASSOCIATES**, ("Consultant") dated July 16, 2013 ("Agreement," Agreement No. 2013-054).

RECITALS

WHEREAS, the Agreement was originally entered into to provide the City with professional housing policy development services in conjunction with the Housing Element and New Zoning Ordinance; and

WHEREAS, the Agreement was entered into on July 16, 2013, with a maximum compensation of \$80,000 and a termination date of June 30, 2016; and

WHEREAS, the Agreement was amended on June 7, 2016 to extend the term to June 30, 2017; and

WHEREAS, the Agreement was amended a second time on June 20, 2017 to extend the term to June 30, 2018; and

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

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

WHEREAS, the Agreement between City and Consultant currently includes an indemnification clause; and

WHEREAS, the parties desire to amend the Agreement so as to revise the indemnification clause to clarify Consultant's liability; and

WHEREAS, the City Council approved this contract Amendment No. 3 on this 19th 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 one 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 within the term of this Agreement following the notice to proceed.

2. **Section 9. HOLD HARMLESS AND INDEMNITY** is amended to clarify CONSULTANT's liability to read in its entirety.

a) Hold Harmless for CONSULTANT's Damages. CONSULTANT shall indemnify CITY, its officials, officers, agents, employees, and representatives from any losses incurred as a result of negligent acts, omissions, or willful misconduct of CONSULTANT, its officials, officers, employees, agents, or subcontracts in CONSULTANT'S performance of the scope of work of this Agreement.

CITY acknowledges that CONSULTANT has no up-front obligation to provide a legal defense to the CITY in connection with this indemnification obligation. CONSULTANT shall reimburse CITY for its defense costs proportionate to the CONSULTANT'S finally determined percentage of liability based upon the comparative fault of the CONSULTANT.

b) Defense and Indemnity of Third Party Claims/Liability. In the event of a legal challenge to any CITY decision or action to which CONSULTANT provided services as part of this Agreement and CONSULTANT was not negligent in the performance of the services, CITY agrees to indemnify, defend, and hold CONSULTANT harmless from any lawsuit filed or award entered against CONSULTANT.

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

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

CITY OF GOLETA

CONSULTANT

Michelle Greene, City Manager

J.H. Douglas, Principal

ATTEST:

Deborah Lopez, City Clerk

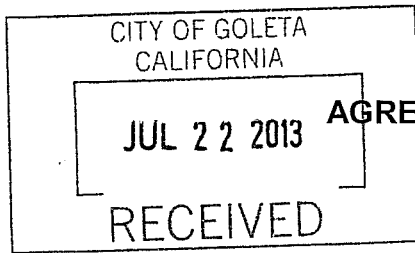
APPROVED AS TO FORM



Winnie Cai, Deputy City Attorney

Attachment 4
Professional Services Agreement 2013-054 with
J.H. Douglas & Associates and Amendments 1
and 2

Project Name: Housing Element Update



**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF GOLETA
AND
J.H. DOUGLAS & ASSOCIATES**

This AGREEMENT FOR PROFESSIONAL SERVICES is made and entered into this 16th day of July, 2013, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **J.H. DOUGLAS & ASSOCIATES**, (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 based on a competitive selection process which included the issuance of a Request for Qualifications/Request for Proposals and subsequent review of qualifications and proposals and interviews for the Housing Element Update; and

WHEREAS, CONSULTANT was selected for award of this AGREEMENT by City Council; and

WHEREAS, the City Council, on this 16th day of July, 2013, approved this AGREEMENT and authorized the City Manager 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 consulting services in conjunction with development of the 2014-2022 Housing Element of the City of Goleta's General Plan. Services shall generally include preparation of a Housing Element, public outreach, and environmental review, 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 \$80,000 (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, 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 coordinate with, CITY's "Project Manager", as that staff person is designated by CITY from time to time, and who presently is Ms. Anne Wells. 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, 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 within 1,080 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. J.H. Douglas 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. The following portions of the work will be subcontracted out to other parties by CONSULTANT:

Rosenow Spevacek Group, Inc (RSG), Jim Simon, Housing Support and Housing pro forma analysis services; and

URS Corporation, Brian Smith, Environmental Review Support Services.

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 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 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 30 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:

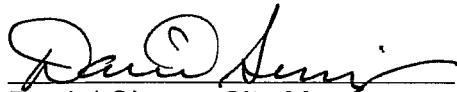
Attention: Daniel Singer
City of Goleta
130 Cremona Drive, Suite B
Goleta, CA 93117

TO CONSULTANT:


Attention: J.H. Douglas
J.H. Douglas & Associates
13142 Rosalind Drive
Santa Ana, CA 92705

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


Daniel Singer, City Manager

CONSULTANT


J.H. Douglas, Principal

ATTEST:


Deborah S. Lopez, City Clerk

APPROVED AS TO FORM


Tim W. Giles, City Attorney

Exhibit A

Scope of Work

Services shall include preparing the updated Housing Element and related environmental review, and conducting public outreach, as more particularly set forth below. The following services to be provided by CONSULTANT include:

Task 1:

The 2014-2022 Housing Element will include a comprehensive update of all sections as necessary in order to reflect the City's accomplishments since the previous element was prepared, new demographic and housing data, any recent changes in policies and regulations, an updated Regional Housing Needs Assessment (RHNA) analysis, and new or revised implementation programs.

Task 2:

The public participation program for the 2014-2022 Housing Element update will include four community workshops, two stakeholder meetings and four public hearings. The public participation program is intended to satisfy all legal requirements for public involvement and ensure that City decision-makers have the benefit of transparent and vigorous civic participation in the development of City housing policy.

Task 3:

CEQA compliance is anticipated to be satisfied by an addendum to the General Plan EIR. The addendum will be prepared in coordination with the zoning code update consultants to ensure that there is a coordinated approach to CEQA documentation.

Task 4:

Project Management allows the consultant to take the necessary time to ensure a coordinated approach to overseeing the production of a new housing element while the City is undergoing the update to the zoning ordinance.

Task 5:

Pro Forma Analysis includes the preparation of an affordable housing and financial analysis to assist the City in the refinement of its affordable housing strategy, particularly in light of the post-redevelopment era.

Exhibit B
Schedule of Fees

STAFF	RATE
<i>J.H. Douglas & Associates</i>	
J.H Douglas, Principal	\$125
Word Processor/Graphics Technician	65
<i>RGS</i>	
Jim Simon, Principal	\$210
<i>URS Corporation</i>	
Staff Engineer / Scientist (P1)	\$85
Sr Scientist / Engineer (P2)	105
Project Scientist / Engineer (P3)	115
Sr Project Scientist / Engineer (P4)	140
Sr Consulting Scientist / Engineer (P5)	170
Principal / Sr Principal	190
Grand Total Equipment & Expenses	75
Technical Typist / Word Processor	65
Scientist	125
Sr Technician	95
GIS Specialist	95
Sr GIS Specialist	110
Traffic Engineer	180
Associate Traffic Engineer	120
AQ Specialist	150
Associate AQ Specialist	100
Noise Specialist	145
Associate Noise Specialist	95

Direct costs in the project budget include reimbursable expenses, including but not limited to: air or auto travel at the current IRS rate, hotel, parking, car rental, meals during out-of-town travel, printing, mailing, and other similar expenses. These are billed at no mark-up. Hourly rates may be adjusted during the course of the contract, but the total amount shall not change. Additional services beyond those identified in the scope of work will be provided at the market billing rates of the firm at the time the additional services are requested.

**AMENDMENT NO. 1
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
J.H. DOUGLAS & ASSOCIATES**

This Amendment No. 1 ("Amendment") is made this 7th day of June, 2016 to Professional Services Agreement between the **CITY OF GOLETA** ("City") and **J.H. DOUGLAS & ASSOCIATES** ("Consultant") dated July 16, 2013 ("Agreement").

RECITALS

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 AMENDED AGREEMENT and authorized the City Manager to execute this AMENDED AGREEMENT per the Goleta Municipal Code 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 6. TERM, PROGRESS AND COMPLETION** of the Agreement is amended to extend the term for an additional twelve months to read in its entirety:


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

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

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.

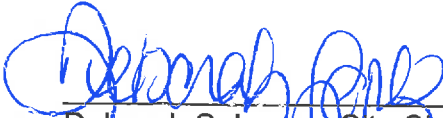
CITY OF GOLETA


Michelle Greene, City Manager


CONSULTANT


J.H. Douglas, Principal

ATTEST:


Deborah S. Lopez, City Clerk

APPROVED AS TO FORM


Tim W. Giles, City Attorney



Agreement No. 2013-054-2
City of Goleta, California

**AMENDMENT NO. 2
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
J.H. DOUGLAS & ASSOCIATES**

This Amendment No. 2 is made this 20th day of June, 2017 to a Professional Services Agreement between the **CITY OF GOLETA** ("City") and **J.H. DOUGLAS & ASSOCIATES** ("Consultant") dated July 16, 2013 ("Agreement," Agreement No. 2013-054).

RECITALS

WHEREAS, the Agreement was originally entered into to provide the City with professional housing policy development services in conjunction with the Housing Element and New Zoning Ordinance; and

WHEREAS, the Agreement was entered into on July 16, 2013, with a maximum compensation of \$80,000 and a termination date of June 30, 2016; and

WHEREAS, the Agreement was amended on June 7, 2016 to extend the term to June 30, 2017; and

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

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

WHEREAS, the City Council approved this contract Amendment No. 2 on this 20th day of June, 2017.

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, 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 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.

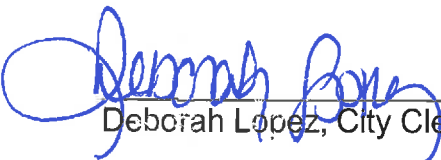
CITY OF GOLETA


Michelle Greene, City Manager

CONSULTANT


J.H. Douglas, Principal

ATTEST:


Deborah Lopez, City Clerk

APPROVED AS TO FORM


Winnie Cai, Deputy City Attorney

Attachment 5

**Amendment No. 3 to Professional Services Agreement 2015-144 with Althouse
and Meade, Inc.**

**AMENDMENT NO. 3
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
ALTHOUSE AND MEADE, INC.**

This **Amendment No. 3** to a Professional Services Agreement by and between the **CITY OF GOLETA** ("City") and **ALTHOUSE AND MEADE, INC.**, a California corporation ("Consultant") dated December 18, 2015 ("Agreement", Agreement No. 2015-144) is made on this 19th day of June 2018.

RECITALS

WHEREAS, the Agreement was originally entered into to provide the City with professional biological and environmental services in conjunction with habitat and tree assessments, butterfly surveys and the development of the City's Butterfly Habitat Management Plan; and

WHEREAS, the Agreement between City and Consultant provided for the total compensation amount not to exceed twelve thousand dollars (\$12,000) with a termination date of June 30, 2017; and

WHEREAS, on February 21, 2017, City Council authorized a first amendment ("Amendment No. 1") to the Agreement to add additional compensation in the amount of thirty-five thousand dollars (\$35,000), to extend the term of the Agreement to June 30, 2018, to expand the scope of the agreement, and to update the schedule of fees; and

WHEREAS, on September 5, 2017, City Council authorized a second amendment ("Amendment No. 2") to the Agreement to add additional compensation in the amount of fifty thousand dollars (\$50,000) for continued work on the project and an additional task of assisting with Ellwood Mesa tree removal activities, and associated work; and

WHEREAS, the Agreement between City and Consultant currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed ninety-seven thousand dollars (\$97,000); and

WHEREAS, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of fifty thousand dollars (\$50,000) for continued work on the City's Butterfly Habitat Management Plan; and

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

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

WHEREAS, the City Council approved this contract Amendment No. 3 on this 19th 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 \$50,000 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 \$147,000 (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-2," 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.

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

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

The term of this AGREEMENT is from the date first written above to June 30, 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 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 as Exhibit "A-1".

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

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

CITY OF GOLETA

CONSULTANT

Michelle Greene, City Manager

LynneDee Althouse, President

ATTEST:

Deborah Lopez, City Clerk

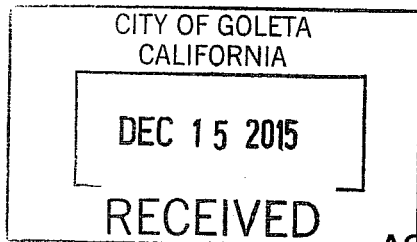
Daniel E. Meade, Vice-President

APPROVED AS TO FORM



Winnie Cai, Deputy City Attorney

Attachment 6
Professional Services Agreement 2015-144 with Althouse and
Meade, Inc. and Amendments 1 and 2



Agreement No. 2015-144
City of Goleta, California

Project Name: Butterfly Surveys
and Habitat Management Plan

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF GOLETA
AND
ALTHOUSE AND MEADE, INC.**

This AGREEMENT FOR PROFESSIONAL SERVICES is made and entered into this 19th day of December, 2015, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **ALTHOUSE AND MEADE, 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 selected based on previous Monarch Butterfly surveying work and assistance with the formulating the Butterfly Habitat Management Plan for the City and was recommended for award of this AGREEMENT by the Advance Planning Manager Anne Wells; 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 biological consulting services in conjunction with Monarch Butterfly surveys and the Butterfly Habitat Management Plan. Services shall generally include survey work, assistance with the finalization of the Butterfly Habitat Management Plan, and attendance at public meetings, 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 \$12,000 (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 Anne Wells. 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 according to the scope of services attached as 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. Daniel E. Meade, Ph.D. 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: Daniel E. Meade, Ph.D.
Althouse and Meade, Inc.
1602 Spring Street
Paso Robles, CA 93446

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

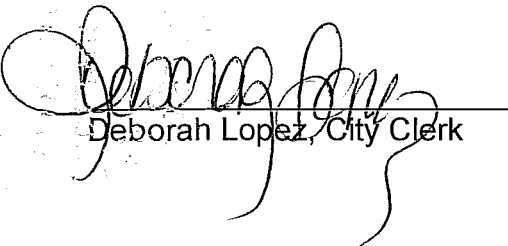
CITY OF GOLETA

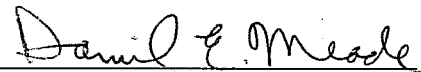

Michelle Greene, City Manager

CONSULTANT


Lynne Dee Althouse
President and CFO

ATTEST:


Deborah Lopez, City Clerk


Daniel E. Meade
Vice-President and Secretary

APPROVED AS TO FORM


Tim W. Giles, City Attorney

EXHIBIT A

Scope of Work

Task 1: Monarch Butterfly Counts and Reporting

CONSULTANT shall conduct aggregation season counts of Monarch butterflies of the Ellwood area Monarch butterfly aggregation sites. Surveys shall be conducted as per the Xerces Society protocol for Monarch butterfly aggregation surveys. Data shall be provided to the CITY by location and date for each aggregation site.

Surveys shall be conducted biweekly as weather conditions permit and shall be conducted from October 2015 through February 2017 (two aggregation seasons, 10 site visits per season). Observations shall include butterfly counts, cluster locations, and site conditions. Locations visited shall include Ellwood Main, Ellwood East, Ocean Meadows, Ellwood West, Ellwood North, and Sandpiper.

Deliverables:

1. CONSULTANT shall provide a written report to the CITY at the end of each aggregation period (approximately March 15th) that summarizes and discusses the annual aggregation season.
2. CONSULTANT shall provide the CITY with weekly reports of monarch butterfly number at each location by email as counts are completed.

Task 2: Butterfly Habitat Management Plan

CONSULTANT shall assist the CITY with the review and finalization of the Monarch Butterfly Habitat Management Plan. CONSULTANT shall compile and incorporate recent count data. CONSULTANT shall attend up to four (4) public outreach meetings.

EXHIBIT B Fee Schedule

Labor Category	Rate
Principal Scientist	\$120
Principal Biologist	\$140
Sr. Biologist/ Sr. Project Manager	\$110
Sr. Biologist/Project Manager	\$90
GIS Program Manager	\$85
Sr. Wildlife Biologist	\$85
Biologist Supervisor	\$80
Lead Biologist	\$75
Range/Plant Scientist	\$75
Biologist III	\$70
Biologist II	\$65
Biologist I	\$60
Data Manager	\$65
GIS Analyst	\$70
Technical Editor	\$70
Sr. Administrative Assistant	\$75
Administrative Assistant	\$60

Equipment Charges: Equipment will be charged at standard usage rates. Equipment use rate schedules are available upon request.

Subcontractors and Equipment Rental: The cost of services subcontracted by A&M to others and other costs incurred by A&M will be charged at cost plus 10 percent.

Communications: The cost of communications, including telephone, pagers, mobile phones, network communications, facsimile, routine postage, and incidental copying costs, will be charged a flat rate of 3 percent of total gross labor charges.

Specialized Software & Equipment The charge for use of Graphics generation, Geographic Information Systems (GIS) modeling applications, and similar specialized technical computing is \$15.00 per hour.

Plots: The following charges will apply for color paper plots generated by the graphics and GIS systems: \$1.00 for 8½×11, \$1.25 for 11×17, \$24.00 for 24×36, and \$36.00 for 36×48. There will be a charge of \$5.00 for each non-color paper plot and \$15.00 for each mylar plot.

Reproduction: In-house reproduction will be charged at \$0.10 per page for black and white and \$1.00 per page for color.

Vehicles and Mileage: Field vehicles (pickups, vans, trucks, etc.) used on project assignments will be charged at \$75.00 per day. The mileage charge for personal autos will be the then-current mileage rate established by the Internal Revenue Service.



Agreement No. 2015-144.1
City of Goleta, California

**AMENDMENT NO. 1
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
ALTHOUSE AND MEADE, INC.**

This Amendment No. 1 ("Amendment") is made this 21st day of February, 2017 to a Professional Services Agreement between the **CITY OF GOLETA** ("City") and **ALTHOUSE AND MEADE, INC.** ("Consultant") dated December 18, 2015 ("Agreement," Agreement No. 2015-144).

RECITALS

WHEREAS, the Agreement between City and Consultant currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed twelve thousand (\$12,000) dollars; and

WHEREAS, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of thirty-two thousand one hundred (\$35,000) dollars for continued assistance with Butterfly Surveys and Habitat Management Plan related work; and

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

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

WHEREAS, the Agreement between City and Consultant currently provides in Exhibit A entitled "Scope of Work" the complete and particular description of services as set forth for Consultant; and

WHEREAS, the parties desire to amend Exhibit A of the Agreement by adding additional services including a tree and forest condition assessment of the Ellwood aggregation sites and forest as more completely and particularly set forth in the Scope of Work, attached as Exhibit "A-1"; and

WHEREAS, the Agreement between City and Consultant currently provides in Exhibit B entitled "Compensation" the hourly rates for Consultant; and

WHEREAS, the parties desire to amend Exhibit B of the Agreement to identify updated rates effective July 1, 2017 for staff listed and an additional staff title that was omitted from the current rate sheet; and

WHEREAS, the City Council approved this Amendment No. 1 to the Agreement pursuant to Goleta Municipal Code Section 3.05.240 on this 21st day of February, 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 \$35,000 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 \$47,000 (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-1," 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.

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

The term of this AGREEMENT is from the date first written above to June 30, 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 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 as Exhibit "A-1".

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

Exhibit A "Scope of Work" with **Exhibit A-1 "Scope of Work"** attached hereto and incorporated herein.

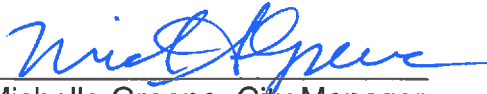
4. This Agreement is amended to delete and replace in its entirety:

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

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

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

CITY OF GOLETA



Michelle Greene, City Manager

CONSULTANT


Lynne Dee Althouse, President

ATTEST:


Deborah Lopez, City Clerk


Daniel E. Meade, Vice-President

APPROVED AS TO FORM



Winnie Cai, Acting City Attorney

EXHIBIT A-1

Scope of Work

Task 1: Monarch Butterfly Counts and Reporting

CONSULTANT shall conduct aggregation season counts of Monarch butterflies of the Ellwood area Monarch butterfly aggregation sites. Surveys shall be conducted as per the Xerces Society protocol for Monarch butterfly aggregation surveys. Data shall be provided to the CITY by location and date for each aggregation site.

Surveys shall be conducted biweekly as weather conditions permit and shall be conducted from October 2015 through February 2017 (two aggregation seasons, 10 site visits per season). Observations shall include butterfly counts, cluster locations, and site conditions. Locations visited shall include Ellwood Main, Ellwood East, Ocean Meadows, Ellwood West, Ellwood North, and Sandpiper.

Deliverables:

1. CONSULTANT shall provide a written report to the CITY at the end of each aggregation period (approximately March 15th) that summarizes and discusses the annual aggregation season.
2. CONSULTANT shall provide the CITY with weekly reports of monarch butterfly number at each location by email as counts are completed.

Task 2: Butterfly Habitat Management Plan

CONSULTANT shall assist the CITY with the review and finalization of the Monarch Butterfly Habitat Management Plan. CONSULTANT shall update the Plan to reflect current conditions and management recommendations. CONSULTANT shall compile and incorporate recent count data and prepare a Technical Appendix as part of the Butterfly Habitat Management Plan. The Technical Appendix shall include methods for all survey types, dates of surveys, names of surveyors, purpose of surveys, location of surveys, survey results, and detailed findings.

Deliverables

1. CONSULTANT shall prepare an Administrative Draft, Public Review Draft, Draft, and Final Butterfly Habitat Management Plan in coordination with City staff and reflective of public and City Council input.

Task 3: Tree and Forest Condition Assessment of the Ellwood Aggregation Sites

CONSULTANT shall conduct a tree and forest condition assessment of the Ellwood aggregation sites and forest. Work shall be conducted by Principal Biologist, Senior Biologist and Licensed Arborist. Individual tree condition shall be assessed at five aggregation locations: Ellwood Main, Ellwood East, Ellwood West, Ellwood North, and Ellwood Sandpiper. Forest conditions shall be described quantitatively for the remainder of the Ellwood eucalyptus forest within the Ellwood Mesa/Sperling Preserve Open Space. Aggregation locations and environmentally sensitive monarch butterfly habitat shall be mapped.

Deliverables

1. CONSULTANT shall prepare a written technical report of the findings as previously described for inclusion in the Butterfly Habitat Management Plan as a Technical Appendix.

Task 4: Public Outreach

CONSULTANT shall attend up to eight (8) public outreach meetings and assist in preparation of materials in support of the meetings. CONSULTANT shall prepare a summary of the meeting input for release to the public.

**EXHIBIT B-1
Fee Schedule**

Effective July 1, 2017

Labor Category	Rate
Principal Scientist	\$140
Principal Biologist	\$140
Sr. Biologist/ Sr. Project Manager	\$115
Sr. Biologist/Project Manager	\$110
GIS Program Manager	\$95
Sr. Wildlife Biologist	\$95
Biologist Supervisor	\$85
Lead Biologist	\$80
Range/Plant Scientist	\$85
Biologist III	\$80
Biologist II	\$75
Biologist I	\$70
Technician	\$55
Data Manager	\$75
GIS Analyst	\$75
Technical Editor	\$75
Sr. Administrative Assistant	\$75
Administrative Assistant	\$60

Equipment Charges: Equipment will be charged at standard usage rates. Equipment use rate schedules are available upon request.

Subcontractors and Equipment Rental: The cost of services subcontracted by A&M to others and other costs incurred by A&M will be charged at cost plus 10 percent.

Communications: The cost of communications, including telephone, pagers, mobile phones, network communications, facsimile, routine postage, and incidental copying costs, will be charged a flat rate of 3 percent of total gross labor charges.

Specialized Software & Equipment The charge for use of Graphics generation, Geographic Information Systems (GIS) modeling applications, and similar specialized technical computing is \$15.00 per hour.

Plots: The following charges will apply for color paper plots generated by the graphics and GIS systems: \$1.00 for 8½×11, \$1.25 for 11×17, \$24.00 for 24×36, and \$36.00 for 36×48. There will be a charge of \$5.00 for each non-color paper plot and \$15.00 for each mylar plot.

Reproduction: In-house reproduction will be charged at \$0.10 per page for black and white and \$1.00 per page for color.

Vehicles and Mileage: Field vehicles (pickups, vans, trucks, etc.) used on project assignments will be the current mileage rate established by the Internal Revenue Service at the time of vehicular use.



Agreement No. 2015-144 2
City of Goleta, California

**AMENDMENT NO. 2
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
ALTHOUSE AND MEADE, INC.**

This Amendment No. 2 is made this 5th day of September, 2017 to a Professional Services Agreement between the **CITY OF GOLETA** ("City") and **ALTHOUSE AND MEADE, INC.** ("Consultant") dated December 18, 2015 ("Agreement", Agreement No. 2015-144).

RECITALS

WHEREAS, the Agreement was originally entered into to provide the City professional biological and environmental services in conjunction with habitat and tree assessments, butterfly surveys and the development of the City's Butterfly Habitat Management Plan; and

WHEREAS, the Agreement between City and Consultant currently provided for the total compensation amount not to exceed twelve thousand (\$12,000) dollars with a termination date of June 30, 2017; and

WHEREAS, on February 21, 2017, City Council authorized a first amendment to the Agreement to add additional compensation in the amount of thirty-five thousand dollars (\$35,000), to extend the term of the Agreement to June 30, 2018, to expand the scope of the agreement, and to update the schedule of fees; and

WHEREAS, the Agreement between City and Consultant currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed forty-seven thousand (\$47,000) dollars; and

WHEREAS, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of fifty thousand dollars (\$50,000) for continued work on the project and an additional tasks of assisting with Ellwood Mesa tree removal activities, and associated work; and

WHEREAS, the Agreement between City and Consultant currently provides in Exhibit A-1 entitled "Scope of Work" the complete and particular description of services as set forth for Consultant; and

WHEREAS, the parties desire to amend Exhibit A-1 of the Agreement by adding additional services including assisting with Ellwood Mesa tree removal activities and for additional public outreach and meetings as more completely and particularly set forth in the Scope of Work, attached as Exhibit "A-2"; and

WHEREAS, the Agreement between City and Consultant currently provides in Exhibit B-1 entitled "Compensation" the hour rates for Consultant; and

WHEREAS, the parties desire to amend Exhibit B-1 of the Agreement to identify additional staff that was omitted from the current rate sheet; and

WHEREAS, the City Council approved this contract Amendment No. 2 on this 5th day of September, 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 \$50,000 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 97,000 (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-2," 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.

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

Exhibit A "Scope of Work" with **Exhibit A-2 "Scope of Work"** attached hereto and incorporated herein.


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

Exhibit B "Compensation" with **Exhibit B-2 "Compensation"** attached hereto and incorporated herein.

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

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

CITY OF GOLETA



Michelle Greene, City Manager

CONSULTANT


Lynne Dee Althouse, President

ATTEST:


Deborah Lopez, City Clerk


Daniel E. Meade, Vice-President

APPROVED AS TO FORM


Winnie Cai, Deputy City Attorney

EXHIBIT A-2

Scope of Work

Task 1: Monarch Butterfly Counts and Reporting

CONSULTANT shall conduct aggregation season counts of Monarch butterflies of the Ellwood area Monarch butterfly aggregation sites. Surveys shall be conducted as per the Xerces Society protocol for Monarch butterfly aggregation surveys. Data shall be provided to the CITY by location and date for each aggregation site.

Surveys shall be conducted biweekly as weather conditions permit and shall be conducted from October 2015 through February 2017 (two aggregation seasons, 10 site visits per season). Observations shall include butterfly counts, cluster locations, and site conditions. Locations visited shall include Ellwood Main, Ellwood East, Ocean Meadows, Ellwood West, Ellwood North, and Sandpiper.

Deliverables:

1. CONSULTANT shall provide a written report to the CITY at the end of each aggregation period (approximately March 15th) that summarizes and discusses the annual aggregation season.
2. CONSULTANT shall provide the CITY with weekly reports of monarch butterfly number at each location by email as counts are completed.

Task 2: Butterfly Habitat Management Plan

CONSULTANT shall assist the CITY with the review and finalization of the Monarch Butterfly Habitat Management Plan. CONSULTANT shall update the Plan to reflect current conditions and management recommendations. CONSULTANT shall compile and incorporate recent count data and prepare a Technical Appendix as part of the Butterfly Habitat Management Plan. The Technical Appendix shall include methods for all survey types, dates of surveys, names of surveyors, purpose of surveys, location of surveys, survey results, and detailed findings.

Deliverables

1. CONSULTANT shall prepare an Administrative Draft, Public Review Draft, Draft, and Final Butterfly Habitat Management Plan in coordination with City staff and reflective of public and City Council input.

Task 3: Tree and Forest Condition Assessment of the Ellwood Aggregation Sites

CONSULTANT shall conduct a tree and forest condition assessment of the Ellwood aggregation sites and forest. In addition, CONSULTANT shall conduct a tree and forest habitat condition assessment for individual trees within the City owned Ellwood Mesa – Sperling Preserve beyond the five aggregation sites. Work shall be conducted by the CONSULTANT's Principal Biologist, Senior Biologist and licensed Arborists. Individual tree condition shall be assessed at five aggregation locations: Ellwood Main, Ellwood East, Ellwood West, Ellwood North, and Ellwood Sandpiper. Aggregation locations and environmentally sensitive monarch butterfly habitat shall be mapped.

Deliverables

1. CONSULTANT shall prepare a written technical report of the findings as previously described for inclusion in the Butterfly Habitat Management Plan as a Technical Appendix.

Task 4: Public Outreach

CONSULTANT shall attend public outreach meetings with the public and City staff and assist in preparation of materials in support of the meetings. CONSULTANT shall prepare a summary of the meeting input for release to the public.

Task 5: Ellwood Mesa Tree Removal Activities

CONSULTANT shall support the City in the preparation of an Ellwood Mesa hazardous tree list and map. CONSULTANT shall support the City in the preparation of bid documents and shall participate in tree removal activities.

Deliverables

1. Table and Map of Hazardous Trees

EXHIBIT B-2 Fee Schedule

Labor Category	Rate
Principal Scientist	\$140
Principal Biologist	\$140
Sr. Biologist/ Sr. Project Manager	\$115
Sr. Biologist/Project Manager	\$110
GIS Program Manager	\$95
Sr. Wildlife Biologist	\$95
Certified Arborist	\$85
Range/Plant Scientist	\$85
Biologist Supervisor	\$85
Lead Biologist	\$80
Biologist III	\$80
Biologist II	\$75
Biologist I	\$70
Technician	\$55
Data Manager	\$75
GIS Analyst	\$75
Technical Editor	\$75
Sr. Administrative Assistant	\$75
Administrative Assistant	\$60

Equipment Charges: Equipment will be charged at standard usage rates. Equipment use rate schedules are available upon request.

Subcontractors and Equipment Rental: The cost of services subcontracted by A&M to others and other costs incurred by A&M will be charged at cost plus 10 percent.

Communications: The cost of communications, including telephone, pagers, mobile phones, network communications, facsimile, routine postage, and incidental copying costs, will be charged a flat rate of 3 percent of total gross labor charges.

Specialized Software & Equipment The charge for use of Graphics generation, Geographic Information Systems (GIS) modeling applications, and similar specialized technical computing is \$15.00 per hour.

Plots: The following charges will apply for color paper plots generated by the graphics and GIS systems: \$1.00 for 8½×11, \$1.25 for 11×17, \$24.00 for 24×36, and \$36.00 for 36×48. There will be a charge of \$5.00 for each non-color paper plot and \$15.00 for each mylar plot.

Reproduction: In-house reproduction will be charged at \$0.10 per page for black and white and \$1.00 per page for color.

Vehicles and Mileage: Field vehicles (pickups, vans, trucks, etc.) used on project assignments will be the current mileage rate established by the Internal Revenue Service at the time of vehicular use.

Attachment 7
Amendment No. 3 to Professional Services Agreement
2013-045 with Rincon Consultants

**AMENDMENT NO. 3
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
RINCON CONSULTANTS**

This Amendment No. 3 to a Professional Services Agreement by and between the **CITY OF GOLETA** ("City") and **RINCON CONSULTANTS**, a California corporation ("Consultant") dated June 18, 2013 ("Agreement"), Agreement No. 2013-045 is made this 19th day of June, 2018.

RECITALS

WHEREAS, the Agreement was originally entered into to provide the City with professional environmental review services in conjunction with the Community Wildfire Prevention Plan and the Butterfly Habitat Management Plan; and

WHEREAS, the Agreement was entered into on June 28, 2013, with a maximum compensation of \$76,000 and a termination date of June 30, 2015; and

WHEREAS, on August 18, 2015, the City Council authorized a first amendment ("Amendment No. 1") to the Agreement to add an additional \$20,000 in compensation and extend the term to June 30, 2017; and

WHEREAS, on June 20, 2017, the City Council authorized a second amendment ("Amendment No. 2") to the Agreement to extend the term to June 30, 2018; and

WHEREAS, the Agreement between City and Consultant currently provides for the total compensation of \$96,000 and a termination date of June 30, 2018; and

WHEREAS, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of fifty thousand dollars (\$50,000) for continued project support and to extend the termination date of the Agreement to June 30, 2019; and

WHEREAS, the City Council approved this contract Amendment No. 3 on this 19th 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 \$50,000 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 \$146,000 (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, 2015, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

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

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

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

CITY OF GOLETA

CONSULTANT

Michelle Greene, City Manager

Michael P. Gialketsis, President

ATTEST:

Deborah Lopez, City Clerk

Stephen Svete, Vice President

APPROVED AS TO FORM



Winnie Cai, Deputy City Attorney

Attachment 8
Professional Services Agreement 2013-045 with Rincon
Consultants and Amendments 1 and 2

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF GOLETA
AND
RINCON CONSULTANTS**

This AGREEMENT FOR PROFESSIONAL SERVICES is made and entered into this 18th day of June, 2013, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **RINCON CONSULTANTS**, (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 based on a competitive selection process which included the issuance of a Request for Qualifications/Request for Proposals and subsequent review of qualifications and proposals and interviews for the Community Wildfire Prevention Plan/Butterfly Habitat Management Plan Environmental Review Project (Project); and

WHEREAS, CONSULTANT was awarded this AGREEMENT by City Council; and

WHEREAS, the City Council, on this 18th day of June, 2013, approved this AGREEMENT and authorized the City Manager 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 environmental review services in conjunction with development of an environmental review document for implementing the City's Community Wildfire Protection Plan and Butterfly Habitat

Management Plan. Services shall generally include development of an initial study, scoping meeting, project description, preparation of administrative and public draft environmental documents, project management, and attendance and support at public meetings and hearings, 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 \$76,000 (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, 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 coordinate with, CITY's "Project Manager", as that staff person is designated by CITY from time to time, and who presently is Ms. Sara Iza. 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 within 1,080 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. Mr. Power 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. The following portions of the work will be subcontracted out to other parties by CONSULTANT: GEO ELEMENTS, Carol Henson, Development of Project Description.

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 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 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 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: Daniel Singer
City of Goleta
130 Cremona Drive, Suite B
Goleta, CA 93117

TO CONSULTANT:


Attention: Joe Power
Rincon Consultants, Inc.
180 North Ashwood Avenue
Ventura, CA 93003

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

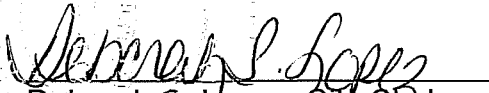
CITY OF GOLETA

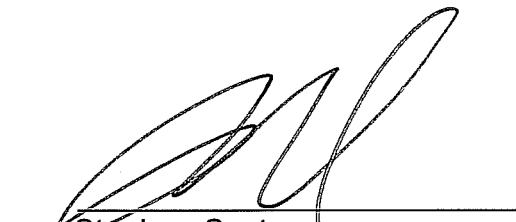

Daniel Singer, City Manager

CONSULTANT

 Vice-President for
Joe Power
Principal-in-Charge

ATTEST:


Deborah S. Lopez, City Clerk


Stephen Svete
Vice President

APPROVED AS TO FORM

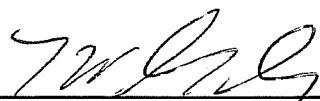

Tim W. Giles, City Attorney

Exhibit A Scope of Work

Task 1: Development of Project Description

CONSULTANT shall rely on Carol Henson of Geo Elements LLC to develop a project description. Ms. Henson will be a subconsultant to Rincon Consultants. The project description will include Wildfire Prevention implementation treatments for the Ellwood Mesa Open Space / Sperling Preserve (Open Space). The project description will also include consideration of the management programs outlined in the Draft Butterfly Habitat Management Plan.

Task 2: Initial Study

CONSULTANT shall identify potential issues in an Initial Study. CITY shall comment on the Draft Initial Study, and return comments Consultant to be incorporated into the Initial Study.

Task 3: Scoping

CONSULTANT shall analyze the environmental setting of the project and determine the proper scope of the EIR by preparing and releasing a Notice of Preparation, consulting with responsible agencies, trustee agencies, State and federal agencies and by holding two public scoping meetings.

Task 4: Administrative Draft EIR

CONSULTANT shall prepare an Administrative Draft EIR for CITY review. The alternatives analysis, while mostly a qualified effort, shall make all efforts to use or cite existing applicable detailed information to make for a meaningful comparison as possible. A comprehensive mitigation monitoring and reporting program shall be developed for applicable mitigation measures. The Administrative Draft EIR shall be complete and in the same depth as the draft EIR in Task 5 below.

Task 5: Draft EIR

CONSULTANT shall prepare a Draft EIR that incorporates CITY comments on the Administrative Draft EIR. The EIR shall evaluate alternatives to the proposed project. In addition to evaluating the potential environmental impacts that may result from the implementation of the Project, the EIR will evaluate alternatives to the proposed project. CONSULTANT shall assist CITY with the formulation and description of project alternatives. The Project and other reports prepared for this project will be jointly produced by CONSULTANT and CITY and shall involve close coordination.

TASK 6: Prepare Responses to Comments and Proposed Final EIR

CONSULTANT shall provide suggested responses to any comments received by CITY on the Draft EIR from the public, other agencies, or interested parties during the public review period. CONSULTANT shall also prepare draft and final findings and a draft Statement of Overriding Considerations if necessary.

Task 7: Prepare Final EIR Change Pages

CONSULTANT shall prepare change pages for any revisions directed by CITY prior to certification of the Final EIR.

Task 8: Public Meetings

CONSULTANT shall provide for a minimum of five (5) public meetings on the project, to include: one two-session (afternoon and evening) public scoping meeting for the EIR, and four (4) hearings before the Planning Commission and/or City Council.

Task 9: GIS, Graphics, and Other Tools

CONSULTANT shall utilize the best available GIS, graphics and other tools to analyze, model and represent existing and potential site conditions and design. CONSULTANT shall provide CITY with electronic copies of all GIS data and products prior to the end of the contract.

EXHIBIT B SCHEDULE OF FEES

Professional and Technical Personnel Rate

Principal I/PM	\$ 180/hour
Senior Staff II	\$ 135/hour
Professional Staff Analyst III	\$ 105/hour
Field Technician.....	\$ 105/hour
Graphic Designer.....	\$ 75/hour
Technical Editor	\$ 80/hour
Clerical/Administrative Assistant.....	\$ 65/hour

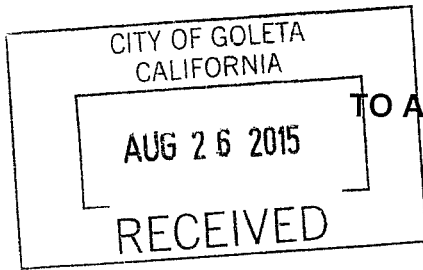
Fixed Rates - Photocopying and Printing

Administrative Draft EIR (4 Copies + One Electronic):	\$350
Draft EIR (14 Copies + 20 Electronic):	\$950
Administrative Final EIR (4 Copies + 1 Electronic):	\$370
Final EIR (14 Copies + 20 Electronic):	\$1,020

Oversized Maps	\$8.00/square foot
Display Graphics	\$8.00/square foot

Other Fixed Rates

Other Direct Costs	Charged at-cost to consultant plus 15% overhead
Technology (Camera)	3% of associated labor
Rincon-Owned Vehicle	\$85/day (includes 50 miles of fuel)
Rincon All Terrain Vehicle	\$135/day (includes 50 miles of fuel)
Mileage	\$0.85/mile for mileage over 50 miles per day
Rental Vehicle	Charged at-cost to consultant plus 15% overhead



**AMENDMENT NO.1
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
RINCON CONSULTANTS**

This Amendment No. 1 ("Amendment") to the Professional Services Agreement between the **CITY OF GOLETA** ("City") and **RINCON CONSULTANTS**, ("Consultant") dated June 18, 2013 ("Agreement") is made this 18th day of August, 2015.

WHEREAS, the Agreement between City and Consultant currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed seventy-six thousand dollars (\$76,000); and

WHEREAS, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of twenty thousand dollars (\$20,000) for continued project support; 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, 2017; and

WHEREAS, the City Council, on this 18th day of August, 2015, approved this AMENDMENT and authorized the City Manager to execute this AMENDMENT per the Goleta Municipal Code 3.05.240.

CITY and CONSULTANT agree as follows:

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 \$20,000 and to read in its entirety:

(a) **Maximum and Rate.** The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$96,000 (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, 2015, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

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


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

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


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

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

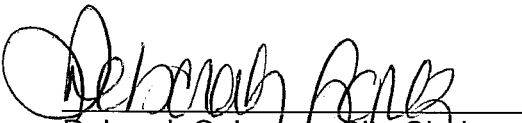
CITY OF GOLETA

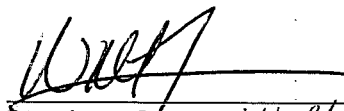
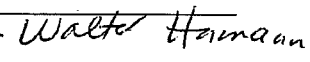

Michelle Greene, City Manager

CONSULTANT

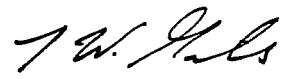

Joe Power
Principal-in-Charge

ATTEST:


Deborah S. Lopez, City Clerk


~~Stephen Syte~~ 
Vice President

APPROVED AS TO FORM


Tim W. Giles, City Attorney



Agreement No. 2013-045.2
City of Goleta, California

**AMENDMENT NO. 2
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
RINCON CONSULTANTS**

This Amendment No. 2 is made this 20th day of June, 2017 to a Professional Services Agreement between the **CITY OF GOLETA** ("City") and **RINCON CONSULTANTS** ("Consultant") dated June 18, 2013 ("Agreement," Agreement No. 2013-045).

RECITALS

WHEREAS, the Agreement was originally entered into to provide the City with professional environmental review services in conjunction with the Community Wildfire Prevention Plan and the Butterfly Habitat Management Plan; and

WHEREAS, the Agreement was entered into on June 28, 2013, with a maximum compensation of \$76,000 and a termination date of June 30, 2015; and

WHEREAS, the Agreement was amended on August 18, 2015 to add an additional \$20,000 in compensation and extend the term to June 30, 2017; and

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

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

WHEREAS, the City Council approved this contract Amendment No. 2 on this 20th day of June, 2017.

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, 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 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



Michelle Greene, City Manager

CONSULTANT


Michael P. Gialketsis, President

ATTEST:


Deborah Lopez, City Clerk


Stephen Svete, Vice President

APPROVED AS TO FORM


Winnie Cai, Deputy City Attorney