



TO: Mayor and Councilmembers

FROM: Charles W. Ebeling, Public Works Director

CONTACT: George Thomson, Parks and Open Space Manager

SUBJECT: Ellwood Mesa Monarch Butterfly Habitat Management Plan Update and Amendments to Professional Design Services Agreements (Project No. 9112).

RECOMMENDATION:

- A. Receive a status update on the Ellwood Mesa Monarch Butterfly Habitat Management Plan;
- B. Approve and authorize the City Manager to execute Amendment No. 1 to Agreement 2021-057 with RRM Design Group for landscape architecture, civil engineering, graphic design, and project management assistance, increasing the contract amount by \$233,400 for a new total not-to-exceed amount of \$421,400 and with a termination date of June 30, 2025;
- C. Approve and authorize the City Manager to execute Amendment No. 1 to Agreement 2021-056 with Althouse and Meade, Inc., for butterfly aggregation site assessments and habitat enhancement recommendations, increasing the contract amount by \$261,754 for a new total not-to-exceed amount of \$506,754 and with a termination date of June 30, 2025; and
- D. Authorize the City Manager to execute Amendment No. 1 to Agreement 2021-063 with Rincon Consultants, Inc., for biologist, arborist, and permitting services, increasing the contract amount by \$566,511 for a new total not-to-exceed amount of \$724,511 and with a termination date of June 30, 2025.

BACKGROUND:

On March 19, 2019, City Council adopted the Ellwood Mesa/Sperling Preserve Open Space Monarch Butterfly Habitat Management Plan (MBHMP). The plan is a comprehensive, programmatic approach to management, enhancement, and monitoring of the monarch butterfly seasonal aggregation areas and supporting habitats at the Ellwood Mesa Open Space. The MBHMP outlines various programs intended to maintain

and improve habitat conditions to ensure long-term viability of the monarch butterfly population, while allowing for coastal access, natural history education, compatible recreational opportunities, and improvement of public safety.

On June 15, 2021, City Council approved professional service agreements with RRM Design Group, Rincon Consultants, and Althouse and Meade to provide technical expertise, permitting assistance, and construction plans to implement the MBHMP. The technical team has completed extensive habitat mapping, regulatory agency permit applications, critical infrastructure improvement designs, and habitat enhancement plans. Currently, the team is focused on community outreach and completing the Coastal Development Permit (CDP) application necessary to gain approval from the California Coastal Commission (Coastal Commission) to proceed with work. Community input on the plan and the CDP application will be presented to the City Council for review in early fall, once an additional public workshop and site tour can be held and the draft CDP application, including preliminary plans and specifications, are complete.

At the June 15, 2021 meeting, City Council also authorized City staff to submit a CDP application to the Coastal Commission for a five-year de minimis waiver to allow for ongoing maintenance work identified in the adopted MBHMP. A major component of the proposed maintenance work addresses vegetation management with a focus on reducing the fire risk to the community and sensitive habitats posed by dead eucalyptus trees, annual grasses, and other vegetative fuels. This work is guided by the adopted Community Wildfire Protection Plan. The permit waiver application is currently being reviewed by Coastal Commission staff. On-the-ground work to reduce fuel loads is expected to begin in late August. Onsite signage and public outreach will be performed in advance of any work. Biological surveys for sensitive wildlife resources will also be conducted prior to and during work.

Outreach for the project includes presentations to the Parks and Recreation Commission, the Public Tree Advisory Commission, the Design Review Board; onsite community outreach events and site tours; focused outreach to environmental groups and HOAs; and coordination with resource agencies and utility providers. Two community outreach events were held on July 7 and 9. The events featured descriptions of the project elements and a walking tour of the site. Attachment 1 includes the project outreach boards on display at the events. Additional outreach for the project will continue as the engineering and landscape designs progress, including more public workshops and site tours.

DISCUSSION:

During the past year, the project team completed the conceptual design for habitat enhancements and critical infrastructure improvements. The team also developed a systematic approach to mapping vegetative fuel loads, protected wetlands, monarch butterfly habitat, and other existing site features within the approximately 90-acre MBHMP coverage area. These maps form the basis of the conceptual habitat enhancement designs and more advanced engineering designs. In addition, a vegetative fuels maintenance plan and maps were completed that are currently being reviewed by Coastal

Commission staff as part of the CDP de minimis waiver permit application previously approved by City Council. The next steps for the project include additional public outreach, completing the CDP application that covers enhancement of the Monarch Butterfly Main Grove area, trail and creek crossing improvements (footbridges), and infrastructure improvements at the Santa Barbara Shores Drive entrance and Devereux Creek culvert replacement. Pending City Council and Coastal Commission approval of the CDP, issuance of permits from various regulatory agencies, and award of a public works construction bid process, the major enhancement work will be performed in summer 2023.

The project team is currently organizing another public workshop and site tour. The event will take place in September and the latest design plans will be on display with the project team guiding the discussion. Input received from the community will be presented to City Council in October when the draft CDP application is complete and ready for City Council review. Pending City Council approval of the CDP application, the Coastal Commission will review the project in Spring 2023.

The proposed contract amendments allow for the project team to continue community outreach, finalize the CDP application, and complete the first phase of project implementation monitoring and reporting. Specific project team member scopes of work are summarized below.

RRM Design Group, Inc.

RRM Design Group is a full-service landscape architecture, planning, and engineering firm that will continue to provide technical expertise with graphics, outreach materials, signage design, and engineering and landscape architecture plans, details, and specifications for bidding and construction. Public Works staff recommends that RRM Design Group (Agreement 2021-057) continue to provide critical assistance with project management, trail planning, a conceptual restoration plan for Devereux Creek, and the interpretive signage program. Public Works Staff recommends Amendment No. 1 to increase the contract authority by \$233,400 for a new contract authority total not-to-exceed \$421,400, with a current termination date of June 30, 2025 (Attachment 2).

Althouse and Meade, Inc.

Althouse and Meade, led by monarch butterfly expert Daniel Meade, PhD, has served as the leading scientific advisor during the development of the City's MBHMP. Dr. Meade and his team have provided critical expertise in the design of monarch butterfly habitat improvements at Ellwood. Specifically, Althouse and Meade has detailed tree size and counts, forest canopy structure, dead/alive tree status, and wind and sunlight infiltration into the aggregation areas to inform the landscape plans, vegetative fuels maintenance plans, and longer-term site maintenance requirements. Public Works staff recommends that Althouse and Meade, Inc (Agreement 2021-056) continue to provide science-based recommendations to protect and enhance monarch sites at Ellwood; assistance with project outreach and community engagement events; site monitoring, research, and adaptive management; and specific recommendations for tree planting locations during

construction to maximize benefits to monarch butterflies. Public Works Staff recommends amendment #1 to increase the contract authority by \$261,754 for a new total not-to-exceed amount of \$506,754, with a current termination date of June 30, 2025 (Attachment 3).

Rincon Consultants, Inc.

Rincon Consultants provides a range of technical assistance in the areas of permit applications and reporting, botanical surveys, certified arborist services, native plant restoration planning, data management, technical writing, wetland jurisdictional mapping, and bid support during the implementation phases. During the next phase of the project, Rincon Consultants will be primarily responsible for permit applications to the Coastal Commission, Army Corps of Engineers, Regional Water Quality Control Board, California Department of Fish and Wildlife, and City of Goleta. Rincon will also be providing onsite construction monitors and archeological and cultural monitor coordination. Lastly, Rincon provides biologists to perform the bi-monthly monarch butterfly population counts during the overwintering season at Ellwood. Public Works Staff recommends Agreement 2021-063 amendment #1 to increase the contract authority by \$566,511 for a new contract authority total not-to-exceed \$724,511, with a current termination date of June 30, 2025 (Attachment 4).

FISCAL IMPACTS:

There is sufficient funding in the existing budget, therefore no additional budget appropriation for this action is required. All currently proposed work at the Ellwood Mesa Monarch Butterfly Grove is eligible for reimbursement from the California Coastal Conservancy's \$3.9 million grant to the City. A grant extension authorized by the California Coastal Conservancy allows the City to expend the grant funds through February 2025. After that time, ongoing maintenance work and future capital improvements will need to be funded by other sources, potentially including the City's General Fund and currently unidentified and unsecured grants.

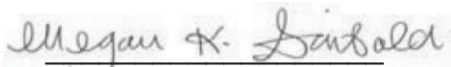
ALTERNATIVES:

City Council can choose to not amend the existing professional service agreements. However, the technical services provided by the consultant team are necessary to advance the habitat and critical infrastructure enhancement plans, complete the CDP application, and provide regulatory agency permit monitoring and reporting. A request for proposal process to solicit an alternative technical team could delay the project by nine months or more, further tightening the grant performance timeline.


Reviewed By:


Kristine Schmidt
Assistant City Manager

Legal Review By:


Megan Garibaldi
City Attorney

Approved By:


Michelle Greene
City Manager

ATTACHMENTS:

1. Ellwood Mesa Monarch Grove Outreach Boards July 2022
2. Amendment No. 1 to Agreement 2021-057 with RRM Design Group
3. Amendment No. 1 to Agreement 2021-056 with Althouse and Meade, Inc.
4. Amendment No. 1 to Agreement 2021-063 with Rincon Consultants, Inc.
5. Agreement 2021-057 with RRM Design Group (Available Online Only)
6. Agreement 2021-056 with Althouse and Meade, Inc. (Available Online Only)
7. Agreement 2021-063 with Rincon Consultants, Inc. (Available Online Only)

ATTACHMENT 1

Ellwood Mesa Monarch Grove Outreach Boards July 2022

ELLWOOD MESA MONARCH BUTTERFLY GROVE

GOLETA, CA

Remove Dead Wood to Reduce Fire Risk



Grazing to Reduce Fire Risk



Use Equipment to Reduce Fire Risk



Dead Wood Overview of Ellwood Mesa Eucalyptus Groves



100' Fire Grid Zone Map



COMMUNITY WILDFIRE PROTECTION PLAN

Prescriptive Guidance for Butterfly Aggregation Areas

Location →	Primary Defense Zone (A)** (0 - 30')	Fuel Reduction Zone (B)** (30' - 100')
Fuel Type ↓	Based on Defensible Space PRC - 4291 and Firefighter Safety	
Grass Forbs	Reduce fuel depth to 4 inches; methods include mowing, mulching, weed-wacking, biological browsing.	Same treatment as (A); longer grass in isolated open areas is acceptable.
Surface dead-down material	Clear dead-down flammable materials; methods include mowing, hand-pulling removal; mulching; chipping/debris removal.	Reduce dead-down flammable material to < 2" depth; methods same as (A).
Brush/Shrub fuel	Remove to a spacing (between edges of brush) generally 10-15 ft. Methods include mowing, mulching, biological browsing.	Same treatment as (A); a pocket or clump of brush can be treated as one large shrub in more open site conditions.
Trees Overstory without brush understory	Trim or thin only trees that do not provide protection to understory. Methods include mowing, mulching, biological browsing.	Trim or thin only trees that do not provide protection to understory. Methods include mowing, mulching, biological browsing.
Trees Overstory with brush understory	Trim or thin only trees that do not provide protection to understory. Methods include mowing, mulching, biological browsing.	Trim or thin only trees that do not provide protection to understory. Methods include mowing, mulching, biological browsing.

**As determined by the Goleta City Project Manager overseeing mitigation work in consultation with a City approved monarch butterfly specialist and a City approved wildland fire specialist.
***As determined by the Goleta City Project Manager and Goleta City arborist.
****For further information regarding the Monarch Butterfly Aggregation Areas, see Section 6.2.1.

Proposed Access Improvements

- The City proposes to remove dead vegetation and dead trees to reduce risk of wildfire danger to the community
- Sensitive environmental resources will be protected
 - Monarch butterfly overwintering sites
 - Bird nesting sites
 - Wetlands
- Fire risk will be reduced through the removal of dead wood and ladder fuels
- Reduction of fire risk will protect monarch butterfly habitat
- This work will implement the Community Wildfire Protection Plan adopted by City Council in 2012



Dead Wood in Ellwood Main Viewing Area



ELLWOOD MESA

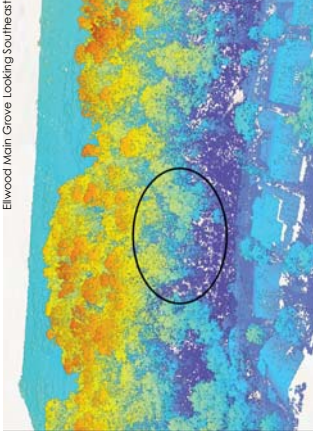
MONARCH BUTTERFLY GROVE

GOLETA, CA



BUTTERFLY HABITAT IMPROVEMENTS

Ellwood Main Wind Gap Modeling



Ellwood Main Grove Looking Northwest

Butterfly Clustering Area Comparison

Inside Clustering Area	Outside Clustering Area
<ul style="list-style-type: none"> Diappled sunlight Wind protection Moderated temperatures and humidity 	<ul style="list-style-type: none"> Lack of shade High winds Less moderated temperatures and humidity



Eucalyptus Species Comparison

Existing	Proposed
<p>river red gum <i>Eucalyptus camaldulensis</i> Drought tolerant</p>	<p>super gum <i>Eucalyptus cladocalyx</i> Drought tolerant</p>
<p>blue gum <i>Eucalyptus globulus</i> Declines due to drought, pest, & disease</p>	<p>kort <i>Eucalyptus diversicolor</i> Drought tolerant</p>



red bark
Eucalyptus sideroxylon
Drought tolerant

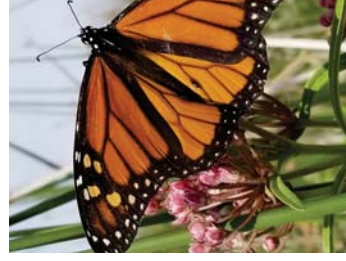
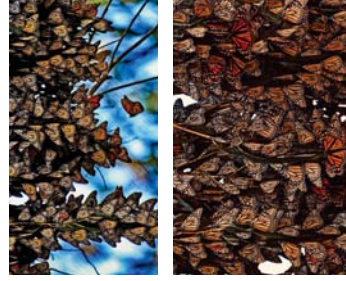
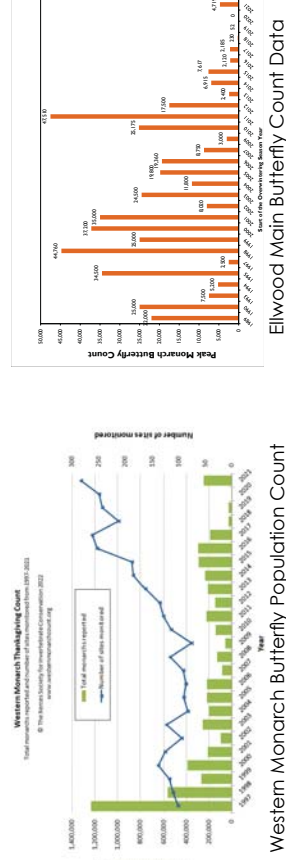
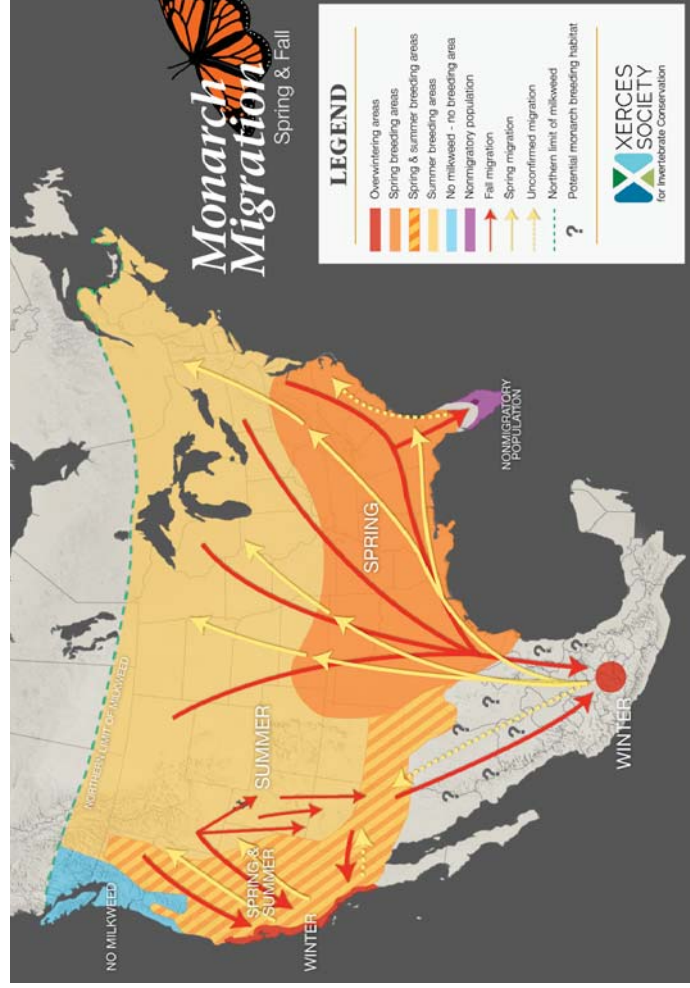
Butterfly Aggregation Site Diagram

MONARCH BUTTERFLY FACTS



ELLWOOD MESA MONARCH BUTTERFLY GROVE

GOLETA, CA



Elwood Monarch Aggregation Site Map



Monarch Butterfly Nectaring Plants



ELLWOOD MESA MONARCH BUTTERFLY GROVE

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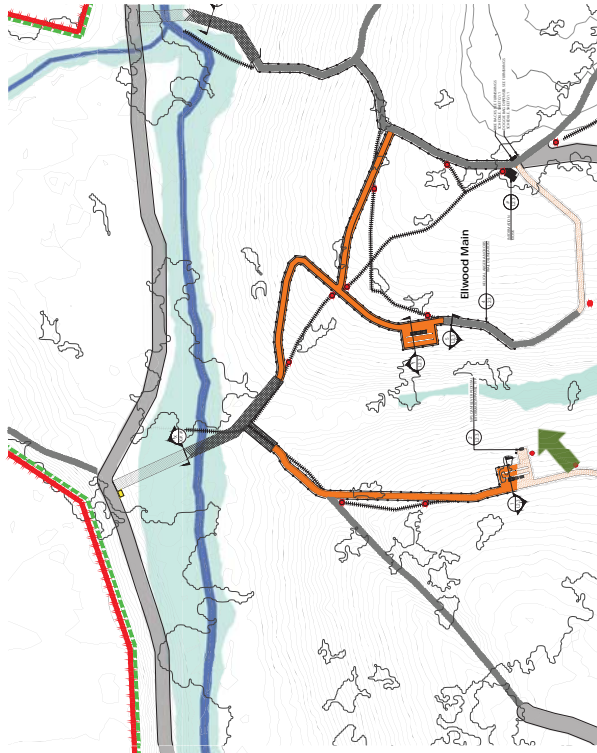
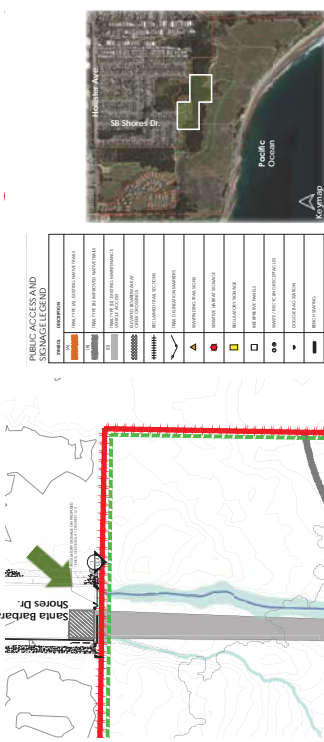


PUBLIC ACCESS IMPROVEMENTS

Proposed Access Improvements

- Install two low-impact pedestrian boardwalks spanning Devereux Creek
- Replace failing culvert crossing at Devereux Creek
- Improve Santa Barbara Shores Dr. entrance for pedestrian, maintenance, and emergency access
- Minor trail improvements to reduce erosion and improve accessibility near Elwood Main aggregation site
- Repair monarch butterfly viewing areas at the Elwood Main aggregation site
- Install wayfinding directional signage
- Install trailhead kiosks with trail maps and informational signage
- Install interpretive signage in key areas throughout the monarch butterfly grove
- Provide doggie bag stations, waste, and recycling bins at key locations

Santa Barbara Shores Drive Entry



Elwood Main Monarch Butterfly Viewing Area



ELLWOOD MESA MONARCH BUTTERFLY GROVE

GOLETA, CA



CREEK RESTORATION

Existing vs Proposed Creek Conditions

Existing	Proposed
<ul style="list-style-type: none"> Non-native invasive plants dominate the habitat No streambed complexity (no pools or snags) Low riparian tree canopy Lack of shade 	<ul style="list-style-type: none"> Native riparian tree canopy Native riparian plants Complex streambed Dappled sunlight



Existing Condition of Creek Corridor



Elwood Main Grove Boardwalk



Platanus racemosa | western sycamore



Populus trichocarpa | black cottonwood



Baccharis salicifolia | mule fat



Quercus agrifolia | coast live oak



Various rush, sedge, and spikerush species



Euthamia occidentalis | western goldenrod



Alnus rhombifolia | white alder



Anemopsis californica | yarrow mania



Artemisia douglasiana | California mugwort



FEMA Flood Map (LOMR 2-1-09-0174P)

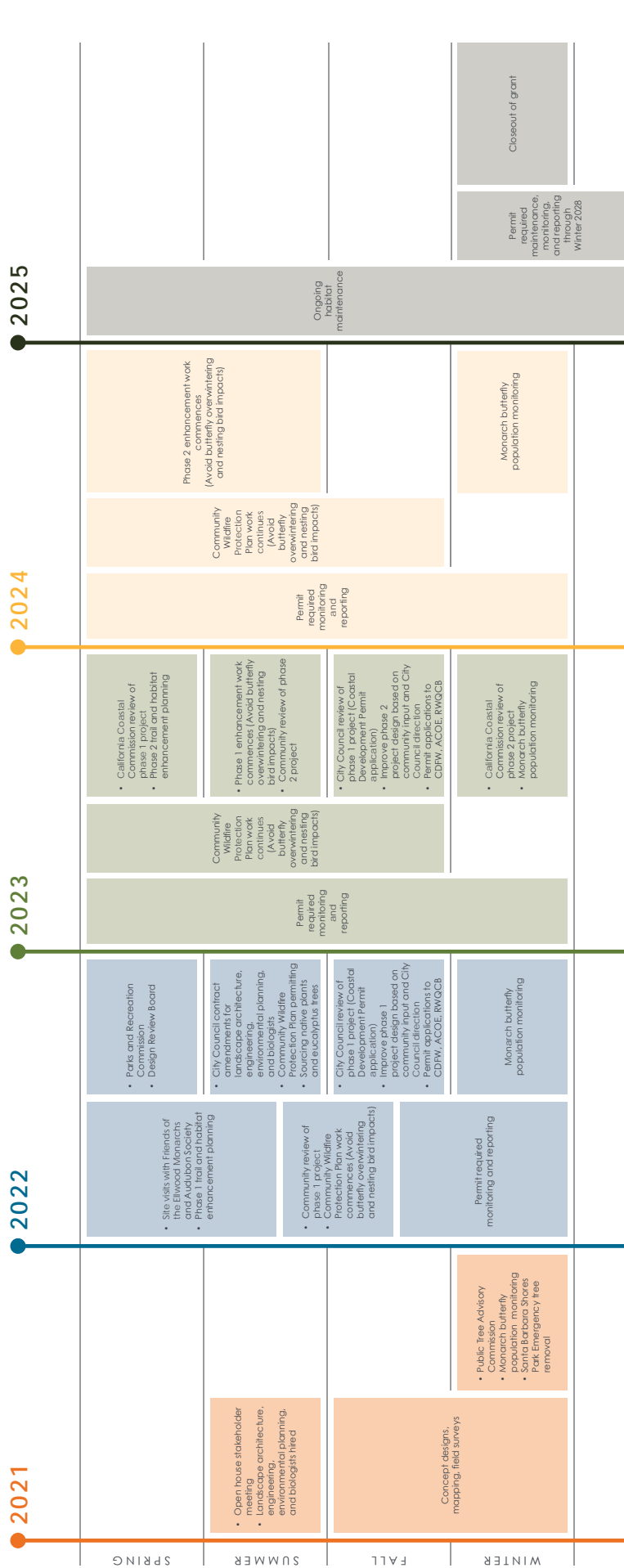


ELLWOOD MESA MONARCH BUTTERFLY GROVE

GOLETA, CA



PROJECT DELIVERY TIMELINE



ATTACHMENT 2

Amendment No. 1 to Agreement 2021-057 with RRM Design Group

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

This **Amendment No. 1** to the 2021-057 Agreement by and between the **City of Goleta**, a municipal corporation ("City") and **RRM DESIGN GROUP** ("Consultant") dated June 15th, 2021 ("Agreement," Agreement No. 2021-057) is made on this 16th day of August, 2022.

SECTION A. RECITALS

1. This Agreement is for professional design services for a comprehensive implementation plan to manage and enhance the Elwood Mesa Monarch Butterfly Habitat Management Plan Area; and
2. The Agreement currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed \$188,000; and
3. The parties desire to amend the Agreement so as to provide for additional compensation in the amount of \$233,400 for continued tasks; and
4. The Agreement currently provides in Exhibit A entitled "Scope of Work" the complete and particular description of services; and
5. The parties desire to amend Exhibit A by adding additional services as more completely and particularly set forth in the Scope of Work, attached as Exhibit "A-1"; and
6. The Agreement currently provides in Exhibit B entitled "Compensation" the hourly rates; and
7. The parties desire to amend Exhibit B of the Agreement to identify the new hourly rates, attached as "Exhibit B-1"; and
8. City Council approved this Amendment No. 1, on this 16th day of August, 2022.

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 \$233,400 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 \$421,400 (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-1," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until June 30, 2025, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager as described in Section 5 (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

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

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

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

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

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

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

CITY OF GOLETA

RRM DESIGN GROUP

Michelle Greene, City Manager

Jeff Ferber, Principal

ATTEST:

Deborah Lopez, City Clerk

Erik Justeen, Chief Executive Officer

APPROVED AS TO FORM:
MEGAN GARIBALDI, CITY ATTORNEY

DocuSigned by:

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Winnie Cai, Assistant City Attorney

Exhibit A-1

Scope of Work

RRM Design Group for Ellwood Mesa Monarch Butterfly Grove Comprehensive Implementation Plan

CONSULTANT shall provide project management assistance and professional landscape architectural services to support the ongoing resource management and enhancement tasks underway by the City of Goleta. The complexity of the Ellwood Mesa Monarch Butterfly Grove requires a diverse approach to address regulatory permitting, community engagement, tree management, trail design, protection of sensitive natural resources, fuel reduction, and other issues outlined in the City's Monarch Butterfly Habitat Management Plan. CONSULTANT provides professional expertise to assist with developing a comprehensive implementation plan that meets the goals and further defines the specific actions outlined in the Monarch Butterfly Habitat Management Plan.

Task A.01 Project Management: Assist City with Project Management, including development of a project management framework to include web-based software, leading project team meeting moderation, and drafting and distribution of team meeting minutes and follow-up items.

Deliverables: Communication with consultant team and City; web-based project management services; Moderation of at least 20 weekly project team meetings and distribution of meeting minutes.

Task A.01a: Supplemental Project Management: CONSULTANT will continue to assist the City with project management of the Ellwood Mesa Monarch Butterfly Habitat Management Plan implementation for a minimum of 52 additional weeks. Tasks will be assigned by the City's project manager and will include developing a project management strategy to facilitate coordination and manage deliverables with the project team using the following strategies:

Project Team Coordination: CONSULTANT will facilitate and administer meetings with the project team on an as-needed basis to coordinate and develop project deliverables. These meetings may include coordination of City, City Consultant's, and CONSULTANT deliverables.

Weekly Project Meeting Moderation: CONSULTANT will moderate weekly project meetings with the project team. Meetings will be hosted using web-based video conferencing software chosen or supplied by the City. Each meeting will be moderated by either the City or CONSULTANT, with each consultant taking responsibility for leading their areas of expertise and responsibilities. CONSULTANT will produce and distribute meeting minutes to the project team for review prior to the next weekly meeting.

On-site Project Meetings: CONSULTANT will participate in on-site project related meetings as needed to facilitate the project. This service will include managing a meeting invite, producing a meeting agenda for each meeting, and participation in the meeting with the project team.

Deliverables:

- Communication with consultants and City (email, video, phone)
- Deliverable coordination and development with City staff and City consultants
- Moderation of fifty-two (52) additional weekly project team meetings
 - o Distribution of meeting minutes after each meeting
- On-site project meetings (up to five [5])

Task A.02 Public Workshops/City Council Approvals: Administer two public workshops (may be virtual), including development and organization of presentation materials, moderation of the workshops, and follow-up surveys. CONSULTANT will also provide project support at City Council meetings, including assistance with presentation materials.

Deliverables: Support materials and surveys for two public workshops and support materials for two City Council meetings.

Task A.02a: Supplemental Public Workshops/Focus Groups CONSULTANT will develop presentation material for two public workshops. Each workshop will focus on a set of issues or topics selected by the City. RRM will use content provided by the City and the project team to develop and organize all presentation material and moderate each workshop. It is assumed that each public workshop will be held at Ellwood Mesa and will be an all-day tabling event to inform the public of the project and project updates.

Additionally, CONSULTANT will represent the project at up to two City Council hearings and one California Coastal Commission hearing. CONSULTANT will support City staff and prepare meeting materials such as a PowerPoint slide show and associated graphic exhibits.

Deliverables:

- Two (2) public workshops
- Two (2) City Council hearings
- One (1) California Coastal Commission hearing

Task B.01 Graphic Design: Provide graphic design for various outreach, permitting, and construction-related publications. Graphic design will aim to provide clear, concise, and scientifically supported explanations of proposed habitat management actions, educational topics for site signage, and other items outlined in the Habitat Management Plan.

Deliverables: Project poster to convey project status updates and additional graphic design support as needed; one draft habitat management plan pamphlet and one final habitat management plan pamphlet.

Task B.01a: Supplemental Graphic Design: CONSULTANT will provide graphic design support to the City, as necessary, for various outreach, permitting, and construction-related publications. A project delivery poster is anticipated that will inform the wider community about key project status updates and the pathway to project implementation. RRM will also develop and design one draft 8.5" x 11" color informational pamphlet outlining key program features of the habitat management plan for the Client's use. Language and formatting will be geared toward residents and incoming contractors to provide a general source of information regarding construction activity in the project area and implementation of the habitat management plan. This scope of service assumes the City, appropriate agency, and stakeholders will provide CONSULTANT with knowledge of, and access to historical and/or cultural images and contextual information, as well as technical and scientific text for the final work product.

Following the staff review of the poster and habitat management plan pamphlet, CONSULTANT will prepare a final draft, incorporating staff and consultant feedback and securing any remaining imagery and permissions from photography/graphics sources, including any imagery that needs purchasing. The costs associated with the acquisition of said imagery will be paid directly by the City.

The pamphlet will focus on the following topics (for example):

- Community Wildfire Protection Plan buffer treatments
- Emergency tree removals (including hazardous trees)
- Fallen tree removals
- Removal of invasive species (other than eucalyptus)
- Implementation of actions in the Integrated Pest Management Program
- Implementation of the Waste Management Program

Deliverables:

- Graphic support – project delivery poster (project status updates) and additional graphic design support as needed
- One (1) draft 8.5" x 11" color habitat management plan pamphlet via PDF
- One (1) final 8.5" x 11" color habitat management plan pamphlet via PDF

Task B.02 Conceptual Public Access Plan: Develop a public access plan and wayfinding signage to clearly define existing public access, access during construction, and any proposed closures and new access ways.

Deliverables: One on-site meeting with City; one draft public access concept plan; one final public access concept plan.

Task B.03 Conceptual Creek Restoration Plan: Design a conceptual creek restoration plan, in conjunction with the project team and regulatory agencies, for the portion of

Devereux Creek within the project site boundaries. The restoration plan will be confined to the riparian corridor and will rely on callouts, descriptions, and photographs to define the conceptual creek restoration plan.

Deliverables: one conceptual creek restoration plan and one final conceptual creek restoration plan.

Task B.04 Ellwood North Aggregation Site Improvement Plans: Finalize landscape plans and construction documents for the Ellwood North Monarch Butterfly Aggregation Site Enhancement, including tree protection plans, planting and irrigation plans and details, technical specifications, and cost estimates.

Deliverables: one site visit; 75% construction documents and construction cost estimate; one final bid set construction documents and construction cost estimate.

Task B.05 Conceptual Interpretive Program: Develop a conceptual interpretive signage program to include signage locations, panel topics, and signage display standards to enhance visitors' understanding and appreciation of the Ellwood Mesa Monarch Butterfly Grove and associated natural history.

Deliverables: content research and acquisition; one draft interpretive program; one final interpretive program.

Task B.06 Coastal Development Permit (CDP) Application Package: Assist with the CDP application package, including providing supporting graphics and compiling and organizing information from other team members into a cohesive permit application.

Deliverables: One draft CDP application package and one final CDP application package.

Task C.01: Comprehensive CDP Application Package – Landscape: RRM will compile information provided by the City, project consultants, and stakeholders into one draft Coastal Development Permit package for the comprehensive implementation plan that focuses on an approximately 60-acre proposed enhancement work area outlined in Attachment A. CONSULTANT will produce a draft of the CDP application package for review by the project team, City staff, and stakeholders. Comments from the review process will be incorporated into the final application package. The final application package will be submitted to the California Coastal Commission for review. This task includes reasonable revisions for up to two rounds of plan check comments from California Coastal Commission staff.

CONSULTANT anticipates the CDP application package will contain the following landscape sheet sets:

Site Plan/Public Access Plan This plan will detail public access routes to be preserved during construction, temporary fencing, pedestrian creek crossings, and temporary and permanent signage locations throughout the work area. CONSULTANT will incorporate

City of Goleta

Amendment No. 1 to Agreement No. 2021-057

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up to five supporting three-dimensional renderings into the submittal package to provide City staff and stakeholders with an idea of the proposed changes in several key areas like the Santa Barbara Shores Drive gated entry, the crossings over Devereux Creek, and the Ellwood Main aggregation site.

Tree Preservation Plan This plan will separate the eucalyptus grove into zones with descriptions of tree protection and removal activities anticipated for each zone. Activities and zones will be provided by the project team and incorporated into this plan.

Planting and Irrigation Plan This plan will indicate areas proposed for planting and irrigation. Hatches will be utilized to differentiate between different planting and irrigation types, and area takeoffs for each zone will be provided in the symbol legend. A preliminary plant palette will be provided by the project team and incorporated into this plan.

Creek Restoration Plan This plan will detail the proposed Devereux Creek restoration work in jurisdictional areas to sufficiently understand the creek restoration limits of work, pedestrian, and vehicular crossings. Twenty scale plan graphics and section/elevations will be utilized to convey design intent for key areas and the creek restoration work area. It is our understanding that only portions of the creek impacted by the installation of a culvert and up to two pedestrian bridges or boardwalks will be included under this scope of work. Proposed work within jurisdictional areas such as planting, proposed changes in topography, and water dissipating features will be provided by the project team and incorporated into this plan.

Deliverables:

- One (1) preliminary CDP application package (City Council)
- One (1) final CDP application package (Coastal Commission)
- Two (2) rounds of revisions based on input from Coastal Commission staff

Task C.02: Comprehensive CDP Application Package – Civil: CONSULTANT Civil Engineering will compile information provided by the City, project team, and stakeholders into one draft Coastal Development Permit package for the comprehensive implementation plan that focuses on a 59-acre proposed enhancement work area outlined in Attachment A. CONSULTANT will incorporate supporting engineering drawings into the submittal package to provide City staff and stakeholders with an idea of the proposed changes in several key areas like the Santa Barbara Shores Drive gated entry, the crossings over Devereux Creek, and the Ellwood Main aggregation site.

Public Access Plan – Santa Barbara Shores Drive This plan will provide the necessary preliminary engineering drawings to support the public access route from Santa Barbara Shores Drive. The entry from Santa Barbara Shores Drive will include a new vehicle entry gate, pedestrian access on both sides of the end of the roadway, and associated drainage improvements. The southerly portion of the entry beyond the edge of the end of the road will include the improvement of the existing roadway and associated drainage features

(swales) on either side of the road. Grading and drainage improvements in this vicinity will improve the drainage features that are required to divert runoff from Santa Barbara Shores Drive while maintaining a safe pedestrian route.

Devereux Creek Culvert Replacement This plan will provide the necessary preliminary engineering drawings to support the replacement of the existing culvert crossing at Devereux Creek. The plan will include the replacement of the existing sixty-inch corrugated metal pipe culvert with a premanufactured open-bottom arch culvert. The roadway over the top and the swales approaching the creek will be addressed with small culverts to allow for adequate pedestrian circulation as well as vehicular access over the culvert.

Ellwood Main Site and Creek Crossing This plan will provide the necessary preliminary engineering drawings to support the upgrades occurring in the vicinity of the main viewing area including the proposed pedestrian crossing over the creek and the landings on either side. Grading will be kept to a minimum however improvements may include small stem walls that are anticipated to be under thirty inches in height to minimize steep slopes in the pedestrian pathways.

Truck Access to Ellwood Main Site This plan will evaluate the request to provide a truck access to the Ellwood main site for minor maintenance and clearing of brush and fallen branches. The access will come from the ocean side of the creek and meander down between trees to a point that can be accessible for maintenance. It is anticipated that a truck no larger than a Ford F250 be required to access the site. The drawings will reflect the minimum road required to adequately serve for maintenance.

Deliverables:

- One (1) preliminary CDP application package (City Council)
- One (1) final CDP application package (Coastal Commission)

Task D.01: Topographic and Boundary Surveying Support: RRM will perform limited topographic and boundary surveying and mapping as required by the design team/Client to assist in documenting possible boundary encroachments of adjacent property owners or tenants. Due to the uncertain scope of this task, we propose a maximum of ten field days for boundary work and topographic surveying and ten office days for boundary research and topographic mapping. It is anticipated that no boundary monumentation will be required to be set as part of this effort. The filing of a record of survey or corner record and replacement of missing property corners is not included in this proposal.

Survey to include:

- Contours at one-foot intervals
- Structures, fences, walks, curbs, gutters, edge of pavement, utility poles, trees and other pertinent planimetric features within the supplemental topographic limits established by RRM
- Record boundary mapping

Deliverables:

- AutoCAD file of mapping

Task D.02: Structural Engineering Support: CONSULTANT will perform limited structural engineering services as required by the design team to assist in development of construction documents for review by the California Coastal Commission and City of Goleta staff. Due to the uncertain scope of this task, we propose the engineering of two bridge abutments and associated helical piles. It is anticipated that structural engineering for the proposed culvert crossings will be provided by the manufacturer, and thus, is not included in this scope.

Deliverables:

- Two (2) bridge abutments and helical pile engineering
- Plan review of landscape architecture and civil engineering details

EXHIBIT B-1 Schedule Of Fees

Bill Rate Ranges

ARCHITECTURE	
Architect	\$ 95 - \$ 155
Associate Manager of Architecture	\$ 140 - \$ 200
Design Director	\$ 145 - \$ 240
Designer I	\$ 70 - \$ 100
Designer II	\$ 80 - \$ 125
Designer III	\$ 95 - \$ 150
Intern	\$ 45 - \$ 85
Job Captain	\$ 95 - \$ 150
Manager of Architecture	\$ 165 - \$ 280
Principal	\$ 185 - \$ 350
Project Architect	\$ 115 - \$ 185
Project Designer	\$ 115 - \$ 185
Project Manager	\$ 115 - \$ 185
Senior Architect	\$ 135 - \$ 235
Senior Designer	\$ 135 - \$ 220
Senior Project Manager	\$ 135 - \$ 240

ENGINEERING & SURVEYING	
Associate Engineer	\$ 115 - \$ 170
Construction Inspector	\$ 105 - \$ 175
Designer I	\$ 55 - \$ 95
Designer II	\$ 75 - \$ 125
Designer III (Structural only)	\$ 90 - \$ 135
Engineer I	\$ 90 - \$ 140
Engineer II	\$ 105 - \$ 165
Land Surveyor	\$ 115 - \$ 170
Manager of Engineering Services	\$ 170 - \$ 280
Manager of Surveying	\$ 155 - \$ 235
Party Chief	\$ 90 - \$ 150
Principal	\$ 185 - \$ 350
Project Engineer	\$ 125 - \$ 185
Project Manager	\$ 150 - \$ 245
Senior Associate Engineer	\$ 130 - \$ 210
Senior Designer	\$ 110 - \$ 185
Senior Land Surveyor	\$ 135 - \$ 210
Senior Party Chief	\$ 115 - \$ 185
Senior Project Engineer	\$ 140 - \$ 230
Supervisor of Surveying	\$ 145 - \$ 220
Survey Technician I	\$ 60 - \$ 100
Survey Technician II	\$ 75 - \$ 115
Survey Technician III	\$ 90 - \$ 155

Surveying Crew Rates

REGULAR	
One person w/ GPS or Robotic Workstation	\$ 125 - \$ 155
Two person	\$ 175 - \$ 290
Three person	\$ 235 - \$ 390

PREVAILING WAGE

One person w/ GPS or Robotic Workstation	\$ 150 - \$ 180
Two person	\$ 225 - \$ 340
Three person	\$ 325 - \$ 490

INTERIOR DESIGN	
Designer I	\$ 60 - \$ 95
Designer II	\$ 70 - \$ 120
Interior Designer I	\$ 75 - \$ 125
Interior Designer II	\$ 90 - \$ 150
Intern	\$ 45 - \$ 85
Job Captain	\$ 105 - \$ 165
Senior Interior Designer	\$ 110 - \$ 195

LANDSCAPE ARCHITECTURE	
Assistant Designer	\$ 70 - \$ 110
Associate Designer	\$ 80 - \$ 125
Designer	\$ 95 - \$ 140
Design Director	\$ 135 - \$ 235
Intern	\$ 45 - \$ 85
Landscape Architect	\$ 95 - \$ 145
Manager of Landscape Architecture	\$ 150 - \$ 245
Principal	\$ 185 - \$ 350
Principal Landscape Architect	\$ 135 - \$ 235
Senior Landscape Architect	\$ 115 - \$ 175

PLANNING	
Assistant Planner	\$ 90 - \$ 130
Associate Planner	\$ 105 - \$ 170
Intern	\$ 45 - \$ 85
GIS Specialist	\$ 80 - \$ 150
Senior GIS Specialist	\$ 105 - \$ 185
Manager of Planning	\$ 175 - \$ 265
Principal	\$ 185 - \$ 350
Principal Planner	\$ 165 - \$ 250
Senior Planner	\$ 135 - \$ 205
Senior Urban Designer	\$ 135 - \$ 210
Urban Designer	\$ 105 - \$ 170

CORPORATE SERVICES	
Administrative Assistant	\$ 60 - \$ 95
Administrative Coordinator	\$ 75 - \$ 130
Assistant Office Manager	\$ 90 - \$ 135
Chief Executive Officer	\$ 195 - \$ 500
File Clerk/Administrative Support	\$ 45 - \$ 65
Marketing Assistant	\$ 45 - \$ 85
Marketing Coordinator	\$ 65 - \$ 115
Marketing Manager	\$ 125 - \$ 235
Marketing Specialist	\$ 90 - \$ 155
Office Coordinator	\$ 75 - \$ 130
Proposal Coordinator	\$ 80 - \$ 140
Receptionist	\$ 45 - \$ 80
Senior Marketing Specialist	\$ 105 - \$ 190

Attachment A



ATTACHMENT 3

Amendment No. 1 to Agreement 2021-056 with Althouse and Meade, Inc.

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

This **Amendment No. 1** to the Professional Services Agreement by and between the **City of Goleta**, a municipal corporation ("City") and **ALTHOUSE AND MEADE, INC.** ("Consultant") dated June 15th, 2021 ("Agreement," Agreement No. 2021-056) is made on this 16th day of August, 2022.

SECTION A. RECITALS

1. This Agreement is for professional design services for a comprehensive implementation plan to manage and enhance the Ellwood Mesa Monarch Butterfly Habitat Management Plan Area; and
2. The Agreement currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed \$245,000; and
3. The parties desire to amend the Agreement so as to provide for additional compensation in the amount of \$261,754 for continued tasks; and
4. This Agreement is for professional services to add a subcontractor to this amendment in Section 8 personal services/no assignments/subcontractor; and
5. The Agreement currently provides in Exhibit A entitled "Scope of Work" the complete and particular description of services; and
6. The parties desire to amend Exhibit A by adding additional services as more completely and particularly set forth in the Scope of Work, attached as Exhibit "A-1"; and
7. The Agreement currently provides in Exhibit B entitled "Compensation" the hourly rates; and
8. The parties desire to amend Exhibit B of the Agreement to identify the new hourly rates, attached as "Exhibit B-1"; and
9. City Council approved this Amendment No. 1, on this 16th day of August, 2022.

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 \$233,400 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 \$506,754 (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-1," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until June 30, 2025, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager as described in Section 5 (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

2. **Section 8. PERSONAL SERVICES/NOASSIGNMENT/SUBCONTRACTOR** of the Agreement is amended to add the subcontractor listed below.

PERSONALSERVICES/NOASSIGNMENT/SUBCONTRACTOR

This AGREEMENT is for professional services which are personal to CITY. Daniel Meade is deemed to be specially experienced and is a key member of CONSULTANT's firm and shall be directly involved in the performance of this work. This key person shall communicate with, and periodically report to, CITY on the progress of the work. Should any such individual be removed from assisting in this contracted work for any reason, CITY may terminate this AGREEMENT. This AGREEMENT may not be assigned or subcontracted without the City Manager's prior written consent. CITY and CONSULTANT agree that the following subconsultant may provide the professional services contemplated by this agreement.

- Creekside Center for Earth Observation – Chief Scientist (Stu Weiss)

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

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

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

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

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

Althouse and Meade, Inc.

Michelle Greene, City Manager

LynneDee Althouse, President

ATTEST:

Deborah Lopez, City Clerk

Daniel Meade, Vice President

APPROVED AS TO FORM:
MEGAN GARIBALDI, CITY ATTORNEY

DocuSigned by:

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Winnie Cai, Assistant City Attorney

Exhibit A-1

Scope of Work

Althouse and Meade, Inc. for Ellwood Mesa Monarch Butterfly Habitat Management Plan Implementation

CONSULTANT shall provide scientific and technical expertise to support the ongoing resource management and habitat enhancement efforts underway by the City of Goleta at the Ellwood Mesa Monarch Butterfly Grove. The complexity of the Ellwood Mesa Monarch Butterfly Grove requires a diverse approach to address regulatory permitting, community engagement, tree management, trail design, protection of sensitive natural resources, fuel reduction, and other issues outlined in the City's Monarch Butterfly Habitat Management Plan (MBHMP). CONSULTANT provides scientific, biological, and other technical expertise to assist with developing a comprehensive implementation plan that meets the goals and further defines the specific actions outlined in the MBHMP.

Task 1. Project Management Meetings. Participate in project meetings with City of Goleta, consultant team, contractors, and community workshops. Provide summary memos as issues arise, contribute to and review design work and plans for aggregation sites and other locations on Ellwood Mesa.

Deliverables: Attendance by Dr. Meade and Dr. Weiss at meetings as directed by the City either in person or by call-in. Provide expertise, information, historical perspective, and recommendations to benefit project planning and monarch butterfly habitat restoration. *Participate in two Community Workshops.*

Task 2. Prepare Request for Proposals (RFxs), Interviews, and Contracts. Assist with the development of the Maintenance Plan for the Ellwood Mesa groves. Request for Bids, Request for Proposal, and other solicitations for contractor and consultant work.

Deliverables: Review, edit and provide RFxs prepared by the City and provide guidance regarding contractor and consultant work plans to ensure consistency with the MBHMP.

Task 3. Site Inspections. Review plans and contribute to design and permitting question resolutions. Conduct on the ground site inspections at Ellwood Mesa for project planning. Provide analysis of GIS data and produce additional GIS products as needed.

Deliverables: Written responses, figures, exhibits, plan notations, and communications regarding Planting exhibits for butterfly tree restoration locations and pollinator enhancements, memos and communications regarding aggregation enhancement and grove management measures.

Task 4. Grove Assessment with LiDAR. Conduct aerial survey to generate data, including color optical images, multi-spectral, and lidar data and conduct data processing.

Deliverables: Point Cloud, Vectors, and Surface Models from Lidar; Imagery and Vectors from Digital Orthophotos; Tree and Canopy Metrics.

Task 5. Hemispherical photographic assessment of forest canopy structure. Sampling of forest structure (basal area) through plots and transects and the use of historical photographs from the 1990s will be used to determine wind and insolation parameters. The acceptable environmental envelope for monarchs will be estimated from fine-scale occupancy patterns at Elwood and other sites.

Deliverables: Hemispherical photographs and Hemiview analyses, transect data.

Task 6. Forest Structure Analysis from LiDAR. Provide analyses of information from Lidar data, including windbreak structures, gap structures, forest size structure, and live-dead stems and correlate with hemispherical photography and ground transects.

Deliverables: Analysis of current forest conditions, maps and graphics, sample cross sections of structures, correlations with hemispherical photographs, and initial zonation of forest into windbreak, cluster sites, and matrix. Will include a set of initial recommendations for management actions (tree planting, dead tree removal).

Task 7. Climate and forestry analysis. Analyze the intensity of the recent drought, projected droughts, and assessment of the density of trees that can be supported over the coming decades using LANDSAT images and the California Basin Characterization Model that includes annual Climatic Water Deficit.

Deliverables: Time series graphs and statistics, guidelines on desirable range of stem densities for different parts of Elwood complex, Projections of forest growth rates.

Task 8. GIS production. Mapping to synthesize Tasks 1-3 and finalize analysis.

Deliverables: Geodatabase with LiDAR maps, and output maps, tables, and analyses for inclusion in final implementation plan recommendations and report.

Deliverables: GIS data, map layers, analyses, and report graphics and tables.

Task 9. Final Report. Site-specific management plan to define actions such as snag removal and tree planting of various species to create windbreaks and cluster areas within the Ellwood complex; consideration and coordination with other plans (fire, creek restoration); and description of long-term adaptive management planning process.

Deliverables: final report for inclusion in comprehensive implementation plan.

Task 10. Tree Health Multispectral Analysis. Analyze multispectral data of eucalyptus groves collected via aerial survey to assess habitat quality for monarch butterflies. Data

will include color and near-infrared orthomosaics of the eucalyptus grove with resolution not exceeding 1 in/px and georeferenced within 10cm accuracy. Analyze the data and report on grove canopy cover, tree health, and changes since data collected previously in 2017. Multi-spectral imagery will identify live foliage and estimate health of that foliage as abundance of chlorophyll in the canopy. Chlorophyll abundance can be compared over a time series to detect tree health and track tree health trajectory.

Deliverables: Multispectral data collection flights, final report and analysis comparing condition to 2017 and setting baseline condition.

Task 11. Collaborative Decisions. Develop habitat enhancement and restoration recommendations and implementation plans for project permitting decisions with expertise regarding monarch butterfly biology and behavior.

Deliverables: project team meetings and communications regarding preferred implementation actions with regards to monarch butterfly biology and behavior.

Task 12. Implementation Work Programs. Participate with project team in preparation of work programs by contractors, city staff, or volunteers.

Deliverables: Review work programs, provide edits and recommendations.

Task 13. Project Construction Site visits to guide installation of trees and plants, and provide inspection and monitoring of monarch habitat improvements. Review and comment on work plans.

Deliverables On site work to locate and approve planting locations, and confirm project installation conditions. Provide review and written comments for work plans.

Task 14.Monitoring, Research and Adaptive Management. Provide habitat condition evaluation of fire treatment areas following vegetation work. Conduct analysis of grove health twice a year for Ellwood Mesamonarch habitat.

Deliverables Report of fire treatment area vegetation clearance effect on habitat. Preliminary report of tree health in spring and annual report comparing changes in the fall to previous grove status based on multi-spectral and full spectrum photography.

**Exhibit B-1
Schedule of Fees**

Labor Category	Rate
Principal Scientist	\$180
Principal Biologist	\$140
Senior Biologist/Project Manager	\$115
Range & Plant Scientist	\$115
Wildlife Biologist/Project Manager	\$110
Biologist III	\$90
Biologist II	\$85
Biologist I	\$80
Certified Arborist	\$90
GIS Program Manager	\$110
Drone Pilot and Drone	\$140
GIS Applications Specialist	\$100
GIS Specialist III	\$95
GIS Specialist II	\$85
GIS Specialist I	\$80
Project Coordinator	\$85
Technical Editor	\$85
Senior Administrator	\$80
Administrative Assistant	\$70
Technician	\$65

PLOTS The following charges will apply for color paper plots generated by the graphics and GIS systems: \$1.00 for 8½x11, \$1.25 for 11x17, \$24.00 for 24x36, and \$36.00 for 36x48. There will be a charge of \$5.00 for each non-color paper plot and \$15.00 for each mylar plot. **REPRODUCTION** In-house reproduction will be charged at \$0.10 per page for black and white and \$1.00 per page for color.

ATTACHMENT 4

Amendment No. 1 to Agreement 2021-063 with Rincon Consultants, Inc.

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

This **Amendment No. 1** to the Professional Services Agreement by and between the **City of Goleta**, a municipal corporation ("City") and **Rincon Consultants, Inc.**, ("Consultant") dated June 15th, 2021 ("Agreement," Agreement No. 2021-063) is made on this 16th day of August, 2022.

SECTION A. RECITALS

1. This Agreement is for professional design services for a comprehensive implementation plan to manage and enhance the Elwood Mesa Monarch Butterfly Habitat Management Plan Area; and
2. The Agreement currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed \$158,000; and
3. The parties desire to amend the Agreement so as to provide for additional compensation in the amount of \$566,511 for continued tasks; and
4. The Agreement currently provides in Exhibit A entitled "Scope of Work" the complete and particular description of services; and
5. The parties desire to amend Exhibit A by adding additional services as more completely and particularly set forth in the Scope of Work, attached as Exhibit "A-1"; and
6. The Agreement currently provides in Exhibit B entitled "Compensation" the hourly rates; and
7. The parties desire to amend Exhibit B of the Agreement to identify the new hourly rates, attached as "Exhibit B-1"; and
8. City Council approved this Amendment No. 1, on this 16th day of August, 2022.

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 566,511 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 724,511 (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-1," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until June 30, 2025, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager as described in Section 5 (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

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

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

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

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

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

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

CITY OF GOLETA

Rincon Consultants, Inc.

Michelle Greene, City Manager

Steven Hongola, Vice President

ATTEST:

Deborah Lopez, City Clerk

Lacrisa Davis,
Chief Financial Officer

APPROVED AS TO FORM:
MEGAN GARIBALDI, CITY ATTORNEY

DocuSigned by:

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Winnie Cai, Assistant City Attorney

Exhibit A-1 Scope of Work
Rincon Consultants, Inc. for Ellwood Mesa Monarch Butterfly Grove
Comprehensive Implementation Plan

CONSULTANT shall provide professional expertise to support the ongoing resource management and enhancement tasks underway by the City of Goleta. The complexity of the Ellwood Mesa Monarch Butterfly Grove requires a diverse approach to address regulatory permitting, community engagement, tree management, trail design, protection of sensitive natural resources, fuel reduction, and other issues outlined in the City's Monarch Butterfly Habitat Management Plan. CONSULTANT provides scientific, computer modeling, and other biological expertise to assist with developing a comprehensive implementation plan that meets the goals and further defines the specific actions outlined in the Monarch Butterfly Habitat Management Plan.

Task 1: Tree Removals & Mitigation

Task 1.1 Collaborate with the project team to identify replacement tree planting locations for first aggregation site, Ellwood Main

Task 1.2 Identify and collect data for dead eucalyptus trees to trim and remove for:

Hazard (threatening private property and/or trails) mitigation, grove-wide

Implementation of the Community Wildfire Protection Program, grove-wide

Task 1.3 Identify native plant restoration location for Ellwood Main

Task 1.4 Utilize tree/grove imagery data collected by project team to update applicable tree inventory data at aggregation sites as applicable

Task 1.5 Assess tree health and identify threats at priority aggregation sites under the MBHMP Tree Management Program as needed

Task 1: Project Management

Includes attending weekly meetings with the project team, attending meetings with teaming partners and regulatory agencies, providing reports/graphics/materials as needed, attending and provide supporting materials for public meetings and events.

Task 2: Habitat Maintenance

Task 2.1 Identify locations where CWPP buffer treatments will be conducted and provide oversight during treatments

Task 2.2 Support the need for emergency tree removals (including) hazardous and fallen trees as needed

Task 2.3 Conduct a survey for non-native and invasive botanic species and map areas of highest need for removals of invasive species

Task 2.4 Review the need/feasibility of irrigating specific portions of the grove

Task 2: Maintenance Program

Includes preparing a 5-Year Maintenance Plan, and preparing and managing location data and maps showing maintenance activities.

Task 3: Enhancement Activities

Task 3.1 Collaborate with the project team to understand the long-range research studies being conducted

Task 3.2 Collaborate with the project team to utilize weather and imagery data collected and determine approach for adaptive management of the grove

Task 3.3 Collaborate with the project team to track ecosystem-wide tree and vegetation health using multispectral imaging

Task 3: Planning, Design and Permitting

Includes preparing reports, such as the Biological Resources Assessment Report, jurisdictional Delineation Report, and application packages for submission to regulatory agencies for review and approval.

Task 4: Restoration Activities

Task 4.1 Identify native planting locations to occur in relationship to the Ellwood Main aggregation site

Task 4.2 Collaborate with project team to finalize comprehensive list of native plant species to install in restoration areas

Task 4.3 Collaborate with the project team and identify restoration activities to occur in the riparian corridor along Devereux Creek

Task 4.4 Conduct Jurisdictional Delineation (JD) at Devereux Creek and prepare a JD report

Task 4.5 Prepare and submit application packages to regulatory agencies for Devereux Creek restoration activities for temporary impacts during euc removals (assumes regulated by all 3 agencies)

Task 4.6 Identify other locations for restoration of native habitats within the grove

Task 4.7 Support the City in engaging with regulatory agencies

Task 4.8 Develop monitoring program for the grove in collaboration with the project team, utilizing data collected during studies

Task 4.9 Conduct a survey and records search of cultural resources and engage USACE for compliance with Section 106

Task 4: Outreach and Education

Includes supporting the City in development of materials to present to the public, attendance at public events as needed and support of the interpretative and docent programs.

Task 5: Protection/Monitoring Measures for Monarchs and Wildlife

Task 5.1 Conduct wildlife (other than butterfly or nesting birds) surveys as needed

Task 5.2 Review wildlife survey data from other consultants regarding nesting birds, etc.

Task 5.3 First Protocol monarch survey

Task 5: Construction Project Management

Includes oversight of contractors during construction, as well as biological and cultural surveys, monitoring and reporting prior to and during fuel reduction (vegetation management) and habitat enhancement activities.

Task 6: Public Access Improvements

Task 6.1 Collaborate with the project team to develop the Interpretive Program

Task 6.2 Coordinate internally with City departments to support outreach and education with the Community Advisory and Docent Program

Task 6: Waiver de Minimis/CWPP Implementation

Includes preparing RFPs for contractor, contractor oversight, flagging of resources as contractors prepare to remove trees, and preparing and submitting monitoring and daily logs.

Task 7: Rincon will prepare the content for the required sections of the CMP

Task 7.1 Tree Removals and Mitigation

Describe and map:

- Highest priority restoration sites and sequence for enhancements at aggregations sites
- Locations and extent of the aggregation sites as well as the secondary and associated area if larger area needs dead tree removals and/or trimming
- Describe means and methods for determining:
- Dead eucalyptus tree removals/trimmings
- Eucalyptus tree planting locations

Task 7.2 Habitat Maintenance

Describe means and methods for determining: CWPP buffer treatments,

Emergency tree removals including hazardous trees, Fallen tree removals

Mapping of and removal of invasive species (not eucalyptus)

Describe approach to irrigation of portions of the grove as maintenance

Prepare the integrated Pest Management Program Plan

Prepare the Waste Management Program Plan

Task 7.3 Enhancement

Collaborate with the project team to describe means and methods for studying and tracking weather, canopy data, overall grove health, dead eucalyptus trees, and locations of concentrated decline in the grove

Collaborate with the project team to describe the long-range research that will be conducted to understand monarch butterflies and their preferred habitat Describe approach for adaptive management utilizing data collected by weather stations and imagery studies

Describe monitoring program for eucalyptus grove

Task 7 cont.

Task 7.4 Restoration

Describe means and methods for determining:

Native plant restoration locations

Restoration activities to occur in the riparian corridor along Devereux Creek

Other locations for restoration of native habitats within the grove

Prepare section regarding the riparian nature of Devereux Creek.

Prepare the Jurisdictional Delineation Report to be included as an appendix

Describe approach for engaging with regulatory agencies and partnering agencies

Prepare restoration monitoring section including goals, objectives, success criteria and reporting.

Prepare the Restoration Monitoring Plan to be included as an appendix

Task 7.5 Wildlife

Describe data management approach for butterfly, nesting bird and other wildlife survey findings

Describe approach for conducting monarch and wildlife surveys and tracking presence/absence, protocol surveys at aggregations sites and grove-wide

Describe goals of enhancement in relationship to annual monarch butterfly overwintering observations

Describe survey results tracking methods and use of survey data in enhancement decisions

Describe methods for quantitative comparisons of data, and analysis to inform enhancement and restoration activities

Task 7.6 Public Access Improvements

Describe approach for public outreach and public education, which will be done in collaboration with the City's Community Advisory and Docent Program

Task 7: Restoration Planting and Monitoring

Includes identifying locations for native plant restoration, collaborating with the project team to identify locations for replacement eucalyptus tree plantings, biological surveys needed prior to planting, monitoring of plantings, native plant and eucalyptus tree monitoring reports.

Task 8 Project Management

Task 8.1 Rincon will support the City in preparation of the application form and supplemental documents as needed in combination with the CMP, such as the cover letter and Additional Details Appendices if needed.

Task 8.2 In order to ascertain approvals from the City Council, Coastal Commission the and public, we will prepare needed materials, and attend public meetings, workshops, and hearings as needed.

Task 8.3 Track the progress of application package once it's submitted to the Coastal Commission, provide responses as needed and coordinate and track overlapping activities, requirements, and reporting for related and subsequent CDPs

Task 8 cont.

Task 8.4 Coordinate with the City and prepare materials to engage with and select contractors as needed

Task 8.5 Provide reports/data/materials as needed for City leadership and the public as needed

Task 8.6 Provide budgets, reports, and documentation for the Conservancy's Work Programs

Task 8.7 Attend weekly meetings, provide team coordination, and support with other activities as directed by the Open Space Manager.

Task 8: Monitoring, Research, and Adaptive Management

Includes conducting annual monarch butterfly over-wintering surveys, and collaborating with the project team to develop adaptive management strategies for the management plan area.

Exhibit B-1
Schedule of
Fees
Rincon Consultants, Inc. for Ellwood Mesa Monarch Butterfly
Grove Comprehensive Implementation Plan

2022 Standard Fee Schedule for Environmental Sciences and Planning Services

Professional, Technical & Support Personnel*	Hourly Rate
Principal II	\$247
Director II	\$247
Principal I	\$280
Director I	\$227
Senior Supervisor II	\$211
Supervisor I	\$228
Senior Professional II	\$212
Senior Professional I	\$197
Professional IV	\$174
Professional III	\$161
Professional II	\$145
Professional I	\$108
Associate III	\$117
Associate II	\$93
Associate I	\$84
Project Assistant	\$92
Senior GIS Specialist	\$144
GIS/CADD Specialist II	\$160
GIS/CADD Specialist I	\$115
Technical Editor	\$115
Production Specialist	\$105
Clerical	\$95

Direct Costs	Rate
Photocopies - Black and White	\$0.20 (single sided) & \$0.40 (double sided)
Photocopies - Color	\$1.50 (single sided) & \$3.00 (double sided)
Photocopies - 11 dź 17	\$0.50 (B & W) & \$3.30 (color)
Oversized Maps	\$8.00/square foot
Reproduction: CDs and USB Flash Drive	\$15 / disc and \$20/flash drive

Equipment	Day Rate
Environmental Site Assessment	
Soil Vapor Extraction Monitoring Equipment	\$144
Four Gas Monitor	\$124
Flame Ionization Detector	\$100
Photo Ionization Detector	\$75
Hand Auger Sampler	\$57
Water Level Indicator, DC Purge Pump	\$41
Natural Resources Field Equipment	
UAS Drone	\$250
Spotting or Fiberoptic Scope	\$155
Pettersson Bat Ultrasound Detector/Recording Equipment	\$155
Sound Level Metering Field Package: anemometer, tripod and digital camera.	\$103
Trimble GPS	\$190
GPS (sub-meter accuracy)	\$60
Infrared Sensor Digital Camera or Computer Field Equipment	\$52
Scent Station	\$21
Laser Rangefinder/Altitude	\$10
Pit-fall Traps, Spotlights, Anemometer, GPS Units, Sterilized Sample Jar	\$8
Mammal Trap, Large/Small	\$1.50/\$.50
Water & Marine Resources Equipment	
Boat (26 ft. Radon or Similar)	\$565
Boat (20 ft. Boston Whaler or Similar)	\$310
Multi Parameter Sonde (Temp, Cond, Turbidity, DO, pH) with GPS	\$155
Water Quality Equipment (DO, pH, Turbidity, refractometer, temperature)	\$57
Refractometer (salinity) or Turbidity Meter	\$35
Large Block Eets	\$103
Minnow trap	\$88
Eet, Hand/Large Seine	\$10/\$50
Field Equipment Packages	
Standard Field Package (digital camera, GPS, thermometer, binoculars, tablet, safety equipment, and botanic collecting equipment)	\$95
Remote Field Package, (digital camera, GPS, thermometer, binoculars, tablet and mifi, Delorme Satellite Beacon, 24-Hour Safety Phone)	\$130
Amphibian/Vernal Pool Field Package: (digital camera, GPS, thermometer, decon chlorine, waders, float tube, hand net, field microscope)	\$155
Fisheries Equipment Package: (waders, wetsuits, dip nets, seine nets, bubblers, buckets)	\$52
Underwater & Marine Sampling Gear includes: U/W Photo/Video Camera, SCUBA Equipment (Tanks, BCD, Regulators, Wetsuits, etc.)	\$50/diver
Marine Field Package: (Personal Flotation Devices (PFDs), 100 ft. Reel Tapes w/ Stainless Carabiners, Pelican Floats, Underwater Slates, Thermometer, Refractometer, Anemometer, various Field Guides)	\$50
Insurance, Hazard & Safety Fees	
L & H Dive Insurance	\$50/diver
Level C Health and Safety	\$60 person

ATTACHMENT 5

PROFESSIONAL DESIGN SERVICES AGREEMENT 2021-057 WITH RRM DESIGN
GROUP, INC

2021-057

Project Name: Ellwood Mesa Monarch Butterfly Habitat Management Plan Implementation

**AGREEMENT FOR PROFESSIONAL DESIGN SERVICES
BETWEEN THE CITY OF GOLETA
AND
RRM DESIGN GROUP**

This AGREEMENT FOR PROFESSIONAL DESIGN SERVICES (herein referred to as "AGREEMENT") is made and entered into this 15th day of June 2021, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **RRM DESIGN GROUP**, a California Corporation (herein referred to as "CONSULTANT").

WHEREAS, the CITY has a need for professional design services for a comprehensive implementation plan to manage and enhance the Ellwood Mesa Monarch Butterfly Habitat Management Plan Area; and

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

WHEREAS, the CITY procured these services in compliance with Goleta Municipal Code Section 3.05.260 by selecting CONSULTANT from the City's pre-authorized qualified consultants list for various professional services, which was compiled from a competitive Request for Proposals/Request for Qualifications (RFP/RFQ) process, approved by City Council on December 3, 2019; and

WHEREAS, the City Council, on this 15th day of June 2021, 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 Design Services in conjunction with the Ellwood Mesa/Sperling Preserve Open Space Monarch Butterfly Habitat Management Plan. Services shall generally include assisting with project

management, graphic design, trail planning, interpretive program design, Devereux Creek restoration conceptual design, planting and irrigation plans, and other landscape architecture, 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 \$188,000 (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, 2021, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager as described in Section 5 (CITY is to be given 60 days' notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

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

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

5. CITY PROJECT MANAGER AND SERVICES BY CITY

The services to be performed by CONSULTANT shall be accomplished under the general direction of, and coordinate with, CITY's "Project Manager", as that staff person is designated by CITY from time to time, and who presently is George Thomson, Parks

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

6. TERM, PROGRESS AND COMPLETION

The term of this AGREEMENT is from the date first written above to June 30, 2025, unless term of this AGREEMENT is extended, or the AGREEMENT is terminated as provided for herein.

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

7. OWNERSHIP OF DOCUMENTS

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

8. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR

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

9. HOLD HARMLESS AND INDEMNITY

(a) Indemnification and Defense for Professional Service. To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless the CITY and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all claims, losses, liabilities, damages, costs and expenses, including attorney's fees and costs, to the extent they arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT. CONSULTANT's duty to defend shall consist of reimbursement of defense costs incurred by CITY in direct proportion to the CONSULTANT's

proportionate percentage of fault. CONSULTANT's percentage of fault shall be determined, as applicable, by a court of law, jury or arbitrator. In the event any loss, liability or damage is incurred by way of settlement or resolution without a court, jury or arbitrator having made a determination of the CONSULTANT's percentage of fault, the parties agree to mediation with a third party neutral to determine the CONSULTANT's proportionate percentage of fault for purposes of determining the amount of indemnity and defense cost reimbursement owed to the CITY.

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

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

10. INSURANCE

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

Insurance shall include the following (or broader) coverage:

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

- c) Workers' Compensation insurance complying with California worker's compensation laws, including statutory limits for workers' compensation and an Employer's Liability limit of \$1,000,000 per accident or disease.
- d) Professional liability insurance that covers the services to be performed in connection with this agreement, in the minimum amount of \$1,000,000 per claim.

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

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

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

11. RELATIONSHIP OF CONSULTANT TO CITY

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

12. CORRECTIONS

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

13. TERMINATION BY CITY

CITY, by notifying CONSULTANT in writing, may upon 10 calendar days' notice, terminate without cause any portion or all of the services agreed to be performed under this AGREEMENT. If termination is for cause, no notice period need be given. In the event of termination, CONSULTANT shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be

payable by CITY to CONSULTANT within 30 days following submission of a final statement by CONSULTANT unless termination is for cause. In such event, CONSULTANT shall be compensated only to the extent required by law.

14. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

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

15. AUDIT OF RECORDS

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

16. WAIVER; REMEDIES CUMULATIVE

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

17. CONFLICT OF INTEREST

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

18. CONSTRUCTION OF LANGUAGE OF AGREEMENT

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

19. MITIGATION OF DAMAGES

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

20. GOVERNING LAW

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

21. NONDISCRIMINATION

CONSULTANT shall not discriminate on the basis of race, color, gender, gender identity/expression, pregnancy, sexual orientation, disability, marital status, or any other characteristic protected under applicable federal or state law.

22. TAXPAYER IDENTIFICATION NUMBER

CONSULTANT shall provide CITY with a complete Request for Taxpayer Identification Number and Certification, Form W-9 (Rev. October 2018), as issued by the Internal Revenue Service.

23. NON-APPROPRIATION OF FUNDS

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

24. MODIFICATION OF AGREEMENT

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

25. USE OF THE TERM "CITY"

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

26. PERMITS AND LICENSES

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

27. CAPTIONS

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

28. AUTHORIZATION

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

29. ENTIRE AGREEMENT BETWEEN PARTIES

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

30. PARTIAL INVALIDITY

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

31. NOTICES

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

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

TO CONSULTANT: Attention: Jeff Ferber, Principal
RRM Design Group
3765 S. Higuera St., Suite 102
San Luis Obispo, CA 93401

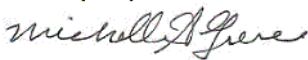
32. COUNTERPARTS AND ELECTRONIC/FACSIMILE SIGNATURES

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

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

CITY OF GOLETA

DocuSigned by:



DE7CE466308944A...

Michelle Greene, City Manager

RRM Design Group

DocuSigned by:



FD06D78008644F8...

Jeff Ferber, Principal

ATTEST

DocuSigned by:



A3E09F3473CA47E...

Deborah Lopez, City Clerk

DocuSigned by:



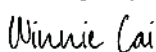
49D4FC689F4D4AF...

Erik Justeen, Chief Executive Officer

APPROVED AS TO FORM:

MICHAEL JENKINS, CITY ATTORNEY

DocuSigned by:



A1BF8F896161498...

Winnie Cai, Assistant City Attorney

Exhibit A

Scope of Work

RRM Design Group for Ellwood Mesa Monarch Butterfly Grove Comprehensive Implementation Plan

CONSULTANT shall provide project management assistance and professional landscape architectural services to support the ongoing resource management and enhancement tasks underway by the City of Goleta. The complexity of the Ellwood Mesa Monarch Butterfly Grove requires a diverse approach to address regulatory permitting, community engagement, tree management, trail design, protection of sensitive natural resources, fuel reduction, and other issues outlined in the City's Monarch Butterfly Habitat Management Plan. CONSULTANT provides professional expertise to assist with developing a comprehensive implementation plan that meets the goals and further defines the specific actions outlined in the Monarch Butterfly Habitat Management Plan.

Task A.01 Project Management: Assist City with Project Management, including development of a project management framework to include web-based software, leading project team meeting moderation, and drafting and distribution of team meeting minutes and follow-up items.

Deliverables: Communication with consultant team and City; web-based project management services; Moderation of at least 20 weekly project team meetings and distribution of meeting minutes.

Task A.02 Public Workshops/City Council Approvals: Administer two public workshops (may be virtual), including development and organization of presentation materials, moderation of the workshops, and follow-up surveys. RRM will also provide project support at City Council meetings, including assistance with presentation materials.

Deliverables: Support materials and surveys for two public workshops and support materials for two City Council meetings.

Task B.01 Graphic Design: Provide graphic design for various outreach, permitting, and construction-related publications. Graphic design will aim to provide clear, concise, and scientifically supported explanations of proposed habitat management actions, educational topics for site signage, and other items outlined in the Habitat Management Plan.

Deliverables: Project poster to convey project status updates and additional graphic design support as needed; one draft habitat management plan pamphlet and one final habitat management plan pamphlet.

Task B.02 Conceptual Public Access Plan: Develop a public access plan and wayfinding signage to clearly define existing public access, access during construction, and any proposed closures and new access ways.

Deliverables: One on-site meeting with City; one draft public access concept plan; one final public access concept plan.

Task B.03 Conceptual Creek Restoration Plan: Design a conceptual creek restoration plan, in conjunction with the project team and regulatory agencies, for the portion of Devereux Creek within the project site boundaries. The restoration plan will be confined to the riparian corridor and will rely on callouts, descriptions, and photographs to define the conceptual creek restoration plan.

Deliverables: one conceptual creek restoration plan and one final conceptual creek restoration plan.

Task B.04 Ellwood North Aggregation Site Improvement Plans: Finalize landscape plans and construction documents for the Ellwood North Monarch Butterfly Aggregation Site Enhancement, including tree protection plans, planting and irrigation plans and details, technical specifications, and cost estimates.

Deliverables: one site visit; 75% construction documents and construction cost estimate; one final bid set construction documents and construction cost estimate.

Task B.05 Conceptual Interpretive Program: Develop a conceptual interpretive signage program to include signage locations, panel topics, and signage display standards to enhance visitors' understanding and appreciation of the Ellwood Mesa Monarch Butterfly Grove and associated natural history.

Deliverables: content research and acquisition; one draft interpretive program; one final interpretive program.

Task B.06 Coastal Development Permit (CDP) Application Package: Assist with the CDP application package, including providing supporting graphics and compiling and organizing information from other team members into a cohesive permit application.

Deliverables: One draft CDP application package and one final CDP application package.

EXHIBIT B SCHEDULE OF FEES**Bill Rate Ranges****ARCHITECTURE**

Architect	\$ 95 - \$ 155
Assistant Manager of Architecture	\$ 130 - \$ 195
Design Director	\$ 145 - \$ 235
Designer I	\$ 70 - \$ 100
Designer II	\$ 80 - \$ 125
Designer III	\$ 90 - \$ 150
Intern	\$ 45 - \$ 80
Job Captain	\$ 90 - \$ 150
Manager of Architecture	\$ 145 - \$ 255
Principal	\$ 180 - \$ 350
Project Architect	\$ 110 - \$ 185
Project Designer	\$ 110 - \$ 175
Project Manager	\$ 110 - \$ 185
Senior Architect	\$ 135 - \$ 220
Senior Designer	\$ 135 - \$ 210
Senior Project Manager	\$ 135 - \$ 230

ENGINEERING & SURVEYING

Construction Inspector	\$ 105 - \$ 155
Designer I	\$ 55 - \$ 95
Designer II	\$ 75 - \$ 120
Designer III	\$ 90 - \$ 135
Engineer I	\$ 85 - \$ 130
Engineer II	\$ 105 - \$ 160
Land Surveyor	\$ 115 - \$ 160
Manager of Engineering Services	\$ 170 - \$ 280
Manager of Surveying	\$ 150 - \$ 230
Party Chief	\$ 90 - \$ 140
Principal	\$ 180 - \$ 350
Project Engineer	\$ 125 - \$ 175
Project Manager	\$ 145 - \$ 230
Senior Designer	\$ 110 - \$ 185
Senior Land Surveyor	\$ 130 - \$ 195
Senior Party Chief	\$ 115 - \$ 180
Senior Project Engineer	\$ 135 - \$ 225
Supervisor of Surveying	\$ 135 - \$ 205
Survey Technician I	\$ 60 - \$ 90
Survey Technician II	\$ 75 - \$ 115
Survey Technician III	\$ 90 - \$ 155

Surveying Crew Rates**REGULAR**

One person w/ GPS or Robotic Workstation	\$ 125 - \$ 155
Two person	\$ 175 - \$ 290
Three person	\$ 235 - \$ 390

PREVAILING WAGE

One person w/ GPS or Robotic Workstation	\$ 150 - \$ 180
Two person	\$ 225 - \$ 340
Three person	\$ 325 - \$ 490

INTERIOR DESIGN

Designer I	\$ 55 - \$ 85
Designer II	\$ 65 - \$ 115
Interior Designer I	\$ 75 - \$ 125
Interior Designer II	\$ 90 - \$ 150
Intern	\$ 45 - \$ 80
Senior Interior Designer	\$ 110 - \$ 195

LANDSCAPE ARCHITECTURE

Assistant Designer	\$ 70 - \$ 110
Associate Designer	\$ 80 - \$ 125
Designer	\$ 95 - \$ 135
Intern	\$ 45 - \$ 80
Landscape Architect	\$ 95 - \$ 145
Manager of Landscape Architecture	\$ 150 - \$ 240
Principal	\$ 180 - \$ 350
Principal Landscape Architect	\$ 135 - \$ 230
Senior Designer	\$ 105 - \$ 160
Senior Landscape Architect	\$ 110 - \$ 175

PLANNING

Assistant Planner	\$ 75 - \$ 115
Associate Planner	\$ 90 - \$ 150
Intern	\$ 45 - \$ 80
Manager of Planning	\$ 145 - \$ 240
Principal	\$ 180 - \$ 350
Principal Planner	\$ 140 - \$ 230
Senior Planner	\$ 115 - \$ 185

CORPORATE SERVICES

Accounting Specialist	\$ 60 - \$ 110
Business Development Coordinator	\$ 85 - \$ 135
Chief Executive Officer	\$ 195 - \$ 500
Graphic Designer	\$ 80 - \$ 135
Marketing Manager	\$ 110 - \$ 220
Marketing Specialist	\$ 90 - \$ 150
Office Coordinator	\$ 70 - \$ 125
Project Accountant	\$ 65 - \$ 135
Project Administrator	\$ 70 - \$ 125
Receptionist	\$ 40 - \$ 80

ATTACHMENT 6

ALTHOUSE & MEADE, INC. PROFESSIONAL SERVICE AGREEMENT 2021-056

Project Name: Ellwood Mesa Monarch Butterfly Habitat Management Plan Implementation

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF GOLETA
AND
ALTHOUSE AND MEADE, INC.**

This AGREEMENT FOR PROFESSIONAL SERVICES (herein referred to as "AGREEMENT") is made and entered into this 15th day of June, 2021, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **ALTHOUSE AND MEADE, INC.**, a California Corporation (herein referred to as "CONSULTANT").

WHEREAS, the CITY has a need for professional services for a comprehensive implementation plan to manage and enhance the Ellwood Mesa Monarch Butterfly Habitat Management Plan Area; and

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

WHEREAS, the CITY procured these services in compliance with Goleta Municipal Code Section 3.05.260 by selecting CONSULTANT from the City's pre-authorized qualified consultants list for various professional services, which was compiled from a competitive Request for Proposals/Request for Qualifications (RFP/RFQ) process, approved by City Council on December 3, 2019; and

WHEREAS, the City Council, on this 15th day of June, 2021, 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 Services in conjunction with the Ellwood Butterfly Habitat Management Plan. Services shall generally include biological surveys, mapping, modelling, eucalyptus grove assessments, and recommendations

to enhance monarch butterfly habitat, 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 \$245,000 (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, 2021, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager as described in Section 5 (CITY is to be given 60 days' notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

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

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

5. CITY PROJECT MANAGER AND SERVICES BY CITY

The services to be performed by CONSULTANT shall be accomplished under the general direction of, and coordinate with, CITY's "Project Manager", as that staff person is designated by CITY from time to time, and who presently is George Thomson, Parks and Open Space Manager. Project Manager shall have the authority to act on behalf of

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

6. TERM, PROGRESS AND COMPLETION

The term of this AGREEMENT is from the date first written above to June 30, 2025, unless term of this AGREEMENT is extended, or the AGREEMENT is terminated as provided for herein.

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

7. OWNERSHIP OF DOCUMENTS

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

8. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR

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

9. HOLD HARMLESS AND INDEMNITY

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

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

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

10. INSURANCE

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

Insurance shall include the following (or broader) coverage:

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

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

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

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

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

11. RELATIONSHIP OF CONSULTANT TO CITY

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

12. CORRECTIONS

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

13. TERMINATION BY CITY

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

14. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

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

15. AUDIT OF RECORDS

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

16. WAIVER; REMEDIES CUMULATIVE

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

17. CONFLICT OF INTEREST

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

18. CONSTRUCTION OF LANGUAGE OF AGREEMENT

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

19. MITIGATION OF DAMAGES

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

20. GOVERNING LAW

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

21. NONDISCRIMINATION

CONSULTANT shall not discriminate on the basis of race, color, gender, gender identity/expression, pregnancy, sexual orientation, disability, marital status, or any other characteristic protected under applicable federal or state law.

22. TAXPAYER IDENTIFICATION NUMBER

CONSULTANT shall provide CITY with a complete Request for Taxpayer Identification Number and Certification, Form W-9 (Rev. October 2018), as issued by the Internal Revenue Service.

23. NON-APPROPRIATION OF FUNDS

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

24. MODIFICATION OF AGREEMENT

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

25. USE OF THE TERM "CITY"

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

26. PERMITS AND LICENSES

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

27. CAPTIONS

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

28. AUTHORIZATION

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

29. ENTIRE AGREEMENT BETWEEN PARTIES

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

30. PARTIAL INVALIDITY

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

31. NOTICES

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

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

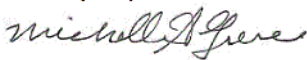
TO CONSULTANT: Attention: Daniel Meade, Vice President
Althouse and Meade, Inc.
1602 Spring Street
Paso Robles, CA 934463765

32. **COUNTERPARTS AND ELECTRONIC/FACSIMILE SIGNATURES**

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

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

CITY OF GOLETA


DocuSigned by:

DE7CE466308944A...
Michelle Greene, City Manager

Althouse and Meade, Inc.

DocuSigned by:

4B3D0CB805A2457...
Lynne Dee Althouse, President

ATTEST

DocuSigned by:

A3E09F3473CA47E...
Deborah Lopez, City Clerk

DocuSigned by:

61DB73FDFDE2479...
Daniel Meade, vice President

APPROVED AS TO FORM:
MICHAEL JENKINS, CITY ATTORNEY

DocuSigned by:

A1BF8F896161498...
Winnie Cai, Assistant City Attorney

Exhibit A

Scope of Work

Althouse and Meade, Inc. for Ellwood Mesa Monarch Butterfly Habitat Management Plan Implementation

CONSULTANT shall provide scientific and technical expertise to support the ongoing resource management and habitat enhancement efforts underway by the City of Goleta at the Ellwood Mesa Monarch Butterfly Grove. The complexity of the Ellwood Mesa Monarch Butterfly Grove requires a diverse approach to address regulatory permitting, community engagement, tree management, trail design, protection of sensitive natural resources, fuel reduction, and other issues outlined in the City's Monarch Butterfly Habitat Management Plan (MBHMP). CONSULTANT provides scientific, biological, and other technical expertise to assist with developing a comprehensive implementation plan that meets the goals and further defines the specific actions outlined in the MBHMP.

Task 1. Project Management Meetings. Participate in project meetings with City of Goleta, consultant team, contractors, and community workshops.

Deliverables: Attendance at meetings as directed by the City. Provide expertise, information, historical perspective, and recommendations to benefit project planning and monarch butterfly habitat restoration. Participate in two Community Workshops.

Task 2. Prepare Request for Proposals (RFxs), Interviews, and Contracts. Assist with the development of Request for Bids, Request for Proposal, and other solicitations for contractor and consultant work.

Deliverables: Review RFxs prepared by the City and provide guidance regarding contractor and consultant work plans to ensure consistency with the MBHMP.

Task 3. Site Inspections. Conduct on the ground site inspections at Ellwood Mesa for project planning.

Deliverables: Planting exhibits for butterfly tree restoration locations and pollinator enhancements, memos and communications regarding aggregation enhancement and grove management measures.

Task 4. Grove Assessment with LiDAR. Conduct aerial survey to generate data, including color optical images, multi-spectral, and lidar data and conduct data processing.

Deliverables: Point Cloud, Vectors, and Surface Models from Lidar; Imagery and Vectors from Digital Orthophotos; Tree and Canopy Metrics.

Task 5. Hemispherical photographic assessment of forest canopy structure. Sampling of forest structure (basal area) through plots and transects and the use of

historical photographs from the 1990s will be used to determine wind and insolation parameters. The acceptable environmental envelope for monarchs will be estimated from fine-scale occupancy patterns at Elwood and other sites.

Deliverables: Hemispherical photographs and Hemiview analyses, transect data.

Task 6. Forest Structure Analysis from LiDAR. Provide analyses of information from Lidar data, including windbreak structures, gap structures, forest size structure, and live-dead stems and correlate with hemispherical photography and ground transects.

Deliverables: Analysis of current forest conditions, maps and graphics, sample cross sections of structures, correlations with hemispherical photographs, and initial zonation of forest into windbreak, cluster sites, and matrix. Will include a set of initial recommendations for management actions (tree planting, dead tree removal).

Task 7. Climate and forestry analysis. Analyze the intensity of the recent drought, projected droughts, and assessment of the density of trees that can be supported over the coming decades using LANDSAT images and the California Basin Characterization Model that includes annual Climatic Water Deficit.

Deliverables: Time series graphs and statistics, guidelines on desirable range of stem densities for different parts of Elwood complex, Projections of forest growth rates.

Task 8. GIS production. Mapping to synthesize Tasks 1-3 and finalize analysis.

Deliverables: Geodatabase with LiDAR maps, and output maps, tables, and analyses for inclusion in final implementation plan recommendations and report.

Deliverables: GIS data, map layers, analyses, and report graphics and tables.

Task 9. Final Report. Site-specific management plan to define actions such as snag removal and tree planting of various species to create windbreaks and cluster areas within the Ellwood complex; consideration and coordination with other plans (fire, creek restoration); and description of long-term adaptive management planning process.

Deliverables: final report for inclusion in comprehensive implementation plan.

Task 10. Tree Health Multispectral Analysis. Analyze multispectral data of eucalyptus groves collected via aerial survey to assess habitat quality for monarch butterflies. Data will include color and near-infrared orthomosaics of the eucalyptus grove with resolution not exceeding 1 in/px and georeferenced within 10cm accuracy. Analyze the data and report on grove canopy cover, tree health, and changes since data collected previously in 2017. Multi-spectral imagery will identify live foliage and estimate health of that foliage as abundance of chlorophyll in the canopy. Chlorophyll abundance can be compared over a time series to detect tree health and track tree health trajectory.

Deliverables: Multispectral data collection flights, final report and analysis comparing condition to 2017 and setting baseline condition.

Task 11. Collaborative Decisions. Develop habitat enhancement and restoration recommendations and implementation plans for project permitting decisions with expertise regarding monarch butterfly biology and behavior.

Deliverables: project team meetings and communications regarding preferred implementation actions with regards to monarch butterfly biology and behavior.

Task 12. Implementation Work Programs. Participate with project team in preparation of work programs by contractors, city staff, or volunteers.

Deliverables: Review work programs, provide edits and recommendations.

**Exhibit B
Schedule of Fees**

Labor Category	Rate
Principal Scientist	\$160
Principal Biologist	\$140
Senior Biologist/Project Manager	\$115
Range & Plant Scientist	\$115
Wildlife Biologist/Project Manager	\$110
Biologist III	\$90
Biologist II	\$85
Biologist I	\$80
Certified Arborist	\$90
GIS Program Manager	\$110
Drone Pilot and Drone	\$140
GIS Applications Specialist	\$95
GIS Specialist III	\$95
GIS Specialist II	\$85
GIS Specialist I	\$80
Project Coordinator	\$85
Technical Editor	\$85
Senior Administrator	\$80
Administrative Assistant	\$70
Technician	\$65

PLOTS The following charges will apply for color paper plots generated by the graphics and GIS systems: \$1.00 for 8½x11, \$1.25 for 11x17, \$24.00 for 24x36, and \$36.00 for 36x48. There will be a charge of \$5.00 for each non-color paper plot and \$15.00 for each mylar plot. **REPRODUCTION** In-house reproduction will be charged at \$0.10 per page for black and white and \$1.00 per page for color.

ATTACHMENT 7

PROFESSIONAL SERVICES AGREEMENT 2021-063 WITH RINCON
CONSULTANTS, INC

2021-063

Project Name: Ellwood Mesa Monarch Butterfly Habitat Management Plan Implementation

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF GOLETA
AND
RINCON CONSULTANTS, INC.**

This AGREEMENT FOR PROFESSIONAL SERVICES (herein referred to as "AGREEMENT") is made and entered into this 15th day of June, 2021, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **RINCON CONSULTANTS, INC.**, a California Corporation (herein referred to as "CONSULTANT").

WHEREAS, the CITY has a need for professional design services for a comprehensive implementation plan to manage and enhance the Ellwood Mesa Monarch Butterfly Habitat Management Plan Area; and

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

WHEREAS, the CITY procured these services in compliance with Goleta Municipal Code Section 3.05.260 by selecting CONSULTANT from the City's pre-authorized qualified consultants list for various professional services, which was compiled from a competitive Request for Proposals/Request for Qualifications (RFP/RFQ) process, approved by City Council on December 3, 2019; and

WHEREAS, the City Council, on this 15th day of June 2021, 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 Services in conjunction with the Ellwood Butterfly Habitat Management Plan. Services shall generally include biological surveys, mapping, wetland delineation, wildfire fuel assessments, and permit

preparation, 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 \$158,000 (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, 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.

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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 George Thomson, Parks and Open Space Manager. Project Manager shall have the authority to act on behalf of

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

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

9. HOLD HARMLESS AND INDEMNITY

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

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

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

10. INSURANCE

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

Insurance shall include the following (or broader) coverage:

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

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

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

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

CONSULTANT hereunder. Any failure, actual or alleged, on the part of CITY to monitor compliance with these requirements will not be deemed as a waiver of any rights on the part of CITY. CITY has no additional obligations by virtue of requiring the insurance set forth herein. In the event any policy of insurance required under this AGREEMENT does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments.

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

11. RELATIONSHIP OF CONSULTANT TO CITY

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

12. CORRECTIONS

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

13. TERMINATION BY CITY

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

14. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

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

15. AUDIT OF RECORDS

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

16. WAIVER; REMEDIES CUMULATIVE

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

17. CONFLICT OF INTEREST

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

18. CONSTRUCTION OF LANGUAGE OF AGREEMENT

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

19. MITIGATION OF DAMAGES

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

20. GOVERNING LAW

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

21. NONDISCRIMINATION

CONSULTANT shall not discriminate on the basis of race, color, gender, gender identity/expression, pregnancy, sexual orientation, disability, marital status, or any other characteristic protected under applicable federal or state law.

22. TAXPAYER IDENTIFICATION NUMBER

CONSULTANT shall provide CITY with a complete Request for Taxpayer Identification Number and Certification, Form W-9 (Rev. October 2018), as issued by the Internal Revenue Service.

23. NON-APPROPRIATION OF FUNDS

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

24. MODIFICATION OF AGREEMENT

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

25. USE OF THE TERM "CITY"

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

26. PERMITS AND LICENSES

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

27. CAPTIONS

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

28. AUTHORIZATION

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

29. ENTIRE AGREEMENT BETWEEN PARTIES

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

30. PARTIAL INVALIDITY

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

31. NOTICES

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

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

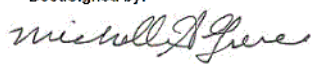
TO CONSULTANT: Attention: Chris Julian, Principal
Rincon Consultants, Inc.
209 East Victoria Street
Santa Barbara, CA, 93101

32. **COUNTERPARTS AND ELECTRONIC/FACSIMILE SIGNATURES**

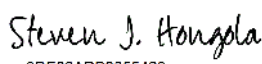
This Agreement may be executed in several counterparts, which may be facsimile or electronic copies. Each counterpart is fully effective as an original, and together constitutes one and the same instrument.

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

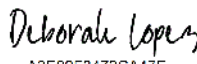
CITY OF GOLETA

DocuSigned by:

DE7CE466308944A...
Michelle Greene, City Manager

Rincon Consultants, Inc.

DocuSigned by:

8DE69ADB0855423...
Steven Hongola, vice President

ATTEST

DocuSigned by:

A3E09F3473CA47E...
Deborah Lopez, City Clerk

DocuSigned by:

799B3F21211B48F...
Lacrisa Davis, Chief Financial Officer

APPROVED AS TO FORM:
MICHAEL JENKINS, CITY ATTORNEY

DocuSigned by:

A1B8F896161498...
Winnie Cai, Assistant City Attorney

Exhibit A
Scope of Work
Rincon Consultants, Inc. for Ellwood Mesa Monarch Butterfly Grove
Comprehensive Implementation Plan

CONSULTANT shall provide professional expertise to support the ongoing resource management and enhancement tasks underway by the City of Goleta. The complexity of the Ellwood Mesa Monarch Butterfly Grove requires a diverse approach to address regulatory permitting, community engagement, tree management, trail design, protection of sensitive natural resources, fuel reduction, and other issues outlined in the City's Monarch Butterfly Habitat Management Plan. CONSULTANT provides scientific, computer modeling, and other biological expertise to assist with developing a comprehensive implementation plan that meets the goals and further defines the specific actions outlined in the Monarch Butterfly Habitat Management Plan.

Task 1: Tree Removals & Mitigation

Task 1.1 Collaborate with the project team to identify replacement tree planting locations for first aggregation site, Ellwood Main

Task 1.2 Identify and collect data for dead eucalyptus trees to trim and remove for:

Hazard (threatening private property and/or trails) mitigation, grove-wide

Implementation of the Community Wildfire Protection Program, grove-wide

Task 1.3 Identify native plant restoration location for Ellwood Main

Task 1.4 Utilize tree/grove imagery data collected by project team to update applicable tree inventory data at aggregation sites as applicable

Task 1.5 Assess tree health and identify threats at priority aggregation sites under the MBHMP Tree Management Program as needed

Task 2: Habitat Maintenance

Task 2.1 Identify locations where CWPP buffer treatments will be conducted and provide oversight during treatments

Task 2.2 Support the need for emergency tree removals (including) hazardous and fallen trees as needed

Task 2.3 Conduct a survey for non-native and invasive botanic species and map areas of highest need for removals of invasive species

Task 2.4 Review the need/feasibility of irrigating specific portions of the grove

Task 3. Enhancement Activities

Task 3.1 Collaborate with the project team to understand the long-range research studies being conducted

Task 3.2 Collaborate with the project team to utilize weather and imagery data collected and determine approach for adaptive management of the grove

Task 3.3 Collaborate with the project team to track ecosystem-wide tree and vegetation health using multispectral imaging

Task 4. Restoration Activities

Task 4.1 Identify native planting locations to occur in relationship to the Ellwood Main aggregation site

Task 4.2 Collaborate with project team to finalize comprehensive list of native plant species to install in restoration areas

Task 4.3 Collaborate with the project team and identify restoration activities to occur in the riparian corridor along Devereux Creek

Task 4.4 Conduct Jurisdictional Delineation (JD) at Devereux Creek and prepare a JD report

Task 4.5 Prepare and submit application packages to regulatory agencies for Devereux Creek restoration activities for temporary impacts during euc removals (assumes regulated by all 3 agencies)

Task 4.6 Identify other locations for restoration of native habitats within the grove

Task 4.7 Support the City in engaging with regulatory agencies

Task 4.8 Develop monitoring program for the grove in collaboration with the project team, utilizing data collected during studies

Task 4.9 Conduct a survey and records search of cultural resources and engage USACE for compliance with Section 106

Task 5 Protection/Monitoring Measures for Monarchs and Wildlife

Task 5.1 Conduct wildlife (other than butterfly or nesting birds) surveys as needed

Task 5.2 Review wildlife survey data from other consultants regarding nesting birds, etc.

Task 5.3 First Protocol monarch survey

Task 6 Public Access Improvements

Task 6.1 Collaborate with the project team to develop the Interpretive Program

Task 6.2 Coordinate internally with City departments to support outreach and education with the Community Advisory and Docent Program

Task 7: Rincon will prepare the content for the required sections of the CMP

Task 7.1 Tree Removals and Mitigation

Describe and map:

- Highest priority restoration sites and sequence for enhancements at aggregations sites
- Locations and extent of the aggregation sites as well as the secondary and associated area if larger area needs dead tree removals and/or trimming
- Describe means and methods for determining:
 - Dead eucalyptus tree removals/trimmings
 - Eucalyptus tree planting locations

Task 7.2 Habitat Maintenance

Describe means and methods for determining: CWPP buffer treatments, Emergency tree removals including hazardous trees, Fallen tree removals

Task 7 cont.

Mapping of and removal of invasive species (not eucalyptus)

Describe approach to irrigation of portions of the grove as maintenance

Prepare the integrated Pest Management Program Plan

Prepare the Waste Management Program Plan

Task 7.3 Enhancement

Collaborate with the project team to describe means and methods for studying and tracking weather, canopy data, overall grove health, dead eucalyptus trees, and locations of concentrated decline in the grove

Collaborate with the project team to describe the long-range research that will be conducted to understand monarch butterflies and their preferred habitat

Describe approach for adaptive management utilizing data collected by weather stations and imagery studies

Describe monitoring program for eucalyptus grove

Task 7.4 Restoration

Describe means and methods for determining:

Native plant restoration locations

Restoration activities to occur in the riparian corridor along Devereux Creek

Other locations for restoration of native habitats within the grove

Prepare section regarding the riparian nature of Devereux Creek. Prepare the Jurisdictional Delineation Report to be included as an appendix

Describe approach for engaging with regulatory agencies and partnering agencies

Prepare restoration monitoring section including goals, objectives, success criteria and reporting. Prepare the Restoration Monitoring Plan to be included as an appendix

Task 7.5 Wildlife

Describe data management approach for butterfly, nesting bird and other wildlife survey findings

Describe approach for conducting monarch and wildlife surveys and tracking presence/absence, protocol surveys at aggregations sites and grove-wide

Describe goals of enhancement in relationship to annual monarch butterfly overwintering observations

Describe survey results tracking methods and use of survey data in enhancement decisions

Describe methods for quantitative comparisons of data, and analysis to inform enhancement and restoration activities

Task 7.6 Public Access Improvements

Describe approach for public outreach and public education, which will be done in collaboration with the City's Community Advisory and Docent Program

Task 8 Project Management

Task 8.1 Rincon will support the City in preparation of the application form and supplemental documents as needed in combination with the CMP, such as the cover letter and Additional Details Appendices if needed.

Task 8.2 In order to ascertain approvals from the City Council, Coastal Commission the and public, we will prepare needed materials, and attend public meetings, workshops, and hearings as needed.

Task 8.3 Track the progress of application package once it's submitted to the Coastal Commission, provide responses as needed and coordinate and track overlapping activities, requirements, and reporting for related and subsequent CDPs

Task 8.4 Coordinate with the City and prepare materials to engage with and select contractors as needed

Task 8.5 Provide reports/data/materials as needed for City leadership and the public as needed

Task 8.6 Provide budgets, reports, and documentation for the Conservancy's Work Programs

Task 8.7 Attend weekly meetings, provide team coordination, and support with other activities as directed by the Open Space Manager.

Exhibit B
Schedule of Fees
Rincon Consultants, Inc. for Ellwood Mesa Monarch Butterfly Grove
Comprehensive Implementation Plan

2021 Standard Fee Schedule for Environmental Sciences and Planning Services

Professional, Technical & Support Personnel*	Hourly Rate
Principal II	\$247
Director II	\$247
Principal I	\$227
Director I	\$227
Senior Supervisor II	\$211
Supervisor I	\$201
Senior Professional II	\$180
Senior Professional I	\$165
Professional IV	\$149
Professional III	\$134
Professional II	\$118
Professional I	\$108
Associate III	\$98
Associate II	\$93
Associate I	\$84
Project Assistant	\$77
Senior GIS Specialist	\$144
GIS/CADD Specialist II	\$129
GIS/CADD Specialist I	\$115
Technical Editor	\$115
Production Specialist	\$91
Clerical	\$77

Direct Costs	Rate
Photocopies – Black and White	\$0.20 (single sided) & \$0.40 (double sided)
Photocopies – Color	\$1.50 (single sided) & \$3.00 (double sided)
Photocopies – 11 x 17	\$0.50 (B & W) & \$3.30 (color)
Oversized Maps	\$8.00/square foot
Reproduction: CDs and USB Flash Drive	\$15 / disc and \$20/flash drive

Equipment	Day Rate
Environmental Site Assessment	
Soil Vapor Extraction Monitoring Equipment	\$144
Four Gas Monitor	\$124
Flame Ionization Detector	\$100
Photo Ionization Detector	\$75
Hand Auger Sampler	\$57
Water Level Indicator, DC Purge Pump	\$41
Natural Resources Field Equipment	
UAS Drone	\$250
Spotting or Fiberoptic Scope	\$155
Pettersson Bat Ultrasound Detector/Recording Equipment	\$155
Sound Level Metering Field Package: anemometer, tripod and digital camera.	\$103
GPS (sub-meter accuracy)	\$60
Infrared Sensor Digital Camera or Computer Field Equipment	\$52
Scent Station	\$21
Laser Rangefinder/Altitude	\$10
Pit-fall Traps, Spotlights, Anemometer, GPS Units, Sterilized Sample Jar	\$8
Mammal Trap, Large/Small	\$1.50/\$.50
Water & Marine Resources Equipment	
Boat (26 ft. Radon or Similar)	\$565
Boat (20 ft. Boston Whaler or Similar)	\$310
Multi Parameter Sonde (Temp, Cond, Turbidity, DO, pH) with GPS	\$155
Water Quality Equipment (DO, pH, Turbidity, refractometer, temperature)	\$57
Refractometer (salinity) or Turbidity Meter	\$35
Large Block Nets	\$103
Minnow trap	\$88
Net, Hand/Large Seine	\$10/\$50
Field Equipment Packages	
Standard Field Package (digital camera, GPS, thermometer, binoculars, tablet, safety equipment, and botanic collecting equipment)	\$100
Remote Field Package, (digital camera, GPS, thermometer, binoculars, tablet and mifi, Delorme Satellite Beacon, 24-Hour Safety Phone)	\$130
Amphibian/Vernal Pool Field Package: (digital camera, GPS, thermometer, decon chlorine, waders, float tube, hand net, field microscope)	\$155
Fisheries Equipment Package: (waders, wetsuits, dip nets, seine nets, bubblers, buckets)	\$52
Underwater & Marine Sampling Gear includes: U/W Photo/Video Camera, SCUBA Equipment (Tanks, BCD, Regulators, Wetsuits, etc.)	\$50/diver
Marine Field Package: (Personal Flotation Devices (PFDs), 100 ft. Reel Tapes w/ Stainless Carabiners, Pelican Floats, Underwater Slates, Thermometer, Refractometer, Anemometer, various Field Guides)	\$50
Insurance, Hazard & Safety Fees	
L & H Dive Insurance	\$50/diver
Level C Health and Safety	\$60 person