



**Agenda Item A.6**  
**CONSENT CALENDAR**  
**Meeting Date: May 21, 2019**

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**TO:** Mayor and Councilmembers

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

**CONTACT:** Lisa Prasse, Current Planning Manager

**SUBJECT:** Amendment No. 3 to Professional Services Agreement 2016-079 for citywide Historic Preservation Program/Ordinance between the City of Goleta and Historic Resources Group, LLC

**RECOMMENDATION:**

Authorize the City Manager to execute an Amendment 3 to Professional Services Agreement with Historic Resources Group, LLC to extend the term of the agreement to June 30, 2020 (Attachment 1).

**BACKGROUND:**

On June 21, 2016, the City Council approved a professional services agreement with Historic Resources Group, LLC to provide professional Historic Preservation services in conjunction with the development of a citywide Historic Preservation Ordinance. The current not-to-exceed amount for the agreement is \$135,000 with a termination date of June 30, 2018. On November 28, 2016, the contract was amended (Amendment 1) to add an additional subcontractor for this project, namely Carlberg Associates. Copies of the Agreement Numbers 2016-079, 2016-079.1, 2016-079.2 are provided as Attachments 2).

After extensive input from the community, local Native Americans, and the Planning Commission, the Context Statement was completed. With the Context Statement having been accepted by the City Council in February 2019, staff and the consultant have moved on to the next phase of the project, which is the development of the ordinance. The ordinance is anticipated to include the process and criteria by which to designate properties as well as specify regulations, the review and appeal process for properties designated as historic, enforcement provisions, etc.

Input from the community and the Planning Commission is currently being solicited as to the relevant topics necessary to shaping the future regulations. A first workshop was held on May 13, 2019 to solicit input regarding built resources and a second workshop focused on the archaeological resources is scheduled for June 24, 2019.

In the final phase, HRG will assist the City in developing an appropriate outreach strategy to inform and educate property owners and residents on the benefits of historic preservation, any requirements for modifying historic structures, as well as in raising awareness of any programs available to assist with the rehabilitation or restoration of historic structures.

**DISCUSSION:**

Progress has been made in laying the foundation for the ordinance and additional time is needed to complete the project. Barring any unforeseen delays, staff's intent is to complete this project before the end of the calendar year. However, staff recognizes that the community's, the Planning Commission's, and the Council's attention in the fall will be devoted to the adoption of the New Zoning Ordinance, which could delay hearings on the Historic Preservation Ordinance. The contract is being amended to extend the term of the contract for an additional year to facilitate the completion of the project. No changes to the scope of services are requested nor is a budget increase proposed.

**FISCAL IMPACTS:**

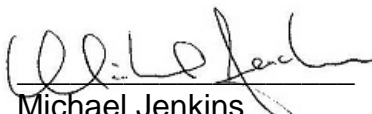
No additional appropriations are needed with this contract amendment. Contract amendment is to extend the term only to June 30, 2020.


**ALTERNATIVES:**

The City Council may elect not to authorize this contract amendment thereby ending the work on the Historic Preservation ordinance project.

**Legal Review By:**

**Approved By:**

  
Michael Jenkins  
City Attorney

  
Michelle Greene  
City Manager

**ATTACHMENTS:**

1. Amendment 3 to Professional Services Agreement No.2016- 079
2. Professional Services Agreement No. 2016-079, Professional Services Agreement No. 2016-079.1, Professional Services Agreement No. 2016-079.2 (available online only)

ATTACHMENT 1  
AMENDMENT NO. 3 TO PROFESSIONAL SERVICES AGREEMENT  
2016-079



**AMENDMENT NO.3  
TO A PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF GOLETA  
AND  
HISTORIC RESOURCES GROUP, LLC**

This **Amendment No. 3** to a PROFESSIONAL SERVICES AGREEMENT by and between the **City of Goleta**, a municipal corporation ("CITY") and **HISTORIC RESOURCES GROUP, LLC**, a California limited liability company ("CONSULTANT" dated June 21, 2016 ("AGREEMENT," Agreement No. 2016-079) is made this 21<sup>st</sup> day of May, 2019.

**RECITALS**

**WHEREAS**, this AGREEMENT is for professional Historic Preservation services in conjunction with the development of a citywide Historic Preservation ordinance; and

**WHEREAS**, on November 28, 2016, the contract was amended (Amendment 1) to add an additional subcontractor for this project, namely Carlberg Associates; and

**WHEREAS**, on June 19, 2018, the contract was amended (Amendment 2) to provide additional compensation to respond to public input on the Context Statement and have sufficient budget for added meetings and to extend the term of the agreement to June 30, 2019; and

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

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

**WHEREAS**, the CITY Council approved this Amendment No. 3, on this 21<sup>st</sup> day of May, 2019.

**AMENDED TERMS**

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

1. **Section 6. TERM, PROGRESS AND COMPLETION** of the Agreement is amended to extend the term for an additional 12 months to read in its entirety.

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

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

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

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

**CITY OF GOLETA**

**CONSULTANT**

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

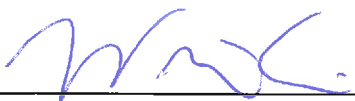
\_\_\_\_\_  
Andrea Humberger  
Administrative Principal

**ATTEST:**

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

\_\_\_\_\_  
Christine Lazzaretto  
Managing Principal

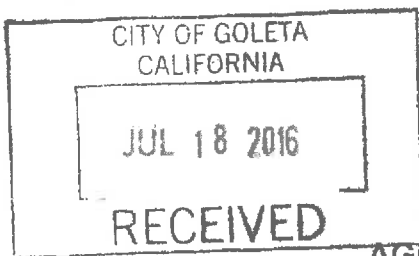
**APPROVED AS TO FORM**

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

ATTACHMENT 2  
PROFESSIONAL SERVICES AGREEMENT  
2016-079







Agreement No. 2016-079  
City of Goleta, California

Project Name: Historic Preservation Program/Ordinance

**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN THE CITY OF GOLETA  
AND  
HISTORIC RESOURCES GROUP**

This AGREEMENT FOR PROFESSIONAL SERVICES is made and entered into this 21<sup>st</sup> day of June, 2016, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **HISTORIC RESOURCES GROUP, LLC (HRG)**, (herein referred to as "CONSULTANT").

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

**WHEREAS**, CONSULTANT was recommended for award based on a competitive selection process which included the issuance of a Request for Proposals and subsequent review of qualifications and proposals and interview for the Historic Preservation Program; and

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

**WHEREAS**, the City Council, on this 21<sup>st</sup> day of June, 2016 approved this AGREEMENT and authorized the City Manager to execute this AGREEMENT per the Goleta Municipal Code 3.05.240.

CITY and CONSULTANT agree as follows:

**1. RETENTION AS CONSULTANT**

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

**2. DESCRIPTION OF SERVICES**

The services to be performed by CONSULTANT are as follows:

Professional Historic Preservation services in conjunction with development of a citywide Historic Preservation Ordinance. Services shall generally include development of a context statement, survey work, and ordinance preparation, 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 \$135,000 (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

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

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

### **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 Lisa Prasse, Current 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 June 30, 2018, unless term of this AGREEMENT is extended or the AGREEMENT is terminated as provided for herein.

CONSULTANT shall not commence work on the services to be performed until (i) CONSULTANT furnishes proof of insurance as required by paragraph 10 below, and (ii) CITY gives written authorization to proceed with the work provided by CITY's Project Manager. All services shall be completed by June 30, 2018.

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. Christine Lazzaretto 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 Native American History and Pre-History component will be subcontracted out to other parties by CONSULTANT:

Greenwood and Associates  
John M. Foster, Vice President  
725 Jacon Way  
Pacific Palisades CA 90272

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

9. **HOLD HARMLESS AND INDEMNITY**

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

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

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

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

## **10. INSURANCE**

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

Insurance shall include the following (or broader) coverage:

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

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

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

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

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

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

#### **11. RELATION OF THE PARTIES**

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

#### **12. CORRECTIONS**

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

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

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

**14. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE**

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

**15. AUDIT OF RECORDS**

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

**16. WAIVER; REMEDIES CUMULATIVE**

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

**17. CONFLICT OF INTEREST**

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

or accept any financial interest in CONSULTANT'S business by any CITY employee or official.

**18. CONSTRUCTION OF LANGUAGE OF AGREEMENT**

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

**19. MITIGATION OF DAMAGES**

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

**20. GOVERNING LAW**

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

**21. TAXPAYER IDENTIFICATION NUMBER**

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

**22. NON-APPROPRIATION OF FUNDS**

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

**23. MODIFICATION OF AGREEMENT**

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

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

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



**25. PERMITS AND LICENSES**

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

**26. CAPTIONS**

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

**27. AUTHORIZATION**

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

**28. ENTIRE AGREEMENT BETWEEN PARTIES**

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

**29. PARTIAL INVALIDITY**

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

**30. NOTICES**

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

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

TO CONSULTANT:


Christine Lazaretto, Principal  
Historic Resources Group  
12 S. Fair Oaks Avenue, Suite 200  
Pasadena CA 91105-1915

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

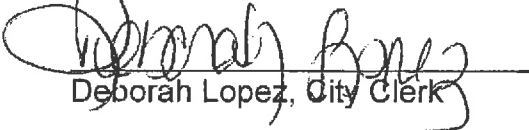
CITY OF GOLETA

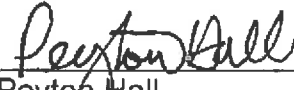
  
Michelle Greene, City Manager

CONSULTANT


  
Andrea Humberger  
Administrative Principal

ATTEST:

  
Deborah Lopez, City Clerk

  
Peyton Hall  
Managing Principal

APPROVED AS TO FORM

  
Tim W. Giles, City Attorney

## **EXHIBIT A**

### **Description of Services**

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Professional historic preservation services to be provided by the CONSULTANT shall include the below listed tasks. In addition, the CONSULTANT will 1) conduct up to three public outreach meetings and develop an associated online outreach component; 2) meet/coordinate with staff periodically and appointed advisory group if formed; and 3) attend up to two Planning Commission meetings and one City Council meeting.

#### **Phase 1 – Development of a Citywide Historic Context Statement**

The CONSULTANT will develop a Citywide Historic Context Statement including an archaeological context statement for both Prehistoric and Historical resources within the city limits. The context statement will serve as the basis for the development of the regulations and process outlined in Phase 3. The tasks associated with the development of the context statement include but are not limited to: conducting records search of historical and archaeological data bases and historical maps; conducting new research and reconnaissance windshield surveys of the City; reviewing existing data, policies, previous survey work, and field maps; post reconnaissance research based on properties identified during the research/windshield survey warranting additional investigation; consultation with local Native American groups; and field surveys of all recorded archaeological resources as accessible.

**Deliverables:** Community Historic Context Statement including detailed background studies and specific context statements covering each period and type of development in the city and Cultural/Archaeological Technical Report (two interim drafts and one public review draft).

#### **Phase 2 – Field Survey**

Using the data and information compiled in Phase 1, the CONSULTANT will: conduct and complete a citywide field survey of all structures constructed prior to 1969 within the City in order to document potential historic and archaeological resources; conduct any post field research; prepare survey evaluations; and prepare preliminary survey findings for review by the City.

The purpose of the field survey will: identify properties (including buildings, structures, landscapes, and other historic features) that appear eligible for designation; identify potential historic districts that appear eligible for designation; determine integrity thresholds for the extant property types and periods of development identified in the field; and determine the relevant criteria for potentially eligible properties.

As a result of field survey and research, individual properties and potential historic districts that appear to be eligible for designations under one of the themes identified in the historic context statement will be documented in an Access-based database. This includes properties and districts that may be eligible for their architectural merit as examples of early development in the area, for their associations with important people and events, or for other social or cultural associations.

Deliverables: Survey data, including photographs, maps, and Arc GIS-compatible database of surveyed properties. The database information will include but is not limited to: baseline property data; list of character-defining features; identification of significant alterations; associated context/theme period of significance; brief reason statement justifying the property's potential eligibility; and associated California Historical Resources Status Code (one draft and one final version of survey maps and survey evaluations for population of the database and electronic versions of the database)

### **Phase 3 – Development of a Historic Preservation Regulations/Ordinance**

Using the foundation created from Phase 1 and 2, the CONSULTANT will prepare a historic preservation ordinance including but not limited to the designation of properties, regulations, review process, appeal process, and enforcement provisions etc.

Deliverables: Historic Preservation regulations/ordinance including graphics as modified through the public process (at least one interim draft and one public hearing draft).

### **Phase 4- Develop Historic Preservation Outreach Program**

The CONSULTANT will assist the City in putting together an appropriate outreach strategy to inform and educate City of Goleta property owners and citizens on the benefits of historic preservation, any requirements involved in modifying historic structures, as well as to raise awareness of any programs available to assist with rehabilitation or restoration of historic structures etc.

## EXHIBIT B

### Hourly Rates

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HRG:

<u>Staff Level</u>	<u>Hourly Rate</u>
Principal	\$200/hour
Senior Staff	\$150/hour
Architectural Historian/ Architect/Planner	\$100/hour
Associate Staff	\$75/hour

## Exhibit B (continued)

### Greenwood and Associates:

Position	Billing Rate
Principal Investigator	95.00
Project Manager	85.00
Field/Laboratory Director	60.00
Historian/Architectural Historian	80.00
Archaeologist/Monitor	55-65.00
Other (researcher, clerical, illustrator)	55.00

### Other specialists, on call:

- Paleontologist, ethnographer, remote-sensing, lithic or faunal analyst, palynologist, geologist, etc.

Cost + 5% handling

### Direct Costs

- Mileage: \$0.57 per mile
- Specialty Vehicle \$1.50 per mile
- Per diem - local prevailing, minimum \$125.00 per day
- Radiocarbon dating; other technical studies at cost
- Maps, reproduction, supplies, etc. at cost
- Equipment rentals, photography, reproduction, report production at cost
- Native American coordination at cost



**CITY COUNCIL**

November 28, 2016

Jim Farr  
*Mayor*

Christine Lazzaretto, Principal  
Holly Kane, Development Manager/ Associate Historian  
Historic Resources Group  
12 S. Fair Oaks Avenue, Suite 200  
Pasadena CA 91105-1915

Tony Vallejo  
*Mayor Pro Tempore*

Roger S. Aceves  
*Councilmember*

RE: Addition of Carlberg and Associates as a sub-consultant to the  
Historic Preservation Contract (Agreement 2016-079)

Michael T. Bennett  
*Councilmember*

Paula Perotte  
*Councilmember*

Dear Christine and Holly,

**CITY MANAGER**  
Michelle Greene

Pursuant to Section 5 of the Professional Services Contract (Agreement 2016-079) between the City of Goleta and Historic Resources Group, the project manager is authorized to act on behalf of the City in managing this agreement. You have requested authorization to designate an additional subcontractor for this project under Section 8 of the agreement. As project manager, I agree that the consulting arborist work to inventory/designate potentially historic trees in public places may be performed under a subcontract with Carlberg Associates. Based on this change, the last sentence in the first paragraph Section 8 of the above referenced agreement is modified to read as follows:

"The Native American history and pre-history component and arboricultural consulting services regarding historic trees in public places will be subcontracted out to other parties by CONSULTANT:

Greenwood and Associates  
John M. Foster, Vice President  
725 Jacon Way  
Pacific Palisades CA 90272

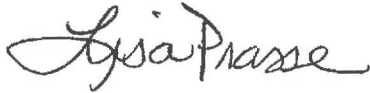
Carlberg Associates  
Cy Carlberg, President  
828 Fifth Street, Suite 3  
Santa Monica CA 90403"

The scope of work to be performed by Carlberg Associates is outlined in the attached proposal dated November 16, 2016 for not to exceed

cost of \$16,500 along with the current billing rates of \$275 per hour for Cy Carlberg, Principal and \$200 per hour for Christy Cuba, Senior Arborist. If HRG agrees with this modification to Agreement 2016-079 please have the acknowledgement signed and returned to me.

If you have questions, please contact me at 805-961-7542 or [lprasse@cityofgoleta.org](mailto:lprasse@cityofgoleta.org).

Sincerely,



Lisa Prasse, AICP  
Current Planning Manager

Enclosures

C: Jennifer Carman, Planning and Environmental Review Director  
Deborah Lopez, City Clerk  
Tim W. Giles, City Attorney

We concur and agree with the above referenced modification to Agreement 2016-079.



HISTORIC RESOURCES GROUP

Andrea Humberger  
Administrative Principal





Horticulturists and  
Registered Consulting  
ARBORISTS

November 16, 2016

Christine Lazzaretto, Principal  
Historic Resources Group  
12 South Fair Oaks Avenue, Suite 200  
Pasadena, California 91105-1915

**Re: City of Goleta – Historic Preservation Consulting Services**

Dear Ms. Lazzaretto,

Thank you for the opportunity to provide this proposal for arboricultural consulting services.

**PROJECT BACKGROUND**

The City of Goleta and Historic Resources Group (HRG) are seeking the services of a consulting arborist to inventory/designate potentially historic trees in public rights-of-way and in specific parks and other historic settings. HRG is performing historic preservation consulting services, including a historic context statement and a survey. Carlberg's work product would be incorporated into HRG's document(s).

**SCOPE OF SERVICES**

- 1) Drive the streets of Goleta, concentrating on those streets and subdivisions that are pre-1969. Indicate on the maps provided by HRG those streets that have particularly notable street tree plantings (e.g., Orange Avenue x Mandarin). Provide at a minimum six photographs of the tree plantings, and provide the species name and approximate S.U.L.E. (safe and useful lifespan expectancy).
- 2) Drive the remainder of the City and note any other streets with particularly interesting street tree plantings. Note the street name (and cross streets, or address combinations), tree species, and overall tree condition. Provide a minimum of six photographs of each street tree planting.
- 3) Visit a maximum of 12 parks and other historic settings to determine the historic status of the trees on each property. The City of Goleta has identified Stow Grove, Ellwood Mesa, and heritage trees that are not necessarily on public property (the Witness Tree and the Sister Witness Tree).
- 3) Provide a six-eight-page report summarizing our findings. Photographs would be named by street name or park name and emailed or mailed on a portable drive.

Santa Monica Office  
828 Fifth Street, Suite 3  
Santa Monica, California 90403  
Office: 310.451.4804

Sierra Madre Office  
80 West Sierra Madre Boulevard, #241  
Sierra Madre, California 91024  
Office: 626.428.5072

[www.cycarlberg.com](http://www.cycarlberg.com)

This study does not involve health or structural evaluations of individual trees. Mature trees can contain structural weaknesses or defects that may warrant further assessment. Rather, these evaluations comprise an overview of the pre-1969 urban forest and its overall condition. Recommendations for treatment could include the need for a succession plan or further evaluation of specific trees.

#### General

This proposal assumes that Carlberg Associates will provide one report, map or other deliverable product under each relevant task in electronic format for printing or plotting and submittal to the City by the applicant or their agent. Changes per client's request, team review, changes to the plans, or in response to City of Goleta comments, etc. will be billed separately under an amendment to this proposal or on a Time and Materials basis as authorized in writing. We will provide a copy of our report in MS Word so that HRG may incorporate our narrative into their report, if desired.

Trees will be identified graphically on maps provided by HRG, using bubble diagrams or locating trees on aerial images. HRG will complete the final graphic presentation. Our scope of work may change based upon new information provided as the project progresses. Such changes, if any, shall be addressed by the Client, prior to commencement of additional work, under separate addendum(s) for authorization by change order or other means.

This Agreement excludes any professional services not specifically included in this scope of work. Additional tasks may be performed as requested in writing from the Client and addressed under separate addendum(s) for authorization by change order or other means prior to commencement of additional work.

#### FEE SCHEDULE

The flat fee for the above-named services is **\$16,500**. We have waived our standard retainer request and respectfully ask that payment be made in full within 30 days of the HRG'S receipt of payment. Our standard hourly rates are: Cy Carlberg, Principal (\$275.00/hour); Christy Cuba, Senior Arborist (\$200.00/hour).

#### SCHEDULE

We are available to proceed with the above-named tasks and complete the work product within six weeks of an authorization to proceed, receipt of all maps, drawings, and addresses of historic parks/sites, and the retainer. If these terms are acceptable to you, please print, sign, scan, and email the following page of the document to me.

Thank you for the opportunity to provide this proposal. We look forward to working with you and the project team.

Very truly yours,



Cy Carlberg, Registered Consulting Arborist  
Principal

Authorization to Proceed:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Printed)



**CY CARLBERG**

**CARLBERG ASSOCIATES**

828 Fifth Street, Suite 3 • Santa Monica • California • 90403  
cy@cycarlberg.com • o: 310.451.4804 • www.cycarlberg.com

<u>Education</u>	B.S., Landscape Architecture, California State Polytechnic University, Pomona, 1985 Graduate, Arboricultural Consulting Academy, American Society of Consulting Arborists, Chicago, Illinois, February 2002 Graduate, Municipal Forestry Institute, Lied, Nebraska, 2012
<u>Experience</u>	Consulting Arborist, Carlberg Associates, 1998-present Manager of Grounds Services, California Institute of Technology, Pasadena, 1992-1998 Director of Grounds, Scripps College, Claremont, 1988-1992
<u>Certificates</u>	Certified Arborist (#WE-0575A), International Society of Arboriculture, 1990 Registered Consulting Arborist (#405), American Society of Consulting Arborists, 2002 Certified Urban Forester (#013), California Urban Forests Council, 2004 Qualified Tree Risk Assessor, International Society of Arboriculture, 2011

**AREAS OF EXPERTISE**

Ms. Carlberg is experienced in the following areas of tree management and preservation:

- Tree health, pest and disease identification, and risk assessment
- Master Planning
- Historic landscape assessments, preservation plans, reports
- Tree inventories and reports to satisfy jurisdictional requirements
- Expert Testimony
- Post-fire assessment, valuation, and mitigation for trees and native plant communities
- Value assessments for native and non-native trees
- Guidelines for oak preservation
- Selection of appropriate tree species
- Planting, pruning, and maintenance specifications
- Tree and landscape resource mapping – GPS, GIS, and AutoCAD
- Planning Commission, City Council, and community meetings representation

**PREVIOUS CONSULTING EXPERIENCE**

Ms. Carlberg has overseen residential and commercial construction projects to prevent damage to protected and specimen trees. She has thirty-five years of experience in arboriculture and horticulture and has performed tree health evaluation, value and risk assessment, and expert testimony for private clients, government agencies, cities, school districts, and colleges. Representative clients include:

The Huntington Library and Botanical Gardens	The City of Claremont
The Los Angeles Zoo and Botanical Gardens	The City of Beverly Hills
The Rose Bowl and Brookside Golf Course, Pasadena	The City of Pasadena
Walt Disney Concert Hall and Gardens	The City of Los Angeles
The Art Center College of Design, Pasadena	The City of Santa Monica
Pepperdine University	Santa Monica/Malibu Unified School District
Loyola Marymount University	San Diego Gas & Electric
The Claremont Colleges (Pomona, Scripps, CMC, Harvey Mudd,	Los Angeles Department of Water and Power
Claremont Graduate University, Pitzer, Claremont University Center)	Rancho Santa Ana Botanic Garden, Claremont
Quinn, Emanuel, Urquhart and Sullivan (attorneys at law)	Latham & Watkins, LLP (attorneys at law)
Getty Trust – Eames House	Architectural Resources Group
Historic Resources Group	AHBE Landscape Architects
Mia Lehrer + Associates	Moule and Polyzoides, Architects and Urbanists

**AFFILIATIONS**

Ms. Carlberg serves with the following national, state, and community professional organizations:

- California Urban Forests Council, Board Member, 1995-2006
- Street Tree Seminar, Past President, 2000-present
- American Society of Consulting Arborists Academy, Faculty Member, 2003-2005; 2014
- American Society of Consulting Arborists, Board of Directors, 2013-2015
- Member, Los Angeles Oak Woodland Habitat Conservation Strategic Alliance. 2010-present



**CHRISTY CUBA**

**CARLBERG ASSOCIATES**

828 5<sup>th</sup> Street, Suite 3, Santa Monica, California 90403

Satellite Office – 80 W. Sierra Madre Blvd., #241 • Sierra Madre • California • 91024

christy@cycarlberg.com • o: 626.248.8977 • www.cycarlberg.com

Education

B.A., Environmental Analysis & Design, Cum Laude, University of California, Irvine, 1993

Graduate, International Society of Arboriculture Certification Study Program, April 1998

Graduate, Consulting Academy, American Society of Consulting Arborists, February 2008

Experience

Senior Arborist/Associate, Carlberg Associates, 2011 - Present

Director of Environmental Services & Senior Arborist, Land Design Consultants, Pasadena, 1994 – 2011

Park Specialist/Naturalist, City of Monrovia, 1988-1996

Certificates

Certified Arborist, WE-1982A, International Society of Arboriculture, 1998

Registered Consulting Arborist, #502, American Society of Consulting Arborists, 2011

Certified Tree Risk Assessor, #1529

**AREAS OF EXPERTISE**

Ms. Cuba is experienced in the following areas of tree management and preservation:

- Tree health & risk assessments
- Inventories & reports for native and non-native trees
- Master planning
- Evaluation of trees for preservation, encroachment, relocation, restoration, and hazards
- Value assessments (appraisals) for native and non-native trees
- Post-fire inventories, assessments, and valuations for native and non-native trees
- Guidelines for tree preservation, planting, pruning and maintenance specifications
- Pest and disease identification
- Tree and landscape resource mapping – GPS, GIS, and AutoCAD
- Planning Commission, City Council, and community meetings representation
- Review of landscape plans for mitigation compliance & fire fuel modification planning
- Preparation of native habitat and woodland management plans
- Performance of long-term mitigation compliance monitoring & reporting
- Expert testimony

**PREVIOUS CONSULTING EXPERIENCE**

Ms. Cuba has performed hundreds of tree inventories, health evaluations, impact analyses, hazard, and value assessments for counties, cities, sanitation districts, and water districts, as well as private developers, architects, engineers, and homeowners. She has over 23 of experience in arboriculture and is trained in environmental planning, state and federal regulatory permitting, preparation of CEQA analyses, and habitat mitigation planning and implementation. Representative clients include:

City of Pasadena

City of Monrovia

City of Santa Clarita

City of Glendora

Los Angeles County Fire Department

California Institute of Technology

Mia Lehrer + Associates

Newhall Land and Farming

KOVAC Design Studio

Pamela Burton & Company

San Diego Gas & Electric

Quinn, Emanuel, Urquhart and Sullivan (attorneys at law)

The New Home Company

City of South Gate

City of Sierra Madre

Belzberg Architects

Occidental College

Las Encinas Hospital/Aurora Health Services

The Claremont Colleges (Pomona College, Claremont University Consortium)

Gensler Architects

**AFFILIATIONS**

Ms. Cuba serves with the following national and regional professional organizations:

- Member, American Society of Consulting Arborists
- Member, International Society of Arboriculture, Western Chapter
- Member, Los Angeles Oak Woodland Habitat Conservation Strategic Alliance
- Past President (2015), Street Tree Seminar, Inc.

**AMENDMENT NO. 2  
TO A PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF GOLETA  
AND  
HISTORIC RESOURCES GROUP, LLC**

This **Amendment No. 2** to a PROFESSIONAL SERVICES AGREEMENT is made this 19<sup>th</sup> day of June, 2018 between the **CITY OF GOLETA**, a municipal corporation ("City") and **HISTORIC RESOURCES GROUP, LLC**, a California limited liability company ("Consultant") dated June 21, 2016 ("Agreement," Agreement No. 2016-079).

**RECITALS**

**WHEREAS**, this Agreement is for professional Historic Preservation services in conjunction with the development of a citywide Historic Preservation ordinance; and

**WHEREAS**, on November 28, 2016, the contract was amended (Amendment No. 1) to add an additional subcontractor for this project, namely Carlberg Associate; and

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

**WHEREAS**, the parties desire to amend the Agreement to provide for additional compensation in the amount of \$44,440 to respond to public input on the Context Statement and to have sufficient meetings budgeted; and

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

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

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

**WHEREAS**, the parties desire to amend Exhibit A of the Agreement regarding responding to public input and meetings with decisionmakers as more completely and particularly set forth in the Scope of Work, attached as Exhibit "A-2"; and

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

## AMENDED TERMS

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

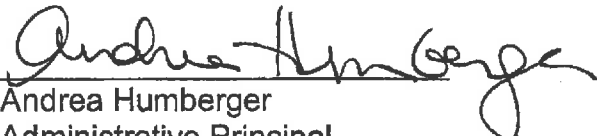
1. **Section 3 Subsection (a). COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of \$44,440 and to read in its entirety:
  - a. **Maximum and Rate.** The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$179,440 (herein "not to exceed amount"), and shall be earned as the work progresses.
2. **Section 6. TERM, PROGRESS AND COMPLETION** of the Agreement is amended to extend the term for an additional one year to read in its entirety.
  - a. The term of this Agreement is from the date first written above to June 30, 2019, unless the term of this Agreement is extended or the Agreement is terminated as provided for herein.
  - b. 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:
  - a. **Exhibit A "Scope of Work"** with **Exhibit A-2 "Scope of Work"** attached hereto and incorporated herein.
4. Except as otherwise specifically provided herein, all other provisions of the Agreement shall remain in full force and effect.

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

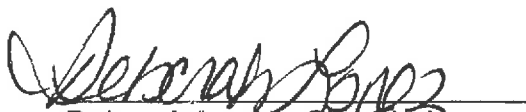
**CITY OF GOLETA**

  
Michelle Greene, City Manager

**CONSULTANT**

  
Andrea Humberger  
Administrative Principal  
Business Operations

**ATTEST:**

  
Deborah Lopez, City Clerk

  
Christine Lazzaretto  
Managing Principal

**APPROVED AS TO FORM**

  
Winnie Cai, Deputy City Attorney



## **EXHIBIT A-2**

### **Description of Services**

Professional historic preservation services to be provided by the CONSULTANT shall include the below listed tasks. In addition, the CONSULTANT shall 1) conduct up to three public outreach meetings and develop an associated online outreach component; 2) meet/coordinate with staff periodically and appointed advisory group if formed; and 3) attend up to two Planning Commission meetings and one City Council meeting.

#### **Phase 1 – Development of a Citywide Historic Context Statement**

The CONSULTANT shall develop a Citywide Historic Context Statement including an archaeological context statement for both Prehistoric and Historical resources within the city limits. The context statement will serve as the basis for the development of the regulations and process outlined in Phase 3. The tasks associated with the development of the context statement include but are not limited to: conducting records search of historical and archaeological data bases and historical maps; conducting new research and reconnaissance windshield surveys of the City; reviewing existing data, policies, previous survey work, and field maps; post reconnaissance research based on properties identified during the research/windshield survey warranting additional investigation; consultation with local Native American groups; and field surveys of all recorded archaeological resources as accessible.

Deliverables: Community Historic Context Statement including detailed background studies and specific context statements covering each period and type of development in the city, Cultural/Archaeological Technical Report, and historic trees/landscapes in public places. This includes revising the context statements based on public input as warranted.

#### **Phase 2 – Field Survey**

Using the data and information compiled in Phase 1, the CONSULTANT shall: conduct and complete a citywide field survey of all structures constructed prior to 1969 within the City to document potential historic and archaeological resources; conduct any post field research; prepare survey evaluations; and prepare preliminary survey findings for review by the City.

The purpose of the field survey will: identify properties (including buildings, structures, landscapes, and other historic features) that appear eligible for designation; identify potential historic districts that appear eligible for designation; determine integrity thresholds for the extant property types and periods of development identified in the field;

and determine the relevant criteria for potentially eligible properties.

Because of field survey and research, individual properties and potential historic districts that appear to be eligible for designations under one of the themes identified in the historic context statement will be documented in an Access-based database. This includes properties and districts that may be eligible for their architectural merit as examples of early development in the area, for their associations with important people and events, or for other social or cultural associations.

**Deliverables:** Survey data, including photographs, maps, and Arc GIS-compatible database of surveyed properties. The database information will include but is not limited to: baseline property data; list of character-defining features; identification of significant alterations; associated context/theme period of significance; brief reason statement justifying the property's potential eligibility; and associated California Historical Resources Status Code (one draft and one final version of survey maps and survey evaluations for population of the database and electronic versions of the database)

### **Phase 3 – Development of a Historic Preservation Regulations/Ordinance**

Using the foundation created from Phase 1 and 2, the CONSULTANT shall prepare a historic preservation ordinance including but not limited to the designation of properties, regulations, review process, appeal process, and enforcement provisions etc.

**Deliverables:** Historic Preservation regulations/ordinance including graphics as modified through the public process including workshops/hearings with the Planning Commission/City Council.

### **Phase 4- Develop Historic Preservation Outreach Program**

The CONSULTANT shall assist the City in putting together an appropriate outreach strategy to inform and educate City of Goleta property owners and citizens on the benefits of historic preservation, any requirements involved in modifying historic structures, as well as to raise awareness of any programs available to assist with rehabilitation or restoration of historic structures etc.