



Agenda Item B.20
CONSENT CALENDAR
Meeting Date: June 18, 2019

TO: Mayor and Councilmembers

FROM: Peter Imhof, Planning and Environmental Review Director

CONTACT: Anne Wells, Advance Planning Manager

SUBJECT: Advance Planning Division Professional Services Contracts for Fiscal Years 2019-20 and 2020-21

RECOMMENDATION:

- A. Authorize the City Manager to execute Amendment No. 2 to Professional Services Agreement No. 2017-056 with RRM Design Group, for continued assistance with the New Zoning Ordinance and Local Coastal Program projects, increasing the maximum contract amount by \$20,000, for a total not-to-exceed amount of \$284,107.23 and extending the term of the agreement to June 30, 2021, subject to the approval of the Fiscal Year 2019-20 and Fiscal Year 2020-21 Budget (Attachment 1);
- B. Authorize the City Manager to execute Amendment No. 1 to Professional Services Agreement No. 2019-009 with RRM Design Group, for continued assistance with the Creek and Watershed Management Plan project, increasing the maximum contract amount by \$42,000, for a total not-to-exceed amount of \$70,000, and extending the term of the agreement to June 30, 2021, subject to the approval of the Fiscal Year 2019-20 and Fiscal Year 2020-21 Budget (Attachment 2);
- C. Authorize the City Manager to execute Amendment No. 1 to Professional Services Agreement No. 2017-039 with JDL Mapping, for continued GIS and Mapping services, increasing the maximum contract amount by \$80,000, for a total not-to-exceed amount of \$175,000, amending the hourly rates, and extending the term of the agreement to June 30, 2021, subject to the approval of the Fiscal Year 2019-20 and Fiscal Year 2020-21 Budget (Attachment 3);
- D. Authorize the City Manager to execute Amendment No. 1 to Professional Services Agreement No. 2017-031 with Storrer Environmental Services, for continued Beach Hazards monitoring and inventory services, increasing the maximum contract amount by \$14,000, for a total not-to-exceed amount of \$34,000, amending the hourly rates, and extending the term of the agreement to

June 30, 2021, subject to the approval of the Fiscal Year 2019-20 and Fiscal Year 2020-21 Budget (Attachment 4);

- E. Authorize the City Manager to execute Amendment No. 2 to Professional Services Agreement No. 2015-112 with ICF Jones & Stokes, for continued editing and formatting services, increasing the maximum contract amount by \$8,000, for a total not-to-exceed amount of \$33,000, amending the hourly rates, allowing for counterparts, and extending the term of the agreement to June 30, 2021, subject to the approval of the Fiscal Year 2019-20 and Fiscal Year 2020-21 Budget (Attachment 5); and
- F. Authorize the City Manager to execute a Professional Services Agreement with Storrer Environmental Services for Environmental Monitoring services for a total not to exceed \$40,000, term ending June 30, 2021, subject to the approval of the Fiscal Year 2019-20 and Fiscal Year 2020-21 Budget (Attachment 6).

BACKGROUND

The Advance Planning Division contracts with various consultants to ensure Division projects get completed and services expected of the Division are provided. Below is a description of various consultant services needed and, where applicable, the status of existing contracts. Many of the Division's existing contracts are set to expire on June 30, 2019 to align with the two-year budget cycle. Consequently, staff is bringing forward a package of proposed amendments, and one new contract, to continue the services outlined below for the next two-year budget cycle.

New Zoning Ordinance Project and Local Coastal Program

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

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

On July 18, 2017, Council authorized the City Manager to execute a new agreement for professional services with RRM in an amount not to exceed \$244,107.23 with a termination date of June 30, 2018 (Agreement 2017-056). The scope of work included uncompleted tasks remaining under the expired Agreement 2015-054 as well as expanded public outreach. The new agreement was amended on June 19, 2018 to add an additional \$20,000 to support increased public outreach expected with the release of a Revised Draft of the New Zoning Ordinance.

Since the execution of the first amendment, RRM and the City produced a Revised Draft of the New Zoning Ordinance that was released in January 2019. Accompanying the Revised Draft were several support documents, including the Key Issues Guide, which RRM worked extensively on. Since January, the City has undergone an extensive outreach program to receive feedback on the Revised Draft with the assistance of RRM.

Creek and Watershed Management Plan

On January 28, 2019, the City Manager executed an agreement with RRM to support the City with the Creek and Watershed Management Plan (CWMP). The intent of the agreement is for RRM staff member Pam Ricci to serve as the project planner for the CWMP. Since that time, RRM has assisted staff with the development of a Request for Qualifications/Request for Proposal (RFQ/RFP), selection of a project consultant, and preparation of a staff report for an agreement with the project consultant, Dudek. The scope of the agreement with RRM also includes consultant oversight, document preparation for the project, coordination of public meetings throughout the CWMP development process, and assisting with public outreach. On June 4, 2019, City Council authorized the City Manager to execute an agreement with Dudek to prepare the CWMP and the project is expected to kick off early in Fiscal Year 2019-2020. The current agreement with RRM for CWMP project management support has a not-to-exceed amount of \$28,000 and expires on December 31, 2019.

Geographic Information Systems (GIS) Services

Since incorporation, the City has outsourced GIS services with JDL Mapping. Through various agreements with the City, JDL Mapping has managed the City's spatial data, produced maps, including all maps used in the General Plan/Coastal Land Use Plan, represented the City at various meetings, and trained staff on spatial analysis and map making. On June 20, 2017, City Council authorized the City Manager to execute an agreement with JDL Mapping for two years of GIS services (Agreement No. 2017-039). Since that time, JDL Mapping has provided the services described above for the City. Agreement 2017-039 expires on June 30, 2019.

Beach Hazards Monitoring and Inventory

Beginning in 1928, the Ellwood coastline was used extensively for oil and gas extraction operations. Due to a lack of regulation in the early 20th century, there was often little to no oversight of subsequent well and associated infrastructure abandonment activities. As a result, remnants of the oil and gas infrastructure still litter the City's coastline.

Since 2011, the California State Lands Commission (CSLC) has endeavored to remove these hazards. The City has overseen these efforts through the issuance of permits for removal work and environmental monitoring of removal activities to ensure impacts to the environment are mitigated. In addition, the City has created a database of remnant hazards as part of the 2016 *Beach Hazards Inventory for the City of Goleta Beaches – Ellwood Pier to Coal Oil Point Santa Barbara County, California (Hazards Report)*. Monitoring oversight for the City has been conducted by Storrer Environmental Services (Storrer). In addition, Storrer created the 2016 *Hazards Report* and provided updates to this document in 2017 and 2019. The most recent monitoring and inventory work has been conducted under Agreement 2017-031. Agreement 2017-031 expires on June 30, 2019.

Editing Services

When amendments are made to the General Plan, the City relies on a professional editor to ensure edits are made consistent with the style and formatting of the document. Since adoption of the General Plan, City staff has never actually made edits to the underlying word documents for each element of the General Plan. By utilizing a professional editor, the City ensures that formatting is consistent, pagination remains intact to the greatest extent feasible, and no unintended errors are made in publishing updated General Plan pages.

On October 30, 2015, the City executed an agreement with ICF Jones & Stokes (ICF) for editing services (Agreement No. 2015-112). This agreement was amended on July 28, 2017 to extend to the term of the agreement and increasing the not-to-exceed amount to \$25,000. Most recently, ICF has assisted the City with replacement pages to the Land Use Element for the Cannabis and Accessory Uses General Plan Amendments and updating the Title Page for the Hollister Village Apartments General Plan Amendment. Agreement No. 2015-122 expires on June 30, 2019.

Environmental Monitoring

Historically, Advance Planning has overseen various oil and gas permits related to the Ellwood Onshore Facility, PRC 421 Piers, Platform Holly, and associated infrastructure. Central to this oversight has been permit compliance conducted by biological monitors. Typically, this monitoring has been covered through deposit cases funded by Venoco, Inc. Due to Venoco's bankruptcy, the City cannot rely on Venoco deposit cases to cover monitoring activities. As such, the City has transitioned funding necessary oil and gas monitoring to the City's General Fund. Pursuant to a Memorandum of Understanding (MOU) between the City and CSLC in October 2018, CSLC's assumed regulatory authority over the Ellwood Facilities for the purposes of Platform Holly and PRC 421 plug-and-abandonment work. The MOU relieved the City from any associated regulatory responsibility. However, Storrer continues to be engaged in monitoring efforts to provide local knowledge for the plug-and-abandonment work and to provide the City with a local source of information on the status of the plug-and-abandonment work and any environmental issues that arise.

Advance Planning also supports various environmental monitoring needs throughout the City on an as needed basis.

Advance Planning maintains several monitoring contracts with Storrer that were intended to cover the various oil and gas deposit cases funded by Venoco. These contracts are all set to expire on June 30, 2019. The City has also maintained a more general contract with Storrer for environmental monitoring in the past but does not have a contract currently in place for general environmental monitoring services.

DISCUSSION

NZO and LCP – RRM Design Group

As City and RRM staff finalize the revisions to the NZO based on recent outreach efforts, City staff expects the NZO will go to hearings in the fall. After adoption of the New Zoning Ordinance, City staff and RRM will work on a submittal to the California Coastal Commission as part of the LCP certification process. The certification of the LCP is Task 2 of Agreement 2017-056. Agreement 2017-056 currently expires on June 30, 2019. Consequently, it is necessary to extend the term of the agreement to ensure the contract is in place through the adoption of the NZO and certification of the LCP. As such, the amendment proposed included extending the term of the agreement to June 30, 2021. In addition, the proposed amendment includes additional funding of \$20,000. This additional funding accounts for extra workshops and open houses provided as part of the Revised Draft outreach process and for facilitating quick turnarounds on materials like the ongoing Response to Public Comments and Response to Planning Comments documents City staff posts and updates on the project website.

Creek and Watershed Management Plan – RRM Design Group

The proposed amendment to Agreement No. 2019-009 would extend the term with RRM, to June 30, 2021, to run concurrently with the agreement approved on June 4, 2019 with the project consultant, Dudek. In addition, the proposed amendment would add \$42,000 to the not-to-exceed amount of the agreement. The new not-to-exceed amount of \$70,000 would reflect the \$70,000 added to the Advance Planning budget during the Mid-Cycle Financial Review of the Two-Year Operating and Capital Improvement Program Budgets for 2018/19 on June 5, 2018 specifically for the CWMP. This amendment would enable RRM to continue to serve as the project planner and fulfill existing tasks outlined in Agreement No. 2019-009 for the CWMP for the duration of the project. The proposed amendment would also ensure that there are adequate funds assigned to the agreement to ensure RRM can continue with its work.

GIS Services – JDL Mapping

With the term of the City's existing agreement with JDL Mapping approaching, staff identified a need to execute an amendment with JDL Mapping to continue the services now provided to the City. As part of proposed amendment, JDL Mapping will continue to assist the City with GIS technical support, geodatabase updates, map preparation,

spatial analysis, and training. The proposed amendment includes an increase in the maximum compensation of \$80,000 with an extended term to June 30, 2021. JDL Mapping has provided GIS services to the City since incorporation and is familiar with the City's needs and operations. The City is satisfied with JDL Mapping's services and their responsiveness.

Beach Hazards Monitoring and Inventory – Storrer Environmental Services

As noted above, the existing agreement with Storrer for beach hazards monitoring and inventory work expires on June 30, 2019. Due to CSLC's continued efforts to remove remnant hazards, it is critical for the City to have an active contract in place when conditions are favorable for CSLC to recommence removal activities. Staff believe a contract amendment with Storrer is appropriate due to their familiarity and long-standing work on this project. The proposed amendment adds \$14,000 to the not-to-exceed amount to ensure there is \$20,000 remaining on the contract as staff expects \$6,000 to remain on the contract at the end of the 2019-20 fiscal year, an extension of the term to June 30, 2021, and an update to Storrer's staff rates. This amendment will allow for two more winters of hazards removal monitoring when those activities occur.

Editing Services – ICF Jones & Stokes

Since adoption of the General Plan, the City has utilized Liz Irvin with ICF Jones & Stokes (ICF) to provide necessary editing services. As noted above, the City's current contract with ICF expires on June 30, 2019 and therefore an amendment is needed. The proposed amendment is to extend the term two years and to add \$8,000 to the not-to-exceed amount. Staff expects \$2,000 in contract authority to remain on the agreement at the end of the 2019-20 fiscal year. Consequently, this amendment would provide for up to \$10,000 over the next two years. The amendment would also provide for new staff rates for the next two years and allow for execution of the amendment through facsimile or email. Staff is pleased with ICF's works and would like to continue this editing arrangement.

Environmental Monitoring – Storrer Environmental Services

With the term of agreements with Storrer for oil and gas monitoring approaching and with an ongoing need for local monitoring services during the CSLC plug and abandonment work at the Ellwood facilities and a more general need to have an environmental monitoring contract in place, staff recommends approval of a new environmental monitoring agreement that will cover both oil and gas related monitoring and other monitoring needs that arise. Because the City no longer has oil and gas deposit cases with Venoco, the entirety of this proposed contract would be supported by City's General Fund.

Staff recommends contracting for these services with Storrer based on Storrer's longstanding monitoring with the City and understanding of the different projects and project conditions associated with oil and gas operations and general understanding of

the biological conditions within the City. The proposed agreement is for two years of monitoring services with a maximum compensation of \$40,000.

FISCAL IMPACTS:

There are sufficient funds available 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. Below is a table outlining the funding for each of the contracts/amendments described above.

Vendor (Project)	Amount Added	Proposed Budget FY 19-20	From FY19-20	Proposed Budget FY 20-21	From FY20-21
Account 101-5-4300-500 (Professional Services)					
RRM Design Group (CWMP)	\$42,000 ¹		-		-
JDL Mapping (GIS Services)	\$80,000		\$40,000		\$40,000
Storrer Environmental Services (Beach Hazards)	\$14,000 ²		\$10,000		\$10,000
Storrer Environmental Services (Environmental Monitoring)	\$40,000		\$20,000		\$20,000
Total	\$176,000	\$210,000	\$70,000	140,000	\$70,000
Account 101-5-4300-504 (General Plan)					
ICF (Editing Services)	\$8,000 ³		\$5,000		\$5,000
Total	\$8,000	\$165,000	\$5,000	\$50,000	\$5,000
Account 101-5-4300-506 (Zoning)					
RRM Design Group (NZO/LCP)	\$20,000		\$20,000		-
Total	\$20,000	\$20,000	\$20,000	-	-

1. RRM CWMP amendment funded through FY 18-19 unencumbered funds.

2. \$6,000 of contract authority remains at the end of FY 18-19 for a total remaining contract authority of \$20,000.

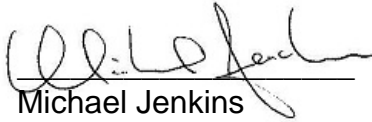
3. \$2,000 of contract authority remains at the end of FY 18-19 for a total remaining contract authority of \$10,000.


ALTERNATIVES:

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

Legal Review By:

Approved By:


Michael Jenkins
City Attorney


Michelle Greene
City Manager

ATTACHMENTS:

1. Amendment No. 2 to Professional Services Agreement 2017-056 with RRM Design Group
2. Amendment No. 1 to Professional Services Agreement 2019-009 with RRM Design Group
3. Amendment No. 1 to Professional Services Agreement 2017-039 with JDL Mapping
4. Amendment No. 1 to Professional Services Agreement 2017-031 with Storrer Environmental Services
5. Amendment No. 2 to Professional Services Agreement 2015-112 with ICF Jones & Stokes
6. Professional Services Agreement for Citywide Environmental Monitoring with Storrer Environmental Services
7. Amendment No. 1 to Professional Services Agreement 2017-056 with RRM Design Group and Professional Services Agreement 2017-056 with RRM Design Group (Available online only)
8. Professional Services Agreement 2019-009 with RRM Design Group (Available online only)
9. Professional Services Agreement 2017-039 with JDL Mapping (Available online only)

10. Professional Services Agreement 2017-031 with Storrer Environmental Services (Available online only)
11. Amendment No. 1 to Professional Services Agreement 2015-112 with ICF Jones & Stokes and Professional Services Agreement 2015-112 with ICF Jones & Stokes (Available online only)

Attachment 1

Amendment No. 2 to Professional Services Agreement 2017-056 with RRM
Design Group

**AMENDMENT NO. 2
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
RRM DESIGN GROUP**

This **Amendment No. 2** to a PROFESSIONAL SERVICES AGREEMENT by and between the **City of Goleta**, a municipal corporation ("City") and **RRM DESIGN GROUP** ("Consultant") dated July 18, 2017 ("Agreement," Agreement No. 2017-056) is made this 18th day of June, 2019.

RECITALS

WHEREAS, this Agreement is for professional planning services in support of the City's New Zoning Ordinance and Local Coastal Program certification; and

WHEREAS, the Agreement was amended on June 19, 2018 to increase the not-to-exceed amount by \$20,000 to \$264,107.23 ("Amendment No.1"); and

WHEREAS, the Agreement between City and Consultant currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed two hundred sixty-four thousand one hundred seven dollars and twenty-three cents (\$264,107.23); and

WHEREAS, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of twenty thousand dollars (\$20,000) for continued task for the New Zoning Ordinance and Local Coastal 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, 2021; and

WHEREAS, the City Council approved this Amendment No. 2, on this 18th 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 \$20,000 and to read in its entirety:

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

\$284,107.23 (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

Hourly at the hourly rates and with reimbursement to CONSULTANT for those expenses set forth in CONSULTANT's Schedule of Fees marked Exhibit "B," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until June 30, 2019, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager as described in Section 5 (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

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. 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

Erik Justesen, Chief Executive Officer

ATTEST:

Deborah Lopez, City Clerk

John Wilbanks, Secretary

APPROVED AS TO FORM



Winnie Cai, Assistant City Attorney

Attachment 2

Amendment No. 1 to Professional Services Agreement 2019-009 with RRM
Design Group

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

This **Amendment No. 1** to a PROFESSIONAL SERVICES AGREEMENT by and between the **City of Goleta**, a municipal corporation ("City") and **RRM DESIGN GROUP, INC.**, ("Consultant") dated January 28, 2019 ("Agreement," Agreement No. 2019-009) is made this 18th day of June, 2019.

RECITALS

WHEREAS, this Agreement is for Creek and Watershed Management Plan project management support; and

WHEREAS, the Agreement between City and Consultant currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed twenty-eight thousand dollars (\$28,000); and

WHEREAS, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of forty-two thousand dollars (\$42,000) for continued project management support; and

WHEREAS, the Agreement between City and Consultant currently provides in Section 6 for the termination of the Agreement on December 31, 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 City Council approved this Amendment No. 1, on this 18th 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 \$42,000 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 \$70,000 (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 December 31, 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 18 months 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. 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

Debbie Rudd, Senior Vice President

ATTEST:

Deborah Lopez, City Clerk

John Wilbanks, Secretary/Treasurer

APPROVED AS TO FORM



Winnie Cai, Assistant City Attorney

Attachment 3

Amendment No. 1 to Professional Services Agreement 2017-039 with JDL
Mapping

**AMENDMENT NO. 1
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
DENNIS LOYST dba JDL MAPPING**

This **Amendment No. 1** to a PROFESSIONAL SERVICES AGREEMENT by and between the **City of Goleta**, a municipal corporation ("City") and **DENNIS LOYST dba JDL MAPPING** ("Consultant") dated June 20, 2017 ("Agreement," Agreement No. 2017-039) is made this 18th day of June, 2019.

RECITALS

WHEREAS, this Agreement is for the Geographic Information System (GIS) services; and

WHEREAS, the Agreement between City and Consultant currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed ninety-five thousand dollars (\$95,000); and

WHEREAS, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of eighty thousand dollars (\$80,000) for continued GIS 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 between City and Consultant currently provides in Exhibit B entitled "Fee Schedule" the hourly rates for Consultant; and

WHEREAS, the parties desire to replace Exhibit B with Exhibit B-1 of the Agreement to identify new staff rates from the current rate sheet; and

WHEREAS, the City Council approved this Amendment No. 1, on this 18th 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 \$80,000 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 \$175,000 (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, 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.

(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 two years to read in its entirety.

The term of this Agreement is from July 1, 2017 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. This Agreement is amended to delete and replace in its entirety:

Exhibit B "Fee Schedule" 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. 1 has been executed by the parties effective on the date and year first above written.

CITY OF GOLETA

CONSULTANT

Michelle Greene, City Manager

Dennis Loyst, President

ATTEST:

Deborah Lopez, City Clerk

APPROVED AS TO FORM



Winnie Cai, Assistant City Attorney

**Exhibit B-1
Compensation**

Professional Services	Rate Per Hour
Senior Project Director	\$148
Technician	\$100
Intern	\$60
Direct Expenses	
Automobile Mileage	IRS Rate
Laptop Computer (Field Use Only)	\$15/day
Administrative Charges	
Subcontractor Charges	Direct Cost

Attachment 4

Amendment No. 1 to Professional Services Agreement 2017-031 with
Storrer Environmental Services

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

This **Amendment No. 1** to a PROFESSIONAL SERVICES AGREEMENT by and between the **City of Goleta**, a municipal corporation ("City") and **JOHN STORRER dba STORRER ENVIRONMENTAL SERVICES** ("Consultant") dated June 26, 2017 ("Agreement," Agreement No. 2017-031) is made this 18th day of June, 2019.

RECITALS

WHEREAS, this Agreement is for the professional monitoring and compliance services in conjunction with Beach Hazards Removal; and

WHEREAS, the Agreement between 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 fourteen thousand dollars (\$14,000) for continued beach hazards monitoring 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 between City and Consultant currently provides in Exhibit B entitled Schedule of Fees" the hourly rates for Consultant; and

WHEREAS, the parties desire to replace Exhibit B with Exhibit B-1 of the Agreement to identify updated Consultant's rates from the current rate sheet; and

WHEREAS, the City Council approved this Amendment No. 1, on this 18th 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 \$14,000 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 \$34,000 (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.

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

Exhibit B "Schedule of Fees" 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. 1 has been executed by the parties effective on the date and year first above written.

CITY OF GOLETA

CONSULTANT

Michelle Greene, City Manager

John Storrer, Owner

ATTEST:

Deborah Lopez, City Clerk

APPROVED AS TO FORM



Winnie Cai, Assistant City Attorney

**Exhibit B-1
Compensation**

PROFESSIONAL SERVICES

Principal Professional	\$140/hour
Senior Biologist/Botanist	\$125/hour
Project Biologist/Botanist	\$110/hour
Environmental Coordinator	\$110/hour
Environmental Monitor	\$110/hour

Other Direct Charges

Subcontractor Services	Cost Plus 15%
Mileage Reimbursement	Current IRS Rate

Attachment 5

Amendment No. 2 to Professional Services Agreement 2015-112 with ICF
Jones & Stokes

**AMENDMENT NO. 2
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
ICF JONES & STOKES, INC.**

This **Amendment No. 2** to a PROFESSIONAL SERVICES AGREEMENT by and between the **City of Goleta**, a municipal corporation ("City") and **ICF JONES & STOKES, INC.** ("Consultant") dated October 30, 2015 ("Agreement," Agreement No. 2015-112) is made this 18th day of June, 2019.

RECITALS

WHEREAS, this Agreement is for professional technical editing and formatting services; and

WHEREAS, the Agreement was amended on July 28, 2017 to add \$5,000 to the not-to-exceed amount for a total compensation of \$25,000 and extend the term of the Agreement to June 30, 2019 ("Amendment No.1"); and

WHEREAS, the Agreement between City and Consultant currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed twenty-five thousand dollars (\$25,000); and

WHEREAS, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of eight thousand dollars (\$8,000) for continued editing and formatting 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 between City and Consultant currently provides in Exhibit B entitled "Schedule of Fees" the hourly rates for Consultant; and

WHEREAS, the parties desire to amend Exhibit A of the Agreement to identify updated staff rates; 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 18th 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 \$8,000 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 \$33,000 (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, 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.

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

Exhibit A "Schedule of Fees" with **Exhibit A-2 "Compensation"** attached hereto and incorporated herein.

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

CITY OF GOLETA

CONSULTANT

Michelle Greene, City Manager

David Freytag, Senior Vice President

ATTEST:

Deborah Lopez, City Clerk

Rosemarie Jones, Assistant Secretary

APPROVED AS TO FORM



Winnie Cai, Assistant City Attorney

Trina Fisher, Contracts Administrator

**Exhibit A-2
Compensation**

<u>Title</u>	<u>Rate (per hour)</u>
Senior Project Director	\$300
Project Director	\$265
Technical Director	\$240
Senior Technical Analyst	\$230
Managing Consultant	\$215
Senior Consultant III	\$200
Senior Consultant II	\$175
Senior Consultant I	\$160
Associate Consultant III	\$150
Associate Consultant II	\$145
Associate Consultant I	\$125
Associate Consultant	\$115
Administrative Technician	\$75
Technician	\$75
Intern	\$65

Attachment 6

Professional Services Agreement for Citywide Environmental Monitoring with Storrer Environmental Services

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

This AGREEMENT FOR PROFESSIONAL SERVICES (herein referred to as "AGREEMENT") is made and entered into this 18th day of June, 2019, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **JOHN STORRER dba STORRER ENVIRONMENTAL SERVICES**, (herein referred to as "CONSULTANT").

WHEREAS, the CITY has a need for environmental monitoring services related to the continuing general environmental analysis and mitigation/condition compliance monitoring on numerous ongoing projects located throughout the CITY; 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 procured these services in compliance with Goleta Municipal Code Section 3.05.240(F) as CONSULTANT is identified as a pre-qualified consultant through a Request for Qualifications conducted in 2018; and

WHEREAS, the City Council, on this 18th day of June, 2019, 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 monitoring and compliance services in conjunction with both existing and future projects throughout the CITY. Services shall generally

include environmental analyses, mitigation monitoring, and documentation of compliance with the permit conditions of approval for projects as identified and assigned by the Project Manager, as more particularly set forth in the Scope of Work, attached as Exhibit "A," and incorporated herein.

3. COMPENSATION AND PAYMENT

(a) **Maximum and Rate.** The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$40,000 (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, 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.

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

4. EXTRA SERVICES

CITY shall pay CONSULTANT for those CITY authorized extra services, not reasonably included within the services described in Section 2, as mutually agreed to in advance. Unless CITY and CONSULTANT have agreed in writing before the performance of extra services, no liability and no right to claim compensation for such extra services or expenses shall exist. The applicable hourly rates for extra services shall be at the hourly rates set forth in the compensation exhibit. Any compensation for extra services shall be part of the total compensation and shall not increase the not to exceed amount identified in Section 3.

5. CITY PROJECT MANAGER AND SERVICES BY CITY

The services to be performed by CONSULTANT shall be accomplished under the general direction of, and coordinate with, CITY's "Project Manager", as that staff person is designated by CITY from time to time, and who presently is Anne Wells.

Project Manager shall have the authority to act on behalf of the CITY in administering this AGREEMENT but shall not be authorized to extend the term of the AGREEMENT or increase the not to exceed amount.

6. TERM, PROGRESS AND COMPLETION

The term of this AGREEMENT is from July 1, 2019 to June 30, 2021, unless term of this AGREEMENT is extended or the AGREEMENT is terminated as provided for herein.

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

7. OWNERSHIP OF DOCUMENTS

All drawings, designs, data, photographs, reports and other documentation (other than CONSULTANT's drafts, notes and internal memorandum), including duplication of same prepared by CONSULTANT in the performance of these services, are the property of CITY. CITY shall be entitled to immediate possession of the same upon completion of the work under this AGREEMENT, or at any earlier or later time when requested by CITY. CITY agrees to hold CONSULTANT harmless from all damages, claims, expenses, and losses arising out of any reuse of the plans and specifications for purposes other than those described in this AGREEMENT, unless written authorization of CONSULTANT is first obtained.

8. PERSONAL SERVICES / NO ASSIGNMENT / SUBCONTRACTOR

This AGREEMENT is for professional services which are personal to CITY. John Storrer is deemed to be specially trained and 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, sub-consultants, or sub-contractors, 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 15 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 ten 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 sub-consultants.

15. AUDIT OF RECORDS

At any time during normal business hours and as often as it may deem necessary, CONSULTANT shall make all its records available to a representative of CITY for examination 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. October 2018), 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, which may be required in connection with the performance of services under this AGREEMENT.

26. CAPTIONS

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

27. AUTHORIZATION

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

28. ENTIRE AGREEMENT BETWEEN PARTIES

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

29. PARTIAL INVALIDITY

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

30. NOTICES

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

TO CITY:

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

City of Goleta
PER agreement with Storrer Environmental Services
Page 9 of 12

TO CONSULTANT: Attn: John Storrer
Storrer Environmental Services, LLC
2565 Puesta Del Sol Road, #3
Santa Barbara, CA 93105

31. COUNTERPARTS AND ELECTRONIC/FACSIMILE SIGNATURES

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

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

John Storrer, Owner

ATTEST:

APPROVED AS TO FORM

Deborah Lopez, City Clerk



Winnie Cai, Deputy City Attorney

Exhibit A Scope of Work

Task 1: Review Permit Conditions

CONSULTANT shall review project Permit Conditions of Approval (Permit Conditions of Approval), as identified by the City's Project Manager.

Task 2: Monitoring and Compliance

Field monitoring shall be conducted by a CONSULTANT. The primary role of the CONSULTANT is to document the status of compliance with permit conditions through field monitoring during construction. CONSULTANT is not responsible for permit compliance success but are instead responsible for documenting the degree to which the permit conditions were implemented and to provide guidance to onsite responsible agency representative if requested.

CONSULTANT shall report directly to the City's Project Manager or their designee. CONSULTANT shall coordinate with inspectors associated with the City.

Task 3: Documentation and Reporting

Summary reports shall be filed via electronic mail at the end of each work day and provide a description of construction progress along with a brief discussion of any compliance issues that were addressed. Digital photographs that illustrate project activities shall accompany the summary reports. The reports shall be distributed to City to the attention of the City Project Manager, and other regulatory agencies as directed by the City.

Task 4: Administration

CONSULTANT shall be responsible for all necessary administrative tasks including scheduling and coordination, organizing documentation, communications with City Staff, and attendance at meetings.

**Exhibit B
Schedule of Fees**

PROFESSIONAL SERVICES

Principal Professional	\$140/hour
Senior Biologist/Botanist	\$125/hour
Project Biologist/Botanist	\$110/hour
Environmental Coordinator	\$110/hour
Environmental Monitor	\$110/hour

Other Direct Charges

Subcontractor Services	Cost Plus 15%
Mileage Reimbursement	Current IRS Rate

Attachment 7

Amendment No. 1 to Professional Services Agreement 2017-056 with RRM
Design Group and Professional Services Agreement 2017-056 with RRM
Design Group (Available online only)

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

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

RECITALS

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

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

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

WHEREAS, the City Council approved this Amendment No. 1 on this 19th day of June, 2018.

AMENDED TERMS

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

1. Section 3 Subsection (a). COMPENSATION AND PAYMENT of the Agreement is amended to add an additional authorized amount of \$20,000 and to read in its entirety:

(a) (a) Maximum and Rate. The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$264,107.23 (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:


Hourly at the hourly rates and with reimbursement to CONSULTANT for those expenses set forth in CONSULTANT's Schedule of Fees marked Exhibit "B," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until June 30,

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

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

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

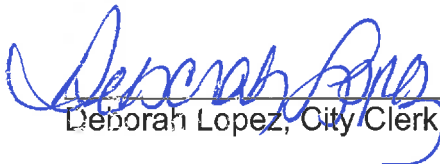
CITY OF GOLETA


Michelle Greene, City Manager

CONSULTANT


Erik Justesen, Chief Executive Officer

ATTEST:


Deborah Lopez, City Clerk


John Wilbanks, Secretary

APPROVED AS TO FORM


Winnie Cai, Deputy City Attorney



Project Name: Zoning and LCP Services

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

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

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

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

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

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

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

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

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

CITY and CONSULTANT agree as follows:

1. RETENTION AS CONSULTANT

CITY hereby retains CONSULTANT, and CONSULTANT hereby accepts such engagement, to perform the services described in Section 2. CONSULTANT warrants it has the qualifications, experience, and facilities to properly and timely perform said services.

2. DESCRIPTION OF SERVICES

The services to be performed by CONSULTANT are as follows:

City of Goleta
PER Agreement with RRM Design Group
Page 1 of 16

Professional consulting services in conjunction with the City's New Zoning Ordinance Project and Local Coastal Program Projects. Services shall generally include drafting of the New Zoning Ordinance, public outreach, and drafting of the Local Coastal Program as more particularly set forth in the Scope of Work, attached as Exhibit "A," and incorporated herein. CONSULTANT shall deliver to CITY the deliverables defined in Exhibit "A".

3. COMPENSATION AND PAYMENT

(a) **Maximum and Rate.** The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$244,107.23 (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

Hourly at the hourly rates and with reimbursement to CONSULTANT for those expenses set forth in CONSULTANT's Schedule of Fees marked Exhibit "B," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until June 30, 2019, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager as described in Section 5 (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

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

4. EXTRA SERVICES

CITY shall pay CONSULTANT for those CITY authorized extra services, not reasonably included within the services described in Section 2, as mutually agreed to in advance. Unless CITY and CONSULTANT have agreed in writing before the performance of extra services, no liability and no right to claim compensation for such extra services or expenses shall exist. The applicable hourly rates for extra services shall be at the hourly rates set forth in the compensation exhibit. Any compensation for extra services shall be part of the total compensation and shall not increase the not to exceed amount identified in Section 3.

5. CITY PROJECT MANAGER AND SERVICES BY CITY

The services to be performed by CONSULTANT shall be accomplished under the general direction of, and coordinate with, CITY's "Project Manager", as that staff

person is designated by CITY from time to time, and who presently is Anne Wells. Project Manager shall have the authority to act on behalf of the CITY in administering this AGREEMENT but shall not be authorized to extend the term of the AGREEMENT or increase the not to exceed amount.

6. TERM, PROGRESS AND COMPLETION

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

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

7. OWNERSHIP OF DOCUMENTS

All drawings, designs, data, photographs, reports and other documentation (other than CONSULTANT's drafts, notes and internal memorandum), including duplication of same prepared by CONSULTANT in the performance of these services, are the property of CITY. CITY shall be entitled to immediate possession of the same upon completion of the work under this AGREEMENT, or at any earlier or later time when requested by CITY. CITY agrees to hold CONSULTANT harmless from all damages, claims, expenses, and losses arising out of any reuse of the plans and specifications for purposes other than those described in this AGREEMENT, unless written authorization of CONSULTANT is first obtained.

8. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR

This AGREEMENT is for professional services which are personal to CITY. Martha Miller is deemed to be specially experienced and is a key member of CONSULTANT's firm, and shall be directly involved in performing, supervising or assisting in the performance of this work. This key person shall communicate with, and periodically report to, CITY on the progress of the work. Should any such individual be removed from assisting in this contracted work for any reason, CITY may terminate this AGREEMENT. The following portions of the work will be subcontracted out to other parties by CONSULTANT: Interactive Zoning Ordinance and Map

This AGREEMENT is not assignable by CONSULTANT without CITY's prior consent in writing.

9. HOLD HARMLESS AND INDEMNITY

(a) **Hold Harmless for CONSULTANT's Damages.** CONSULTANT holds CITY, its elected officials, officers, agents, and employees, harmless from all of CONSULTANT's claims, demands, lawsuits, judgments, damages, losses, injuries or liability to CONSULTANT, to CONSULTANT's employees, to CONSULTANT's

contractors or subcontractors, or to the owners of CONSULTANT's firm, which damages, losses, injuries or liability occur during the work required under this AGREEMENT, or occur while CONSULTANT is on CITY property, or which are connected, directly or indirectly, with CONSULTANT's performance of any activity or work required under this AGREEMENT.

(b) Defense and Indemnity of Third Party Claims/Liability. CONSULTANT shall investigate, defend, and indemnify CITY, its elected officials, officers, agents, and employees, from any claims, lawsuits, demands, judgments, and all liability including, but not limited to, monetary or property damage, lost profit, personal injury, wrongful death, general liability, automobile, infringement of copyright/patent/trademark, or professional errors and omissions arising out of, directly or indirectly, an error, negligence, or omission of CONSULTANT or any of CONSULTANT's officers, agents, employees, representatives, subconsultants, or subcontractors, or the willful misconduct of CONSULTANT or any of CONSULTANT's officers, agents, employees, representatives, subconsultants, or subcontractors, in performing the services described in, or normally associated with, this type of contracted work. The duty to defend shall include any suits or actions concerning any activity, product or work required under this AGREEMENT, and also include the payment of all court costs, attorney fees, expert witness costs, investigation costs, claims adjusting costs and any other costs required for and related thereto.

(c) No Waiver. CITY does not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this section because of the acceptance by CITY, or the deposit with CITY, of any insurance certificates or policies described in Section 10.

10. INSURANCE

CONSULTANT shall, at CONSULTANT's sole cost and expense, provide insurance as described herein. All insurance is to be placed with insurers authorized to do business in the State of California with an A.M. Best and Company rating level of A- or better, Class VII or better, or as otherwise approved by CITY.

Insurance shall include the following (or broader) coverage:

- a) Insurance Services Office Commercial Liability coverage "occurrence" form CG 00 01 or its exact equivalent with an edition date prior to 2004 and with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- b) Insurance Services Office form number CA 0001 or equivalent covering Automobile Liability, including hired and non-owned automobile liability with a minimum limit of \$1,000,000 per accident. If the Service Provider owns no vehicles, this requirement may be satisfied by a non-owned and hired auto endorsement to Service Provider's commercial general liability policy.

- c) Workers' Compensation insurance complying with California worker's compensation laws, including statutory limits for workers' compensation and an Employer's Liability limit of \$1,000,000 per accident or disease.
- d) Professional Liability insurance on a policy form appropriate to CONSULTANTs profession. Limits shall be no less than \$1,000,000 per claim.

Liability insurance policies required to be provided by CONSULTANT hereunder shall contain or be endorsed to contain the following provisions:

- a) CITY, its employees, officials, agents and member agencies shall be covered as additional insureds. Coverage shall apply to any and all liability arising out of the work performed or related to the contract. Additional insured status under the general liability requirement shall be provided on Insurance Services Office Form CG 20 10 with an edition date prior to 2004, or its exact equivalent. Additional insured status for completed operations shall be provided either in the additional insured form or through another endorsement such as CG 20 37 with an edition date prior to 2004.
- b) CONSULTANT's insurance shall apply to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage will not be limited to CITY's vicarious liability.
- c) Liability coverage shall be primary and non-contributing with any insurance maintained by CITY.
- d) Evidence of coverage (including the workers' compensation and employer's liability policies) shall provide that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after 30 days' prior written notice has been given to CITY. Such provision shall not include any limitation of liability of the insurer for failure to provide such notice.
- e) No liability insurance coverage provided to comply with this AGREEMENT shall prohibit CONSULTANT, or CONSULTANT's employees, or agents, from waiving the right of recovery prior to a loss. CONSULTANT waives its right of recovery against CITY.
- f) CONSULTANT agrees to deposit with CITY within fifteen days of Notice to Proceed of the Contract certificates of insurance and required endorsements.
- g) There shall be no recourse against CITY for payment of premiums or other amounts with respect to the insurance required to be provided by CONSULTANT hereunder. Any failure, actual or alleged, on the part of CITY to monitor compliance with these requirements will not be deemed as a

waiver of any rights on the part of CITY. CITY has no additional obligations by virtue of requiring the insurance set forth herein. In the event any policy of insurance required under this AGREEMENT does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments.

- h) CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against CONSULTANT arising out of the work performed under this AGREEMENT. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

11. RELATION OF THE PARTIES

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

12. CORRECTIONS

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

13. TERMINATION BY CITY

CITY, by notifying CONSULTANT in writing, may upon 10 calendar days notice, terminate without cause any portion or all of the services agreed to be performed under this AGREEMENT. If termination is for cause, no notice period need be given. In the event of termination, CONSULTANT shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by CITY to CONSULTANT within 30 days following submission of a final statement by CONSULTANT unless termination is for cause. In such event, CONSULTANT shall be compensated only to the extent required by law.

14. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by CONSULTANT of the final payment made under this AGREEMENT shall operate as and be a release of CITY from all claims and liabilities

for compensation to CONSULTANT for anything done, furnished, or relating to CONSULTANT'S work or services. Acceptance of payment shall be any negotiation of CITY's check or the failure to make a written extra compensation claim within 10 calendar days of the receipt of that check. However, approval or payment by CITY shall not constitute, nor be deemed, a release of the responsibility and liability of CONSULTANT, its employees, subcontractors, agents and CONSULTANTS for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by CITY for any defect or error in the work prepared by CONSULTANT, its employees, subcontractors, agents and CONSULTANTS.

15. AUDIT OF RECORDS

At any time during normal business hours and as often as it may deem necessary, CONSULTANT shall make available to a representative of CITY for examination of all its records with respect to all matters covered by this AGREEMENT and will permit CITY to audit, examine and/or reproduce such records. CONSULTANT will retain such financial records, time sheets, work progress reports, invoices, bills and project records for at least two years after termination or final payment under this AGREEMENT.

16. WAIVER; REMEDIES CUMULATIVE

Failure by a party to insist upon the strict performance of any of the provisions of this AGREEMENT by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this AGREEMENT, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

17. CONFLICT OF INTEREST

CONSULTANT is unaware of any CITY employee or official that has a financial interest in CONSULTANT'S business. During the term of this AGREEMENT and/or as a result of being awarded this AGREEMENT, CONSULTANT shall not offer, encourage or accept any financial interest in CONSULTANT'S business by any CITY employee or official.

18. CONSTRUCTION OF LANGUAGE OF AGREEMENT

The provisions of this AGREEMENT shall be construed as a whole according to its common meaning of purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.

19. MITIGATION OF DAMAGES

In all situations arising out of this AGREEMENT, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

20. GOVERNING LAW

This AGREEMENT, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California. Should litigation occur, venue shall be in Superior Court of Santa Barbara County.

21. TAXPAYER IDENTIFICATION NUMBER

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

22. NON-APPROPRIATION OF FUNDS

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

23. MODIFICATION OF AGREEMENT

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

24. USE OF THE TERM "CITY"

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

25. PERMITS AND LICENSES

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

26. CAPTIONS

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

27. AUTHORIZATION

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

28. ENTIRE AGREEMENT BETWEEN PARTIES

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

29. PARTIAL INVALIDITY

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

30. NOTICES

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

TO CITY:

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


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

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

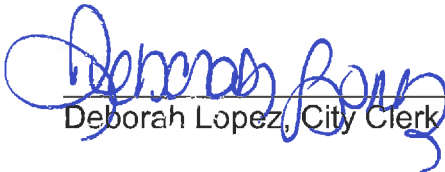
CITY OF GOLETA

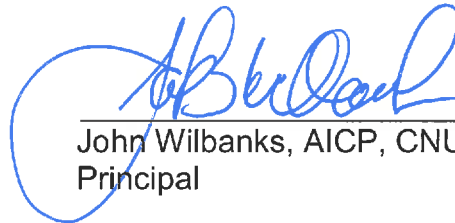

Michelle Greene, City Manager

CONSULTANT


Debbie Rudd, AICP, LEED AP
Principal

ATTEST:


Deborah Lopez, City Clerk


John Wilbanks, AICP, CNU-A
Principal

APPROVED AS TO FORM


Winnie Cai, Deputy City Attorney

EXHIBIT A

Scope of Work

Task A: Zoning Ordinance Update

Subtask A.1: Final Draft Ordinance

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

Deliverables:

Public Hearing Draft Zoning Ordinance

Subtask A.2: Environmental Review

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

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

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

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

Deliverables:

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

Findings of Fact and Statement of Overriding Considerations

Notice of Determination

Subtask A.3: Public Review and Adoption

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

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

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

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

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

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

Meetings:

Four (4) Open Houses

Seven (7) Planning Commission Workshops

Two (2) City Council Ordinance Standing Committee Meetings

One (1) Joint City Council and Planning Commission Meeting

Five (5) Councilmember and Planning Commissioner Meetings

Two (2) Planning Commission Hearings

Two (2) City Council Hearings

Deliverables:

Meeting, Open House, and Workshop Materials

Existing to Proposed Key Issues Guide

Summary of Changes from Draft to Final Zoning Ordinance

Public Hearing Presentation Materials

Response to Comments

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

Subtask A.4: Interactive Zoning Ordinance and Map

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

Meetings:

One (1) Staff training session

Deliverables:

Interactive Zoning Ordinance and Map

Subtask A.5: Website Maintenance and Outreach Coordination

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

City of Goleta

PER Agreement with RRM Design Group

Page 12 of 16

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

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

Meetings:

Attendance at four (4) meetings

Deliverables:

Website maintenance

Meeting materials

Subtask A.6: Post-Zoning Ordinance Adoption Support

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

Deliverables:

New Zoning Ordinance/Development Regulations Guide

Task B: Local Coastal Program Update

Subtask B.1: Implementation Plan

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

Deliverables:

LCP Implementation Plan (integrated into Citywide Zoning Ordinance)

Subtask B.2: Final Plan and Certification

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

City of Goleta

PER Agreement with RRM Design Group

Page 13 of 16

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

Meetings:

Two (2) Planning Commission Hearings

Two (2) City Council Hearings

Two (2) Coastal Commission Hearings

Deliverables:

Coastal Commission Application Submittal

Post-certification Base Map

Final LCP

Reimbursable Expenses

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

SERVICES AND/OR INFORMATION TO BE PROVIDED BY CITY

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

EXHIBIT B
Schedule of Fees

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

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

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

Attachment 8

Professional Services Agreement 2019-009 with RRM Design Group

Project Name: Creek and Watershed Management Plan
Project Management Support

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

This AGREEMENT FOR PROFESSIONAL SERVICES (herein referred to as "AGREEMENT") is made and entered into this 28th day of January, 2019, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **RRM Design Group, Inc.**, a California corporation (herein referred to as "CONSULTANT").

WHEREAS, the CITY has a need for professional planning services for the Creek and Watershed Management Plan Project Management Support Project; 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 procured these services in compliance with Goleta Municipal Code Section 3.05.240 by noticing and conducting a request for qualifications process to establish a Pre-Qualified Consultants List for land use planning services and CONSULTANT was deemed qualified by the CITY and placed on that list; and

WHEREAS, CONSULTANT was selected based on professional expertise and previous work experience in project management in environmental land use planning and is recommended for award of this AGREEMENT by Anne Wells, Advance Planning Manager, and

WHEREAS, the City Manager is authorized to approve and execute this AGREEMENT pursuant to Goleta Municipal Code, section 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:

City of Goleta
Planning and Environmental Review Department and RRM Design Group, Inc.
Page 1 of 14

Professional Project Management Support Services in conjunction with the Creek and Watershed Management Plan. Services shall generally include preparing a Statement of Qualifications (SOQ), overseeing the consultant selection process, preparing a contract for the selected consultant, and preparing a staff report to accompany the contract (for City Council authorization). The support would also include defining the Creek and Watershed Plan schedule and public input process that would be articulated in the SOQ 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 \$28,000 (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 December 31, 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 writing in advance of the incurrence of extra services by CONSULTANT. Unless CITY and CONSULTANT have agreed in writing before the performance of extra services, no liability and no right to claim compensation for such extra services or expenses shall exist. The applicable hourly rates for extra services shall be at the hourly rates set forth in the compensation exhibit. Any compensation for extra services shall be part of the

total compensation and shall not increase the not to exceed amount identified in Section 3.

5. CITY PROJECT MANAGER AND SERVICES BY CITY

The services to be performed by CONSULTANT shall be accomplished under the general direction of, and coordinate with, CITY's "Project Manager", as that staff person is designated by CITY from time to time, and who presently is Anne Wells, Advance Planning Manager. 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 December 31, 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 by December 31, 2019.

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. Debbie Lagomarcino Rudd is deemed to be specially experienced and is a key member of CONSULTANT's firm, and shall be directly involved in the performance of this work. This key person shall communicate with, and periodically report to, CITY on the progress of the work. Should any such individual be removed from assisting in this contracted work for any reason, CITY may terminate this AGREEMENT. This AGREEMENT may not be assigned or subcontracted without the City Manager's prior written consent.

9. HOLD HARMLESS AND INDEMNITY

(a) **Hold Harmless for CONSULTANT's Damages.** CONSULTANT holds CITY, its elected officials, officers, agents, and employees, harmless from all of 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 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, 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, sole 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. If found to be liable by a court of law, the CONSULTANT may be responsible for the payment of court costs, attorney fees, expert witness costs, and any other costs required for and related thereto.

(c) **No Waiver.** CITY does not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this section because of the acceptance by CITY, or the deposit with CITY, of any insurance certificates or policies described in Section 10.

10. INSURANCE

CONSULTANT shall, at CONSULTANT's sole cost and expense, provide insurance as described herein. All insurance is to be placed with insurers authorized to do business in the State of California with an A.M. Best and Company rating of A- or better, Class VII or better, or as otherwise approved by CITY.

Insurance shall include the following (or broader) coverage:

- a) Insurance Services Office Commercial Liability coverage "occurrence" form CG 00 01 or its exact equivalent with an edition date prior to 2004 and with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

- b) Insurance Services Office form number CA 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 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, at City's expense, 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: Attention: Debbie Rudd, Senior Vice President
RRM Design Group, Inc
3765 S. Higuera St., Ste. 102
San Luis Obispo, CA 93401

31. COUNTERPARTS AND ELECTRONIC/FACSIMILE SIGNATURES


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

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


CITY OF GOLETA

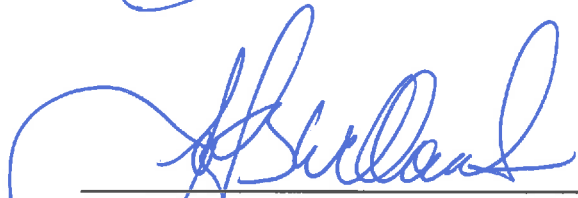

Michelle Greene, City Manager

CONSULTANT


Debbie Rudd, Senior Vice President

ATTEST


Deborah Lopez, City Clerk


John Wilbanks, Secretary/Treasurer

APPROVED AS TO FORM


Winnie Cai, Assistant City Attorney

Exhibit A Scope of Work

CONSULTANT shall complete the following Planning services for the Creek and Watershed Management Plan Project Management Support Project as described in the below tasks:

Task 1: Prepare Statement of Qualifications (SOQ).

- a. Meet with City staff to discuss and understand City goals with the program and details of envisioned components.
- b. Coordinate transfer of needed documents and/or electronic files to support preparation of SOQ.
- c. Respond to comments and edits of City staff with drafts of SOQ.
- d. Coordinate with City staff about proper noticing and posting of SOQ.

Task 2: Oversee the consultant selection process.

- a. Review submitted SOQs and prepare written comments and scoring system to rank submittals.
- b. Invite top three consultants to a formal interview.
- c. Work with City staff to create a review panel and schedule an interview date and time.
- d. Call and send out letters to top candidates for interview.
- e. Send out letters to those not invited for an interview about selection outcome.
- f. Lead interviews.
- g. Discuss with staff ranking of interviewed candidates and call top firm.

Task 3: Prepare contract for the selected consultant.

Task 4: Prepare report to accompany the contract (for City Council authorization).

- a. Attend City Council meeting in case there are questions that come up (assume item would be on consent agenda).
- b. Prepare PowerPoint presentation if this is a business item that warrants additional review and discussion by the City Council.

Task 5: Oversee work of consultant team.

- a. Establish schedule with milestones for deliverables.
- b. Coordinate consultant invoices with receipt of deliverables (define percentage of total budget for completion of tasks).
- c. Prepare staff reports for hearings when plan is reviewed.

Task 6: Provide Document Assistance.

- a. Collaborate with the consultant team regarding policy goals, formatting of document, and maps and graphics.

Task 7: Coordinate meetings.

- a. Schedule and attend meetings over the course of plan development between the City staff and consultants.
- b. Schedule and attend meetings over the course of plan development between the City staff, consultants, and other agencies with jurisdictional oversight and permitting requirements.

Task 8: Coordinate Public Outreach.

- a. Schedule meetings over the course of plan development with the selected Task Force and other identified stakeholders.
- b. Provide logistics support for meetings in terms of staffing, set-up, noticing, and interactive maps and surveys.

Deliverables:

- SOQ for distribution online and by mail to qualified consultants.
- City Council staff report for consultant selection and contract.
- Status updates and staff reports for review hearings as plan is developed.

EXHIBIT B
SCHEDULE OF FEES

EXHIBIT B
Bill Rate Ranges

Accounting and Billing Assistant	\$ 35 - \$ 60
Accounting Specialist	\$ 50 - \$ 95
Administrative Assistant	\$ 55 - \$ 90
Agency Coordinator	\$ 55 - \$ 105
Architect	\$ 90 - \$ 150
Assistant Designer	\$ 70 - \$ 100
Assistant Manager of Architecture	\$ 120 - \$ 180
Assistant Planner	\$ 70 - \$ 100
Associate Designer	\$ 75 - \$ 115
Associate Planner I	\$ 80 - \$ 115
Associate Planner II	\$ 90 - \$ 130
Billing Specialist	\$ 45 - \$ 80
Business Development Coordinator	\$ 80 - \$ 130
Business & Project Development Manager	\$ 100 - \$ 150
Chief Executive Officer	\$ 170 - \$ 315
Chief Operations Officer	\$ 150 - \$ 280
Construction Inspector	\$ 105 - \$ 150
Controller	\$ 120 - \$ 245
Design Director	\$ 130 - \$ 210
Designer - Landscape Architecture	\$ 95 - \$ 125
Designer I - Architecture	\$ 65 - \$ 100
Designer I - Engineering	\$ 45 - \$ 80
Designer II - Architecture	\$ 75 - \$ 110
Designer II - Engineering	\$ 60 - \$ 100
Designer III - Architecture	\$ 90 - \$ 145
Designer III - Engineering	\$ 75 - \$ 125
Engineer I	\$ 80 - \$ 120
Engineer II	\$ 90 - \$ 140
Facilities Coordinator	\$ 45 - \$ 80
Facilities Supervisor	\$ 60 - \$ 105
File Clerk	\$ 30 - \$ 60
Graphic Designer	\$ 75 - \$ 130
Human Resources Assistant	\$ 50 - \$ 90
Human Resources Generalist	\$ 70 - \$ 125
Human Resources Specialist	\$ 95 - \$ 140
Information Technology Assistant	\$ 45 - \$ 80
Information Technology Technician	\$ 65 - \$ 125
Information Technology Server/LAN Administrator	\$ 95 - \$ 150
Interior Designer	\$ 85 - \$ 125
Intern	\$ 45 - \$ 70
Job Captain	\$ 90 - \$ 145
Landscape Architect	\$ 90 - \$ 135
Land Surveyor	\$ 110 - \$ 160
Manager of Architecture	\$ 135 - \$ 230
Manager of Engineering Services	\$ 170 - \$ 255
Manager of Human Resources	\$ 105 - \$ 195
Manager of Information Technology	\$ 105 - \$ 230

Manager of Landscape Architecture	\$ 140 - \$ 235
Manager of Marketing	\$ 100 - \$ 185
Manager of Planning	\$ 140 - \$ 235
Manager of Surveying	\$ 150 - \$ 220
Marketing Assistant	\$ 60 - \$ 90
Marketing Coordinator	\$ 65 - \$ 110
Office Coordinator	\$ 45 - \$ 115
Party Chief	\$ 90 - \$ 150
Principal	\$ 160 - \$ 280
Principal Landscape Architect	\$ 130 - \$ 220
Principal Planner	\$ 135 - \$ 230
Project Accountant	\$ 60 - \$ 125
Project Administrator	\$ 70 - \$ 115
Project Architect	\$ 100 - \$ 160
Project Engineer	\$ 110 - \$ 165
Project Manager - Architecture	\$ 100 - \$ 160
Project Manager - Engineering	\$ 135 - \$ 225
Public Relations Coordinator	\$ 75 - \$ 130
Receptionist	\$ 40 - \$ 80
Recruiter	\$ 70 - \$ 140
Senior Accounting Specialist	\$ 75 - \$ 160
Senior Architect	\$ 130 - \$ 195
Senior Designer - Architecture	\$ 100 - \$ 175
Senior Designer - Engineering	\$ 100 - \$ 165
Senior Designer - Landscape Architecture	\$ 100 - \$ 160
Senior Interior Designer	\$ 100 - \$ 170
Senior Land Surveyor	\$ 130 - \$ 195
Senior Landscape Architect	\$ 105 - \$ 165
Senior Party Chief	\$ 110 - \$ 170
Senior Planner	\$ 105 - \$ 170
Senior Project Engineer	\$ 135 - \$ 210
Senior Project Manager - Architecture	\$ 125 - \$ 220
Survey Technician I	\$ 50 - \$ 90
Survey Technician II	\$ 60 - \$ 115
Survey Technician III	\$ 80 - \$ 140

Surveying Crew Rates

REGULAR

One person w/ GPS or Robotic Workstation	\$ 125 - \$ 155
Two person	\$ 175 - \$ 290
Three person	\$ 235 - \$ 390

PREVAILING WAGE

One person w/ GPS or Robotic Workstation	\$ 150 - \$ 180
Two person	\$ 225 - \$ 340
Three person	\$ 325 - \$ 490

Attachment 9

Professional Services Agreement 2017-039 with JDL Mapping



Agreement No. 2017-039
City of Goleta, California

Project Name: GIS Services

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF GOLETA
AND
DENNIS LOYST dba JDL MAPPING**

This AGREEMENT FOR PROFESSIONAL SERVICES (herein referred to as "AGREEMENT") is made and entered into this 20th day of June, 2017, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **DENNIS LOYST dba JDL MAPPING**, (herein referred to as "CONSULTANT").

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

WHEREAS, CONSULTANT was recommended for award based on based on professional expertise, previous work experience completed for the City, expertise in Geographic Information System (GIS) technology, and City procedures related to it; and

WHEREAS, CITY has a need for mapping services to produce maps including for the General Plan, conduct spatial analysis, manage spatial data, and support City staff coordination and training independent of developer funded cases; and

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

WHEREAS, the City Council, on this 20th 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 GIS database and mapping services in conjunction with Advance Planning technical analyses and GIS database management. Services shall generally include GIS database management/technical

support, mapping and related analysis, and training and staff coordination 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 \$95,000 (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 Anne Wells Project Manager shall have the authority to act on behalf of the CITY in administering

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

6. TERM, PROGRESS AND COMPLETION

The term of this AGREEMENT is from July 1, 2017 to June 30, 2019 unless term of this AGREEMENT is extended or the AGREEMENT is terminated as provided for herein.

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

7. OWNERSHIP OF DOCUMENTS

All drawings, designs, data, photographs, reports and other documentation (other than CONSULTANT's drafts, notes and internal memorandum), including duplication of same prepared by CONSULTANT in the performance of these services, are the property of CITY. CITY shall be entitled to immediate possession of the same upon completion of the work under this AGREEMENT, or at any earlier or later time when requested by CITY. CITY agrees to hold CONSULTANT harmless from all damages, claims, expenses, and losses arising out of any reuse of the plans and specifications for purposes other than those described in this AGREEMENT, unless written authorization of CONSULTANT is first obtained.

8. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR

This AGREEMENT is for professional services which are personal to CITY. Dennis Loyst 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. TAXPAYER IDENTIFICATION NUMBER

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

22. NON-APPROPRIATION OF FUNDS

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

23. MODIFICATION OF AGREEMENT

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

24. USE OF THE TERM "CITY"

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

25. PERMITS AND LICENSES

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

26. CAPTIONS

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

27. AUTHORIZATION

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

28. ENTIRE AGREEMENT BETWEEN PARTIES

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

29. PARTIAL INVALIDITY

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

30. NOTICES


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

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

TO CONSULTANT: Attention: Dennis Loyst
JDL Mapping
1129 State St., Suite 9
Santa Barbara, CA 93101

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

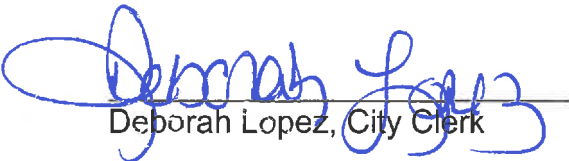
CITY OF GOLETA


Michelle Greene, City Manager

CONSULTANT


Dennis Loyst, President

ATTEST:


Deborah Lopez, City Clerk

APPROVED AS TO FORM



Winnie Cai, Deputy City Attorney

Exhibit A Scope of Work

Task 1: GIS Technical Support.

CONSULTANT shall manage existing Geographic Information System (GIS) database including, but not limited to, archiving and replacing outdated shapefiles in order to reduce the likelihood of database layer versioning.

CONSULTANT shall provide maintenance and management of the CITY's GIS Database. CONSULTANT shall make periodic visits to City Hall as directed by the Project Manager to oversee that the database is up-to-date with current files and metadata. All new mapping layers shall be updated using best management practices for geodatabases.

Task 2: Map Preparation and GIS Analysis

CONSULTANT shall update General Plan maps, prepare miscellaneous maps and conduct related GIS data analysis at the direction of the Project Manager. CONSULTANT shall update the maps using data from the CITY's GIS database as described in Task 1. Staff estimates that 20 General Plan/Coastal Land Use Plan (GP/CLUP) maps shall need revisions during the terms of this contract.

In addition to GP/CLUP updates, CONSULTANT shall prepare miscellaneous maps such as census, demographics, and coastal access maps and conduct associated GIS data analysis at the direction of the Project Manager.

The aforementioned maps shall be print-ready for reproduction in .pdf format. All final work products shall be provided to the City of Goleta in both digital and hard copy format. Digital GIS layers, including metadata, shall be transferred via a compact disc or similar file transfer system and organized in such a method that City staff can easily move the layers to the City mapping database. Final mapping products shall also be provided in .pdf format and provided to the City on a compact disc.

Task 3: City Staff GIS Coordination Meetings and Training

CONSULTANT shall facilitate monthly GIS meetings to review shapefile management, versioning control, and status of imagery and data purchases and to support staff GIS training. The meetings shall be hosted at City Hall. CONSULTANT shall coordinate the meeting agendas and attendance with Advance Planning staff. Advance Planning staff will coordinate the City staff invites. CONSULTANT shall also assist individual staff members with training on an as-needed basis.

Exhibit B Fee Schedule

Professional Services		Rate Per Hour
Senior Project Director		\$148
Technician		\$100
Intern		\$60
Direct Expenses		
Automobile Mileage		IRS Rate
Laptop Computer (Field Use Only)		\$15/day
Administrative Charges		
Subcontractor Charges		Direct Cost

Attachment 10

Professional Services Agreement 2017-031 with Storrer Environmental
Services



Agreement No. 2017-031
City of Goleta, California

Project Name: Beach Hazards Removal Project
Monitoring and Compliance Services

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

This AGREEMENT FOR PROFESSIONAL SERVICES (herein referred to as "AGREEMENT") is made and entered into this 26th day of June, 2017, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **JOHN STORRER dba STORRER ENVIRONMENTAL SERVICES**, (herein referred to as "CONSULTANT").

WHEREAS, CONSULTANT represents that 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, the CITY has a need for environmental monitoring services related to the Beach Hazards Removal Project; and

WHEREAS, CONSULTANT was recommended for award based on ongoing contractual relationship with other entities related to this specific project and other interconnected projects, and has been recommended for award of this AGREEMENT by the Advance Planning Manager and the Planning and Environmental Review Department Director; and

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

CITY and CONSULTANT agree as follows:

1. RETENTION AS CONSULTANT

CITY hereby retains CONSULTANT, and CONSULTANT hereby accepts such engagement, to perform the services described in Section 2. CONSULTANT warrants it has the qualifications, experience, and facilities to properly and timely perform said services.

2. DESCRIPTION OF SERVICES

The services to be performed by CONSULTANT are as follows:

Professional monitoring and compliance services in conjunction with Beach Hazards Removal Project (Project). Services shall generally include documentation of compliance with the permit conditions of approval for the Project as identified by the Project Manager and tracking of hazards removal efforts, as more particularly set forth in the Scope of Work, attached as Exhibit "A," and incorporated herein.

3. COMPENSATION AND PAYMENT

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

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

4. EXTRA SERVICES

CITY shall pay CONSULTANT for those CITY authorized extra services, not reasonably included within the services described in Section 2, as mutually agreed to in advance. Unless CITY and CONSULTANT have agreed in writing before the performance of extra services, no liability and no right to claim compensation for such extra services or expenses shall exist. The applicable hourly rates for extra services shall be at the hourly rates set forth in the compensation exhibit. Any compensation for extra services shall be part of the total compensation and shall not increase the not to exceed amount identified in Section 3.

5. CITY PROJECT MANAGER AND SERVICES BY CITY

The services to be performed by CONSULTANT shall be accomplished under the general direction of, and coordinate with, CITY's "Project Manager", as that staff person is designated by CITY from time to time, and who presently is Anne Wells.

Project Manager shall have the authority to act on behalf of the CITY in administering this AGREEMENT but shall not be authorized to extend the term of the AGREEMENT or increase the not to exceed amount.

6. TERM, PROGRESS AND COMPLETION

The term of this AGREEMENT is from July 1, 2017 to June 30, 2019, unless term of this AGREEMENT is extended or the AGREEMENT is terminated as provided for herein.

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

7. OWNERSHIP OF DOCUMENTS

All drawings, designs, data, photographs, reports and other documentation (other than CONSULTANT's drafts, notes and internal memorandum), including duplication of same prepared by CONSULTANT in the performance of these services, are the property of CITY. CITY shall be entitled to immediate possession of the same upon completion of the work under this AGREEMENT, or at any earlier or later time when requested by CITY. CITY agrees to hold CONSULTANT harmless from all damages, claims, expenses, and losses arising out of any reuse of the plans and specifications for purposes other than those described in this AGREEMENT, unless written authorization of CONSULTANT is first obtained.

8. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR

This AGREEMENT is for professional services which are personal to CITY. John Storrer is deemed to be specially experienced and is a key member of CONSULTANT's firm, and shall be directly involved in performing, supervising or assisting in the performance of this work. This key person shall communicate with, and periodically report to, CITY on the progress of the work. Should any such individual be removed from assisting in this contracted work for any reason, CITY may terminate this AGREEMENT.

This AGREEMENT is not assignable by CONSULTANT without CITY's prior consent in writing.

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(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

City of Goleta

PER agreement with Storrer Environmental Services

Page 3 of 13

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.
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- 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.
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- 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.
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- 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.

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

13. TERMINATION BY CITY

CITY, by notifying CONSULTANT in writing, may upon 10 calendar days notice, terminate without cause any portion or all of the services agreed to be performed under this AGREEMENT. If termination is for cause, no notice period need be given. In the event of termination, CONSULTANT shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by CITY to CONSULTANT within 30 days following submission of a final statement by CONSULTANT unless termination is for cause. In such event, CONSULTANT shall be compensated only to the extent required by law.

14. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by CONSULTANT of the final payment made under this AGREEMENT shall operate as and be a release of CITY from all claims and liabilities

for compensation to CONSULTANT for anything done, furnished, or relating to CONSULTANT'S work or services. Acceptance of payment shall be any negotiation of CITY's check or the failure to make a written extra compensation claim within 10 calendar days of the receipt of that check. However, approval or payment by CITY shall not constitute, nor be deemed, a release of the responsibility and liability of CONSULTANT, its employees, subcontractors, agents and CONSULTANTS for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by CITY for any defect or error in the work prepared by CONSULTANT, its employees, subcontractors, agents and CONSULTANTS.

15. AUDIT OF RECORDS

At any time during normal business hours and as often as it may deem necessary, CONSULTANT shall make available to a representative of CITY for examination of all its records with respect to all matters covered by this AGREEMENT and will permit CITY to audit, examine and/or reproduce such records. CONSULTANT will retain such financial records, time sheets, work progress reports, invoices, bills and project records for at least two years after termination or final payment under this AGREEMENT.

16. WAIVER; REMEDIES CUMULATIVE

Failure by a party to insist upon the strict performance of any of the provisions of this AGREEMENT by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this AGREEMENT, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

17. CONFLICT OF INTEREST

CONSULTANT is unaware of any CITY employee or official that has a financial interest in CONSULTANT'S business. During the term of this AGREEMENT and/or as a result of being awarded this AGREEMENT, CONSULTANT shall not offer, encourage or accept any financial interest in CONSULTANT'S business by any CITY employee or official.

18. CONSTRUCTION OF LANGUAGE OF AGREEMENT

The provisions of this AGREEMENT shall be construed as a whole according to its common meaning of purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.

19. MITIGATION OF DAMAGES

In all situations arising out of this AGREEMENT, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

20. GOVERNING LAW

This AGREEMENT, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California. Should litigation occur, venue shall be in Superior Court of Santa Barbara County.

21. TAXPAYER IDENTIFICATION NUMBER

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

22. NON-APPROPRIATION OF FUNDS

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

23. MODIFICATION OF AGREEMENT

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

24. USE OF THE TERM "CITY"

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

25. PERMITS AND LICENSES

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

26. CAPTIONS

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

27. AUTHORIZATION

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

28. ENTIRE AGREEMENT BETWEEN PARTIES

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

29. PARTIAL INVALIDITY

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

30. NOTICES

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

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

TO CONSULTANT: Attn: John Storrer
Storrer Environmental Services
2565 Puesta Del Sol Road #3
Santa Barbara, CA 93105

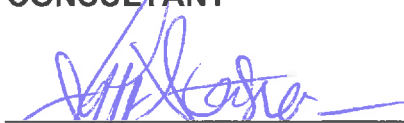
In concurrence and witness whereof, this AGREEMENT has been executed by the parties effective on the date and year first above written.

CITY OF GOLETA



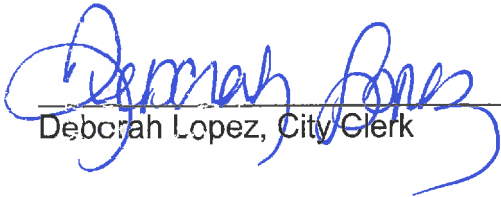
Michelle Greene, City Manager

CONSULTANT



John Storrer, Owner

ATTEST:



Deborah Lopez, City Clerk

APPROVED AS TO FORM



Winnie Cai, Deputy City Attorney

Exhibit A Scope of Work

Task 1: Review Permit Conditions

CONSULTANT shall review project Permit Conditions of Approval (Permit Conditions of Approval), as identified by the City's Project Manager.

Task 2: Monitoring and Compliance

Field monitoring shall be conducted by a CONSULTANT. The primary role of the CONSULTANT is to document the status of beach hazards removal and compliance with permit conditions through field monitoring during construction. CONSULTANT is not responsible for permit compliance success but are instead responsible for documenting the degree to which the permit conditions were implemented and to provide guidance to onsite responsible agency representative if requested.

CONSULTANT shall report directly to the City's Project Manager or their designee. CONSULTANT shall coordinate with inspectors associated with the City.

Task 3: Documentation and Reporting

Summary reports shall be filed via electronic mail at the end of each work day and provide a description of construction progress along with a brief discussion of any compliance issues that were addressed. Digital photographs that illustrate project activities shall accompany the summary reports. The reports shall be distributed to City to the attention of the City Project Manager, and other regulatory agencies as directed by the City.

Task 4: Hazard Removal Tracking

At the request of the City, CONSULTANT shall provide an update to the previously drafted *Beach Hazards Inventory for the City of Goleta Beaches – Ellwood Pier to Coal Oil Point* including but not limited to updated survey information, spatial data, and removal summary information.

Task 5 Administration

CONSULTANT shall be responsible for all necessary administrative tasks including scheduling and coordination, organizing documentation, communications with City Staff, and attendance at meetings.

**Exhibit B
Schedule of Fees**

PROFESSIONAL SERVICES

Principal Professional	\$135/hour
Senior Biologist/Botanist	\$120/hour
Project Biologist/Botanist	\$110/hour
Environmental Coordinator	\$110/hour
Environmental Monitor	\$80/hour

OTHER DIRECT CHARGES

Subcontracted Services	Cost Plus 15%
Automobile Mileage (current IRS rate)	\$0.535/mile

Attachment 11

Amendment No. 1 to Professional Services Agreement 2015-112 with ICF
Jones & Stokes and Professional Services Agreement 2015-112 with ICF
Jones & Stokes (Available online only)

**AMENDMENT NO. 1
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
ICF JONES & STOKES, INC.**

This Amendment No. 1 is made this 28th day of July, 2017 to a Professional Services Agreement between the **CITY OF GOLETA** ("City") and **ICF JONES & STOKES, INC.** ("Consultant") dated October 30, 2015 ("Agreement," Agreement No. 2015-112).

RECITALS

WHEREAS, the Agreement was originally entered into to provide the City with professional technical formatting and editing services in conjunction with the General Plan / Coastal Land Use Plan and Zoning Ordinance; and

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

WHEREAS, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of five thousand (\$5,000) dollars for continued editing and formatting services; and

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

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

WHEREAS, the City Manager approved this contract Amendment No. 1 on this 28th day of July, 2017 pursuant to 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 \$5,000 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 \$25,000 (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, 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 two years to read in its entirety:

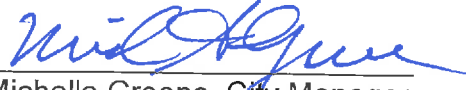
The term of this Agreement is from the date first written above to June 30, 2019, unless term of this Agreement is extended or the Agreement is terminated as provided for herein.

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.

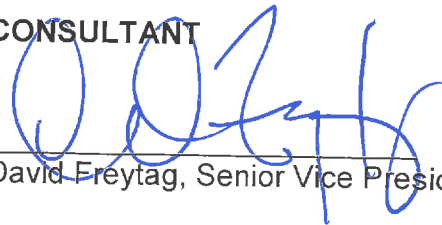
3. Except as otherwise specifically provided herein, all other provisions of the Agreement shall remain in full force and effect.

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

CITY OF GOLETA

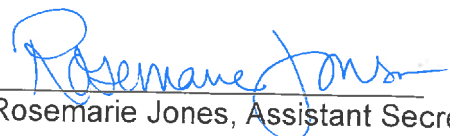

Michelle Greene, City Manager

CONSULTANT



David Freytag, Senior Vice President

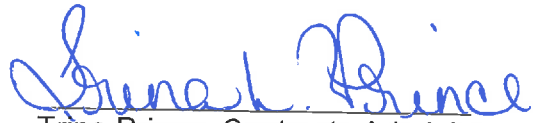
ATTEST:


Deborah Lopez, City Clerk

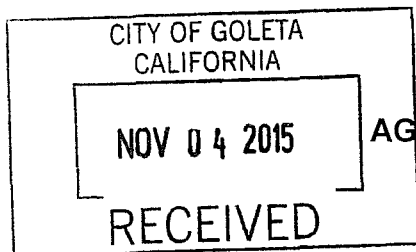

Rosemarie Jones, Assistant Secretary

APPROVED AS TO FORM


Winnie Cai, Deputy City Attorney


Trina Prince, Contracts Administrator

Project Name: GP/CLUP



**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF GOLETA
AND
ICF JONES & STOKES, INC.**

This AGREEMENT FOR PROFESSIONAL SERVICES is made and entered into this 30th day of October, 2015, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **ICF JONES & STOKES, INC.** (herein referred to as "CONSULTANT").

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

WHEREAS, CONSULTANT was selected based on expertise in editing and formatting policy documents with prior experience editing and formatting the City's 2006 General Plan and Housing Element and subsequent amendments and has been recommended for award of this AGREEMENT by Advance Planning Manager Anne Wells; and

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

CITY and CONSULTANT agree as follows:

1. RETENTION AS CONSULTANT

CITY hereby retains CONSULTANT, and CONSULTANT hereby accepts such engagement, to perform the services described in Section 2. CONSULTANT warrants it has the qualifications, experience, and facilities to properly and timely perform said services.

2. DESCRIPTION OF SERVICES

The services to be performed by CONSULTANT are as follows:

Professional technical editing and formatting services in conjunction with the General Plan Local Coastal Program and Zoning Ordinance Projects. Services shall generally include technical editing to check for consistency in policy reference, tone, acronyms, and use of technical language throughout the City's General Plan and Coastal Land Use Plan under the direction and supervision of the City's Advance Planning Manager.

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 \$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 "A," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until June 30, 2017, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

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

4. EXTRA SERVICES

CITY shall pay CONSULTANT for those CITY authorized extra services, not reasonably included within the services described in Section 2, as mutually agreed to in advance. Unless CITY and CONSULTANT have agreed in writing before the performance of extra services, no liability and no right to claim compensation for such extra services or expenses shall exist. The applicable hourly rates for extra services shall be at the hourly rates set forth in the compensation exhibit. Any compensation for extra services shall be part of the total compensation and shall not increase the not to exceed amount identified in Section 3.

5. CITY PROJECT MANAGER AND SERVICES BY CITY

The services to be performed by CONSULTANT shall be accomplished under the general direction of, and coordinate with, CITY's "Project Manager", as that staff person is designated by CITY from time to time, and who presently is Anne Wells. Project Manager shall have the authority to act on behalf of the CITY in administering this AGREEMENT but shall not be authorized to extend the term of the AGREEMENT or increase the not to exceed amount.

6. TERM, PROGRESS AND COMPLETION

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

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

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. Liz Irvin 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. AGREEMENT is not assignable by CONSULTANT without CITY's prior consent in writing.

9. HOLD HARMLESS AND INDEMNITY

(a) Hold Harmless for CONSULTANT's Damages. CONSULTANT holds CITY, its elected officials, officers, agents, and employees, harmless from all of CONSULTANT's claims, demands, lawsuits, judgments, damages, losses, injuries or liability to CONSULTANT, to CONSULTANT's employees, to CONSULTANT's contractors or subcontractors, or to the owners of CONSULTANT's firm, which damages, losses, injuries or liability occur during the work required under this AGREEMENT, or occur while CONSULTANT is on CITY property, or which are connected, directly or indirectly, with CONSULTANT's performance of any activity or work required under this AGREEMENT.

(b) Defense and Indemnity of Third Party Claims/Liability. CONSULTANT shall investigate, defend, and indemnify CITY, its elected officials, officers, agents, and employees, from any claims, lawsuits, demands, judgments, and all liability including, but not limited to, monetary or property damage, lost profit, personal injury, wrongful death, general liability, automobile, infringement of copyright/patent/trademark, or professional errors and omissions arising out of, directly or indirectly, an error, negligence, or omission of CONSULTANT or any of CONSULTANT's officers, agents, employees, representatives, subconsultants, or subcontractors, or the willful misconduct of CONSULTANT or any of CONSULTANT's officers, agents, employees, representatives, subconsultants, or subcontractors, in performing the services described in, or normally associated with, this type of contracted work. The duty to defend shall include any suits or actions concerning any activity, product or work required under this AGREEMENT, and also include the payment of all court costs, attorney fees, expert witness costs, investigation costs, claims adjusting costs and any other costs required for and related thereto.

(c) No Waiver. CITY does not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this section because of the acceptance by CITY, or the deposit with CITY, of any insurance certificates or policies described in Section 10.

10. INSURANCE

CONSULTANT shall, at CONSULTANT's sole cost and expense, provide insurance as described herein. All insurance is to be placed with insurers authorized to do business in the State of California with an A.M. Best and Company rating of A- or better, Class VII or better, or as otherwise approved by CITY.

Insurance shall include the following (or broader) coverage:

- a) Insurance Services Office Commercial Liability coverage "occurrence" form CG 00 01 or its exact equivalent with an edition date prior to 2004 and with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- b) Insurance Services Office form number CA 0001 or equivalent covering Automobile Liability, including hired and non-owned automobile liability with a minimum limit of \$1,000,000 per accident. If the Service Provider owns no vehicles, this requirement may be satisfied by a non-owned and hired auto endorsement to Service Provider's commercial general liability policy.
- c) Workers' Compensation insurance complying with California worker's compensation laws, including statutory limits for workers' compensation and an Employer's Liability limit of \$1,000,000 per accident or disease.

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 5 calendar days notice, terminate without cause any portion or all of the services agreed to be performed under this AGREEMENT. If termination is for cause, no notice period need be given. In the event of termination, CONSULTANT shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by CITY to CONSULTANT within 30 days following submission of a final statement by CONSULTANT unless termination is for cause. In such event, CONSULTANT shall be compensated only to the extent required by law.

14. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by CONSULTANT of the final payment made under this AGREEMENT shall operate as and be a release of CITY from all claims and liabilities for compensation to CONSULTANT for anything done, furnished, or relating to CONSULTANT's work or services. Acceptance of payment shall be any negotiation of CITY's check or the failure to make a written extra compensation claim within 10 calendar days of the receipt of that check. However, approval or payment by CITY shall not constitute, nor be deemed, a release of the responsibility and liability of CONSULTANT, its employees, subcontractors, agents and consultant for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability

by CITY for any defect or error in the work prepared by CONSULTANT, its employees, subcontractors, agents and subconsultants.

15. AUDIT OF RECORDS

At any time during normal business hours and as often as it may deem necessary, CONSULTANT shall make available to a representative of CITY for examination of all its records with respect to all matters covered by this AGREEMENT and will permit CITY to audit, examine and/or reproduce such records. CONSULTANT will retain such financial records, time sheets, work progress reports, invoices, bills and project records for at least two years after termination or final payment under this AGREEMENT.

16. WAIVER; REMEDIES CUMULATIVE

Failure by a party to insist upon the strict performance of any of the provisions of this AGREEMENT by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this AGREEMENT, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

17. CONFLICT OF INTEREST

CONSULTANT is unaware of any CITY employee or official that has a financial interest in CONSULTANT'S business. During the term of this AGREEMENT and/or as a result of being awarded this AGREEMENT, CONSULTANT shall not offer, encourage or accept any financial interest in CONSULTANT'S business by any CITY employee or official.

18. CONSTRUCTION OF LANGUAGE OF AGREEMENT

The provisions of this AGREEMENT shall be construed as a whole according to its common meaning of purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.

19. MITIGATION OF DAMAGES

In all situations arising out of this AGREEMENT, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

20. GOVERNING LAW

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22. NON-APPROPRIATION OF FUNDS

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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"

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25. PERMITS AND LICENSES

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

26. CAPTIONS

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

27. AUTHORIZATION

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

28. ENTIRE AGREEMENT BETWEEN PARTIES

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

29. PARTIAL INVALIDITY

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

30. NOTICES

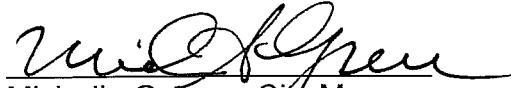
Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

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

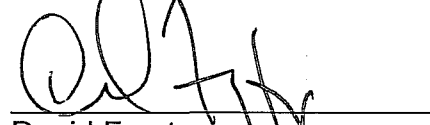
TO CONSULTANT: Attention: Charles Smith
 ICF Jones & Stokes, Inc.
 1 Ada, Suite 100
 Irvine, CA 92618

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

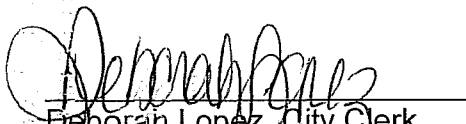
CITY OF GOLETA

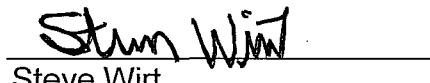

Michelle Greene, City Manager

CONSULTANT


David Freytag
Senior Vice President

ATTEST:


Deborah Lopez, City Clerk


Steve Wirt
Assistant Secretary

APPROVED AS TO FORM


Tim W. Giles, City Attorney

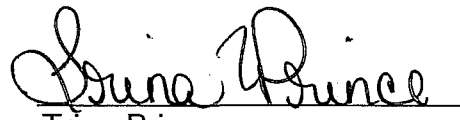

Trina Prince
Contracts Administrator

Exhibit A
Schedule of Fees

<u>Title</u>	<u>Rate (per hour)</u>
Project Director	\$225
Technical Director	\$210
Senior Technical Analyst	\$195
Managing Consultant	\$190
Senior Consultant III	\$175
Senior Consultant II	\$160
Senior Consultant I	\$150
Associate Consultant III	\$135
Associate Consultant II	\$125
Associate Consultant I	\$115
Editor (Associate Consultant)	\$95
Administrative Technician	\$70
Technician	\$70
Intern	\$65