



Agenda Item A.15
CONSENT CALENDAR
Meeting Date: June 15, 2021

TO: Mayor and Councilmembers

FROM: Charles W. Ebeling, Public Works Director

CONTACT: Melissa Nelson, Environmental Coordinator

SUBJECT: Public Works Solid Waste and Environmental Professional Services Agreements for Fiscal Year 2021-2022

RECOMMENDATION:

- A. Authorize the City Manager to execute Amendment No. 5 to Professional Services Agreement No. 2019-013 with Dudek for professional in-office support of the Phase II Small General Municipal Separate Storm Systems (MS4) Permit compliance Program, increasing the contract authority by \$142,000, for a total contract amount of \$604,880, and extending the agreement termination date to June 30, 2022;
- B. Authorize the City Manager to execute Amendment No. 5 to Professional Services Agreement No. 2019-017 with Solid Waste Solutions, Inc for professional management and support of our solid waste programs, increasing the contract authority by \$75,000, for a total contract amount of \$284,900, and extending the agreement termination date to June 30, 2022;
- C. Authorize the City Manager to execute Amendment No. 8 to Professional Services Agreement No. 2014-069 with ZWorld Geospatial Information Systems for professional GIS mapping services in conjunction with the City's Stormwater Management Plan, increasing the contract authority by \$10,000, for a total contract amount of \$130,800, and extending the agreement termination date to December 31, 2021; and
- D. Authorize the City Manager to execute amendment No. 1 to Professional Services Agreement No. 2021-008 with MNS Engineers, Inc. for Professional Stormwater Construction Project Compliance Review, increasing the contract authority by \$163,001, for a total contract not-to-exceed amount of \$208,000.

BACKGROUND:

The Public Works Department (Public Works) has contracted with several local firms for support of solid waste programs required by CalRecycle, and Stormwater programs required by the City's Phase II MS4 National Pollutant Discharge and Elimination Permit

(MS4 Permit). MS4 Permit requirements include storm drain mapping, monthly water quality sampling, educational outreach, and numerous other programs and compliance items. A significant part of the MS4 Permit requirements includes the private development construction program, requiring plan review, site inspections, program management and documentation. The Solid Waste subdivision includes compliance and implementation of several programs aimed at recycling, waste reduction, green waste recycling, organics recycling, and waste management. These items are necessary to maintain regulatory compliance and environmental protection.

Public Works selected Dudek, Solid Waste Solutions, Inc., ZWorld GIS, and MNS Engineers, Inc. from the City's approved pre-authorized qualified consultant list to provide various professional support services to the Solid Waste and Environmental Services Division. The Department contracts with Dudek to provide support for maintaining compliance with the numerous other MS4 Permit Programs and program requirements. Public Works also contracts with Solid Waste Solutions, Inc., to provide support for maintaining compliance with all programs related to recycling, green waste, organics, and waste management. ZWorld Geospatial Information Systems provides GIS data development, maintenance, mapping and application support for the City's storm drains Atlas/Sub-drainage mapping program. Lastly, Public Works contracts with MNS Engineers, Inc., to assist with implementation of the stormwater construction program, including document and plan review, regulatory communication, site inspections, tracking and reporting, and construction documentation.

DISCUSSION:

Dudek Agreement No. 2019-013: Stormwater Support Services

History:

On January 31, 2019, the City Manager awarded Professional Services Agreement No. 2019-013 in the amount of \$29,900 to Dudek based upon qualifications with a term ending June 30, 2019. On May 7, 2019, the City Council approved Amendment No. 1 for an additional compensation amount of \$183,970 for a new total not-to-exceed amount of \$213,870. On December 17, 2019, the City Council Approved Amendment No. 2 for an additional compensation amount of \$109,010 for a new total not-to-exceed amount of \$322,880 with a termination date of June 30, 2020. On June 2, 2020, the City Council approved Amendment No. 3 for an additional compensation amount of \$70,000 for a new total not-to-exceed amount of \$392,880 with a termination date of December 31, 2020. On December 1, 2020, the City Council Approved Amendment No. 4 for an additional compensation amount of \$70,000 for a new total not-to-exceed amount of \$462,880 with a termination date of June 30, 2020.

Justification:

The MS4 Permit requires the City to manage numerous programs, track hundreds of projects and metrics, and maintain compliance on all storm water requirements. The contract with Dudek has resulted in notable improvement in compliance; however, ongoing work is necessary to maintain compliance, implement new mandates, and address recent requests from the Regional Water Quality Control Board. Upon evaluation of the MS4 program by staff, it has been determined that while tremendous progress has

been made, a significant effort is required to maintain our compliance and implement new requirements and programs from the Water Quality Control Board (RWQCB). Public Works staff has been pleased with the level of service provided by Dudek. Due to the time-sensitive nature of compliance, recent mandates, and recent transitioning staff, it is justified to continue a professional services contract with Dudek, based on their experience with Goleta's program and service so far. Dudek is also on the City's pre-authorized qualified list of Environmental Services consultants.

Recommendation:

Public Works staff is pleased with the quality of professional services provided by Dudek and recommends approval of the proposed Amendment No. 5 to the current contract, by increasing the contract authority by \$142,000 for a total contract not-to-exceed amount of \$604,880 and extending the agreement termination date to June 30, 2022 (Attachment 1).

Solid Waste Solutions, Inc. Agreement No. 2019-017: Recycling and Solid Waste Services

History:

On February 21, 2019, the City Manager awarded Professional Services Agreement No. 2019-017 in the amount of \$29,000 to Solid Waste Solutions, Inc. (SWS) based upon qualifications with a term ending June 30, 2019. On May 7, 2019, the City Council approved Amendment No. 1 for an additional compensation amount of \$90,000 for a new total not-to-exceed amount of \$119,000. On December 17, 2019, the City Council Approved Amendment No. 2 for an additional compensation amount of \$90,000 for a new total not-to-exceed amount of \$209,900 with a termination date of June 30, 2020. On June 3, 2020, the City Council approved Amendment No. 3 for new termination date of December 31, 2020. On December 18, 2020, the City Council approved Amendment No. 4 for a new termination date of June 30, 2021.

Justification:

The recycling and solid waste programs from CalRecycle require the City to implement many programs, track and report upon numerous projects and metrics, and maintain compliance on all requirements. The agreement with SWS has resulted in a compliant Solid Waste program, increased waste diversion, effective implementation of new programs, and more. Upon evaluation of the Solid Waste subdivision programs by staff, it has been determined that while we are fully in compliance, a significant effort is required to implement several new required programs. Public Works staff has been pleased with the level of service provided by SWS. Due to the time-sensitive nature of compliance SWS' level of performance and familiarity with our programs, and recent communication from CalRecycle, it is justified to continue a professional services contract with SWS. SWS is also on the City's pre-authorized qualified list of Environmental Services consultants.

Recommendation:

Public Works staff is pleased with the quality of professional services provided by SWS and recommends approval of the proposed Amendment No. 5 to the current agreement, by increasing the contract authority by \$75,000 for a total contract not-to-exceed amount

of \$284,900 and extending the agreement termination date to June 30, 2022 (Attachment 2).

ZWorld Geospatial Information Systems Agreement No. 2014-069: GIS Mapping Services

History:

On June 26, 2014, the City Manager awarded a professional services agreement No. 2014-069 for a not-to-exceed amount of \$10,000 to ZWorld Geospatial Information Systems (ZWorld), based upon qualifications, with a term ending June 20, 2015. On June 2, 2015, the City Manager executed Amendment No. 1 for an additional compensation amount of \$10,000 for a new total not-to-exceed amount of \$20,000 and extending the term to June 30, 2016. On June 21, 2016, the City Manager executed Amendment No. 2 to extend the term to June 30, 2017. Then on July 31, 2017, the City Manager executed Amendment No. 3 to extend the term to June 30, 2018. On June 19, 2018, the City Manager executed Amendment No. 4 for an additional compensation amount of \$12,000 for a new total not-to-exceed amount of \$32,000 and extending the term to June 30, 2019. On October 16, 2018, the City Council executed Amendment No. 5 for an additional compensation in the amount of \$10,000 for a not-to-exceed amount of \$42,000. On June 4, 2019, the City Council approved Amendment No. 6 for an additional compensation amount of \$58,800 for a new total not-to-exceed amount of \$110,800 with a termination date of June 30, 2020. On June 16, 2020, the City Council approved Amendment No. 7 for an additional compensation amount of \$10,000 for a new total not-to-exceed amount of \$120,800 with a termination date of June 30, 2021.

Justification:

Mapping of storm drain assets is required by the MS4 Permit. ZWorld has completed the majority of this work. Their scope for the latest amendment is to package up all the information collected since 2014, and prepare a final report and series of maps, reports, and data files. ZWorld's rates are highly competitive and Public Works has been pleased with their service; their continued service is necessary to finalize this project and achieve regulatory compliance.

Recommendation:

Public Works staff is pleased with the quality of professional services provided by ZWorld and recommends approval of the proposed Amendment No. 8 to the current agreement, by increasing the contract authority by \$10,000, for a total contract not-to-exceed amount of \$130,800 and extending the agreement termination date to December 31, 2021 (Attachment 3).

MNS Engineers, Inc. Agreement No. 2021-008: Stormwater Construction Program Management

History:

On February 4, 2021, the City Manager awarded Professional Services Agreement No. No. 2021-008 in the amount of \$44,999 to MNS Engineers, Inc. (MNS), based upon qualifications with a term ending date of June 30, 2022. This agreement has been fully reimbursable from developer deposit accounts.

Justification:

The MS4 Permit requires the City to implement a stormwater construction program, which entails document and plan reviews, site inspections, final site approval, tracking numerous projects and metrics, regulatory reporting and communication, and construction documentation. The agreement with MNS has resulted in notable program improvement and Public Works staff has been pleased with the level of service provided. It is justified to continue a professional services agreement with MNS, based on their performance and experience with Goleta's programs, and service so far. MNS is also on the City's pre-authorized qualified list of Environmental Services consultants.

Recommendation:

Public Works is pleased with the quality of professional services provided by MNS and recommends approval of the proposed Amendment No. 1 to the current agreement, by increasing the contract authority by \$163,001, and adding a non-reimbursable component to the scope. Of the requested \$163,001, \$130,001 is recommended to be fully reimbursable from developer deposit accounts, and \$33,000 is recommended for non-reimbursable tasks such as program and process improvement. The total contract not-to-exceed amount equals \$208,000 (Attachment 4).

FISCAL IMPACTS:

There are sufficient funds in the proposed FY 2021-22 budget for the subject amendments, so no new additional appropriations are necessary. The MNS contract amount will be billed primarily to developer deposit accounts so City funding will only be needed for the non-reimbursable component. The table below lists the vendors, agreements, the amended contract amounts, the funding accounts, and the proposed FY 2021-22 budget amounts, and the term extension date if applicable.

| Vendor | GL Account | Amended Contract Amounts | FY21-22 Proposed Budget | Term Extension |
|---------------------------------------|---|--------------------------|-------------------------|-------------------|
| Dudek | 211-50-5900-51304 | \$142,000 | \$142,000 | June 30, 2022 |
| SWS | 211-50-5900-51304 | \$75,000 | \$75,000 | June 30, 2022 |
| ZWorld Geospatial Information Systems | 211-50-5900-51304 | \$10,000 | \$10,000 | December 31, 2021 |
| MNS Engineers, Inc. | 211-50-5900-51304 | \$33,000 | \$33,000 | N/A |
| MNS Engineers, Inc. | Varied: Reimbursable from Developer Deposit Accounts | \$130,001 | N/A | N/A |

ALTERNATIVES:

The City Council may elect not to authorize these agreement amendments and direct the Public Works Department to seek statements of qualifications and proposals from

additional qualified firms. Depending on which agreements the City Council does not authorize, doing so could cause regulatory noncompliance, resulting enforcement action/litigation, and potentially future fiscal impacts, depending on the nature of any noncompliance.

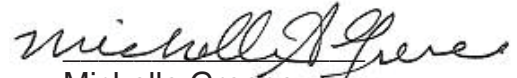
Reviewed By:

Legal Review By:

Approved By:


Kristine Schmidt
Assistant City Manager


Michael Jenkins
City Attorney


Michelle Greene
City Manager

ATTACHMENTS:

1. Amendment No. 5 to Professional Services Agreement No. 2019-013 with Dudek
2. Amendment No. 5 to Professional Services Agreement No. 2019-017 with Solid Waste Solutions, Inc.
3. Amendment No. 8 to Professional Services Agreement No. 2014-069 with ZWorld Geospatial Information Systems
4. Amendment No. 1 to Professional Services Agreement No. 2021-008 with MNS Engineers, Inc.
5. Dudek Agreement No. 2019-013 and Amendments 1 to 4 (available online only)
6. Solid Waste Solutions, Inc., Agreement No 2019-017 and Amendments 1 to 4 (available online only)
7. ZWorld GIS Agreement No. 2014-069 and Amendments No. 1 through 7 (available online only)
8. MNS Engineers, Inc. Agreement No. 2021-008 (available online only)

ATTACHMENT 1

Amendment No. 5 to Professional Services Agreement No. 2019-013 with
Dudek

**AMENDMENT NO. 5
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
DUDEK**

This **Amendment No. 5** to a PROFESSIONAL SERVICES AGREEMENT by and between the **City of Goleta**, a municipal corporation ("City") and **DUDEK** ("Consultant"), a California Corporation, dated January 31, 2019 ("Agreement," Agreement No. 2019-013) is made this 15th day of June, 2021.

RECITALS

WHEREAS, this Agreement is for the in-office support of the Phase II Small General Municipal Separate Storm Systems (MS4) Permit compliance Program in conjunction with the MS4 Permit Compliance Program Support project; and

WHEREAS, on January 31, 2019, the parties entered into an agreement for a total not-to-exceed amount of \$29,900 and a termination date of December 31, 2019; and

WHEREAS, the Agreement was amended on May 7, 2019, so as to provide additional compensation in the amount of \$183,970 for a total not-to-exceed amount of \$213,870 and a termination date of December 31, 2019 ("Amendment No.1"); and the Agreement was amended on December 17, 2019 so as to provide additional compensation in the amount of \$109,010 for a total not-to-exceed amount of \$322,880 and a termination date of June 30, 2020 ("Amendment No.2"); and the Agreement was amended on June 2, 2020 so as to provide additional compensation in the amount of \$70,000 for a total not-to-exceed amount of \$392,880 and a termination date of December 31, 2020 ("Amendment No.3"); and the Agreement was amended on December 1, 2020 so as to provide additional compensation in the amount of \$70,000 for a total not-to-exceed amount of \$462,880 and a termination date of June 30, 2021 ("Amendment No. 4"); and

WHEREAS, the Agreement between City and Consultant provides in Section 3 Subsection (a) for the total compensation amount not to exceed \$462,880; and

WHEREAS, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of \$142,000 for a total not-to-exceed amount of \$604,880 for continued services; and

WHEREAS, the Agreement between City and Consultant currently provides in Section 6 for the termination of the Agreement on June 30, 2021; and

WHEREAS, the parties desire to amend the Agreement so as to extend the termination of the Agreement to June 30, 2022; and

WHEREAS, the Agreement currently provides in Exhibit B entitled "Schedule of Fees" the hourly rates; and

WHEREAS, the parties desire to amend Exhibit B of the Agreement to identify the new hourly rates, attached as "Exhibit B-1"; and

WHEREAS, City Council approved this Amendment No. 5, on this 15th day of June, 2021.

AMENDED TERMS

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

1. **Section 3. COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of \$142,000 and to read in its entirety:

- (a) **Maximum and Rate.** The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$604,880 (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-1," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until June 30, 2022, 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.

2. **Section 6. TERM, PROGRESS AND COMPLETION** of the Agreement is amended to extend the term to June 30, 2022 to read in its entirety.

The term of this Agreement is from the date first written above to June 30, 2021, 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.

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

Exhibit B "Schedule of Fees" with **Exhibit B-1 "Schedule of Fees"** attached hereto and incorporated herein.

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

In concurrence and witness whereof, this Amendment No. 5 has been executed by the parties effective on the date and year first above written.

CITY OF GOLETA

CONSULTANT

Michelle Greene, City Manager

Frank Dudek, PE Chairman of the Board

ATTEST:

Deborah Lopez, City Clerk

Emily Hart, Assistant Secretary

APPROVED AS TO FORM:
MICHAEL JENKINS, CITY ATTORNEY

DocuSigned by:

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Winnie Cai, Assistant City Attorney

EXHIBIT B-1
Schedule of Fees

| Name | Title | \$/Hr |
|-------------------|-------------------------------------|--------------|
| Jane Gray | Senior Project Manager/Specialist | \$230 |
| Andrea Dransfield | Specialist I | \$145 |
| Sheldon Leiker | Project Engineer II/Technician II | \$170 |
| Dave Arthur | Project Engineer II/Technician II | \$170 |
| David Ortega | QSP/QSD | \$140 |
| Shannon Brown | Project Engineer III/Technician III | \$190 |
| Isabelle Radis | Analyst I | \$80 |

ATTACHMENT 2

Amendment No. 5 to Professional Services Agreement No. 2019-017 with
Solid Waste Solutions, Inc.

**AMENDMENT NO. 5
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
SOLID WASTE SOLUTIONS**

This **Amendment No. 5** to a PROFESSIONAL SERVICES AGREEMENT by and between the **City of Goleta**, a municipal corporation ("City") and **SOLID WASTE SOLUTIONS, INC.** ("Consultant") dated February 21, 2019 ("Agreement," Agreement No. 2019-017) is made this 15th day of June, 2021.

RECITALS

WHEREAS, this Agreement is for on-call solid waste project management services to support the Public Works Department in conjunction with the Solid Waste and Environmental Services program with a maximum amount of \$209,900; and

WHEREAS, on February 21, 2019, the parties entered into an agreement for a total not-to-exceed amount of \$29,900 and a termination date of December 31, 2020; and

WHEREAS, the Agreement was amended on May 7, 2019 to add \$90,000 to the contract amount so that the maximum compensation totaled \$119,900 ("Amendment No.1"); and the agreement was amended on December 17, 2019 to add \$90,000 to the contract amount so that the maximum compensation totaled \$209,900 and a termination date of June 30,2020 ("Amendment No. 2"); and the agreement was amended on June 3, 2020 to extend the termination date to December 31, 2020 ("Amendment No. 3"); and the agreement was amended on December 18, 2020 to extend the termination date to June 30, 2021; and

WHEREAS, the Agreement currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed \$209,900; and

WHEREAS, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of \$75,000 for additional tasks; and

WHEREAS, the Agreement between City and Consultant currently provides in Section 6 for the termination of the Agreement on June 30, 2021; and

WHEREAS, the parties desire to amend the Agreement so as to extend the termination of the Agreement to June 30, 2022; and

WHEREAS, the Agreement currently provides in Exhibit A entitled "Scope of Work" the complete and particular description of services; and

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

WHEREAS, the Agreement currently provides in Exhibit B entitled "Compensation" the hourly rates; and

WHEREAS, the parties desire to amend Exhibit B of the Agreement to identify the new hourly rates, attached as "Exhibit B-1"; and

WHEREAS, the City Manager approved this Amendment No. 5, on this 15th day of June 2021.

AMENDED TERMS

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

1. **Subsection (a) of Section 3. COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of \$75,000 and to read in its entirety:

- (a) **Maximum and Rate.** The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$284,900 (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-1", attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until June 30, 2022, after which any changes 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.

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

The term of this Agreement is from the date first written above to June 30, 2022, 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.

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

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

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

Exhibit B "Compensation" with **Exhibit B-1 "Compensation"** attached hereto and incorporated herein.

In concurrence and witness whereof, this Amendment No. 5 has been executed by the parties effective on the date and year first above written.

CITY OF GOLETA

CONSULTANT

Michelle Greene, City Manager

Kimberly C. Nilsson, President

ATTEST:

Deborah Lopez, City Clerk

Lars J. Nilsson, Vice President

APPROVED AS TO FORM:
MICHAEL JENKINS, CITY ATTORNEY

DocuSigned by:


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Winnie Cai, Assistant City Attorney

EXHIBIT A-1 Scope of Work

Consultant shall provide the following services:

1. Solid Waste Administrative Assignments: Consultant shall assist City staff with the administrative duties relative to the Environmental Services Department. Tasks can include development of proposals, project tracking, contracts, etc.
2. Coordination of the Preparation of the Cal Recycle Annual Report: In accordance with California Assembly Bill 939, all cities are required to prepare and submit an annual report on the status of the solid waste diversion for their jurisdiction. As the City of Goleta is in a regional agency with Santa Barbara County, the report is prepared by the County with program data received from the City. Therefore this task includes the gathering of all disposal and diversion data from the local landfill or reporting agencies, the solid waste haulers and any data regarding City implemented programs that have diverted material from the landfill or instituted policies for more environmental practices. This report shall include all required back up documentation, disposal tracking, and review of the online annual report as prepared by the County.
3. Household Hazardous Waste Program Coordination: The current collection program is offered by Santa Barbara County and coordinated/advertised by the city. Consultant shall continue to ensure that this program is implemented, advertised, and tracked efficiently in accordance with current laws by CalRecycle and/or the EPA.
4. Solid Waste Franchise Agreement Coordination: There are many requirements for the solid waste franchise agreements from the quarterly solid waste and diversion reports to meeting diversion requirements. In addition, the solid waste hauler is required to advertise their programs and educate the public both residentially and commercially so that they become better recyclers. Consultant will shall manage these tasks, and City Staff approves them.
5. Program Development: Consultant shall assist the City in updating existing solid waste programs to further increase the diversion of waste from the landfill. These tasks may include but are not limited to:
 - Implementing the City's adopted policy for diversion of the Construction and Demolition (C&D) Debris Recycling Program in accordance with the Green Building Code, Commercial recycling and Organics Programs.
 - Assembly Bill Implementation: With the passage of new California Assembly Bills; AB 341, AB 1826, AB 1594 and SB 1383 the City is required to implement many new programs for the multi-family and commercial sectors. This task includes the education/outreach, implementation, tracking, and monitoring of said programs. These programs will be monitored annually by CalRecycle for compliance with State Law.
 - Assistance with a public outreach program to all sectors as requested by the City. Creation of public awareness campaigns such as hauler clean up events, recycling, and organics mandates.
 - Participate in local and regional stakeholder meetings as requested

6. Grant Coordination: Consultant shall assist with the coordination of grants, including the tracking of expenditures and assist in expending grant funding as required by each grant.
 - o CalRecycle-Beverage Container Recycling Grant: Review the CalRecycle Beverage Container Recycling funds received and expenditures. Ensure funds are expended properly.
 - o Miscellaneous Grants: For any other grants the City may be interested in Consultant shall assist the City in applying, reviewing, or expending funds.

Cost Estimate

The cost of work is a time and materials contract for **\$75,000** per year.

EXHIBIT B-1

Compensation

Schedule of Fees

| Professional Staff | Hourly Rate |
|--|---------------|
| Intern: | \$28.00/hour |
| Clerical / Office Assistant | \$59.00/hour |
| Recycling Coordinator & Permit Processor: | \$78.00/hour |
| Project Coordinator: | \$96.00/hour |
| Project Management: | \$121.00/hour |
| Senior Manager/Computer Programming / Database Management: | \$158.00/hour |
| Principal: | \$181.00/hour |

ATTACHMENT 3

Amendment No. 8 to Professional Services Agreement No. 2014-069 with
ZWorld Geospatial Information Systems

**AMENDMENT NO. 8
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
ZACHARIAS HUNT dba ZWORLD GEOSPATIAL INFORMATION SYSTEMS**

This **Amendment No. 8** to a PROFESSIONAL SERVICES AGREEMENT by and between the **City of Goleta**, a municipal corporation ("City") and **ZWorld Geospatial Information Systems (GIS)**, a sole proprietorship ("Consultant") dated June 26, 2014 ("Agreement," Agreement No. 2014-069) is made this 15th day of June, 2021.

RECITALS

WHEREAS, this Agreement is for stormwater and city asset mapping and GIS services; and

WHEREAS, the Agreement was entered into on June 26, 2014 with a maximum compensation of \$10,000 and a termination date of June 20, 2015. The agreement was amended on June 2, 2015 so as to provide additional compensation in the amount of \$10,000 for a not-to-exceed amount of \$20,000 and extend the termination date to June 30, 2016 ("Amendment No.1"); and the Agreement was amended on June 21, 2016 so as to extend the termination date to June 30, 2017 (Amendment No. 2); and the Agreement was amended on July 31, 2017 so as to extend the termination date to June 30, 2018 (Amendment No. 3); and the Agreement was amended on June 19, 2018 so as to provide additional compensation in the amount of \$12,000 for a not-to-exceed amount of \$32,000 and extend the termination date to June 30, 2019 (Amendment No. 4); and the Agreement was amended on October 16, 2018 so as to provide additional compensation in the amount of \$10,000 for a not-to-exceed amount of \$42,000 (Amendment No. 5); and the Agreement was amended on June 4th, 2019 so as to provide additional compensation in the amount of \$58,800 for a not-to-exceed amount of \$110,800 for stormwater asset mapping, and to extend the termination date to June 30, 2020 (Amendment No. 6), and the Agreement was amended on June 16th, 2019 so as to provide additional compensation in the amount of \$10,000 for a not-to-exceed amount of \$120,800 for stormwater asset mapping, and to extend the termination date to June 30, 2021 (Amendment No. 7);and

WHEREAS, the Agreement between City and Consultant currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed \$120,800; and

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

WHEREAS, the Agreement between City and Consultant currently provides in Section 6 for the termination of the Agreement June 30, 2021; and

WHEREAS, the parties desire to amend the Agreement so as to extend the termination of the Agreement to December 31, 2021; and

WHEREAS, the Agreement currently provides in Exhibit A entitled "Scope of Work" the complete and particular description of services; and

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

WHEREAS, the Agreement currently provides in Exhibit B entitled "Compensation" the hourly rates; and

WHEREAS, the parties desire to amend Exhibit B of the Agreement to identify the new hourly rates, attached as "Exhibit B-1"; and

WHEREAS, the City Council approved this Amendment No. 8, on this 15th day of June 2021.

AMENDED TERMS

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

1. **Section 3. COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of \$10,000 and to read in its entirety:

- (a) **Maximum and Rate.** The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$130,800 (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-1," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until December 31, 2021, 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.

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

The term of this Agreement is from the date first written above to December 31, 2021, 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.

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

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

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

Exhibit B "Compensation" with **Exhibit B-1 "Compensation"** attached hereto and incorporated herein.

In concurrence and witness whereof, this Amendment No. 8 has been executed by the parties effective on the date and year first above written.

CITY OF GOLETA

CONSULTANT

Michelle Greene, City Manager

Zacharias Hunt, Owner

ATTEST:

Deborah Lopez, City Clerk

APPROVED AS TO FORM:
MICHAEL JENKINS, CITY ATTORNEY

DocuSigned by:
_____
A1BF8F896161498...
Winnie Cai, Assistant City Attorney

EXHIBIT A-1 Scope of Work

Consultant shall provide the following services:

- Maintenance and updates to the City's storm drain/sub Drainage Atlas map and existing online GIS platform
- Provide continuous interface with City staff regarding projects.
- Coordinate with engineering consultants.
- Coordinate with other agencies.
- Environmental Services Program Support
- Development/maintenance of project schedules.
- Deliverable: Stormwater Progress maps
 - Timeline: Monthly by the last day of the month.
- Deliverable: Export of all data including shapefiles and point data in common/universal formats via email or mailed zip drive.
 - Timeline: Quarterly by September 30th, December 31st.

Cost Estimate

The total cost for the scope of work until December 31, 2021 is **\$10,000**. Based upon current project workload for various clients within the state, CONSULTANT'S estimate uses an average per month at a rate of \$65 per hour, 19.23 hours per month, which equals \$1,250 per month, for \$7,500 until December 31, 2021.

The cost for the 6 month prorated term of the annual web map subscription would be \$2,500. Term would cover July 1, 2021 to December 31, 2021.

EXHIBIT B-1
Schedule of Fees

| Name | Title | \$/Hr |
|----------------|----------------|--------------|
| Zacharias Hunt | GIS Manager | \$95/hr |
| Gavin Leavitt | GIS Analyst | \$65/hr |
| Kaley Burke | GIS Technician | \$55/hr |

ATTACHMENT 4

Amendment No. 1 to Professional Services Agreement No. 2021-008 with
MNS Engineers, Inc.

**AMENDMENT NO. 1
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
MNS ENGINEERS, INC.**

This **Amendment No. 1** to the PROFESSIONAL SERVICES Agreement by and between the **City of Goleta**, a municipal corporation ("City") and MNS Engineers, Inc., a California Corporation, ("Consultant") dated February 4th, 2021 ("Agreement," Agreement No. 2021-008) is made on this 15 day of June, 2021.

RECITALS

WHEREAS, this Agreement is for professional stormwater engineering services for construction project review; and

WHEREAS, on February 4, 2021, the parties entered into an agreement for a total not-to-exceed amount of \$44,999 and a termination date of June 30, 2022; and

WHEREAS, the Agreement currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed \$44,999; and

WHEREAS, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of \$163,001 for continued tasks; and

WHEREAS, the Agreement currently provides in Exhibit A entitled "Scope of Work" the complete and particular description of services; and

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

WHEREAS, the City Council approved this Amendment No. 1, on this 15 day of June, 2021.

AMENDED TERMS

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

1. **Subsection (a) of Section 3. COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of \$163,001 and to read in its entirety:

(a) **Maximum and Rate.** The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$208,000 (herein "not-to-exceed amount") and shall be earned as the work progresses. Hourly at the hourly rates and with reimbursement to CONSULTANT for those expenses set forth in CONSULTANT's Schedule of Fees marked Exhibit "B," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until June 30, 2022, 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.

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

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

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

In concurrence and witness whereof, this Amendment No. 1 has been executed by the parties effective on the date and year first above written.

CITY OF GOLETA

CONSULTANT

Michelle Greene, City Manager

James Salvito, President

ATTEST:

Deborah Lopez, City Clerk

Jeff Edwards, Vice President

APPROVED AS TO FORM:
MICHAEL JENKINS, CITY ATTORNEY

DocuSigned by:


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Winnie Cai, Assistant City Attorney

EXHIBIT A-1

Scope of Work

CONSULTANT shall provide the City with professional stormwater services to assist with construction project advisement, inspections, and document review for compliance with the Phase II MS4 Permit and Construction General Permit issued by the State Water Resources Control Board (SWRCB), and any additional related requirements from the Regional Water Quality Control Board (RWQCB), such as post-construction requirements. CONSULTANT shall provide all necessary Stormwater services as needed by the City. In performing all professional stormwater services, CONSULTANT shall work to protect the interests of the City and to provide the highest quality services possible for the City.

CONSULTANT is a qualified professional capable of providing the services listed below to the City. CONSULTANT may be selected to provide stormwater services for one or more construction projects, as needed. Scope elements include:

Development Review – Reimbursable Work

- Review/QA/QC of Stormwater Pollution Prevention Plans (SWPPPs), with approval from QSP/QSD consultant. Projects range in size and scope, and there are typically 2-3 new projects per month, and 10-20 open projects at any given time.
- Review/QA/QC of Stormwater Control Plans (SWCPs) including Operation & Maintenance (O&M) Plans with approval from QSP/QSD staff.
- Review of engineering drawings and plan sets for stormwater compliance as well as as-builts to ensure consistency with approved SWCP, Conditions of Approval and field construction prior to acceptance and issuance of Certificate of Occupancy.
- Complete Erosion and Sediment Control (E&SC) Plan Review Checklist, Stormwater Control Plan Review Checklist.
- Review and Processing of Maintenance Agreement:
 - Forward draft maintenance agreement and insurance for review and approval by City Attorney's office.
 - Email approved maintenance agreement to property owner to complete and notarize for final processing.
 - Review notarized maintenance agreement and forward package of agreement with memorandum for processing and recordation and to PWD for routing.
- Attend Pre-construction meetings and conduct a Pre-Land Disturbance Inspection (during the rainy season) to verify BMPs are installed prior to active construction.
- Perform construction site inspections as required.

- Complete and maintain construction site inspection forms/checklists that record all best management practices (BMPs) observed during inspection and any illicit discharges if found during inspection.
- Conduct Final PCR Field Verification of all Stormwater Control Measures (SMC) that are installed onsite; and record finding on the Final PCR Field Verification Form
- Responses to project-related regulatory requests, as needed, including letters and memorandums.
- Tracking of all stormwater information, dates, and communication, within the City's database system. Assurance that all key metrics, milestones, conditions of approval and more are updated in a timely manner in the database system.
- Attend Weekly Stormwater status meetings with staff (2 MNS Representative).
- Attend Weekly Development Review Committee (DRC) Meeting with staff
- Attend Weekly Planning Environmental Review/Public Works (PER/PW) Meeting with staff
- Communication/advisement to property owners, developers, and City of Goleta staff (including any other affective stakeholders) related to the development of the project.
- Other tasks common to stormwater construction project review and inspections.
- Utilization of environmental and general regulations relevant to construction activities.
- Provide education and educational materials during project pre-construction meeting with developers and document this practice per MS4 requirements.

MS4 Compliance – Non-Reimbursable Work

- Assurance of MS4 and CGP compliance as related to development projects.
- Retroactive database entry for closed projects
- Provide additional training or outreach as part of program/process improvement.
- Program and process improvement tasks, such as but not limited to: website improvements, application process improvements, and outreach materials development, as budget allows.
- Post Certificate of Occupancy Stormwater Monitoring (Currently No Mechanism or Ordinance in place for reimbursable work)

The scope of work is for reimbursable projects, and all work conducted shall have an associated billing number.

Deliverables:

- Deliverable: Written review documentation by licensed qualified SWPPP practitioner (QSP) or qualified SWPPP Developer (QSD) for all documents reviewed.
- Deliverable: Written approval forms/documentation by QSP or QSD for all documents approved.
- Deliverable: Written comment and approval forms by QSP or QSD for all inspections conducted.
- Deliverable: Issuance of Final PCR Field Verification Inspection approval letters by QSP or QSD
- Deliverable: draft memos/letters to applicants, RWQCB, and other entities as needed.
- Deliverable: updates of stormwater database on an ongoing basis for all projects MNS is involved with, with a full update prior to annual report submittal.
- Deliverable: training documentation for construction crew trainings conducted.

Cost Estimate

The cost of work is a time and materials contract for **\$163,000** per year. This includes \$130,000 for reimbursable work and \$33,000 for non-reimbursable work. Based upon current project workload for various clients within the state, CONSULTANT'S estimate uses a model of 10 to 15 projects on average per month at the rates described in Exhibit B, 98 hours per month as described in the table below, which equals \$13,550 per month.

| Reimbursable Work | | Non-Reimbursable Work | |
|--------------------------|----------------------------|------------------------------|---------------|
| 80 hours per month | Craig Snell or Mary Zepeda | 10 hours per month | Mary Zepeda |
| | | 8 hours per month | Mark Schleich |

ATTACHMENT 5

Dudek Agreement No. 2019-013 for Professional Services and
Amendments No. 1 through 4 (Available Online Only)

Project Name: MS4 Permit Compliance Program Support

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

This AGREEMENT FOR PROFESSIONAL SERVICES (herein referred to as "AGREEMENT") is made and entered into this 31st day of January, 2019, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and DUDEK, a California Corporation (herein referred to as "CONSULTANT").

WHEREAS, the CITY has a need for professional MS4 Permit Compliance Program Support services for in-office support of the Phase II Small General Municipal Separate Storm System (MS4) Permit compliance Program; 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 competitive Request for Proposals from the CITY's pre-authorized qualified consultants list for various professional services ("short list") and was selected based on its qualifications and experience; and

WHEREAS, the City Manager, on this 31st day of January, 2019, approved this AGREEMENT and is authorized 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 MS4 Permit Compliance Program Support services in conjunction with the Phase II Small General Municipal Separate Storm System (MS4) Permit compliance Program. Services shall generally include in-office management, oversight, and technical/regulatory

guidance 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 \$29,900 (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 December 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 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 the Public Works

Director shall have the authority to act on behalf of the CITY in administering this AGREEMENT but shall not be authorized to extend the term of the AGREEMENT or increase the not to exceed amount.

6. TERM, PROGRESS AND COMPLETION

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

CONSULTANT shall not commence work on the services to be performed until (i) CONSULTANT furnishes proof of insurance as required by Section 10 below, and (ii) CITY gives written authorization to proceed with the work provided by CITY's Project Manager. All services shall be completed within according to the schedule for delivery of services attached as Exhibit "A" and incorporated herein or as adjusted in writing from the City Public Works Director.

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

9. HOLD HARMLESS AND INDEMNITY

(a) **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: Jane Gray, Project Manager
DUDEK.
621 Chapala Street
Santa Barbara, CA 93101

31. COUNTERPARTS AND ELECTRONIC/FACSIMILE SIGNATURES

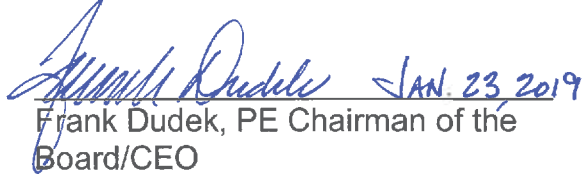
This Agreement may be executed in several counterparts, which may be facsimile or electronic copies. Each counterpart is fully effective as an original, and together constitutes one and the same instrument.

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

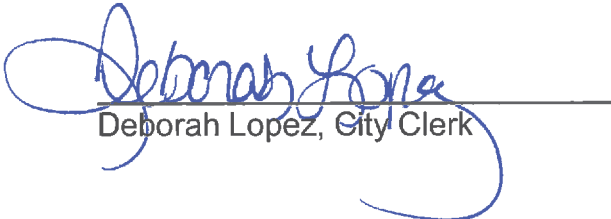
CITY OF GOLETA

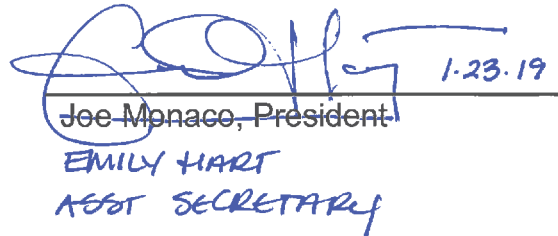

Michelle Greene, City Manager

CONSULTANT

 JAN. 23, 2019
Frank Dudek, PE Chairman of the Board/CEO

ATTEST


Deborah Lopez, City Clerk

 1-23-19
Joe Monaco, President
EMILY HART
ASST SECRETARY

APPROVED AS TO FORM


Winnie Cai, Assistant City Attorney

EXHIBIT A SCOPE OF WORK

Consultant shall be located in the Public Works office providing up to 20 hours a week of MS4 Permit compliance program support from notice to proceed through February 28, 2019. During this time, management, oversight, and technical/regulatory guidance shall be provided by Jane Gray (project manager), and others as needed. Consultant shall report directly to the Public Works Director.

Prior to starting the in-office support, Consultant shall prepare for the job responsibilities by reviewing background materials including the City's recent annual report, trash implementation plan, post-construction BMP requirements for development projects, and additional materials (e.g., annual Public Works budget for the stormwater program) as provided by the City.

Duties for the implementation of Small MS4 Permit compliance program under the National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges from Small MS4s. Water Quality Order No. 2013-0001-DWQ and CAS000004 (General Permit) will be as needed and to be decided in coordination with the Public Works Director but shall likely include:

The General Permit requires the development and implementation of Best Management Practices (BMPs) to address the six (6) Minimum Control Measures (MCMs) of the Permit:

- Public Education and Outreach on Storm Water Impacts program
- Public Involvement and Participation program
- Illicit Discharge Detection and Elimination
- Construction Site Storm Water Runoff Control program
- Pollution Prevention/Good Housekeeping for Municipal Operations program
- Post-Construction Storm Water Management in New Development and Redevelopment program

Implementation and effectiveness of these BMPs is tracked and documented in the City of Goleta Storm Water Management Plan Annual Report submitted to the Regional Water Quality Control Board.

To provide support to the City of Goleta for its MS4 Permit compliance program including, but not limited to:

- Implementing and documenting activities for the annual report (including effectiveness measure tracking) for the six (6) (MCMs) listed above;
- Implementing the City's Trash Implementation Plan;
- Participating in stormwater sampling as part of the County-wide Urban Stormwater Monitoring Program; and

- Participating in meetings (e.g., Santa Barbara County Association of MS4 Managers [SBCAMM]. Central Coast Regional Water Quality Control Board, internal City/Public Works, and other stormwater meetings).

In addition to the day-to-day MS4 Permit compliance program tasks listed above, Consultant shall, as needed and as budget allows, provide support for long-term special projects. Example tasks may include:

- Discussing scope, budget, schedule, and goals/objectives of the pending **Watershed Management Plan** project with the City Planning Department and summarizing discussions for the Public Works Director to help determine the role of Public Works in the project;
- Evaluating existing stormdrain data that will be used or built upon for the **Stormdrain Master Plan**, identify key data gaps, and clarify project goals/objectives with Public Works Director, to help establish budget, schedule, and scope for the project;
- Strategically advising the Public Works Director on high level stormwater regulatory matters - and key decisions/options available to the City - including TMDLs, trash policy, PEAIP tracking and modeling requirements, and the pending MS4 Permit renewal; and
- Managing Santa Barbara Channelkeeper's water quality monitoring contract, including review of the project objectives and sampling design/approach.

While implementing the City's MS4 Permit compliance program, Consultant shall track the tasks and responsibilities being conducted to begin developing a clear understanding of the essential duties of the SPM position, including the average time requirement (hrs/week) by category (e.g., illicit discharge investigations, construction inspection, development plan check, municipal facilities inspections). Consultant shall also dedicate efforts to understand and assess the City's various MS4 Permit compliance program implementation workflows.

DELIVERABLES (but not limited to):

- MS4 Permit compliance program and implementation workflows documents
- the annual report (including effectiveness measure tracking) the six (6) MCMs of the MS4 Permit
- Watershed Management Plan project documents
- Stormdrain Master Plan documents
- TMDLs, trash policy, PEAIP tracking and modeling requirements, and the pending MS4 Permit renewal
- Santa Barbara Channelkeeper's water quality monitoring contract

EXHIBIT B SCHEDULE OF FEES

DUDEK 2019 STANDARD SCHEDULE OF CHARGES

ENGINEERING SERVICES

| | |
|-------------------------------------|-------------|
| Project Director | \$285.00/hr |
| Principal Engineer III | \$265.00/hr |
| Principal Engineer II | \$255.00/hr |
| Principal Engineer I | \$245.00/hr |
| Program Manager | \$225.00/hr |
| Senior Project Manager | \$225.00/hr |
| Project Manager | \$220.00/hr |
| Senior Engineer III | \$215.00/hr |
| Senior Engineer II | \$205.00/hr |
| Senior Engineer I | \$195.00/hr |
| Project Engineer IV/Technician IV | \$185.00/hr |
| Project Engineer III/Technician III | \$175.00/hr |
| Project Engineer II/Technician II | \$160.00/hr |
| Project Engineer I/Technician I | \$145.00/hr |
| Project Coordinator | \$115.00/hr |
| Engineering Assistant | \$110.00/hr |

ENVIRONMENTAL SERVICES

| | |
|-----------------------|-------------|
| Project Director | \$245.00/hr |
| Senior Specialist IV | \$220.00/hr |
| Senior Specialist III | \$220.00/hr |
| Senior Specialist II | \$200.00/hr |
| Senior Specialist I | \$190.00/hr |
| Specialist V | \$180.00/hr |
| Specialist IV | \$170.00/hr |
| Specialist III | \$160.00/hr |
| Specialist II | \$145.00/hr |
| Specialist I | \$130.00/hr |
| Analyst V | \$120.00/hr |
| Analyst IV | \$110.00/hr |
| Analyst III | \$100.00/hr |
| Analyst II | \$90.00/hr |
| Analyst I | \$80.00/hr |
| Technician IV | \$80.00/hr |
| Technician III | \$80.00/hr |
| Technician II | \$70.00/hr |
| Technician I | \$60.00/hr |
| Compliance Monitor | \$65.00/hr |

DATA MANAGEMENT SERVICES

| | |
|--------------------|-------------|
| GIS Programmer I | \$185.00/hr |
| GIS Specialist IV | \$180.00/hr |
| GIS Specialist III | \$150.00/hr |
| GIS Specialist II | \$140.00/hr |
| GIS Specialist I | \$130.00/hr |
| Data Analyst III | \$100.00/hr |
| Data Analyst II | \$90.00/hr |
| Data Analyst I | \$80.00/hr |
| UAS Pilot | \$90.00/hr |

CONSTRUCTION MANAGEMENT SERVICES

| | |
|--------------------------------|-------------|
| Principal/Manager | \$165.00/hr |
| Senior Construction Manager | \$180.00/hr |
| Senior Project Manager | \$165.00/hr |
| Construction Manager | \$155.00/hr |
| Project Manager | \$145.00/hr |
| Resident Engineer | \$145.00/hr |
| Construction Engineer | \$140.00/hr |
| On-site Owner's Representative | \$140.00/hr |
| Construction Inspector III | \$130.00/hr |
| Construction Inspector II | \$120.00/hr |
| Construction Inspector I | \$110.00/hr |
| Prevailing Wage Inspector | \$135.00/hr |

HYDROGEOLOGICAL SERVICES

| | |
|--------------------------------------|-------------|
| Project Director | \$285.00/hr |
| Principal Hydrogeologist/Engineer II | \$280.00/hr |
| Principal Hydrogeologist/Engineer I | \$240.00/hr |
| Sr. Hydrogeologist IV/Engineer IV | \$225.00/hr |
| Sr. Hydrogeologist III/Engineer III | \$210.00/hr |
| Sr. Hydrogeologist II/Engineer II | \$195.00/hr |
| Sr. Hydrogeologist I/Engineer I | \$185.00/hr |
| Hydrogeologist VI/Engineer VI | \$165.00/hr |
| Hydrogeologist V/Engineer V | \$155.00/hr |
| Hydrogeologist IV/Engineer IV | \$145.00/hr |
| Hydrogeologist III/Engineer III | \$135.00/hr |
| Hydrogeologist II/Engineer II | \$125.00/hr |
| Hydrogeologist I/Engineer I | \$115.00/hr |
| Technician | \$100.00/hr |

DISTRICT MANAGEMENT & OPERATIONS

| | |
|----------------------------------|-------------|
| District General Manager | \$185.00/hr |
| District Engineer | \$185.00/hr |
| Operations Manager | \$180.00/hr |
| District Secretary/Accountant | \$120.00/hr |
| Collections System Manager | \$135.00/hr |
| Grade V Operator | \$125.00/hr |
| Grade IV Operator | \$110.00/hr |
| Grade III Operator | \$100.00/hr |
| Grade II Operator | \$75.00/hr |
| Grade I Operator | \$70.00/hr |
| Operator in Training | \$65.00/hr |
| Collection Maintenance Worker II | \$75.00/hr |
| Collection Maintenance Worker I | \$65.00/hr |

OFFICE SERVICES

| | |
|----------------------------------|-------------|
| Technical/Drafting/CADD Services | |
| 3D Graphic Artist | \$175.00/hr |
| Senior Designer | \$165.00/hr |
| Designer | \$155.00/hr |
| Assistant Designer | \$150.00/hr |
| CADD Operator III | \$145.00/hr |
| CADD Operator II | \$140.00/hr |
| CADD Operator I | \$125.00/hr |
| CADD Drafter | \$115.00/hr |
| CADD Technician | \$110.00/hr |

SUPPORT SERVICES

| | |
|-----------------------------|-------------|
| Technical Editor III | \$145.00/hr |
| Technical Editor II | \$130.00/hr |
| Technical Editor I | \$115.00/hr |
| Publications Specialist III | \$105.00/hr |
| Publications Specialist II | \$95.00/hr |
| Publications Specialist I | \$85.00/hr |
| Clerical Administration | \$90.00/hr |

Peripole Engineering – Court appearances, depositions, and interrogatories as expert witness will be billed at 2.00 times normal rates.

Emergencies and Holidays – Minimum charge of two hours will be billed at 1.75 times the normal rate.

Material and Outside Services – Subcontractors, rental of special equipment, special reproductions and duplicating, outside data processing and computer services, etc., are charged at 1.15 times the direct cost.

Invoicing, Late Charges – All fees will be billed to Client monthly and shall be due and payable upon receipt. Invoices are delinquent if not paid within 30 days from the date of the invoice. Client agrees to pay a monthly late charge equal to 1% per month of the outstanding balance until paid in full.

DUDEK

Effective January 1, 2019

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

This **Amendment No. 1** to a PROFESSIONAL SERVICES AGREEMENT by and between the **City of Goleta**, a municipal corporation ("City") and **DUDEK**, a California Corporation ("Consultant") dated January 31, 2019 ("Agreement," Agreement No. 2019-013) is made this 7th day of May, 2019.

RECITALS

WHEREAS, this Agreement is for the in-office support of the Phase II Small General Municipal Separate Storm Systems (MS4) Permit compliance Program in conjunction with the MS4 Permit Compliance Program Support project; and

WHEREAS, the Agreement between City and Consultant currently provides in Section 3 Subsection (a) for the total compensation amount not-to-exceed \$29,900; and

WHEREAS, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of \$183,970 for on-going program support and administration for MS4 Permit Compliance; and

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

WHEREAS, the parties desire to amend Exhibit A of the Agreement by adding MS4 Permit compliance program in-office support and administration as more completely and particularly set forth in the Scope of Work, attached as Exhibit "A-1"; and

WHEREAS, the City Council approved this Amendment No. 1, on this 7th day of May, 2019.

AMENDED TERMS

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

1. **Section 3 Subsection (a). COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of \$183,970 and to read in its entirety:

(a) **Maximum and Rate.** The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$213,870 (herein "not-to-exceed amount"), and shall be earned as the work progresses.

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

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

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

In concurrence and witness whereof, this Amendment No. 1 has been executed by the parties effective on the date and year first above written.


CITY OF GOLETA


Michelle Greene, City Manager

CONSULTANT

 3-28-19
Frank Dudek, PE Chairman of the Board/CEO

ATTEST:


Deborah Lopez, City Clerk

 5-28-19
Emily Hart, Assistant Secretary

APPROVED AS TO FORM


Winnie Cai, Assistant City Attorney

EXHIBIT A-1 SCOPE OF WORK

Consultant shall be located in the Public Works office providing up to 800 hours a week of MS4 Permit compliance program support from notice to proceed through December 31, 2019. During this time, management, oversight, and technical/regulatory guidance shall be provided by Jane Gray (project manager), and others as needed. Consultant shall report directly to the Public Works Director.

Prior to starting the in-office support, Consultant shall prepare for the job responsibilities by reviewing background materials including the City's recent annual report, trash implementation plan, post-construction BMP requirements for development projects, and additional materials (e.g., annual Public Works budget for the stormwater program) as provided by the City.

Duties for the implementation of Small MS4 Permit compliance program under the National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges from Small MS4s. Water Quality Order No. 2013-0001-DWQ and CAS000004 (General Permit) will be as needed and to be decided in coordination with the Public Works Director but shall likely include:

The General Permit requires the development and implementation of Best Management Practices (BMPs) to address the six (6) Minimum Control Measures (MCMs) of the Permit:

- Public Education and Outreach on Storm Water Impacts program
- Public Involvement and Participation program
- Illicit Discharge Detection and Elimination
- Construction Site Storm Water Runoff Control program
- Pollution Prevention/Good Housekeeping for Municipal Operations program
- Post-Construction Storm Water Management in New Development and Redevelopment program

Implementation and effectiveness of these BMPs is tracked and documented in the City of Goleta Storm Water Management Plan Annual Report submitted to the Regional Water Quality Control Board.

To provide support to the City of Goleta for its MS4 Permit compliance program including, but not limited to:

- Implementing and documenting activities for the annual report (including effectiveness measure tracking) for the six (6) (MCMs) listed above;
- Implementing the City's Trash Implementation Plan;
- Participating in stormwater sampling as part of the County-wide Urban Stormwater Monitoring Program; and

- Participating in meetings (e.g., Santa Barbara County Association of MS4 Managers [SBCAMM], Central Coast Regional Water Quality Control Board, internal City/Public Works, and other stormwater meetings).

In addition to the day-to-day MS4 Permit compliance program tasks listed above, Consultant shall, as needed and as budget allows, provide support for long-term special projects. Example tasks may include:

- Discussing scope, budget, schedule, and goals/objectives of the pending **Watershed Management Plan** project with the City Planning Department and summarizing discussions for the Public Works Director to help determine the role of Public Works in the project;
- Evaluating existing stormdrain data that will be used or built upon for the **Stormdrain Master Plan**, identify key data gaps, and clarify project goals/objectives with Public Works Director, to help establish budget, schedule, and scope for the project;
- Strategically advising the Public Works Director on high level stormwater regulatory matters - and key decisions/options available to the City - including TMDLs, trash policy, PEAIIP tracking and modeling requirements, and the pending MS4 Permit renewal; and
- Managing Santa Barbara Channelkeeper's water quality monitoring contract, including review of the project objectives and sampling design/approach.

While implementing the City's MS4 Permit compliance program, Consultant shall track the tasks and responsibilities being conducted to begin developing a clear understanding of the essential duties of the SPM position, including the average time requirement (hrs/week) by category (e.g., illicit discharge investigations, construction inspection, development plan check, municipal facilities inspections). Consultant shall also dedicate efforts to understand and assess the City's various MS4 Permit compliance program implementation workflows.

DELIVERABLES (but not limited to):

- MS4 Permit compliance program and implementation workflows documents
- the annual report (including effectiveness measure tracking) the six (6) MCMs of the MS4 Permit
- Watershed Management Plan project documents
- Stormdrain Master Plan documents
- TMDLs, trash policy, PEAIIP tracking and modeling requirements, and the pending MS4 Permit renewal
- Santa Barbara Channelkeeper's water quality monitoring contract

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

This **Amendment No. 2** to a PROFESSIONAL SERVICES AGREEMENT by and between the **City of Goleta**, a municipal corporation ("City") and **DUDEK**, a California Corporation ("Consultant") dated January 31, 2019 ("Agreement," Agreement No. 2019-013) is made this 17th day of December, 2019.

RECITALS

WHEREAS, this Agreement is for the in-office support of the Phase II Small General Municipal Separate Storm Systems (MS4) Permit compliance Program in conjunction with the MS4 Permit Compliance Program Support project; and

WHEREAS, the Agreement was amended on May 7, 2019 with a maximum compensation of \$213,870 and a termination date of December 31, 2019 ("Amendment No.1"); and

WHEREAS, the Agreement between City and Consultant currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed two hundred and thirteen thousand, eight hundred and seventy dollars (\$213,870); and

WHEREAS, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of one hundred nine thousand and ten dollars (\$109,010) for on-going program support and administration for MS4 Permit Compliance; and

WHEREAS, the Agreement between City and Consultant currently provides in Section 6 for the termination of the Agreement on December 31, 2019; and

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

WHEREAS, the City Council approved this Amendment No. 2, on this 17th 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 3. COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of \$109,010 and to read in its entirety:

(a) **Maximum and Rate.** The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$322,880 (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

Hourly at the hourly rates and with reimbursement to CONSULTANT for those expenses set forth in CONSULTANT's Schedule of Fees marked Exhibit "B," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until June 30, 2020, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager as described in Section 5 (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

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

2. **Section 6. TERM, PROGRESS AND COMPLETION** of the Agreement is amended to extend the term for an additional 1 year 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.


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


Michelle Greene, City Manager

CONSULTANT


Frank Dudek, PE Chairman of the
Board/~~CEO~~ FEB. 13, 2020

ATTEST:


Deborah Lopez, City Clerk

 2/13/20
Emily Hart, Assistant Secretary

APPROVED AS TO FORM


Winnie Cai, Assistant City Attorney

DOCUMENT ROUTING AND APPROVAL FORM

| | | | |
|--|--|--|--|
| Requires Council Approval: <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES Meeting Date: 6/2/2020 | | Requires Vendor Set-up: <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES If no, Vendor Number: 001196 | |
| Director Level Approval: <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES Site Authority: | | Provide summary of agreement below: Increasing contract by \$145,700 & Extend term of contract to 12/31/2020 | |
| Document Name and Type: Amendment No. 3 to agreement 2019-013 | | Project Name: Stormwater MS4 support services | |
| Vendor Name: Dudek Contact Person: Jane Gray Address: 621 Chapala St.; Santa Barbara, CA 93101 Phone Number: 805.308.8531, Email Address: jgray@dudek.com. Business License Number: 10940 | | City Project Manager: Melissa Nelson Contact Number: (805) 319-8769 Email Address: mnelson@cityofgoleta.com Staff Routing Agreement: Michael Winnewisser Contact Number: x5120 Email Address: mwinnewisser@cityofgoleta.org | |
| AMOUNT NOT TO EXCEED: \$468,580 | | ON CALL SERVICES? : <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES* <small>*On call services require one spreadsheet to track multiple PO's</small> COUNCIL APPROPRIATION NEEDED : <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES* <small>*May require Purchasing Officer's override to input Requisition</small> | |

| ROUTING PROCESS | DESCRIPTION | DATE | INITIAL |
|--------------------------------------|--|-----------|----------|
| Department Head Initiation | Authority to initiate agreement | 5/18/2020 | DS me |
| Risk Manager | Staff to initiate review of insurance provision in agreement | 5/18/2020 | me |
| City Attorney | Contract review/Approve as form | 5/13/2020 | WC |
| Finance Director, Purchasing Officer | Funding Methods Approved/ Authorized, Purchase Requisition reviewed. Requisition Number: 19PW022B | 5/26/2020 | DS me |
| Vendor | Staff sends agreement to vendor via DocuSign for electronic signature and requests Insurance documents. | 06/09/20 | MO |
| Staff (DocuSign User) | Staff receives electronically signed agreement and insurance documents from vendor. | 06/09/20 | MO |
| Risk Manager | Risk Manafement shall rate Insurance and provide documents to Project Manager upon approval | 6/11/2020 | DS me |
| City Manager | City Manager will approve and sign the agreement. | 6/17/2020 | DS me |
| City Clerk | City Clerk will approve and sign the agreement. | 6/18/2020 | DS DL |
| Vendor | Staff will assign the vendor to receive a fully executed copy of the agreement via DocuSign. | | |

PLEASE RETURN SIGNED DOCUMENTS TO THE CITY CLERK'S OFFICE

| | | | | | |
|--------------------------------------|---------|----------------------------------|-------------|--|--|
| | | | | | |
| BELOW FOR CITY CLERK PROCESSING ONLY | | | | | |
| FINALIZED ON: | INITIAL | RESOLUTION NO (IF APPLICABLE) | FILE NUMBER | | |
| | | | | | |

**AMENDMENT NO. 3
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
DUDEK**

This **Amendment No. 3** to a PROFESSIONAL SERVICES AGREEMENT by and between the **City of Goleta**, a municipal corporation ("City") and **DUDEK** ("Consultant") dated January 31, 2019 ("Agreement," Agreement No. 2019-013) is made this 16th day of June 2020.

RECITALS

WHEREAS, this Agreement is for the in-office support of the Phase II Small General Municipal Separate Storm Systems (MS4) Permit compliance Program in conjunction with the MS4 Permit Compliance Program Support project; and

WHEREAS, the Agreement was amended on May 7, to add \$183,970 to the contract amount so that the maximum compensation totaled \$213,870 and a termination date of December 31, 2019 ("Amendment No.1"); and the Agreement was amended on December 17, 2019 to add \$109,010 to the contract amount so that the maximum compensation totaled \$322,880 and a termination date of June 30, 2020 ("Amendment No.2"); and

WHEREAS, the Agreement between City and Consultant provides in Section 3 Subsection (a) for the total compensation amount not to exceed \$322,880; and

WHEREAS, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of \$70,000 for continued services; and

WHEREAS, the Agreement between City and Consultant currently provides in Section 6 for the termination of the Agreement on June 30, 2020; and

WHEREAS, the parties desire to amend the Agreement so as to extend the termination of the Agreement to December 31, 2020; and

WHEREAS, City Council approved this Amendment No. 3, on this 16th day of June, 2020.

AMENDED TERMS

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

1. **Section 3. COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of \$70,000 and to read in its entirety:

- (a) **Maximum and Rate.** The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$392,880 (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 December 31, 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.

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

The term of this Agreement is from the date first written above to December 31, 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.

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

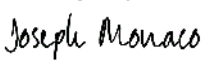
In concurrence and witness whereof, this Amendment No. 3 has been executed by the parties effective on the date and year first above written.

CITY OF GOLETA

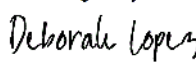
DocuSigned by:

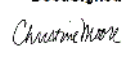
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Mitchell A. Green, City Manager

CONSULTANT

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Joseph Monaco, President/CEO

ATTEST:

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Deborah Lopez, City Clerk

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Christine Moore, CFO

APPROVED AS TO FORM:
MICHAEL JENKINS, CITY ATTORNEY

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Winnie Cai, Assistant City Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/28/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|--|---|
| PRODUCER Hall & Company A/E Insurance Services 19660 10th Ave NE Poulsbo WA 98370 | CONTACT NAME: Allison Barga Licesnse #0K93926 PHONE (A/C, No, Ext): 360-626-2007 FAX (A/C, No): 360-626-2007 E-MAIL ADDRESS: abarga@hallandcompany.com INSURER(S) AFFORDING COVERAGE INSURER A : ZURICH AMERICAN INSURANCE COMPANY NAIC # 16535 INSURER B : CNA Insurance Companies INSURER C : INSURER D : INSURER E : INSURER F : |
|--|---|

INSURED
Dudek
605 3rd Street
Encinitas CA 92024

COVERAGES

CERTIFICATE NUMBER: 1270447178

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|--------------------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> OCP/XCU/BFPD <input checked="" type="checkbox"/> Cross Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | | GLO014631103 | 8/28/2019 | 8/28/2020 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$ |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | BAP014632903 | 8/28/2019 | 8/28/2020 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0 | | AUC014640703 | 8/28/2019 | 8/28/2020 | EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N | WC014633003 | 8/28/2019 | 8/28/2020 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000 |
| B | Professional Liab Claims Made Contractors Pollution Liab: Occur | | EEH591932835 | 8/28/2019 | 8/28/2020 | \$1,000,000 Per Claim \$1,000,000 Aggregate |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: MS4 Permit Compliance Program Support

City of Goleta, its employees, officials, agents, and member agencies are an Additional Insured on the Commercial General Liability and Auto Liability when required by written contract or agreement regarding activities by or on behalf of the Named Insured. The Commercial General Liability insurance is primary insurance and any other insurance maintained by the Additional Insured shall be excess only and non-contributing with this insurance. A waiver of subrogation applies to the Commercial General Liability, Auto Liability, Umbrella / Excess Liability and Workers Compensation / Employers Liability in favor of the Additional Insured.

CERTIFICATE HOLDER**CANCELLATION**

City of Goleta
130 Cremona Drive Suite B
Goleta CA 93117

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

Waiver Of Subrogation (Blanket) Endorsement

| Policy No. | Eff. Date of Pol. | Exp. Date of Pol. | Eff. Date of End. | Producer | Add'l. Prem. | Return Prem. |
|--------------|-------------------|-------------------|-------------------|----------|--------------|--------------|
| GLO014631103 | 08/28/2019 | 08/28/2020 | 08/28/2019 | N/A | \$ N/A | \$ N/A |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.



Coverage Extension Endorsement

| Policy No. | Eff. Date of Pol. | Exp. Date of Pol. | Eff. Date of End. | Producer No. | Add'l. Prem | Return Prem. |
|--------------|-------------------|-------------------|-------------------|--------------|-------------|--------------|
| BAP014632903 | 08/28/2019 | 08/28/2020 | 08/28/2019 | N/A | N/A | N/A |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage**1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:**

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph 2. in the **Exclusions of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph 2.b. in the **Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:**

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and
- b. Any:
 - (1) Overdue lease or loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
 - (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
 - (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".
- However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

- a. We will pay up to \$750 for "loss" to personal effects which are:
 - (1) Personal property owned by an "insured"; and
 - (2) In or on a covered "auto".
- b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:
 - (1) The reasonable cost to replace; or
 - (2) The actual cash value.
- c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:
 - (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
 - (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
 - (3) Paintings, statuary and other works of art.
 - (4) Contraband or property in the course of illegal transportation or trade.
 - (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

- 1. The Exclusion in Paragraph B.4.a. of Section III – **Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.2.c. of Section IV – **Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.
- 2. The following is added to Paragraph 1.a. **Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

 - (a) Are the property of an "insured"; and
 - (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph **B.3.a. of Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a. of Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Physical Damage – Comprehensive Coverage – Deductible

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is \$5,000 or the deductible shown in the Declarations, whichever is greater.

N. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
 2. Repair;
 3. Servicing;
 4. "Loss"; or
 5. Destruction.
2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

U. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

V. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a. of Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions**a. Transportation Expenses**

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage of the Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

X. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.



Additional Insured – Automatic – Owners, Lessees Or Contractors

| Policy No. | Eff. Date of Pol. | Exp. Date of Pol. | Eff. Date of Pol. | Producer No. | Add'l. Prem. | Return Prem. |
|--------------|-------------------|-------------------|-------------------|--------------|--------------|--------------|
| GLO014631103 | 08/28/2019 | 08/28/2020 | 08/28/2020 | 64955000 | ----- | ----- |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured:

Address (including ZIP Code):

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

- A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy by a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required to provide in the written contract or written agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:**

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving or failing to prepare or field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even in the claims against a supervisor, hiring, employment, training or monitoring of any that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions:

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
 - b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.
2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph A. of this endorsement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations,
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

Policy Number: WC01463 3

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

INSURANCE POLICY

WC 04 03 06

(Ed. 4-84)

**WAIVER OF OUR RIGHT TO RECOVER
CALIFORNIA**

We have the right to recover
enforce our right against the
extent that you perform work.
You must maintain payroll
the work described in the Schedule.

The additional premium for this
mium otherwise due on such

or payments from any person or organization in
for a written contract in
ds accurately segregated
ate.

endorsement shall be
tutionation.

OTHERS ENDORSEMENT—

for an injury covered by this policy. We will not
Schedule. (This agreement applies only to the
you to obtain this agreement from us.)

the duration of your employees while engaged in

the California workers' compensation pre-

Person or Organization

So
Job Description

ALL PERSONS AND/OR ORGANIZATIONS THAT
ARE REQUIRED BY WRITTEN CONTRACT OR
AGREEMENT WITH THE INSURER TO EXECUTE
PRIOR TO THE ACCIDENT OR BEFORE, THAT
WAIVER OF SUBROGATION BE PROVIDED
UNDER THIS POLICY FOR WORK PERFORMED
BY YOU FOR THAT PERSON OR ORGANIZATION

DOCUMENT ROUTING AND APPROVAL FORM

| | |
|--|--|
| Requires Council Approval: <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES Meeting Date: 12/1/2020 | Requires Vendor Set-up: <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES If no, Vendor Number: 001196 |
| Director Level Approval: <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES Site Authority: City Council | Provide summary of agreement below: Extend term of contract to 6/30/21 |
| Document Name and Type: Amendment No. 4 to agreement 2019-013 | Project Name: Stormwater MS4 support services |
| Vendor Name: Dudek Contact Person: Jane Gray Address: 621 Chapala St.; Santa Barbara, CA 93101 Phone Number: 805.308.8531, Email Address: jgray@dudek.com. Business License Number: 10940 | City Project Manager: Melissa Nelson Contact Number: (805) 319-8769 Email Address: mnelson@cityofgoleta.com Staff Routing Agreement: Contact Number: Email Address: |
| AMOUNT NOT TO EXCEED: <div style="font-size: 1.2em; font-weight: bold;">\$392,880+\$70k=\$462,880</div> | ON CALL SERVICES? : <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES* <small>*On call services require one spreadsheet to track multiple PO's</small> COUNCIL APPROPRIATION NEEDED : <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES* <small>*May require Purchasing Officer's override to input Requisition</small> |

| ROUTING PROCESS | DESCRIPTION | DATE | INITIAL |
|--------------------------------------|---|--------------------------------|---------------------|
| Department Head Initiation | Authority to initiate agreement | 11/13/2020 | DS |
| Risk Manager | Staff to initiate review of insurance provision in agreement | 11/24/2020 | DS |
| City Attorney | Contract review/Approve as form | 11/16/2020 | DS |
| Finance Director, Purchasing Officer | Funding Methods Approved/ Authorized, Purchase Requisition reviewed. | Requisition Number: 21SW010 | 12/1/2020 DS |
| Vendor | Staff sends agreement to vendor via DocuSign for electronic signature and requests Insurance documents. | 12/21/2020 | DS |
| Staff (DocuSign User) | Staff receives electronically signed agreement and insurance documents from vendor. | 12/21/2020 | DS |
| Risk Manager | Risk Management shall rate Insurance and provide documents to Project Manager upon approval | 11/24/2020 | DS |
| City Manager | City Manager will approve and sign the agreement. | 12/21/2020 | DS |
| City Clerk | City Clerk will approve and sign the agreement. | 12/21/2020 | DS |
| Vendor | Staff will assign the vendor to receive a fully executed copy of the agreement via DocuSign. | | |

PLEASE RETURN SIGNED DOCUMENTS TO THE CITY CLERK'S OFFICE

| | | | | | |
|--------------------------------------|---------|----------------------------------|-------------|--|--|
| | | | | | |
| BELOW FOR CITY CLERK PROCESSING ONLY | | | | | |
| FINALIZED ON: | INITIAL | RESOLUTION NO (IF APPLICABLE) | FILE NUMBER | | |
| | | | | | |

REQUISITION

Requisition #: 21SW010
Date: 11/12/2020
Vendor #: 001196

ISSUED TO: DUDEK
605 THIRD ST
ENCINITAS, CA 92024

SHIP TO: CITY OF GOLETA
130 CREMONA DRIVE, SUITE B
GOLETA, CA 93117

| ITEM | UNITS DESCRIPTION | ITEM # | PRICE GL ACCOUNT NUMBER | AMOUNT |
|--|--|--------|-------------------------|-----------|
| 1 | 0 Support MS4 Permit Compl. Pgrm & Trash | | 0.00 211-50-5900-51200 | 24,436.88 |
| <div>Detailed Description:</div> <div>Authorize the City Manager to execute Amendment No. 4 to Professional Services Agreement No. 2019-013 with Dudek for professional in-office support of the Phase II Small General Municipal Separate Storm Systems (MS4) Permit compliance Program and new requirements for the related Trash Provision Amendment, increasing the contract authority by \$70,000, and extending the agreement for six months to June 30, 2021.</div> | | | | |

Authorized By: _____

| | |
|------------|-----------|
| SUBTOTAL: | 24,436.88 |
| TOTAL TAX: | 0.00 |
| SHIPPING: | 0.00 |
| TOTAL | 24,436.88 |

**AMENDMENT NO. 4
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
DUDEK**

This **Amendment No. 4** to a PROFESSIONAL SERVICES AGREEMENT by and between the **City of Goleta**, a municipal corporation ("City") and **DUDEK** ("Consultant") dated January 31, 2019 ("Agreement," Agreement No. 2019-013) is made this 15th day of December, 2020.

RECITALS

WHEREAS, this Agreement is for the in-office support of the Phase II Small General Municipal Separate Storm Systems (MS4) Permit compliance Program in conjunction with the MS4 Permit Compliance Program Support project; and

WHEREAS, the Agreement was amended on May 7, 2019, so as to provide additional compensation in the amount of \$183,970 for a total not-to-exceed amount of \$213,870 and a termination date of December 31, 2019 ("Amendment No.1"); and the Agreement was amended on December 17, 2019 so as to provide additional compensation in the amount of \$109,010 for a total not-to-exceed amount of \$322,880 and a termination date of June 30, 2020 ("Amendment No.2"); and the Agreement was amended on June 2, 2020 so as to provide additional compensation in the amount of \$70,000 for a total not-to-exceed amount of \$392,880 and a termination date of December 31, 2020 ("Amendment No.3")

WHEREAS, the Agreement between City and Consultant provides in Section 3 Subsection (a) for the total compensation amount not to exceed \$392,880; and

WHEREAS, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of \$70,000 for continued services; and

WHEREAS, the Agreement between City and Consultant currently provides in Section 6 for the termination of the Agreement on December 31, 2020; and

WHEREAS, the parties desire to amend the Agreement so as to extend the termination of the Agreement to June 30, 2021; and

WHEREAS, the Agreement currently provides in Exhibit B entitled "Schedule of Fees" the hourly rates; and

WHEREAS, the parties desire to amend Exhibit B of the Agreement to identify the new hourly rates, attached as "Exhibit B-1"; and

WHEREAS, City Council approved this Amendment No. 4, on this 15th day of December, 2020.

AMENDED TERMS

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

1. **Section 3. COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of \$70,000 and to read in its entirety:

- (a) **Maximum and Rate.** The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$462,880 (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-1," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until June 30, 2021, 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.

2. **Section 6. TERM, PROGRESS AND COMPLETION** of the Agreement is amended to extend the term to June 30, 2021 to read in its entirety.

The term of this Agreement is from the date first written above to June 30, 2021, 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.

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


Exhibit B "Schedule of Fees" with **Exhibit B-1 "Schedule of Fees"** attached hereto and incorporated herein.

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

In concurrence and witness whereof, this Amendment No. 4 has been executed by the parties effective on the date and year first above written.

CITY OF GOLETA

DocuSigned by:



DE7CE466308944A...

Michelle Greene, City Manager

CONSULTANT

DocuSigned by:



3E06F7F1B32848D...

Joseph Monaco, AICP, President

ATTEST:

DocuSigned by:



A3E09F3473CA47E...

Deborah Lopez, City Clerk

DocuSigned by:



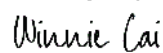
3944560277C3450...

Amy Paul, General Counsel

APPROVED AS TO FORM:

MICHAEL JENKINS, CITY ATTORNEY

DocuSigned by:



A1BF8F896161498...

Winnie Cai, Assistant City Attorney

EXHIBIT B-1

Schedule of Fees

| Name | Title | \$/Hr |
|-------------------|--|-------|
| Jane Gray | Senior Specialist IV | \$230 |
| Andrea Dransfield | Specialist I | \$130 |
| Sheldon Leiker | Project Engineer II/Technician II | \$170 |
| Dave Arthur | Project Engineer II/Technician II QSD | \$170 |
| Shannon Brown | Project Engineer III/Technician III | \$190 |
| Isabelle Radis | Analyst I | \$80 |



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/28/2021

8/17/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 | CONTACT NAME: PHONE (A/C. No. Ext): FAX (A/C. No): E-MAIL ADDRESS: <table style="width: 100%;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER B : Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER C : American Guarantee and Liab. Ins. Co.</td> <td>26247</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : Zurich American Insurance Company | 16535 | INSURER B : Continental Casualty Company | 20443 | INSURER C : American Guarantee and Liab. Ins. Co. | 26247 | INSURER D : | | INSURER E : | | INSURER F : | |
|---|--|-------------------------------|--------|---|-------|--|-------|---|-------|-------------|--|-------------|--|-------------|--|
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | |
| INSURER A : Zurich American Insurance Company | 16535 | | | | | | | | | | | | | | |
| INSURER B : Continental Casualty Company | 20443 | | | | | | | | | | | | | | |
| INSURER C : American Guarantee and Liab. Ins. Co. | 26247 | | | | | | | | | | | | | | |
| INSURER D : | | | | | | | | | | | | | | | |
| INSURER E : | | | | | | | | | | | | | | | |
| INSURER F : | | | | | | | | | | | | | | | |
| INSURED DUDEK 1474534 605 THIRD STREET ENCINITAS CA 92024 | | | | | | | | | | | | | | | |

COVERAGES **CERTIFICATE NUMBER:** 16754378 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|--|----------|------------------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER: | Y | Y | GLO0146311 | 8/28/2020 | 8/28/2021 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | Y | Y | BAP0146329 | 8/28/2020 | 8/28/2021 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX |
| C | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | N | Y | AUC0146407 | 8/28/2020 | 8/28/2021 | EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ XXXXXXXX |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input checked="" type="checkbox"/> N | Y | WC0146330 | 8/28/2020 | 8/28/2021 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| B | PROFESSIONAL LIABILITY | N | N | EEH591932835 INCL POLL | 8/28/2020 | 8/28/2021 | PER CLAIM \$1,000,000 AGGREGATE \$1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: MS4 PERMIT COMPLIANCE PROGRAM SUPPORT. CITY OF GOLETA, ITS EMPLOYEES, OFFICIALS, AGENTS, AND MEMBER AGENCIES ARE ADDITIONAL INSURED ON GENERAL AND AUTO LIABILITY COVERAGE, ON A PRIMARY, NON-CONTRIBUTORY BASIS, IF REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IN FAVOR OF THE ADDITIONAL INSURED APPLIES ON GENERAL, AUTO, AND UMBRELLA LIABILITY COVERAGE, IF REQUIRED BY WRITTEN CONTRACT AND WHERE ALLOWED BY LAW. COVERAGE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY.

APPROVED

By Todd Mitchell at 1:56 pm, Nov 12, 2020

CERTIFICATE HOLDER

16754378
 CITY OF GOLETA
 130 CREMONA DRIVE SUITE B
 GOLETA CA 93117

CANCELLATION See Attachments

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

[Signature]

Additional Insured — Automatic — Owners, Lessees Or ZURICH®
Contractors

| Policy No, | Eff. Date of Pol. | Exp. Date of Pol. | Eff. Date of End. | Producer No, | Add'l. Prem | Return Prem. |
|------------|-------------------|-------------------|-------------------|--------------|-------------|--------------|
| GLO0146311 | 8/28/2020 | 8/28/2021 | 8/28/2020 | | | |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured:

Per attached certificate

This endorsement modifies insurance provided under the: Commercial General Liability Coverage Part A. Section II — Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf, in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies: This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV — Commercial General Liability Conditions:

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section IV — Commercial General Liability Conditions:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and

b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV — Commercial

General Liability Conditions:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III — Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph A. of this endorsement;
or

2. Available under the applicable Limits of Insurance shown in the Declarations,
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

U-GL-1175-F CW (04/13)

Waiver Of Subrogation (Blanket) Endorsement

| Policy No. | Eff. Date of Pol. | Exp. Date of Pol. | Eff. Date of End. | Producer | Add'l. Prem | Return Prem. |
|------------|-------------------|-------------------|-------------------|----------|----------------|--------------|
| GLO0146311 | 8/28/2020 | 8/28/2021 | 8/28/2020 | N/A | \$ N/A | N/A |

CITY OF GOLETA

130 CREMONA DRIVE SUITE B

GOLETA CA 93117

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the Transfer Of Rights Of Recovery Against Others To Us Condition:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

U-GL-925-B CW (12/00

Policy Number, WC0146330

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 04 03 06

SEci. 4-841

WAIVER. OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—
CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule,

The additional premium for this endorsement shall be 0 % of the California workers' compensation premium otherwise due on such remuneration.

Person or Organization Schedule

Per attached certificate

Job Description

ALL PERSONS AND/OR ORGANIZATIONS THAT
ARE REQUIRED BY WRITTEN CONTRACT OR
AGREEMENT WITH THE INSURED, EXECUTED
PRIOR TO THE ACCIDENT OR LOSS, THAT
WAIVER OF SUBROGATION BE PROVIDED
UNDER THIS POLICY FOR. wow(PERFORMED
BY YOU FOR THAT PERSON AND/OR ORGANIZATION

WC 252 (4841

WC 04 03 06 (Ed. 4-84)

Coverage Extension Endorsement ZURICH

| Policy No. | Eff. Date of Pol. | Exp. Date of Pol. | Eff. Date of End. | Producer No. | Add'l. Prem. | Return Prem. |
|------------|-------------------|-------------------|-------------------|--------------|--------------|--------------|
| BAP0146329 | 8/28/2020 | 8/28/2021 | 8/28/2020 | N/A | N/A | N/A |

CITY OF GOLETA

130 CREMONA DRIVE SUITE B

GOLETA CA 93117

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. This endorsement modifies insurance provided under the:

Business Auto Coverage Form

Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the Who Is An Insured Provision in Section II — Covered Autos Liability

Coverage: The following are also "insureds":

a. My "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.

c. Anyone else who furnishes an "auto" referenced in Paragraphs A.1.a. and A.1.b. in this endorsement.

d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the Other Insurance Condition in the Business Auto Coverage Form and the Other

Insurance — Primary and Excess Insurance Provisions Condition in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment — Supplementary Payments

Paragraphs a.(2) and a.(4) of the Coverage Extensions Provision in Section II — Covered Autos Liability Coverage are replaced by the following:

(2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "Insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. Fellow Employee Coverage

The Fellow Employee Exclusion contained in Section II — Covered Autos Liability Coverage does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the Racing Exclusion in Section II — Covered Autos Liability Coverage:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph 2. in the Exclusions of Section III — Physical Damage Coverage of the Business Auto Coverage Form and Paragraph 2.b. in the Exclusions of Section IV — Physical Damage Coverage of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the Coverage Provision of the Physical Damage Coverage Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

a. Any amount paid under the Physical Damage Coverage Section of the Coverage Form; and

b. Any:

- (1) Overdue lease or loan payments at the time of the "loss";
- (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (3) Security deposits not returned by the lessor;
- (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and
- (5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph A.2. of the Physical Damage Coverage Section is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

G. Extended Glass Coverage

The following is added to Paragraph A.3.a. of the Physical Damage Coverage Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage — Increased Loss of Use Expenses

The Coverage Extension for Loss Of Use Expenses in the Physical Damage Coverage Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
 - (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
 - (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".
- However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

I. Personal Effects Coverage

The following is added to the Coverage Provision of the Physical Damage Coverage Section:

Personal Effects Coverage

a. We will pay up to \$750 for "loss" to personal effects which are:

- (1) Personal property owned by an "insured"; and
- (2) In or on a covered "auto".

b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:

- (1) The reasonable cost to replace; or
- (2) The actual cash value.

c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:

- (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
- (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry,

watches, precious or semi-precious stones.

(3) Paintings, statuary and other works of art.

(4) Contraband or property in the course of illegal transportation or trade.

(5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph B.4.a. of Section III — Physical Damage Coverage in the Business Auto Coverage Form and the Exclusion in Paragraph B.2.c. of Section IV — Physical Damage Coverage in the Motor Carrier Coverage Form does not apply.

2. The following is added to Paragraph 1.a. Comprehensive Coverage under the Coverage Provision of the Physical Damage Coverage Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

(a) Are the property of an "insured"; and

(b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The Physical Damage Coverage Deductible Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph B.3.a. of Section III — Physical Damage Coverage in the Business Auto Coverage Form and the Exclusion in Paragraph B.4.a. of Section IV — Physical Damage Coverage in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the Deductible Provision of the Physical Damage Coverage Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or

2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Physical Damage — Comprehensive Coverage — Deductible

The following is added to the Deductible Provision of the Physical Damage Coverage Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is \$5,000 or the deductible shown in the Declarations, whichever is greater.

N. Temporary Substitute Autos — Physical Damage

1. The following is added to Section I — Covered Autos:

Temporary Substitute Autos — Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

My "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;

2. Repair;

3. Servicing;

4. "Loss"; or

5. Destruction.

2. The following is added to the Paragraph A. Coverage Provision of the Physical Damage Coverage Section: Temporary Substitute Autos — Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph a. of the Duties In The Event Of Accident, Claim, Suit Or Loss Condition is replaced by the following:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the Insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the Transfer Of Rights Of Recovery Against Others To Us Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos — Physical Damage

Paragraph b. of the Other Insurance Condition in the Business Auto Coverage Form and Paragraph f. of the Other Insurance — Primary and Excess Insurance Provisions Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure to Disclose Hazards

The following is added to the Concealment, Misrepresentation Or Fraud Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto — World Wide Coverage

Paragraph 7a.(5) of the Policy Period, Coverage Territory Condition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the Definitions Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

U. Expected Or Intended Injury

The Expected Or Intended Injury Exclusion in Paragraph B. Exclusions under Section II — Covered Auto Liability Coverage is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

V. Physical Damage — Additional Temporary Transportation Expense Coverage

Paragraph A.4.a. of Section III — Physical Damage Coverage is replaced by the following: 4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto The following is added to Paragraph A. Coverage of the Physical Damage Coverage Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

X. Return of Stolen Automobile

The following is added to the Coverage Extension Provision of the Physical Damage Coverage Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you.

We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

U-CA-424-F CW (04/14)

ATTACHMENT 6

Solid Waste Solutions, Inc. Agreement No. 2019-017 for Professional Services and Amendments No. 1 through 4 (available Online Only)

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF GOLETA
AND
SOLID WASTE SOLUTIONS, INC.**

This AGREEMENT FOR PROFESSIONAL SERVICES (herein referred to as "AGREEMENT") is made and entered into this 21 day of February, 2019, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **SOLID WASTE SOLUTIONS, INC.**, a California corporation (herein referred to as "CONSULTANT").

WHEREAS, the CITY has a need for professional project management support services for the Solid Waste and Environmental Services Program; 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, CONSULTANT was approved by Council on December 20, 2016 and placed on a short list of pre-approved consultants for project management services after a review of a Request for Qualifications; and

WHEREAS, the CITY procured these services in compliance with Goleta Municipal Code Section 3.05.240 by a competitive Request for Proposals from the CITY's pre-authorized qualified consultants list for various professional services ("short list") and was selected based on its qualifications and experience; and

WHEREAS, the City Manager, on this 21 day of February, 2019, approved this AGREEMENT and is authorized 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:

On-Call Solid Waste Project Management services to support the Public Works Department. Under the direction and oversight of the Public Works Director, the services shall generally include project management services including, but not limited to, coordination of the preparation of the CalRecycle Annual Report, coordination of the Household Hazardous Waste Program, coordination of the Solid Waste Franchise Agreement, Program Development, Assembly Bill Implementation, and Grant Coordination 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 \$29,900 (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 December 31, 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 the Public Works 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 December 31, 2020, unless term of this AGREEMENT is extended or the AGREEMENT is terminated as provided for herein.

CONSULTANT shall not commence work on the services to be performed until (i) CONSULTANT furnishes proof of insurance as required by Section 10 below, and (ii) CITY gives written authorization to proceed with the work provided by CITY's Project Manager. All services shall be completed according to the schedule for delivery of services attached as Exhibit "A" and incorporated herein or as adjusted in writing from the City Public Works Director.

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

9. HOLD HARMLESS AND INDEMNITY

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

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

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

10. INSURANCE

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

Insurance shall include the following (or broader) coverage:

- a) Insurance Services Office Commercial Liability coverage "occurrence" form CG 00 01 or its exact equivalent with an edition date prior to 2004 and with

minimum limits of \$1,000,000 per occurrence and \$2,000,000 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 10 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: Kimberly Nilsson
Solid Waste Solutions, Inc
25 W. Rolling Oaks Dr., Suite 201
Thousand Oaks, CA 91361

31. COUNTERPARTS AND ELECTRONIC/FACSIMILE SIGNATURES

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

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

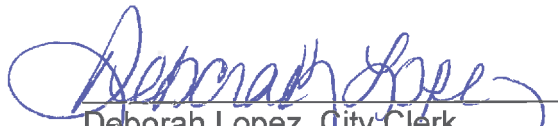
CITY OF GOLETA


Michelle Greene, City Manager

CONSULTANT


Kimberly C Nilsson, President

ATTEST


Deborah Lopez, City Clerk


Lars J. Nilsson, Vice President

APPROVED AS TO FORM


Winnie Cai, Deputy City Attorney

Exhibit A

Scope of Work

Consultant shall provide on-call solid waste project management services to the City of Goleta Public Works Department. Consultant shall report directly to the Public Works Director. Services shall include, but not be limited to:

1. Coordination of the Preparation of the Cal Recycle Annual Report: Consultant shall prepare and submit an annual report including program data on the status of the City's solid waste diversion in accordance with California Assembly Bill 939. Consultant shall gather all disposal and diversion data from the local landfill or reporting agencies, the solid waste haulers and any data regarding City implemented programs that have diverted material from the landfill or instituted policies for more environmental practices. Consultant shall include all required back up documentation, disposal tracking, etc. and review the on-line annual report as prepared by the County.
2. Household Hazardous Waste Program Coordination: Consultant shall ensure that this collection program offered by Santa Barbara County is implemented by the City, advertised and tracked efficiently in accordance with current laws by CalRecycle and/or the EPA.
3. Solid Waste Franchise Agreement Coordination: Consultant shall provide solid waste hauler coordination to ensure that requirements of the solid waste franchise agreements are met such as diversion requirements, quarterly solid waste and diversion reports, public awareness campaigns and advertising programs to educate the public for residential and commercial recycling. These tasks shall be managed by Consultant and approved by City staff.
4. Program Development: Consultant shall assist staff in updating existing City solid waste programs to further increase the diversion of waste from the landfill. These tasks may include but are not limited to:
 - Implementing City's adopted policy for diversion of the Construction and Demolition (C&D) Debris Recycling Program in accordance with the Green Building Code, Commercial Recycling and Organics Program.
 - Increasing Commercial Recycling & Organics Program participation.
 - Assisting in expansion of public outreach programs to the community for all programs.
 - Participating in local and regional stakeholder meetings as requested.
 - Assisting City in evaluating grants as they become available.
 - Assisting City to examine the potential impacts of a ban, tax, or other measure to restrict the use of Styrofoam products.

5. Assembly Bill Implementation: Consultant shall ensure City compliance with California Assembly Bills; AB 341, AB 1826, AB 1594 and SB 1383 to implement new programs for the multi-family and commercial sectors. Tasks for compliance include education/outreach, implementation, tracking and monitoring of said programs. These programs will be monitored annually by CalRecycle for compliance with State Law.
6. Grant Coordination: Consultant shall assist with the coordination of grants including the tracking of expenditures and assist in expending grant funding as required by each grant.
 - o CalRecycle Used Oil Payment Program (OPP): Consultant shall review and assist City with the CalRecycle Program funding and expenditures of funds received. Consultant shall assist in tracking and annually reporting to the State on the OPP Program expenditures. Consultant shall attend the CalRecycle training sessions as offered.
 - o CalRecycle-Beverage Container Recycling Grant: Consultant shall review the CalRecycle Beverage Container Recycling funds received and expenditures.
 - o Miscellaneous Grants: Consultant shall assist the City to apply, review or expend funds for any other grants the City may be interested in.

Consultant shall provide detailed timecards by program monthly to include the following budgeted tasks and deliverables:

| Tasks | Budget |
|--|-----------|
| Annual Report Preparation and Disposal Tracking | \$ 5,500 |
| Household Hazardous Waste Coordination | \$ 1,500 |
| Solid Waste Franchise Agreement Coordination | \$ 5,500 |
| Program Development: Misc., residential, commercial, C&D, etc. | \$ 7,500 |
| Assembly Bill Compliance | \$ 5,500 |
| CalRecycle Used Oil Grants / Beverage Grants | \$ 2,500 |
| Miscellaneous Grants | \$ 1,900 |
| TOTAL | \$ 29,900 |

Exhibit B
Schedule of Fees

| Professional Staff | Hourly Rate |
|---|--------------------|
| Intern | \$26.00 |
| Clerical / Office Assistant | \$55.00 |
| Recycling Coordinator & Permit Processor | \$73.00 |
| Project Coordinator | \$90.00 |
| Project Management | \$114.00 |
| Senior Manager / Computer Programming / Database Management | \$148.00 |
| Principal | \$170.00 |

**AMENDMENT NO. 1
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
SOLID WASTE SOLUTIONS, INC.**

This **Amendment No. 1** to a PROFESSIONAL SERVICES AGREEMENT by and between the **City of Goleta**, a municipal corporation ("City") and **SOLID WASTE SOLUTIONS, INC.**, a California corporation ("Consultant") dated February 21, 2019 ("Agreement," Agreement No.2019-017) is made this 7th day of May, 2019.

RECITALS

WHEREAS, this Agreement is for on-call solid waste project management services to support the Public Works Department in conjunction with the Solid Waste and Environmental Services Program; and

WHEREAS, the Agreement between City and Consultant currently provides in Section 3 Subsection (a) for the total compensation amount not-to-exceed \$29,900; and

WHEREAS, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of \$90,000 for continued Solid Waste and Environmental Services Program support for on-call solid waste project management services; and

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

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

WHEREAS, the City Council approved this Amendment No. 1, on this 7th day of May, 2019.

AMENDED TERMS

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

1. Section 3 Subsection (a). COMPENSATION AND PAYMENT of the Agreement is amended to add an additional authorized amount of \$90,000 and to read in its entirety:

(a) **Maximum and Rate.** The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$119,900 (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 December 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.

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

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

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

In concurrence and witness whereof, this Amendment No. 1 has been executed by the parties effective on the date and year first above written.


CITY OF GOLETA


Michelle Greene, City Manager

CONSULTANT


Kimberly C. Nilsson, President

ATTEST:


Deborah Lopez, City Clerk


Lars J. Nilsson, Vice President

APPROVED AS TO FORM


Winnie Cai, Assistant City Attorney

Exhibit A-1

Scope of Work

Consultant shall provide on-call solid waste project management services to the City of Goleta Public Works Department. Consultant shall report directly to the Public Works Director. Services shall include, but not be limited to:

1. Coordination of the Preparation of the Cal Recycle Annual Report: Consultant shall prepare and submit an annual report including program data on the status of the City's solid waste diversion in accordance with California Assembly Bill 939. Consultant shall gather all disposal and diversion data from the local landfill or reporting agencies, the solid waste haulers and any data regarding City implemented programs that have diverted material from the landfill or instituted policies for more environmental practices. Consultant shall include all required back up documentation, disposal tracking, etc. and review the on-line annual report as prepared by the County.
2. Household Hazardous Waste Program Coordination: Consultant shall ensure that this collection program offered by Santa Barbara County is implemented by the City, advertised and tracked efficiently in accordance with current laws by CalRecycle and/or the EPA.
3. Solid Waste Franchise Agreement Coordination: Consultant shall provide solid waste hauler coordination to ensure that requirements of the solid waste franchise agreements are met such as diversion requirements, quarterly solid waste and diversion reports, public awareness campaigns and advertising programs to educate the public for residential and commercial recycling. These tasks shall be managed by Consultant and approved by City staff.
4. Program Development: Consultant shall assist staff in updating existing City solid waste programs to further increase the diversion of waste from the landfill. These tasks may include but are not limited to:
 - Implementing City's adopted policy for diversion of the Construction and Demolition (C&D) Debris Recycling Program in accordance with the Green Building Code, Commercial Recycling and Organics Program.
 - Participate in local and regional stakeholder meetings as requested.
5. Assembly Bill Implementation: Consultant shall ensure City compliance with California Assembly Bills; AB 341, AB 1826, AB 1594 and SB 1383 to implement new programs for the multi-family and commercial sectors. Tasks for compliance include education/outreach, implementation, tracking and monitoring of said programs. These programs will be monitored annually by CalRecycle for compliance with State Law.

6. Grant Coordination: Consultant shall assist with the coordination of grants including the tracking of expenditures and assist in expending grant funding as required by each grant.
 - CalRecycle-Beverage Container Recycling Grant: Consultant shall review the CalRecycle Beverage Container Recycling funds received and ensure the funds are expended properly.
 - Miscellaneous Grants: Consultant shall assist the City to apply, review or expend funds for any other grants the City may be interested in.
 -
7. Product Bans: Consultant shall assist the City in examining the potential impacts of a product or landfill ban, or other measure Styrofoam products.
8. Event Coordination: SWS shall coordinate the events as required by the City's franchise agreement and as defined by the Public Works Department for all programs, including Mandatory Commercial Recycling and Mandatory Commercial Organics. This work presently includes the following:
 - Beautify Goleta: Task includes the coordination of 6 neighborhood events including advertising, hauler coordination, City staffing needs, outreach material and event staffing.
 - Coastal Clean Ups: Task includes the coordination of 2 Beach events, including advertising, hauler coordination, City staffing needs, outreach material and event staffing.
 - Additional Events: Earth day, etc. Consultant shall provide the same services as all other events.

Consultant shall provide detailed timecards by program monthly to include the following budgeted tasks and deliverables:

| Tasks | Budget |
|--|-----------|
| Annual Report Preparation and Disposal Tracking | \$ 15,000 |
| Household Hazardous Waste Coordination | \$ 7,500 |
| Solid Waste Franchise Agreement Coordination | \$ 15,000 |
| Program Development: Misc., residential, commercial, C&D, etc. | \$ 31,500 |
| Grant Coordination | \$ 6,000 |
| Product Bans and Special Projects | \$ 15,000 |
| TOTAL | \$90,000 |

Exhibit B
Schedule of Fees

| Professional Staff | Hourly Rate |
|---|--------------------|
| Intern | \$26.00 |
| Clerical / Office Assistant | \$55.00 |
| Recycling Coordinator & Permit Processor | \$73.00 |
| Project Coordinator | \$90.00 |
| Project Management | \$114.00 |
| Senior Manager / Computer Programming / Database Management | \$148.00 |
| Principal | \$170.00 |

**AMENDMENT NO. 2
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
SOLID WASTE SOLUTIONS**

This **Amendment No. 2** to a PROFESSIONAL SERVICES AGREEMENT by and between the **City of Goleta**, a municipal corporation ("City") and **SOLID WASTE SOLUTIONS, INC.** ("Consultant") dated February 21, 2019 ("Agreement," Agreement No. 2019-017) is made this 17th day of December, 2019.

RECITALS

WHEREAS, this Agreement is for on-call solid waste project management services to support the Public Works Department in conjunction with the Solid Waste and Environmental Services Program; and

WHEREAS, the Agreement was amended on May 7, 2019 with a maximum compensation of \$119,900 and a termination date of December 31, 2019 ("Amendment No.1"); and

WHEREAS, the Agreement between City and Consultant currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed one hundred and nineteen thousand and nine hundred dollars (\$119,900); and

WHEREAS, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of ninety thousand dollars (\$90,000) for continued Solid Waste and Environmental Services Program support for on-call solid waste project management services; and

WHEREAS, the Agreement between City and Consultant currently provides in Section 6 for the termination of the Agreement on December 31, 2019; and

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

WHEREAS, the City Council approved this Amendment No. 2, on this 17th 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 3. COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of \$90,000 and to read in its entirety:

(a) **Maximum and Rate.** The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$209,900 (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

Hourly at the hourly rates and with reimbursement to CONSULTANT for those expenses set forth in CONSULTANT's Schedule of Fees marked Exhibit "B," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until June 30, 2020, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager as described in Section 5 (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

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

2. **Section 6. TERM, PROGRESS AND COMPLETION** of the Agreement is amended to extend the term for an additional 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.

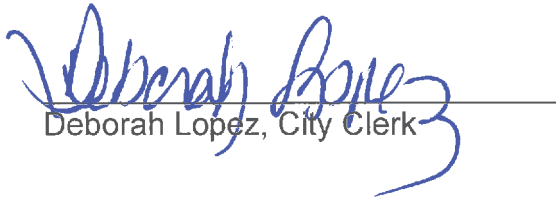
3. Except as otherwise specifically provided herein, all other provisions of the Agreement shall remain in full force and effect

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

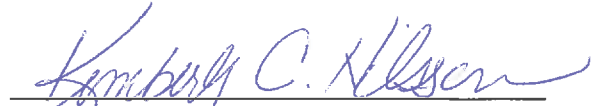
CITY OF GOLETA


Michelle Greene, City Manager

ATTEST:


Deborah Lopez, City Clerk

CONSULTANT


Kimberly C. Nilsson, President


Lars J. Nilsson, Vice President

APPROVED AS TO FORM


Winnie Cai, Assistant City Attorney

**AMENDMENT NO. 3
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
SOLID WASTE SOLUTIONS**

This **Amendment No. 3** to a PROFESSIONAL SERVICES AGREEMENT by and between the **City of Goleta**, a municipal corporation ("City") and **SOLID WASTE SOLUTIONS, INC.** ("Consultant") dated February 21, 2019 ("Agreement," Agreement No. 2019-017) is made this 2nd day of June, 2020

RECITALS

WHEREAS, this Agreement is for on-call solid waste project management services to support the Public Works Department in conjunction with the Solid Waste and Environmental Services program with a maximum amount of \$209,900; and

WHEREAS, the Agreement was amended on May 7, 2019 to add \$90,000 to the contract amount so that the maximum compensation totaled \$119,900 and a termination date of December 31, 2019 ("Amendment No.1"); and the agreement was amended on December 17, 2019 to add \$90,000 to the contract amount so that the maximum compensation totaled \$209,900 and a termination date of June 30,2020 ("Amendment No. 2"); and

WHEREAS, the Agreement between City and Consultant currently provides in Section 6 for the termination of the Agreement on June 30,2020; and

WHEREAS, the parties desire to amend the Agreement so as to extend the termination of the Agreement to December 31, 2020; and

WHEREAS, the City Council approved this Amendment No. 3, on this 2nd day of June 2020.

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 6 months to read in its entirety.

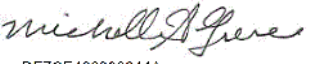
The term of this Agreement is from the date first written above to December 31, 2020, unless the term of this Agreement is extended or the Agreement is terminated as provided for herein.

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


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

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


CITY OF GOLETA


DocuSigned by:

DE7CE468308944A...anager

CONSULTANT

DocuSigned by:

2FF8E7059F58435...
kimberly C. Nilsson, President

ATTEST:

DocuSigned by:

A3E09F3473CA47E... City Clerk

DocuSigned by:

2FF8E7059F58435...
Lars J. Nilsson, vice President

APPROVED AS TO FORM:
MICHAEL JENKINS, CITY ATTORNEY

DocuSigned by:

A1BF8F898161498... Assistant City Attorney

2019-017.4

**AMENDMENT NO. 4
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
SOLID WASTE SOLUTIONS**

This **Amendment No. 4** to a PROFESSIONAL SERVICES AGREEMENT by and between the **City of Goleta**, a municipal corporation ("City") and **SOLID WASTE SOLUTIONS, INC.** ("Consultant") dated February 21, 2019 ("Agreement," Agreement No. 2019-017) is made this 18th day of December, 2020

RECITALS

WHEREAS, this Agreement is for on-call solid waste project management services to support the Public Works Department in conjunction with the Solid Waste and Environmental Services program with a maximum amount of \$209,900; and

WHEREAS, the Agreement was amended on May 7, 2019 to add \$90,000 to the contract amount so that the maximum compensation totaled \$119,900 and ("Amendment No.1"); and the agreement was amended on December 17, 2019 to add \$90,000 to the contract amount so that the maximum compensation totaled \$209,900 and a termination date of June 30,2020 ("Amendment No. 2"); and the agreement was amended on June 3, 2020 to extend the termination date to December 31, 2020 ("Amendment No. 3"); and

WHEREAS, the Agreement between City and Consultant currently provides in Section 6 for the termination of the Agreement on December 31, 2020; and

WHEREAS, the parties desire to amend the Agreement so as to extend the termination of the Agreement to June 30, 2021; and

WHEREAS, the Agreement currently provides in Exhibit B entitled "Compensation" the hourly rates; and

WHEREAS, the parties desire to amend Exhibit B of the Agreement to identify the new hourly rates, attached as "Exhibit B-1"; and

WHEREAS, the City Manager approved this Amendment No. 4, on this 18th day of December 2020.

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 6 months to read in its entirety.

The term of this Agreement is from the date first written above to June 30, 2021, 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.

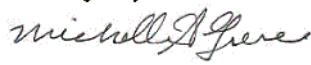
2. This Agreement is amended to delete and replace in its entirety:

Exhibit B "Schedule of Fees" with **Exhibit B-1 "Schedule of Fees"** attached hereto and incorporated herein.

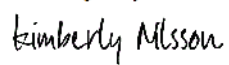
3. Except as otherwise specifically provided herein, all other provisions of the Agreement shall remain in full force and effect.

In concurrence and witness whereof, this Amendment No. 4 has been executed by the parties effective on the date and year first above written.

CITY OF GOLETA

DocuSigned by:

DE7CE466308944A...
Michelle Greene, City Manager

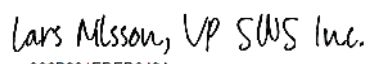
CONSULTANT

DocuSigned by:

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kimberly C. Nilsson, President

ATTEST:

DocuSigned by:

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Deborah Lopez, City Clerk

DocuSigned by:

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Lars J. Nilsson, Vice President

APPROVED AS TO FORM:
MICHAEL JENKINS, CITY ATTORNEY

DocuSigned by:

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Winnie Cai, Assistant City Attorney

EXHIBIT B-1
Schedule of Fees

| Professional Staff | Hourly Rate |
|--|---------------|
| Intern: | \$28.00/hour |
| Clerical / Office Assistant | \$59.00/hour |
| Recycling Coordinator & Permit Processor: | \$78.00/hour |
| Project Coordinator: | \$96.00/hour |
| Project Management: | \$121.00/hour |
| Senior Manager/Computer Programming / Database Management: | \$158.00/hour |
| Principal: | \$181.00/hour |

ATTACHMENT 7

ZWorld Geospatial Information Systems Agreement No. 2014-069 for Professional Services and Amendments No. 1 through 7 (Available Online Only)

CITY OF GOLETA
CALIFORNIA

JUN 19 2014

RECEIVED

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF GOLETA
AND
ZWORLD GEOSPATIAL INFORMATION SYSTEMS**

This AGREEMENT FOR PROFESSIONAL SERVICES is made and entered into this 26th day of June, 2014, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **ZWORLD GEOSPATIAL INFORMATION SYSTEMS**, (herein referred to as "CONSULTANT").

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

WHEREAS, CONSULTANT was selected based upon its response to a Request for Qualifications, and his prior work for the City, recommended for award of this AGREEMENT by the Interim Director of Public Works; and

WHEREAS, the Public Works Director and the City's Purchasing Officer are authorized by Goleta Municipal Code Section 3.05.240 to execute this AGREEMENT because the value of the AGREEMENT is between \$10,000.

CITY and CONSULTANT agree as follows:

1. RETENTION AS CONSULTANT

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

2. DESCRIPTION OF SERVICES

The services to be performed by CONSULTANT are as follows:

Professional GIS mapping services in conjunction with The City's Stormwater Management Plan. Services shall generally include working with City staff on GIS data development, maintenance, mapping and application support for the City's storm drain Atlas / Sub-drainage mapping program.

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 \$10,000 (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

Hourly at the hourly rates and with reimbursement to CONSULTANT for those expenses set forth in CONSULTANT's Schedule of Fees marked Exhibit "B," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until June 30, 2015, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

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

4. EXTRA SERVICES

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

5. CITY PROJECT MANAGER AND SERVICES BY CITY

The services to be performed by CONSULTANT shall be accomplished under the general direction of, and coordinate with, CITY's "Project Manager", as that staff person is designated by CITY from time to time, and who presently is Everett King. 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 20, 2015, unless term of this AGREEMENT is extended or the AGREEMENT is terminated as provided for herein.

CONSULTANT shall not commence work on the services to be performed until (i) CONSULTANT furnishes proof of insurance as required by paragraph 10 below, and (ii) CITY gives written authorization to proceed with the work provided by CITY's Project Manager. All services shall be completed within 365 calendar days following the notice to proceed.

7. OWNERSHIP OF DOCUMENTS

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

8. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR

This AGREEMENT is for professional services which are personal to CITY. Zacharias Hunt is deemed to be specially experienced and is a key member of CONSULTANT's firm, and shall be directly involved in performing, supervising or assisting in the performance of this work. This key person shall communicate with, and periodically report to, CITY on the progress of the work. Should any such individual be removed from assisting in this contracted work for any reason, CITY may terminate this AGREEMENT. This AGREEMENT is not assignable by CONSULTANT without CITY's prior consent in writing.

9. HOLD HARMLESS AND INDEMNITY

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

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

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

10. INSURANCE

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

Insurance shall include the following (or broader) coverage:

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

- d) Professional Liability insurance on a policy form appropriate to CONSULTANTs profession. Limits shall be no less than \$1,000,000 per claim.

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

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

duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments.

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

11. RELATION OF THE PARTIES

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

12. CORRECTIONS

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

13. TERMINATION BY CITY

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

14. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by CONSULTANT of the final payment made under this AGREEMENT shall operate as and be a release of CITY from all claims and liabilities for compensation to CONSULTANT for anything done, furnished, or relating to CONSULTANT's work or services. Acceptance of payment shall be any negotiation of CITY's check or the failure to make a written extra compensation claim within 10 calendar days of the receipt of that check. However, approval or payment by CITY shall

not constitute, nor be deemed, a release of the responsibility and liability of CONSULTANT, its employees, subcontractors, agents and consultant for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by CITY for any defect or error in the work prepared by CONSULTANT, its employees, subcontractors, agents and consultants.

15. AUDIT OF RECORDS

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

16. WAIVER; REMEDIES CUMULATIVE

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

17. CONFLICT OF INTEREST

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

18. CONSTRUCTION OF LANGUAGE OF AGREEMENT

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

the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.

19. MITIGATION OF DAMAGES

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

20. GOVERNING LAW

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

21. TAXPAYER IDENTIFICATION NUMBER

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

22. NON-APPROPRIATION OF FUNDS

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

23. MODIFICATION OF AGREEMENT

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

24. USE OF THE TERM "CITY"

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

25. PERMITS AND LICENSES

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

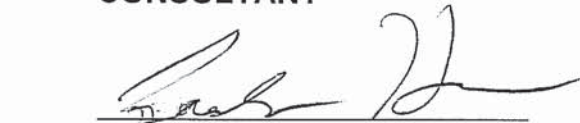
In concurrence and witness whereof, this AGREEMENT has been executed by the parties effective on the date and year first above written.

CITY OF GOLETA



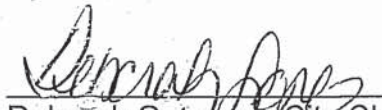
Rosemarie Gaglione,
Interim Public Works Director

CONSULTANT



Zacharias Hunt, Owner

ATTEST:



Deborah S. Lopez, City Clerk

APPROVED AS TO FORM



Tim W. Giles, City Attorney

**AMENDMENT No. 1
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
ZWORLD GEOSPATIAL INFORMATION SERVICES**

This **Amendment No. 1** ("Amendment") to a Professional Service Agreement is made this 2nd day of June, 2015 between the **City of Goleta**, (City) and **Zworld Geospatial Information Services**, (Consultant) dated June 26, 2014 ("Agreement").

RECITALS

WHEREAS, the Agreement between the City and Consultant currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed ten thousand dollars (\$10,000); and

WHEREAS, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of ten thousand dollars (\$10,000) for additional GIS mapping services in conjunction with the City's Stormwater Management Plan; and

WHEREAS, the Agreement between City and Consultant currently provides in Section 6 for the termination of the Agreement on June 20, 2015; and

WHEREAS, the parties desire to amend the Agreement so as to extend the termination of the Agreement to June 30, 2016; and

WHEREAS, the City Manager, approved this contract Amendment, per the Goleta Municipal Code Section 3.05.240 on this 2nd day of June, 2015.

AMENDED TERMS

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

1. **Section 3 Subsection (a). COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of \$10,000 and to read in its entirety:

(a) **Maximum and Rate.** The total compensation payable to Consultant by City for the services under this Agreement **SHALL NOT EXCEED** the sum of \$20,000 (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

Hourly at the hourly rates and with reimbursement to Consultant for those expenses set forth in Consultant's Schedule of Fees marked Exhibit "B," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon Consultant

until June 30, 2016, after which any change in said rates and expenses must be approved in writing by City's Project Manager (City is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due Consultant for all work described under this Agreement.

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


The term of this Agreement is from the date first written above to June 30, 2016, unless term of this Agreement is extended or the Agreement is terminated as provided for herein.

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

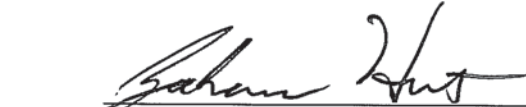
3. Except as otherwise specifically provided herein, all other provisions of the Agreement shall remain in full force and effect

In concurrence and witness whereof, this Amendment No. 1 has been executed by the parties effective on the date and year first written above.

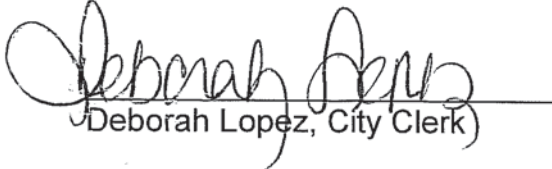
CITY OF GOLETA


Michelle Greene, City Manager

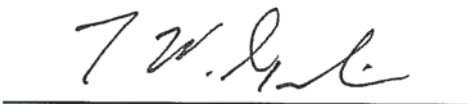
CONSULTANT


Zacharias Hunt, Owner

ATTEST:


Deborah Lopez, City Clerk

APPROVED AS TO FORM


Tim W. Giles, City Attorney



**AMENDMENT No. 2
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
ZWORLD GEOSPATIAL INFORMATION SERVICES**

This **Amendment No. 2** ("Amendment") to a Professional Service Agreement is made this 21st day of June, 2016 between the **City of Goleta**, (City) and **Zworld Geospatial Information Services**, (Consultant) dated June 26, 2014 ("Agreement").

RECITALS

WHEREAS, the Agreement between City and Consultant currently provides in Section 6 for the termination of the Agreement on June 20, 2016; and

WHEREAS, the parties desire to amend the Agreement so as to extend the termination of the Agreement to June 30, 2017; and

WHEREAS, the City Manager, approved this contract Amendment, per the Goleta Municipal Code Section 3.05.240 on this 21st day of June, 2016.

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 year to read in its entirety:

The term of this Agreement is from the date first written above to June 30, 2017, unless term of this Agreement is extended or the Agreement is terminated as provided for herein.

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

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

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

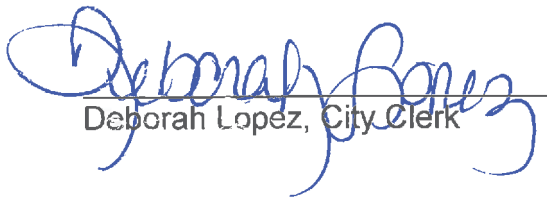
CITY OF GOLETA


Michelle Greene, City Manager

CONSULTANT


Zacharias Hunt, Owner

ATTEST:


Deborah Lopez, City Clerk

APPROVED AS TO FORM


Tim W. Giles, City Attorney



Agreement No. 2014-009.3
City of Goleta, California

**AMENDMENT No. 3
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
ZWORLD GEOSPATIAL INFORMATION SERVICES**

This Amendment No. 3 to a Professional Service Agreement is made this 31st day of July, 2017 between the **City of Goleta**, (City) and **Zworld Geospatial Information Services**, (Consultant) dated June 26, 2014 ("Agreement", No. 2014-069).

RECITALS

WHEREAS, the Agreement was originally entered into to provide GIS data development, maintenance, mapping and application support for the City's Stormwater Management Plan; and

WHEREAS, the Agreement was entered into on June 26, 2014 with a maximum compensation of \$10,000 and a termination date of June 20, 2015; and

WHEREAS, the Agreement was amended on June 2, 2015 to add an additional \$10,000 in compensation and extend the term to June 30, 2016; and

WHEREAS, the Agreement was amended on June 21, 2016 so as to extend the termination date of the Agreement to June 30, 2017; and

WHEREAS, the parties desire to amend the Agreement so as to extend the termination to June 30, 2018; and

WHEREAS, the City Manager, approved this Amendment No. 3, on this ____ day of July, 2017.

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 year to read in its entirety:

The term of this Agreement is from the date first written above to June 30, 2018, unless term of this Agreement is extended or the Agreement is terminated as provided for herein.

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

All services shall be completed within the term of this Agreement following the notice to proceed.

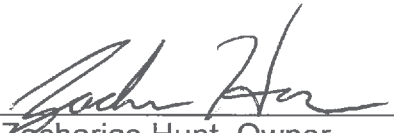
2. Except as otherwise specifically provided herein, all other provisions of the Agreement shall remain in full force and effect

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

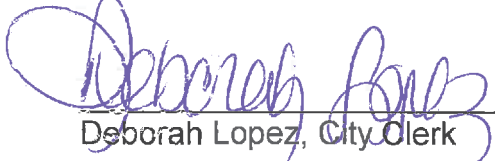
CITY OF GOLETA


Michelle Greene, City Manager

CONSULTANT


Zacharias Hunt, Owner

ATTEST:


Deborah Lopez, City Clerk

APPROVED AS TO FORM


Winnie Cai, Deputy City Attorney

**AMENDMENT NO. 4
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
ZACHARIAS HUNT dba ZWORLD GEOSPATIAL INFORMATION SYSTEMS**

This Amendment No. 4 to a Professional Services Agreement is made on this 19th day of June, 2018 between the **City of Goleta**, (City) and **ZWorld Geospatial Information Systems**, a sole proprietorship, (Consultant) dated June 26, 2014 ("Agreement", Agreement No. 2014-069).

RECITALS

WHEREAS, the City of Goleta entered into an Agreement with ZWorld Geospatial Information Systems for the purpose of providing GIS data development, maintenance, mapping and application support for the City's Stormwater Management Plan; and

WHEREAS, the Agreement was entered into on June 26, 2014 with a maximum compensation of \$10,000 and a termination date of June 20, 2015; and

WHEREAS, the Agreement was amended on June 2, 2015 to add an additional \$10,000 in compensation and extend the term to June 30, 2016; and

WHEREAS, the Agreement was amended on June 21, 2016 so as to extend the termination of the Agreement to June 30, 2017; and

WHEREAS, the Agreement was amended on July 31, 2017 so as to extend the termination of the Agreement to June 30, 2018; and

WHEREAS, the Agreement between the City and Consultant currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed twenty thousand dollars (\$20,000); and

WHEREAS, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of twelve thousand dollars (\$12,000) to continue to provide general GIS mapping services and support for stormwater and the City's stormdrain atlas, as they relate to implementing the State Water Board's Trash Amendment; and

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

WHEREAS, the parties desire to amend the Agreement so as to extend the termination to June 30, 2019; and

WHEREAS, the Agreement between City and Consultant currently provides in Exhibit B entitled "Compensation" the hourly rates for Consultant; and

WHEREAS, the parties desire to amend Exhibit B of the Agreement to identify the currently hourly rates due to staff and rate changes since 2014; and

WHEREAS, the City Council approved this Amendment No. 4, on this 19th day of June, 2018.

AMENDED TERMS

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

1. **Section 3 Subsection (a). COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of \$12,000 and to read in its entirety:

(a) **Maximum and Rate.** The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$32,000 (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-4," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until June 30, 2019, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

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

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

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

3. **Exhibit B Schedule of Fees**

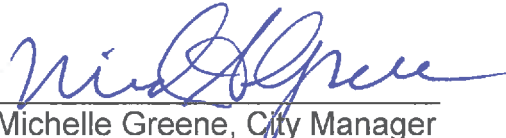
This Agreement is amended to delete and replace in its entirety:

Exhibit B "Compensation" with **Exhibit B-4 "Compensation"** attached hereto and incorporated herein.

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

In concurrence and witness whereof, this Amendment No. 4 has been executed by the parties effective on the date and year first written above.

CITY OF GOLETA


Michelle Greene, City Manager

CONSULTANT


Zacharias Hunt, Owner

ATTEST:


Deborah Lopez, City Clerk

APPROVED AS TO FORM


Winnie Cai, Deputy City Attorney

Exhibit B-4

Schedule of Fees

Mapping

| | |
|----------------------|------------|
| Maps - Hardcopy..... | \$70.00/hr |
| Maps - Digital..... | \$80.00/hr |
| Maps - Web..... | \$90.00/hr |

Training

| | |
|----------------|------------|
| Level I..... | \$70.00/hr |
| Level II..... | \$80.00/hr |
| Level III..... | \$90.00/hr |

Database Design

| | |
|--------------------------|------------|
| Workshop Database..... | \$85.00/hr |
| Enterprise Database..... | \$95.00/hr |

GIS Management

| | |
|----------------------|-------------|
| Program Manager..... | \$110.00/hr |
| Project Manager..... | \$100.00/hr |

Office Services

| | |
|-----------------------|-------------|
| Graphic Designer..... | \$120.00/hr |
| Publications..... | \$85.00/hr |

Emergency Support

| | |
|------------------------------------|------------|
| First 48 billable hours..... | \$65.00/hr |
| After first 48 billable hours..... | \$95.00/hr |
| ON CALL – Minimum 2 hour | |
| ON CALL Status per hour..... | \$10.00/hr |

GIS Planning

| | |
|-----------------------|-------------|
| Needs Assessment..... | \$95.00/hr |
| Strategic Plan..... | \$120.00/hr |

GIS Data

| | |
|----------------------------------|-------------|
| GPS Data Collection (Field)..... | \$100.00/hr |
| GIS Data Development..... | \$70.00/hr |
| GIS Data Conversion..... | \$80.00/hr |
| GIS Data Analysis..... | \$90.00/hr |

Staff Supplement

| | |
|-----------------------------|------------|
| GIS Technician..... | \$65.00/hr |
| GIS Analyst..... | \$75.00/hr |
| GIS Program Supervisor..... | \$85.00/hr |

Material and Outside Services – Subcontractors, rental of special equipment, special reproductions and blueprinting, outside data processing and computer services, etc., are charged at 1.15 times the direct cost.

Travel Expenses – Mileage is billed at the Federal IRS rates per mile. Per diem where overnight stay is involved is charged at cost.

Invoices & Late Charges – All fees will be billed to Client monthly and shall be due and payable upon receipt. Invoices are delinquent if not paid within thirty (30) days from the date of the invoice. Client agrees to pay a monthly late charge equal to one percent (1%) per month of the outstanding balance until paid in full.

Agreement No. 2014-069.5
City of Goleta, California

**AMENDMENT NO. 5
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND**

ZACHARIAS HUNT dba ZWORLD GEOSPATIAL INFORMATION SYSTEMS

This Amendment No. 5 to a Professional Services Agreement is made on this 16th day of October, 2018 between the **City of Goleta**, ("City") and **ZWorld Geospatial Information Systems**, a sole proprietorship, ("Consultant") dated June 26, 2014 ("Agreement", Agreement No. 2014-069).

RECITALS

WHEREAS, the Agreement with Consultant was entered into for the purpose of providing GIS data development, maintenance, mapping and application support for the City's Stormwater Management Plan; and

WHEREAS, the Agreement was entered into on June 26, 2014 with a maximum compensation of \$10,000 and a termination date of June 20, 2015; and

WHEREAS, the Agreement was amended by Amendment No. 1 on June 2, 2015 to add an additional \$10,000 in compensation and extend the term to June 30, 2016; and

WHEREAS, the Agreement was amended by Amendment No. 2 on June 21, 2016 to extend the term to June 30, 2017; and

WHEREAS, the Agreement was amended by Amendment No. 3 on July 31, 2017 to extend the term to June 30, 2018; and

WHEREAS, the Agreement was amended by Amendment No. 4 on June 19, 2018 to add an additional \$12,000 in compensation and extend the term to June 30, 2019; and

WHEREAS, the Agreement between the City and Consultant currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed thirty-two thousand dollars (\$32,000); and

WHEREAS, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of ten thousand dollars (\$10,000) to continue to provide general GIS mapping services and support for stormwater and the City's stormdrain atlas, as they relate to implementing the State Water Board's Trash Amendment; and

WHEREAS, the City Council, on this 16th day of October, 2018, approved and authorized the City Manager to execute this Amendment No. 5.

AMENDED TERMS

Now therefore City and Consultant agree as follows that Agreement No. 2014-069 be, and hereby is, amended as follows:

1. **Section 3 Subparagraph (a). COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of \$10,000 and to read in its entirety:

(a) Maximum and Rate. The total compensation payable to Consultant by City for the services under this Agreement **SHALL NOT EXCEED** the sum of \$42,000 (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-4," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon Consultant until June 30, 2019, after which any change in said rates and expenses must be approved in writing by City's Project Manager (City is to be given 60 days notice of any rate increase request), provided the not-to-exceed amount is the total compensation due Consultant for all work described under this Agreement.

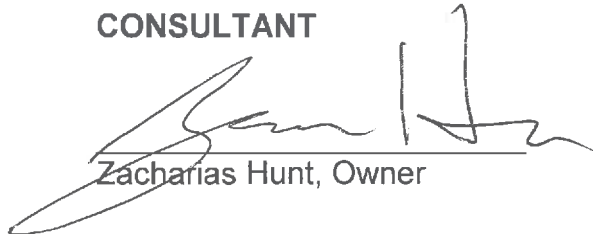
2. Except as otherwise specifically provided herein, all other provisions of the Agreement shall remain in full force and effect.

In concurrence and witness whereof, this Amendment No. 5 has been executed by the parties effective on the date and year first written above.


CITY OF GOLETA


Michelle Greene, City Manager

CONSULTANT


Zacharias Hunt, Owner

ATTEST:


Deborah Lopez, City Clerk

APPROVED AS TO FORM


Winnie Cai, Deputy City Attorney

**AMENDMENT NO. 6
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
ZACHARIAS HUNT dba ZWORLD GEOSPATIAL INFORMATION SYSTEMS**

This **Amendment No. 6** to a PROFESSIONAL SERVICES AGREEMENT by and between the **City of Goleta**, a municipal corporation ("City") and **ZWorld Geospatial Information Systems**, a sole proprietorship ("Consultant"), dated June 26, 2014 ("Agreement," Agreement No. 2014-069) is made this 4th day of June, 2019.

RECITALS

WHEREAS, the City of Goleta entered into an Agreement with ZWorld Geospatial Information Systems for the purpose of providing monthly water quality testing and monitoring services, pursuant to the City's Storm Water Management Plan; and

WHEREAS, the Agreement was entered into on June 26, 2014 with a maximum compensation of \$10,000 and a termination date of June 20, 2015; and

WHEREAS, the Agreement was amended on June 2, 2015 so as to provide additional compensation in the amount of \$10,000 for a not-to-exceed amount of \$20,000 and extend the termination date to June 30, 2016 (Amendment No. 1); and

WHEREAS, the Agreement was amended on June 21, 2016 so as to extend the termination date to June 30, 2017 (Amendment No. 2); and

WHEREAS, the Agreement was amended on July 31, 2017 so as to extend the termination date to June 30, 2018 (Amendment No. 3); and

WHEREAS, the Agreement was amended on June 19, 2018 so as to provide additional compensation in the amount of \$12,000 for a not-to-exceed amount of \$32,000, to include Exhibit B-4 Schedule of Fees, and extend the termination date to June 30, 2019 (Amendment No. 4); and

WHEREAS, the Agreement was amended on October 16, 2018 so as to provide additional compensation in the amount of \$10,000 for a not-to-exceed amount of \$42,000 (Amendment No. 5); and

WHEREAS, Agreement between the City and Consultant currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed forty-two thousand (\$42,000); and

WHEREAS, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of fifty-eight thousand eight hundred dollars

(\$58,800) to continue to provide water quality testing and monitoring services, pursuant to the City's Storm Water Management Plan; and

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

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

WHEREAS, the parties desire to amend the Agreement so as to include Exhibit A Scope of Work; and

WHEREAS, the parties desire to amend the Agreement so as to replace Exhibit B-4 Schedule of Fees; and

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

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

WHEREAS, the City Council, on this 4th day of June 2019, approved and authorized the City Manager to execute this Contract Amendment No. 6; and

AMENDED TERMS

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

- 1. Section 2. DESCRIPTION OF SERVICES** of the Agreement is amended to add Exhibit "A" Scope of Work and read in its entirety.

Professional GIS mapping services in conjunction with The City's Stormwater Management Plan. Services shall generally include working with City staff on GIS data development, maintenance, mapping and application support for the City's storm drain Atlas / Sub-drainage mapping program and particularly set forth in the Scope of Work, attached as Exhibit "A," and incorporated herein

- 2. Section 3. COMPENSATION AND PAYMENT of** this Agreement is amended to add \$58,800 in compensation and delete and replace Exhibit "B-4" with Exhibit "B-5" and read in its entirety.

(a) Maximum and Rate. The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$110,800 (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-5," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until June 30, 2020, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

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

3. Section 6. TERM, PROGRESS AND COMPLETION of the Agreement is amended to extend the term for an additional one year and 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.

4. 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.


5. 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. 6 has been executed by the parties effective on the date and year first above written.

CITY OF GOLETA CONSULTANT



Michelle Greene, City Manager



Zacharias Hunt, Owner

ATTEST:



Deborah Lopez, City Clerk

APPROVED AS TO FORM



Winnie Cai, Assistant City Attorney

EXHIBIT A SCOPE OF WORK

Task 1 – Field Collection Perform field work necessary to collect Storm Water data (420 Hours)

GIS Technician

- 1.1 Location (GPS Lat/Long) - Collect GPS Position of Inlets, Outlets, and Maintenance Holes.
- 1.2 Generate Storm Water Identification Number (ID) - Apply unique ID for each Storm Water asset.
- 1.3 Asset Dimensions - Collect Height, Width, Length, Diameter, and Depth measurements for each SW Asset.
- 1.4 Asset Material Type - Collect the material type for each asset. Example: CMP, RCP, etc.
- 1.5 Trash Device - Identify Trash Capture Devices.
- 1.6 Photography - Collect Photography of each SW Asset, including context photo. For each Inlet and Outlet a 360 degree photo will be collected.
- 1.7 Other Inlet Infrastructure Data – Installation date (if applicable), record drawings (if applicable), connections, hydraulic watershed, capacity design size and need, and labelling need.
- 1.8 Other Outlet Infrastructure Data – Installation date (if applicable), record drawings (if applicable), connections, Waterbody draining to, and energy dissipators.
- 1.9 Other Conveyance Infrastructure Data – Type of conveyance, notes of connections or contributions from private property, connections, materials, and manhole location.

Deliverables:

Shapefiles and excel spreadsheets of data and JPEG photos for each stormwater asset.

Task 2 – Processing of field data and applying further attribute data (480 Hours)

GIS Analyst

- 2.1 Post-Processing of GPS data - Post processing of GPS field data to create a final horizontal accuracy of +/- 1 foot.

- 2.2 Maintenance of Asset - Determine who is responsible for maintenance. Example: City, Private, County, or CalTrans.
- 2.3 Asset Photos - Development of field photos and create association to each asset with link.
- 2.4 Record Drawing Connection - Identify and connect pertinent As-Built and related documents to each Storm Water Asset.
- 2.5 Additional info supplied from City Staff - Add additional information to the GIS data as supplied from staff or needed corrections from staff after data review.
- 2.6 Underground Drainage - Create Underground Drainage data from field collection.
- 2.7 Surface Drainage - Create Surface Drainage data from field collection.

Deliverables:

Shapefiles and excel spreadsheets of data for each stormwater asset.

**EXHIBIT B-5
SCHEDULE OF FEES**

| Service | Rate per Hour |
|----------------------------------|----------------------|
| Emergency Support | |
| First 48 Billable Hours | \$65 |
| After First 48 Billable Hours | \$95 |
| On Call Status (Minimum 2 Hours) | \$10 |
| | |
| GIS Planning | |
| Needs Assessment | \$95 |
| Strategic Plan | \$120 |
| | |
| GIS Data | |
| GIS Data Conversion | \$80 |
| GIS Data Analysis | \$90 |
| | |
| Staff Supplement | |
| GIS Technician | \$60 |
| GIS Analyst | \$70 |
| GIS Supervisor | \$80 |

**AMENDMENT NO. 7
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
ZACHARIAS HUNT dba ZWORLD GEOSPATIAL INFORMATION SYSTEMS**

This **Amendment No. 7** to a PROFESSIONAL SERVICES AGREEMENT by and between the **City of Goleta**, a municipal corporation ("City") and **ZWorld Geospatial Information Systems (GIS)**, a sole proprietorship ("Consultant") dated June 26, 2014 ("Agreement," Agreement No. 2014-069) is made this 16th day of June, 2020.

RECITALS

WHEREAS, this Agreement is for stormwater and city asset mapping and GIS services; and

WHEREAS, the Agreement was entered into on June 26, 2014 with a maximum compensation of \$10,000 and a termination date of June 20, 2015. The agreement was amended on June 2, 2015 so as to provide additional compensation in the amount of \$10,000 for a not-to-exceed amount of \$20,000 and extend the termination date to June 30, 2016 ("Amendment No.1"); and the Agreement was amended on June 21, 2016 so as to extend the termination date to June 30, 2017 (Amendment No. 2); and the Agreement was amended on July 31, 2017 so as to extend the termination date to June 30, 2018 (Amendment No. 3); and the Agreement was amended on June 19, 2018 so as to provide additional compensation in the amount of \$12,000 for a not-to-exceed amount of \$32,000 and extend the termination date to June 30, 2019 (Amendment No. 4); and the Agreement was amended on October 16, 2018 so as to provide additional compensation in the amount of \$10,000 for a not-to-exceed amount of \$42,000 (Amendment No. 5); and the Agreement was amended on June 4th, 2019 so as to provide additional compensation in the amount of \$58,800 for a not-to-exceed amount of \$110,800 for stormwater asset mapping, and to extend the termination date to June 30, 2020 (Amendment No. 6).

WHEREAS, the Agreement between City and Consultant currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed \$110,800; and

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

WHEREAS, the Agreement between City and Consultant currently provides in Section 6 for the termination of the Agreement June 30, 2020; and

WHEREAS, the parties desire to amend the Agreement so as to extend the termination of the Agreement to June 30, 2021; and

WHEREAS, the City Council approved this Amendment No. 7, on this 16th day of June 2020.

AMENDED TERMS

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

1. **Section 3. COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of \$10,000 and to read in its entirety:

- (a) **Maximum and Rate.** The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$120,800 (herein "not-to-exceed amount") and shall be earned as the work progresses on the following basis:

Hourly at the hourly rates and with reimbursement to CONSULTANT for those expenses set forth in CONSULTANT's Schedule of Fees marked Exhibit "B," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until June 30, 2020, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager as described in Section 5 (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

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

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

The term of this Agreement is from the date first written above to June 30, 2021, 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.

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

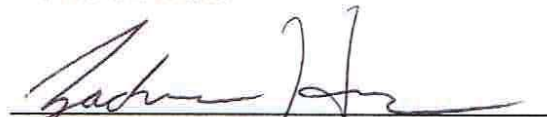
CITY OF GOLETA

DocuSigned by:



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MICHELLE GREENE, City Manager

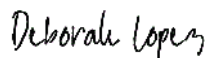
CONSULTANT



Zacharias Hunt, Owner

ATTEST:

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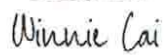


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DEBORAH LOPEZ, City Clerk

APPROVED AS TO FORM:

MICHAEL JENKINS, CITY ATTORNEY

DocuSigned by:



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Winnie Cai, Assistant City Attorney

ATTACHMENT 8

MNS Engineers, Inc. Agreement No. 2014-069 for Professional Services
(Available Online Only)

Project Name: Stormwater Engineering Services for Construction Project Review

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF GOLETA
AND
MNS ENGINEERS, INC.**

This AGREEMENT FOR PROFESSIONAL SERVICES (herein referred to as "AGREEMENT") is made and entered into this 4th day of February, 2021, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **MNS ENGINEERS, INC.**, a California Corporation (herein referred to as "CONSULTANT").

WHEREAS, the CITY has a need for professional stormwater engineering services for construction project review; 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, CONSULTANT was approved by Council on December 3, 2019 and placed on a short list of pre-approved consultants for project management services after a review of a Request for Qualifications in compliance with Goleta Municipal Code Section 3.05.260; and

WHEREAS, the City Manager approved this AGREEMENT pursuant to Goleta Municipal Code section 3.05.070.

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 Stormwater Consulting Services in conjunction with Engineering Services shall generally include Construction Project Compliance Review 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 \$44,999 (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

Hourly at the hourly rates and with reimbursement to CONSULTANT for those expenses set forth in CONSULTANT's Schedule of Fees marked Exhibit "B," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until June 30, 2022, 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 Melissa Nelson, Environmental Services Coordinator. 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, 2022, 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. Mark Schleich is deemed to be specially experienced and is a key member of CONSULTANT's firm, and shall be directly involved in the performance of this work. This key person shall communicate with, and periodically report to, CITY on the progress of the work. Should any such individual be removed from assisting in this contracted work for any reason, CITY may terminate this AGREEMENT. This AGREEMENT may not be assigned or subcontracted without the City Manager's prior written consent.

9. HOLD HARMLESS AND INDEMNITY

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

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

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

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

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

11. RELATIONSHIP OF CONSULTANT TO CITY

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

12. CORRECTIONS

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

13. TERMINATION BY CITY

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

14. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

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

15. AUDIT OF RECORDS

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

16. WAIVER; REMEDIES CUMULATIVE

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

17. CONFLICT OF INTEREST

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

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

18. CONSTRUCTION OF LANGUAGE OF AGREEMENT

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

19. MITIGATION OF DAMAGES

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

20. GOVERNING LAW

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

21. NONDISCRIMINATION

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

22. TAXPAYER IDENTIFICATION NUMBER

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

23. NON-APPROPRIATION OF FUNDS

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

24. MODIFICATION OF AGREEMENT

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

25. USE OF THE TERM "CITY"

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

26. PERMITS AND LICENSES

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

27. CAPTIONS

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

28. AUTHORIZATION

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

29. ENTIRE AGREEMENT BETWEEN PARTIES

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

30. PARTIAL INVALIDITY

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

31. NOTICES

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

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

TO CONSULTANT: Attention: Mark Schleich, Project Manager
201 N. Calle Cesar Chavez, Suite 300
Santa Barbara, CA 93101

32. **COUNTERPARTS AND ELECTRONIC/FACSIMILE SIGNATURES**

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


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

CITY OF GOLETA

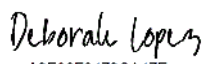
DocuSigned by:


DE7CE468308944A...
Michelle Greene, City Manager

CONSULTANT

DocuSigned by:

D7A4F4B73D14468...
James Savito, President

ATTEST

DocuSigned by:

A3E09F3473CA47E...
Deborah Lopez, City Clerk

DocuSigned by:

717C8137DB1641C...
Jeff Edwards, Vice President

APPROVED AS TO FORM:
MICHAEL JENKINS, CITY ATTORNEY

DocuSigned by:

A1BF8F896161498...
Winnie Cai, Assistant City Attorney

EXHIBIT A

SCOPE OF WORK

CONSULTANT shall provide the City with professional stormwater services to assist with construction project advisement, inspections, and document review for compliance with the Phase II MS4 Permit and Construction General Permit issued by the State Water Resources Control Board (SWRCB), and any additional related requirements from the Regional Water Quality Control Board (RWQCB), such as post-construction requirements. CONSULTANT shall provide all necessary Stormwater services as needed by the City. In performing all professional stormwater services, CONSULTANT shall work to protect the interests of the City and to provide the highest quality services possible for the City.

CONSULTANT is a qualified professional capable of providing the services listed below to the City. CONSULTANT may be selected to provide stormwater services for one or more construction projects, as needed. Scope elements include:

- Review/QA/QC of Stormwater Pollution Prevention Plans (SWPPPs), with approval from QSP/QSD consultant. Projects range in size and scope, and there are typically 2-3 new projects per month, and 10-20 open projects at any given time.
- Review/QA/QC of Stormwater Control Plans with approval from QSP/QSD staff.
- Review of engineered drawings and plans for stormwater compliance.
- Pre-construction meetings and site visits.
- Maintain inspection logs and records of bmp and site control measure (SCM) elements.
- Provide education and educational materials to construction contractors, developers, and workers, and document this practice per MS4 construction outreach requirements.
- Site inspections for construction best management practices, post-construction requirements, and final site verification.
- Issuance of final stormwater verification and approval letters.
- Responses to project-related regulatory requests, as needed, including letters and memorandums.
- Entry, management, and maintenance of the construction database spreadsheet, per Phase II MS4 Permit and regulatory requirements.
- Tracking of all stormwater information, dates, and communication, within the City's online database system. Assurance that all key metrics, milestones, conditions of approval and more are updated in a timely manner in the database system.
- Weekly to monthly status meetings with staff.
- Training of staff during inspections and project reviews.

- Communication/advisement to property owners, developers, and City of Goleta staff.
- Other tasks common to stormwater construction project review.
- Understanding of environmental and general regulations relevant to construction activities.
- Assurance of MS4 and CGP compliance as related to development projects.

The scope of work is for reimbursable projects, and all work conducted shall have an associated billing number.

Deliverables:

- Deliverable: Written review documentation by licensed qualified SWPPP practitioner (QSP) or qualified SWPPP Developer (QSD) for all documents reviewed.
- Deliverable: Written approval forms/documentation by QSP or QSD for all documents approved.
- Deliverable: Written comment and approval forms by QSP or QSD for all inspections conducted.
- Deliverable: Issuance of final stormwater verification approval letters by QSP or QSD
- Deliverable: draft memos/letters to applicants, RWQCB, and other entities as needed.
- Deliverable: updates of stormwater database on an ongoing basis, with a full update prior to annual report submittal.
- Deliverable: training documentation for construction crew trainings conducted.

EXHIBIT B

Schedule of Fees

| Name | Title | \$/Hr |
|-------------------------------|--|-------|
| Mark Schleich, PE | Project Manager | \$175 |
| Craig Snell, QSD/QSP, CPESC | Senior Stormwater Specialist | \$135 |
| Kent Yankee, PE, QSD/QSP | Supervising Engineer | \$175 |
| Sheri Lubin, QSP/D, CPESC, MS | Program Manager/Senior Stormwater Specialist | \$135 |
| Mary Zepeda, CPESC-IT | Stormwater Program Coordinator | \$135 |



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/15/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | | | | | | | | | | | | | | | | | | | |
|--|---|--|--|---|-----------------------|---|--|--------------------------------------|--|---|---------------------|---|-------|---|-------|-------------------|--|-------------------|--|-------------------|--|
| PRODUCER Risk Strategies Company 2040 Main Street, Suite 450 Irvine, CA 92614 www.risk-strategies.com CA DOI License No. 0F06675 | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME: Risk Strategies Company</td> </tr> <tr> <td>PHONE (A/C, No. Ext): 949-242-9240</td> <td>FAX (A/C, No):</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: syoung@risk-strategies.com</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td>INSURER A: Travelers Indemnity Company of CT</td> <td>NAIC # 25682</td> </tr> <tr> <td>INSURER B: Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER C: Travelers Casualty and Surety Co of America</td> <td>31194</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table> | CONTACT NAME: Risk Strategies Company | | PHONE (A/C, No. Ext): 949-242-9240 | FAX (A/C, No): | E-MAIL ADDRESS: syoung@risk-strategies.com | | INSURER(S) AFFORDING COVERAGE | | INSURER A: Travelers Indemnity Company of CT | NAIC # 25682 | INSURER B: Travelers Indemnity Company | 25658 | INSURER C: Travelers Casualty and Surety Co of America | 31194 | INSURER D: | | INSURER E: | | INSURER F: | |
| CONTACT NAME: Risk Strategies Company | | | | | | | | | | | | | | | | | | | | | |
| PHONE (A/C, No. Ext): 949-242-9240 | FAX (A/C, No): | | | | | | | | | | | | | | | | | | | | |
| E-MAIL ADDRESS: syoung@risk-strategies.com | | | | | | | | | | | | | | | | | | | | | |
| INSURER(S) AFFORDING COVERAGE | | | | | | | | | | | | | | | | | | | | | |
| INSURER A: Travelers Indemnity Company of CT | NAIC # 25682 | | | | | | | | | | | | | | | | | | | | |
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| INSURER D: | | | | | | | | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | | | | | | | |

COVERAGES**CERTIFICATE NUMBER:** 55986683**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: | ✓ | | 6802J051458 | 6/14/2020 | 6/14/2021 | EACH OCCURRENCE \$ \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ \$1,000,000 MED EXP (Any one person) \$ \$10,000 PERSONAL & ADV INJURY \$ \$1,000,000 GENERAL AGGREGATE \$ \$2,000,000 PRODUCTS - COMP/OP AGG \$ \$2,000,000 \$ |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | BA2220L967 | 6/14/2020 | 6/14/2021 | COMBINED SINGLE LIMIT (Ea accident) \$ \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0 | | | CUP8E545094 | 6/14/2020 | 6/14/2021 | EACH OCCURRENCE \$ \$10,000,000 AGGREGATE \$ \$10,000,000 \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | UB6K139301 | 6/14/2020 | 6/14/2021 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$ \$1,000,000 E.L. DISEASE - POLICY LIMIT \$ \$1,000,000 |
| C | Professional Liability | | | 107272696 | 6/14/2020 | 6/14/2021 | Per Claim: \$5,000,000 Aggregate: \$5,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Projects as on file with the insured. City of Goleta, its employees, agents, and member agencies of the City of Goleta are named as additional insureds on general liability policy-see attached endorsement.

CERTIFICATE HOLDER

City of Goleta
 Attn: City Clerk
 130 Cremona Dr., Ste B
 Goleta CA 93117

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michael Christian

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ACORD 25 (2016/03)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

COMMERCIAL GENERAL LIABILITY

3. The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.