



**Agenda Item B.6**  
**CONSENT CALENDAR**  
**Meeting Date: July 16, 2019**

**TO:** Mayor and Councilmembers

**FROM:** Charles W. Ebeling, Director of Public Works

**CONTACT:** Paul Medel, Public Works Manager

**SUBJECT:** Award of Master Service Agreement (MSA) to Rincon Consultants, Inc. for Open Space Management Services

**RECOMMENDATION:**

- A. Authorize the City Manager to execute a Professional Design Services Agreement with Rincon Consultants, Inc. (Rincon), for Open Space Management Services in a total amount not to exceed \$180,000 and with a termination date of December 31, 2019, subject to the requirements of the contract documents (Attachment 1);
- B. Approve a budget appropriation of \$180,000 from Fund 101 (General Fund Unassigned Fund Balance) to the Parks and Open Space Division 5400 account 101-5-5400-500.

**BACKGROUND:**

The City of Goleta's Open Spaces are a vibrant mix of tree species and open areas that create a healthy ecosystem that is valued and cared for by the City. They serve as an essential environmental community benefit and the City is proud to oversee nearly 500 acres of land areas for public parks, recreation and open land uses and private recreational lands. With its significant environmental values or resources, wildlife habitats, views and other open space values, open space lands are intended to be maintained in their natural condition to protect and conserve sensitive habitat and wildlife. The City of Goleta is proud to provide these types of beautiful areas for its community.

The City has completed a number of open space related plans that can guide open space maintenance activities. These plans include:

- Ellwood Mesa Monarch Butterfly Habitat Management Plan
- Ellwood – Devereux Coast Open Space and Habitat Management Plan
- Ellwood Mesa / Sperling Preserve Open Space 2018 Implementation Plan
- Community Wildfire Protection Plan
- Lake Los Carneros Management Plan

The City's Open Space falls into three distinct categories: 1) Large Open Spaces; 2) Pocket Open Spaces; and, 3) Open Spaces within developed Parks. The large open spaces include:

- Ellwood Mesa Open Space
- Lake Los Carneros

The Pocket Open Spaces developed include:

- San Miguel Open Space
- Winchester I Open Space
- Willow Springs Open Space
- Brandon at Calle Real Open Space
- La Goleta Open Space
- Oro Verde Open Space
- Andamar Open Space
- Evergreen Open Space
- Stow Open Space
- Brandon (North of Cathedral Oaks Behind Apartments)

Open Spaces within developed Parks include:

- Andamar Park
- Armstrong Park
- Bella Vista Parks I
- Bella Vista Parks II
- Nectarine Park
- San Miguel Park
- Stow Grove Park
- Mathilda Park
- Winchester Park I
- Winchester Park II
- Armitos Park
- Evergreen Park
- Santa Barbara Shores Park
- Lake Los Carneros
- Emerald Terrace Tennis Courts
- Stow Tennis Courts Stow Museum Park

On March 11, 2016, the Public Works Department solicited Statements of Qualifications (SOQ) with a Request for Qualifications (RFQ) for On-Call Professional Engineering and Environmental Services for the following service categories:

- Project Management
- Engineering
- Geotechnical Engineering
- Traffic Engineering
- Surveying

- Landscape Design
- Environmental Planning
- Development Review
- Construction Management, Inspection and Testing (CMIT)

SOQs were received on April 27, 2016. Through this RFQ process the Public Works Department established a list of the most qualified consultants for each of the services categories listed above. Through this process, Rincon Consulting was selected under the Environmental Planning category.

## **DISCUSSION:**

City staff and the Council continue to work with the public on open space issues. However, due to the amount and complexity of open space areas, the extent of planning required to establish workplans, protocols and procedures to successfully manage the City's Open Space is extensive and beyond the scope of available in-house City Public Works staff.

As part of this effort, staff proposes to engage Rincon to serve as a contract Open Space Manager through December 31, 2019. In addition, as required Rincon will be authorized to deliver specific tasks approved through individual task orders, that will be issued under a Master Services Agreement (MSA).

Examples of Task Orders that would be performed under the MSA, if requested by the City, include:

- a. Development of Tree and Open Space Management Program.
- b. Development of Tree and Open Space Five Year Maintenance Plan.
- c. Development of Tree and Open Space Annual Maintenance Project.
- d. Baseline mapping of City open space areas, including acquisition and assimilation of available GIS data.
- e. Biological studies, including habitat assessments, butterfly surveys, nesting bird surveys, stream/wetland delineations, and others.
- f. Oversight of arborist services. Arborist services may include tree mapping, health assessments, and recommendations for care.
- g. Cultural resources evaluations and surveys, including architectural history.
- h. Interaction with the public, City staff, and decision-makers regarding open space issues.
- i. Development of operating procedures, including triggers for environmental protections or public outreach, to ensure responsible conduct and build trust in the Public Works Department.
- j. Trail Maintenance Plans.
- k. Development of management plans for specific resources or areas.
- l. Direction and monitoring of personnel performing operational or maintenance actions.
- m. Support in obtaining permits or grants for Public Works projects in Open Space areas.
- n. CEQA compliance, including exemptions and environmental documents.

- o. Execution of actions identified in the Ellwood Mesa Monarch Butterfly Habitat Management Plan.

The services that will be provided under this agreement will be performed under the direction of Mr. Christopher Julian, Principal at Rincon, out of Rincon's Santa Barbara office. Rincon will use the full breadth of its staff to complete the requested services, and will use personnel who are familiar with the City's properties when feasible to maintain efficiency.

Public Works staff recommends that the City Council authorize the City Manager to execute a Professional Design Services Agreement with Rincon Consultants, Inc. for open space management services in an amount not to exceed \$180,000, with a termination date of December 31, 2019.

**FISCAL IMPACTS:**

There are insufficient funds in the Parks and Open Space Division under Public Works Department to cover this agreement of the total not to exceed amount of \$180,000. Staff is recommending an appropriation of \$180,000 to support this agreement from General Fund Unassigned Fund Balance. Approximately \$3 million is available in unassigned fund balance.

| <b>Open Space Management Services, FY 19/20</b> |                  |                       |                               |                                 |                         |
|---|------------------|-----------------------|-------------------------------|---------------------------------|-------------------------|
| <b>Account</b>                                  | <b>Fund Type</b> | <b>Current Budget</b> | <b>YTD &amp; Encumbrances</b> | <b>Requested Appropriations</b> | <b>Available Budget</b> |
| 101-5-5400-500                                  | General Fund     | \$13,200              | \$0                           | \$180,000                       | \$193,200               |


Additionally, the City has been successful in obtaining a \$3.9 million Coastal Conservancy grant. The grant funding will be used for offsetting the cost of management, maintenance and project costs associated with the Ellwood Mesa Butterfly Habitat areas. Therefore, a portion of the cost of the Rincon work associated with the Ellwood Mesa Butterfly Habitat area will offset by the grant. Recommended appropriations for this grant will be brought to Council at a future meeting.


**ALTERNATIVES:**

The Council may elect not to proceed with the recommended Professional Design Services Agreement, in which case, Rincon Consultants, Inc. would not be available to assist the City with open space management services.

**Legal Review By:**

**Approved By:**

  
Michael Jenkins  
City Attorney

  
Michelle Greene  
City Manager

**ATTACHMENTS:**

1. Professional Design Services Agreement with Rincon Consultants, Inc.



## **ATTACHMENT 1**

Professional Design Services Agreement with Rincon Consultants, Inc.





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

This AGREEMENT FOR PROFESSIONAL DESIGN SERVICES (herein referred to as "AGREEMENT") is made and entered into this 16<sup>th</sup> day of July 2019, 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 open space management services for the Parks and Open Space Management Plan; and

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

**WHEREAS**, the CITY procured these services in compliance with Goleta Municipal Code Section 3.05.240. CONSULTANT was approved by Council on December 20, 2016 and placed on a short list of pre-approved Consultants for Environmental Planning services after a review of a Request for Qualification based selections; and

**WHEREAS**, the City Council, on this 16<sup>th</sup> day of July 2019, 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 Parks and Open Space Management Plan Services in conjunction with the Parks and Open Space Management Plan shall generally include topics related to inventory, classification, maintenance, management and restoration of City open spaces 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 one hundred eighty thousand dollars (\$180,000) (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

Hourly at the hourly rates and with reimbursement to CONSULTANT for those expenses set forth in CONSULTANT's Schedule of Fees marked Exhibit "B," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until December 31, 2019, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager as described in Section 5 (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

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

### **4. EXTRA SERVICES**

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

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

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

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

## **6. TERM, PROGRESS AND COMPLETION**

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

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

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

## **9. HOLD HARMLESS AND INDEMNITY**

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

connected, directly or indirectly, with CONSULTANT's performance of any activity or work required under this AGREEMENT.

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

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

## **10. INSURANCE**

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

Insurance shall include the following (or broader) coverage:

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



- c) Workers' Compensation insurance complying with California worker's compensation laws, including statutory limits for workers' compensation and an Employer's Liability limit of \$1,000,000 per accident or disease.
- d) Professional liability insurance that covers the services to be performed in connection with this agreement, in the minimum amount of \$2,000,000 per claim and in the aggregate.

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

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

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

#### **11. RELATIONSHIP OF CONSULTANT TO CITY**

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

#### **12. CORRECTIONS**

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

#### **13. TERMINATION BY CITY**

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



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

**14. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE**

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

**15. AUDIT OF RECORDS**

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

**16. WAIVER; REMEDIES CUMULATIVE**

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

**17. CONFLICT OF INTEREST**

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

**18. CONSTRUCTION OF LANGUAGE OF AGREEMENT**

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

**19. MITIGATION OF DAMAGES**

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

**20. GOVERNING LAW**

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

**21. TAXPAYER IDENTIFICATION NUMBER**

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

**22. NON-APPROPRIATION OF FUNDS**

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

**23. MODIFICATION OF AGREEMENT**

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



**24. USE OF THE TERM "CITY"**

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

**25. PERMITS AND LICENSES**

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

**26. CAPTIONS**

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

**27. AUTHORIZATION**

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

**28. ENTIRE AGREEMENT BETWEEN PARTIES**

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

**29. PARTIAL INVALIDITY**

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

**30. NOTICES**

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

TO CITY:

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

TO CONSULTANT:

Attention: Christopher Julian,  
Sr. Regulatory Specialist  
Rincon Consultants, Inc.  
209 East Victoria Street  
Santa Barbara, CA 93101

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

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

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

**CITY OF GOLETA**

\_\_\_\_\_  
Michelle Greene, City Manager

**CONSULTANT**

  
\_\_\_\_\_  
Steven Hongola  
Vice President

**ATTEST**

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

  
\_\_\_\_\_  
Laci Davis  
Chief Financial Officer

**APPROVED AS TO FORM**

  
\_\_\_\_\_  
Winnie Cai, Assistant City Attorney

## **Exhibit A Scope of Work**

Consultant understands that Open Space areas subject to the Department of Public Works' preview include two major unimproved Open Space areas (Ellwood Mesa, Lake Los Carneros) and a patchwork of smaller city-owned Open Space areas throughout the City, as well as natural areas within parkland settings (e.g., the redwood grove in Stow Grove Park). Consultant shall provide services on an "as-requested" basis, with task orders for specific services issued under a Master Services Agreement (MSA). Consultant understands that the City desires this support for the requested services may encompass a broad range of topics related to the inventory, classification, maintenance, management, and restoration of City open spaces. Included tasks that could be performed under this Master Service Agreement (MSA), if requested by the City, may include, but not limited to:

- Baseline mapping of City open space areas, including acquisition and assimilation of available GIS data
- Biological studies, including habitat assessments, butterfly surveys, nesting bird surveys, stream/wetland delineations, and others
- Professional arborist services, including tree mapping, health assessments, and recommendations for care
- Cultural resources evaluation and surveys, including architectural history
- Assessment of potentially contaminated sites or other liabilities
- Interaction with the public, City staff, and decision-makers regarding open space issues
- Development of operating procedures, including triggers for environmental protections or public outreach, to ensure responsible conduct and built trust in the Public Works Department
- Recreational use studies and trails management
- Development of management plans for specific resources or areas
- Direction and monitoring of personnel performing operational or maintenance actions
- Support in obtaining permits or grants for Public Works projects in Open Space areas
- CEQA compliance, including exemptions and environmental documents
- Execution of actions identified in the Ellwood Mesa Monarch Butterfly Habitat Management Plan

- Assistance with processing permits for scientific studies on City Open Space, or developing procedures to process such permits
  - Such tasks shall include comprehensive update to the 1999 Lake Los Carneros Management Plan.



**Exhibit B  
Schedule of Fees**

| <b>Professional, Technical &amp; Support Personnel</b> | <b>Hourly Rate</b> |
|--|--------------------|
| Principal II / Director II                             | \$235              |
| Principal / Director I                                 | \$215              |
| Senior Supervisor II                                   | \$200              |
| Supervisor I   | \$190              |
| Senior Professional II                                 | \$170              |
| Senior Professional I                                  | \$156              |
| Professional IV  | \$140              |
| Professional III                                       | \$125              |
| Professional II  | \$112              |
| Professional I   | \$100              |
| Associate III  | \$92               |
| Associate II   | \$86               |
| Associate I  | \$80               |
| Project Assistant                                      | \$75               |
| Senior GIS Specialist                                  | \$136              |
| GIS/CADD Specialist II                                 | \$120              |
| GIS/CADD Specialist I                                  | \$108              |
| Technical Editor                                       | \$110              |
| Production Specialist                                  | \$86               |
| Clerical   | \$75               |

| <b>Direct Costs</b>           | <b>Rate</b>                                   |
|-------------------------------|---|
| Photocopies – Black and White | \$0.20 (single sided) & \$0.36 (double sided) |
| Photocopies – Color           | \$1.50 (single sided) & \$3.20 (double sided) |
| Photocopies – 11 x 17         | \$0.80 (B&W) & \$3.20 (color)                 |
| Oversized Maps                | \$8.00 / square foot                          |
| Reproduction: CDs             | \$10 / disc                                   |

| <b>Equipment</b>  | <b>Day Rate</b> |
|---|-----------------|
| <b>Environmental Site Assessment</b>  |                 |
| Brass Sample Sleeve, Bailers, Disposable Bailers  | \$25            |
| Water Level Indicator, DC Purge Pump  | \$40            |
| Hand Auger Sampler  | \$55            |
| Oil-Water Interface Probe   | \$85            |
| Four Gas Monitor or Photo-Ionization Detector   | \$120           |
| Soil Vapor Extraction Monitoring Equipment  | \$140           |
| Flame Ionization Detector   | \$200           |
| <b>Natural Resources Field Equipment</b>  |                 |
| Trimble GPS (sub-meter accuracy)  | \$190           |
| UAS Drone   | \$250           |
| Pettersson Bat Ultrasound Detector/Recording Equipment  | \$150           |
| Spotting or Fiberoptic Scope  | \$150           |
| Amphibian/Vernal Pool Field Package: (digital camera, GPS, thermometer, decon chlorine, waders, float tube, hand net, field microscope)   | \$150           |
| Remote Field Package: (digital camera, GPS, thermometer, binoculars, tablet and mifi, Delorme Satellite Beacon, 24-Hour Safety Phone)   | \$125           |
| Sound Level Metering Field Package: anemometer, tripod and digital camera   | \$100           |
| Standard Field Package (digital camera, GPS, thermometer, binoculars, tablet, safety equipment, and botanic collecting equipment)   | \$95            |
| Fisheries Equipment Package: (waders, wetsuits, dip nets, seine nets, bubblers, buckets)  | \$50            |
| Water Quality Equipment (DO, pH, Turbidity, refractometer, temperature)   | \$55            |
| Large Block Nets  | \$100           |
| Minnow trap   | \$85            |
| Infrared Sensor Digital Camera or Computer Field Equipment  | \$50            |
| Scent Station   | \$20            |
| Laser Rangefinder/Altitude  | \$10            |
| Net, Hand/Large Seine   | \$10/\$50       |
| Pit-fall Traps, Spotlights, Anemometer, GPS Units, Sterilized Sample Jar  | \$8             |
| Mammal Trap, Large/Small  | \$1.50/\$.50    |
| <b>Water &amp; Marine Resources Equipment</b>   |                 |
| Refractometer (salinity) or Turbidity Meter   | \$35            |
| Multi Parameter Sonde (Temp, Cond, Turbidity, DO, pH) with GPS  | \$150           |
| Boat (20 ft. Boston Whaler or Similar)  | \$300           |
| Boat (26 ft. Radon or Similar)  | \$550           |
| Side Scan or Single Beam Sonar  | \$700           |
| 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), 100ft. Reel Tapes w/ Stainless Carabiners, Pelican Floats, Underwater Slates, Thermometer, Refractometer, Anemometer, various Field Guests) | \$50            |
| <b>Insurance, Hazard &amp; Safety Fees</b>  |                 |
| L & H Dive Insurance  | \$50/diver      |
| Hazard Premium (In or Underwater ONLY per/hour)   | \$1.25 x hourly |
| Level C Health and Safety   | \$60 person     |