



TO: Mayor and Councilmembers

FROM: Vyto Adomaitis, Neighborhood Services and Public Safety Director

CONTACT: Claudia Dato, Senior Project Manager

SUBJECT: Amendment No. 3 to Professional Services Agreement No. 2017-018 with Laura M. Bridley, AICP

RECOMMENDATIONS:

Authorize the City Manager to execute Amendment No. 3 to Professional Services Agreement No. 2017-018 with Laura M. Bridley, AICP for professional planning and permitting services for the Fire Station 10 project, increasing the maximum contract amount by \$10,000 for a total amount not-to-exceed \$60,660.

BACKGROUND:

The Neighborhood Services and Public Safety Department (NSPS) contracted with Laura M. Bridley, AICP (Bridley) to provide land use planning and permitting assistance for the City's development of Fire Station 10 (FS10). Services have included working with City staff on review of the project's Environmental Impact Report (EIR), assistance with items under the purview of the City's Design Review Board, Planning Commission and City Council (including General Plan Amendment, Rezone and Development Plan), and assistance with the application and processing of a Coastal Development Permit (CDP) through the California Coastal Commission.

DISCUSSION:

In 2017, Ms. Bridley was selected by the NSPS Director from the list of qualified consultants/firms on file with the City for planning and permitting services for the Fire Station 10 project. On March 31, 2017, the City awarded a professional services agreement No. 2017-018 (Agreement) for an amount not-to-exceed \$9,740 to Bridley with a term ending June 30, 2019 (Attachment 2).

Two subsequent amendments to the Agreement were processed in 2018 to increase the not-to-exceed amount and extend the term of the Agreement. On February 14, 2018 the City Manager executed Amendment No. 1 for an additional compensation amount of \$19,760 for a new total amount not-to-exceed \$29,500 (Attachment 2). On November 6,

2018, the City Council approved Amendment No. 2 to allow for a time extension to June 30, 2020, and to allow for an additional compensation amount of \$21,160 for a new total not-to-exceed amount of \$50,660.

Since that time, Ms. Bridley has assisted with project management and coordination, and with preparation and submittal of the CDP application to the Coastal Commission. Ms. Bridley is now assisting City staff with responses to an incomplete letter the City received in response to the CDP application review. Among the items requested by Coastal Commission staff are an updated biological assessment and raptor nest surveys, an updated arborist assessment, additional title research on the status of Hollister Avenue related to the proposed abandonment of excess right-of-way, grading plans and similar items.

Because the raptor nest surveys had to be conducted within a short window of time (breeding season) over a five week period, Ms. Bridley used much of her remaining budget to rehire the prior project biologist to conduct those surveys. Had she not done so, the project would have been delayed one year until the next breeding season in spring 2020. This was considered to be within the general scope of her contract which included assisting with responses to the CDP application incomplete letter. As a result, staff is proposing this contract amendment to replace the funds used by Ms. Bridley for that purpose, given her services are still needed to assist with responses to the Coastal Commission incomplete letter and to secure the CDP.

The NSPS Department is pleased with the quality of professional services provided by Bridley and is delighted to report that with Bridley's assistance, FS10 successfully obtained the necessary approvals from the Planning Commission and the City Council, and completed the submittal of the CDP application to the Coastal Commission. The NSPS Department recommends approval of the proposed Amendment No. 3 to the current contract increasing the contract amount by \$10,000 for a new total not-to-exceed amount of \$60,660 so Ms. Bridley can continue to provide land use planning and permitting assistance for the City's development of FS10. The scope has also been revised to clarify only the remaining tasks needed to reach construction.

FISCAL IMPACTS:

The FY 2019-20 Budget includes sufficient funds to cover this contract amendment; no additional appropriations are necessary. Funding for this amendment is supported by the City's Fire Development Impact Fee (DIF), Fund 229, which includes a carryover of over \$1.86 million dollars for development of Fire Station 10.

ALTERNATIVES:

The City Council may elect not to authorize this contract amendment in which case staff would not have the additional personnel resources needed to complete the processing of the CDP in a timely manner. Doing so would cause a delay in the completion of the FS10 project.


Reviewed By:

Legal Review By:

Approved By:


Kristine Schmidt
Deputy City Manager


Michael Jenkins
City Attorney


Michelle Greene
City Manager

ATTACHMENTS:

1. Amendment No. 3 for Laura M. Bridley, AICP Agreement No. 2017-018 for Professional Services
2. Laura M. Bridley, AICP Agreement No. 2017-018 for Professional Services, and Amendment Nos. 1 and 2 (Available online only)

ATTACHMENT 1

Amendment No. 3 for Laura M. Bridley, AICP Agreement No. 2017-018 for
Professional Services

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

This Amendment No. 3 to a PROFESSIONAL SERVICES AGREEMENT by and between the **City of Goleta**, a municipal corporation ("City") and **LAURA M. BRIDLEY, AICP**, ("Consultant") dated the 31st day of March, 2017 ("Agreement," Agreement No. 2017-018) is made this 16th day of July, 2019.

RECITALS

WHEREAS, this Agreement is for professional planning and permitting services for the Fire Station 10 project and was authorized on March 31, 2017 in the amount of \$9,740; and

WHEREAS, the Agreement between City and Consultant was amended by Amendment No. 1 on February 14, 2018 and currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed \$29,500; and

WHEREAS, the Agreement between City and Consultant was amended by Amendment No. 2 on November 6, 2018 and currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed \$50,660; and

WHEREAS, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of \$10,000 for additional project management and entitlement permitting services; and

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

WHEREAS, the parties desire to amend Exhibit A-1 of the Agreement by adding additional services for project management and entitlement permitting services as more completely and particularly set forth in the Scope of Work, attached as Exhibit "A-2"; and

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

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

WHEREAS, the City Council approved this Amendment No. 3 on this 16th day of July, 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 \$10,000 and to read in its entirety:

(a) **Maximum and Rate.** The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$60,660 (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

Hourly at the hourly rates and with reimbursement to CONSULTANT for those expenses set forth in CONSULTANT's Schedule of Fees marked Exhibit "B," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until June 30, 2020, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager (CITY is to be given 60 days' notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

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

Exhibit A-1 "Scope of Work" with **Exhibit A-2 "Scope of Work"** attached hereto and incorporated herein.

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

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

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

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

CITY OF GOLETA

CONSULTANT

Michelle Greene, City Manager

Laura M. Bridley, AICP

ATTEST:

Deborah Lopez, City Clerk

APPROVED AS TO FORM



Winnie Cai, Assistant City Attorney

Exhibit A-2

CONSULTANT shall provide land use planning and permitting assistance for the City's development of Fire Station 10, consisting of the following tasks:

1. California Coastal Commission (CCC) Permitting: This 20-page application requires the final Action Letter from the City, as well as plans, the Final Environmental Impact Report (EIR) and many related items.
 - a. File the Coastal Development Permit application with the CCC and await its 30-day review letter.
 - b. When received, review the 30-day CCC letter with City's Project Manager and team to organize work, information, report revisions, etc. needed to resubmit. Hire sub-consultants if necessary to complete any special studies or to obtain additional information requested by CCC (e.g. biologist, arborist, etc.) subject to pre-approval by City staff.
 - c. Assimilate the revised application materials, review with City's Project Manager and re-file with the CCC staff.
 - d. Work with CCC staff as needed, keeping City's Project Manager apprised of progress and issues along the way, attend meetings and conference calls, throughout City's completion of the CCC Coastal Development Permit (CDP) process.
 - e. Once the CCC staff finds the application complete, CONSULTANT shall assist the City's project team with tasks related to building design and condition compliance of the City's Development Plan.
 - f. Once the CCC hearing is set, work with team members and City's Project Manager to prepare for the hearing, including presentations, site visits, outreach to project supporters to write to the CCC in support of the project.
 - g. Prepare for and attend the CCC hearing, including preparation and presentation of the project at the CCC hearing as part of the City team.
2. General Project Administration and Coordination:
 - a. Coordinate the FS10 consultant team members, including the architect, engineer and other design consultants, the City's arborist, biologist and related contractors throughout the entitlement process, track deliverables from the other consultants, review invoices for approval by the Department of Neighborhood Services and Public Safety, maintain project schedules to track process/benchmark dates, and respond to requests for information from the CCC or City staff in a timely manner.

- b. Continue working with Wallace Group to resolve the easement/abandonment of excess Hollister Avenue right-of-way as necessary for the CDP processing. This task could also include completion of the easement transfer function with the Public Works Department and for final building plan check.
- c. Work with the City upon receipt of the final CDP to assimilate the Coastal Commission conditions into remaining conditions of approval on the City's Development Plan and subsequent permits. Create a condition compliance matrix to help organize when conditions and performance measure must be done in relation to final permit issuance, start of construction, and certificate of occupancy.

ATTACHMENT 2

Laura M. Bridley, AICP Agreement No. 2017-018 for Professional Services, and
Amendment Nos. 1 and 2

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

LAURA M. BRIDLEY, AICP

Agreement No. 2017-018
City of Goleta, California

This AGREEMENT FOR PROFESSIONAL SERVICES ("AGREEMENT") is made and entered into this 31 day of March, 2017, by and between the **CITY OF GOLETA**, a municipal corporation ("CITY"), and **LAURA M. BRIDLEY, AICP**, ("CONSULTANT").

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

WHEREAS, CONSULTANT was selected by the Director of Redevelopment, Neighborhood Services and Public Safety, Vyto Adomaitis, from the list of qualified consultants/firms on file with the City for those services; 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 \$10,000.

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 planning and permitting services for the Fire Station 10 project, 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 \$9,740 (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 Vyto Adomaitis, Director of Neighborhood Services and Public Safety. 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 one year of the notice to proceed.

7. OWNERSHIP OF DOCUMENTS

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

8. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR

This AGREEMENT is for professional services which are personal to CITY. Laura M. Bridley is deemed to be especially 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 indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorney's fees,

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

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

10. INSURANCE

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

Insurance shall include the following (or broader) coverage:

- a) Insurance Services Office Commercial Liability coverage "occurrence" form CG 00 01 or its exact equivalent with an edition date prior to 2004 and with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- b) Insurance Services Office form number CA 0001 or equivalent covering Automobile Liability, including hired and non-owned automobile liability with a minimum limit of \$500,000 per accident. If the Service Provider owns no vehicles, this requirement may be satisfied by a non-owned and hired auto endorsement to Service Provider's commercial general liability policy.

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

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

and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments.

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

11. RELATION OF THE PARTIES

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

12. CORRECTIONS

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

13. TERMINATION BY CITY

CITY, by notifying CONSULTANT in writing, may upon 15 calendar days' notice, terminate without cause any portion or all of the services agreed to be performed under this AGREEMENT. If termination is for cause, no notice period need be given. In the event of termination, CONSULTANT shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by CITY to CONSULTANT within 30 days following submission of a final statement by CONSULTANT unless termination is for cause. In such event, CONSULTANT shall be compensated only to the extent required by law.

14. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

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

15. AUDIT OF RECORDS

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

16. WAIVER; REMEDIES CUMULATIVE

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

17. CONFLICT OF INTEREST

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

18. CONSTRUCTION OF LANGUAGE OF AGREEMENT

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

19. MITIGATION OF DAMAGES

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

20. GOVERNING LAW

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

21. TAXPAYER IDENTIFICATION NUMBER

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

22. NON-APPROPRIATION OF FUNDS

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

23. MODIFICATION OF AGREEMENT

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

24. USE OF THE TERM "CITY"

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

25. PERMITS AND LICENSES

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

26. CAPTIONS

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

27. AUTHORIZATION

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

28. ENTIRE AGREEMENT BETWEEN PARTIES

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

29. PARTIAL INVALIDITY

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

30. **NOTICES**

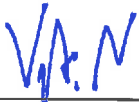
Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY: City of Goleta
Attention: Vyto Adomaitis
130 Cremona Drive, Suite B
Goleta, CA 93117

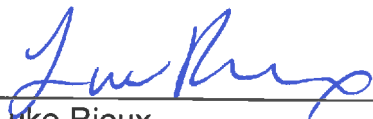
TO CONSULTANT: Laura M. Bridley, AICP
118 Mohawk Road
Santa Barbara, CA 93109

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

CITY OF GOLETA



Vyto Adomaitis
Director of Neighborhood
Services & Public Safety



Luke Rioux
Purchasing Officer

CONSULTANT



Laura M. Bridley, AICP

Exhibit A Scope of Work

CONSULTANT shall provide planning and permitting assistance for development of Fire Station 10 consisting of the following tasks:

1. Local Planning Assistance: Provide assistance through the City of Goleta entitlement process, including:
 - a. Review of plans, attendance at FS 10 Team meetings (assuming 7-9); drafting of application form and cover letter for the project's review by DRB, review by Planning Commission of the GPA, Rezone and Development Plan; review with City staff and revise as needed.
 - b. Assist with drafting a Request for Proposal (RFP) for preparation of an Environmental Impact Report for the project; review with City staff; revise as needed; and assist in sending out to the City's short list or wider. Assist with notification and circulation tasks as needed.
 - c. Review Proposals received per task 1.b. and grade (similar to Public Works' ranking system, if needed as template).
 - d. Work with City staff during selected consultant's preparation of Administrative Draft EIR and review preliminary chapters as needed. Coordinate project team review of ADEIR to provide client comments to consultant as efficiently as possible.
 - e. Work with City staff for noticing and distribution of Draft EIR through standard City protocols.
 - f. Manage comments received on DEIR and organize to review with City staff, the Fire Station 10 project team (as needed) and consultant, assigning areas needed for additional information/tasks.
 - g. Work with City staff to finalize EIR and coordinate noticing and distribution required for Planning Commission consideration of same.
 - h. Draft Planning Commission staff report components to assist City in packet completion. This task requires additional discussion with Planning and Environmental Review staff regarding routing and formatting.
 - i. Assist City staff with various public outreach efforts throughout the City's planning process as needed.

2. Coastal Commission Permitting:

- a. Arrange for an early consultation meeting with the Coastal Commission staff for eventual filing of a Coastal Development Permit application. Attend during City's pre-environmental review phase.
- b. Draft application for Coastal Development Permit (CDP) during City's hearing process. Review with City staff and revise as needed.
- c. Once approved by the City's Planning Commission/City Council and local appeals considered, proceed with the formal Coastal Commission process in filing a Coastal Development Permit. This task includes preparation of the draft application forms, ordering of the noticing labels, assimilation of all backup documents (environmental document, Resolution, staff reports, minutes from DRB, etc.) for the application. Submit this packet to City staff; meet and discuss; revise as needed; and finalize.
- d. File the application with the Coastal Commission and await its 30-day review letter. When received, review with City staff to organize work, information, report revisions, etc. needed to resubmit.
- e. Assimilate the revised application materials, review with City staff and re-file with the Coastal Commission staff.
- f. Work with City staff as needed and attend meetings and conference calls to support the City's completion of the Coastal Commission's CDP process.

**Exhibit B
Schedule of Fees**

Principal Planning Consultant	\$130/hour
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Agreement No. 2017-018.1
City of Goleta, California

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

This **Amendment No. 1** to a PROFESSIONAL SERVICES AGREEMENT is made this 14 day of February, 2018 between the **CITY OF GOLETA**, a municipal corporation ("City") and **LAURA M. BRIDLEY, AICP**, ("Consultant") dated the 31st day of March, 2017 ("Agreement," Agreement No. 2017-018).

RECITALS

WHEREAS, this Agreement is for professional planning and permitting services for the Fire Station 10 project; and

WHEREAS, the Agreement between City and Consultant currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed \$9,740; and

WHEREAS, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of \$19,760 for additional project management and entitlement permitting services; and

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

WHEREAS, the parties desire to amend Exhibit A of the Agreement by adding additional services for project management and entitlement permitting services as more completely and particularly set forth in the Scope of Work, attached as Exhibit "A-1"; and

WHEREAS, the City Manager approved this Amendment No. 1, pursuant to the Goleta Municipal Code Section 3.05.240 on this 14 day of February, 2018.

AMENDED TERMS

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

1. **Section 3 Subsection (a). COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of \$19,760 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 \$29,500 (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

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

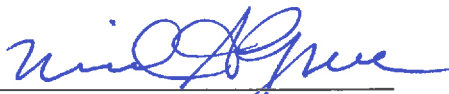
2. This Agreement is amended to delete and replace in its entirety:

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

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.

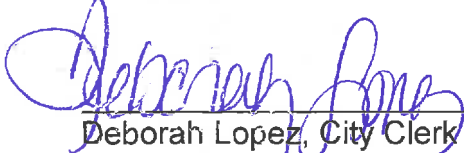
CITY OF GOLETA


Michelle Greene, City Manager

CONSULTANT


Laura M. Bradley, AICP

ATTEST:


Deborah Lopez, City Clerk

APPROVED AS TO FORM


Winnie Cai, Deputy City Attorney

Exhibit A-1

CONSULTANT shall provide land use planning and permitting assistance for the City's development of Fire Station 10, consisting of the following tasks:

1. Environmental Impact Report (EIR) Management:

- a. Assist with drafting a Request for Proposal (RFP) for preparation of an Environmental Impact Report for the project; review with City staff; revise as needed; and assist in sending out to the City's short list or wider.
- b. Review EIR Proposals and grade (similar to Public Works' ranking system, if needed as template) and participate in consultant interviews.
- c. Work with City staff during selected consultant's preparation of Administrative Draft Environmental Impact Report and review preliminary chapters as needed. Assist with project team review of Administrative Draft EIR to provide client comments to consultant as efficiently as possible.
- d. Coordinate EIR consultant in assimilating City and Fire Station 10 team comments into Draft EIR, ready for publication.
- e. Work with City Planning and Environmental Review staff to complete required noticing and distribution of Draft EIR through standard City protocols.
- f. Field calls and emails from the public and coordinate with Neighborhood Services and Public Safety staff during the document's public review. Arrange for the public hearing to be conducted by PER staff. Manage comments received on Draft EIR, organize to review with City staff, the Fire Station 10 project team (as needed) and consultant, assigning areas needed for additional information/tasks.
- g. Work with City staff and the EIR consultant to finalize EIR for Planning Commission consideration of same. Complete follow up Notice of Determination and file, following EIR certification.

2. Local Planning: Manage the City of Goleta entitlement process, including:

- a. Review of plans, attendance at FS10 Team meetings; drafting of application forms and cover letter for the project's review by Design Review Board (DRB), and Planning Commission review of the General Plan Amendment (GPA), Rezone and Development Plan; review with City staff and team members as needed. Revise as needed and file.

- b. Draft Planning Commission staff report components to assist City in packet completion, in coordination with standard protocols of Planning and Environmental Review Department staff.
- c. Prepare for and attend DRB meetings, Planning Commission and City Council hearings to present project. Answer questions from the public, agencies and interested parties throughout this process, as needed.

3. Coastal Commission Permitting:

- a. Arrange for an early consultation meeting with the Coastal Commission staff for eventual filing of a Coastal Development Permit application. Attend during City's pre-environmental review phase.
- b. Draft application for Coastal Development Permit (CDP) during City's hearing process. Review with City staff and revise as needed.
- c. Once approved by the City's Planning Commission/City Council and local appeals have been considered, prepare and file a Coastal Development Permit (CDP) application package. This task includes preparation of the draft application forms, ordering of the noticing labels, assimilation of all backup documents (environmental document, Resolution, staff reports, minutes from DRB, etc.) for the application. Submit this packet to City staff; meet and discuss; revise as needed; and finalize.
- d. File the CDP application with the Coastal Commission, work through its determination as complete for processing, including review of 30-day letters with the Director of Neighborhood Services and Public Safety and project team as needed to organize work, information, report revisions, etc. needed to resubmit.
- e. Assimilate the revised application materials, review with City staff and re-file with the Coastal Commission.
- f. Work with City staff and coordinate team to attend meetings and conference calls to support the City's completion of the Coastal Commission's CDP process. This includes preparation and presentation of the project the CCC hearing as part of City team.

4. General Project Administration and Coordination:

- a. Manage FS10 consultant team members, including the EIR consultant, architect and other design consultants, the City's arborist, biologist, and related contractors; coordination of team meetings throughout the entitlement process, tracking deliverables from the consultants and review of those invoices for

clearance by the Department of Neighborhood Services and Public Safety. Maintain project schedules to track process and benchmark dates.

- b. Interface with City staff and other departments, public agencies outside the City of Goleta to coordinate the case through entitlements. Assist City staff with project related outreach to the public, neighbors, and interested parties, as needed.

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

This Amendment No. 2 to a PROFESSIONAL SERVICES AGREEMENT is made this 6th day of November, 2018 between the **CITY OF GOLETA**, a municipal corporation ("City") and **LAURA M. BRIDLEY, AICP**, ("Consultant") dated the 31st day of March, 2017 ("Agreement," Agreement No. 2017-018).

RECITALS

WHEREAS, this Agreement is for professional planning and permitting services for the Fire Station 10 project and was authorized on March 31, 2017 in the amount of \$9,740; and

WHEREAS, the Agreement between City and Consultant was amended by Amendment No. 1 on February 14, 2018 and currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed \$29,500; and

WHEREAS, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of \$21,160 for additional project management and entitlement permitting services; and

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

WHEREAS, the parties desire to amend Exhibit A of the Agreement by adding additional services for project management and entitlement permitting services as more completely and particularly set forth in the Scope of Work, attached as Exhibit "A-1"; and

WHEREAS, the City Council approved and authorized the City Manager to execute this Amendment No. 2 on this 6th day of November, 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 \$21,160 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 \$50,660 (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

Hourly at the hourly rates and with reimbursement to CONSULTANT for those expenses set forth in CONSULTANT's Schedule of Fees marked Exhibit "B," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until June 30, 2020, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager (CITY is to be given 60 days' notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

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

The term of this AGREEMENT is from the date first written above to June 30, 2020, 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 two years of the notice to proceed.

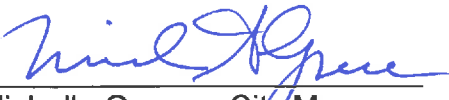
3. This Agreement is amended to delete and replace in its entirety:

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

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

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

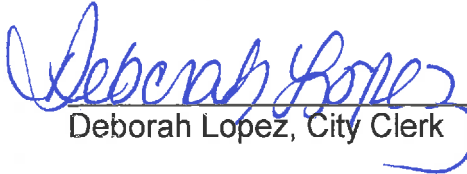
CITY OF GOLETA


Michelle Greene, City Manager

CONSULTANT


Laura M. Bradley, AICP

ATTEST:


Deborah Lopez, City Clerk

APPROVED AS TO FORM


Winnie Cai, Assistant City Attorney

Exhibit A-1

CONSULTANT shall provide land use planning and permitting assistance for the City's development of Fire Station 10, consisting of the following tasks:

1. City Council and completion of Local Planning approvals:
 - a. Coordinate with the staff of Planning and Environmental Review Department (PER) to draft the Council packet including rezoning ordinance and related approvals as passed by the Planning Commission on October 8, 2018.
 - b. Update required noticing documents, produce and coordinate mailing with PER staff and CITY Clerk's office.
 - c. Prepare for and attend CITY Council hearing, including team discussions, update of PowerPoint as needed, and related preparation for the final local public hearing.
 - d. Prepare the final Action Letter for the case, citing both Planning Commission and City Council action, to be signed by the PER Director.
2. Coastal Commission Permitting: This 20-page application requires the final Action Letter from the CITY, as well as plans, the Final Environmental Impact Report (EIR) and many related items.
 - a. Draft application for Coastal Development Permit (CDP) during CITY's hearing process, including updated noticing labels, plans and documentation from the CITY's action.
 - b. Review the packet with CITY'S Project Manager and CITY Attorney's office and revise as needed.
 - c. File the application with the Coastal Commission and await its 30-day review letter. When received, review with CITY'S Project Manager and team to organize work, information, report revisions, etc. needed to resubmit.
 - d. Assimilate the revised application materials, review with CITY'S Project Manager and re-file with the Coastal Commission staff.
 - e. Work with Coastal Commission staff as needed, keeping CITY'S Project Manager apprised of progress and issues along the way, attend meetings and conference calls, throughout CITY's completion of the Coastal Commission's CDP process.
 - f. Once the Coastal staff finds the application complete, it will schedule the item for hearing within 6 months. During this period, there may not be a lot of time required for Coastal Staff, but CONSULTANT can assist with team tasks

- related to building design and condition compliance of the CITY's Development Plan.
- g. Once the Coastal Commission hearing is set, work with team members and CITY'S Project Manager to prepare for the hearing, including presentations, site visits, outreach to project supporters to write to the Coastal Commission in support of the project.
 - h. Prepare for and attend the Coastal Commission hearing and represent CITY as the applicant for the CDP.
- 3. Continue working with Wallace Group to resolve the easement on Hollister Avenue for final building plan check. This can be concurrent with the CDP processing. This task will could also include the completion of the easement transfer function with the Public Works Department.
 - 4. Work with the CITY upon receipt of final CDP to assimilate the Coastal Commission conditions into remaining conditions of approval on the CITY's Development Plan and subsequent permits. Create a condition compliance matrix to help organize when conditions and performance measure must be done in relation to final permit issuance, start of construction, and certificate of occupancy.