



Agenda Item A.11
CONSENT CALENDAR
Meeting Date: June 15, 2021

TO: Mayor and Councilmembers

FROM: Peter Imhof, Planning and Environmental Review Director

CONTACT: Brian Hiefield, Associate Planner

SUBJECT: Amendment No. 3 to Professional Services Agreement 2016-038 for Document Imaging Services between the City of Goleta and CRS, Inc. DBA DataArc

RECOMMENDATION:

Authorize the City Manager to execute Amendment No. 3 to Professional Services Agreement 2016-038 between the City of Goleta and CRS, Inc. DBA DataArc to continue document imaging services, extending the term to June 30, 2023, and increasing the amount of the agreement by \$60,000, for a not-to-exceed amount of \$189,900 subject to the approval of the Fiscal Year 2021-22 and Fiscal Year 2022-23 Budget.

BACKGROUND:

On July 18, 2016, the City Manager executed a professional services agreement with Data Arc, LLC to continue scanning Planning and Environmental Review (PER) Department files as part of the ongoing Document Imaging Program. The not-to-exceed amount for this agreement was originally \$29,900 with a termination date of December 31, 2017. On December 5, 2017, the City Council extended the term of the agreement to June 30, 2019 and increased the contract by \$50,000 (Amendment 1). On June 4, 2019, the City Council extended the term of the agreement to June 30, 2021 and increased the contract by \$50,000 (Amendment 2). The not-to-exceed amount for the current agreement is \$129,900. If approved, Amendment No. 3 to Professional Services Agreement 2016-038 between the City of Goleta and CRS, Inc. DBA DataArc would extend the term to June 30, 2023, and increase the amount of the agreement by \$60,000, for a not-to-exceed amount of \$189,900 subject to the approval of the Fiscal Year 2021-22 and Fiscal Year 2022-23 Budget (Attachment 1). The initial contract along with Amendments 1 and 2 are provided in Attachment 2.

The following chart shows how many records have been imaged to date with a subset of the past four years. Very few documents have been imaged in the last fiscal year as staff was not able to prepare files for imaging as staff was working remotely.

Time Period	8.5" X 11"	11" X 17"	Plans 24" X 36"	16 mm Fiche	35 mm Fiche	Total
2012-2021 (to date)	398,531 sheets	17,176 sheets	87,251 sheets	88,088 images	2,793 images	593,839
	(132,654 between 2018-2021 to date)	(7,479 between 2018-2021 to date)	(26,544 between 2018-2021 to date)	----	----	(166,677 between 2018-2021 to date)

The records that have been imaged are primarily: 1) City-issued Building Permits through 2020; 2) City-issued ministerial Land Use Permits completed through 2019; 3) approximately 30 discretionary cases; and 4) all the microfiche records and Building Permits received from Santa Barbara County upon incorporation. The scanning of records is integral to the operation of the Magnet Permit Tracking System and accompanying Magnet Public Portal.

DISCUSSION:

The majority of PER Department records (e.g., Building Permits, ministerial applications, discretionary applications, etc.) are permanent records that are kept in perpetuity. Imaging these documents creates a digital database that reduces paper copies/storage needs, is more durable, and makes documents accessible for the public and staff through the Magnet Permit Tracking System and Public Portal.

CRS, Inc. DBA DataArc has been the vendor imaging batches of records prepared by the City for scanning. Staff requests that the contract with CRS, Inc. DBA DataArc be extended through the budget term until June 30, 2023 and the amount of the contract be increased by \$60,000, which is the amount allocated in the 2021-2022 and 2022-2023 budget (\$30,000 per fiscal year). Further, the scope of the contract continues to include scanning the documents into one database on an ongoing basis for integration into the Magnet Permit Tracking System.

FISCAL IMPACTS:

The proposed contract amendment is for an increase increased amount of \$60,000 for a total not to exceed of \$189,900, with a termination date of June 30, 2023. It is anticipated approximately \$30,000 will be spent each fiscal year and will be supported in Current Planning's program budget as described in the table below.

Ongoing Document Imaging and Maintenance - Pending Budget Adoption of FY 21/22 and 22/23		
Fund Type	Account	Proposed Allocations
General	101-40-4100-51200	\$30,000 per year

Please note that the total budget appropriations for this account (Contract Services) is \$75,000 for FY 21/22 and \$175,000 for FY 22/23, of which \$30,000 per year (\$60,000 total) is designated for this agreement.

ALTERNATIVES:

The City Council may elect not to authorize this contract and direct staff to seek proposals from other qualified firms/independent contractors. Doing so would cause delays in imaging existing files/permits/documents and add to the backlog of documents to be imaged.

Reviewed By:

Legal Review By:

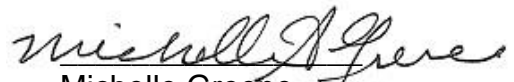
Approved By:



Kristine Schmidt
Assistant City Manager



Michael Jenkins
City Attorney



Michelle Greene
City Manager

ATTACHMENTS:

1. Amendment No. 3 to Professional Services Agreement No. 2016- 038
2. Professional Services Agreement 2016-038 and Amendments No. 1 and 2

ATTACHMENT 1

AMENDMENT NO. 3 TO CONTRACT 16-038

**AMENDMENT NO. 3
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
CRS WEST, INC dba DATA ARC**

This **Amendment No. 3** to the PROFESSIONAL SERVICES AGREEMENT by and between the **City of Goleta**, a municipal corporation ("City") and **CRS West, Inc. dba DATA ARC** ("Consultant") dated July 18, 2016 ("Agreement," Agreement No. 2016-038) is made on this 15th day of June, 2021.

RECITALS

WHEREAS, this Agreement is for the on-going document imaging and imaging maintenance of Planning and Environmental Review (PER) Department records; and

WHEREAS, on June 4, 2019, the Agreement was amended to amend the scope, rate, amount and extend the term of the Agreement ("Amendment No.2"); and

WHEREAS, on January 1, 2021, Data Arc. assigned all of its duties and interests in the Agreement to CRS, Inc and, on May 13, 2021, the City approved such assignment retroactive to January 1, 2021.

WHEREAS, the Agreement currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed \$129,900; and

WHEREAS, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of \$60,000 for continued work on PER Department records imaging; and

WHEREAS, the Agreement 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, 2023; and

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

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

WHEREAS, the City Council approved this Amendment No. 3, on this 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 \$60,000 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 \$189,900 (herein "not-to-exceed amount") and shall be earned as the work progresses.

(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.

2. **Section 6. TERM, PROGRESS AND COMPLETION** of the Agreement is amended to extend the term for an additional 24 months to read in its entirety.

The term of this Agreement is from the date first written above to June 30, 2023, 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. **Section 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.

Project Name: Imaging Maintenance Program

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

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

CITY OF GOLETA

CONSULTANT

Michelle Greene, City Manager

Anton A. Westbrook, President, CEO

ATTEST:

Deborah Lopez, City Clerk

Stacie L. Westbrook, Secretary, CFO

APPROVED AS TO FORM:
MICHAEL JENKINS, CITY ATTORNEY

DocuSigned by:

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Winnie Cai, Assistant City Attorney

ATTACHMENT 2

Professional Services Agreement 2016-038 and Amendments No. 1 and 2

ATTACHMENT 2
PROFESSIONAL SERVICES AGREEMENT
2016-038
AND AMENDMENTS 1 AND 2

Project Name: Imaging Maintenance Program

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF GOLETA
AND
DATA ARC, LLC**

This AGREEMENT FOR PROFESSIONAL SERVICES is made and entered into this 18th day of July, 2016, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **DATA ARC, LLC**, (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, in 2011, was awarded the initial contract through a competitive bid process and has completed the work to create an imaging program and scan over one million pages of Planning and Environmental Review Department records; and

WHEREAS, as a result of the CONSULTANT'S previous performance, the CONSULTANT was recommended for award of this AGREEMENT by the Planning and Environmental Review Director and approved by the CITY Purchasing Officer based on competence without a request for proposals pursuant to Goleta Municipal Code Section 3.05.240; and

WHEREAS, the City Manager is authorized by Goleta Municipal Code Section 3.05.240 to execute this AGREEMENT because the value of the AGREEMENT is less than \$30,000.

CITY and CONSULTANT agree as follows:

1. RETENTION AS CONSULTANT

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

2. DESCRIPTION OF SERVICES

The services to be performed by CONSULTANT are as follows:

Professional services in conjunction with on-going document imaging maintenance. Services shall generally include scanning the CITY's files

and records with related data indexing, and transferring the electronic files to the CITY on a portable hard drive provided by the CITY, 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:

Unit costs per service provided as 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, 2017, 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 Brian Hiefield. 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, 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 according to the schedule for delivery of services attached as Exhibit "C" and incorporated here in as "Schedule of Delivery."

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. Stan Miner, Principal, 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. The following portions of the work will be subcontracted out to other parties by CONSULTANT:

- Sun Valley Imaging & Technologies – Microfiche Imaging Services
- CRS West, Inc. – Imaging Services

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 subconsultants.

15. AUDIT OF RECORDS

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

16. WAIVER; REMEDIES CUMULATIVE

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

17. CONFLICT OF INTEREST

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

18. CONSTRUCTION OF LANGUAGE OF AGREEMENT

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

19. MITIGATION OF DAMAGES

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

20. GOVERNING LAW

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

21. TAXPAYER IDENTIFICATION NUMBER

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

22. NON-APPROPRIATION OF FUNDS

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

23. MODIFICATION OF AGREEMENT

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

24. USE OF THE TERM "CITY"

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

25. PERMITS AND LICENSES

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

26. CAPTIONS

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

27. AUTHORIZATION

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

28. ENTIRE AGREEMENT BETWEEN PARTIES

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

29. PARTIAL INVALIDITY

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

30. NOTICES

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

TO CITY:


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

TO CONSULTANT:

Attention: Stan Miner
Data Arc, LLC
2295 A Street
Santa Maria, CA 93455

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

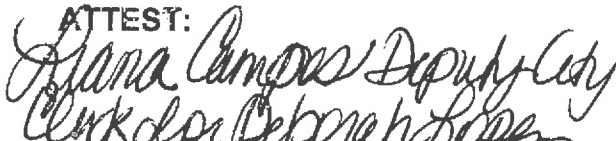
CITY OF GOLETA



Michelle Greene, City Manager

CONSULTANT


Stan Miner, Principal

ATTEST:


Deborah Lopez, City Clerk


Tony Westbrook, Principal

APPROVED AS TO FORM



Tim W. Giles, City Attorney

Exhibit A

Scope of Work

Task 1

The first step in the document imaging project initiation is to meet with City staff to kick off the document imaging project. CONSULTANT's project manager, Stan Miner, shall meet with the CITY's Project Manager to discuss permit files and microfiche to be scanned.

Task 2

After the project kick off meeting, the permit files at City Hall shall be transferred in batches to the facility in Santa Maria on a quarterly basis and CONSULTANT staff will prepare the documents for scanning. Prior to scanning, each document shall be removed from the original file folders and separated by a bar code sheet. Empty file folders shall be returned to the same box and in the same chronological order they are removed.

Task 3

CONSULTANT shall implement the scanning process using file bar code indexing. Each sheet of paper or plan document shall be scanned at 300 dpi in PDF format. After the scanning process, the individual documents separated by barcodes shall be returned to the same box in the same chronological order they were removed but without being re-stapled nor put into corresponding original file folders. The 16 millimeter and 35 millimeter microfiche cards shall be similarly scanned at 300 dpi in PDF format.

Task 4

After scanning, CONSULTANT shall group the images into a single, multi-paged PDF image. Each image file shall be indexed by permit number, site description and permit date.

At the conclusion of the indexing, CONSULTANT shall provide a set of all electronic files on a City provided external hard drive along with the original documents and microfiche to City staff. The set of electronic files on the external hard drive shall be in a format that is uploadable to an electronic permit tracking system.

Task 5

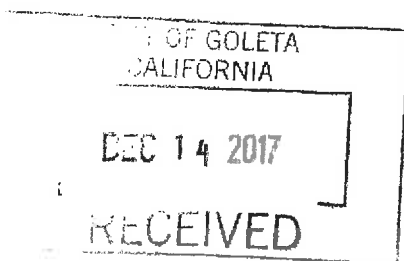
The CONSULTANT shall store City electronic files as a backup to the City's filing storage for 12 months following final delivery of the Task 4 product. The CONSULTANT shall store remaining City paper files for 3 months following delivery of the Task 4 product at the request of the City.

Exhibit B Fee Schedule

Description	Unit Cost (\$)	Unit Type
Document Preparation (staple/paper clip removal, document repair, document separation, etc.)	\$0.02	Per Sheet
Scan – 8"x14" and smaller	\$0.04	Per Image
Scan – 11"x17"	\$0.09	Per Image
Scan – Plans C, D, E size	\$0.56	Per Sheet
Scan – Microfiche	\$0.055	Per Image
16 mm non mixed with 35 mm	(minimum \$1.50 per microfiche sheet)	
Scan – Microfiche	\$0.12	Per Image
35 mm non mixed with 16 mm	(minimum \$1.50 per microfiche sheet)	
Multi-Page Indexing	\$0.025 (additional index fields at \$0.015 per image)	Per Image
Pickup & Delivery	\$65	Per Trip
Mailing (UPS, FedX, etc)	Cost	As Needed
CRS West, Inc	Lump Sum	As Needed
Paperless Imaging Services	Lump Sum	As Needed
State Sales Tax	Cost	As Needed
DVD	\$25	Per DVD

Exhibit C Schedule of Delivery

Completion Date	Key Milestone
May 16, 2016	Project start/City prepares 1 st batch of files for scanning
June 9, 2016	DataArc pick-up 1 st batch of files for scanning
July 5, 2016	City prepares 2 nd batch of files for scanning
July 29, 2016	DataArc delivers 1 st batch of scanned images / DataArc pick-up 2 nd batch of files for scanning
September 1, 2016	City prepares 3 rd batch of files for scanning
September 30, 2016	DataArc delivers 2 nd batch of scanned images / DataArc pick-up 3 rd batch of files for scanning
December 1, 2016	City prepares 4 th batch of files for scanning
December 31, 2016	DataArc delivers 3 rd batch of scanned images / DataArc pick-up 4 th batch of files for scanning
March 1, 2017	City prepares 5 th batch of files for scanning
March 31, 2017	DataArc delivers 4 th batch of scanned images / DataArc pick-up 5 th batch of files for scanning
June 1, 2017	City prepares 6 th batch of files for scanning
June 30, 2017	DataArc delivers 5 th batch of scanned images / DataArc pick-up 6 th batch of files for scanning
September 1, 2017	City prepares 7 th batch of files for scanning
September 30, 2017	DataArc delivers 6 th batch of scanned images / DataArc pick-up 7 th batch of files for scanning
December 30, 2017	DataArc delivers 7 th batch of scanned images
January 1, 2018	DataArc Store Electronic Images and Index Volumes for 1 year



Agreement No. 2016-038.1
City of Goleta, California

**AMENDMENT NO. 1
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
DATA ARC, LLC**

This Amendment No. 1 to a PROFESSIONAL SERVICES AGREEMENT is made this 5th day of December, 2017 between the **CITY OF GOLETA**, a municipal corporation ("CITY") and **DATA ARC, LLC** ("Consultant") dated July 18, 2016 ("Agreement," Agreement No. 2016-038).

RECITALS

WHEREAS, this AMENDMENT No.1 is for the professional services in conjunction with on-going document imaging and imaging maintenance of Planning and Environmental Review (PER) Department records. The CONSULTANT was awarded the initial contract through a competitive bid process in 2011 to create an imaging database and to commence scanning the PER Department records, which are estimated to be over one million pages. The new contract between the CITY and the CONSULTANT was entered on July 18, 2016 to continue the services; 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 to provide for additional compensation in the amount of \$50,000 for continued work on PER Department records imaging project; and

WHEREAS, the Agreement between City and Consultant currently provides in Section 6 for the termination of the AGREEMENT on December 31, 2017; and

WHEREAS, the parties desire to amend the Agreement to extend the termination of the AGREEMENT to June 30, 2019; 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 to include combining all existing database types into one database and to append City database after each new batch of documents have been scanned as more completely and particularly set forth in the Scope of Work, attached as Exhibit "A-1"; 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 new rates and additional tasks that were omitted from the current rate sheet; and

WHEREAS, the City Council approved this Amendment No. 1, on this 5th day of December, 2017.

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 \$50,000 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 \$79,990 (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

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

2. Section 6. TERM, PROGRESS AND COMPLETION of the Agreement is amended to extend the term for an additional 18 months to read in its entirety.

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

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

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

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


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

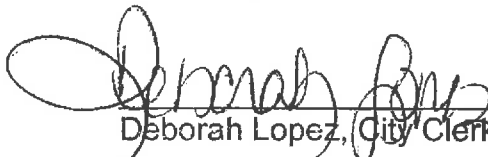
CITY OF GOLETA

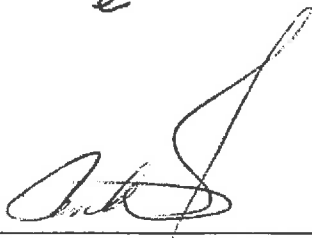

Michelle Greene, City Manager

CONSULTANT


Stan Minor, Principal

ATTEST:


Deborah Lopez, City Clerk


Tony Westbrook, Principal

APPROVED AS TO FORM


Winnie Cai, Deputy City Attorney

**AMENDMENT NO. 2
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
DATA ARC, LLC**

This **Amendment No. 2** to a PROFESSIONAL SERVICES AGREEMENT by and between the **City of Goleta**, a municipal corporation ("CITY") and **DATA ARC**, Limited Liability Corporation ("CONSULTANT") dated July 18, 2016 ("Agreement," Agreement No. 2016-038) is made this 4th day of June, 2019.

RECITALS

WHEREAS, the Agreement No. 2 is for on-going document imaging and imaging maintenance of Planning and Environmental Review (PER) Department records.

WHEREAS, the CONSULTANT was awarded the Agreement through a competitive bid process in 2011 to create an imaging database and to commence scanning the PER Department records, which were estimated to be over one million pages; and

WHEREAS, on December 5, 2017, Amendment No. 1 to Agreement No. 2016-038 was authorized by the City Council to amend the scope, rate, amount and extend the term of the Agreement; and

WHEREAS, the Agreement between CITY and CONSULTANT currently provides in Section 3 Subsection (a) for the total compensation not to exceed \$79,900; and

WHEREAS, the parties desire to amend the Agreement to provide for additional compensation in the amount of \$50,000 for continued work on PER Department records imaging; and

WHEREAS, the Agreement between CITY and CONSULTANT currently provides in Section 6 for the termination of the Agreement on June 30, 2019; and

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

WHEREAS, the City Council approved this Amendment No. 2, on this 4th day of June, 2019.

AMENDED TERMS

Now therefore CITY and CONSULTANT agree as follows that the Agreement be, and hereby is, amended as follows:

1. **Section 3 Subsection (a). COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of \$50,000 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 \$129,900 (herein "not-to-exceed amount") and shall be earned as the work progresses.

(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.

2. **Section 6. TERM, PROGRESS AND COMPLETION** of the Agreement is amended to extend the term for an additional 24 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.


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

4. **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.

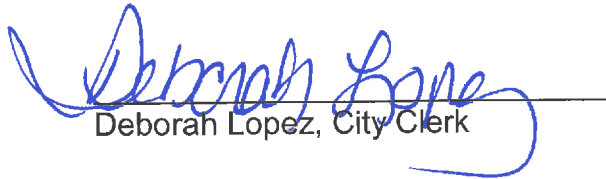
In concurrence and witness whereof, this Amendment No. 2 has been executed by the parties effective on the date and year first above written.

CITY OF GOLETA



Michelle Greene, City Manager

ATTEST:

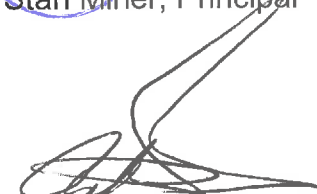


Deborah Lopez, City Clerk

CONSULTANT



Stan Miner, Principal



Tony Westbrook, Principal

APPROVED AS TO FORM



Winnie Cai, Assistant City Attorney