



**Agenda Item A.5**  
**CONSENT CALENDAR**  
**Meeting Date: November 16, 2021**

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**TO:** Mayor and Councilmembers

**FROM:** Peter Imhof, Planning and Environmental Review Director

**CONTACT:** Lisa Prasse, Current Planning Manager  
Mary Chang, Supervising Senior Planner

**SUBJECT:** Amendment No. 3 to Professional Services Agreement No. 2018-121 for Planning Services with Bret McNulty, McNulty Consulting for Planning Services

**RECOMMENDATION:**

Authorize the City Manager to execute an Amendment No. 3 to Professional Services Agreement No. 2018-121 with McNulty Consulting to add \$50,000 to the existing contract for planning services, for a not-to-exceed amount of \$180,000, and to extend the term of the agreement to June 30, 2022.

**BACKGROUND:**

One of the functions provided by Current Planning is processing applications for land use development projects under applicable local, state, and federal planning and environmental regulations and policies. In response to the volume of current planning project cases processing and construction management oversight needs, the Planning and Environmental Review Department is supplemented with and supported by contract planners to ensure timely, efficient, and responsive service to applicants in lieu of hiring additional, full-time staff.

To assist with on-going and anticipated current planning project reviews for other development projects, the City entered into an agreement with McNulty Consulting (No. 2018-121) on December 18, 2018, for a not-to-exceed amount of \$75,000 and has completed two amendments to date. Amendment No. 1 added \$55,000 in additional funds for a not-to-exceed amount of \$130,000 and extended the agreement until June 30, 2021. Amendment No. 2 was a term amendment only that is due to expire on December 31, 2021. Amendment No. 3 to Professional Services Agreement No. 2018-121 (Attachment 1) will add \$50,000 to the existing contract for a new total not-to-exceed amount of \$180,000 and will extend the term of the agreement to June 30, 2022. Attachment 2 contains Contract 2018-121, Amendment 2018-121.1 and Amendment 2018-121.2

To date, the City has expended \$129,766 of McNulty Consulting's contract on various development projects, such as initial cannabis Conditional Use Permits (CUPs), Bacara Beach House project, Cox Communications, Kellogg Crossing Ministorage Project, The Grange Substantial Conformity Determination (SCD), and several condition compliance cases and Design Review Board (DRB) projects.

### DISCUSSION:

As needs have arisen, McNulty Consulting completed processing of several current planning cases (CUP, cannabis, telecommunications, etc.) and managed the Bacara Replacement Beach House Project through environmental review and City approvals. McNulty Consulting is currently processing additional planning development cases (Energy Storage GPA-I on Via Jero, Ellwood Storage, and other CUPs, SCDs, DRB projects, and condition compliance) as needs have arisen. McNulty Consulting's services have lessened the burden on Current Planning staff and have helped to accomplish project reviews and case processing in a timely manner. As the City has progressed through the pandemic, staff workloads in Planning & Environmental Review Department have remained high and necessitated continuing the use of a contract planner. This amendment increases the contract by \$50,000 and extends the time period to June 30, 2022, to ensure sufficient funding resources are available to support processing the current and anticipated projects while recently hired new staff comes up to speed. The costs associated with the work done by McNulty Consulting are all paid by developer deposits.

### FISCAL IMPACTS:

The costs associated with McNulty Consulting's contract are supported solely by deposit funds provided by applicants. As such, there is no financial impact to the City and no appropriation is needed.

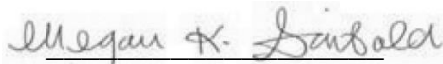
### ALTERNATIVES:

The City Council may elect not to authorize the recommended action and not continue the services provided by McNulty Consulting. Staff would either seek assistance from other consultants or have the tasks performed by existing staff. The latter option would have workload impacts on existing staff.

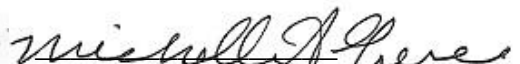
### Reviewed By:

  
Kristine Schmidt  
Assistant City Manager

### Legal Review By:

  
Megan Garibaldi  
City Attorney

### Approved By:

  
Michelle Greene  
City Manager

### ATTACHMENTS:

1. Amendment No. 3 to Professional Services Agreement No. 2018-121
2. Professional Services Agreement No. 2018-121, Amendment 1, and Amendment 2

## **Attachment 1**

Professional Services Agreement Amendment No. 3  
To Agreement 2018-121  
McNulty Consulting

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

This **Amendment No. 3** to the 2018-121 Agreement by and between the **City of Goleta**, a municipal corporation ("City") and **MCNULTY CONSULTING, a Sole Proprietor** ("Consultant") dated December 18, 2018 ("Agreement," Agreement No 2018-121) is made on this 16th day of November 2021.

**SECTION A. RECITALS**

1. This Agreement is for the Professional planning services that shall generally include environmental analysis and case processing/coordination associated land use/development entitlement projects; and

2. The Agreement currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed \$130,000; and

3. The parties desire to amend the Agreement so as to provide for additional compensation in the amount of \$50,000 for continued tasks; and

4. The Agreement currently provides in Section 6 for the termination of the Agreement on December 31, 2021; and

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

6. The Agreement currently provides in Exhibit A-1 entitled "Scope of Work" the complete and particular description of services; and

7. The parties desire to amend Exhibit A-1 by adding additional services as more completely and particularly set forth in the Scope of Work, attached as Exhibit "A-2"; and

8. The Agreement currently provides in Exhibit B entitled "Compensation" the hourly rates; and

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

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

11. 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

12. The City Council approved this Amendment No.3, on this 2nd day of November 2021.

## **SECTION B. 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 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 \$180,000 (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-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 the 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 monthly, 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 six 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-1 "Scope of Work"** with **Exhibit A-2 "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.

5. **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.

6. 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

\_\_\_\_\_  
Bret K. McNulty. McNulty Consulting

**ATTEST:**

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

**APPROVED AS TO FORM:**  
MEGAN GARIBALDI, CITY ATTORNEY

DocuSigned by:  
  
\_\_\_\_\_  
A1B18F896161498  
Winnie Cai, Assistant City Attorney

## **EXHIBIT A-2 SCOPE OF WORK**

CONSULTANT shall provide professional planning services to include the processing of applications for land use/development entitlement projects; condition compliance review; and assisting project planners with their case processing tasks as needed. Case processing shall also be consistent with applicable CITY administrative policies and practices.

CONSULTANT shall conduct site investigations; engage in research; prepare necessary reports, resolutions, environmental analysis; make presentations as direction to the City decision-makers; coordinate with necessary Resource Agencies including the California Coastal Commission, coordination necessary environmental and/or on-going permit condition compliance; attend meetings; and identify problems and solutions in the course of conducting case processing.

CONSULTANT shall provide information to CITY staff, applicant (and its agents), agency representatives, and the public.

CONSULTANT shall manage data, records, and case files and other tasks and responsibilities as determined necessary.



## EXHIBIT B-1 SCHEDULE OF FEES

| <b><u>Position/Technical Staff</u></b>       | <b><u>Labor Rates</u></b> |
|--|---------------------------|
| <b><i>Senior Planner Project Manager</i></b> | <b><i>\$137/hour</i></b>  |
| <b><i>Associate</i></b>                      | <b><i>\$112/hour</i></b>  |
| <b><i>Assistant</i></b>                      | <b><i>\$102/hour</i></b>  |
| <b><i>Analyst</i></b>                        | <b><i>\$ 82/hour</i></b>  |
| <b><i>Technical Subconsultants</i></b>       | <b><i>Cost and 5%</i></b> |

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Labor rates include all direct and indirect labor expenses, transportation, cell phone, and computer costs. Staff rates, other than the Senior Project Manager, are included should the City approve of the use of other staff depending on the scope of the project. Other staff and subconsultant resumes will be provided at the time of project proposal submittal.

Upon request, as discussed in the statement of qualifications, McNulty Consulting selects and contracts with local and regional resource experts at cost plus an administrative charge of 5% of the subconsultant contract to a maximum of \$1,800 per contract to cover coordination, accounting, and invoicing costs.

## **Attachment 2**

Professional Services Agreement No. 2018-121,  
Amendment 1, and Amendment 2  
McNulty Consulting

**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN THE CITY OF GOLETA AND  
McNULTY CONSULTING**

This AGREEMENT FOR PROFESSIONAL SERVICES (herein referred to as "AGREEMENT") is made and entered into this 18<sup>th</sup> day of December 2018, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **McNULTY CONSULTING**, a Sole Proprietor (herein referred to as "CONSULTANT").

**WHEREAS**, the CITY has a need for professional planning services for Current Planning Services to process on-going and anticipated land use/development entitlement projects; and

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

**WHEREAS**, the CITY noticed a request for qualifications for professional services through a competitive bid process and established a list of seven qualified firms of which McNulty Consulting was included; and

**WHEREAS**, the City previously engaged the services of Bret McNulty, proprietor of CONSULTANT for Current Planning services for processing of the Ritz Carlton, Bacara Beach House Emergency Permit Project and other Planning and Environmental Review projects; and

**WHEREAS**, the CONSULTANT was recommended for award based on professional expertise in zoning and local coastal planning issues and previous work experience completed for the CITY and;

**WHEREAS**, the City Council, on this 18<sup>th</sup> day of December, 2018, approved this AGREEMENT and authorized the City Manager to execute the AGREEMENT.

CITY and CONSULTANT agree as follows:

**1. RETENTION AS CONSULTANT**

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

## **2. DESCRIPTION OF SERVICES**

The services to be performed by CONSULTANT are as follows:

Professional planning services that shall generally include environmental analysis and case processing/coordination associated land use/development entitlement projects as more particularly set forth in the Scope of Work, attached as Exhibit "A" and incorporated herein.

## **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 \$75,000 (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 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 monthly, 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 by CITY Project Manager and CONSULTANT. Unless CITY and CONSULTANT have agreed in writing before the performance of extra services, no liability and no right to claim compensation for such extra services or expenses shall exist. The applicable hourly rates for extra services shall be at the hourly rates set forth in the compensation exhibit. Any compensation for extra services shall be part of the total compensation and shall not increase the not to exceed amount identified in Section 3.

**5. CITY PROJECT MANAGER AND SERVICES BY CITY**

The services to be performed by CONSULTANT shall be accomplished under the general direction of, and coordinate with, CITY's "Project Manager", as that staff person is designated by CITY from time to time, and who presently is Lisa Prasse, 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, 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 by December 31, 2019.

**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. Bret McNulty is deemed to be specially experienced and is the 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'S Project Manager /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**

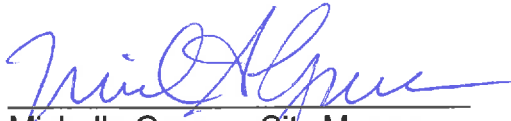
Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

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


TO CONSULTANT: Attention: Bret McNulty, McNulty Consulting  
3905 State Street, Suite 7, Box 181  
Santa Barbara, CA 93105

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

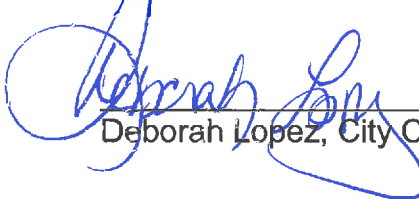
**CITY OF GOLETA**

  
Michelle Greene, City Manager

**CONSULTANT**

  
Bret McNulty, McNulty Consulting

**ATTEST**

  
Deborah Lopez, City Clerk

**APPROVED AS TO FORM**

  
Winnie Cai, Assistant City Attorney

## **Exhibit A Scope of Work**

Professional planning services to be provided by the Consultant shall include processing of application(s) for land use/development entitlement projects and preparing environmental documents under applicable local, state, and federal planning and environmental regulations and policies. Case processing shall also be consistent with applicable CITY administrative policies and practices.

CONSULTANT shall: conduct site investigations; engage in research; prepare necessary reports, resolutions, environmental analysis; make presentations as direction to the City decision-makers; coordinate with necessary Resource Agencies including the California Coastal Commission, coordination necessary environmental and/or on-going permit condition compliance; attend meetings; and identify problems and solutions in the course of conducting case processing.

CONSULTANT shall provide information to CITY staff, applicant (and its agents), agency representatives, and the public.

CONSULTANT shall manage data, records, and case files and other tasks/responsibilities as determined necessary.

## Exhibit B Schedule of Fees

| Position/Technical Staff       | Labor Rates |
|--------------------------------|-------------|
| Senior Planner/Project Manager | \$137       |
| Associate                      | \$112       |
| Assistant                      | \$102       |
| Analyst                        | \$82        |
| Technical Subconsultants       | Cost and 5% |

*Labor rates include all direct and indirect labor expenses, transportation, cell phone and computer costs. Staff rates, other than the Senior Project Manager, are included should the City approve of the use of other staff depending on the scope of the project. Other staff and subconsultant resumes will be provided at the time of project proposal submittal.*

*Upon request, as discussed in the statement of qualifications, McNulty Consulting selects and contracts with local and regional resource experts at cost plus an administrative charge of 5% of the subconsultant contract to a maximum of \$1,300 per contract to cover coordination, accounting, and invoicing costs.*

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

This **Amendment No. 1** to a PROFESSIONAL SERVICES AGREEMENT by and between the **City of Goleta**, a municipal corporation ("City") and **McNulty Consulting**, a Sole Proprietor ("Consultant") dated December 18, 2018 ("Agreement," Agreement No. 2018-121) is made this 3rd day of December 2019.

**RECITALS**

**WHEREAS**, the services to be performed in the original agreement by CONSULTANT is for professional planning services for Current Planning Services to process on-going and anticipated land use/development entitlement projects; and

**WHEREAS**, this Agreement is for the continuing planning services for Current Planning Services for processing of the Ritz-Carlton Bacara Beach House Replacement Project, previously under a separate agreement (Agreement No. 2016-112) and other Planning and Environmental review projects; and

**WHEREAS**, Agreement No. 2018-121 between City and Consultant currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed \$75,000; and

**WHEREAS**, the parties desire to amend Agreement No. 2018-121 so as to provide for additional compensation in the amount of fifty-five thousand (\$55,000) for continued planning services; and

**WHEREAS**, Agreement No. 2018-121 between City and Consultant currently provides in Section 6 for the termination of Agreement on December 31, 2019; and

**WHEREAS**, the parties desire to amend Agreement No. 2018-121 so as to extend the Agreement to June 30, 2021; and

**WHEREAS**, the parties desire to amend Agreement No. 2018-121 so as to amend Scope of Work as set forth in Exhibit A-1; 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. 1, on this 3rd 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 \$55,000 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 \$130,000 (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 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. 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 eighteen (18) 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. 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. **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.1 has been executed by the parties effective on the date and year first above written.

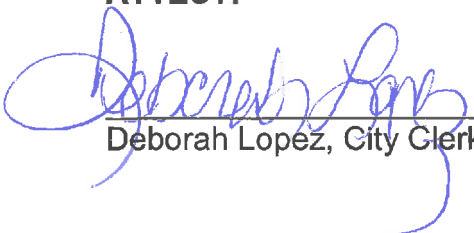
**CITY OF GOLETA**

  
Michelle Greene, City Manager

**CONSULTANT**

  
Bret McNulty, McNulty Consulting

**ATTEST:**

  
Deborah Lopez, City Clerk

**APPROVED AS TO FORM**

  
Winnie Cai, Assistant City Attorney

## **EXHIBIT A-1 SCOPE OF WORK**

CONSULTANT shall provide professional planning services to include processing of application(s) for land use/development entitlement projects, including but not limited to the Ritz-Carlton Bacara Beach House Replacement Project, and preparing environmental documents under applicable local, state, and federal planning and environmental regulations and policies. Case processing shall also be consistent with applicable CITY administrative policies and practices.

CONSULTANT shall conduct site investigations; engage in research; prepare necessary reports, resolutions, environmental analysis; make presentations as direction to the City decision-makers; coordinate with necessary Resource Agencies including the California Coastal Commission, coordination necessary environmental and/or on-going permit condition compliance; attend meetings; and identify problems and solutions in the course of conducting case processing.

CONSULTANT shall provide information to CITY staff, applicant (and its agents), agency representatives, and the public.

CONSULTANT shall manage data, records, and case files and other tasks and responsibilities as determined necessary.

## Exhibit B Schedule of Fees

| Position/Technical Staff       | Labor Rates |
|--------------------------------|-------------|
| Senior Planner/Project Manager | \$137       |
| Associate                      | \$112       |
| Assistant                      | \$102       |
| Analyst                        | \$82        |
| Technical Subconsultants       | Cost and 5% |

*Labor rates include all direct and indirect labor expenses, transportation, cell phone and computer costs. Staff rates, other than the Senior Project Manager, are included should the City approve of the use of other staff depending on the scope of the project. Other staff and subconsultant resumes will be provided at the time of project proposal submittal.*

*Upon request, as discussed in the statement of qualifications, McNulty Consulting selects and contracts with local and regional resource experts at cost plus an administrative charge of 5% of the subconsultant contract to a maximum of \$1,300 per contract to cover coordination, accounting, and invoicing costs.*



Project Name: Planning Services-Developer Accounts

2018-121.2

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

This **Amendment No. 2** to the Professional Services Agreement by and between the **City of Goleta**, a municipal corporation ("City") and **McNULTY CONSULTING**, a Sole Proprietor ("Consultant") dated December 18, 2018 ("Agreement," Agreement No. 2018-121) is made on this 1st day of July, 2021.

**SECTION 1. RECITALS**

A. This Agreement is for the Professional planning services that shall generally include environmental analysis and case processing/coordination associated land use/development entitlement projects; and

B. The Agreement currently provides in Section 6 for the termination of the Agreement on June 30, 2021; and

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

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

E. 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

F. The City Manager approved this Amendment No. 2, on this 1st day of July, 2021.

**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.

City of Goleta  
PER and Storrer Environmental Services  
Amendment No. 2 to Agreement No. 2018-121  
Page 1 of 3

**Project Name: Planning Services-Developer Accounts**

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.

**2. Section 31. COUNTERPARTS AND ELECTRONIC/FACSIMILE SIGNATURES**  
of the Agreement is added to include counterparts and electronic/facsimile signatures as follows:


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

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

**Project Name: Planning Services-Developer Accounts**

**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**

DocuSigned by:  
  
DE7CE466308944A...  
Michelle Greene, City Manager

**CONSULTANT**

DocuSigned by:  
  
1E601D9388954DA...  
Bret K. McNulty, Owner  
McNulty Consulting

**ATTEST:**

DocuSigned by:  
  
A3E09F3473CA47E...  
Deborah Lopez, City Clerk

**APPROVED AS TO FORM:**  
MICHAEL JENKINS, CITY ATTORNEY

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

Purchase Order: 20PE032-R1  
Vendor Name: BRETT MCNULTY DBA: MCNULTY CONSULTING  
Vendor Number: 003043  
Vendor Set: 01  
3905 STATE STREET  
SUITE 7181  
SANTA BARBARA, CA 93105  
U.S.A

|             |             |
|-------------|-------------|
| Ordered     | \$55,000.00 |
| Invoiced    | \$29,934.46 |
| Voided      | \$0.00      |
| Variance    | \$0.00      |
| Outstanding | \$25,065.54 |

|                     |               |                                       |                          |             |
|---------------------|---------------|---------------------------------------|--------------------------|-------------|
| General             | Description   | 2018-121.1                            | Less Ellwood Station     | -685.00     |
| Items               | Vendor        | BRETT MCNULTY DBA: MCNULTY CONSULTING | Less Kellogg Crossing    | -4,212.75   |
| Items Distributions | Requisition   |                                       | Less Heritage Ridge CEQA | -479.50     |
| Encumbrances        | Ship To       | 000 - 130 Cremona Dr                  | Less 21-0003-SUB         | -513.75     |
| Notes               | Issued Date   | 7/1/2020                              | Less 21-0019-ZC          | -411.00     |
| PO Notices          | Delivery Date | 6/15/2021                             |                          | \$18,763.54 |
| History             |               |                                       |                          |             |
| Documents           |               |                                       |                          |             |
| User Defined        |               |                                       |                          |             |

Financial Summary

|             | Amount      | Sales Tax | Shipping | Total       | Trade Discount |
|-------------|-------------|-----------|----------|-------------|----------------|
| Ordered     | \$55,000.00 | \$0.00    | \$0.00   | \$55,000.00 | \$0.00         |
| Invoiced    | \$29,934.46 | \$0.00    | \$0.00   | \$29,934.46 |                |
| Voided      | \$0.00      | \$0.00    | \$0.00   | \$0.00      |                |
| Variance    | \$0.00      | \$0.00    | \$0.00   | \$0.00      |                |
| Outstanding | \$25,065.54 | \$0.00    | \$0.00   | \$25,065.54 |                |

Detailed Description

Per December 3, 2019 City Council Meeting Agenda  
20PE032- This PO open for \$55,000.00  
for New Contract NTE Value of \$130,000.00  
Item A.11 - Professional Services Agreement 2018  
-121 Amendment No. 1  
with Brett McNulty Consulting to provide planning  
services in the amount not to exceed \$130,000 with  
the term of the agreement to June 30, 2021.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/23/2021

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).

|  |  |  |  |
|--|--|--|--|
| <b>PRODUCER</b> Risk Strategies Company<br>2040 Main Street, Suite 450<br>Irvine, CA 92614<br><br>www.risk-strategies.com CA DOI License No. 0F06675 |  | <b>CONTACT NAME:</b> Risk Strategies Company<br><b>PHONE (A/C, No, Ext):</b> 949-242-9240 <b>FAX (A/C, No):</b><br><b>E-MAIL ADDRESS:</b> syoung@risk-strategies.com   |  |
| <b>INSURED</b><br>Bret McNulty<br>McNulty Consulting<br>4992 Ponderosa Way<br>Santa Barbara CA 93111   |  | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> Tokio Marine Specialty Insurance Company<br><b>INSURER B:</b> Valley Forge Insurance Company<br><b>INSURER C:</b><br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> |  |
|  |  | <b>NAIC #</b><br>23850<br>20508  |  |

## COVERAGES

**CERTIFICATE NUMBER:** 61351815

**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"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | PPK2161143<br><br><b>APPROVED 6/22/21 ME</b><br><br>6/29/2021 | 7/18/2020               | 7/18/2021               | EACH OCCURRENCE \$ \$1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ \$100,000<br>MED EXP (Any one person) \$ \$10,000<br>PERSONAL & ADV INJURY \$ \$1,000,000<br>GENERAL AGGREGATE \$ \$2,000,000<br>PRODUCTS - COMP/OP AGG \$ \$2,000,000<br>\$ |
| A        | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY  |                                     |                                     | PPK2161143  | 7/18/2020               | 7/18/2021               | COMBINED SINGLE LIMIT (Ea accident) \$ \$1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$   |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED <input type="checkbox"/> RETENTION \$  |                                     |                                     |   |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$  |
| B        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N <input type="checkbox"/>        | <input checked="" type="checkbox"/> | 6024896574  | 7/18/2020               | 7/18/2021               | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ \$1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ \$1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ \$1,000,000   |
| A        | Professional Liability   |                                     |                                     | PPK2161143  | 7/18/2020               | 7/18/2021               | Per Claim: \$1,000,000<br>Aggregate: \$2,000,000  |

**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 including but not limited to Planning Services.  
 City of Goleta, its employees, officials, agents and member agencies are named as additional insured and primary/non-contributory applies to the general liability and a waiver of subrogation applies to the general liability and work comp policies-see attached endorsements.  
 Professional Liability Retroactive Date: July 18, 2018.  
 The above policies contain a 30-day notice provision for non-renewal and cancellation, 10-day notice for non-payment of premium.

## CERTIFICATE HOLDER

 City of Goleta  
 130 Cremona Drive, Suite 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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33

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED - BLANKET  
OWNERS, LESSEES OR CONTRACTORS - ONGOING OPERATIONS**

This endorsement modifies and is subject to the insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE  
CONTRACTORS ENVIRONMENTAL COVERAGE**SCHEDULE

| Additional Insured Person(s) or Organization(s)   | Location(s) of Covered Operations  |
|---|--|
| <ol style="list-style-type: none"> <li>Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and</li> <li>Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.</li> </ol> | Those job sites as required in the performance of your work or your contracting operations for the additional insured. |
| If not shown above, information required to complete this endorsement will be shown in the Declarations.  |  |

The following amendments are made to the Commercial General Liability (CGL) and Contractor Environmental Coverage (CEC) insurance coverages:

**A. Section II – Who Is An Insured** of the CGL Coverage Part and **Section II – Definitions, M.** “Insured” of the CEC Coverage Part are amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal and advertising injury", “loss” or “remediation expense” 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 for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury", "property damage", “loss” or “remediation expense” occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project; or
3. All work defined by “completed operations” of the CEC Coverage Part.

All other policy terms and conditions remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED - BLANKET  
OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies and is subject to the insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE  
CONTRACTORS ENVIRONMENTAL COVERAGE****SCHEDULE**

| <b>Additional Insured Person(s) or Organization(s)</b>  | <b>Location and Description of Completed Operations</b>  |
|---|--|
| <ol style="list-style-type: none"> <li>Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and</li> <li>Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.</li> </ol> | Those job sites as required in the performance of your work or your contracting operations for the additional insured, and the related completed operations. |
| <b>If not shown above, information required to complete this endorsement will be shown in the Declarations.</b>   |  |

The following amendments are made to the CGL and CEC insurance coverages:

**A. Section II - Who Is An Insured** of the CGL Coverage Part and **Section II - DEFINITIONS, M. "Insured"** of the CEC Coverage Part are amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "loss" or "remediation expense" caused, in whole or in part, by "your work" or "your contracting operations" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard" of the CGL Coverage Part and the "completed operations" of the CEC Coverage Part.

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits of Insurance** of the CGL Coverage Part and **Section III – Limits of Insurance and Deductible** of the CEC Coverage Part:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- Required by the contract or agreement; or
- 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 policy terms and conditions remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NON-CONTRIBUTORY - BLANKET**

This endorsement modifies and is subject to the insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE  
PROFESSIONAL LIABILITY COVERAGE  
CONTRACTOR ENVIRONMENTAL COVERAGE**

It is hereby agreed that **COMMON POLICY TERMS AND CONDITIONS Section I. APPLICABLE TO COMMERCIAL GENERAL LIABILITY, CONTRACTORS ENVIRONMENTAL COVERAGE AND PROFESSIONAL LIABILITY COVERAGE FORMS, Paragraph E. Other Insurance** is amended by adding the following paragraph:

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

- (1) The additional insured is a "Named Insured" under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
- (3) Such contract or agreement was executed prior to the date that operations or professional services performed by you first commenced.

All other policy terms and conditions remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF SUBROGATION - BLANKET**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE  
PROFESSIONAL LIABILITY COVERAGE  
CONTRACTORS POLLUTION LIABILITY COVERAGE**

It is hereby agreed that **COMMON POLICY TERMS AND CONDITIONS Section I. APPLICABLE TO COMMERCIAL GENERAL LIABILITY, CONTRACTORS ENVIRONMENTAL COVERAGE AND PROFESSIONAL LIABILITY COVERAGE**, Paragraph **F. Subrogation** is amended by adding the following paragraph:

Notwithstanding the foregoing, we hereby waive our right of subrogation against your client where required by written contract provided that such contract is fully executed prior to the first commencement of operations or services performed by you that are covered by this policy.

All other policy terms and conditions remain unchanged.



**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY**

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**BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS**

This endorsement changes the policy to which it is attached.

It is agreed that **Part One Workers' Compensation Insurance G. Recovery From Others** and **Part Two Employers' Liability Insurance H. Recovery From Others** are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

**PREMIUM CHARGE -**

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is

**Certificate Of Completion**

Envelope Id: 61DD4133560B4171BE36904FAB65DD8B

Status: Completed

Subject: Please DocuSign: McNulty Consulting-Planning Services Entitlement Projects-Routing Sheet.pdf, P...

Source Envelope:

Document Pages: 11

Signatures: 4

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Initials: 10

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kdominguez@cityofgoleta.org

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kdominguez@cityofgoleta.org

**Signer Events**

Peter Imhof

Pimhof@cityofgoleta.org

Security Level: Email, Account Authentication  
(None)**Signature**

Signature Adoption: Pre-selected Style

Using IP Address: 98.185.222.234

**Timestamp**

Sent: 6/23/2021 12:29:44 PM

Viewed: 6/28/2021 11:23:11 AM

Signed: 6/28/2021 11:23:35 AM

**Electronic Record and Signature Disclosure:**

Accepted: 6/28/2021 11:23:11 AM

ID: 66fa67a6-80e9-4c6a-81dc-313ddc2fd258

Monique Estrada

mestrada@cityofgoleta.org

Management Assistant

City of Goleta

Security Level: Email, Account Authentication  
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 107.185.9.156

Sent: 6/28/2021 11:23:38 AM

Viewed: 6/29/2021 11:52:41 AM

Signed: 6/29/2021 11:53:08 AM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Winnie Cai

wcgai@cityofgoleta.org

Security Level: Email, Account Authentication  
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 70.191.90.228

Sent: 6/29/2021 11:53:11 AM

Viewed: 6/30/2021 5:39:47 PM

Signed: 6/30/2021 5:40:15 PM

**Electronic Record and Signature Disclosure:**

Accepted: 6/30/2021 5:39:47 PM

ID: 30d79725-f57b-43cf-a4c6-42c019c08067

Nick Matsumoto

nmatsumoto@cityofgoleta.org

Security Level: Email, Account Authentication  
(None)

Signature Adoption: Uploaded Signature Image

Using IP Address: 72.222.68.205

Sent: 6/30/2021 5:40:17 PM


Viewed: 7/1/2021 8:30:42 AM

Signed: 7/1/2021 8:30:50 AM

**Electronic Record and Signature Disclosure:**

Accepted: 5/11/2020 7:52:17 AM

ID: 677b990d-0837-4b6a-b05d-49dde513e90b

| Signer Events  | Signature   | Timestamp  |
|--|---|--|
| <p>Kim Dominguez<br/>kdominguez@cityofgoleta.org<br/>City of Goleta<br/>Security Level: Email, Account Authentication (None)</p> | <p><br/>Signature Adoption: Pre-selected Style<br/>Using IP Address: 72.222.68.205</p>       | <p>Sent: 7/1/2021 8:30:52 AM<br/>Viewed: 7/1/2021 8:38:41 AM<br/>Signed: 7/1/2021 8:38:48 AM</p>   |
| <b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign   |   |  |
| <p>Bret K. McNulty<br/>bretmc@gmail.com<br/>President<br/>Security Level: Email, Account Authentication (None)</p>               | <p><br/>Signature Adoption: Pre-selected Style<br/>Using IP Address: 98.185.238.205</p>      | <p>Sent: 7/1/2021 8:38:50 AM<br/>Viewed: 7/1/2021 12:41:18 PM<br/>Signed: 7/1/2021 1:11:08 PM</p>  |
| <b>Electronic Record and Signature Disclosure:</b><br>Accepted: 7/1/2021 12:41:18 PM<br>ID: bf77ba6c-1194-4823-b4c8-f6f991eae80e |   |  |
| <p>Michelle Greene<br/>mgreene@cityofgoleta.org<br/>City Manager<br/>Security Level: Email, Account Authentication (None)</p>    | <p><br/>Signature Adoption: Uploaded Signature Image<br/>Using IP Address: 72.222.68.205</p> | <p>Sent: 7/1/2021 1:11:10 PM<br/>Viewed: 7/1/2021 1:19:25 PM<br/>Signed: 7/1/2021 1:20:25 PM</p>   |
| <b>Electronic Record and Signature Disclosure:</b><br>Accepted: 7/1/2021 1:19:25 PM<br>ID: a4e17531-d96b-486a-b4a2-8aad99e904c1  |   |  |
| <p>Deborah Lopez<br/>dlopez@cityofgoleta.org<br/>City of Goleta<br/>Security Level: Email, Account Authentication (None)</p>     | <p><br/>Signature Adoption: Pre-selected Style<br/>Using IP Address: 72.222.68.205</p>     | <p>Sent: 7/1/2021 1:20:27 PM<br/>Viewed: 7/6/2021 10:59:56 AM<br/>Signed: 7/6/2021 11:00:52 AM</p> |
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| In Person Signer Events  | Signature   | Timestamp  |
| Editor Delivery Events   | Status  | Timestamp  |
| Agent Delivery Events  | Status  | Timestamp  |
| Intermediary Delivery Events   | Status  | Timestamp  |
| Certified Delivery Events  | Status  | Timestamp  |
| Carbon Copy Events   | Status  | Timestamp  |
| <p>Mary Chang<br/>mChang@cityofgoleta.org<br/>Security Level: Email, Account Authentication (None)</p>                           | <p></p>  | <p>Sent: 7/6/2021 11:00:55 AM</p>  |
| <b>Electronic Record and Signature Disclosure:</b><br>Accepted: 7/1/2021 5:35:16 PM<br>ID: e3621e78-543f-49f2-a6a5-d4ee3c4a9c56  |   |  |



| Carbon Copy Events   | Status            | Timestamp                  |
|--|-------------------|----------------------------|
| Bret K. McNulty<br>bretmc@gmail.com<br>President<br>Security Level: Email, Account Authentication (None)<br><b>Electronic Record and Signature Disclosure:</b><br>Accepted: 7/1/2021 12:41:18 PM<br>ID: bf77ba6c-1194-4823-b4c8-f6f991eae80e | <div>COPIED</div> | Sent: 7/6/2021 11:00:55 AM |
| Witness Events   | Signature         | Timestamp                  |
| Notary Events  | Signature         | Timestamp                  |
| Envelope Summary Events  | Status            | Timestamps                 |
| Envelope Sent  | Hashed/Encrypted  | 6/23/2021 12:29:44 PM      |
| Certified Delivered  | Security Checked  | 7/6/2021 10:59:56 AM       |
| Signing Complete   | Security Checked  | 7/6/2021 11:00:52 AM       |
| Completed  | Security Checked  | 7/6/2021 11:00:55 AM       |
| Payment Events   | Status            | Timestamps                 |
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If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact City of Goleta:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [dlopez@cityofgoleta.org](mailto:dlopez@cityofgoleta.org)

### **To advise City of Goleta of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [dlopez@cityofgoleta.org](mailto:dlopez@cityofgoleta.org) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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- ii. send us an email to [dlopez@cityofgoleta.org](mailto:dlopez@cityofgoleta.org) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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- Until or unless you notify City of Goleta as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Goleta during the course of your relationship with City of Goleta.