



**Agenda Item B.6**  
**CONSENT CALENDAR**  
**Meeting Date: March 19, 2019**

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**TO:** Mayor and Councilmembers

**FROM:** Peter Imhof, Planning and Environmental Review Director

**CONTACT:** Anne Wells, Advance Planning Manager

**SUBJECT:** Amendment No. 4 to Professional Services Agreement with Rincon Consultants, Agreement No. 2013-045

**RECOMMENDATION:**

Authorize the City Manager to execute Amendment No. 4 to Agreement No. 2013-045 for Professional Services with Rincon Consultants, for continued support in the preparation and implementation of the environmental review for the Ellwood Mesa Butterfly Habitat Management Plan, increasing the maximum contract amount by \$50,000, for a total not-to-exceed amount of \$196,000 and adding to the scope of work to include implementation oversight.

**BACKGROUND:**

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 (BHMP) 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.

On June 19, 2018, the Council authorized a third amendment to add an additional \$50,000 in compensation and extend the term to June 30, 2019 to finalize the BHMP

and update the associated environmental analysis. The total contract compensation is \$146,000 with a termination date of June 30, 2019.

**DISCUSSION:**

Over the past three 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, and the need for assistance with Plan implementation, monitoring and reporting, staff is recommending additional compensation in the amount of \$50,000 and an expansion of consultant's scope of work for continued work on the project.

The proposed fourth amendment to the agreement would increase the total contract amount by \$50,000 to \$196,000. Staff is pleased with the quality of professional services provided by Rincon Consultants and recommends Council to approve the Amendment No. 4 to the current contract (Agreement No. 2013-045).

**FISCAL IMPACTS:**

BHMP - FY 18/19				
Fund Type	Account	Current Budget FY 18/19	YTD Actuals + Encumbrance FY 18/19	Available Budget FY 18/19
General Fund	101-5-4300-500	\$742,464	\$286,926	\$455,538

As shown above, adequate funds are available in Account #101-5-4300-500 Professional Services, to support the BHMP project. No additional appropriation is necessary.


**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.

**Legal Review By:**

  
Michael Jenkins  
City Attorney

**Approved By:**

  
Michelle Greene  
City Manager

**ATTACHMENTS:**

1. Amendment No. 4 to Professional Services Agreement 2013-045 with Rincon Consultants
2. Professional Services Agreement 2013-045 with Rincon Consultants and Amendments 1 through 3 - Available Online Only



## **ATTACHMENT 1**

Amendment No. 4 to Professional Services Agreement 2013-045 with Rincon  
Consultants



**AMENDMENT NO. 4  
TO A PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF GOLETA  
AND  
RINCON CONSULTANTS**

**This Amendment No. 4** 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 19<sup>th</sup> day of March, 2019.

**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**, on June 19, 2018, the City Council authorized a third amendment ("Amendment No. 3") to the Agreement to add an additional \$50,000 in compensation and to extend the term to June 30, 2019; and

**WHEREAS**, the Agreement between City and Consultant currently provides for the total compensation of \$146,000 and a termination date of June 30, 2019; and

**WHEREAS**, the parties desire to amend the Agreement so as expand the description of services and to provide for additional compensation in the amount of fifty thousand dollars (\$50,000) for continued project support; and

**WHEREAS**, the City Council approved this Amendment No. 4 on this 19<sup>th</sup> day of March, 2019.

## AMENDED TERMS

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

1. **Section 2. DESCRIPTION OF SERVICES** of the Agreement is amended to add the additional services of addressing public comments, obtaining all required follow-up permitting, assisting with administrative tasks and implementation of the Plans, and on-site monitoring and reporting:

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, attendance and support at public meetings, addressing public comments, obtaining all required follow-up permitting, assisting with administrative tasks and implementation of the Plans, and on-site monitoring and reporting, as more particularly set forth in the Scope of Work, attachment as Exhibit "A," and incorporated herein. Consultant shall deliver to the CITY the deliverables defined in Exhibit "A."

2. **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 \$196,000 (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.



3. **EXHIBIT A, Scope of Work. Task 10: Post-Adoption Project Management** has been added to the Scope of Work:

**Task 10: Post-Adoption Project Management**

CONSULTANT shall assist the City with addressing public comments relating to the Plans after adoption by the City Council. CONSULTANT shall manage obtaining all required follow-up permitting, assisting with necessary administrative tasks and implementation of the Plans, and oversee on-site mitigation monitoring and reporting.

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. 4 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, Assistant City Attorney

## **ATTACHMENT 2**

Professional Services Agreement 2013-045 with Rincon Consultants and  
Amendments 1 through 3 - Available Online Only

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

This AGREEMENT FOR PROFESSIONAL SERVICES is made and entered into this 18<sup>th</sup> 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 18<sup>th</sup> 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.

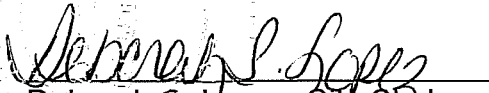
**CITY OF GOLETA**

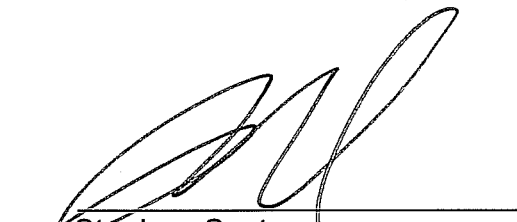
  
Daniel Singer, City Manager

**CONSULTANT**

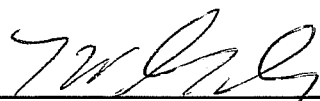
 Vice-President for  
Joe Power  
Principal-in-Charge

**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

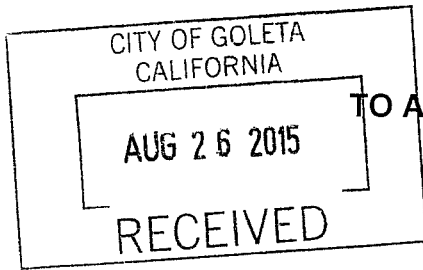
Administrative Draft EIR (4 Copies + One Electronic):	\$350
Draft EIR (14 Copies + 20 Electronic):	\$950
Administrative Final EIR (4 Copies + 1 Electronic):	\$370
Final EIR (14 Copies + 20 Electronic):	\$1,020

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





Agreement No. 2013-045.1  
City of Goleta, California

**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 18<sup>th</sup> 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 18<sup>th</sup> 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.

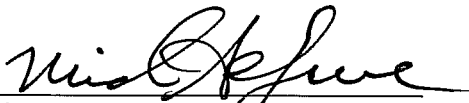
The term of this Agreement is from the date first written above to June 30, 2017, unless term of this Agreement is extended or the Agreement is terminated as provided for herein.

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.

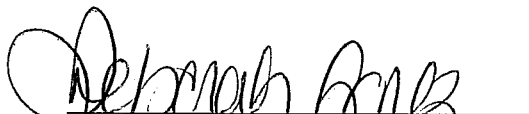
**CITY OF GOLETA**


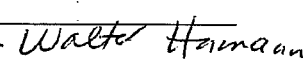
  
Michelle Greene, City Manager

**CONSULTANT**

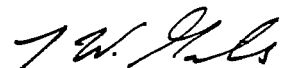
  
Joe Power  
Principal-in-Charge

**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 20<sup>th</sup> 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 20<sup>th</sup> 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**

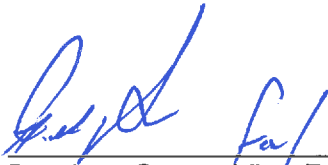
  
Michelle Greene, City Manager

**CONSULTANT**

  
Michael P. Gialketsis, President

**ATTEST:**

  
Deborah Lopez, City Clerk

  
Stephen Svete, Vice President

**APPROVED AS TO FORM**

  
Winnie Cai, Deputy City Attorney

**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 19<sup>th</sup> 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 19<sup>th</sup> 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.

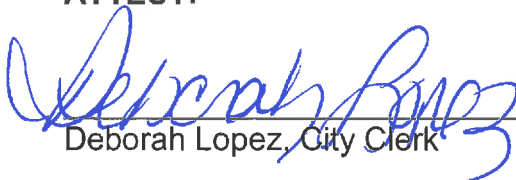
**CITY OF GOLETA**


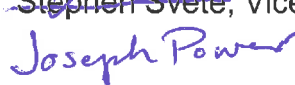
  
Michelle Greene, City Manager

**CONSULTANT**


  
Michael P. Gialketsis, President

**ATTEST:**

  
Deborah Lopez, City Clerk

  
Stephen Svete, Vice President  
  
Joseph Power

**APPROVED AS TO FORM**

  
Winnie Cai, Deputy City Attorney





RECEIVED  
OCT 30 2018  
Finance Department

for going forward invoices



## RINCON CONSULTANTS, INC.

### Standard Fee Schedule for Environmental Sciences and Planning Services

The Rincon Consultants fee schedule illustrates how professionals and support time is charged to projects. Direct costs associated with project labor are billed to the project as described under Reimbursable Expenses.

Professional, Technical & Support Personnel*	Hourly Rate
Principal II	\$230
Principal I	\$215
Senior Supervisor II	\$195
Supervisor I	\$185
Senior Professional II	\$165
Senior Professional I	\$150
Professional IV	\$135
Professional III	\$120
Professional II	\$105
Professional I	\$95
Environmental Technician/Field Aide III	\$90
Environmental Technician/Field Aide II	\$85
Environmental Technician/Field Aide I	\$80
Senior GIS Specialist	\$130
GIS/CADD Specialist II	\$115
GIS/CADD Specialist I	\$100
Graphic Designer	\$95
Technical Editor	\$105
Production Specialist	\$80
Clerical/Administrative Assistant I	\$75

\*Professional classification includes: environmental scientists, urban planners, biologists, geologists, marine scientists, cultural resources experts and other professionals. Expert witness services consisting of depositions or in-court testimony are charged at the hourly rate of \$310.

#### Photocopying and Printing

Photocopies will be charged at a rate of \$0.16/copy for single-sided copies and \$0.32 for double-sided copies. Colored copies will be charged at a rate of \$1.50/copy for single-sided and \$3.00/copy for color, double-sided or 11"x17" copies. Oversized maps or display graphics will be charged at a rate of \$8.00/square foot.

#### Reimbursable Expenses

Reimbursable Expenses are costs associated with completing a project that are not include the hourly billing rates described above. Reimbursable expenses include, but are not limited to, the following:

1. *Direct costs associated with the execution of a project are billed at cost plus 15% to cover General and Administrative services. Direct costs include, but are not limited to, laboratory and drilling services charges, subcontractor services, authorized travel expenses, permit charges and filing fees, printing and graphic charges, mailings and postage, performance bonds, sample handling and shipment, rental equipment and vehicles other than covered by the above charges, etc. Communications charges and miscellaneous office expenses (including PDAs, cell phones, phone, fax, and electronic data transmittals, digital cameras, photo processing, etc.) are billed at 3% of total labor.*
2. *Transportation fees; company-owned vehicles will be billed \$85/day for light-duty vehicles and trucks \$135/day for 4-WD/off road vehicles, plus \$0.65/mile for mileage over 50. Mileage rate of \$0.65/mile applies to all miles incurred in employee-owned vehicles.*



## RINCON CONSULTANTS, INC.

### Equipment Schedule for Environmental Sciences and Planning Services

Equipment	Day Rate
<b>Environmental Site Assessment</b>	
Brass Sample Sleeves, Bailers, Disposable Bailers	\$25
Water Level Indicator, DC Purge Pump	\$40
Hand Auger Sampler	\$55
Oil-Water Interface Probe	\$85
Four Gas Monitor or Photo-Ionization Detector	\$120
Soil Vapor Extraction Monitoring Equipment	\$140
Flame Ionization Detector	\$200
<b>Natural Resources &amp; Multi-Services Field Equipment</b>	
Trimble GPS (sub-meter accuracy)	\$190
UAS Drone	\$250
Pettersson Bat Ultrasound Detector/Recording Equipment	\$150
Spotting or Fiberoptic Scope	\$150
Amphibian Survey Field Package: (digital camera, GPS, thermometer, decon chlorine, waders, float tube, hand net)	\$150
Remote Field Package: (digital camera, GPS, thermometer, binoculars, field computer and mifi, Delorme Satellite Beacon, 24-Hour Safety Phone)	\$125
Sound Level Metering Field Package: anemometer, tripod and digital camera.	\$100
Construction Monitoring Field Package: (digital camera, GPS, thermometer, binoculars, field computer, safety equipment)	\$95
Standard Field Package (digital camera, GPS, thermometer, binoculars, and botanic collecting equipment)	\$50
Minnow trap	\$85
Infrared Sensor Digital Camera or Computer Field Equipment	\$50
Scent Station	\$20
Laser Rangefinder/Altitude	\$10
Net, Hand/Large Seine	\$10/\$50
Pit-fall Traps, Spotlights, Anemometer, GPS Units, Sterilized Sample Jar	\$8
Mammal Trap, Large/Small	\$1.50/\$.50
<b>Water &amp; Marine Resources Equipment</b>	
Refractometer (salinity) or Turbidity Meter	\$35
Multi Parameter Sonde (Temp, Cond, Turbidity, DO, pH) with GPS	\$200
Boat (20 ft. Boston Whaler or Similar)	\$300
Boat (27 ft. Wilson or Similar)	\$550
Side Scan or Single Beam Sonar	\$700
Underwater & Marine Sampling Gear includes: Photo/Video Camera, Dissolved Oxygen Meter, Temp-pH-Conductivity Meter, Tanks, BCD, Regulators, Binoculars, Tapes, Buoys, Floats, etc.	\$50
Marine Field Package: (Personal Flotation Devices (PFDs), 100 ft. Reel Tapes w/ Stainless Carabiners, Pelican Floats, Underwater Slates, Thermometer, Refractometer, Anemometer, various Field Guides)	\$50
<b>Insurance, Hazard &amp; Safety Fees</b>	
L & H Dive Insurance	\$50 person
Hazard Premium (In or Underwater ONLY per/hour)	1.25 X hourly
Level C Health and Safety	\$60 person