



**Agenda Item A.7**  
**CONSENT CALENDAR**  
**Meeting Date: December 17, 2019**

---

**TO:** Mayor and Councilmembers

**FROM:** Vyto Adomaitis, Neighborhood Services and Public Safety Director

**CONTACT:** JoAnne Plummer, Parks and Recreation Manager

**SUBJECT:** Amendment No. 2 to Agreement #2017-133 with KTU&A for the development of a Parks, Facilities, and Playgrounds Master Plan

**RECOMMENDATION:**

Approve and authorize the City Manager to execute Amendment No. 2 to Agreement No. 2017-133 with KTU&A (KTU&A) for the development of a Parks, Facilities, and Playgrounds Master Plan (CIP 9068), extending the term of the agreement to June 30, 2020.

**BACKGROUND:**

In December of 2017, the City Council approved contract No. 2017-133 for the development of a Parks, Facilities, and Playgrounds Master Plan. The plan was anticipated to begin in January and conclude in December of 2018, with adoption in early 2019. The current contract period concludes in December 30, 2019.

**DISCUSSION:**

This project began in February of 2018 and has experienced a variety of delays. In June, City Council approved Amendment No. 1 to Agreement No. 2017-133 for a six-month time extension. During that time, staff continued to work with the consultant, with draft plans being reviewed by the public and Parks and Recreation Commission. All comments have been addressed and as appropriate, incorporated into the document. The draft plan is scheduled for City Council review and comment next month. Upon incorporation of all comments, a final draft will be brought before City Council for adoption.

Amendment No. 2 will provide the opportunity for the consultant to present the document to City Council in January of 2020 and complete any necessary revisions or work needed to finalize the document.

**FISCAL IMPACTS:**

There is no request for additional funds, so there are no fiscal impacts. Contract amendment is for term extension only.

**ALTERNATIVES:**

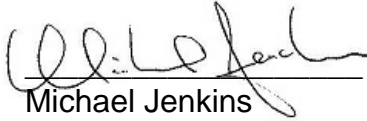
The Council may choose not to approve Amendment No. 2, but that would not allow the Council the opportunity to incorporate any changes to the plan prior to adoption.

**Reviewed By:**



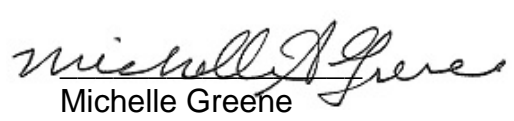
Kristine Schmidt  
Assistant City Manager

**Legal Review By:**



Michael Jenkins  
City Attorney

**Approved By:**



Michelle Greene  
City Manager

**ATTACHMENTS:**

1. Amendment No. 2 to a Professional Services Agreement 2017-133 Between the City of Goleta and KTU&A
2. Professional Services Agreement 2017-133 and 2017-133.1 Between the City of Goleta and KTU&A. (Available Online Only)

## **ATTACHMENT 1**

Amendment No. 2 to a Professional Services Agreement 2017-133 Between the City of  
Goleta and KTU&A



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

This **Amendment No. 2** to a PROFESSIONAL SERVICES AGREEMENT by and between the **City of Goleta**, a municipal corporation ("City") and **KTU&A**. ("Consultant") dated December 19, 2017 ("Agreement," Agreement No. 2017-133) is made this 17<sup>th</sup> day of December 2019.

**RECITALS**

**WHEREAS**, this Agreement is for professional planning services for development of a Parks, Facilities, and Playgrounds Master Plan; and

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

**WHEREAS**, on June 4, 2019, the Agreement was amended to extend the termination of the Agreement to December 31, 2019 (Amendment No. 1); and

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

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

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

**WHEREAS**, the City Manager approved this Amendment No. 2, on this 17<sup>th</sup> day of December, 2019.

**AMENDED TERMS**

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

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

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

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

2. **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.

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

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

**CITY OF GOLETA**

**CONSULTANT**

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

\_\_\_\_\_  
Michael Singleton, Principal

**ATTEST:**

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

\_\_\_\_\_  
Susan Cailing, Chief Financial Officer

**APPROVED AS TO FORM**

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

## **ATTACHMENT 2**

Professional Services Agreement 2017-133 and 2017-133.1 Between the City of Goleta and KTU&A. (Available Online Only)







Agreement No. 2017-133  
City of Goleta, California

Project Name: Parks, Facilities, and Playgrounds Master Plan

**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN THE CITY OF GOLETA  
AND  
KTU&A**

This AGREEMENT FOR PROFESSIONAL SERVICES (herein referred to as "AGREEMENT") is made and entered into this 19<sup>th</sup> day of December 2017, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **KTU&A**, a California corporation (herein referred to as "CONSULTANT").

**WHEREAS**, the CITY has a need for professional planning services for development of a Parks, Facilities, and Playgrounds Master Plan; and

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

**WHEREAS**, the CITY noticed a request for proposals and/or qualifications for professional planning services through an open and competitive advertisement process; and

**WHEREAS**, the CONSULTANT was selected based on several factors including knowledge and experience of key staff, availability of key staff personnel and resources, experience and demonstrated competence on similar projects, understanding of the project's scope, and feedback received from references; and

**WHEREAS**, the City Council, on this 19<sup>th</sup> day of December, 2017, approved this AGREEMENT and authorized the City Manager to execute the AGREEMENT.

CITY and CONSULTANT agree as follows:

**1. RETENTION AS CONSULTANT**

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

**2. DESCRIPTION OF SERVICES**

The services to be performed by CONSULTANT are as follows:

Professional planning, community outreach, and analytical services in conjunction with the development of a Parks, Facilities, and Playgrounds

Master Plan. Services shall generally include an assessment of historical information pertaining to the City's parks, facilities, open spaces, recreation amenities and playgrounds, an assessment of existing inventory, identification of capital improvement and disabled accessibility projects, the development of priorities and funding strategies to implement projects, and the development of maintenance standards and costs over the next 16 years, to run parallel with the implementation schedule of the City's Recreation Needs Assessment 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 **\$100,000** (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

Hourly at the hourly rates and with reimbursement to CONSULTANT for those expenses set forth in CONSULTANT's Schedule of Fees marked Exhibit "B," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until January 31, 2019, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager as described in Section 5 (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

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

### **4. EXTRA SERVICES**

CITY shall pay CONSULTANT for those CITY authorized extra services, not reasonably included within the services described in Section 2, as mutually agreed to 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, Neighborhood Services and Public Safety Director. Project Manager shall have the authority to act on behalf of the CITY in administering this AGREEMENT but shall not be authorized to extend the term of the AGREEMENT or increase the not to exceed amount.

**6. TERM, PROGRESS AND COMPLETION**

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

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

**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. Tara Lake 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 subcontracted or assigned without the City's prior written consent.

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

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

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

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

## **10. INSURANCE**

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

Insurance shall include the following (or broader) coverage:

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

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

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

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

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

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

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

#### **12. CORRECTIONS**

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

**13. TERMINATION BY CITY**

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

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

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

**15. AUDIT OF RECORDS**

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

**16. WAIVER; REMEDIES CUMULATIVE**

Failure by a party to insist upon the strict performance of any of the provisions of this AGREEMENT by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written

waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this AGREEMENT, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

**17. CONFLICT OF INTEREST**

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

**18. CONSTRUCTION OF LANGUAGE OF AGREEMENT**

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

**19. MITIGATION OF DAMAGES**

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

**20. GOVERNING LAW**

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

**21. TAXPAYER IDENTIFICATION NUMBER**

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

**22. NON-APPROPRIATION OF FUNDS**

Payments due and payable to CONSULTANT for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of CITY funds. In the event CITY has not appropriated sufficient funds for payment of



CONSULTANT services beyond the current fiscal year, this AGREEMENT shall cover only those costs incurred up to the conclusion of the current fiscal year.

**23. MODIFICATION OF AGREEMENT**

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

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

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

**25. PERMITS AND LICENSES**

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

**26. CAPTIONS**

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

**27. AUTHORIZATION**

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

**28. ENTIRE AGREEMENT BETWEEN PARTIES**

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

**29. PARTIAL INVALIDITY**

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

**30. NOTICES**


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

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

TO CONSULTANT:          Attention: Michael L. Singleton  
KTU&A  
3916 Normal Street  
San Diego, CA 92103  
(619) 294-4477 x134

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

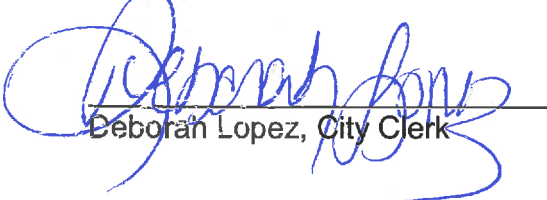
**CITY OF GOLETA**


  
Michelle Greene, City Manager

**CONSULTANT**


  
Michael Singleton, Principal

**ATTEST**

  
Deborah Lopez, City Clerk

  
Susan Cailing, Chief Financial Officer

**APPROVED AS TO FORM**

  
Winnie Cai, Deputy City Attorney

## **EXHIBIT A**

### **Scope of Work**

Consultant shall prepare a Parks, Facilities, and Playgrounds Master Plan, as detailed in the Request for Proposals issued by the City on October 6, 2017.

The plan will include the following tasks:

#### **Task Group 1: Start Up, Project Work Plan, Outreach Plan**

##### **1.1 Data collection, review and data requirements**

##### **1.2 Base map production for the study area**

Essential data will be requested and processed for use in the study efforts. These include native files from the Needs Assessment Report, GIS files of parks, spreadsheets and individual park area planning documents. Available demographic and socio-economic data and projected populations and growth are also important data points. An overall base map for the city will be developed using available data.

##### **1.3 Revise/ refine proposed scope and schedule**

##### **1.4 Revise/ refine public outreach and communications plan**

##### **1.5 Refine/ revise table of contents and topic agreement**

KTU&A will produce specific approaches that will help assure that the effort is heading in the right direction. This includes a refined scope based on the negotiated contract, as well as a schedule with important milestones. The overall outreach efforts and communication protocol will also be developed. Finally, to make sure the efforts are going towards an end-product, a detailed outline will be developed, including layout alternatives and topic areas to be discussed.

##### **1.6 Initial kick-off meeting/ field work/ goals setting with staff (Staff Meeting SM-1)**

##### **1.7 Arrange, attend and document management meetings with staff (SM:2 thru 4)**

Meetings are important since they foster communication. However, meetings can also command a large portion of the work budget. Focused meetings, with clear agendas that result in identified action items help make this budget investment worthwhile. This is especially true of the kick-off meeting since it sets the foundation for the work effort and helps to provide a foundation of expectations and agreed upon protocols of how the project should move forward. Follow on meetings are assumed by this proposal as having flexibility to be scheduled with planned trips that are work or presentation related. In the event a management meeting cannot be scheduled to correspond with other meetings and planned trips, the meeting will take place as a conference call. The team will set the agenda, provide needed materials, and document the meetings with action items and meeting minutes.

## **Task Group 2: Historical Information/ Inventory**

### **2.1 Summarize previous documents and planning efforts**

Many previous efforts are still valid and should be integrated into the new planning effort. Prior to incorporation and integration, lists and summaries of these studies will be provided. Once verified by the city, the studies will be reviewed and major relevant issues and solutions will be compiled for possible inclusion in the new parks master plan.

### **2.2 Compare historical demographic & usage with present data**

### **2.3 Project demographics into future conditions & determine future use levels**

GreenPlay will lead the effort on reviewing usage levels with support from KTU&A on demographic projections. This effort is mostly a numbers game. It is important to know where you have been, and where you are, before determining where you are going. Available demographic data will be reviewed. The data used for the Needs Assessment Report will be captured for context of where the city stood at the time of the study. Data on program use and activity assumptions will be reviewed to get an understanding of current capacities and use levels. Utilizing projections from the Santa Barbara County Association of Government, the future condition of populations, characteristics of populations and their likely use levels will be determined. This will set the foundation on which future needs will be based. Wherever possible, the Needs Assessment Report will be this foundation. Adjustments to the assumptions of this plan may be needed to assure that recommendations from the previous efforts are still relevant and appropriate.

### **2.4 Initiate parks and amenity inventory including ADA compliance (Field Work FW-1)**

KTU&A and Access Specialists will establish the process and implement the inventory work efforts. All existing data on parks and facilities will be collected, processed and organized. This will include both tabular data as well as GIS place locations.

A meeting will have occurred in previous phases (likely to be meeting M-2), to obtain consensus on how the demographic distribution and levels of service analysis are going to be approached and the specific numeric data and calculations intended to be performed to determine deficiencies or surpluses. Agreements on the inventory process and methods will also have been arranged as a result of this meeting. This will include the development of inventory checklists and guidelines used to determine qualitative and quantitative rankings being sought. KTU&A will provide one team member over a three-day period along with one team member from Access Specialist who will be conducting ADA initial compliance evaluations as well as life cycle determinations and code conformance/ conditions rankings. A GIS database, based on CityEngine, will be used for all inventory work. This database has an easy interface for use by non-technical persons reviewing the project results. The fieldwork will confirm existing assets and help to provide a basis for the condition and life cycle condition of the asset.

## **2.5 Summarize buildout impacts to parks, open space and playgrounds**

## **2.6 Present existing available inventory results (covered in SM-4)**

## **2.7 Present info on amenities to parks, facilities, & open space (covered in SM-4)**

GreenPlay and KTU&A will collaborate on these scope items. The results of the survey will be circulated to staff for additional quality control. Once the data has been verified, the level of service spreadsheet will be updated with assets, and adjustments to the base line population will be made. Confirmation on the acreage/ square footage/ quantity standards to be used will occur at this time (2018). Once confirmed, new model runs will be made to confirm current deficiencies in the park system. Future populations, as confirmed by staff and SBCAG, will then be worked into the model to determine the future situation of park adequacy. The initial effort assumes no new parks, other than those funded in FY 2017 / 2019 budgets. The results of these efforts will be presented to staff along with any other appointed agency, advocate group or stakeholder identified by staff. A full overview of the 2014 Needs Assessment, 2017 base line populations and 2030 build out populations will be provided along with the initial findings on deficiencies. The meetings listed above will occur as part of the existing conditions presentation meetings and Workshop 1 efforts listed below.

### **Task Group 3: Existing Conditions**

#### **3.1 Analyze amenities, usage, site conditions, facility and amenity needs**

KTU&A and GreenPlay will collaborate on this scope item. Based on preliminary results from Task Group 2, the qualitative and capacity issues with the recreation assets will be analyzed and through discussions with stakeholders, needed facilities will be discussed based on personal and community interest. Exhibits and presentation materials will be developed to obtain additional input in Staff Meeting 5.

#### **3.2 Complete report on ADA assessment of facilities, open space and playgrounds**

Accessibility Specialists will prepare a summary report overview of the results of the fieldwork. Categories of conformance: (1) clearly out of conformance with major barriers for access; (2) out of conformance but with some previous efforts at barrier removal; (3) built in conformance but will need some updated improvements to meet current standards; and (4) conforming to latest standards. In addition, a cross-reference matrix will be developed to help identify priorities for barrier removals. This matrix will include the conformance levels above in addition to the following: (1) represents a safety and equity access issue; (2) represents an equity issue only; (3) a safe and accessible option exists, although it is not up to standards and represents an unequal solution; and (4) improvement has no safety or access equity issue. KTU&A will work with Accessibility Specialists to map the locations of these facilities based on in-the-field use of GPS coordinates.

### **3.3 Perform a comparative analysis with similar size communities**

### **3.4 Perform a comparative analysis regional and national trends**

GreenPlay will use their national level trend analysis research through GP Red and summarize the national, regional and local trends that may affect decisions on level of service park standards. In addition, GreenPlay will research adjacent municipalities with similar conditions and summarize some of their standards. A review of the Needs Assessment Report and previous and ongoing input from the public will be used to calibrate and add to these trends and needs.

### **3.5 Determine LOS standards for recreation partners, adjacent cities and agencies**

Based on the results from 3.3 and 3.4, GreenPlay will summarize these comparative standards and will adjust existing or newly developed spreadsheets using these standards. Suggested changes to the current standards will be accomplished at this time. Other patterns of recreation usage and staff input on facilities at or above capacity will also be taken into account.

### **3.6 Solicit input on existing conditions, combine with Recreational Needs Assessment (SM-5)**

### **3.7 Meet to discuss existing LOS standards, results and adjustments (SM-5)**

### **3.8 Identify deficiencies based on the City's current LOS standards and criteria (SM-5)**

A meeting will be held to review and discuss the existing and proposed standards, as well as the summary of the suggested changes to the standards. This meeting will also discuss the existing conditions developed in this task group and will include a summary of expected deficiencies in park and amenity requirements.

### **3.9 Analyze geographic distribution of park assets using parkshed mapping**

KTU&A will map all parks and generate a 5, 10 and 15-minute walktime around all park locations utilizing ESRI Network Analyst and the existing and proposed walkway network. These outer zones will be considered as a parkshed distance zone when comparing distribution of parks. In addition, a 10-minute bike time and a 5-minute drive time will be used to help define the extent of access to these parks. The parksheds will then be overlaid on demographic and land use data to compare the service area demand of each park and to identify where parks may be falling short of a well distributed and equitable park system. Projected population will also be worked into the model to identify park deficiencies and distribution problems compared with future growth areas.

### **3.10 Develop maintenance standards as well as tools to measure efficiencies**

### **3.11 Develop a master sign policy and sign replacement plan with a cost analysis**

KTU&A landscape architecture staff will assess the current policies for maintenance and review data on current levels of maintenance and perceived shortfalls in these practices. Meeting with maintenance and operations staff, ideas on how to improve and formalize the process will be developed. Suggestions on levels of maintenance will be developed and the types of parks where these levels should apply. Discussion on

frequency of maintenance and seasonal variations will be noted. At the same time, a review of the current signage program will be conducted, and suggestions on the branding and information provided on directional, entry monument, information and regulatory signs will be made. A series of short guidelines and drawings will be prepared on how signage could be handle. Preliminary costs for the maintenance and master sign plan will be provided, using conceptual costs only.

### **3.12 Research, prepare, attend and document existing condition workshop (Public Meeting PW-1)**

KTU&A will lead the workshop efforts. This first workshop will follow the M-8 meeting and will invite the general public to provide input on the goals of the park system, the priorities and objectives established by the team, the overall existing conditions found to date including park inventory results, summaries of the Needs Assessment Report and a review of trends. A review of the preliminary maintenance and signage guidelines will also take place at this workshop. The workshop will provide various ways for input on these topics and the team will summarize the input, looking for areas of concurrence and areas of disparate opinions.

## **Task Group 4: Future Plans and Funding**

### **4.1 Describe future usage of parks, facilities, open space and playgrounds**

Based on the demographic projects and trends, KTU&A will prepare projections on the future usage of parks and their amenities.

### **4.2 Develop a maintenance plan, maintenance standards and task frequencies**

KTU&A will refine the draft maintenance plan discussed at Workshop 1 and prepare final recommendations.

### **4.3 Develop a lifecycle maintenance and replacement plan for buildings and amenities**

KTU&A and Accessibility Specialists will develop a strategy for priorities during different stages of major facilities lifecycles. Standards on replacement versus repair will be discussed. These standards will be applied to the inventory of amenities based on date of construction and current conditions noted in the field. This effort will be cursory and will need to be verified by staff prior to working these elements into future budgets and CIP efforts.

### **4.4 Present plans from approved master plans and rehabilitation projects (SM-6)**

KTU&A will review the current "on the horizon" master plans of parks and other lists of repair and replacement projects and prepare appropriate list summaries and maps. These elements will be presented as part of Workshop 2.

#### **4.5 Solicit public input on future needs by preparing on-line surveys**

The team suggests that one way of updating the input that was collected for the 2015 Needs Assessment based on the 2014 phone surveys is to provide an online survey of questions that ask for concurrence or variance with previous findings. This could be a way of calibrating and updating the previous efforts. There is no need to replace this previous research, just supplement it.

#### **4.6 Identify accessibility upgrades of parks, facilities, open space and playgrounds**

With a clearer understanding on what facilities are likely to be replaced in the near future, recommendations for changes to facilities, amenities and access paths can be made. Because of budget limitations, recommendations will be general in nature and will not include cost estimates for construction. A list of priorities based on the matrix developed in Task 3.2 and priorities based on life-cycle replacement strategies discussed in Task 4.3 will be used to inform this prioritization process.

#### **4.7 Identify how community buildout will impact ability to implement plans**

KTU&A will work with planning and development staff to understand the projects on the horizon that park and recreation facilities can be conditioned for as part of the normal approval process. For projects not on the horizon, assumptions of future development and developer constructed or funded projects will be made. Given the projected population and the needs of this future population, an effort will be made to determine what part of this future need may be covered by development. For the balance of costs beyond developer funded projects, an assessment on if this shortfall can be met in some other manner or if the future growth park projects may have the potential of being held up by the lack of the local matched funding will be discussed.

#### **4.8 Prioritize all future projects (handled at workshop PW-2)**

#### **4.9 Identify locations and costs for future facilities**

Projects identified to fill the deficiency gap will be summarized and mapped on citywide or neighborhood wide maps. Simple diagrams will be developed showing locations within existing parks or if the deficiency is going to be met by a new park, then these locations will also be shown. A logical system of prioritization will be developed, mostly based on the extent of deficiency for sub-areas of the communities with the greatest need, or based on implementation of future parks from developments or based on life cycle replacements that will be needed. Public input at a proposed Workshop 2 will also be used to set priorities. Results from the parkshed mapping and geographic distribution equity mapping will be used to identify the best locations for parks and related recreation facilities.

Specialty recreation facilities will be considered to be a community wide asset and will not be looked at by only including the smaller community park-sheds. Instead, these citywide facilities will look at the physical and population based centroids of the community and the nearest public land or park that has the capacity to integrate these community wide facilities, and should be considered as the best location for their development. Initial site plans and conceptual costs will be developed for all



recommendations, either at a park costs per acre for new parks or a special facility cost for an infill or expansion project.

#### **4.10 Determine potential cooperative agreements with adjacent municipalities**

KTU&A will map out parks and recreational facilities that are with- in the typical parksheds discussed earlier, but that fall outside the city boundary. A percent of these parks should be counted towards park requirements, being careful not to release the City of Goleta's responsibility for park development based on population and growth. In the same sense, parks that are near the City of Santa Barbara are likely to be used by Santa Barbara residents. Also, some discussion of federal, state and county open spaces shall take place as well. Park capacity and usage levels should take this into account.

#### **4.11 Determine cooperative agreements with public recreation program providers**

Certain nonprofit organizations such as Boy Scouts, Girl Scouts, Boys Club, Girls Club, YMCA and other organizations that pro- vide reasonable cost access to recreational facilities should be taken into account when developing park needs and assessments of deficiencies. Incorporation of these facilities in the master plan will be discussed with staff. If there are any non-profit providers that can run recreation programs on public parkland, these should be identified as well and a determination made as to the recreational need they are addressing.

#### **4.12 Determine potential joint use agreements with school facilities**

Where schools help to fill in gaps of park geographic distribution, an effort should be made to research and discuss the potential of developing joint use agreements with these schools in exchange for capital or maintenance investments from the City of Goleta.

#### **4.13 Conduct evaluation of soil in park areas for use of recycled water (FW-1)**

As part of the inventory process in the previous phases, some soil samples will be taken from various parks that have the potential for extended reclaimed water for irrigation uses. Based on the results of the soil samples (in terms of percolation and salinity tests), suggestions on how to more fully utilize reclaimed water in public parks will be discussed and a recommended plan will be developed.

### **Task Group 5: Findings and Recommendations**

#### **5.1 Present findings and recommendations for operational and budgetary decisions (SM-6)**

GreenPlay, working with staff, will look at preparing strategies for operational improvements as well as how recreation services are being provided to the community. This effort will also look at how funding sources related to user fees could be considered.

## **5.2 Determine if existing and planned facilities meet community current and future needs**

A summarized description of how future needs can be met will be prepared.

## **5.3 Identify shifts in operations, trends, programs or amenity needs for future needs**

Based on the trend research from previous phases and on future needs, a discussion of how these changes are likely to affect future needs will be provided. This discussion will also result in changes in the LOS and need spreadsheets.

## **5.4 Research, prepare, attend and document recommendation workshops (PW-2)**

KTU&A will lead this final workshop. The focus will be on presenting the recommendations of the plan and on allowing the public to rank the priorities of parks, facilities, open space and playground projects. The workshop will include some exercise that will allow the public to suggest where limited funding should be applied. The workshop will also focus on future needs of the community. A review of the current situation based on current level of service standards and adjusted standards will be presented along with current and projected deficiencies. The presentation and workshop will include previously proposed park projects, previously adopted park master plans that show expanded facilities and other future CIP projects. It should also suggest a framework that could be discussed with the public for alternative ways of meeting future needs such as: 1) joint use of public school facilities; 2) cooperative agreements with adjacent park and recreation facilities in the City of Santa Barbara; 3) identified non-profit organizations that provide for recreational experiences; and 4) other state or federal agencies that are also providing nearby access to resources based parks and activities. The results of this workshop will form the basis of how the remaining tasks in Task Group 5 will be conducted.

## **5.5 Prioritize and rank needs**

## **5.6 Establish an implementation program**

## **5.7 Develop a strategy, funding sources and timelines for financial implementation**

Given the input at the workshop, an overall prioritized list of projects will be finalized. This will also include the development of an implementation plan, including rough order of magnitude costs and phasing will be suggested. The effort will also identify funding sources and strategies that should be considered.

## **5.8 Incorporation of recommendations from existing plans and studies**

The findings and recommendations will include all park and recreation projects that have been previously recommended unless they have been superseded by other projects or events that now make them infeasible.

## **5.9 Develop a plan for implementation of recycled water for irrigation**

Given comments received on the recycled water draft recommendations, a final report will be developed.

### **5.10 Research and identify typical follow on tasks including CEQA requirements**

The implementation plan will identify the typical major steps needed prior to implementation. This will include design, engineering, permitting, environmental clearance as well as land acquisition and funding. The intent for CEQA requirements will include the use of the city's CEQA initial determination lists, identifying if sensitive resources or receptors exist in the immediate area of the proposed projects, and indicating if potential for significant impacts exist, might exist or do not exist. The steps needed and rough costs associated with these follow-on tasks will be identified. The analysis assumes that many of the infill park facility replacements will be categorically exempt from CEQA. Many more should also be considered categorically exempt if they are placed in an adopted park master plan that has already received environmental review. Park infill projects that significantly increase park use levels may need additional technical studies to determine if a negative declaration can be used for the project. In some cases, however, a full EIR or at least a mitigated negative declaration process will be required.

## **Task Group 6: Report Production/ Approval**

### **6.1 Produce draft report**

The draft report will include materials from all previous phases. It will be laid out in InDesign, with exports in Microsoft Word and pdfs to accommodate review comments. The document will include chapter dividers, photos, maps, tables, diagrams and text needed to explain all existing conditions and recommendations.

### **6.2 Complete research on stakeholders, interviews and group meetings (SI-1, 2, & 3)**

Three additional meetings will be proposed to interface with special groups or staff as identified by the city as important stakeholders that may be able to provide important insight. These meetings will need to occur at times other on-site meetings are scheduled to hold down travel costs.

### **6.3 Present to Parks and Recreation Commission initial findings (CM-1) – Staff to Handle**

The initial meeting with the Parks and Recreation Commission could be provided at the end of Phase 4 and 5 and concentrated on existing conditions and initial recommendations. It is beneficial to do this at an earlier stage rather than wait until the draft report and all of its recommendations have been made. In order to meet budget restrictions, this task is to be handled by staff.

### **6.4 Present to Parks and Recreation Commission initial findings (CM-2) – Staff to Handle**

Once the draft report has been produced, it should be presented to the Park and Recreation Commission for initial consideration as an information item. In order to meet budget restrictions, this task is to be handled by city staff.

### **6.5 Produce Pre-Final Report**

Based on comments from the Parks and Recreation Commission as well as comments from the public and staff, the Draft Report should be revised and submitted as the Pre-Final Report

### **6.6 Present to City Council initial findings (CC-1) – Staff to Handle**

The initial hearing with City Council should be an informational workshop. It will present the Pre-final report and will include the comments received from the Parks and Recreation Board. In order to meet budget restrictions, this task is to be handled by city staff.

### **6.7 Produce Final Report**

Based on adjustments recommended by the City Council, staff and the public, the Pre-Final Report will be revised and a Final Report will be submitted.

### **6.8 Present to Parks and Recreation Commission final draft for approval (CM-1)**

### **6.9 Present to City Council final for approval (CC-1)**

The Final Report will be presented to both the Parks and Recreation Commission and the City Council for an action item. Any suggested adjustments will be considered as amendments to the plan.

### **6.10 Organize files and turn over all materials for the project**

If any motions or conditions of approval are made at either the Parks and Recreation Commission advisory vote or by the City Council, these changes will be made in the Final Report. All original digital files will be organized and turned over to the City of Goleta on DVDs or by way of an ftp site.

#### **Legend Notes:**

Staff Meetings (SM)	Total of 5
Stakeholder Interviews (SI)	Total of 3
Commission Meetings (CM)	Total of 3 (staff to handle 2 of 3)
Public Workshops (PW)	Total of 2
Field Work (FW)	Total of 1
City Council Meetings (CC)	Total of 2 (staff to handle 1 of 2)

#### **Trip Notes:**

Meetings	Total of 16 (staff to handle 3 of 16)
Total Trips	Total of 8

#### **Meeting Notes:**

KTU&A will be in control of scheduling of trips and meetings, except for regularly scheduled meetings such as City Council or Commission meetings. Meetings will need to be combined to limit trips, travel time and travel expenses. To manage costs, the team intends to utilize AMTRAK as much as possible, so meetings will need to take into account train schedules.

The City will work with the consultant to refine the scope of work as is appropriate to complete the objectives of the assessment. The final report shall be ready by December 2018 for presentation to the Parks and Recreation Commission, with the final report presented to City Council in January 2019.

**EXHIBIT B**  
**Schedule of Fees**

KTU&A Hourly Schedule of Fees

<b>Classification</b>	<b>Hourly Rate</b>
Principal Planner	\$175
Project Manager	\$145
Sr. Park Planner	\$145
GIS Modeling & Facility	\$135
Outreach and Graphic Support	\$115

GreenPlay Hourly Schedule of Fees

<b>Classification</b>	<b>Hourly Rate</b>
Principal/ Trend Analysis	\$150
Parks Management & Needs Analysis	\$150

Accessibility Specialists Hourly Schedule of Fees

<b>Classification</b>	<b>Hourly Rate</b>
ADA CA Specialist	\$150
Field Inventory Staff	\$125

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

This **Amendment No. 1** to a PROFESSIONAL SERVICES AGREEMENT by and between the **City of Goleta**, a municipal corporation ("City") and **KTU&A**, ("Consultant") dated December 19, 2017 ("Agreement," Agreement No. 2017-133) is made this 4th day of June 2019.

**RECITALS**

**WHEREAS**, this Agreement is for professional planning services for development of a Parks, Facilities, and Playgrounds Master Plan; and

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

**WHEREAS**, the parties desire to amend the Agreement so as to extend the termination of the Agreement to December 31, 2019; 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 agreements; and

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

**AMENDED TERMS**

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

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

The term of this Agreement is from the date first written above to December 31, 2019, unless the term of this Agreement is extended or the Agreement is terminated as provided for herein.

CONSULTANT shall not commence work on the services to be performed until (i) CONSULTANT furnishes proof of insurance as required by Section 10 below, and

(ii) CITY gives written authorization to proceed with the work provided by CITY's Project Manager. All services shall be completed within the term of this Agreement following the notice to proceed.

2. **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.


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**

  
Michael Singleton, Principal

**ATTEST:**

  
Deborah Lopez, City Clerk

  
Susan Cailing, Chief Financial Officer

**APPROVED AS TO FORM**

  
Winnie Cai, Assistant City Attorney