



Agenda Item A.1
CONSENT CALENDAR
Meeting Date: January 16, 2020

TO: Mayor and Councilmembers

FROM: Peter Imhof, Planning and Environmental Director
Charlie Ebeling, Public Works Director

CONTACT: Lisa Prasse, Current Planning Manager
James Campero, Deputy Public Works Director

SUBJECT: Development of Vehicle Miles Traveled California Environmental Quality Act Thresholds

RECOMMENDATION:

- A. Authorize the City Manager to execute a Professional Services Agreement with GHD to develop Vehicles Miles Traveled California Environmental Quality Act Thresholds in the amount not to exceed \$159,478 with the term ending September 1, 2020;
- B. Authorize an additional appropriation of \$180,478 from General Fund Unassigned Fund Balance to the Current Planning program accounts as listed in the Fiscal Impact section.

BACKGROUND:

In 2013, the State of California adopted Senate Bill 743 which changed the focus of transportation impact analysis in the California Environmental Quality Act (CEQA) from measuring traffic congestion impacts to drivers to measuring the impact of driving as the environmental impact. The change is being made by replacing the Level of Service (LOS) metric with a Vehicles Miles Traveled (VMT) metric. The VMT metric focuses on the amount and distance of VMT attributable to a project. This paradigm shift in transportation impact focus will better align impact analysis and mitigation outcomes with the State's goals to reduce greenhouse gas emissions, encourage infill development, and improve public health through more active transportation. Based on the extensive statewide input received on this change, it has taken several years for the Governor's Office of Planning and Research to revise the CEQA Guidelines to reflect the requirements of SB 743. The Governor's Office of Planning and Research has determined that all jurisdictions are required to establish and use the VMT metric for CEQA analysis by July 1, 2020.

VMT is calculated by multiplying the number of vehicle trips that a proposed development will generate by the estimated number of miles driven per trip. LOS impacts were typically offset by increasing roadway capacity (i.e., widening roads) as a mitigation measure to

increase vehicular throughput. Under the new metric, projects that are expected to result in significant increases in VMT will be able to mitigate their impacts through alternative measures such as car-sharing services, unbundled parking, improved transit, and enhanced pedestrian and bicycle infrastructure.

The State of California has made its own recommendation for the CEQA impact threshold at 15% below the existing VMT per capita of the region. Section 15064.3(b)(1) of the CEQA Guidelines provides further guidance regarding establishing CEQA thresholds as follows:

Vehicle miles traveled exceeding an applicable threshold of significance may indicate a significant impact. Generally, projects within one-half mile of either an existing major transit stop or a stop along an existing high-quality transit corridor should be presumed to cause a less than significant transportation impact. Projects that decrease vehicle miles traveled in the project area compared to existing conditions should be presumed to have a less than significant transportation impact.

Jurisdictions are allowed to continue to use the LOS metric as a component of project analysis, but not for environmental analysis purposes. As the City's Circulation Element of the General Plan/Coastal Land Use Plan uses the LOS metric, LOS will continue to be used when making consistency findings.

DISCUSSION:

The development and implementation of VMT CEQA thresholds is a coordinated effort between the staffs of the Public Works and Planning and Environmental Review Departments. On October 22, 2019, the Planning and Environmental Review Department released a Request for Proposal to prepare VMT CEQA Thresholds in accordance with Senate Bill 743. The City received three responses to this request. All of the responses were in excess of the \$30,000 placeholder amount that Planning and Environmental Review Department included in this Fiscal Year's budget.

After evaluating the proposals and interviewing the firm that had the most comprehensive understanding of the travel patterns affecting Goleta, the most responsiveness to the Request for Proposal, and the best qualifications of the team, staff recommends the firm of GHD with Jim Damkowitch as the Project Manager. Mr. Damkowitch has provided the City with traffic modeling support since 2005 and is very familiar with the scope of the traffic generators and patterns that affect Goleta including traffic contributions from the City of Santa Barbara, the University of California at Santa Barbara, and the County. In addition to GHD, the team includes Convergence Planning (to assist with modeling and development of interactive tools) and Rincon Consultants (to provide CEQA process support). There is much work to be done in a limited timeframe in order to meet the fast approaching deadline. The proposed primary tasks to accomplish the project include:

1. Development/selection of the appropriate Methodology to establish a VMT baseline. GHD will start with both the City's existing Travel Model and SBCAG Model;
2. Development of VMT Thresholds and Screening Criteria;
3. Development of Project-Level VMT Analysis Tool;
4. Goleta Model Review/Update based on the established thresholds;
5. Development of Project-Level VMT Mitigation Measures;
6. Development of Safety Thresholds, Evaluation of Impacts, and Mitigation; and
7. Staff training/development of Users-Manual for City staff and the public.

The attached contract outlines the tasks, the deliverables, and the associated quick schedule in order to meet the July 1, 2020 deadline, including hearings with the Planning Commission and City Council.

FISCAL IMPACTS:

As part of the FY 19/20 budget process, staff had requested \$30,000 as a placeholder for the VMT project. As noted above, additional funds are needed to accomplish this project. An additional appropriation of \$180,478 (\$129,478 for GHD contract and \$51,000 for three citywide mailed notices) from the General Fund unassigned fund balance is requested. Approximately \$6.7 million is available in General Fund unassigned fund balance. The current budget with recommended appropriations is shown in the following table.

VMT CEQA Threshold, FY19/20				
Fund Type	Account	Existing Allocation	Additional Appropriation Requested	Amended Available Budget
General Fund	101-5-4100-500	\$30,000	\$129,478	\$159,478
General Fund	101-5-4100-116	---	\$51,000	\$51,000
Total		\$30,000	\$180,478	\$210,478

ALTERNATIVES:

Direct staff to enter into negotiations with one of the other respondents to the RFP or re-release the RFP to seek other bidders.

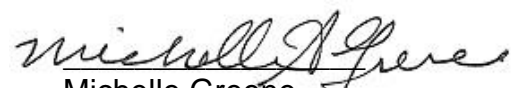
Reviewed By:

Legal Review By:

Approved By:


Kristine Schmidt
Assistant City Manager


Michael Jenkins
City Attorney


Michelle Greene
City Manager

ATTACHMENT:

1. Professional Services Agreement 20 – XXX with GHD

**ATTACHMENT 1
PROFESSIONAL AND DESIGN SERVICES AGREEMENT
WITH GHD INCORPORATED**

**AGREEMENT FOR PROFESSIONAL DESIGN SERVICES
BETWEEN THE CITY OF GOLETA
AND
GHD INC.**

This AGREEMENT FOR PROFESSIONAL DESIGN SERVICES (herein referred to as "AGREEMENT") is made and entered into this 16TH day of January 2020, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **GHD INC.**, (a California Corporation herein referred to as "CONSULTANT").

WHEREAS, the State of California adopted Senate Bill (SB) 743 in 2013. SB 743 changes the focus of transportation impact analysis from measuring impacts to drivers through delay to measuring the impact of driving. The change replaces Level of Service (LOS) metric to a Vehicles Miles Traveled (VMT) metric; and

WHEREAS, all jurisdictions are required to establish and use the VMT metric for CEQA analysis by July 1, 2020; and

WHEREAS, the CITY has a need for professional traffic engineering services for Vehicle Miles Traveled (VMT) California Environmental Quality Act (CEQA) Thresholds 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 Proposal process;

WHEREAS, the City Council, on this 16th day of January 2020, 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 travel demand modeling/traffic forecasting and VMT CEQA Threshold development services in conjunction with VMT Threshold project. Services shall generally include development of appropriate methodology

to establish VMT, development of VMT thresholds and screening criteria, development of project -level VMT analysis tool, Goleta Model review/update based on established thresholds, development of project-level VMT mitigation measures, and staff training 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 \$159,478.00 (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 September 1, 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 Lisa Prasse, Current Planning Manager, Project Manager shall have the authority to act on behalf of the CITY

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

6. TERM, PROGRESS AND COMPLETION

The term of this AGREEMENT is from the date first written above to September 1, 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.

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. Jim Damkowitch 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. Except as specified in this section or approved in writing by the City Manager, no contract work shall be subcontracted except the following:

- Convergence Planning, LLC
- Eco Resource Management Systems, Inc.
- Rincon Consultants, Inc.

The above listed subconsultants shall be paid at the hourly rates attached as Exhibit C.

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: Jim Damkowitch
GHD Inc.
943 Reserve Drive
Roseville CA 95678
916-782-8688

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

CONSULTANT

Michelle Greene, City Manager

Kamesh Vedula PE, TE, Principal

ATTEST

Deborah Lopez, City Clerk

Douglas J. Ries PE, Principal

APPROVED AS TO FORM



Winnie Cai, Assistant City Attorney

EXHIBIT A SCOPE OF WORK

The following tasks shall be performed by CONSULTANT when providing the SB 743 Threshold development study.

♦ Task 1: Methodology

Using guidance from OPR's Technical Advisory, the **CONSULTANT** will determine the appropriateness of the City's travel model and SBCAG's regional model for establishing VMT baselines. **CONSULTANT** will also compare the results of GIS shortest- and fastest-path network analysis utilizing the Longitudinal Employment and Housing Data (LEHD) dataset for work-to-home and home-to-work trips, as well as household travel survey data and HPMS data.

Other non-travel model sources should be consulted to measure an accurate VMT baseline, which is perhaps *the most critical* step of this process. **CONSULTANT** will examine and consider off-model and model hybrid trip length information.

CONSULTANT will review the potential applications, including potential time, cost, and defensibility efficiencies or concerns, with each of the following approaches for calculating a VMT baseline:

1. City of Goleta Travel Model only, with any additional traffic count or survey data available to refine results;
2. SBCAG Model only, with any additional traffic count or survey data available to refine results;
3. City of Goleta Travel Model/SBCAG Model hybrid, where the City's model is used to assess I-I trip characteristics and SBCAG's model is used to refine the I-X and X-I trips;
4. City Goleta Travel Model/SBCAG Model/LEHD/VCTC hybrid, where City's model is used to assess I-I trip characteristics and the SBCAG/VCTC regional models are used to compare I- X and X-I trips and LEHD data is used to refine these trip characteristics with adjacent jurisdictions.

CONSULTANT will present a recommendation in a draft memorandum to the advisory group. The advisory group will review the draft memorandum and choose a hybrid-model, "big data"-model hybrid, or single-model approach to calculate the VMT baseline for the city. After the advisory group selects a hybrid-model, "big data"-model hybrid, or single-model approach, the **CONSULTANT** will prepare auditable off-model VMT workbook and/or conduct any necessary model updates and use the selected model to calculate and establish the baseline VMT in the unincorporated areas of the City. Any hybrid approaches that require off-model inputs from "big data" sources or other area models will be developed using database or spreadsheet workbooks that can be updated systemically as new data, or as new models, are developed, to facilitate future updates, peer review, and refinements, along with an appropriately detailed user guide.

CONSULTANT will present a draft memorandum to the advisory group that details draft baseline VMT maps, appropriate efficiency metrics for different land use types (e.g., per capita, per service population), and calculation methodologies. **CONSULTANT** will contribute a section to the draft memorandum that discusses potential CEQA implementation considerations of the modeling approaches, how the VMT baseline will affect preparation of future CEQA documents and CEQA defensibility. Following the advisory group's review, **CONSULTANT** will incorporate comments into a final draft technical memorandum that summarizes all components of Task 1.

Task 1 Deliverables:

- *Draft memorandum that recommends a baseline VMT approach that may include a hybrid of available travel demand models, a hybrid of “big data” and travel demand model(s), or a single travel demand model based on time, cost, and other criteria.*
- *Draft memorandum that details the selected VMT baseline modeling approach, calculation methodology and associated databases or spreadsheet workbooks, and draft maps of baseline VMT.*
- *Final draft memorandum that summarizes all Task 1 deliverables.*

♦ **Task 2: Development of VMT Thresholds and Screening Criteria**

CONSULTANT will develop, test, and document VMT thresholds appropriate to the City’s land use patterns. The **CONSULTANT** will provide an overview OPR’s Technical Advisory and other relevant guidelines and studies on VMT thresholds. Following this review, **CONSULTANT** will identify potential differences and the need for corresponding VMT thresholds to account for the non-city “islands” and/or adjacent jurisdictions. These distinct sub-areas include UCSB, City of Santa Barbara Airport aviation uses and neighboring Airport Specific Plan, adjacent unincorporated areas such as Isla Vista, Gaviota and east Goleta Valley. **CONSULTANT** anticipates that this task will also include consideration of more refined VMT area boundaries, such as Community Plan areas. **CONSULTANT** will also identify a minimum of three (3) potential thresholds for land use projects (e.g., residential, retail, office) and one potential threshold each for land use plans and transportation planning documents and projects.

Utilizing guidance from OPR’s Technical Advisory, **CONSULTANT** will develop recommendations on screening criteria and/or maps to identify when a project should be expected to cause a less-than-significant transportation impact without conducting a detailed study.

CONSULTANT will document the proposed threshold and screening criteria in a draft memorandum for review by the advisory group. **CONSULTANT** will contribute a section to the draft memorandum that discusses potential CEQA implementation considerations of the VMT thresholds and screening criteria, and whether any may be likely to encounter future procedural, regulatory, or policy conflicts. **CONSULTANT** will then incorporate the advisory group’s comments into a final draft technical memorandum.

Task 2 Deliverables:

- *Draft and final draft technical memorandums on proposed VMT thresholds and screening criteria.*

♦ **Task 3: Develop Project-Level VMT Analysis Tool**

CONSULTANT will identify or develop an analysis tool for estimating project-level VMT for proposed land use and transportation projects. **CONSULTANT** will focus on analysis tools that estimate both project impacts and cumulative impacts. **CONSULTANT** will review available project-level analysis tools and present multiple concepts that fit the need of the City to the advisory group. **CONSULTANT** will present options for development of a new sketch-planning VMT tool that focuses on ease-of-implementation, transparency, and is open to future modifications as needed. The tool will include direct inputs from travel demand models selected in Task 1, as well as inputs from any off-model “Big Data” sources utilized to validate baseline trip lengths.

The tool will either be a standalone workbook, a workbook dependent on new travel demand model outputs, or a modification of an existing trip-based VMT sketch-planning tool such as

CalEEMod. The advisory group will review the draft memorandum and choose an analysis tool or tool development approach.

After the advisory group selects an analysis tool, **CONSULTANT** will evaluate four (4) project types to verify the analysis tool is appropriate for use in the County. **CONSULTANT** will document the test results in a technical memorandum and make a final recommendation on the analysis tool based on the results of the tests. **CONSULTANT** will contribute a section to the draft memorandum that discusses potential CEQA implementation considerations of the project-level VMT analysis tool.

Task 3 Deliverables:

- *Draft technical memorandum recommending analysis tools for project-level VMT estimation.*
- *Draft and final draft technical memorandums documenting the testing and verification of the selected analysis tool with four (4) projects.*

♦ **Task 4: Goleta Model Review**

Based on the established thresholds, **CONSULTANT** will develop post-processing scripts within the City's VISUM model software that will allow full-trip length VMT estimates to be generated by the Goleta Model. These scripts will be applied after the model has generated its' boundary based VMT estimates. Additional script development will allow the City's model to discern full-trip length VMT by sub-area (i.e., UCSB, City of Santa Barbara Airport and Airport Specific Plan land uses, County of Santa Barbara). The model already has this functionality for quantifying trips but with the shift to VMT – this would be a logical adjunct to the City's modeling capability.

Task 4 Deliverables:

- *Draft and final draft technical memorandums documenting Goleta Model enhancements or analysis gaps to generate full-trip length VMT.*

♦ **Task 5: Develop Project-Level VMT Mitigation Measures**

CONSULTANT will review California Air Pollution Control Officers Association's guidance and other available guidelines and studies, such as the OPR Technical Advisory and SBCAG's 2016 Countywide VMT Analysis, regarding strategies to reduce VMT and develop a list of feasible project-specific and regional mitigation measures. **CONSULTANT** will base and prioritize the mitigation measures on land use patterns, travel behaviors, effectiveness, and relevancy to projects in the City. **CONSULTANT** will also evaluate innovative strategies to reduce VMT, such as regional mitigation banking and exchange programs, and the City's ability to implement such strategies. This process will identify simple and direct means to mitigate VMT such as contributions to Santa Barbara Metropolitan Transit District (SBMTD) transit operations or SBCAG's Traffic Solutions rideshare operations. Longer-term alternative frameworks such the development of a regional (or South Coast) transportation impact fee can also be examined but would obviously involve other jurisdictions.

CONSULTANT will document the proposed mitigation measures in a draft memorandum for review by the advisory group. **CONSULTANT** will contribute a section to the draft memorandum that discusses potential CEQA implementation considerations of the mitigation measures, and whether any may be likely to encounter future procedural, regulatory, or policy conflicts. **CONSULTANT** will then incorporate the advisory group's comments into a final draft technical memorandum.

Task 3 Deliverables:

- *Draft and final draft technical memorandums documenting feasible and context-sensitive VMT mitigation measures and evaluation of innovative VMT reduction strategies.*

♦ **Task 6: Staff Training**

CONSULTANT will produce a detailed, step-by-step, clear and user-friendly User's Manual for City staff and the public. This would be provided in draft form initially, so that those who would be using the VMT sketch planning tool have an opportunity to review and comment on it. The manual will not only include an application-based "how to" description for the general "practitioner" but also an ancillary "how to" update and/or modify portion for just the City staff. This hands-on training will also detail how the back-end formulas operate and how internal calculations are done.

The **CONSULTANT** will provide a 1-day training session for City staff at the City's offices. The training will entail all steps described in the draft User's Manual. A final User's Manual will be produced after the hands-on training session so that questions or information needs encountered by City staff during the training can be incorporated as appropriate.

Task 6 Deliverables:

- *Draft and final draft VMT analysis tool user manual.*
- *1-Day Staff Training at the City of Goleta Offices*

♦ **Task 7: VMT Tracking Methodologies**

CONSULTANT will identify and/or develop methodologies for tracking the effectiveness of the various VMT reduction mitigation strategies available. All of which will be empirically based methods versus modeling based. The methodologies will vary by type of strategy under consideration. In the event that a VMT reduction strategy is identified as CEQA mitigation, this information will assist the City (as the lead agency under CEQA) to implement and meet the CEQA Mitigation Monitoring Program requirements.

CONSULTANT will document the proposed VMT tracking methodologies in a draft memorandum for review by the advisory group. **Rincon** will contribute a section to the draft memorandum that discusses potential CEQA implementation considerations related to the CEQA Mitigation Monitoring Program requirements and whether any may be likely to encounter technical, procedural, regulatory, or policy conflicts. **CONSULTANT** will then incorporate the advisory group's comments into a final draft technical memorandum. This document can be amalgamated with the information developed in Task 5 to produce a one-stop-shop document related to VMT mitigation and tracking.

Task 7 Deliverables:

- *Draft and final draft VMT Tracking Methodologies technical memorandum.*

♦ **Task 8: Draft Report and Final Report**

CONSULTANT will prepare a draft report summarizing the deliverables completed in Tasks 1 – 7 above (and 8 – 10 these optional items are desired by the City), for review and comment by the advisory group. **CONSULTANT** will incorporate comments received from the advisory group into the draft report, which Planning and Environmental Review and Public Works staff will present to the City Planning Commission and City Council. **CONSULTANT** will incorporate the comments received from the Planning Commission and the City Council into a final report, as appropriate.

Task 8 Deliverables:

- *Draft and final reports summarizing previous project deliverables and comments received.*

♦ **Task 9: Meetings**

CONSULTANT will participate in a project kick-off meeting and will assist City throughout the project by participating in up to six (6) additional meetings consisting of the two (2) advisory group meetings and three (4) Planning Commission/City Council hearings for the project.

CONSULTANT recommends the City form an advisory group, consisting of, at minimum, staff from City's Planning and Environmental Review and Public Works departments including legal review. If desired by the City, other non-City participants could include representatives from SBCAG, the County and City of Santa Barbara as well as representatives from the development community.

Kickoff Meeting

CONSULTANT will coordinate a kick-off meeting with the City within 10 working days of authorization to commence work. The kick-off meeting will allow **CONSULTANT** and the advisory group to review the project objectives, identify regional issues that may affect the project, establish communication and review protocols, and review the project schedule. To prepare for the kick-off meeting **CONSULTANT** will bring the Office of Planning and Research (OPR) published technical advisories and guidelines related to SB 743. **CONSULTANT** will also bring examples of implementation strategies, policies, and guidelines from other local and regional agencies that may be useful to reference and facilitate conversation, including methodologies developed or applied by **CONSULTANT** in other jurisdictions. **CONSULTANT** will present available "Big Data" sources to ground-truth VMT estimates during the subsequent tasks for City and advisory group consideration. These will include available free data sources, such as US Census's Longitudinal Employer-Household Dynamics (LEHD), FHWA's Highway Performance Monitoring System (HPMS), and paid-for commercial GPS data (i.e., location-based services cell data).

CONSULTANT believes this Scope of Work can be completed without the purchase of any additional data beyond what is freely available, listed above including SBCAG's 2016 County-wide VMT Analysis.

Advisory Group Meetings (2)

CONSULTANT and **Rincon** are available to participate in two (2) advisory group meetings. The purpose of the advisory group meetings is to review key concepts and receive comments from industry professionals.

Planning Commission and Council Presentations (4)

CONSULTANT and **Rincon** will also help City staff present the project and address technical questions at decision-maker hearings prior to adoption of the updated CEQA transportation impact thresholds. **CONSULTANT** will plan to participate up to two (2) Planning Commission hearings, and two (2) City Council hearings. **Rincon** is available to participate in up to two (2) hearings, to be selected by the City.

Task 9 Deliverables:

- *Coordinate one Kick-Off Meeting with the advisory group, including agendas and minutes.*
- *Assemble and distribute materials for advisory group review and discussion prior to and at the Kick-Off Meeting.*
- *Participate in two (2) advisory group meetings and four (4) decision-maker hearings.*
- *Develop an updated initial study list guidance document for CEQA in the City of*

♦ **Task O-2: Safety Thresholds and Evaluation of Impacts**

CONSULTANT will review the CEQA text pertaining to safety as an impact, as well as the status of the City's Systemic Safety Plan (currently under development). Taking industry standards, **CONSULTANT** will determine if a reasonable threshold can be established for development road safety analysis and then subsequent evaluation for potential mitigation to mitigate any in- creased collision risk, rate or other metric by proposed development.

CONSULTANT will submit concept proposals for the establishment of a data-driven methodology and/or tool that can screen land development project proposals for their potential to in- crease risk or rate of severe crashes. These proposals will be consistent with HSM predictive crash methodologies (Part C and D), systemic safety analysis strategies, and the principles and goals established under FHWA rules and regulations that provide a framework for a performance-based evaluation of safety engineering and investment decisions, such as those being pursued as California Strategic Highway Safety Plan Actions.

CONSULTANT will examine and present practical methodologies and tools for a macro-level assessments, based on adjacent and nearby roadway volumes, crash rates and collision history, roadway geometric features, presence of passing lanes, and a proposed project's potential to increase exposure rates, speed differentials, crossing movements, hazardous features, and/or conflicting movements at intersections or access points on a high-risk facility. Such evaluation may be based on construction of a quick-response sketch-planning or forecasting model for City owned and maintained roadways of various functional classes or categories. **CONSULTANT** will review the proposed safety thresholds and evaluation tool from a CEQA implementation perspective.

Task O-2 Deliverable:

- *Collision risk or rate forecasting tool for new development (checklist, forecasting equation based on road type, tool, procedure guide, or model).*

♦ **Task O-3: Safety Mitigation**

CONSULTANT, based on the developed evaluation tool, procedure, or model, will provide a list of "Collision Reduction" improvements that have been demonstrated to successfully mitigate increased collision rates, collision risks, or collision exposure from added traffic associated with a proposed development. **CONSULTANT** will develop a City-specific rural roadway working list indicating anticipated "Collision Reduction Factor" based on industry standards for offsetting or

mitigating the safety concerns identified with individual or collective improvements within a similar context road corridor or region.

In addition to a list of preferred mitigation strategies, **CONSULTANT** will develop proactive policy and process documents to ensure or require that access proposals to serve new development (driveway, public road connection, or capacity expansion of existing intersections) consider, evaluate and compare the safety performance of alternative intersection configurations and control strategies to inform the selection of the optimal access solution. **Rincon** will review the list of mitigation measures from a CEQA implementation perspective.

Task O-3 Deliverable:

- *List of collision reduction factors and how to apply for mitigation of proposed developments.*

EXHIBIT B
SCHEDULE OF FEES
CONSULTANTS

GHD Inc. (see full rate sheet for GHD on the following page)			
Labor Category	Currently Filled By:	Role	Rate
Principal	Kamesh Vedula	PIC / QA-QC	\$247
Planner Level F	Jim Damkowitch	Project Manager	\$236
Planner Level E	Todd Tregenza	VMT Task Lead	\$194
Engineer Level D	Kathryn Kleinschmidt	Safety Analysis Task Lead	\$189
Engineer Level D	Jake Hudson	Safety Analysis Task Lead	\$189
Engineer Level C	Rosanna Southern	Senior Transportation Planner	\$168
Engineer Level B	Zach Stinger	Transportation Engineer	\$140
Planner Level B	Paige Thornton	Transportation Planner	\$126
Engineer Level A	Faridur Rahman	Transportation Engineer	\$131
Administrative Support	Arlene Paulino	Administrative Manager	\$80



US West Region Fee Schedule *

Principals:	\$245.00 - \$280.00	Geologists/Hydrogeologists:	
Associates:	\$175.00 - \$250.00	♦ Level A	\$120.00 - \$135.00
Specialist:	\$225.00 - \$275.00	♦ Level B	\$135.00 - \$145.00
Engineers:		♦ Level C	\$145.00 - \$175.00
♦ Level A	\$120.00 - \$135.00	♦ Level D	\$175.00 - \$200.00
♦ Level B	\$135.00 - \$155.00	♦ Level E	\$200.00 - \$225.00
♦ Level C	\$155.00 - \$175.00	♦ Level F	\$225.00 - \$250.00
♦ Level D	\$175.00 - \$195.00	Technicians/Technologists:	
♦ Level E	\$195.00 - \$230.00	♦ Level A	\$ 70.00 - \$100.00
♦ Level F	\$230.00 - \$260.00	♦ Level B	\$100.00 - \$120.00
Environmental Chemists/Scientists/Planners:		♦ Level C	\$120.00 - \$135.00
♦ Level A	\$105.00 - \$125.00	♦ Level D	\$135.00 - \$160.00
♦ Level B	\$125.00 - \$145.00	♦ Level E	\$160.00 - \$190.00
♦ Level C	\$145.00 - \$165.00	♦ Level F	\$190.00 - \$235.00
♦ Level D	\$165.00 - \$185.00	Draft/CADD:	
♦ Level E	\$185.00 - \$215.00	♦ Level A	\$ 90.00 - \$100.00
♦ Level F	\$215.00 - \$245.00	♦ Level B	\$100.00 - \$110.00
Industrial Hygienists/Safety Professionals:		♦ Level C	\$110.00 - \$120.00
♦ Level A	\$120.00 - \$135.00	♦ Level D	\$120.00 - \$130.00
♦ Level B	\$135.00 - \$150.00	♦ Level E	\$130.00 - \$140.00
♦ Level C	\$150.00 - \$175.00	♦ Level F	\$140.00 - \$150.00
♦ Level D	\$175.00 - \$200.00	Technical Apprentices:	\$75.00 - \$115.00
♦ Level E	\$200.00 - \$230.00	Administrative Support:	\$75.00 - \$125.00
♦ Level F	\$230.00 - \$260.00	Expert Witness	
		Testimony:	\$280.00
		Expert	

*Effective September
2019
Subject to Annual
Increases

EXHIBIT C
SCHEDULE OF FEES
SUBCONSULTANTS

Rincon Consultants			
Title	Currently Filled By:	Role	Hourly Rate
Principal	Rich Daulton	PIC	\$220
Environmental Planner	Lindsey Sarquilla	Project Manager	\$160
Environmental Planner	Chris Bersbach	QA/QC	\$160
Environmental Planner	Annaliese Miller	Analyst	\$130
Convergence Planning			
Title	Currently Filled by:	Role	Hourly Rate
President/Owner	Dean Munn	TransCAD Model Support	\$170
Eco Resource Management			
Title	Currently Filled by:	Role	Hourly Rate
President/Owner	Robert Shull	VISUM Software Support	\$225