Santa Barbara Community College District  
Santa Barbara City College  
721 Cliff Drive  
Santa Barbara, California 93109

Attn: Mr. Don Trent, Director of Facility Planning

Ref: Santa Barbara City College Library-Media Center

Subj: Revised Consultation Proposal, 9 July 1975

Dear Mr. Trent:

The following revised contract reflects the changes recommended by the County Counsel and your office. The form is similar to the previous proposal.

CONSULTATION CONTRACT

This Contract, made as of the day of 1975, by and between the SANTA BARBARA COMMUNITY COLLEGE DISTRICT, having a place of business at 721 Cliff Drive, Santa Barbara, California (hereinafter called the "DISTRICT"), and EDUCATIONAL DESIGN CONSULTANTS, a proprietorship, having a place of business at 900 Knollwood Drive, Montecito, California (hereinafter called "EDUCATIONAL DESIGN CONSULTANTS"),

WITNESSETH THAT:

Whereas, EDUCATIONAL DESIGN CONSULTANTS is a planning and design consultant, and equipment and furnishings specifier of numerous educational projects including certain specializations in Library-Media Centers;

Whereas, the DISTRICT is desirous of employing EDUCATIONAL DESIGN CONSULTANTS in the capacity of planning consultant and equipment and furnishings specifier for the above-referenced project.

NOW, THEREFORE, in consideration of the foregoing and the mutual undertakings of the parties as hereinafter provided, it is agreed as follows:

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I. SCOPE

The intent of the Agreement is to have EDUCATIONAL DESIGN CONSULTANTS provide the preliminary project planning including the preparation of the Project Planning Guide (P. P. G.) and the Facility Program.

II. SERVICES

EDUCATIONAL DESIGN CONSULTANTS shall provide the following services necessary and incidental to completion of the project, within the scope of this Contract, aforementioned.

PRELIMINARY PROJECT PLANNING

1. Supply the DISTRICT with:
   a. Analysis of present educational resources and uses and, in conjunction with the DISTRICT’s studies and philosophies, forecast future needs relative to the new facility.
   b. Educational program and objectives for the proposed new facility.
   c. Facility philosophy and the proposed Facility Program documents as approved by the DISTRICT.
   d. Estimated Group II furnishings and equipment budget as required for the P. P. G.

2. EDUCATIONAL DESIGN CONSULTANTS shall be available for necessary consultation meetings on this project with the DISTRICT administration to determine the project requirements. There shall not be a limit to the number of consultations with the DISTRICT administration, College staff and faculty, master plan architect, executive architect, or other consultations prior to the acceptance and approval of the P. P. G. by the DISTRICT.
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3. EDUCATIONAL DESIGN CONSULTANTS shall be available for all meetings with the California Community Colleges (CCC) Chancellors Office, as required by the DISTRICT in support of the P.P.G., and shall provide any necessary consultation required for revisions of the P.P.G. as recommended by the CCC or the DISTRICT.

4. EDUCATIONAL DESIGN CONSULTANTS shall provide one (1) master document, suitable for reproduction and two duplicate copies for distribution for the following documents:

   a. Analysis of present educational resources and uses with forecast.

   b. Educational program and objective for the proposed facility.

   c. Facility Philosophy and Program

   d. Estimated Group II furnishings and equipment budget.

III. DUTIES OF EDUCATIONAL DESIGN CONSULTANTS

EDUCATIONAL DESIGN CONSULTANTS shall provide to the DISTRICT, for review and revision, all recommendations for programs and designs.

IV. PRODUCT DESIGN ROYALTIES

It is understood and agreed that if any items specified are those that EDUCATIONAL DESIGN CONSULTANTS or its associates, consultants and employees have designed and on which EDUCATIONAL DESIGN CONSULTANTS, its associates, consultants or employees are entitled to royalties or other payments from manufacturers, EDUCATIONAL DESIGN CONSULTANTS shall deduct the amount of such royalties or payments, from the amounts otherwise due EDUCATIONAL DESIGN CONSULTANTS pursuant to this Contract, or shall have such royalties and payments made payable directly to THE DISTRICT from the manufacturer, as instructed by the DISTRICT.
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V. TOTAL COMPENSATION

The total amount of net payment to EDUCATIONAL DESIGN CONSULTANTS from the DISTRICT for all the services herewithin, exclusive of approved additional costs under the terms of this contract, shall be Eight Thousand Six Hundred and Fifty Dollars ($8,650.00). A Five Hundred Dollars ($500.00) deposit, payable upon execution of this contract, shall be deducted from the last invoice to the DISTRICT.

VI. INVOICES AND PAYMENTS

The following net payments for the Preliminary Project Planning Phase shall be payable at the completion of the following segments:

<table>
<thead>
<tr>
<th>Segment</th>
<th>Percent</th>
<th>Amount</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Analysis of present resources</td>
<td>8%</td>
<td>$692.00</td>
<td>$692.00</td>
</tr>
<tr>
<td>B. Educational program and objectives</td>
<td>10%</td>
<td>865.00</td>
<td>1557.00</td>
</tr>
<tr>
<td>C. Facility Philosophy and Facility Program documents</td>
<td>66%</td>
<td>5709.00</td>
<td>7266.00</td>
</tr>
<tr>
<td>D. Estimated Group II furnishings and equipment budget</td>
<td>6%</td>
<td>519.00</td>
<td>7785.00</td>
</tr>
<tr>
<td>Completion of P. P. G. by DISTRICT</td>
<td>10%</td>
<td>865.00</td>
<td>8650.00</td>
</tr>
</tbody>
</table>

Contract deposit terms shall be as above, Paragraph V.

Reproduction of documents, in addition to those specified herewithin and College-approved costs of typography and other services on a basis of actual invoices shall be charged, in addition to the agreed net maximum fee.
VII. TERMINATION

This contract shall be null and void upon receipt of a letter of termination by certified mail from the DISTRICT to EDUCATIONAL DESIGN CONSULTANTS, without cause, at any time. EDUCATIONAL DESIGN CONSULTANTS shall be paid through the phase at which it is currently working, as determined in Section V, and at the completion of that phase or immediately, as instructed by the DISTRICT, provide the DISTRICT with copies of all drawings, documents, correspondence and other information related to the project.

VIII. ADDENDUMS

This contract with its Eight (8) Sections contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or bind any of the parties hereto.

SANTA BARBARA COMMUNITY COLLEGE DISTRICT

By ____________________________ (Authorized Contracting Officer)

DATED: ________________________

EDUCATIONAL DESIGN CONSULTANTS

By ___________________________ Frank Messano

DATED: ________________________