



TO: Mayor and Councilmembers

FROM: Kristy Schmidt, Assistant City Manager

CONTACT: Todd Mitchell, HR Risk Manager

SUBJECT: City Hall Space Needs Assessment Professional Services

RECOMMENDATION:

- A. Authorize the City Manager to execute Amendment No.1 to Professional Services Agreement No. 2019-112 with RRM Design Group for professional architectural space analysis and interior design services related to the City Hall Space Needs Assessment to increase the contract amount by \$14,226 for Phase Two of the project, for total contract amount of \$41,304; and
- B. Authorize the City Manager to amend the Professional Services Agreement to add another 12% of the total contract, or \$4,956, for additional services or changes in the scope of work, for a total authorization of \$46,260, if the City Manager deems such an expenditure to be necessary.

BACKGROUND:

Since 2006, the City has leased a portion of the building on the property at 130 Cremona Drive for City Hall operations, gradually expanding into additional space in the building as City operations were enhanced. On April 16, 2019, the City Council authorized the City Manager to execute a Purchase and Sale Agreement with University Business Center Associates and JCB Limited for the City to acquire the property for a permanent City Hall. On July 16, 2019, the City Council authorized a First Amendment to the Purchase and Sale Agreement resulting in, but not limited to, the City approving its due diligence investigation, a reduction in the purchase price, and resolution of a title matter. On September 3, 2019, City Council authorized the City Manager to execute all necessary documents to consummate the purchase for \$11,476,700, plus all related due diligence and closing costs. Staff expects to close escrow on the property and take ownership on November 7, 2019.

With the purchase of the City Hall building at 130 Cremona Drive, the City takes ownership of approximately 13,000 square feet of office space formerly occupied by ABC Clio in addition to the space currently occupied as City Hall. This new area will become

available both to address the current City Hall space deficiencies and allow for future growth. It will permit the addition of an ADA compliant elevator, to provide better access to all City Hall departments. It may also allow for revenue generation through leasing out any space that the City does not need to qualifying entities.

DISCUSSION:

In order to make effective and best use of the large new space, and prior to occupying that space and installing an elevator, the City engaged a professional design firm to help the City assess its space needs now and into the short-term future. The goal of the project is to develop plans to correct existing space deficiencies and meet the 5 to 10-year future needs of the departments within City Hall. The project will evaluate options for relocating and reconfiguring staff work areas, server rooms, break rooms and meeting spaces as appropriate. It will suggest opportunities to lease excess space not needed for the City's short-term needs.

Following a Request or Proposals (RFP) process and finalist interviews, staff have selected RRM Design Group (RRM) as the most qualified proposer. The project will be completed in two phases. The City has new staff positions starting work in January and March of next year and current a lack of work space in which to place them. There is a need to act quickly to identify new work areas. In order to meet the City's overall timelines, RRM needed to begin the evaluation stage of work in October. To prevent delay in the project work, an agreement was entered into within the City Manager's signature authority for the first phase of the work, with the full spectrum of the project to be completed following Council's approval of Phase Two.

Phase One, already underway for a total cost of \$27,078, includes the following:

- Project Kick-off and Administration
- Existing Building Condition Verification
- Space Needs Development
- Furniture Inventory, Assessment, and Design
- Estimated reimbursable expenses

During the Space Needs Development process, models of the existing space will be created. Meetings will be held with staff and Councilmembers to determine needed space, work flows, adjacencies and interfaces, and industry standards for space allocation will be considered. The furniture assessment will help to assess the furniture currently used and donated by ABC Clio, the former building tenant, to determine its condition, so that it can be repurposed where possible into a redesigned space to save money and reduce impacts on the environment.

Phase Two, will consist of Conceptual Space Planning and Reporting, at a cost of \$14,226. This cost will include the creation of a conceptual floor plan, a related cost analysis, report creation, revisions to drafts, and presentation of the results to Council and staff. Staff requests that Council authorize the City Manager to further amend the Professional Services Agreement for up to an additional \$4,956 (12% of the project total) for additional services if the City Manager determines that there is a need in the future.

This will provide staff with the flexibility to secure a moderate level of extra services without having to bring this item back to Council. Staff is attempting to ensure that Council meetings remain streamlined and focused on larger public policy items.

During the process, staff will touch base with the Council's standing committee on City Hall (Councilmembers Aceves and Kasdin) for direction, if needed. Staff will try to bring a full recommendation for the use of space at City Hall back to City Council by the end of this calendar year, in accordance with the contract timeline. However, both staff and RRM recognize that this is an ambitious endeavor. Council should expect that staff may negotiate a one- or two-month extension to the timeline, as appropriate, to ensure the best quality outcome.

FISCAL IMPACTS:

The estimated total cost of the project, including 12% change authority, is \$46,260. There is already \$50,000 set aside in the City Manager's Department Fiscal Year 2019-20 Budget (101-5-1200-500) for this purpose, so additional appropriations are not needed. After completion of project, future appropriations may be needed to implement recommendations resulting from the space needs assessment.

ALTERNATIVES:

Council could decline to authorize Phase Two of the space needs assessment. This would leave the City with phase one work accomplished, but no conceptual floor plan or cost analysis to choose a path forward for the best use of the building space.

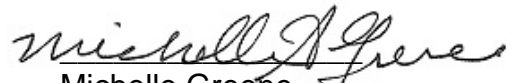
Reviewed By:

Legal Review By:

Approved By:


Kristine Schmidt
Assistant City Manager


Michael Jenkins
City Attorney


Michelle Greene
City Manager

ATTACHMENTS:

1. Amendment No.1 to Agreement No. 2019-112 for Professional Design Services between the City of Goleta and RRM Design Group Related to the City Hall Space Needs Assessment Project
2. Agreement with 2019-112 with RRM Design Group for Professional Services Related to the City Hall Space Needs Assessment Project. (available online only)

Attachment 1

Amendment No.1 to Agreement No.2019-112.1 for Professional Design Services
between the City of Goleta and RRM Design Group

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

This Amendment No. 1 to the AGREEMENT FOR PROFESSIONAL DESIGN SERVICES (herein referred to as "AGREEMENT") by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and RRM Design Group, a California corporation (herein referred to as "CONSULTANT") on October 28, 2019 is made this 5th day of November, 2019.

WHEREAS, the CITY entered into Agreement No. 2019-112 for Phase One of professional design services for the City Hall Needs Assessment Project; and

WHEREAS, the agreement for Phase One was for \$27,078 and the City wishes to add Phase Two at a cost of \$14,226, for a total contract cost of \$41,304; and

WHEREAS, pursuant to Goleta Municipal Code section 3.05.240.F.6 the amended agreement must be approved by the City Council because the amended project total will exceed \$30,000; and

WHEREAS, on November 5, 2019 the City Council approved and authorized the City Manager to execute this Amendment No. 1.

AMENDED TERMS

Now, therefore, CITY and CONSULTANT agree as follows:

1. DESCRIPTION OF SERVICES

Exhibit "A," from the Agreement is replaced in its entirety with Exhibit A-1, attached hereto and incorporated herein by reference.

2. COMPENSATION AND PAYMENT

Section 3. COMPENSATION AND PAYMENT of the Agreement is amended to add an additional authorized amount of \$14,226 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 \$41,304 (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 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.

3. **OTHER PROVISIONS**

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

CITY OF GOLETA

RRM DESIGN GROUP

Michelle Greene, City Manager

Mike Scott, Principal-in-Charge

ATTEST

Deborah Lopez, City Clerk

By:

Title:

APPROVED AS TO FORM



Winnie Cai, Assistant City Attorney

Exhibit A-1 Scope of Services

CONSULTANT shall provide all space needs assessment services requested by CITY including:

SCOPE

TASK 1: PROJECT KICKOFF AND ADMINISTRATION

As with constructing a puzzle, the planning process starts with understanding the big picture. RRM will work with the project representative team to start the project off on the right path by developing a thorough understanding of the project drivers and coming to consensus goals and measurable objectives. Ideally, this meeting includes direct stakeholder representatives, but may also be limited to key project representatives due to various sensitivities.

Deliverables:

- *List of project goals and measurable objectives*
- *Develop an anticipated timeline with critical milestones and associated deliverables*
- *Identify any potential risks if any and how to respond, avoid or mitigate them*
- *Identify communication protocol and responsibilities*
- *Provide monthly status updates*

TASK 2: EXISTING CONDITION VERIFICATION

This is where we take the necessary step of building the frame of the puzzle. RRM will investigate the existing site and building conditions to document opportunities and constraints for repurposing the building interior, including a preliminary review of structural systems, HVAC systems, lighting, and electrical systems (based on the provided facility assessment report and user input).

Deliverables:

- *Review existing documentation for site and building*
- *Site visit for field observations and photo survey*
- *Prepare base plan graphics for use during space plan development*

TASK 3: SPACE NEEDS DEVELOPMENT

If the step above is building the puzzle frame, this step is where we turn over all of the pieces. RRM will meet with department representatives to identify their current space needs, anticipated growth, operational flow (now and anticipate in the future), what internal and external department adjacencies are desired, and the workplace culture. During this process, our team will objectively ask questions to

differentiate the needs from wants and begin to identify opportunities for operational improvements through directed space allocation.

Deliverables:

- *Review any previously developed concept sketches, space plan diagrams, furniture layouts*
- *Initiate and conduct in-person, department representative interviews and existing facility walkthroughs and document findings*
- *These are often conducted at the department's current space or include a visit afterward to walk through their operations. Many 'little' facts come out during this time such as; "Oh yeah, we never use that.", "Those boxes have been there for years, or "Everyone is always waiting for this."*
- *Prepare a written draft space needs program for the needs now and at five and ten years out (this forms the basis of priorities of uses and sizes for the conceptual space planning stage)*
- *Prepare an adjacency diagram that illustrates the physical and operational connections between spaces (this forms the basis for space distribution within the facility)*

TASK 4: FURNITURE INVENTORY, ASSESSMENT, AND DESIGN

RRM Interiors will visit the existing offices to document, take inventory and assess the status and viability of the existing furniture. RRM will compile photos and existing furniture into a report within which we will analyze the feasibility of re-use, refurbishing or required replacement of existing furniture.

Deliverables:

- *A minimum of one (1) full day on-site for two RRM representatives to assess furniture status and inventory*
- *Coordination with Architects and analysis of furniture viability in conceptual space planning*
- *Spread sheet conveying quantity, status and viability of existing furniture organized by current spaces*
- *Photos of existing furniture to coordinate with spreadsheet to depict acceptable standards of furniture.*
- *Conceptual furniture plan displaying the use of new and existing furniture.*
- *An in-person on-site meeting to review RRM analysis with City representative*

TASK 5: CONCEPTUAL SPACE PLANNING

RRM will develop at least one conceptual floor plan diagram based on the program documents. Space plan diagrams will focus on the size and adjacency of spaces to each other and in relation to the existing condition and locations within the building. Upon completion of the conceptual floor plan RRM will prepare a conceptual budgetary cost estimate for proposed modifications

Deliverables:

- *Develop space plan floor plan diagram*
- *Space plan 'walk-through' meeting*
- *Prepare the final space plan diagram or conceptual floor plan and report*
- *Prepare conceptual renderings and/or design samples for stakeholder visualization (optional)*
- *Prepare conceptual cost estimate*
- *Final space plan report for presentation*

Exhibit B-1

Schedule of Fees

PHASE ONE

TASK 1: PROJECT KICKOFF AND ADMINISTRATION \$ 3,578

- Kick-off and Project Planning Meeting
- General Administration

TASK 2: EXISTING CONDITION VERIFICATION \$ 5,260

- Facility Walkthrough
- Base File Development
- Facility Condition Assessment
- Meetings

TASK 3: SPACE NEEDS DEVELOPMENT \$ 8,748

- Interviews
- Space Needs Analysis
- Adjacency Analysis
- Meetings

TASK 4: FURNITURE INVENTORY, ASSESSMENT, AND DESIGN \$ 7,692

- Furniture Inventory
- Furniture Assessment
- Conceptual Furniture Plan (w/ existing identified)
- Meetings

ESTIMATED REIMBURSABLES \$ 1,800

Reimbursement for Costs. Should CONSULTANT agree to procure equipment or supplies at the request of CITY, CITY shall reimburse CONSULTANT at actual cost. Reimbursement for these pass-through costs shall be promptly paid by CITY and shall not be considered compensation earned by CONSULTANT and shall not be limited by the compensation limitation of Paragraph 3 of this Agreement.

PHASE TWO

TASK 5: CONCEPTUAL SPACE PLANNING AND REPORTING \$ 14,226

- Conceptual Floor Plan
- Conceptual Cost Analysis
- Report Documentation
- Report/Conceptual Plan Revisions
- Council Presentation Meetings

City of Goleta

City Hall Facility Space Needs Assessment

Added per conversation 10/18 with Todd M.

Exhibit B-1
Schedule of Fees
Phase 2

City of Goleta

City Hall Facility Space Needs Assessment

Added per conversation 10/18 with Todd M.

RRM	MIKE SCOTT	RRM	SCHUYLER JOHNSON	RRM	CHARLES DELLINGER	RRM	DAYNA LAKE	RRM	SERENA WADDELL	RRM		RRM	RRM DESIGN GROUP
Principal-In-Charge		Project Manager		Senior Project Architect		Programming Specialist		Interior Designer				In-House	
200	\$ per hour	130	\$ per hour	183	\$ per hour	85	\$ per hour	105	\$ per hour	0	\$ per hour	lump sum per task	

TASKS													
1.0	Project Kick Off and Administration										\$ 3,578		
	Kick-off and Project Planning Meeting										\$ 1,652		
	General Administration										\$ 1,926		
											\$ -		
2.0	Existing Condition Verification										\$ 5,260		
	Facility Walkthrough										\$ 796		
	Base File Development										\$ 3,106		
	Facility Condition Assessment										\$ 1,358		
	Meetings										\$ -		
3.0	Space Needs Development										\$ 8,748		
	Interviews										\$ 3,756		
	Space Needs Analysis										\$ 3,146		
	Adjacency Analysis										\$ 1,846		
	Meetings										\$ -		
4.0	Furniture Inventory, Assessment, and Design										\$ 7,692		
	Furniture Inventory										\$ 2,070		
	Furniture Assessment										\$ 1,260		
	Conceptual Furniture Plan (w/ existing identified)										\$ 3,472		
	Meetings										\$ 890		
5.0	Conceptual Space Planning and Reporting										\$ 14,226		
	Conceptual Floor Plan										\$ 3,872		
	Conceptual Cost Analysis										\$ 2,064		
	Report Documentation										\$ 3,306		
	Report/Conceptual Plan Revisions										\$ 2,812		
	Council Presentation										\$ 920		
	Meetings										\$ 1,252		
Total Value \$											39,504		
Team Member Totals -->													
Total Labor Value											\$ 39,504		
Estimated reimbursables											\$ 1,800		

2	\$400	4	\$520	4	\$732	0	\$0	0	\$0	0	\$0	\$1,652
0	\$0	12	\$1,560	2	\$366	0	\$0	0	\$0	0	\$0	\$1,926
0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$0
0	\$0	2	\$260	2	\$366	2	\$170	0	\$0	0	\$0	\$796
0	\$0	8	\$1,040	2	\$366	20	\$1,700	0	\$0	0	\$0	\$3,106
0	\$0	2	\$260	6	\$1,098	0	\$0	0	\$0	0	\$0	\$1,358
0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$0
0	\$0	12	\$1,560	12	\$2,196	0	\$0	0	\$0	0	\$0	\$3,756
1	\$200	12	\$1,560	2	\$366	12	\$1,020	0	\$0	0	\$0	\$3,146
1	\$200	2	\$260	2	\$366	12	\$1,020	0	\$0	0	\$0	\$1,846
0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$0
0	\$0	1	\$130	0	\$0	8	\$680	12	\$1,260	0	\$0	\$2,070
0	\$0	0	\$0	0	\$0	0	\$0	12	\$1,260	0	\$0	\$1,260
1	\$200	2	\$260	4	\$732	12	\$1,020	12	\$1,260	0	\$0	\$3,472
0	\$0	2	\$260	0	\$0	0	\$0	6	\$630	0	\$0	\$890
2	\$400	8	\$1,040	4	\$732	20	\$1,700	0	\$0	0	\$0	\$3,872
0	\$0	2	\$260	8	\$1,464	4	\$340	0	\$0	0	\$0	\$2,064
1	\$200	8	\$1,040	2	\$366	20	\$1,700	0	\$0	0	\$0	\$3,306
1	\$200	4	\$520	4	\$732	16	\$1,360	0	\$0	0	\$0	\$2,812
2	\$400	4	\$520	0	\$0	0	\$0	0	\$0	0	\$0	\$920
0	\$0	4	\$520	4	\$732	0	\$0	0	\$0	0	\$0	\$1,252
8	\$1,600	68	\$8,840	48	\$8,784	106	\$9,010	0	\$0	0	\$0	\$39,504

Attachment 2

Agreement with 2019-112 with RRM Design Group for Professional Services Related to the City Hall Space Needs Assessment Project. (available online only)

Project Name: City Hall Space Needs Assessment

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

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

WHEREAS, the CITY has a need for professional design services for the City Hall Needs Assessment Project; and

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

WHEREAS, the CITY procured these services in compliance with Goleta Municipal Code Section 3.05.240 by a request for proposals process.

WHEREAS, the City Manager is authorized to execute this Agreement pursuant to Goleta Municipal Code section 3.05.240.E because the Agreement does not exceed \$30,000.

CITY and CONSULTANT agree as follows:

1. RETENTION AS CONSULTANT

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

2. DESCRIPTION OF SERVICES

The services to be performed by CONSULTANT are as follows:

Professional architectural space planning and interior design services in conjunction with the City Hall Space Needs Assessment. Services shall generally include architectural space planning and interior design services 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 \$27,078 (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 as described in Section 5 (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

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

4. EXTRA SERVICES

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

5. CITY PROJECT MANAGER AND SERVICES BY CITY

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

6. TERM, PROGRESS AND COMPLETION

The term of this AGREEMENT is from the date first written above to December 31, 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 according to the schedule for delivery of services in the Scope of Work attached as Exhibit "A" and incorporated herein.

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

9. HOLD HARMLESS AND INDEMNITY

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

court, jury or arbitrator having made a determination of the CONSULTANT's percentage of fault, the parties agree to mediation with a third party neutral to determine the CONSULTANT's proportionate percentage of fault for purposes of determining the amount of indemnity and defense cost reimbursement owed to the CITY.

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

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

10. INSURANCE

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

Insurance shall include the following (or broader) coverage:

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

- d) Professional liability insurance that covers the services to be performed in connection with this agreement, in the minimum amount of \$1,000,000 per claim.

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

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

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

11. RELATIONSHIP OF CONSULTANT TO CITY

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

12. CORRECTIONS

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

13. TERMINATION BY CITY

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

14. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

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

15. AUDIT OF RECORDS

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

16. WAIVER; REMEDIES CUMULATIVE

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

17. CONFLICT OF INTEREST

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

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

18. CONSTRUCTION OF LANGUAGE OF AGREEMENT

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

19. MITIGATION OF DAMAGES

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

20. GOVERNING LAW

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

21. NONDISCRIMINATION

CONSULTANT shall not discriminate on the basis of race, color, gender, gender identity/expression, pregnancy, sexual orientation, disability, marital status, or any other characteristic protected under applicable federal or state law.

22. TAXPAYER IDENTIFICATION NUMBER

CONSULTANT shall provide CITY with a complete Request for Taxpayer Identification Number and Certification, Form W-9 (Rev. October 2018), as issued by the Internal Revenue Service.

23. NON-APPROPRIATION OF FUNDS

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

24. MODIFICATION OF AGREEMENT

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

25. USE OF THE TERM "CITY"

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

26. PERMITS AND LICENSES

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

27. CAPTIONS

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

28. AUTHORIZATION

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

29. ENTIRE AGREEMENT BETWEEN PARTIES

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

30. PARTIAL INVALIDITY

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

31. NOTICES

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

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

TO CONSULTANT: Attention: Mike Scott, Principal-In-Charge
RRM Design Group
10 E. Figueroa St., Ste. 200
Santa Barbara, CA 93101

32. COUNTERPARTS AND ELECTRONIC/FACSIMILE SIGNATURES

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

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

CITY OF GOLETA

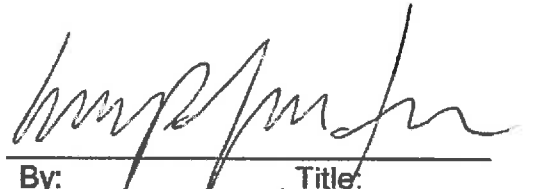

Michelle Greene, City Manager

RRM DESIGN GROUP


Mike Scott, Principal-in-Charge

ATTEST

Deborah Lopez, City Clerk


By: Erik P. Justesen, CEO Title:

APPROVED AS TO FORM


Winnie Cai, Assistant City Attorney

Exhibit A

Scope of Services

CONSULTANT shall provide all space needs assessment services requested by CITY including:

SCOPE

TASK 1: PROJECT KICKOFF AND ADMINISTRATION

As with constructing a puzzle, the planning process starts with understanding the big picture. RRM will work with the project representative team to start the project off on the right path by developing a thorough understanding of the project drivers and coming to consensus goals and measurable objectives. Ideally, this meeting includes direct stakeholder representatives, but may also be limited to key project representatives due to various sensitivities.

Deliverables:

- *List of project goals and measurable objectives*
- *Develop an anticipated timeline with critical milestones and associated deliverables*
- *Identify any potential risks if any and how to respond, avoid or mitigate them*
- *Identify communication protocol and responsibilities*
- *Provide monthly status updates*

TASK 2: EXISTING CONDITION VERIFICATION

This is where we take the necessary step of building the frame of the puzzle. RRM will investigate the existing site and building conditions to document opportunities and constraints for repurposing the building interior, including a preliminary review of structural systems, HVAC systems, lighting, and electrical systems (based on the provided facility assessment report and user input).

Deliverables:

- *Review existing documentation for site and building*
- *Site visit for field observations and photo survey*
- *Prepare base plan graphics for use during space plan development*

TASK 3: SPACE NEEDS DEVELOPMENT

If the step above is building the puzzle frame, this step is where we turn over all of the pieces. RRM will meet with department representatives to identify their current space needs, anticipated growth, operational flow (now and anticipate in the future), what internal and external department adjacencies are desired, and the workplace culture. During this process, our team will objectively ask questions to

differentiate the needs from wants and begin to identify opportunities for operational improvements through directed space allocation.

Deliverables:

- *Review any previously developed concept sketches, space plan diagrams, furniture layouts*
- *Initiate and conduct in-person, department representative interviews and existing facility walkthroughs and document findings*
- *These are often conducted at the department's current space or include a visit afterward to walk through their operations. Many 'little' facts come out during this time such as; "Oh yeah, we never use that.", "Those boxes have been there for years, or "Everyone is always waiting for this."*
- *Prepare a written draft space needs program for the needs now and at five and ten years out (this forms the basis of priorities of uses and sizes for the conceptual space planning stage)*
- *Prepare an adjacency diagram that illustrates the physical and operational connections between spaces (this forms the basis for space distribution within the facility)*

TASK 4: FURNITURE INVENTORY, ASSESSMENT, AND DESIGN

RRM Interiors will visit the existing offices to document, take inventory and assess the status and viability of the existing furniture. RRM will compile photos and existing furniture into a report within which we will analyze the feasibility of re-use, refurbishing or required replacement of existing furniture.

Deliverables:

- *A minimum of one (1) full day on-site for two RRM representatives to assess furniture status and inventory*
- *Coordination with Architects and analysis of furniture viability in conceptual space planning*
- *Spread sheet conveying quantity, status and viability of existing furniture organized by current spaces*
- *Photos of existing furniture to coordinate with spreadsheet to depict acceptable standards of furniture.*
- *Conceptual furniture plan displaying the use of new and existing furniture.*

Meetings:

- *One (1) in-person on-site meeting to review RRM analysis with City representative*

**Exhibit B
Schedule of Fees
Phase 1**

TASK 1: PROJECT KICKOFF AND ADMINISTRATION	\$ 3,578
<ul style="list-style-type: none">• Kick-off and Project Planning Meeting• General Administration	
TASK 2: EXISTING CONDITION VERIFICATION	\$ 5,260
<ul style="list-style-type: none">• Facility Walkthrough• Base File Development• Facility Condition Assessment• Meetings	
TASK 3: SPACE NEEDS DEVELOPMENT	\$ 8,748
<ul style="list-style-type: none">• Interviews• Space Needs Analysis• Adjacency Analysis• Meetings	
TASK 4: FURNITURE INVENTORY, ASSESSMENT, AND DESIGN	\$ 7,692
<ul style="list-style-type: none">• Furniture Inventory• Furniture Assessment• Conceptual Furniture Plan (w/ existing identified)• Meetings	
ESTIMATED REIMBURSABLES	\$ 1,800

Reimbursement for Costs. Should CONSULTANT agree to procure equipment or supplies at the request of CITY, CITY shall reimburse CONSULTANT at actual cost. Reimbursement for these pass-through costs shall be promptly paid by CITY and shall not be considered compensation earned by CONSULTANT and shall not be limited by the compensation limitation of Paragraph 3 of this Agreement.

City of Goleta

City Hall Facility Space Needs Assessment

Added per conversation 10/18 with Todd M.

Exhibit B
Schedule of Fees
Phase 1

RRM	MIKE SCOTT	RRM	SCHUYLER JOHNSON	RRM	CHARLES DELLINGER	RRM	DAYNA LAKE	RRM	SERENA WADDELL	RRM		RRM	RRM DESIGN GROUP
	Principal-In-Charge		Project Manager		Senior Project Architect		Programming Specialist		Interior Designer				In-House
200	\$ per hour	130	\$ per hour	183	\$ per hour	85	\$ per hour	105	\$ per hour	0	\$ per hour		lump sum per task

TASKS		
1.0	Project Kick Off and Administration	\$ 3,578
	Kick-off and Project Planning Meeting	\$ 1,652
	General Administration	\$ 1,926
		\$ -
2.0	Existing Condition Verification	\$ 5,260
	Facility Walkthrough	\$ 796
	Base File Development	\$ 3,106
	Facility Condition Assessment	\$ 1,358
	Meetings	\$ -
3.0	Space Needs Development	\$ 8,748
	Interviews	\$ 3,756
	Space Needs Analysis	\$ 3,146
	Adjacency Analysis	\$ 1,846
	Meetings	\$ -
4.0	Furniture Inventory, Assessment, and Design	\$ 7,692
	Furniture Inventory	\$ 2,070
	Furniture Assessment	\$ 1,260
	Conceptual Furniture Plan (w/ existing identified)	\$ 3,472
	Meetings	\$ 890
Total Value \$		25,278

Team Member Totals -->

Total Labor Value	\$ 25,278
Estimated reimbursables	\$ 1,800

2	\$400	4	\$520	4	\$732	0	\$0	0	\$0	0	\$0	\$1,652
0	\$0	12	\$1,560	2	\$366	0	\$0	0	\$0	0	\$0	\$1,926
0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$0
0	\$0	2	\$260	2	\$366	2	\$170	0	\$0	0	\$0	\$796
0	\$0	8	\$1,040	2	\$366	20	\$1,700	0	\$0	0	\$0	\$3,106
0	\$0	2	\$260	6	\$1,098	0	\$0	0	\$0	0	\$0	\$1,358
0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$0
0	\$0	12	\$1,560	12	\$2,196	0	\$0	0	\$0	0	\$0	\$3,756
1	\$200	12	\$1,560	2	\$366	12	\$1,020	0	\$0	0	\$0	\$3,146
1	\$200	2	\$260	2	\$366	12	\$1,020	0	\$0	0	\$0	\$1,846
0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$0
0	\$0	1	\$130	0	\$0	8	\$680	12	\$1,260	0	\$0	\$2,070
0	\$0	0	\$0	0	\$0	0	\$0	12	\$1,260	0	\$0	\$1,260
1	\$200	2	\$260	4	\$732	12	\$1,020	12	\$1,260	0	\$0	\$3,472
0	\$0	2	\$260	0	\$0	0	\$0	6	\$630	0	\$0	\$890
8	\$1,000	68	\$7,670	48	\$6,588	106	\$5,610	0	\$4410	0	\$0	\$25,278