



**Agenda Item B.8**  
**CONSENT CALENDAR**  
**Meeting Date: June 4, 2019**

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**TO:** Mayor and Councilmembers

**FROM:** Charles W. Ebeling, Public Works Director

**CONTACT:** Maureen Gaasch, Senior Management Analyst

**SUBJECT:** Public Works Professional Services Contracts for Fiscal Year 2019-2020

**RECOMMENDATION:**

- A. Authorize the City Manager to execute Amendment No. 4 to Professional Services Agreement No. 2016-075 with COM3 Consulting Inc., for Project Management Services, increasing the contract authority by \$130,650 for Fiscal Year 2019/20 and by an additional \$110,350 for Fiscal Year 2020/21, a total increase amount of \$241,000, for a total contract not-to-exceed amount of \$841,000 and extending the agreement for two years to June 30, 2021 (Attachment No. 1).
- B. Authorize the City Manager to execute Amendment No. 3 to Professional Services Agreement No. 2016-077 with Laura M. Bridley, AICP, for Land Use Planning Services for Capital Improvement Projects, increasing the contract authority by \$44,550, for a total contract not-to-exceed amount of \$224,115, and extending the agreement for one year to June 30, 2020 (Attachment No. 2).
- C. Authorize the City Manager to execute Amendment No. 2 to Professional Services Agreement No. 2017-037 for On-Call Right-of-Way Acquisitions Services with Beacon Integrated Professional Resources Inc. dba Hamner, Jewell and Associates (HJA), increasing the contract authority by \$15,000, for a total contract not-to-exceed amount of \$80,000, and extending the agreement for one year to June 30, 2020 (Attachment No. 3).
- D. Authorize the City Manager to execute Amendment No. 1 to Professional Services Agreement No. 2018-020 for On-Call Traffic Demand Modeling Services with GHD Inc. (GHD), increasing the contract authority by \$50,000 for Fiscal Year 2019/20 and by an additional \$50,000 for Fiscal Year 2020/21, a total increase amount of \$100,000, for a total contract not-to-exceed amount of \$160,000, and extending the agreement for two years to June 30, 2021 (Attachment No. 4).
- E. Authorize the City Manager to execute Amendment No. 5 to Professional Services Agreement No. 2014-062 with Santa Barbara Channelkeeper for monthly Stream Monitoring and Water Quality Testing Services, increasing the contract authority by

\$16,500, for a total contract not-to-exceed amount of \$99,000, and extending the agreement for one year to June 30, 2020 (Attachment No. 5).

- F. Authorize the City Manager to execute Amendment No. 5 to Professional Services Agreement No. 2014-101 with Explore Ecology for K-6 Storm Water Educational Outreach Services, increasing the contract authority by \$11,880, for a total contract not-to-exceed amount of \$68,994, and extending the agreement for one year to June 30, 2020 (Attachment No. 6).
- G. Authorize the City Manager to execute Amendment No. 6 to Professional Services Agreement No. 2014-069 with ZWorld Geospatial Information Systems for professional GIS mapping services in conjunction with the City's Stormwater Management Plan, increasing the contract authority by \$58,800, for a total contract not-to-exceed amount of \$100,800, and extending the agreement for one year to June 30, 2020 and providing a new scope and fee schedule (Attachment No. 7).

## **BACKGROUND:**

The Public Works Department (Public Works) has contracted for on-call engineering project management and professional services since incorporation in 2002.

On March 11, 2016, the Public Works solicited Statements of Qualifications (SOQ) with a Request for Qualifications (RFQ) for On-Call Professional Engineering and Environmental Services for the following services:

- Project Management
- Engineering
- Geotechnical Engineering
- Traffic Engineering
- Surveying
- Landscape Design
- Environmental Planning
- Development Review
- Construction Management, Inspection and Testing (CMIT)

SOQs were received on April 27, 2016. The Department of Public Works selected the following consultants through the formal RFQ process based on qualifications for award of a consultant services agreement with the City: COM3 Consulting Inc.; Laura Bridley, AICP; and Hamner, Jewell and Associates (HJA).

Goleta Municipal Code section 3.05.240(b) provides that "the acquiring of professional services shall be procured through negotiated contract process and may include requests for proposals/qualifications. Contracting for professional services is decentralized and shall be the responsibility of the Department Head requesting the service." Factors to consider in awarding professional services contracts are also referenced in Goleta Municipal Code section 3.05.240(a) as follows:

“In contracting for those professional services, such contracts should only be awarded to firms or persons who have demonstrated ‘adequate competence’ meaning: an adequate level of experience, competence, resources/equipment, staffing and other professional qualifications necessary for more than a satisfactory performance of the services required in the time period needed. Once the department requesting the service has determined a firm has an adequate level of competence, the cost of the service may be considered, however, the lowest cost may not be the sole factor in deciding which firm or who shall be awarded the contract. It may be in the City’s best interest to award the contract to a higher priced contractor based on the scope of services available, unique skills, staffing levels, timing, prior experience, past working relationship, and other factors required by the department or proposed by that contractor. The information needed for determining that level of competence, other qualifications and the procedure for selecting such services shall be determined by each City department responsible for recommending the professional service contract.”

COM3 Consulting Inc., currently provides the Public Works with engineering design services and project management of Capital Improvement Program projects and issues requiring engineering support. Laura Bridley, AICP currently provides the Public Works Department with services for project management and environmental planning and permitting services.

The Department of Public Works has also contracted for right-of-way acquisition services for various Capital Improvement Program projects. These services are currently provided by Hamner, Jewell and Associates (HJA).

The Department has contracted with ZWorld Geospatial Information Systems (ZWorld), ZWorld provides GIS data development, maintenance, mapping and application support for the City’s storm drains Atlas/Sub-drainage mapping program.

Santa Barbara Channelkeeper (Channelkeeper) provides monthly stream monitoring and water quality testing services to the City through a professional services contract, while Explore Ecology provides K-6 storm water educational outreach services on a contract basis as well.

## **DISCUSSION:**

### **COM3 Consulting Inc.: Engineering Design Services and Project Management**

The Public Works Department recommends amending the agreement with COM3 to continue COM3’s management of current projects. COM3 has been working with the Public Works Department to finalize the Goleta Development Impact Fee Update and DIF ordinance update for the City. Additionally, COM3 continues to manage the Ekwill Street and Fowler Road Extensions Project, which has consisted of Coastal Commission permitting and right-of-way acquisition. COM3 currently provides services for the San Jose Creek Bike Path South Segment Project. In the beginning of 2018, COM3 prepared a grant application in conjunction with the Goleta Train Depot Project, which resulted in a \$13M award. COM3 is currently assisting the Public Works Department in execution of

documents to receive the grant. It is not in the City's best interest to replace this contract project manager at this time.

The Public Works Department believes that retaining the current contract project manager is the most expeditious and effective way to keep these projects moving forward at this time. COM3 also has an established reputation with local, state and federal permitting agencies.

On June 21, 2016, the City Council awarded a Professional Services Agreement No. 2016-075 for \$186,500 to COM3 following a formal Request for Qualifications process. On June 20, 2017, the City Council approved Amendment No. 1 for an additional compensation amount of \$171,500 for a total amount not-to-exceed \$358,000. On February 20, 2018, the City Council approved Amendment No. 2 for an additional compensation amount of \$55,500 for a total amount not-to-exceed \$413,500. On June 19, 2018, the City Council approved Amendment No. 3 for an additional compensation amount of \$186,500 for a total amount not-to-exceed \$600,000. This contract is set to expire on June 30, 2019. The Department of Public Works is pleased with the quality of professional services provided by COM3 and recommends approval of the proposed Amendment No. 4, to the current agreement by increasing the contract authority by \$130,650 for Fiscal Year 2019/20 and by an additional \$110,350 for Fiscal Year 2020/21, a total increase amount of \$241,000, for a total contract not-to-exceed amount of \$841,000 and extending the agreement for two years to June 30, 2021 (Attachment No. 1).

COM3 will also assist the Public Works Department in managing other Capital Improvement Program (CIP) projects and miscellaneous issues that require engineering expertise.

#### **Laura M. Bridley, AICP: Land Use Planning Services**

Public Works staff recommends extending the agreement with Laura Bridley to continue to provide assistance processing environmental documents and scoping proposed projects, acting as a liaison with permitting agencies, attending project related meetings, and providing project coordination and processing services on various Capital Improvement and Public Works projects. Specific projects include the Hollister Complete Streets Corridor project, Ekwil Fowler Road Extension, San Jose Creek Bike Path South and Middle projects, Cathedral Oaks Interchange Landscaping project, Old Town Sidewalk Improvements, Hollister Avenue Bridge Replacement, Bicycle Pedestrian Master Plan, Goleta Train Depot, and various sidewalk infill, street crossing and related projects. Ms. Bridley has been instrumental in coordinating and overseeing the environmental document and permitting phases of the Ekwil Fowler Road Extensions project. Because of her comprehensive knowledge and current involvement in various projects, the Public Works Department recommends she continue to work on these projects.

On June 21, 2016, the City Council awarded a Professional Services Agreement No. 2016-077 for \$64,100 to Laura M. Bridley, AICP, following a formal RFQ process. On June 20, 2017, the City Council approved Amendment No. 1 for an additional compensation amount of \$55,120 for a total amount not-to-exceed \$119,220. On June



19, 2018, the City Council approved Amendment No. 2 for an additional compensation amount of \$60,345 for a total amount not-to-exceed \$179,565. This contract is set to expire on June 30, 2019. Public Works staff is pleased with the quality of services provided by Laura Bridley and recommends approval of the proposed Amendment No. 3 to the current contract (Agreement No. 2016-077), by increasing the contract authority by \$44,550, for a total contract not-to-exceed amount of \$224,115, and extending the agreement for one year to June 30, 2020 (Attachment No. 2).

**Beacon Integrated Professional Resources, Inc. dba Hamner, Jewell and Associates: On-Call Right-of-Way (ROW) Acquisition and Real Estate Services**

On April 27, 2016, Hamner, Jewell and Associates (HJA) was selected to provide on-call right-of-way acquisition and real estate services for various CIP projects. Since that time, they have assisted with the San Jose Creek Bike Path Middle Extent Project. Under the proposed contract amendment, HJA will be performing right-of-way services on additional CIP projects, such as the Los Carneros/Calle Real Roundabout property exchange and street vacations, and any other projects that need right-of-way services.

On June 20, 2017, the City Council awarded a Professional Design Services Agreement No. 2017-037 for \$65,000 to Hamner, Jewell and Associates for on-call ROW acquisition and real estate services. On June 17, 2018, the City Council approved Amendment No. 1 to extend the term to June 30, 2019. The Public Works Department is satisfied with the quality of professional services provided by HJA and therefore recommends approval of Amendment No. 2 by increasing the contract authority by \$15,000, for a total contract not-to-exceed amount of \$80,000, and extending the agreement for one year to June 30, 2020 (Attachment No. 3).

**GHD, Inc.: On-Call Traffic Demand Modeling Services**

On March 20, 2018, the City Council awarded a professional services agreement for \$60,000 to GHD, Inc. for On-Call Traffic Demand Modeling Services following a formal RFQ process. The On-call Traffic Modeling contract with GHD will be implemented through a task-order approval process for as needed specific task relating to traffic modeling, development of traffic studies and other traffic related technical support to the City of Goleta Public Works Department.

This contract is set to expire on June 30, 2019. Public Works staff is pleased with the quality of professional services provided by GHD, Inc. and recommends approval of Amendment No. 1 with an annual amount of \$50,000 for FY 2019/20 and an annual amount of \$50,000 for FY 20/21, by increasing the contract authority by \$50,000 for Fiscal Year 2019/20 and by an additional \$50,000 for Fiscal Year 2020/21, a total increase amount of \$100,000, for a total contract not-to-exceed amount of \$160,000, and extending the agreement for two years to June 30, 2021 (Attachment No. 4).

**Santa Barbara Channelkeeper: Stream Monitoring and Water Quality Testing Services**

On May 30, 2014, the City Manager awarded Professional Services Agreement No. 2014-062 in the amount of \$16,500 to Santa Barbara Channelkeeper based upon qualifications, with a term ending June 30, 2015. On June 30, 2015, the City Council approved Amendment No. 1 for an additional compensation amount of \$16,500 for a new total

amount not-to-exceed \$33,000 and extending the term to June 30, 2016. On June 21, 2016, the City Council approved Amendment No. 2 for an additional compensation amount of \$16,500 for a new total amount not-to-exceed \$49,500 and extending the term to June 30, 2017. Then on June 20, 2017, the City Council approved Amendment No. 3 for an additional compensation amount of \$16,500 for a new total amount not-to-exceed \$66,000 and extending the term to June 30, 2018. On June 19, 2018, the City Council approved Amendment No. 4 for an additional compensation amount of \$16,500 for a new total amount not-to-exceed \$82,500 and extending the term to June 30, 2019. Public Works staff is pleased with the quality of professional services provided by Channelkeeper and recommends approval of the proposed Amendment No. 5 to the current contract, by increasing the contract authority by \$16,500, for a total contract not-to-exceed amount of \$99,000, and extending the agreement for one year to June 30, 2020 (Attachment No. 5).

### **Explore Ecology: K-6 Storm Water Educational Outreach Services**

On September 8, 2014, the City Manager awarded Professional Services Agreement No. 2014-101 for an amount not-to-exceed \$10,938 to Explore Ecology, based upon qualifications, with a term ending September 30, 2015. On August 31, 2015, the City Manager executed an Amendment No. 1 for an additional compensation amount of \$11,208 for a new total amount not-to-exceed \$22,146 and extending the term to June 30, 2016. On June 21, 2016, the City Council authorized an Amendment No. 2 for an additional compensation amount of \$11,208 for a new total amount not-to-exceed \$33,354 and extending the term to June 30, 2017. Then on June 20, 2017, the City Council authorized Amendment No. 3 for an additional compensation amount of \$11,880 for a new total amount not-to-exceed \$45,234 and extending the term to June 30, 2018. On June 21, 2018, the City Council authorized an Amendment No. 4 for an additional compensation amount of \$11,208 for a new total amount not-to-exceed \$68,994 and extending the term to June 30, 2019. The Public Works Department is pleased with the quality of professional services provided by Explore Ecology and recommends approval of the proposed Amendment No. 5 to the current contract, by increasing the contract authority by \$11,880, for a total contract not-to-exceed amount of \$68,994, and extending the agreement for one year to June 30, 2020 (Attachment No. 6).

### **ZWorld Geospatial Information Systems: GIS Mapping Services**

On June 26, 2014, the City Manager awarded a professional services agreement No. 2014-069 for an amount not-to-exceed \$10,000 to ZWorld Geospatial Information Systems, based upon qualifications, with a term ending June 20, 2015. On June 2, 2015, the City Manager executed Amendment No. 1 for an additional compensation amount of \$10,000 for a new total amount not-to-exceed \$20,000 and extending the term to June 30, 2016. On June 21, 2016, the City Manager executed Amendment No. 2 to extend the term to June 30, 2017. Then on July 31, 2017, the City Manager executed Amendment No. 3 to extend the term to June 30, 2018. On June 19, 2018, the City Manager executed Amendment No. 4 for an additional compensation amount of \$12,000 for a new total amount not-to-exceed \$32,000 and extending the term to June 30, 2019. On October 16, 2018, the City Council executed Amendment No. 5 for an additional compensation in the amount of \$10,000 for a not-to-exceed amount of \$42,000. The Public Works Department is pleased with the quality of professional services provided by ZWorld Geospatial Information Systems and recommends approval of the proposed

Amendment No. 6 to the current contract, by increasing the contract authority by \$58,800, for a total contract not-to-exceed amount of \$100,800, and extending the agreement for one year to June 30, 2020 and providing a new scope and fee schedule (Attachment No. 7).

### FISCAL IMPACTS:

There is sufficient funds to cover these contracts subject to the approval of the Fiscal Year 2019-20 and Fiscal Year 2020-21 Budget; therefore, no additional appropriations are necessary. Vendors listed in the table below have a term extension date related to Consultant agreements, additional contract authority amounts, and are allocated by the funding source.

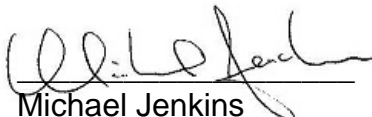
Vendor	GL Account	Annual Contract Amount	FY19-20 Proposed Budget	FY20-21 Proposed Budget	Term Extension
COM3	101-5-5500-500 Various CIP Accounts	\$50,000 \$80,650	\$140,000 CIP Accts	\$140,000	June 30, 2021
Laura Bridley	101-5-5500-500 Various CIP Accounts	\$19,000 \$25,550	\$140,000 CIP Accts	N/A	June 30, 2020
Hamner. Jewel and Associates	Various CIP Accounts	\$15,000	CIP Accts	N/A	June 30, 2020
GHD, Inc.	220-5-5500-500	\$50,000	\$100,000	\$100,000	June 30, 2021
SB Channelkeeper	211-5-5900-557	\$16,500	\$101,500	N/A	June 30, 2020
Explore Ecology	211-5-5900-557	\$11,880	\$101,500	N/A	June 30, 2020
ZWorld Geospatial Information Systems	211-5-5900-557	\$58,800	\$101,500	N/A	June 30, 2020


### ALTERNATIVES:

The City Council may elect not to authorize these contract amendments and direct the Public Works Department to seek statements of qualifications and proposals from additional qualified firms. Depending on which contracts the City Council did not authorize, doing so could cause delays in the timing of some of the City's CIP projects.

**Legal Review By:**

**Approved By:**

  
Michael Jenkins  
City Attorney

  
Michelle Greene  
City Manager

**ATTACHMENTS:**

1. Amendment No. 4 for COM3 Consulting Agreement No. 2016-075 for Professional Services
2. Amendment No. 3 for Laura Bridley Consulting Agreement No. 2016-077 for Professional Services
3. Amendment No. 2 for Hamner, Jewell and Associates Agreement No. 2017-037 for Professional Services
4. Amendment No. 1 for GHD, Inc. Agreement No. 2018-020 for On-Call Traffic Demand Modeling Services
5. Amendment No. 5 for Santa Barbara Channelkeeper Agreement No. 2014-062 for Professional Services
6. Amendment No. 5 for Explore Ecology Agreement No. 2014-101 for Professional Services
7. Amendment No. 6 for ZWorld Geospatial Information Systems Agreement No. 2014-069 for Professional Services
8. COM3 Consulting Agreement No. 2016-075 for Professional Services and Amendments No. 1 through 3 (copy available with the City Clerk's Office)
9. Laura Bridley Consulting Agreement No. 2016-077 for Professional Services and Amendments No. 1 and 2 (available online only)
10. Hamner, Jewell and Associates Agreement No. 2017-037 for Professional Services and Amendment No. 1 (available online only)
11. GHD, Inc. Agreement No. 2018-020 for Professional Services (available online only)
12. Santa Barbara Channelkeeper Agreement No. 2014-062 for Professional Services and Amendments No. 1 through 4 (available online only)
13. Explore Ecology Agreement No. 2014-101 for Professional Services and Amendments No. 1 through 4 (available online only)
14. ZWorld Geospatial Information Systems Agreement No. 2014-069 for Professional Services and Amendments No. 1 through 5 (available online only)

## **ATTACHMENT 1**

Amendment No. 4 for Professional Services No. 2016-075 with COM3 Consulting



**AMENDMENT NO. 4  
TO A PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF GOLETA  
AND  
COM3 CONSULTING, INC.**

This **Amendment No. 4** to a PROFESSIONAL SERVICES AGREEMENT is made this 4<sup>th</sup> day of June, 2019, between the CITY OF GOLETA, a municipal corporation ("City") and COM3 CONSULTING, INC., a California Corporation ("Consultant") dated June 21, 2016 ("Agreement," Agreement No. 2016-075).

**RECITALS**

**WHEREAS**, under the Agreement Consultant has provided the City with engineering and project management services in conjunction with the Ekwil Folwer Extension Project, San Jose Creek Bike Path South Segment, Goleta Transportation Improvement Plan (GTIP), and various other Capital Improvement Projects and contains a total not-to-exceed amount of \$186,000; and

**WHEREAS**, on June 20, 2017, the Agreement was amended to provide additional compensation in the amount of \$171,500 for a total not-to-exceed amount of \$358,000 (Amendment No. 1); and

**WHEREAS**, on February 20, 2018, the Agreement was amended to provide additional compensation in the amount of \$55,500 for a not-to-exceed amount of \$413,500 (Amendment No. 2); and

**WHEREAS**, on June 19<sup>th</sup>, 2018, the Agreement was amended to provide additional compensation in the amount of \$186,500 for a not-to-exceed amount of \$600,000 (Amendment No. 3); and

**WHEREAS**, the Agreement between City and Consultant currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed six hundred thousand dollars (\$600,000); and

**WHEREAS**, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of two hundred forty-one thousand dollars (\$241,000) for professional engineering and project management services; and

**WHEREAS**, the Agreement between City and Consultant currently provides in Section 6 for the termination of the Agreement on June 30, 2019; and

**WHEREAS**, the parties desire to amend the Agreement so as to extend the termination of the Agreement to June 30, 2021; and

**WHEREAS**, the Agreement did not provide for the Agreement or any amendments to be executed in counterparts by facsimile or electronic mail; and

**WHEREAS**, the parties desire to amend the Agreement to allow for execution of the Agreement and amendments by facsimile and electronic mail in order to expedite the finalization of the agreements; and

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

### **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 \$241,000 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 \$841,000 (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, 2021, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager as described in section 5 (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

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

The term of this Agreement is from the date first written above to June 30, 2021, unless the term of this Agreement is extended or the Agreement is terminated as provided for herein.

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



3. **Section 32. COUNTERPARTS AND ELECTRONIC/FACSIMILE SIGNATURES** of the Agreement is added to include counterparts and electronic/facsimile signatures as follows:

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

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

\_\_\_\_\_  
Gerald Comati, President

**ATTEST:**

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

**APPROVED AS TO FORM**



\_\_\_\_\_  
Winnie Cai, Assistant City Attorney



## **ATTACHMENT 2**

Amendment No. 3 for Professional Services No. 2016-077 with Laura Bradley



**AMENDMENT NO. 3  
TO A PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF GOLETA  
AND  
LAURA M. BRIDLEY, AICP**

This **Amendment No. 3** to a PROFESSIONAL DESIGN SERVICES by and between the **City of Goleta**, a municipal corporation ("City") and **LAURA M. BRIDLEY, AICP**, a California Corporation ("Consultant") dated June 21, 2016 ("Agreement", Agreement No. 2016-077") is made this 4<sup>th</sup> day of June, 2019.

**RECITALS**

**WHEREAS**, this Agreement is for project planning and permitting services in conjunction with Capital Improvement Program Projects contains a total not-to-exceed amount of \$64,100; and

**WHEREAS**, on June 20, 2017, the Agreement was amended to provide additional compensation in the amount of \$55,120 for a not-to-exceed amount of \$119,220 (Amendment No. 1); and

**WHEREAS**, on June 19, 2018, the Agreement was amended to provide additional compensation in the amount of \$60,345 for a not-to-exceed amount of \$179,565 and include a rated increase (Amendment No. 2); and

**WHEREAS**, the Agreement between City and Consultant currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed one hundred seventy-nine thousand five hundred sixty-five dollars (\$179,565) and

**WHEREAS**, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of forty-four thousand five hundred fifty-five dollars (\$44,550) for continued task for project planning and permitting services in conjunction with Capital Improvement Program Projects; and

**WHEREAS**, the Agreement between City and Consultant currently provides in Section 6 for the termination of the Agreement on June 30, 2019; and

**WHEREAS**, the parties desire to amend the Agreement so as to extend the termination of the Agreement to June 30, 2020; and

**WHEREAS**, the Agreement did not provide for the Agreement or any amendments to be executed in counterparts by facsimile or electronic mail; and

**WHEREAS**, the parties desire to amend the Agreement to allow for execution of the Agreement and amendments by facsimile and electronic mail in order to expedite the finalization of the agreements; and

**WHEREAS**, the City Council approved this Amendment No. 3, on this 4<sup>th</sup> day of June, 2019.

### **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 \$44,550 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 \$224,115 (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 rate shall be binding upon CONSULTANT until June 30, 2020, after which any change in said rate 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, 2020, unless the term of this Agreement is extended or the Agreement is terminated as provided for herein.

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

3. **Section 32. COUNTERPARTS AND ELECTRONIC/FACSIMILE SIGNATURES** of the Agreement is added to include counterparts and electronic/facsimile signatures as follows:

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

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

**CITY OF GOLETA**

**CONSULTANT**


\_\_\_\_\_  
Michelle Greene, City Manager

\_\_\_\_\_  
Laura M. Bridley, AICP

**ATTEST:**

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

**APPROVED AS TO FORM**

  
\_\_\_\_\_  
Winnie Cai, Assistant City Attorney





### **ATTACHMENT 3**

Amendment No. 2 for Professional Services No. 2017-037 with  
Hamner, Jewel and Associates



**AMENDMENT NO. 2  
TO A PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF GOLETA  
AND  
BEACON INTEGRATED PROFESSIONAL RESOURCES, INC.  
dba HAMNER, JEWELL & ASSOCIATES**

This **Amendment No. 2** to a PROFESSIONAL SERVICES AGREEMENT by and between the **City of Goleta**, a municipal corporation ("City") and and **BEACON INTEGRATED PROFESSIONAL RESOURCES, INC. dba HAMNER, JEWELL & ASSOCIATES**, (a California Corporation) (herein referred to as "CONSULTANT") dated June 20, 2017, ("Agreement," Agreement No. 2017-037) is made and entered into this 4<sup>th</sup> day of June, 2019.

**WHEREAS**, this Agreement is for the right of way acquisition and related real estate services in conjunction with Capital Improvement Program projects and contains a total not-to-exceed amount of \$65,000; and

**WHEREAS**, on June 19, 2018, the Agreement was amended so as to extend the termination date to June 30, 2019 ("Amendment No.1"); and

**WHEREAS**, the parties desire to amend the Agreement so as to provide for additional compensation of fifteen thousand dollars (\$15,000); and

**WHEREAS**, the Agreement between City and Consultant currently provides in Section 6 for the termination of the Agreement on June 30, 2019; and

**WHEREAS**, the parties desire to amend the Agreement so as to extend the termination of the Agreement to June 30, 2020; and

**WHEREAS**, the Agreement did not provide for the Agreement or any amendments to be executed in counterparts by facsimile or electronic mail; and

**WHEREAS**, the parties desire to amend the Agreement to allow for execution of the Agreement and amendments by facsimile and electronic mail in order to expedite the finalization of the agreements; and

**WHEREAS**, the City Council approved this Amendment No. 2, on this 4<sup>th</sup> day of June, 2019.

**AMENDED TERMS**

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

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

(a) **Maximum and Rate.** The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$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 "A," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until June 30, 2020, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager as described in Section 5 (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

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

2. **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, 2020, unless the term of this Agreement is extended or the Agreement is terminated as provided for herein.

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

3. **Section 31. COUNTERPARTS AND ELECTRONIC/FACSIMILE SIGNATURES** of the Agreement is added to include counterparts and electronic/facsimile signatures as follows:

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

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**

**CONSULTANT**

\_\_\_\_\_  
Michelle Greene, City Manager

\_\_\_\_\_  
Lillian D. Jewell, President

**ATTEST:**

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

\_\_\_\_\_  
Lillian D. Jewell, Secretary

**APPROVED AS TO FORM**



\_\_\_\_\_  
Winnie Cai, Assistant City Attorney



## **ATTACHMENT 4**

Amendment No. 1 for Professional Services No. 2018-020 with GHD, Inc.





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

This **Amendment No. 1** to a PROFESSIONAL DESIGN SERVICES by and between the **City of Goleta**, a municipal corporation ("City") and **GHD INC.**, a California Corporation ("Consultant") dated March 20, 2018 ("Agreement," Agreement No. 2018-020) is made this 4<sup>th</sup> day of June, 2019.

**RECITALS**

**WHEREAS**, the Agreement is for professional On-Call Traffic Demand Modeling (TDMS) services and contains a total not-to-exceed amount of \$60,000; and

**WHEREAS**, the parties desire to amend the Agreement so as to provide for additional compensation of one hundred thousand dollars (\$100,000) for an estimated fifty thousand dollars (\$50,000) annually and shall not exceed one hundred sixty thousand dollars (\$160,000) for continued tasks in conjunction with Traffic Demand Modeling Services (TDMS); and

**WHEREAS**, the Agreement between City and Consultant currently provides in Section 6 for the termination of the Agreement on June 30, 2019; and

**WHEREAS**, the parties desire to amend the Agreement so as to extend the termination of the Agreement to June 30, 2021; and

**WHEREAS**, the Agreement did not provide for the Agreement or any amendments to be executed in counterparts by facsimile or electronic mail; and

**WHEREAS**, the parties desire to amend the Agreement to allow for execution of the Agreement and amendments by facsimile and electronic mail in order to expedite the finalization of the agreements; and

**WHEREAS**, the City Council approved this Amendment No. 1, on this 4<sup>th</sup> day of June, 2019.

**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 \$100,000 with an estimated annual 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** one hundred sixty thousand dollars (\$160,000) 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, 2021, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager as described in Section 5 (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

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

The term of this Agreement is from the date first written above to June 30, 2021, 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 proof of insurance as required by Section 10 below, and (ii) CITY gives written authorization to proceed with the work provided by CITY's Project Manager. All services shall be completed within the term of this Agreement following the notice to proceed.

3. **Section 31. COUNTERPARTS AND ELECTRONIC/FACSIMILE SIGNATURES** of the Agreement is added to include counterparts and electronic/facsimile signatures as follows:

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

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

**CITY OF GOLETA**

**CONSULTANT**

\_\_\_\_\_  
Michelle Greene, City Manager

\_\_\_\_\_  
Kamesh Vedula PE, TE, Principal

**ATTEST:**

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

\_\_\_\_\_  
Douglas J. Ries PE, Principal

**APPROVED AS TO FORM**



\_\_\_\_\_  
Winnie Cai, Assistant City Attorney



## **ATTACHMENT 5**

Amendment No. 5 for Professional Services No. 2014-062 with Santa Barbara  
Channelkeeper



**wAMENDMENT NO. 5  
TO A PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF GOLETA  
AND  
SANTA BARBARA CHANNELKEEPER**

This **Amendment No. 5** to a PROFESSIONAL SERVICES AGREEMENT by and between the **City of Goleta**, a municipal corporation ("City") and **Santa Barbara Channelkeeper**, a 501(c)(3) non-profit organization ("Consultant"), dated May 30, 2014 ("Agreement," Agreement No. 2014-062) is made this 4<sup>th</sup> day of June, 2019.

**RECITALS**

**WHEREAS**, the City of Goleta entered into an Agreement with Santa Barbara Channelkeeper for the purpose of providing monthly water quality testing and monitoring services, pursuant to the City's Storm Water Management Plan; and

**WHEREAS**, the Agreement was entered into on May 30, 2014 with a maximum compensation of \$16,500 and a termination date of June 30, 2015; and

**WHEREAS**, the Agreement was amended on June 30, 2015 so as to provide additional compensation in the amount of \$16,500 for a total not-to-exceed amount of \$33,000 and extend the termination date to June 30, 2016 (Amendment No. 2); and

**WHEREAS**, the Agreement was amended on June 21, 2016 so as to provide additional compensation in the amount of \$16,500 for a total not-to-exceed amount of \$49,500 and extend the termination date to June 30, 2017 (Amendment No. 3); and

**WHEREAS**, the Agreement was amended on June 20, 2017 so as to provide additional compensation in the amount of \$16,500 for a total not-to-exceed amount of \$66,000 and extend the termination date to June 30, 2018 (Amendment No. 4); and

**WHEREAS**, the Agreement was amended on June 19, 2018 so as to provide additional compensation in the amount of \$16,500 for a total not-to-exceed amount of \$82,500 and extend the termination date to June 30, 2019 (Amendment No. 4); and

**WHEREAS**, Agreement between the City and Consultant currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed thirty-three thousand three hundred fifty-four dollars (\$82,500); and

**WHEREAS**, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of sixteen thousand five hundred dollars (\$16,500) to continue to provide water quality testing and monitoring services, pursuant to the City's Storm Water Management Plan; and

**WHEREAS**, the Agreement between City and Consultant currently provides in Section 6 for the termination on June 30, 2019; and

**WHEREAS**, the parties desire to amend the Agreement so as to extend the termination to June 30, 2020; and

**WHEREAS**, the Agreement did not provide for the Agreement or any amendments to be executed in counterparts by facsimile or electronic mail; and

**WHEREAS**, the parties desire to amend the Agreement to allow for execution of the Agreement and amendments by facsimile and electronic mail in order to expedite the finalization of the agreements; and

**WHEREAS**, the City Council, on this 4<sup>th</sup> day of June, 2019, approved and authorized the City Manager to execute this Contract Amendment No. 5; and

### **AMENDED TERMS**

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

1. **Section 3 COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of \$16,500 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 \$99,000 (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, 2020, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

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



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

The term of this Agreement is from the date first written above to June 30, 2020, unless the term of this Agreement is extended or the Agreement is terminated as provided for herein.

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

3. **Section 31. COUNTERPARTS AND ELECTRONIC/FACSIMILE SIGNATURES** of the Agreement is added to include counterparts and electronic/facsimile signatures as follows:

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

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

**CITY OF GOLETA**

**CONSULTANT**

\_\_\_\_\_  
Michelle Greene, City Manager

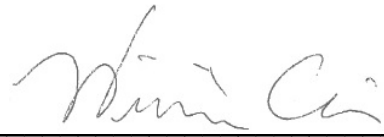
\_\_\_\_\_  
Kira Redmond, Executive Director

**ATTEST:**

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

\_\_\_\_\_  
Hand Mitchel, Treasurer

**APPROVED AS TO FORM**

  
\_\_\_\_\_  
Winnie Cai, Assistant City Attorney

## **ATTACHMENT 6**

Amendment No. 5 for Professional Services No. 2014-010 Explore Ecology



**AMENDMENT NO. 5  
TO A PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF GOLETA  
AND  
EXPLORE ECOLOGY**

This **Amendment No. 5** to a PROFESSIONAL SERVICES AGREEMENT by and between the **City of Goleta**, a municipal corporation ("City") and **Explore Ecology**, a California Corporation ("Consultant") dated September 8, 2014 ("Agreement," Agreement No. 2014-101) is made this 4<sup>th</sup> day of June, 2019.

**RECITALS**

**WHEREAS**, the City of Goleta entered into an Agreement with Explore Ecology for the purpose of providing K-6 watershed and stormwater educational services, per the City's Storm Water Management Plan; and

**WHEREAS**, the Agreement was entered into on September 8, 2014 for a total not-to-exceed amount of \$10,938 and a termination date of September 30, 2015; and

**WHEREAS**, the Agreement was amended on August 31, 2015 so as to provide additional compensation in the amount of \$11,208 for a total not-to-exceed amount of \$22,146 and extend the termination date to June 30, 2016 (Amendment No. 1); and

**WHEREAS**, the Agreement was amended on June 21, 2016 so as to provide additional compensation in the amount of \$11,208 for a total not-to-exceed amount of \$33,354 and extend the termination date to June 30, 2017 (Amendment No. 2); and

**WHEREAS**, the Agreement was amended on June 21, 2017 so as to provide additional compensation in the amount of \$11,880 for a total not-to-exceed amount of \$45,234 and extend the termination date to June 30, 2018 (Amendment No. 3); and

**WHEREAS**, the Agreement was amended on June 21, 2018 so as to provide additional compensation in the amount of \$11,880 for a total not-to-exceed amount of \$57,114 and extend the termination date to June 30, 2019 (Amendment No. 4); and

**WHEREAS**, Agreement between the City and Consultant currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed fifty-seven thousand one hundred and fourteen dollars (\$57,114); and

**WHEREAS**, the parties desire to amend the Agreement No. 2014-101 so as to provide for additional compensation in the amount of eleven thousand eight hundred eighty dollars (\$11,880) to continue to provide K-6 stormwater educational outreach services; and

**WHEREAS**, Agreement between City and Consultant currently provides in Section 6 for the termination on June 30, 2019; and

**WHEREAS**, the parties desire to amend Agreement so as to extend the termination to June 30, 2020; and

**WHEREAS**, the Agreement did not provide for the Agreement or any amendments to be executed in counterparts by facsimile or electronic mail; and

**WHEREAS**, the parties desire to amend the Agreement to allow for execution of the Agreement and amendments by facsimile and electronic mail in order to expedite the finalization of the agreements; and

**WHEREAS**, the City Council approved this Amendment No. 5 on this 4<sup>th</sup> day of June, 2019.

### **AMENDED TERMS**

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

1. **Section 3. COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of \$11,880 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 \$68,994 (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, 2020, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

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

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

The term of this Agreement is from the date first written above to June 30, 2020, unless the term of this Agreement is extended or the Agreement is terminated as provided for herein.

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

3. **Section 31. COUNTERPARTS AND ELECTRONIC/FACSIMILE SIGNATURES** of the Agreement is added to include counterparts and electronic/facsimile signatures as follows:

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

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

**CITY OF GOLETA**

**CONSULTANT**

\_\_\_\_\_  
Michelle Greene, City Manager

\_\_\_\_\_  
Lindsay Johnson, Executive Director

**ATTEST:**

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

\_\_\_\_\_  
Scott Estby, Board Treasurer

**APPROVED AS TO FORM**

  
\_\_\_\_\_  
Winnie Cai, Assistant City Attorney



## **ATTACHMENT 7**

Amendment No. 6 for Professional Services No. 2014-069 ZWorld



**AMENDMENT NO. 6  
TO A PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF GOLETA  
AND  
ZACHARIAS HUNT dba ZWORLD GEOSPATIAL INFORMATION SYSTEMS**

This **Amendment No. 6** to a PROFESSIONAL SERVICES AGREEMENT by and between the **City of Goleta**, a municipal corporation ("City") and **ZWorld Geospatial Information Systems**, a sole proprietorship ("Consultant"), dated June 26, 2014 ("Agreement," Agreement No. 2014-069) is made this 4<sup>th</sup> day of June, 2019.

**RECITALS**

**WHEREAS**, the City of Goleta entered into an Agreement with ZWorld Geospatial Information Systems for the purpose of providing monthly water quality testing and monitoring services, pursuant to the City's Storm Water Management Plan; and

**WHEREAS**, the Agreement was entered into on June 26, 2014 with a maximum compensation of \$10,000 and a termination date of June 20, 2015; and

**WHEREAS**, the Agreement was amended on June 2, 2015 so as to provide additional compensation in the amount of \$10,000 for a not-to-exceed amount of \$20,000 and extend the termination date to June 30, 2016 (Amendment No. 1); and

**WHEREAS**, the Agreement was amended on June 21, 2016 so as to extend the termination date to June 30, 2017 (Amendment No. 2); and

**WHEREAS**, the Agreement was amended on July 31, 2017 so as to extend the termination date to June 30, 2018 (Amendment No. 3); and

**WHEREAS**, the Agreement was amended on June 19, 2018 so as to provide additional compensation in the amount of \$12,000 for a not-to-exceed amount of \$32,000, to include Exhibit B-4 Schedule of Fees, and extend the termination date to June 30, 2019 (Amendment No. 4); and

**WHEREAS**, the Agreement was amended on October 16, 2018 so as to provide additional compensation in the amount of \$10,000 for a not-to-exceed amount of \$42,000 (Amendment No. 5); and

**WHEREAS**, Agreement between the City and Consultant currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed forty-two thousand (\$42,000); and

**WHEREAS**, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of fifty-eight thousand eight hundred dollars

(\$58,800) to continue to provide water quality testing and monitoring services, pursuant to the City's Storm Water Management Plan; and

**WHEREAS**, the Agreement between City and Consultant currently provides in Section 6 for the termination on June 30, 2019; and

**WHEREAS**, the parties desire to amend the Agreement so as to extend the termination to June 30, 2020; and

**WHEREAS**, the parties desire to amend the Agreement so as to include Exhibit A Scope of Work; and

**WHEREAS**, the parties desire to amend the Agreement so as to replace Exhibit B-4 Schedule of Fees; and

**WHEREAS**, the Agreement did not provide for the Agreement or any amendments to be executed in counterparts by facsimile or electronic mail; and

**WHEREAS**, the parties desire to amend the Agreement to allow for execution of the Agreement and amendments by facsimile and electronic mail in order to expedite the finalization of the agreements; and

**WHEREAS**, the City Council, on this 4<sup>th</sup> day of June 2019, approved and authorized the City Manager to execute this Contract Amendment No. 6; and

### **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 Exhibit "A" Scope of Work and read in its entirety.

Professional GIS mapping services in conjunction with The City's Stormwater Management Plan. Services shall generally include working with City staff on GIS data development, maintenance, mapping and application support for the City's storm drain Atlas / Sub-drainage mapping program and particularly set forth in the Scope of Work, attached as Exhibit "A," and incorporated herein

2. **Section 3. COMPENSATION AND PAYMENT of** this Agreement is amended to add \$58,800 in compensation and delete and replace Exhibit "B-4" with Exhibit "B-5" and read in its entirety.

(a) **Maximum and Rate.** The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$100,800 (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-5," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until June 30, 2020, 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.

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

The term of this Agreement is from the date first written above to June 30, 2020, 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.

**4. Section 31. COUNTERPARTS AND ELECTRONIC/FACSIMILE SIGNATURES** of the Agreement is added to include counterparts and electronic/facsimile signatures as follows:

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

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

**CITY OF GOLETA CONSULTANT**


\_\_\_\_\_  
Michelle Greene, City Manager

\_\_\_\_\_  
Zacharias Hunt, Owner

**ATTEST:**

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

**APPROVED AS TO FORM**

  
\_\_\_\_\_  
Winnie Cai, Assistant City Attorney

## **EXHIBIT A SCOPE OF WORK**

### **Task 1 – Field Collection Perform field work necessary to collect Storm Water data (420 Hours)**

#### **GIS Technician**

- 1.1 Location (GPS Lat/Long) - Collect GPS Position of Inlets, Outlets, and Maintenance Holes.
- 1.2 Generate Storm Water Identification Number (ID) - Apply unique ID for each Storm Water asset.
- 1.3 Asset Dimensions - Collect Height, Width, Length, Diameter, and Depth measurements for each SW Asset.
- 1.4 Asset Material Type - Collect the material type for each asset. Example: CMP, RCP, etc.
- 1.5 Trash Device - Identify Trash Capture Devices.
- 1.6 Photography - Collect Photography of each SW Asset, including context photo. For each Inlet and Outlet a 360 degree photo will be collected.
- 1.7 Other Inlet Infrastructure Data – Installation date (if applicable), record drawings (if applicable), connections, hydraulic watershed, capacity design size and need, and labelling need.
- 1.8 Other Outlet Infrastructure Data – Installation date (if applicable), record drawings (if applicable), connections, Waterbody draining to, and energy dissipators.
- 1.9 Other Conveyance Infrastructure Data – Type of conveyance, notes of connections or contributions from private property, connections, materials, and manhole location.

#### **Deliverables:**

Shapefiles and excel spreadsheets of data and JPEG photos for each stormwater asset.

### **Task 2 – Processing of field data and applying further attribute data (480 Hours)**

#### **GIS Analyst**

- 2.1 Post-Processing of GPS data - Post processing of GPS field data to create a final horizontal accuracy of +/- 1 foot.

- 2.2 Maintenance of Asset - Determine who is responsible for maintenance. Example: City, Private, County, or CalTrans.
- 2.3 Asset Photos - Development of field photos and create association to each asset with link.
- 2.4 Record Drawing Connection - Identify and connect pertinent As-Built and related documents to each Storm Water Asset.
- 2.5 Additional info supplied from City Staff - Add additional information to the GIS data as supplied from staff or needed corrections from staff after data review.
- 2.6 Underground Drainage - Create Underground Drainage data from field collection.
- 2.7 Surface Drainage - Create Surface Drainage data from field collection.

Deliverables:

Shapefiles and excel spreadsheets of data for each stormwater asset.



**EXHIBIT B-5  
SCHEDULE OF FEES**

<b>Service</b>	<b>Rate per Hour</b>
<b>Emergency Support</b>	
First 48 Billable Hours	\$65
After First 48 Billable Hours	\$95
On Call Status (Minimum 2 Hours)	\$10
<b>GIS Planning</b>	
Needs Assessment	\$95
Strategic Plan	\$120
<b>GIS Data</b>	
GIS Data Conversion	\$80
GIS Data Analysis	\$90
<b>Staff Supplement</b>	
GIS Technician	\$60
GIS Analyst	\$70
GIS Supervisor	\$80



## **ATTACHMENT 8**

COM3 Consulting Agreement No. 2016-075 for Professional Services and Amendments  
No. 1 through 3 (copy available with the City Clerk's Office)





Project Name: Engineering Project Management Services

**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN THE CITY OF GOLETA  
AND  
COM3 CONSULTING, INC.**

This AGREEMENT FOR PROFESSIONAL SERVICES is made and entered into this 21st day of June, 2016, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **COM3 CONSULTING, INC.**, (herein referred to as "CONSULTANT").

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

**WHEREAS**, CONSULTANT was recommended for award of this AGREEMENT by the Public Works Director through a competitive Request For Qualifications (RFQ) process based on his prior experience providing project management services on capital improvement projects; and

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

**WHEREAS**, the City Council, on this 21st day of June, 2016, 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 Engineering and Project Management services in conjunction with, but not limited to Ekwill Fowler Extension Project; Hollister Avenue Bridge Replacement; San Jose Creek Bike Path South Segment; Goleta Transportation Improvement Program (GTIP) and various other Capital Improvement Program (CIP) projects. Services shall include Project and

Program Management Assistance, 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 \$186,500 (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 Kathy Garcia. Project Manager shall have the authority to act on behalf of the CITY in administering

this AGREEMENT but shall not be authorized to extend the term of the AGREEMENT or increase the not to exceed amount.

**6. TERM, PROGRESS AND COMPLETION**

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

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

CONSULTANT shall comply with the federal Americans with Disability Act, Public Law 101-336, and observe the disability discrimination prohibitions of such laws in the performance of the work required under this AGREEMENT.

**22. 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.

**23. NON-APPROPRIATION OF FUNDS**

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

**24. MODIFICATION OF AGREEMENT**

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

**25. USE OF THE TERM "CITY"**

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

## 26. PERMITS AND LICENSES

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

**27. CAPTIONS**

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

## 28. AUTHORIZATION

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

## 29. ENTIRE AGREEMENT BETWEEN PARTIES

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

### 30. PARTIAL INVALIDITY

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

## 31. NOTICES

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


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

TO CONSULTANT:

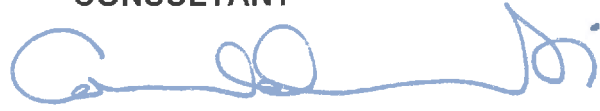
Gerald Comati, President  
COM3 Consulting, Inc.  
~~214 E. Victoria Street~~ 1943 Grand Avenue  
Santa Barbara, CA ~~93101~~ 93103

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

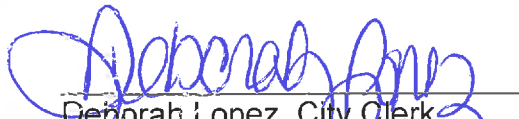
CITY OF GOLETA

  
Michelle Greene, City Manager

CONSULTANT


  
Gerald Comati, President

ATTEST:

  
Deborah Lopez, City Clerk

  
Janean Comati, Chief Financial Officer

APPROVED AS TO FORM

  
Tim W. Giles, City Attorney

## **Exhibit A Scope of Work**

### **1. Goleta Transportation Improvement Plan (GTIP):**

- a. Oversee update of existing and preparation of new cost estimates for the 2016 GTIP.
- b. Coordination with Traffic Consultant regarding development of Traffic Impact Fees.

### **2. Project Specific Project Management:**

Serve as project management lead for the following projects:

- **Ekwill/Fowler Extension Project**
- **Hollister Avenue Bridge Project**
- **San Jose Creek South Bike Path**

Services to include:

- a. Provide continuous interface with City staff regarding projects.
- b. As required, schedule and attend project team meetings and prepare meeting agendas and action items.
- c. Follow up to ensure action items are complied with.
- d. Oversee engineering consultants.
- e. Coordinate with other agencies including Caltrans, SBCAG, City of Santa Barbara, SB Bicycle Coalition, Resource Agencies, and County Flood Control.
- f. Prepare project status reports for projects as required.
- g. Prepare, review and comment on any cooperative agreements necessary for projects.
- h. Prepare project correspondence for City as required.
- i. Provide technical review and comment on consultant deliverables.
- j. Development/maintenance of project schedules.
- k. Track and monitor project costs.
- l. Track and monitor project funding.
- m. Maintain Project Finance Plans.
- n. Coordinate with Caltrans on HBP and STIP funding and prepare STIP and HBP funding documentation as required.
- o. Assist City Staff in preparation of grant funding claims as necessary.
- p. Assist City in securing additional funding for project, as necessary.
- q. Prepare RFP's for professional services, as required to continue progress of projects.
- r. Attend public hearings as required.
- s. Track right of way acquisition process.
- t. Meet with private property owners as required.

### **3. Project Management Assistance:**

Provide project management assistance for other project, as requested by the City. Possible services include, but are not limited to the following:

- a. Provide continuous interface with City staff regarding projects.
- b. Attend Project meetings and prepare meeting agendas and action items.
- c. Follow up to ensure action items are performed.
- d. Coordination with engineering consultants.
- e. Coordinate with other agencies.
- f. Provide technical review and comment on consultant deliverables.
- g. Development/maintenance of project schedules.
- h. Prepare bid-packages.
- i. Track and monitor project costs.
- j. Track and monitor all funding.
- k. Prepare grant funding claims as required.
- l. Prepare Grant Applications.
- m. Prepare RFP's for professional services, as required to continue progress of projects.



**Exhibit B**  
**Schedule of Fees**

	\$/Hr
Gerald Comati, President	\$170
Various, Administrative Support	\$45

**AMENDMENT NO. 1  
TO A PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF GOLETA  
AND  
COM3 CONSULTING, INC.**

**This Amendment No. 1** is made this 20<sup>th</sup> day of June, 2017 to a PROFESSIONAL SERVICES AGREEMENT between the **CITY OF GOLETA** ("City") and **COM3 CONSULTING, INC.** ("Consultant") dated June 21, 2016 ("Agreement" No. 2016-075).

**RECITALS**

**WHEREAS**, under the Agreement Consultant has provided the City with project management services; and

**WHEREAS**, the Agreement No. 2016-075 between City and Consultant currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed one hundred eighty-six thousand dollars (\$186,500); and

**WHEREAS**, the parties desire to amend the Agreement No. 2016-075 so as to provide for additional compensation in the amount of one hundred seventy one thousand five hundred dollars (\$171,500) for continued professional engineering and project management services in conjunction with, but not limited to Ekwil Fowler Extension Project; Hollister Avenue Bridge Replacement; San Jose Creek Bike Path South Segment; Goleta Transportation Improvement Program (GTIP) and various other Capital Improvement Program (CIP) projects; and

**WHEREAS**, the Agreement No. 2016-075 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 of the agreement to June 30, 2018; and

**WHEREAS**, the Agreement between City and Consultant currently provides in Exhibit B entitled "Schedule of Fees" the hour rates for Consultant; and

**WHEREAS**, the parties desire to amend Exhibit B of the Agreement to identify new hourly rates; and

**WHEREAS**, the City Council, on this 20<sup>th</sup> day of June, 2017, approved this Amendment No. 1.

## AMENDED TERMS

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

1. **Section 3 Subsection (a). COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of \$171,500 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 \$358,000 (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 as described in section 5 (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

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

The term of this Agreement is from the date first written above to June 30, 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 within the term of this Agreement following the notice to proceed.

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

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


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

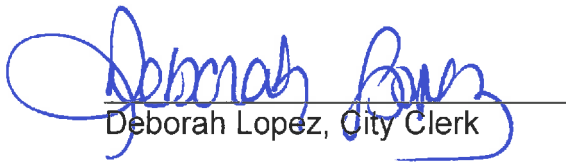
CITY OF GOLETA

  
Michelle Greene, City Manager

CONSULTANT

  
Gerald Comati, President

ATTEST:

  
Deborah Lopez, City Clerk

  
Jenean Comati, Chief Financial Officer

APPROVED AS TO FORM

  
Winnie Cai, Deputy City Attorney

**Exhibit B-1  
Schedule of Fees**

	\$/Hr
Gerald Comati, President	\$175
Various, Administrative Support	\$45



**AMENDMENT NO. 2  
TO A PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF GOLETA  
AND  
COM3 CONSULTING, INC.**

**This Amendment No. 2** to a PROFESSIONAL SERVICES AGREEMENT is made this 20<sup>th</sup> day of February, 2018, between the **CITY OF GOLETA**, a municipal corporation ("City") and **COM3 CONSULTING, INC.**, a California Corporation ("Consultant") dated June 21, 2016 ("Agreement," Agreement No. 2016-075).

**RECITALS**

**WHEREAS**, under the Agreement Consultant has provided the City with engineering and project management services in conjunction with the Ekwill Folwer Extension Project, Hollister Avenue Bridge Replacement, San Jose Creek Bike Path South Segment, Goleta Transportation Improvement Program (GTIP), and various other Capital Improvement Projects; and

**WHEREAS**, on June 20, 2017, the Agreement was amended to provide additional compensation in the amount of \$171,500, extend the term to June 30, 2019, and replace Exhibit B; and

**WHEREAS**, the Agreement between City and Consultant currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed three hundred fifty-eight thousand dollars (\$358,000); and

**WHEREAS**, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of fifty-five thousand five hundred dollars (\$55,500) for professional engineering and project management services; and

**WHEREAS**, the City Council approved this Amendment No. 2, pursuant to Goleta Municipal Code Section 3.05.240 on this 20<sup>th</sup> day of February, 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 \$55,500 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 \$413,500 (herein "not to exceed amount"), and shall be earned as the work progresses.

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.

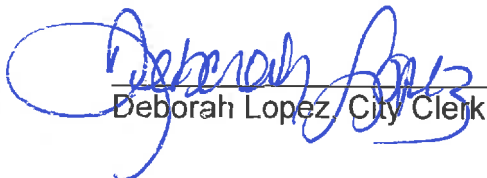
**CITY OF GOLETA**

  
F72 Michelle Greene, City Manager

**CONSULTANT**


  
Gerald Comati, President

**ATTEST:**

  
Deborah Lopez, City Clerk

  
Jenean Comati, Chief Financial Officer

**APPROVED AS TO FORM**

  
Winnie Cai, Deputy City Attorney

**AMENDMENT NO. 3  
TO A PROFESSIONAL DESIGN SERVICES AGREEMENT  
BETWEEN THE CITY OF GOLETA  
AND  
COM3 CONSULTING, INC.**

**This Amendment No. 3** a PROFESSIONAL SERVICES AGREEMENT is made this 19<sup>th</sup> day of June, 2018, between the **CITY OF GOLETA**, a municipal corporation ("City") and **COM3 CONSULTING, INC.**, a California Corporation ("Consultant") dated June 21, 2016 ("Agreement," Agreement No. 2016-075).

**RECITALS**

**WHEREAS**, under the Agreement Consultant has provided the City with engineering and project management services in conjunction with the Ekwil Folwer Extension Project, San Jose Creek Bike Path South Segment, Goleta Transportation Improvement Plan (GTIP), and various other Capital Improvement Projects; and

**WHEREAS**, on June 21, 2016, the parties entered into an agreement for a total not-to-exceed amount of \$186,000; and

**WHEREAS**, on June 20, 2017, the Agreement was amended to provide additional compensation in the amount of \$171,500 for a total not-to-exceed amount of \$358,000 (Amendment No. 1); and

**WHEREAS**, on February 20, 2018, the Agreement was amended to provide additional compensation in the amount of \$55,500 for a not-to-exceed amount of \$413,500 (Amendment No. 2); and

**WHEREAS**, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of one hundred eighty-six thousand five hundred dollars (\$186,500) for professional engineering and project management services; and

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

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

**WHEREAS**, the City Council approved this Amendment No. 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 \$186,500 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 \$600,000 (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, 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. **Section 6. TERM, PROGRESS AND COMPLETION** of the Agreement is amended to extend the term for an additional year, to read in its entirety.


The term of this Agreement is from the date first written above to June 30, 2019, unless the term of this Agreement is extended or the Agreement is terminated as provided for herein.

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

  
Gerald Comati, President

**ATTEST:**

  
Deborah Lopez, City Clerk

  
~~Jenean Comati~~, Chief Financial Officer  
Gerald Comati

**APPROVED AS TO FORM**

  
Winnie Cai, Deputy City Attorney

## **ATTACHMENT 9**

Laura Bridley Consulting Agreement No. 2016-077 for Professional Services and Amendments No. 1 and 2 (copy available with the City Clerk's Office)



Project Name: Development Review,  
Planning and Permitting Services

**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN THE CITY OF GOLETA  
AND  
LAURA M. BRIDLEY, AICP**

This AGREEMENT FOR PROFESSIONAL SERVICES is made and entered into this 21st day of June, 2016, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **LAURA M. BRIDLEY, AICP**, (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 of this AGREEMENT by the Public Works Director through a competitive Request For Qualifications (RFQ) process based on ongoing experience and familiarity with City projects and environmental processes; and

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

**WHEREAS**, the City Council, on this 21st day of June, 2016, 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 Professional Planning services to be performed by CONSULTANT include planning and permit services and development review services as follows:

Professional Planning and Permitting Services in conjunction with several Capital Improvement Projects (CIP) in the Public Works Department.

Services shall generally include, but not limited to general planning and permitting services for the following projects assigned to the CIP Division: Hollister Complete Streets Corridor Plan, Ekwil Fowler Street Extensions Project, San Jose Creek Bike Paths South and Middle Extents, Cathedral Oaks Overcrossing Landscaping, Old Town Sidewalk Improvements, Hollister Avenue Bridge Replacement Project, Ward Drive Class II Bike Lanes, Rectangular Rapid Flashing Beacons (RRFB) at Chapel/ High Intensity Activated Crosswalk (HAWK) at Kingston, Facilities Improvements, Fairview at U.S. 101, Fairview at Stow Canyon, Rancho La Patera paving, Amtrak Station, Covington Storm Drain, Magnolia Sidewalks and general contingency funds for projects as needed, as more particularly set forth in the Scope of Work, attached as Exhibit "A," and incorporated herein.

Development Review services in conjunction with various projects submitted by the public for different discretionary and non-discretionary permits. Services shall generally include:

1. Participate in the Development Review Committee (DRC).
2. Review project submittals, which will include plans, studies and other assorted document in support of a project development.
3. Do site visits in order to confirm accuracy of submitted information from the applicant.
4. Coordinate with other Public Works staff to provide for an all-inclusive response from all of the different sections of Public Works including but not limited to Traffic Engineering, Capital Improvement Program, Solid Waste and Storm Water.
5. Prepare response memos to the Planning Staff.
6. Prepare conditions of approval for project approval in accordance with Public Works engineering standards.

### **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 \$64,100 (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 rate shall be binding upon CONSULTANT until June 30, 2017, after which any change in said rate 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 Kathy Garcia. Project Manager shall have the authority to act on behalf of the CITY in administering this AGREEMENT but shall not be authorized to extend the term of the AGREEMENT or increase the not to exceed amount.

#### **6. TERM, PROGRESS AND COMPLETION**

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

CONSULTANT shall not commence work on the services to be performed until (i) CONSULTANT furnishes proof of insurance as required by paragraph 10 below, and (ii) CITY gives written authorization to proceed with the work provided by CITY's Project Manager. All services shall be completed within the term of the contract 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. Laura M. Bridley 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 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 \$500,000 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.

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. NONDISCRIMINATION**

CONSULTANT shall comply with the federal Americans with Disability Act, Public Law 101-336, and observe the disability discrimination prohibitions of such laws in the performance of the work required under this AGREEMENT.

**22. 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.

**23. NON-APPROPRIATION OF FUNDS**

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

**24. MODIFICATION OF AGREEMENT**

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

**25. USE OF THE TERM "CITY"**

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

**26. PERMITS AND LICENSES**

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

**27. CAPTIONS**

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

**28. AUTHORIZATION**

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

**29. ENTIRE AGREEMENT BETWEEN PARTIES**

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

**30. PARTIAL INVALIDITY**

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

**31. NOTICES**


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

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

TO CONSULTANT: Laura M. Bridley, AICP  
118 Mohawk Road  
Santa Barbara, CA 93109

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

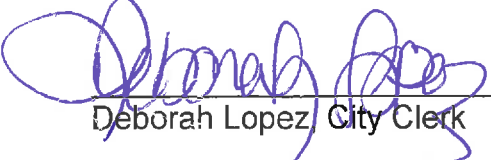
**CITY OF GOLETA**

  
Michelle Greene, City Manager

**CONSULTANT**

  
Laura M. Bridley, AICP

**ATTEST:**

  
Deborah Lopez, City Clerk

**APPROVED AS TO FORM**

  
Tim W. Giles, City Attorney

## **Exhibit A Scope of Work**

### **1. Hollister Completed Streets Corridor Plan:**

- a. Previously known as Hollister Avenue Redesign. Assist with determination of environmental documentation; coordinate with Planning and Environmental Review (PER) regarding same.

### **2. Ekwill Fowler Project:**

- a. Work on the Development Plan extension and possible revision for exclusion of Fowler, prepare and manage application to the California Coastal Commission for a Coastal Development permit (CDP) from that agency, anticipated to be filed this fiscal year. This work shall include project planning of case for City procedures and Coastal Commission process, including preparation and distribution of notices, reports and mailings for required public hearings.
- b. Weekly team meetings, phone conferences with public agency staffs as the applications proceed through City of Goleta and Coastal Commission processes.
- c. Coordination with other team members regarding documentation and permitting details for inclusion in applications to State Fish and Game and Army Corps of Engineers.

### **3. Hollister Avenue Bridge Replacement Project:**

This project includes coordination with consultants to include the Hollister Bridge Replacement Project in any permitting references for Ekwill Street extension project, including guidance on various environmental issues arising from final design and permitting.

### **4. San Jose Creek Bike Paths – South and Middle Segment**

Remain available for various team needs related to permitting by other departments and agencies, and review of planning and environmental documents associated with the project, including NEPA consistency. Attend meetings, review plans and undertake permitting for south extent portion of project, located in Coastal Zone and therefore needing a Development Plan and Coastal Development Permit.

### **5. Cathedral Oaks Overcrossing Landscaping:**

Provide follow up assistance to Public Works as project moves toward construction and serve as liaison to Coastal Commission for compliance needs with that agency.

### **6. Old Town Sidewalk Improvements:**

Assist with determination of environmental documentation, coordinate with Planning and Environmental Review (PER) regarding same.

7. Ward Drive Class II Bike Lanes:

Draft a Notice of Exemption per CEQA for this capital maintenance project that will add bike lanes to the existing cross section of Ward Drive, all within City Right-of-way. Review plans, draft document with engineer, route to Planning for signature and revise as necessary and file with County Clerk-Recorder Office.

8. RRFB @ Chapel / HAWK @ Kingston Covington Storm Drain:

Draft Notice of Exemption per CEQA for these street crossing improvements within City Right-of-way. Review project with engineer, draft document, review with Planning, revise and file with County Clerk.

9. Facilities Improvements

General assistance with permitting needs and possible environmental clearances for various City-owned facilities, including parks, buildings, recreational facilities.

10. Fairview at Calle Real / U.S. 101 Sidewalk Infill

Draft a Notice of Exemption per CEQA for this sidewalk improvement project at Fairview and U.S. 101 southbound. Review plans, draft document with engineer, review with Planning, revise as necessary and file with County Clerk-Recorder Office.

11. Fairview Avenue Sidewalk Infill at Stow Canyon

Draft a Notice of Exemption per CEQA for this project to close gap on east side of Fairview south of Stow Canyon Road. Review plans, draft document with engineer, route to Planning for signature and revise as necessary and file with County Clerk-Recorder Office.

12. Rancho La Patera

Draft a Notice of Exemption per CEQA for this project to reconstruct parking lot and remove tree roots, correct drainage issues. Review plans, draft document with engineer, route to Planning for signature and revise as necessary and file with County Clerk-Recorder Office.

13. Amtrak Depot

Assist with environmental determination for this project to provide improvements at Amtrak Depot.



14. Covington Storm Drain

Continue assisting Public Works staff with interagency, permitting and environmental coordination in addressing storm drain system from Cathedral Oaks to Lake Los Carneros.

15. Magnolia Sidewalk Infill

Draft a Notice of Exemption per CEQA for this project to construct sidewalk on the east side of Magnolia Avenue, south of Hollister Ave. Review plans, draft document with engineer, route to Planning for signature and revise as necessary and file with County Clerk-Recorder Office.

16. Contingency included in scope to provide general planning assistance on various projects, as needs arise, including cost estimates for planning permits, interagency coordination, environmental documents such as Categorical Exemptions for minor capital and maintenance projects (e.g. methacrylate deck sealing, overlays, tennis court resurfacing etc.) other than those listed above, all of which would be billed to specific capital project accounts.

CONSULTANT shall deliver to CITY all memos and conditions of approval in accordance with the time lines set forth by the Planning staff and the Principal Civil Engineer.

**Exhibit B**  
**Schedule of Fees**

Laura M. Bridley, AICP – CIP Services	\$130/Hr
Development Review Services	\$95/Hr

**AMENDMENT NO. 1  
TO A PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF GOLETA  
AND  
LAURA M. BRIDLEY, AICP**

**This Amendment No. 1** ("Amendment") is made this 20<sup>th</sup> day of June, 2017 to the PROFESSIONAL SERVICES AGREEMENT between the **CITY OF GOLETA** ("City") and **LAURA M. BRIDLEY, AICP** ("Consultant") dated June 21, 2016 ("Agreement" No. 2016-077").

**RECITALS**

**WHEREAS**, under the agreement, Consultant has provided the City with project planning and permitting services under Agreement No. 2016-077; and

**WHEREAS**, the Agreement between City and Consultant currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed sixty-four thousand one hundred dollars (\$64,100); and

**WHEREAS**, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of fifty-five thousand one hundred twenty dollars (\$55,120) for continued Professional Planning and Permitting Services in conjunction with several Capital Improvement Projects (CIP); 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 providing general planning assistance on various projects as more completely and particularly set forth in the Scope of Work, attached as Exhibit "A-1"; and

**WHEREAS**, the City Council approved this Amendment No.1, per the Goleta 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 3 Subsection (a). COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of \$55,120 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 \$119,220 (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 rate shall be binding upon CONSULTANT until June 30, 2018, after which any change in said rate and expenses must be approved in writing by CITY's Project Manager, as described in section 5 (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

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


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

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

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

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

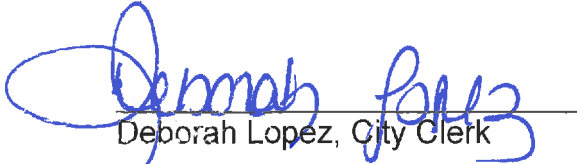
**CITY OF GOLETA**

  
Michelle Greene, City Manager

**CONSULTANT**

  
Laura M. Bridley, AICP

**ATTEST:**

  
Deborah Lopez, City Clerk

**APPROVED AS TO FORM**

  
Winnie Cai, Deputy City Attorney

**Exhibit A-1**  
**Scope of Services**

1. Hollister Complete Streets Corridor Plan (9001):

- a. Assist with determination of environmental document, noticing, assist with or complete notices and routing to state/fed agencies per Planning and Environmental Review (PER) Department standards. (Budget estimate: \$1,560)

2. Ekwill Fowler Project (9002):

- a. Continue processing the City's Development Plan extension, prepare and manage Coastal Development Permit Application with California Coastal Commission to get to hearing late 2017. This work will include project planning of case for City procedures and Coastal Commission process, including preparation and distribution of notices, reports and mailings for required public hearings.
- b. Weekly team meetings, permit coordination and phone conferences with public agency staffs as the applications proceed through City of Goleta and Coastal Commission processes. (Budget Estimate \$20,800)

3. San Jose Creek Bike Path – South Segment (9006)

Remain available for team needs related to permitting by other departments and agencies, and review of planning and environmental documents associated with the project, including NEPA consistency. Attend meetings, review plans and undertake permitting for south extent portion of project, located in Coastal Zone and therefore needing a Development Plan and Coastal Development Permit. (Budget Estimate: \$2,080)

4. Old Town Sidewalk Improvements (9031):

Assist and review environmental documentation, coordinate with Planning and Environmental Review (PER) regarding same, and possible noticing and DRB review. (Budget Estimate: \$2,080)

5. Hollister Avenue Bridge Replacement Project (9033):

Coordinate City CEQA compliance and permitting of the Hollister Bridge Replacement Project as it relates to Ekwill Street – Fowler Road extension project, including guidance on various environmental issues arising from final design and permitting. (Budget: \$2,080)

6. Hollister Class I Bike Lane (9039):

Assist with follow up to CDP issuance for first phase of this improvement and amendment to CDP for expansion of Bike Path, via liaison function with Coastal Commission. (Budget: \$1,040)

7. Storke Road Widening (9042):

Assist with CEQA notice of exemption, related notices or coordination with City PER Department. (Budget Estimate: \$2,080)

8. Hollister Widening (by Westar) (9044):

Assist with CEQA notice of exemption, related notices or coordination with City PER Department. (Budget Estimate: \$780)

9. Ward Drive Class II Bike Lanes (9046):

Assist with follow up to CDP issuance for first phase of this improvement and amendment to CDP for expansion of Bike Path, via liaison function with Coastal Commission for compliance needs with that agency. (Budget: \$1,040)

10. Cathedral Oaks Sink Hole / Crib Wall at Calle Real (9053)

Assist with securing Coastal Commission approval of this project as covered under prior road construction or as repair thereto; coordination with design team and project manager and filing of appropriate CEQA clearance, applications to Coastal Commission. (Budget: \$5,200)

11. RRFB @ Chapel / HAWK @ Kingston Covington Storm Drain (9058):

Draft Notice of Exemption per CEQA for these street crossing improvements within City Right-of-way. Review project with engineer, draft document, review with Planning, revise and file with County Clerk. (Budget: \$1,300)

12. Fairview Avenue Sidewalk Infill at Stow Canyon (9060)

Draft a Notice of Exemption per CEQA for this project to close gap on east side of Fairview south of Stow Canyon Road. Review plans, draft document with engineer, route to Planning for signature and revise as necessary and file with County Clerk. (Budget: \$1,300)

13. Fairview at Calle Real / U.S. 101 Sidewalk Infill (9070)

Draft a Notice of Exemption per CEQA for this sidewalk improvement project at Fairview and U.S. 101 southbound. Review plans, draft document with engineer, review with Planning, revise as necessary and file with County Clerk. (Budget: \$1,300)

14. Calle Real @ La Patera Sidewalk Infill (9091)

Draft a Notice of Exemption per CEQA for this sidewalk improvement, review plans, draft document with engineer, review with Planning, revise as necessary and file with County Clerk. (Budget: \$1,300)

15. Storke Road Widening (9062)

Draft a Notice of Exemption per CEQA for this roadway improvement to install medians south of Camino Real, review plans, draft NOE, review with engineer and Planning, revise as necessary and file with County Clerk. (Budget: \$1,560; assumes no Coastal permitting)

16. Reclaimed Water Line – Bella Vista (9065)

Draft a Notice of Exemption per CEQA. Review plans, draft document with engineer, review with Planning, revise as necessary and file with County Clerk. (Budget: \$1,300)

Draft a Notice of Exemption per CEQA for this project to reconstruct parking lot and remove tree roots, correct drainage issues. Review plans, draft document with engineer, route to Planning for signature and revise as necessary and file with County Clerk.

17. Facilities Improvements (9069)

General assistance with permitting needs and possible environmental clearances for various City-owned facilities, including parks, buildings, recreational facilities. (Budget: \$1,560)

18. Rancho La Patera (9078)

Assist advisory City review (DRB) for improvements at this City owned facility, draft Notice of Exemption if needed, file with County Clerk, general coordination with engineering staff. (Budget: \$1,560)



19. Amtrak Depot

Assist with environmental determination for this project to provide improvements at Amtrak Depot. (Budget: \$1,040)

20. Covington Storm Drain (9081)

Continue assisting Public Works staff with interagency, permitting and environmental coordination in addressing storm drain system from Cathedral Oaks to Lake Los Carneros. (Budget: \$1,040)

21. Contingency / General Fund Planning Support (No CIP # - General Fund)

This item is included in scope to provide general planning assistance on various projects, as needs arise, including cost estimates for planning permits, interagency coordination, environmental documents such as Categorical Exemptions for minor capital and maintenance projects (e.g. methacrylate deck sealing, overlays, tennis court resurfacing etc.) other than those listed above, all of which would be billed to specific capital project accounts. (Budget: \$3,120)

**AMENDMENT NO. 2  
TO A PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF GOLETA  
AND  
LAURA M. BRIDLEY, AICP**

**This Amendment No. 2** ("Amendment") is made this 19<sup>th</sup> day of June, 2018 to the PROFESSIONAL SERVICES AGREEMENT between the **CITY OF GOLETA** ("City") and **LAURA M. BRIDLEY, AICP** ("Consultant") dated June 21, 2016 ("Agreement", Agreement No. 2016-077").

**RECITALS**

**WHEREAS**, under the Agreement, Consultant has provided the City with project planning and permitting services in conjunction with Capital Improvement Program Projects; and

**WHEREAS**, on June 20, 2017, the Agreement was amended by Amendment No. 1 to provide additional compensation in the amount of \$55,120 for a not-to-exceed amount of \$119,220; and

**WHEREAS**, the Agreement between City and Consultant currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed one hundred nineteen thousand two hundred and twenty dollars (\$119,220); and

**WHEREAS**, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of sixty-thousand three hundred forty-five dollars (\$60,345) for project planning and permitting services in conjunction with Capital Improvement Program Projects; and

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

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

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

**WHEREAS**, the parties desire to amend the rates to reflect a rate increase; and

**WHEREAS**, the City Council approved this Amendment No. 2 on this 19<sup>th</sup> day of June, 2018.

**AMENDED TERMS**

City of Goleta  
Amendment No. 2 to Agreement No. 2016-077  
Page 1 of 4

**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 \$60,345 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 \$179,565 (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 rate shall be binding upon CONSULTANT until June 30, 2019, after which any change in said rate 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 to June 30, 2019 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.

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

**Exhibit B "Compensation"** with **Exhibit B-1 "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**

  
Laura M. Bradley, AICP

**ATTEST:**

  
Deborah Lopez, City Clerk

**APPROVED AS TO FORM**

  
Winnie Cai, Deputy City Attorney

**EXHIBIT B-1  
SCHEDULE OF FEES**

Laura M. Bridley, AICP CIP Services	\$135/hr
Development Review Services	\$95/hr



## **ATTACHMENT 10**

Hamner, Jewell and Associates Agreement No. 2017-037 for Professional Services and  
Amendment No. 1 (copy available with the City Clerk's Office)





Project Name: On Call Services Acquisition and  
Real Estate Services

**AGREEMENT FOR PROFESSIONAL DESIGN SERVICES  
BETWEEN THE CITY OF GOLETA  
AND  
BEACON INTEGRATED PROFESSIONAL RESOURCES, INC.  
dba HAMNER, JEWELL & ASSOCIATES**

This **AGREEMENT FOR PROFESSIONAL DESIGN SERVICES** (herein referred to as "AGREEMENT") is made and entered into this 20<sup>th</sup> day of June, 2017, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **BEACON INTEGRATED PROFESSIONAL RESOURCES, INC. dba HAMNER, JEWELL & ASSOCIATES**, (herein referred to as "CONSULTANT").

**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 by the Public Works Director based on experience and knowledge of right of way (ROW) from other current Capital Improvement Program projects; and

**WHEREAS**, CONSULTANT was selected for award of this AGREEMENT after a Request for Qualifications; and

**WHEREAS**, the City Council, on this 20<sup>th</sup> day of June, 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:

Professional on-call right of way acquisition and related real estate services in conjunction with Capital Improvement Program projects. Services shall generally include consultations and services associated with planning, budgeting, and implementing projects that may involve the purchase of

property rights, including but not limited to obtaining title reports and appraisals, preparing and presenting purchase offers on behalf of the City, and handling the processing of real property purchase transactions through closure and recordation.

CONSULTANT shall obtain appraisals in accordance with the Government Code and eminent domain requirements and prepare offer packages based upon the appraisal for presentation to each involved property owner. The offer packages shall include an offer letter, Appraisal Summary Statement, proposed Right of Way Agreement and Deed. These documents shall be presented to the City of Goleta Project Manager, as described in section 5 for review and pre-approval prior to presenting offers to property owners.

### **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 \$65,000 (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 "A," 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 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 Rosemarie Gaglione. Project Manager shall have the authority to act on behalf of the CITY in administering this AGREEMENT but shall not be authorized to extend the term of the AGREEMENT or increase the not to exceed amount.

**6. TERM, PROGRESS AND COMPLETION**

The term of this AGREEMENT is from the date first written above to June 30, 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 the agreement 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. Lillian D. Jewell and Cathy Springford are deemed to be specially experienced and are key members of CONSULTANT's firm, and shall be directly involved in performing, supervising or assisting in the performance of this work. These key personnel 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. CONSULTANT must not subcontract any of the services described in Section 2 without CITY's prior consent in writing. This AGREEMENT is not assignable by CONSULTANT without City's prior consent in writing.

City of Goleta  
PWD agreement with Hamner, Jewell & Associates  
Page 3 of 11

## **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 indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, except such loss or damage which is caused by the sole active negligence or willful misconduct of the CITY. Should conflict of interest principles preclude a single lawyer from representing both CITY and CONSULTANT, or should CITY otherwise find CONSULTANT's legal counsel unacceptable, then CONSULTANT shall reimburse the CITY its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The CONSULTANT shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the CONSULTANT's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this AGREEMENT.

**(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 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: City Manager  
City of Goleta  
130 Cremona Drive, Suite B  
Goleta, CA 93117


TO CONSULTANT:          Attention: Lillian D. Jewell  
Hamner, Jewell & Associates  
530 Paulding, Suite A  
Arroyo Grande, CA 93420

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

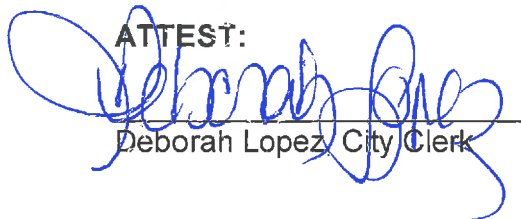
**CITY OF GOLETA**

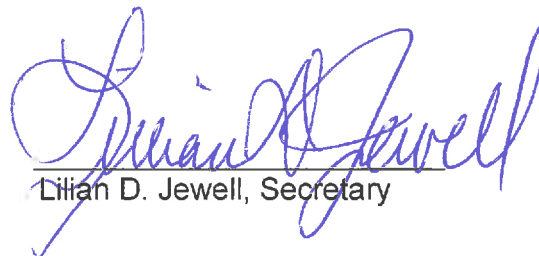
  
Michelle Greene, City Manager

**CONSULTANT**

  
Lillian D. Jewell, President

**ATTEST:**

  
Deborah Lopez, City Clerk

  
Lillian D. Jewell, Secretary

**APPROVED AS TO FORM**

  
Winnie Cai, Deputy City Attorney

**Exhibit A**  
**Schedule of Fees**

Managing Senior Associate	\$180/ Hr.
Senior Associate II	\$160/ Hr.
Senior Associate I	\$130/ Hr.
Associates II	\$110/ Hr.
Associates I	\$ 95/ Hr.
Assistants	\$ 80/ Hr.

These rates are inclusive of secretarial support and general office expenses, overhead, and profit. Reimbursable costs that may be passed through to the client as additional expenses include travel expenses (based upon the standard IRS mileage reimbursement rate, or actual expenses for travel outside of the tri-county area of Ventura, Santa Barbara, and San Luis Obispo), special handling fees such as certified, express mail, and delivery charges, photography and third party photocopy expenses, certain project/client-specific telephone expenses, and other charges made by third parties in connection with performing the scope of services with appropriate supporting documentation for reference.

Such third-party expenses may include, but are not limited to, such costs as moving bid fees, title and escrow company charges, and appraisal fees with appropriate supporting documentation for reference.

All third-party expenses will be billed to the client at cost plus 10%, with appropriate invoices or other appropriate documentation provided for reference. Mileage and travel costs will be passed through without mark-up.

**AMENDMENT NO. 1  
TO A PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF GOLETA  
AND  
BEACON INTEGRATED PROFESSIONAL RESOURCES, INC.  
dba HAMNER, JEWELL & ASSOCIATES**

This Amendment No. 1 to the **AGREEMENT FOR PROFESSIONAL SERVICES** (herein referred to as "AGREEMENT"), by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **BEACON INTEGRATED PROFESSIONAL RESOURCES, INC. dba HAMNER, JEWELL & ASSOCIATES**, (a California Corporation) (herein referred to as "CONSULTANT") dated June 20, 2017, ("Agreement," Agreement No. 2017-037) is made and entered into this 19<sup>th</sup> day of June, 2018.

**RECITALS**

**WHEREAS**, under the Agreement, Consultant has provided the City with right of way acquisition and related real estate services in conjunction with Capital Improvement Program projects; and

**WHEREAS**, the Agreement between City and Consultant currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed sixty-five thousand dollars (\$65,000); and

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

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

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

**WHEREAS**, the parties desire to amend Exhibit B of the Agreement to identify a rate increase; and

**WHEREAS**, the City Council approved this Amendment No. 1, 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 6. TERM, PROGRESS AND COMPLETION** of the Agreement is amended to extend the term to June 30, 2019 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. This Agreement is amended to delete and replace in its entirety:

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

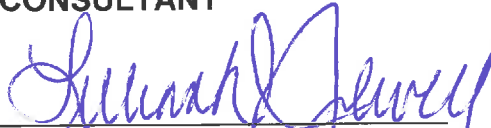
3. Except as otherwise specifically provided herein, all other provisions of the Agreement shall remain in full force and effect.

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


**CITY OF GOLETA**


  
Michelle Greene, City Manager

**CONSULTANT**


  
Lillian D. Jewell, President

**ATTEST:**

  
Deborah Lopez, City Clerk

  
Lillian D. Jewell, Secretary

**APPROVED AS TO FORM**

  
Winnie Cai, Deputy City Attorney

**EXHIBIT B-1  
SCHEDULE OF FEES**

Managing Senior Associate	\$225 an hour
Senior Associate II/Project Manager	\$165 an hour
Senior Right of Way Associate I	\$135 an hour
Right of Way Associates II	\$115 an hour
Right of Way Associates I	\$98 an hour
Project Coordinator/Quality Control	\$98 an hour
Transaction/Escrow Coordinators	\$85 an hour
Assistants/Clerical Staff	\$45 an hour

## **ATTACHMENT 11**

GHD, Inc. Agreement No. 2018-020 for Professional Services  
(copy available with the City Clerk's Office)





Project Name: On-Call Traffic Demand Modeling Services

**AGREEMENT FOR PROFESSIONAL DESIGN SERVICES  
BETWEEN THE CITY OF GOLETA  
AND  
GHD INC.**

This AGREEMENT FOR PROFESSIONAL DESIGN SERVICES (herein referred to as "AGREEMENT") is made and entered into this 20<sup>th</sup> day of March, 2018, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **GHD INC.**, (a California Corporation herein referred to as "CONSULTANT").

**WHEREAS**, the CITY has a need for professional On-Call Traffic Modeling services; and

**WHEREAS**, the CITY does not have the personnel able and/or available to perform the services required under this AGREEMENT, and therefore, the CITY desires to contract for professional services to accomplish this work; and

**WHEREAS**, the CITY noticed a request for proposals and/or qualifications for professional traffic engineering services through a competitive Request For Qualifications (RFQ) process based on ongoing experience and familiarity with City projects and On-Call Traffic Demand Modeling Services; and

**WHEREAS**, based on the RFQ, the City selected traffic planner Jim Damkowitch to provide these services at the planning and engineering firm of Kimley-Horn;

**WHEREAS**, Mr. Damkowitch has departed Kimley-Horn and begun employment with CONSULTANT;

**WHEREAS**, the City desires to continue to obtain Mr. Damkowitch's services on the Traffic Modeling services by entering into contract with CONSULTANT; and

**WHEREAS**, the City Council, on this 20th day of March, 2018, approved this AGREEMENT and authorized the City Manager to execute the 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:

Professional traffic engineering services in conjunction with Traffic Demand Modeling Services (TDMS) shall generally include providing TDMS, 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 \$60,000 (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

Hourly at the hourly rates and with reimbursement to CONSULTANT for those expenses set forth in CONSULTANT's Schedule of Fees marked Exhibit "B," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until June 30, 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 Public Works Director. 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 contract 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. Jim Damkowitch 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 the AGREEMENT. This AGREEMENT is not assignable by CONSULTANT without the City Manager's prior written consent. Except as specified in this section or approved in writing by the City Manager, no contract work shall be subcontracted except the following:

- Robert Shull of Eco Resources Management Systems, Inc.

## **9. HOLD HARMLESS AND INDEMNITY**

**(a) Indemnification and Defense for Professional Service.** To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless the CITY and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all claims, losses, liabilities, damages, costs and expenses, including attorney's fees and costs, to the extent they arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT. CONSULTANT's duty to defend shall consist of reimbursement of defense costs incurred by CITY in direct proportion to the CONSULTANT's proportionate percentage of fault. CONSULTANT's percentage of fault shall be determined, as applicable, by a court of law, jury or arbitrator. In the event any loss, liability or damage is incurred by way of settlement or resolution without a court, jury or arbitrator having made a determination of the CONSULTANT's percentage of fault, the parties agree to mediation with a third party neutral to determine the CONSULTANT's proportionate percentage of fault for purposes of determining the amount of indemnity and defense cost reimbursement owed to the CITY.

**(b) For All Other Liabilities.** Notwithstanding the foregoing and without diminishing any rights of CITY, for any liability, claim, demand, allegation against CITY arising out of, related to, or pertaining to any act or omission of CONSULTANT, but which is not a design professional service, CONSULTANT shall defend, indemnify, and hold harmless CITY, its officials, employees, and agents ("Indemnified Parties") from and against any and all damages, costs, expenses (including reasonable attorney fees and expert witness fees), judgments, settlements, and/or arbitration awards, whether for personal or bodily injury, property damage, or economic injury, and arising out of, related to, any concurrent or contributory negligence on the part of the CITY, except for the sole or active negligence of, or willful misconduct of the CITY.

**(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 00 01 or equivalent covering Automobile Liability, including hired and non-owned automobile liability with a minimum limit of \$1,000,000 per accident. If the Service Provider owns no vehicles, this requirement may be satisfied by a non-owned and hired auto endorsement to Service Provider's commercial general liability policy.
- c) Workers' Compensation insurance complying with California worker's compensation laws, including statutory limits for workers' compensation and an Employer's Liability limit of \$1,000,000 per accident or disease.
- d) Professional liability insurance that covers the services to be performed in connection with this agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate.

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 equivalent. Additional insured status for completed operations shall be provided either in the additional insured form or through another endorsement such as CG 20 37, or its equivalent.
- b) General and automobile liability insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage will not be limited to CITY's vicarious liability.
- c) Professional liability insurance policies inception date, continuity date, or retroactive date must be before the effective date of this agreement. CONSULTANT agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.
- d) Liability coverage shall be primary and non-contributing with any insurance maintained by CITY.
- e) Evidence of coverage (including the workers' compensation and employer's liability policies) shall provide that coverage shall not be suspended, voided,

canceled or reduced in coverage or in limits except after 30 days' prior written notice has been given to CITY. Such provision shall not include any limitation of liability of the insurer for failure to provide such notice.

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

## **11. RELATIONSHIP OF CONSULTANT TO CITY**

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

## **12. CORRECTIONS**

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



### **13. TERMINATION BY CITY**

CITY, by notifying CONSULTANT in writing, may upon 10 calendar days notice, terminate without cause any portion or all of the services agreed to be performed under this AGREEMENT. If termination is for cause, no notice period need be given. In the event of termination, CONSULTANT shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by CITY to CONSULTANT within 10 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 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 Manager  
City of Goleta  
130 Cremona Drive, Suite B  
Goleta, CA 93117

TO CONSULTANT: Jim Damkowitch  
GHD Inc.  
943 Reserve Drive, Suite 100  
Roseville, CA 95678  
(916) 782-8688

**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

**CONSUI**

By: Kam  
Title: Prii

Execute in  
duplicate

**ATTEST**

  
Deborah Lopez, City Clerk

By: \_\_\_\_\_  
Title

**APPROVED AS TO FORM**

  
Winnie Cai, Deputy City Attorney

**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 Manager  
City of Goleta  
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Goleta, CA 93117

TO CONSULTANT: Jim Damkowitch  
GHD Inc.  
943 Reserve Drive, Suite 100  
Roseville, CA 95678  
(916) 782-8688

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

**CITY OF GOLETA**

**CONSULTANT**

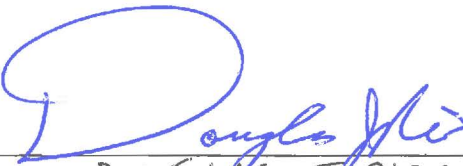
\_\_\_\_\_  
Michelle Greene, City Manager



\_\_\_\_\_  
By: Kamesh Vedula PE, TE,  
Title: Principal

**ATTEST**

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



\_\_\_\_\_  
By: DOUGLAS J. RIES PE  
Title: PRINCIPAL

**APPROVED AS TO FORM**

  
\_\_\_\_\_  
Winnie Cai, Deputy City Attorney

## **EXHIBIT A SCOPE OF WORK**

### **ON-CALL MODELING SERVICES PROTOCOL**

The following steps shall be performed by CONSULTANT when providing modeling information for development services work (Development Account) or working on behalf of the City with subconsultants preparing Traffic Impact Analysis (TIA) for developers.

- Schedule kickoff meeting to exchange the following requisite project information:
  - Proposed project description including all existing land uses on site and proposed land uses and demolitions
  - Proposed project Institute of Transportation Engineers (ITE) trip generation
  - Project site plan map (shall show all project access driveways, prohibited turn movements, and any existing roadway realignments)
  - Confirmation on traffic counts to be used
  - Confirmation on applicable CITY Cumulative Project list
  - Review of County Existing Plus Approved Project (EPAP) List
- Analysis Set Up Memo (submittal to the CITY and project applicant/consultant). Begins after all information is received and generally takes five working days to complete.
  - Cumulative land use comparison for project Traffic Analysis Zone (TAZ) - including the general plan
  - AM/PM model vs. ITE trip generation check
  - Network coding description check
  - Zone loading description check
  - Project trip origin and destination plots check
  - Project model trip distribution (origin and destination) check
- Approval of preliminary modeling

- Concurrence of preliminary modeling of project by applicant
- Concurrence of preliminary modeling of project by CITY
- CONSULTANT shall develop turn movement forecasts upon approval by both the applicant and CITY
  - Furness process for generating future turn movement volumes
  - Unbalanced turn movements
  - Balancing adjustments
  - Quality control checks including:
    - No future volume less than count (unless justified by a new roadway or access)
    - No future approach volume at a study intersection more than general plan forecast
    - Volumes checks with recent cumulative TIA turn movements (differences should be anticipated given different cumulative project lists)
    - Submittal of turn movement forecasts to the applicant/ consultant and the CITY
    - Perform operational assessments (i.e., signalized and non-signalized intersections, roadways and freeway system facilities)
    - CONSULTANT shall develop draft TIA upon approval by both the CITY and applicant/consultant
    - Circulation of draft TIA to CITY and

### **GOLETA TRAVEL MODEL UPDATE SERVICES:**

CONSULTANT shall provide Goleta Traffic Modeling Updating services including, but not limited to, the following tasks:

#### **Task 1. Full upgrade to VISUM Version 15**

The following sub-tasks will be completed as part of Task 1.

- The City of Goleta Model shall be imported to VISUM Version 15.

- The City's GP-1 and GP-7 General Plan Model scenarios and latest Cumulative Model shall be executed using VISUM Version 15.
- For each of these model scenarios, volume difference plots shall be generated comparing the Version 15 vs. Version 9.52 model assignments. These volume difference plots will isolate any differences attributable to the change in software version for review and consideration by the City.
- Develop a technical memorandum which shall assess the implications of any discrepancies between legacy model results and those generated using VISUM 15.

**Task 2. Update Signal Timing Plans**

- The Consultant shall incorporate the County of Santa Barbara's signal timing inputs for those signalized intersections within the City's modeling domain but which are operated by the County. ERMSI is currently working with the County of Santa Barbara's VISUM model covering the unincorporated areas of the Goleta Valley.
- After receipt of all signal timing plans or VISUM signal plan files (from County's model) - all Goleta Travel Model intersection signal timing inputs will be updated.

**Task 3. Add Zone and Network Detail**

- The Consultant shall review the shape file of the existing model zone structure.
- The Consultant shall identify potential issues related to the contiguity of access for identified TAZs. These issues occur wherever road access does not support connectivity between all zone connectors and all the physical areas represented by the TAZ.
- The Consultant shall check City and County General Plans to verify that the geographic location of the TAZ boundaries still matches existing and planned community boundaries and land uses.
- The Consultant shall work with the City to refine TAZ boundaries where appropriate.
- The Consultant shall work with City staff to generate a correspondence table representing the relationship between zones under the previous structure and zones under the new structure.
- The Consultant shall retain the zone numbering system convention resident in the current model.

- The Consultant shall review all model network attribute information. This includes: link type, directionality, number of lanes, capacity, length, design speed and link delay coefficients. Node attributes will also be reviewed including intersection type, node capacity factors, node capacity, special delay links, turn penalties, node delay coefficients, base delay, intersection geometry and signal timing (see Task 2). Link and node attributes will be systematically checked against ground truth information and current Goleta Model coding conventions for consistency.
- The need for additional network detail i.e., coding minor new development access roadways and/or collector and local streets currently not reflected in the model network, shall be determined. Several network modifications have already been coded by the Consultant as part of the normal upkeep and updating of the Cumulative Model network. These coded roadways will be included in the baseline model if constructed since 2005.
- The Consultant shall review the TAZ zone connectors. The number of zone connectors and the zone loading percentages (multi-point assignment) shall be reviewed relative to actual development driveway and network access characteristics. As part of the Consultant's upkeep of the Cumulative Travel Model - new access via **TAZ** connectors have been incrementally added to the model network since 2005. For those developments that are now part of the built environment - their TAZ zone connectors and load percentages shall now be included as part of the updated baseline model.
- The Consultant shall develop a detailed log of modifications. **Task 4. Update**

#### Baseline Land Use

- The Consultant shall update the Goleta Model's current 2005 baseline land-use to reflect a 2012-13 baseline. This will entail working closely with the City to confirm what pending and approved development projects have been constructed and occupied since 2005. The complete Existing Plus Approved and Pending (EPAP or Cumulative) development list has been tracked since 2008 by KAI.
- The Consultant shall coordinate with the County of Santa Barbara and the City of Santa Barbara to update the non-City TAZ baseline land use in a similar fashion. It is not anticipated that any new land use categories beyond the current 29 will be added to the model.
- The Consultant shall also reassess the external assumptions of the baseline model. Although driven by land use growth, external assumptions (model domain gateways) are reflected as vehicle trips. The most recent traffic count data recorded at the model external stations will be reviewed and considered relative to the 2004/05 external traffic counts currently



resident in the baseline model.

#### **Task 5. Development of 2013 AM/PM Peak Hour Assignment Baseline Model**

- The Consultant shall develop an AM peak hour model based on AM peak hour ITE (9th Edition) trip generation rates. The existing PM peak hour model will be updated based on PM peak hour ITE (9th Edition) trip generation rates. Factors used to separate trips by trip purpose and by origin and destination (ins and outs) will be checked relative to NCHRP 365/735 (the update to NCHRP 187 used to factor the current model). The need to adjust the ITE rates will be based on an iterative calibration procedure. Numerous model runs will be executed to test rate adjustments that yield the best model fit. Based on these updated trip generation rates, the AM and PM peak hour productions and attractions will be balanced. Disaggregation of external trips by trip purpose will be checked and added to the internal trips origin and destination sums by trip purpose for balancing during calibration.

#### **Task 7. AM/PM Peak Hour Baseline Model Validation**

- The Consultant shall perform a full AM and PM peak hour validation for the City of Goleta VISUM Travel Model. The proposed validation methods shall include:
  - Static Validation
    - Screenline Analysis Validation
    - Functional Class (Road Type) Validation
    - Correlation Statistics
  - Dynamic Validation
- These methods provide valuable feedback into the accuracy and consistency of the travel model and its behavior. Each of the validation methods shall be based on the AM and PM peak hour validation counts provided by the City. For non-City roadways, AM and PM peak hour counts shall be harvested from the County's traffic count data base and/or from the Goleta Valley Model.
- The static validation for the AM and PM Peak Hour Travel Model shall include screenline validation, link based validation by functional class, and correlation statistics. Each of these validation checks are described below.
  - Screenline Validation

Nine validation screenlines were established for the current model's validation. These nine screenlines shall be retained for the baseline model update. In coordination with the City, the need for establishing additional screenlines shall be considered. State and federal model validation guidelines suggest that total model- estimated traffic across a



screenline to be no more than ten percent different from the total traffic counts.

- Link Based Validation

The standard FHWA and Caltrans travel forecasting guidelines recommend validation criteria based on a comparison of total model volumes and traffic counts on various facility types, including:

- Freeways
- Principal Arterials
- Collectors
- Frontage Roads
- Local Roads

- Model network links shall be stratified by functional classification, along with a detailed inventory of the number of links, how many of these links have associated validation counts, and the percent error between the actual counts and model predictions. The state guidelines dictate that each functional class should achieve below the desired % error.

- Correlation Statistics

The standard FHWA and Caltrans travel forecasting guidelines recommend a correlation between model estimates and counts of 0.88 or more. State guidelines also include a correlation curve with a recommendation that 75 percent of daily link volume estimates compared to counts fall within the curve.

In addition to the typical link-based validation analysis, the Consultant shall perform several dynamic validation exercises to ensure that the model properly responds to changes in inputs, i.e., that the magnitude and direction of model behavior makes sense. Such exercises shall include:

- Add a link
- Delete a link
- Change link speeds
- Change link capacities
- Add 100 households to a TAZ
- Add 1,000 households to a TAZ
- Add 5,000 households to a TAZ
- Add 10,000 households to a TAZ
- For the City of Goleta Travel Model dynamic validation, the Consultant proposes the following dynamic validation exercises:
  - addition and deletion of housing units within highest populated areas of the City;

- addition and deletion of the number of employees at one or two high employment centers; and,
  - a hypothetical bypass will be coded.
- These dynamic validation tests shall be developed in consultation with the City.
  - Once the GP-1, GP-7 and Cumulative Model future forecasts is executed and results evaluated, the Consultant shall ensure that the model is functioning correctly and that the forecasts are reasonable.
  - The Consultant shall develop a technical memorandum which will describe the static and dynamic validation process and results.

#### **Task 8. Master Network Development**

- The Consultant shall develop a Master Network file that includes all Cumulative (i.e., programmed infrastructure improvements) scenario CIP improvements as well as General Plan (i.e., planned CIP improvements) scenario CIP improvements. This will allow the analyst to simply toggle on or off future year CIP improvements for a given analysis. This will greatly reduce the number of separate VISUM network version files.

#### **Task 9. Cumulative / General Plan Land Use**

- The Consultant shall develop the most current Cumulative Land Use file and the General Plan Land Use to conform to the updated baseline TAZ structure.

#### **Task 10. City of Goleta Model Update Report**

- The Consultant shall amalgamate all interim technical memorandums to develop a single unified model development report describing each step of the baseline model update process.
- The draft report shall be submitted to the City for comments.
- After receipt of a single round of unified comments from the City, the Consultant shall address the comments and modify the draft report as appropriate for final submittal to the City.

#### **GOLETA TRAVEL MODEL TRAINING:**

If requested by the City, the Consultant shall provide in person training to City staff on the requisite modeling steps to perform the modeling protocol for development services and other model applications and functions. Training specific to the VISUM software can be performed by GHD Inc. For scoping purposes — two training sessions not to exceed a total of \$8,000 (\$4,000 per session).

## EXHIBIT B SCHEDULE OF FEES

### Omni-Means/GHD Professional Staff Rates

Title	Range	Hourly Rates (2017-2018)
Project Manager	1 - 4	\$152 - \$258
Resident Engineer	1 - 3	152 - 224
Engineer	1 - 5	90 - 258
Traffic Engineer	1 - 5	90 - 258
Planner	1 - 4	64 - 201
Landscape Architect	1 - 4	77 - 203
Office Surveyor	1 - 4	64 - 201
Field Surveyor	1 - 4	64 - 201
Field Inspector	1 - 4	64 - 201
Graphic Artist	1 - 3	64 - 116
Designer	1 - 3	80 - 173
Technician	1 - 4	58 - 138
Clerical	1 - 3	40 - 103
Intern	1 - 3	40 - 70
1-Person Survey		172 - 201
2-Person Survey		141 - 281
3-Person Survey		\$179 - \$355

### Specific Project Personnel Rates:

• Jim Damkowitch	\$195/hour
• Kamesh Vedula	\$205/hour
• Martin Inouye	\$225/hour
• Haytham Daas	\$105/hour
• Rosanna Southern	\$115/hour
• Kenneth Isenhower	\$105/hour

### Reimbursable Charges

Reimbursable charges include, but are not limited to, in-house reproduction, travel subsistence, special consultants, outside purchases and services, and other subcontracts. These are charged at 1.10 x cost.

### Billing Rates

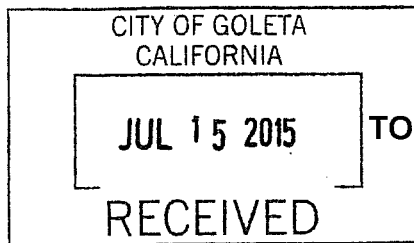
Billing rates include overhead, equipment, space rental, etc.



## **ATTACHMENT 12**

Santa Barbara Channelkeeper Agreement No. 2014-062 for Professional Services and Amendments No. 1 through 4 (copy available with the City Clerk's Office)





Agreement No. 2014-062.1  
City of Goleta, California

**AMENDMENT No. 1  
TO A PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF GOLETA  
AND  
SANTA BARBARA CHANNELKEEPER**

**This Amendment No. 1** ("Amendment") to a Professional Services Agreement is made this 30th day of June, 2015 between the **City of Goleta (City)** and **Santa Barbara Channelkeeper (Consultant)** dated May 30, 2014 ("Agreement").

**RECITALS**

**WHEREAS**, the Agreement between the City and Consultant currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed ten thousand dollars (\$16,500); and

**WHEREAS**, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of sixteen thousand five hundred dollars (\$16,500) to continue to provide monthly water quality monitoring and testing in conjunction with the City's Storm Water Management Plan; and

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

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

**WHEREAS**, the City Council, on this 30th day of June, 2015, approved this Contract Amendment and authorized the City Manager to execute this Contract Amendment per the Goleta Municipal Code Section 3.05.240.

**AMENDED TERMS**

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

1. **Section 3 Subparagraph (a). COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of \$16,500 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 \$33,000 (herein "not to exceed amount") and shall be earned as the work progresses on a monthly basis.

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


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

Consultant shall not commence work on the service 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 written above.


**CITY OF GOLETA**

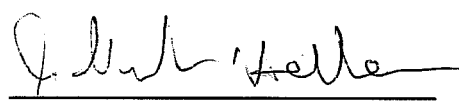
  
Michelle Greene, City Manager

**CONSULTANT**


  
Kira Redmond, Executive Director

**ATTEST:**

  
Deborah Lopez, City Clerk

  
Andy Heller, Treasurer

**APPROVED AS TO FORM**

  
Tim W. Giles, City Attorney





Agreement No. 2014-062.2  
City of Goleta, California

**AMENDMENT No. 2  
TO A PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF GOLETA  
AND  
SANTA BARBARA CHANNELKEEPER**

**This Amendment No. 2** ("Amendment") to a Professional Services Agreement is made this 21<sup>st</sup> day of June, 2016 between the **City of Goleta** (City) and **Santa Barbara Channelkeeper** (Consultant) dated May 30, 2014 ("Agreement").

**RECITALS**

**WHEREAS**, the Agreement between the City and Consultant currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed thirty three thousand dollars (\$33,000); and

**WHEREAS**, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of sixteen thousand five hundred dollars (\$16,500) to continue to provide monthly water quality monitoring and testing in conjunction with the City's Storm Water Management Plan; and

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

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

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

**AMENDED TERMS**

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

1. **Section 3 Subparagraph (a). COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of \$16,500 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 \$49,500 (herein "not to exceed amount") and shall be earned as the work progresses.

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

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

Consultant shall not commence work on the service 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. 2 has been executed by the parties effective on the date and year first written above.

**CITY OF GOLETA**



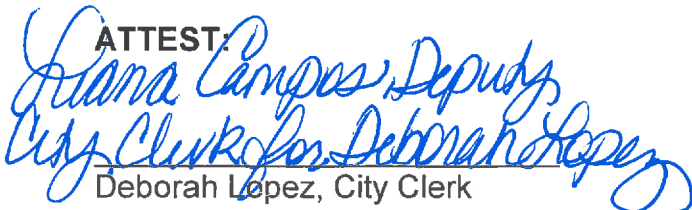
Michelle Greene, City Manager

**CONSULTANT**



Kira Redmond, Executive Director

**ATTEST:**



Deborah Lopez, City Clerk



Mike Wondolowski, Treasurer

**APPROVED AS TO FORM**



Tim W. Giles, City Attorney



Agreement No. 2014-062.3  
City of Goleta, California

**AMENDMENT No. 3  
TO A PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF GOLETA  
AND  
SANTA BARBARA CHANNELKEEPER**

**This Amendment No. 3** to a Professional Services Agreement is made this 20th day of June, 2017 between the **City of Goleta (City)** and **Santa Barbara Channelkeeper (Consultant)** dated May 30, 2014 ("Agreement") Agreement No. 2014-062).

**RECITALS**

**WHEREAS**, the City of Goleta entered into Agreement No. 2014-062 with Santa Barbara Channelkeeper for the purpose of providing monthly water quality testing and monitoring services, per the City's Storm Water Management Plan; and

**WHEREAS**, Agreement No. 2014-062 between the City and Consultant currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed forty nine thousand five hundred dollars (\$49,500); and

**WHEREAS**, the parties desire to amend Agreement No. 2014-062 so as to provide for additional compensation in the amount of sixteen thousand five hundred dollars (\$16,500) to continue to provide monthly water quality monitoring and testing in conjunction with the City's Storm Water Management Plan; and

**WHEREAS**, Agreement No. 2014-062 between City and Consultant currently provides in Section 6 for the termination on June 30, 2017; and

**WHEREAS**, the parties desire to amend Agreement No. 2014-062 so as to extend the termination to June 30, 2018; and

**WHEREAS**, the City Council, on this 20<sup>th</sup> day of June, 2017, approved and authorized the City Manager to execute this Contract Amendment No. 3.

**AMENDED TERMS**

**Now therefore** City and Consultant agree as follows that the Agreement No. 2014-062 be, and hereby is, amended as follows:

1. **Section 3 Subparagraph (a). COMPENSATION AND PAYMENT** of Agreement No. 2014-062 is amended to add an additional authorized amount of \$16,500 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 \$66,000 (herein "not to exceed amount") and shall be earned as the work progresses.

2. **Section 6. TERM, PROGRESS AND COMPLETION** of Agreement No. 2014-062 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 service 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 No. 2014-062 shall remain in full force and effect

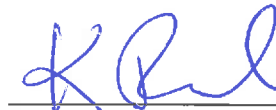
**In concurrence and witness whereof**, this Amendment No. 3 has been executed by the parties effective on the date and year first written above.

**CITY OF GOLETA**



Michelle Greene, City Manager

**CONSULTANT**



Kira Redmond, Executive Director

**ATTEST:**



Deborah Lopez, City Clerk



Andy Heller, Treasurer

**APPROVED AS TO FORM**



Winnie Cai, Deputy City Attorney

**AMENDMENT NO. 4  
TO A PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF GOLETA  
AND  
SANTA BARBARA CHANNELKEEPER**

**This Amendment No. 4** to a Professional Services Agreement is made on this 19<sup>th</sup> day of June, 2018 between the **City of Goleta** ("City") and **Santa Barbara Channelkeeper**, a 501(c)(3) non-profit organization, ("Consultant") dated May 30, 2014 ("Agreement", Agreement No. 2014-062).

**RECITALS**

**WHEREAS**, the Agreement with Consultant was entered into for the purpose of providing monthly water quality testing and monitoring services, pursuant to the City's Storm Water Management Plan; and

**WHEREAS**, the Agreement was entered into on May 30, 2014 with a maximum compensation of \$16,500 and a termination date of June 30, 2015; and

**WHEREAS**, the Agreement was amended by Amendment No. 1 on June 30, 2015 to add an additional \$16,500 in compensation and extend the term to June 30, 2016; and

**WHEREAS**, the Agreement was amended by Amendment No. 2 on June 21, 2016 to add an additional \$16,500 in compensation and extend the term to June 30, 2017; and

**WHEREAS**, the Agreement was amended by Amendment No. 3 on June 20, 2017 to provide for an additional compensation of \$16,500 and extend the termination of the Agreement to June 30, 2018; and

**WHEREAS**, the Agreement between the City and Consultant currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed sixty-six thousand dollars (\$66,000); and

**WHEREAS**, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of sixteen thousand five hundred dollars (\$16,500) to continue to provide monthly water quality monitoring and testing in compliance with the City's Storm Water Management Plan; and

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

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

**WHEREAS**, the City Council, on this 19<sup>th</sup> day of June, 2018, approved and authorized the City Manager to execute this Amendment No. 4.

**AMENDED TERMS**

**Now therefore** City and Consultant agree as follows that Agreement No. 2014-062 be, and hereby is, amended as follows:

1. **Section 3 Subparagraph (a). COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of \$16,500 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 \$82,500 (herein “not-to-exceed amount”) and shall be earned as the work progresses.

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

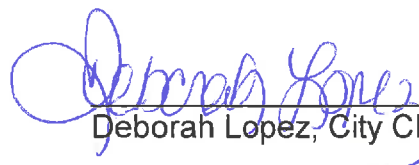
**CITY OF GOLETA**

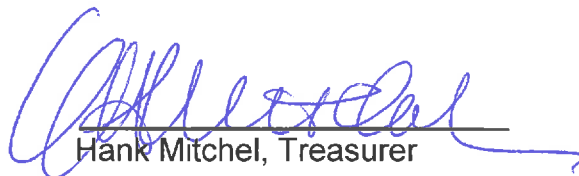
  
Michelle Greene, City Manager

**CONSULTANT**

  
Kira Redmond, Executive Director

**ATTEST:**

  
Deborah Lopez, City Clerk

  
Hank Mitchel, Treasurer

**APPROVED AS TO FORM**

  
Winnie Cai, Deputy City Attorney

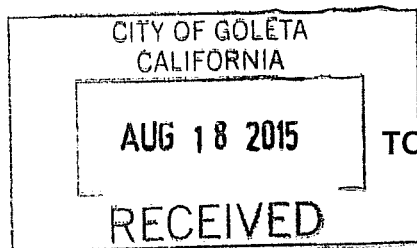




### **ATTACHMENT 13**

Explore Ecology Agreement No. 2014-101 for Professional Services and Amendments No. 1 through 4 (copy available with the City Clerk's Office)





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

This **Amendment No. 1** ("Amendment") to a Professional Services Agreement is made this 31<sup>st</sup> day of August, 2015 between the **City of Goleta** (City) and **Explore Ecology** (Consultant) dated September 8, 2014 ("Agreement").

**RECITALS**

**WHEREAS**, the Agreement between the City and Consultant currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed ten thousand nine hundred thirty eight dollars (\$10,938); and

**WHEREAS**, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of eleven thousand two hundred eight dollars (\$11,208) to continue to provide K-6 stormwater educational outreach services; and

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

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

**WHEREAS**, the City Manager approved this contract Amendment, per the Goleta Municipal Code Section 3.05.240 on this 31<sup>st</sup> day of August, 2015.

**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 \$11,208 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 \$22,146 (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,

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

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

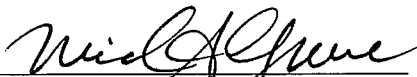
The term of this Agreement is from the date first written above to June 30, 2016, unless term of this Agreement is extended or the Agreement is terminated as provided for herein.

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

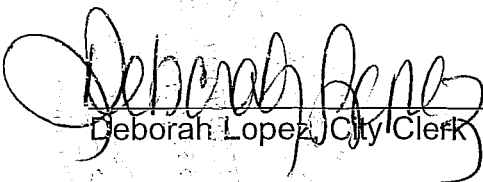
**CITY OF GOLETA**

  
Michelle Greene, City Manager

**CONSULTANT**

  
Lindsay Johnson, Executive Director

**ATTEST:**

  
Deborah Lopez, City Clerk

  
Scott Estby, Board Treasurer

**APPROVED AS TO FORM**

  
Tim W. Giles, City Attorney

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

**This Amendment No. 2** ("Amendment") to a Professional Services Agreement is made this 21<sup>st</sup> day of June, 2016 between the **City of Goleta** (City) and **Explore Ecology** (Consultant) dated September 8, 2014 ("Agreement").

**RECITALS**

**WHEREAS**, the Agreement between the City and Consultant currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed twenty two thousand one hundred forty-six dollars (\$22,146); and

**WHEREAS**, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of eleven thousand two hundred eight dollars (\$11,208) to continue to provide K-6 stormwater educational outreach services; and

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

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

**WHEREAS**, the City Council, on this 21st day of June, 2016, approved this Contract Amendment and authorized the City Manager to execute this Contract Amendment per the Goleta Municipal Code Section 3.05.240.

**AMENDED TERMS**

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

1. **Section 3 Subsection (a). COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of \$11,208 and to read in its entirety:

(i) **Maximum and Rate.** The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$33,354 (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.

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

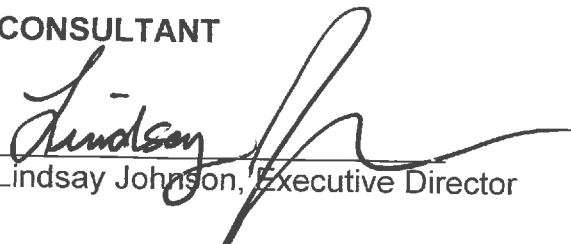
3. Except as otherwise specifically provided herein, all other provisions of the Agreement shall remain in full force and effect.

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


**CITY OF GOLETA**

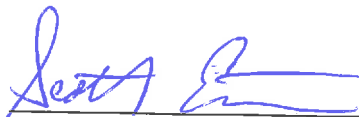
  
Michelle Greene, City Manager

**CONSULTANT**


  
Lindsay Johnson, Executive Director

**ATTEST:**

  
Rianna Campos Deputy City Clerk for Deborah Lopez  
Deborah Lopez, City Clerk

  
Scott Estby, Board Treasurer

**APPROVED AS TO FORM**

  
Tim W. Giles, City Attorney

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

**This Amendment No. 3** to a Professional Services Agreement is made this 20th day of June, 2017 between the **City of Goleta** (City) and **Explore Ecology** (Consultant) dated September 8, 2014 ("Agreement") Agreement No. 2014-101.

**RECITALS**

**WHEREAS**, the City of Goleta entered into an Agreement with Explore Ecology for the purpose of providing K-6 watershed and stormwater educational services, per the City's Storm Water Management Plan; and

**WHEREAS**, Agreement No. 2014-101 between the City and Consultant currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed thirty three thousand three hundred fifty four dollars (\$33,354); and

**WHEREAS**, the parties desire to amend the Agreement No. 2014-101 so as to provide for additional compensation in the amount of eleven thousand eight hundred eighty dollars (\$11,880) to continue to provide K-6 stormwater educational outreach services; and

**WHEREAS**, Agreement No. 2014-101 between City and Consultant currently provides in Section 6 for the termination on June 30, 2017; and

**WHEREAS**, the parties desire to amend Agreement No. 2014-101 so as to extend the termination to June 30, 2018; and

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

**AMENDED TERMS**

**Now therefore** City and Consultant agree as follows that Agreement No. 2014-101 be, and hereby is, amended as follows:

**1. Section 3 Subsection (a). COMPENSATION AND PAYMENT** of Agreement No. 2014-101 is amended to add an additional authorized amount of \$11,880 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 \$45,234 (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

Hourly at the hourly rates and with reimbursement to CONSULTANT for those expenses set forth in CONSULTANT's Schedule of Fees marked Exhibit "B," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until June 30, 2018, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

2. **Section 6. TERM, PROGRESS AND COMPLETION** of Agreement No. 2014-101 is amended to extend the term for an additional ten months 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.


3. Except as otherwise specifically provided herein, all other provisions of the Agreement No. 2014-101 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 written above.

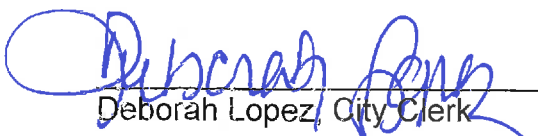
**CITY OF GOLETA**

  
Michelle Greene, City Manager

**CONSULTANT**

  
Lindsay Johnson, Executive Director

**ATTEST:**

  
Deborah Lopez, City Clerk

  
Scott Estby, Board Treasurer

**APPROVED AS TO FORM**

  
Winnie Cai, Deputy City Attorney



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

**This Amendment No. 4** is made this 19<sup>th</sup> day of June, 2018 to a Professional Services Agreement between the **City of Goleta** ("City") and **Explore Ecology**, a California 501(c)(3) charitable organization ("Consultant") dated September 8, 2014 ("Agreement", Agreement No. 2014-101).

**RECITALS**

**WHEREAS**, the City of Goleta entered into an Agreement with Consultant for the purpose of providing K-6 watershed and stormwater educational services, pursuant to the City's Storm Water Management Plan; and

**WHEREAS**, the Agreement was entered into on September 8, 2014 with a maximum compensation of \$10,938 and a termination date of September 30, 2015; and

**WHEREAS**, the Agreement was amended on August 31, 2015 to add an additional \$11,208 in compensation and extend the term to June 30, 2016 (Amendment No. 1); and

**WHEREAS**, the Agreement was amended on June 21, 2016 to add an additional \$11,208 in compensation and extend the term to June 30, 2017 (Amendment No. 2); and

**WHEREAS**, the Agreement was amended on June 20, 2017 to provide for an additional compensation of \$11,880 and extend the termination of the Agreement to June 30, 2018 (Amendment No. 3); and

**WHEREAS**, the Agreement between the City and Consultant currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed forty five thousand two hundred thirty four dollars (\$45,234); and

**WHEREAS**, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of eleven thousand eight hundred eighty dollars (\$11,880) to continue to provide K-6 stormwater educational outreach services; and

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

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

**WHEREAS**, the City Council, on this 19<sup>th</sup> day of June, 2018, approved and authorized the City Manager to execute this Amendment No. 4.

### **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 \$11,880 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 \$57,114 (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 (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 and 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. 4 has been executed by the parties effective on the date and year first written above.

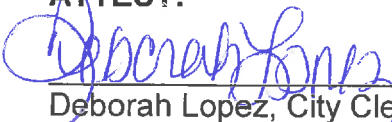
**CITY OF GOLETA**

  
Michelle Greene, City Manager

**CONSULTANT**

  
Lindsay Johnson, Executive Director

**ATTEST:**

  
Deborah Lopez, City Clerk

  
Scott Estby, Board Treasurer

**APPROVED AS TO FORM**

  
Winnie Cai, Deputy City Attorney



## **ATTACHMENT 14**

ZWorld Geospatial Information Systems Agreement No. 2014-069 for Professional Services and Amendments No. 1 through 5 (copy available with the City Clerk's Office)



**AMENDMENT No. 1  
TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF GOLETA  
AND  
ZWORLD GEOSPATIAL INFORMATION SERVICES**

**This Amendment No. 1** ("Amendment") to a Professional Service Agreement is made this 2nd day of June, 2015 between the **City of Goleta**, (City) and **Zworld Geospatial Information Services**, (Consultant) dated June 26, 2014 ("Agreement").

**RECITALS**

**WHEREAS**, the Agreement between the City and Consultant currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed ten thousand dollars (\$10,000); and

**WHEREAS**, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of ten thousand dollars (\$10,000) for additional GIS mapping services in conjunction with the City's Stormwater Management Plan; and

**WHEREAS**, the Agreement between City and Consultant currently provides in Section 6 for the termination of the Agreement on June 20, 2015; and

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

**WHEREAS**, the City Manager, approved this contract Amendment, per the Goleta Municipal Code Section 3.05.240 on this 2nd day of June, 2015.

**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 \$10,000 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 \$20,000 (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, 2016, after which any change in said rates and expenses must be approved in writing by City's Project Manager (City is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due Consultant for all work described under this Agreement.

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


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

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

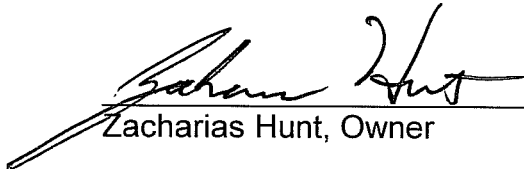
3. Except as otherwise specifically provided herein, all other provisions of the Agreement shall remain in full force and effect

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

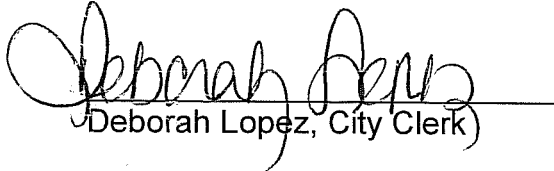
**CITY OF GOLETA**

  
Michelle Greene, City Manager


**CONSULTANT**

  
Zacharias Hunt, Owner

**ATTEST:**

  
Deborah Lopez, City Clerk

**APPROVED AS TO FORM**

  
Tim W. Giles, City Attorney





**AMENDMENT No. 2  
TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF GOLETA  
AND  
ZWORLD GEOSPATIAL INFORMATION SERVICES**

**This Amendment No. 2** ("Amendment") to a Professional Service Agreement is made this 21<sup>st</sup> day of June, 2016 between the **City of Goleta**, (City) and **Zworld Geospatial Information Services**, (Consultant) dated June 26, 2014 ("Agreement").

**RECITALS**

**WHEREAS**, the Agreement between City and Consultant currently provides in Section 6 for the termination of the Agreement on June 20, 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 Manager, approved this contract Amendment, per the Goleta Municipal Code Section 3.05.240 on this 21<sup>st</sup> day of June, 2016.

**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, 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.

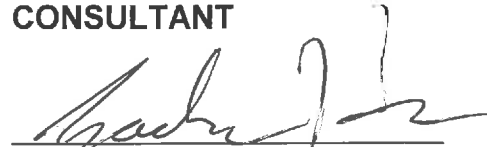
2. Except as otherwise specifically provided herein, all other provisions of the Agreement shall remain in full force and effect

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

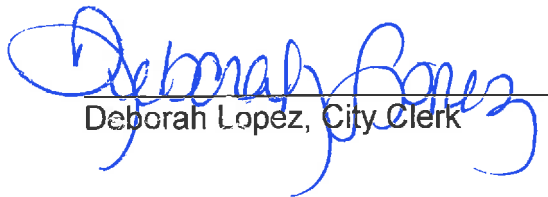
**CITY OF GOLETA**

  
Michelle Greene, City Manager


**CONSULTANT**

  
Zacharias Hunt, Owner

**ATTEST:**

  
Deborah Lopez, City Clerk

**APPROVED AS TO FORM**

  
Tim W. Giles, City Attorney



Agreement No. 2014-009.3  
City of Goleta, California

**AMENDMENT No. 3  
TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF GOLETA  
AND  
ZWORLD GEOSPATIAL INFORMATION SERVICES**

**This Amendment No. 3** to a Professional Service Agreement is made this 31<sup>st</sup> day of July, 2017 between the **City of Goleta**, (City) and **Zworld Geospatial Information Services**, (Consultant) dated June 26, 2014 ("Agreement", No. 2014-069).

**RECITALS**

**WHEREAS**, the Agreement was originally entered into to provide GIS data development, maintenance, mapping and application support for the City's Stormwater Management Plan; and

**WHEREAS**, the Agreement was entered into on June 26, 2014 with a maximum compensation of \$10,000 and a termination date of June 20, 2015; and

**WHEREAS**, the Agreement was amended on June 2, 2015 to add an additional \$10,000 in compensation and extend the term to June 30, 2016; and

**WHEREAS**, the Agreement was amended on June 21, 2016 so as to extend the termination date of the Agreement to June 30, 2017; and

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

**WHEREAS**, the City Manager, approved this Amendment No. 3, on this \_\_\_\_ day of July, 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 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.

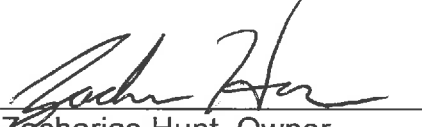
2. Except as otherwise specifically provided herein, all other provisions of the Agreement shall remain in full force and effect

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

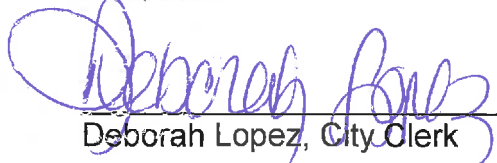
**CITY OF GOLETA**

  
Michelle Greene, City Manager

**CONSULTANT**

  
Zacharias Hunt, Owner

**ATTEST:**

  
Deborah Lopez, City Clerk

**APPROVED AS TO FORM**

  
Winnie Cai, Deputy City Attorney

**AMENDMENT NO. 4  
TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF GOLETA  
AND  
ZACHARIAS HUNT dba ZWORLD GEOSPATIAL INFORMATION SYSTEMS**

**This Amendment No. 4** to a Professional Services Agreement is made on this 19<sup>th</sup> day of June, 2018 between the **City of Goleta**, (City) and **ZWorld Geospatial Information Systems**, a sole proprietorship, (Consultant) dated June 26, 2014 ("Agreement", Agreement No. 2014-069).

**RECITALS**

**WHEREAS**, the City of Goleta entered into an Agreement with ZWorld Geospatial Information Systems for the purpose of providing GIS data development, maintenance, mapping and application support for the City's Stormwater Management Plan; and

**WHEREAS**, the Agreement was entered into on June 26, 2014 with a maximum compensation of \$10,000 and a termination date of June 20, 2015; and

**WHEREAS**, the Agreement was amended on June 2, 2015 to add an additional \$10,000 in compensation and extend the term to June 30, 2016; and

**WHEREAS**, the Agreement was amended on June 21, 2016 so as to extend the termination of the Agreement to June 30, 2017; and

**WHEREAS**, the Agreement was amended on July 31, 2017 so as to extend the termination of the Agreement to June 30, 2018; and

**WHEREAS**, the Agreement between the City and Consultant currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed twenty thousand dollars (\$20,000); and

**WHEREAS**, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of twelve thousand dollars (\$12,000) to continue to provide general GIS mapping services and support for stormwater and the City's stormdrain atlas, as they relate to implementing the State Water Board's Trash Amendment; and

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

**WHEREAS**, the parties desire to amend the Agreement so as to extend the termination to June 30, 2019; 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 the currently hourly rates due to staff and rate changes since 2014; and

**WHEREAS**, the City Council approved this Amendment No. 4, 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 \$12,000 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 \$32,000 (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-4," 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 (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. **Exhibit B Schedule of Fees**

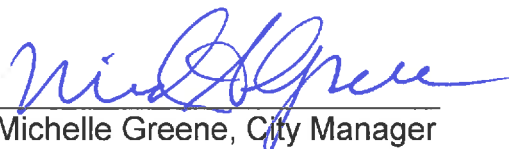
This Agreement is amended to delete and replace in its entirety:

**Exhibit B "Compensation"** with **Exhibit B-4 "Compensation"** attached hereto and incorporated herein.

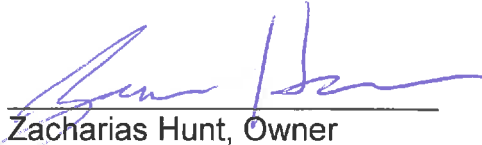
4. Except as otherwise specifically provided herein, all other provisions of the Agreement shall remain in full force and effect

**In concurrence and witness whereof**, this Amendment No. 4 has been executed by the parties effective on the date and year first written above.

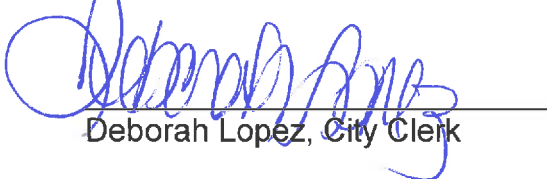
**CITY OF GOLETA**

  
Michelle Greene, City Manager

**CONSULTANT**

  
Zacharias Hunt, Owner

**ATTEST:**

  
Deborah Lopez, City Clerk

**APPROVED AS TO FORM**

  
Winnie Cai, Deputy City Attorney

## Exhibit B-4

### Schedule of Fees

#### **Mapping**

Maps - Hardcopy.....	\$70.00/hr
Maps - Digital.....	\$80.00/hr
Maps - Web.....	\$90.00/hr

#### **Training**

Level I.....	\$70.00/hr
Level II.....	\$80.00/hr
Level III.....	\$90.00/hr

#### **Database Design**

Workshop Database.....	\$85.00/hr
Enterprise Database.....	\$95.00/hr

#### **GIS Management**

Program Manager.....	\$110.00/hr
Project Manager.....	\$100.00/hr

#### **Office Services**

Graphic Designer.....	\$120.00/hr
Publications.....	\$85.00/hr

#### **Emergency Support**

First 48 billable hours.....	\$65.00/hr
After first 48 billable hours.....	\$95.00/hr
ON CALL – Minimum 2 hour	
ON CALL Status per hour.....	\$10.00/hr

#### **GIS Planning**

Needs Assessment.....	\$95.00/hr
Strategic Plan.....	\$120.00/hr

#### **GIS Data**

GPS Data Collection (Field).....	\$100.00/hr
GIS Data Development.....	\$70.00/hr
GIS Data Conversion.....	\$80.00/hr
GIS Data Analysis.....	\$90.00/hr

#### **Staff Supplement**

GIS Technician.....	\$65.00/hr
GIS Analyst.....	\$75.00/hr
GIS Program Supervisor.....	\$85.00/hr

**Material and Outside Services** – Subcontractors, rental of special equipment, special reproductions and blueprinting, outside data processing and computer services, etc., are charged at 1.15 times the direct cost.

**Travel Expenses** – Mileage is billed at the Federal IRS rates per mile. Per diem where overnight stay is involved is charged at cost.

**Invoices & Late Charges** – All fees will be billed to Client monthly and shall be due and payable upon receipt. Invoices are delinquent if not paid within thirty (30) days from the date of the invoice. Client agrees to pay a monthly late charge equal to one percent (1%) per month of the outstanding balance until paid in full.



Agreement No. 2014-069.5  
City of Goleta, California

**AMENDMENT NO. 5  
TO A PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF GOLETA  
AND**

**ZACHARIAS HUNT dba ZWORLD GEOSPATIAL INFORMATION SYSTEMS**

**This Amendment No. 5** to a Professional Services Agreement is made on this 16<sup>th</sup> day of October, 2018 between the **City of Goleta**, ("City") and **ZWorld Geospatial Information Systems**, a sole proprietorship, ("Consultant") dated June 26, 2014 ("Agreement", Agreement No. 2014-069).

**RECITALS**

**WHEREAS**, the Agreement with Consultant was entered into for the purpose of providing GIS data development, maintenance, mapping and application support for the City's Stormwater Management Plan; and

**WHEREAS**, the Agreement was entered into on June 26, 2014 with a maximum compensation of \$10,000 and a termination date of June 20, 2015; and

**WHEREAS**, the Agreement was amended by Amendment No. 1 on June 2, 2015 to add an additional \$10,000 in compensation and extend the term to June 30, 2016; and

**WHEREAS**, the Agreement was amended by Amendment No. 2 on June 21, 2016 to extend the term to June 30, 2017; and

**WHEREAS**, the Agreement was amended by Amendment No. 3 on July 31, 2017 to extend the term to June 30, 2018; and

**WHEREAS**, the Agreement was amended by Amendment No. 4 on June 19, 2018 to add an additional \$12,000 in compensation and extend the term to June 30, 2019; and

**WHEREAS**, the Agreement between the City and Consultant currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed thirty-two thousand dollars (\$32,000); and

**WHEREAS**, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of ten thousand dollars (\$10,000) to continue to provide general GIS mapping services and support for stormwater and the City's stormdrain atlas, as they relate to implementing the State Water Board's Trash Amendment; and

**WHEREAS**, the City Council, on this 16<sup>th</sup> day of October, 2018, approved and authorized the City Manager to execute this Amendment No. 5.

### **AMENDED TERMS**

**Now therefore** City and Consultant agree as follows that Agreement No. 2014-069 be, and hereby is, amended as follows:

1. **Section 3 Subparagraph (a). COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of \$10,000 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 \$42,000 (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-4," 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 (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.

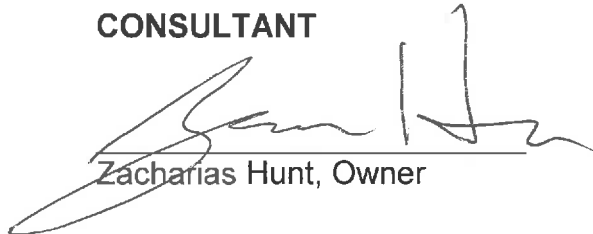
2. Except as otherwise specifically provided herein, all other provisions of the Agreement shall remain in full force and effect.

In concurrence and witness whereof, this Amendment No. 5 has been executed by the parties effective on the date and year first written above.


**CITY OF GOLETA**

  
Michelle Greene, City Manager

**CONSULTANT**

  
Zacharias Hunt, Owner

**ATTEST:**

  
Deborah Lopez, City Clerk

**APPROVED AS TO FORM**

  
Winnie Cai, Deputy City Attorney