



**TO:** Mayor and Councilmembers

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

**CONTACT:** George Thomson, Parks and Open Space Manager

**SUBJECT:** Proposed Habitat Enhancement Work and Award of Design Service Agreements for the Ellwood Mesa Monarch Butterfly Grove

**RECOMMENDATION:**

- A. Receive a status update on the Ellwood Mesa Monarch Butterfly Habitat Management Plan;
- B. Approve and authorize the City Manager to execute a Professional Design Services Agreement with RRM Design Group for landscape architecture, graphic design, and project management assistance, in an amount not to exceed \$188,000 and with a termination date of June 30, 2025;
- C. Approve and authorize the City Manager to execute a Professional Design Services Agreement with Althouse and Meade, Inc., for butterfly aggregation site assessments and habitat enhancement recommendations in an amount not to exceed \$245,000 with a termination date of June 30, 2025;
- D. Authorize the City Manager to execute a Professional Design Services Agreement with Rincon Consultants, Inc., for biologist, arborist, and permitting services in an amount not to exceed \$158,000 and with a termination date of June 30, 2025; and
- E. Authorize City staff to submit a Coastal Development Permit application to the California Coastal Commission for a five-year waiver-de-minimis to allow for ongoing maintenance work identified in the adopted Ellwood Monarch Butterfly Habitat Management Plan.

**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, and compatible recreational opportunities. Attachment 1 depicts the MBHMP coverage area and the six primary aggregation sites monarch butterflies use during their overwinter stay.

The MBHMP provides the overall framework to improve the monarch grove; however, specific implementing actions are not detailed in the plan. For example, the MBHMP's Tree Management Program does not identify which dead trees should be removed. The next phase of work proposed in the service agreements presented for City Council's approval will develop the detailed technical studies, landscape plans, and other efforts required to implement the MBHMP.

## **DISCUSSION:**

Currently, work at the Ellwood Mesa Monarch Grove includes annual butterfly population monitoring, trash management and removal of abandoned homeless encampments, and, in the past year, temporary closures of the Ellwood Mesa parking lot to reduce the spread of COVID-19. An overview of the monarch butterfly population status, project funding, permitting, and proposed phases of design and implementation is described below.

### Monarch Butterfly Population Counts

Overwintering monarch butterflies at Ellwood Mesa have been counted annually since 1989. Currently, the City of Goleta contracts with Rincon Consultants, Inc. to perform monarch butterfly surveys every two weeks from October to March. Survey results indicate the monarch butterfly overwintering population fluctuates annually, but recent years have seen a dramatic decline to historically low numbers. The past four consecutive years recorded the lowest numbers of overwintering monarch butterflies at Ellwood Mesa since 1989, going from a high of 47,510 estimated butterflies in 2011 to fewer than 16 individuals this past season. This marked decline locally was also observed at other overwintering monarch butterfly sites in California, with fewer than 2,000 total monarch butterflies recorded statewide for the 2020-2021 season. These observations indicate wider patterns of declining habitat quality, prolonged impacts from the recent drought, effects from residual pesticide use, and disease. Locally, improving habitat conditions at the Ellwood Mesa butterfly grove can help reverse these trends. Annual counts of overwintering monarch butterflies will continue during the implementation phases of the MBHMP.

### California Coastal Conservancy Grant

In 2019 the City received a \$3.9 million grant to begin design, permitting, and implementation of the MBHMP. The original grant agreement only included 1.5 years to complete all phases of work. During the past year, staff worked closely with the Coastal Conservancy and our local legislators to extend the grant timelines to allow for an additional four years to complete all work funded by the grant. In addition, a detailed work program was developed to outline the proposed design phases, community outreach, permitting, enhancement work, and site monitoring. The adopted Coastal Conservancy grant work program is included as Attachment

2. The grant work program is anticipated to be updated in coordination with Coastal Conservancy staff as design work and community input progresses. The grant budget line items in the work program are staff's best estimate at this time and are subject to change as project implementation phases are scoped and refined, competitive public bids are received, and the field work and adaptive management is completed.

#### Ellwood North Monarch Butterfly Aggregation Site

The first area of enhancement work is anticipated to be at the Ellwood North site, directly east of the Ellwood Mesa Parking Lot. The specific work proposed at this location includes the removal of fallen debris and approximately 90 dead eucalyptus trees, planting of approximately 1,000 native plants and 63 eucalyptus trees, installation of educational and safety signage, installation of a temporary irrigation system, and ongoing monitoring of the butterfly population and new plantings. The first phase of on-the-ground work is anticipated to begin this fall, pending a community outreach meeting, submittal of the final landscape plans, a monitoring program, and a public access and signage plan. This initial work will include dead tree removals and preparing the site for planting. It is anticipated there will be a very high level of interest in the project from neighbors and community groups. In order to maximize outreach, the project team will be producing project multimedia outreach materials, hosting pre-work outreach meetings, and working with the City's communications team to ensure the neighborhood and visitors are informed of the project scope and timelines. City Council will be updated on the progress and timing of the implementation project during the summer months leading up to groundbreaking. The ideal time for dead tree removal work in the grove is during the month of September, prior to the typical arrival of the overwintering butterflies and after the bird nesting season.

#### Project Permitting

Work associated with the Ellwood North site is permitted through the California Coastal Commission via a Coastal Development Permit (CDP) specific to the Ellwood North work area. The work approved for the Ellwood North site resulted from permit conditions associated with emergency tree removals performed by the City in 2017 at a portion of the grove located south of Ellwood North. Submittal of a separate application to the Coastal Commission for a CDP that would cover future comprehensive improvements to the entire butterfly grove is a special condition of the Ellwood North CDP, meaning the City is required to develop an overall, comprehensive implementation plan for the entire grove and permit those efforts through a separate CDP issued by the Coastal Commission. The proposed approach to developing the comprehensive implementation plan is presented below in concept, as well as an on-going maintenance plan that is envisioned to be the City's approach to pro-actively manage trails, reduce fire risks through selective mowing and vegetation removal, address high risk trees, and other regular maintenance items.

In essence, moving from one-time emergency permits for single tree removals and follow-up CDPs to a comprehensive CDP for overall grove improvements would create efficiencies for staff at both agencies, while still maintaining a transparent public hearing process for the community's review and input. These one-time activities covered by the comprehensive CDP will likely include addressing the large backlog of deferred maintenance in the grove, creating

baseline conditions for fire-related vegetation management consistent with the adopted Community Wildfire Prevention Plan, trail rerouting and any required grading, and installation of new pedestrian bridges or culvert crossings at Devereux Creek. These types of activities are distinct from the ongoing maintenance activities required to actively manage over 75 acres of eucalyptus, riparian, and native shrubland habitat.

To provide permit coverage for ongoing stewardship and maintenance activities, now and into the future, City staff propose using the Coastal Commission's CDP waiver-de-minimis process to allow the City to perform a pre-defined range of trail and tree maintenance, habitat enhancement, and stewardship activities without the administrative burden of separate CDPs once the comprehensive plan is implemented. The CDP waiver-de-minimis permit is used successfully by the California Department of Parks and Recreation at Gaviota State Park to manage sediment and native vegetation at the creek crossing near the entrance of the park. This is a good model as it provides longer term permit coverage for ongoing work and it obviates the need to apply for individual CDPs to address items such as trees that fall across access trails.

Staff are seeking City Council authorization to apply for a Coastal Development Permit waiver-de-minimis as soon as possible to allow for ongoing maintenance activities in the grove. Proposed maintenance activities are required to be consistent with the Coastal Act, the City's General Plan, Municipal Code, Community Wildfire Prevention Plan (CWPP), and the MBHMP's environmental document. The technical consultant team, in coordination with City staff, will detail the range of maintenance activities anticipated to occur during regular, ongoing stewardship of the grove. Representative maintenance activities include post-storm trail clearing and minor regrading, replacing signage, repairing fencing, trash management, removing invasive plants such as ivy from the base of eucalyptus, irrigation repair, and annual vegetation management to reduce fire risk in the CWPP zones. If the permit is approved, City staff and contractors would implement regular, on-going maintenance under the guidance of the project's monarch butterfly biologist, a certified arborist, the City's Parks and Open Space Manager, a qualified biologist to ensure birds and other species are not impacted, and a representative from County Fire when implementing the CWPP maintenance. The CDP waiver-de-minimis would not provide permit coverage for major work identified in the comprehensive implementation plan.

#### Proposed Consultants Team and the Comprehensive Implementation Plan

The development of a comprehensive plan to manage and restore the butterfly aggregation sites within Ellwood Mesa requires a variety of technical skills, expertise, and coordination. City staff recommend hiring three consultant firms that each bring specific expertise needed to develop the MBHMP's comprehensive implementation plan. Each consultant's overall role is defined below. Their specific scopes of work and contracts are included in Attachments 3, 4, and 5.

*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 will detail tree size and counts, forest canopy structure, dead/alive tree status, and wind and sunlight infiltration into the aggregation areas. Climate and physical forest structure models are proposed to predict ideal tree density to support ongoing management of the eucalyptus forest for the benefit of monarch butterflies and other wildlife. Specific to monarch butterfly overwintering aggregation sites, the openings within the forest structure are proposed to be measured and/or modelled to understand what physical characteristics create an ideal overwintering site.

During the past decade, the Ellwood North site has degraded to the point where it can no longer support overwintering monarchs. Understanding the physical characteristics of an overwintering monarch butterfly site will guide the rehabilitation of Ellwood North and other local sites, as well as provide other monarch grove managers throughout the state with important recommendations to guide the management of the western population of monarchs. In addition, multispectral analysis, a remote sensing technique that will indirectly measure the amount of chlorophyll in the eucalyptus leaves, will identify live foliage and estimate tree health. These tools will create a baseline to detect future changes to the grove's health, which is a critical need as we prepare for potentially extended drought conditions. Specific recommendations derived from the physical assessments and modeling of the grove will include identification of individual dead tree removals and trimming, live tree trimming, new tree planting locations, water deficit calculations (irrigation needs), tree hazard management, and a long-term adaptive management plan.

*Rincon Consultants, Inc.*

Rincon Consultants will provide 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. Rincon Consultants were instrumental in the development of the MBHMP's environmental document and served as the interim project manager prior to hiring of the City's Parks and Open Space Manager.

*RRM Design Group, Inc.*

New to the team, RRM Design Group is a full-service landscape architecture, planning, and engineering firm that will provide technical expertise with graphics, outreach materials, signage design, and landscape architecture plans, details, and specifications for bidding and construction. RRM will also provide critical assistance with project management, trail planning, a conceptual restoration plan for Devereux Creek, and the interpretive signage program.

Community Wildfire Protection Plan Implementation

The potential for wildfire within the Ellwood Mesa eucalyptus grove is one of the major threats to monarch butterfly aggregation sites and adjacent residences. The City of Goleta's Community Wildfire Protection Plan (CWPP), adopted by City Council in 2012, is a guiding document that seeks to understand the threat of wildfires, identify the community's values, and determine whether these values are vulnerable to damage or loss from wildfire. The CWPP enhances community wildfire protection by identifying fire hazard treatments, such as fuel reduction, which are in balance with sustainable ecological management and fiscal resources. The prescriptive actions in the City of Goleta's CWPP are based on a science-based assessment that included extensive field data gathering, compilation of existing data and information, and the participation of stakeholders such as citizens, business owners, local organizations, community leaders, and agencies such as Santa Barbara County Fire Department (SBCFD) and the Los Padres National Forest.

For the Ellwood Mesa, the CWPP outlines specific recommended actions that will reduce the threat of widespread wildfire and the potential loss of property, human life, and wildlife. These actions include fuel modifications within set buffer zones adjacent to residences, including reducing fine fuels, such as annual grasses, via seasonal mowing; trimming and thinning trees that do not provide protection to monarch butterfly aggregation sites; and clearing dead and downed wood. The full prescriptive fuel reduction work and the specific work zones at the Ellwood Mesa butterfly grove are found in Attachment 6. City staff propose to include much of the annual mowing, debris pile removal, and smaller downed, dead tree removals in the CDP waiver-de-minimis application as this work will be ongoing, on an annual basis. Work proposed around The Bluffs housing development is proposed to be included in this ongoing defensible space clearing.

#### Next Steps

Pending City Council approval of the consultant team contracts and granting City staff authority to apply for a CDP waiver-de-minimis permit, the following outlines the major next steps to proceed to on-the-ground work at the Ellwood Mesa Monarch Grove:

- Finalize landscape plans and bid documents for the Ellwood North site
- Submit the CDP application for on-going maintenance work covered under a CDP waiver-de-minimis permit
- Develop the Draft Comprehensive Implementation Plan
- Host Community Outreach Workshops
- Implement the first phase of the Ellwood North enhancement project, slated for fall September 2021

City staff will return to Council for further direction following input from Community workshops and the development of the draft Comprehensive Implementation Plan.

#### **GOLETA STRATEGIC PLAN:**

Implementation of the Ellwood Mesa Monarch Butterfly Habitat Management Plan includes many actions that meet City-wide strategies and specific goals. Implementing actions in the MBHMP include planting of native plants, reducing fire risk through fuel reduction and coordination with County Fire, supporting the develop of new educational

and recreational opportunities, and increased focus on the trail system within the monarch grove.

**City-Wide Strategy:** Support Environmental Vitality  
**Strategic Goal:** Adopt best practices in sustainability

**City-Wide Strategy:** Support Community Vitality and Enhanced Recreational Opportunities  
**Strategic Goal:** Support programs that enhance quality of life in the Goleta community such as recreation, public safety, human services, and cultural arts  
**Strategic Goal:** Promote public engagement in the civic process and at City and community events

**City-Wide Strategy:** Strengthen Infrastructure  
**Strategic Goal:** Strengthen Citywide infrastructure including roads and traffic circulation, including bicycle lanes, paths, and sidewalks

**City-Wide Strategy:** Maintain A Safe Community  
**Strategic Goal:** Participate in regional public safety collaboration

#### **FISCAL IMPACTS:**

All proposed work at the Ellwood Mesa Monarch Butterfly Grove is anticipated to be funded through the California Coastal Conservancy's \$3.9 million grant. The recent grant extension authorized by the Coastal Conservancy allows the City to expend the grant funds through February 2025. After that time, work will need to be funded by the City's General Fund or via other grants or sources.

#### **ALTERNATIVES:**

City Council can choose to direct staff to solicit technical services from other consultant firms. However, this will cause additional delay for the implementation of the MBHMP. For the Coastal Development Permit waiver-de-minimis application, City Council can decide to not grant authorization to submit a CDP application. However, that will likely result in no on-the-ground maintenance work occurring this season, including defensible space work around the Santa Barbara Shores and The Bluffs neighborhoods. Draft designs and a summary of community input related to the Comprehensive Implementation Plan will return to City Council for input and a request for authorization to submit a separate CDP application for the larger, one-time work associated with the implementation plan.


**Reviewed By:**

  
Kristine Schmidt  
Assistant City Manager

**Legal Review By:**

  
Michael Jenkins  
City Attorney

**Approved By:**

  
Michelle Greene  
City Manager

**ATTACHMENTS:**

1. Ellwood Monarch Butterfly Habitat Management Plan Coverage Area
2. Coastal Conservancy Grant Work Plan for the Ellwood Mesa Monarch Butterfly Enhancement Project
3. Professional Services Agreement with Althouse and Meade, Inc.
4. Professional Services Agreement with Rincon Consultants, Inc.
5. Professional Design Services Agreement with RRM Design Group, Inc.
6. Community Wildfire Prevention Plan Map and Work Zones for Ellwood Mesa
7. Presentation Proposed Habitat Enhancement Work and Award of Design Service Agreements for the Ellwood Mesa Monarch Butterfly Grove



## **ATTACHMENT 1**

### **ELLWOOD MONARCH BUTTERFLY HABITAT MANAGEMENT PLAN COVERAGE AREA**



**Figure 2. Monarch Butterfly Aggregation Sites**

## **ATTACHMENT 2**

### **COASTAL CONSERVANCY GRANT WORK PLAN FOR THE ELLWOOD MESA MONARCH BUTTERFLY ENHANCEMENT PROJECT**

# WORK PROGRAM

City of Goleta

Ellwood Mesa Monarch Butterfly Enhancement Project

SCC Grant Agreement # 18-136

March 2021

## I. PROJECT DESCRIPTION

This project will implement the Ellwood Mesa/Sperling Preserve Open Space Monarch Butterfly Habitat Management Plan (“Management Plan”). The City of Goleta (Grantee) will improve and actively manage the Ellwood Mesa eucalyptus forest for the benefit of the overwintering population of the monarch butterfly (*Danaus plexippus*) and other wildlife. Native habitat restoration is also proposed to improve nectar sources for pollinators and increase species diversity along the forest-grassland and eucalyptus-riparian ecotones. Additional project components will provide community education and outreach, trail system improvements, create a new signage program, and develop a conceptual restoration plan for Devereux Creek. An annual maintenance plan will also be established to ensure the long-term success of the project. The maintenance program will address trash management, invasive plant removal, landscape and irrigation (including tree care), visitor-serving amenities, and the annual maintenance of wildfire defensible space. The project also includes a monitoring, research, and adaptive management program to ensure proposed habitat maintenance and enhancement actions are informed by both site-specific and regional monarch butterfly habitat and population studies.

## II. SCOPE OF WORK

### TASK 1 PROJECT MANAGEMENT

The Grantee will coordinate with the Conservancy Project Manager to keep them informed about the status of the project. Grantee will be responsible for managing the budget and schedule, submitting requests for disbursement, and other project management activities. Before hiring subcontractors for work under this grant agreement, Grantee will submit subcontractor qualifications to perform specified tasks for the review and approval of the Conservancy Project Manager. In the progress reports, the Grantee shall document all subcontractor activities, deliverables completed, progress, issues, and proposed resolutions.

**Task 1 Deliverables:** Progress reports, invoices, and subcontract documentation

## **TASK 2            SITE MAINTENANCE PROGRAM**

The site maintenance program details the regular, ongoing land management tasks required to ensure a safe and enjoyable user experience and to facilitate the desired ecological trajectories for the eucalyptus forest, riparian zones, native grassland, and other habitats. Work in this program includes daily site maintenance, such as trash management, as well as seasonal items like fuel reduction, weeding, and trail maintenance.

**Task 2 Deliverable(s):** Quarterly Maintenance Report, Copies of Signage, and Five-Year Maintenance Plan

## **TASK 3            PLANNING, DESIGN, AND PERMITTING**

This area of work will produce the detailed plans and necessary permit applications for construction and associated improvements to the butterfly grove. The project's technical consultant team, comprised of licensed landscape architects and engineers, professional biologists, certified arborists, and planners, will develop the construction documents required to solicit competitive bids, implement the work according to the recommended parameters, and to ensure the proposed on-the-ground improvements are consistent with the adopted management plan.

**Task Deliverable(s):** Butterfly Aggregation Site Enhancement Plans and Specs, Habitat Enhancement Landscape Plans and Specs, Devereux Creek Concept Restoration Plan, Jurisdictional Wetland Determination, Trail Improvement Plan and Specs, Permit Applications, and Issued Permits

## **TASK 4            OUTREACH AND EDUCATION**

Work in this area includes development of an outreach and education program to support docents, interpretive signage, school fieldtrips, non-guided visitors, and multi-media learning resources (webpage, videos, and social media). Community surveys will be conducted to solicit concerns, input, and questions from user groups. Temporary onsite signage will also be developed to both inform site visitors and neighbors about proposed work, upcoming construction, and ongoing management of the butterfly grove.

**Task 4 Deliverables:** Community workshop materials, survey results, links to website, published materials, signage, and docent program curriculum

**Task 5 PROJECT CONSTRUCTION**

Installation of large-scale habitat restoration, butterfly aggregation site improvements, and other landscape stewardship actions.

**Task 5 Deliverables:** Request for Bid solicitations, Bid submittal packages from bid awardees, progress invoices from contractors

**TASK 6 MONITORING, RESEARCH, AND ADAPTIVE MANAGEMENT**

Ongoing monitoring includes an annual butterfly count, tree health assessment and inventory (LIDAR and hyperspectral analysis), vegetation surveys, invasive species detection, recreation visitor impact assessment. Collected data will be used to inform management actions and provide for adaptive strategies to improve the butterfly grove, user experience, and native habitats.

**Task 6 Deliverables:** annual butterfly survey reports, tree inventory and maps, vegetation survey reports, adaptive management recommendations, photo and annual Mitigation, Monitoring, and Reporting Program reports

**III. SUBCONTRACTORS**

Grantee may award subcontracts, as necessary, to qualified consultants or other agencies. Prior to subcontractor initiating work under this agreement, the Grantee shall submit subcontractor qualifications along with a summary of tasks and deliverables to be completed by the subcontractor. These will be reviewed for approval by the Conservancy Project Manager.

**IV. SCHEDULE**

**Work Completion Date:** February 28, 2025

**Grant Termination Date:** March 31, 2045

The Grantee will submit project deliverables as listed in the schedule below. In the event the Grantee anticipates a delay in the project schedule, the Grantee shall inform the Conservancy Project Manager by email prior to the scheduled due date of that task or deliverable.

In the event the project cannot be completed prior to the completion date of the Grant Agreement, the Grantee shall request an extension by email, providing justification for

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the extension and a revised schedule of completion. There is no guarantee that the grant agreement will be extended.

<b>Task Number</b>	<b>Task Title</b>	<b>Deliverable</b>	<b>Estimated Start Date</b>	<b>Estimated Completion Date</b>
1	Project Management	<ul style="list-style-type: none"> <li>• Progress Reports</li> <li>• Requests for Disbursement</li> <li>• Invoices</li> <li>• Subcontract Documentation</li> </ul>	January 2021	Throughout the contract term
2	Maintenance Program	<ul style="list-style-type: none"> <li>• Five-Year Maintenance Plan</li> <li>• Maintenance Report</li> </ul>	January 2021	Throughout the contract term
3	Planning Design and Permitting	<ul style="list-style-type: none"> <li>• Butterfly Aggregation Site Enhancement Plans</li> <li>• Habitat Enhancement Landscape Plans</li> <li>• Devereux Creek Concept Restoration Plan</li> <li>• Jurisdictional Wetland Determination</li> <li>• Trail Improvement Plan</li> <li>• Permit Applications and Issued Permits</li> </ul>	January 2021	Various phases will be permitted throughout the contract term
4	Outreach and Education	<ul style="list-style-type: none"> <li>• Community Workshop Materials</li> <li>• User/Stakeholder Survey Results</li> <li>• Links to Website</li> <li>• Published Materials</li> <li>• Signage</li> </ul>	January 2021	Quarterly throughout the contract term

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		<ul style="list-style-type: none"> <li>• Docent Program Curriculum</li> </ul>		
5	Project Construction	<ul style="list-style-type: none"> <li>• Request for Bid solicitations</li> <li>• Bid Responses from Contract Awardees</li> <li>• Progress invoices from contractors</li> </ul>	July 2021	February 2025
6	Monitoring, Research, and Adaptive Management	<ul style="list-style-type: none"> <li>• Annual Butterfly Survey Reports</li> <li>• Tree Inventory and Maps</li> <li>• Vegetation Survey Reports</li> <li>• Adaptive Management Recommendations</li> <li>• Annual Mitigation, Monitoring, and Reporting Program Summary</li> </ul>	February 2020	Monthly throughout the contract term



**V. BUDGET OVERVIEW**

<b>Task Number</b>	<b>Task Title</b>	<b>Coastal Conservancy Grant</b>	<b>Estimated Other Funding</b>	<b>Total Budget</b>
1	Project Management	\$500,000	\$0	\$500,000
2	Site Maintenance Program	\$900,000	\$0	\$900,000
3	Planning, Design, and Permitting	\$600,000	\$0	\$600,000
4	Outreach and Education	\$150,000	\$0	\$150,000
5	Project Construction	\$1,500,000	\$0	\$1,500,000
6	Monitoring, Research, and Adaptive Management	\$250,000	\$0	\$250,000
<b>TOTAL</b>		<b>\$3,900,000</b>	<b>\$0</b>	<b>\$3,900,000</b>

**VI. BUDGET DETAIL**

**5.1 Direct Costs**

Reimbursement requests for the following direct costs are anticipated to be requested:

- Hand tools, minor equipment, and personal protective equipment, including but not limited to shovels, loppers, watering cans, gloves, hardhats, power tools to facilitate maintenance and volunteer work days at the site.
- Pre-fabricated bridges to allow for all-season crossing of Devereux Creek
- Site Amenities, including regulatory and interpretive signage, dog waste dispensers, trash and recycling cans, gates, benches, bike racks and other fixed items.

- Software purchases or subscriptions for project management, maintenance tracking, and signage design

## **5.2 Travel Costs**

Reimbursement requests for travel costs, consistent with the State's Travel Guidelines, are anticipated to include coverage of costs for travel required to attend Coastal Commission hearings for permitting and conferences related to monarch butterfly management.

## **5.4 Estimated Subcontractor Costs**

The estimated amount for each subcontractor is:

Total estimated subcontractor costs for pre-construction phase: \$1,000,000

Total estimated subcontractor costs for construction phase: \$1,700,000

Total estimated subcontractor costs for maintenance & monitoring phase: \$1,000,000

## **VII. PLAN FOR ACKNOWLEDGMENT**

All signage, websites, social media posts, workshop materials, community planting days, and other outward facing publicity and outreach will reference and acknowledge the Conservancy, consistent with the Grantor's Acknowledgement Plan and Logo Use Guidelines.

### **ATTACHMENT 3**

ALTHOUSE & MEADE, INC. PROFESSIONAL SERVICE AGREEMENT

**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 15<sup>th</sup> 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**

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

**Althouse and Meade, Inc.**

DocuSigned by:  
*LynneDee Althouse*  
\_\_\_\_\_  
4B3D0CB805A2457...  
LynneDee Althouse, President

**ATTEST**

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

DocuSigned by:  
*Daniel E. Meade, Althouse and Meade*  
\_\_\_\_\_  
61DB73FDFDE2479...  
Daniel Meade, Vice President

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

DocuSigned by:  
*Winnie Cai*  
\_\_\_\_\_  
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**

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

**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**

PROFESSIONAL SERVICES AGREEMENT WITH RINCON CONSULTANTS, INC

**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.

(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. 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**

**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:**  
MICHAEL JENKINS, CITY ATTORNEY

DocuSigned by:  
  
\_\_\_\_\_  
A1BF8F896161498...  
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
<b>Environmental Site Assessment</b>	
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
<b>Natural Resources Field Equipment</b>	
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
<b>Water &amp; Marine Resources Equipment</b>	
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
<b>Field Equipment Packages</b>	
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
<b>Insurance, Hazard &amp; Safety Fees</b>	
L & H Dive Insurance	\$50/diver
Level C Health and Safety	\$60 person

## **ATTACHMENT 5**

PROFESSIONAL DESIGN SERVICES AGREEMENT WITH RRM DESIGN GROUP,  
INC

**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**

**RRM Design Group**

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

\_\_\_\_\_  
Jeff Ferber, Principal

**ATTEST**

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

\_\_\_\_\_  
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**

### **COMMUNITY WILDFIRE PREVENTION PLAN MAP AND WORK ZONES FOR ELLWOOD MESA**



**Figure 3. CWPP-related fuel reduction zones within the MBHMP area**



**Table 14 Prescription Guidance for Butterfly Aggregation Areas Adjacent to Structures**

Location →	Primary Defense Zone (A) <sup>***</sup> (0 – 30')	Fuel Reduction Zone (B) <sup>***</sup> (30' – 100')
Fuel Type ↓	Based on Defensible Space PRC – 4291 and Firefighter Safety	
<b>Grass/ Forbs</b>	Reduce fuel depth to 4 inches; methods include mowing, masticating, weed-whacking, biological browsing	Same treatment as (A); longer grass in isolated open areas is acceptable.
<b>Surface dead/down material</b>	Clear dead/down flammable materials; methods include raking, hand-piling/removal, masticating chipping/dispersal on site	Reduce dead/down flammable material to < 3" depth; methods same as (A).
<b>Brush/ Shrub fuel</b>	Remove to a spacing (between edges of brush) generally 2x brush height on <20% slopes; methods include masticating or hand-cutting, biological browsing	Same Treatment as (A); a pocket or clump of brush can be treated as one large shrub in more open site conditions.
<b>Trees Overstory without brush understory</b>	<u>Trim or thin only trees that do not provide protection to monarch butterfly aggregation sites*</u> Thin smaller or unhealthy trees at 10 – 20 ft crown spacing ( as determined by slope, tree size and type); Leave larger trees unless toppling hazard.** Reduce ladder fuels by pruning lower branches 6-15 ft up, or lower 1/3 of tree height on trees smaller than 18 ft..	<u>Trim or thin only trees that do not provide protection to monarch butterfly aggregation sites*</u> Thin smaller or unhealthy trees at approximately 10 ft crown spacing (as determined by slope, tree size and type);. Leave larger trees unless toppling hazard.** Reduce ladder fuels by pruning lower branches approximately 6 ft up, or lower 1/3 of tree height on trees smaller than 18 ft..
<b>Trees Overstory with brush understory</b>	<u>Trim or thin only vegetation that does not provide protection to monarch butterfly aggregation sites*</u> Thin small or unhealthy trees at 10-20 ft crown spacing (based on slope, tree size and type). Leave larger trees at 10 ft. crown spacing unless toppling hazard.** ( Reduce ladder fuels by pruning lower branches 6-15 ft up, or lower 1/3 of tree height on smaller trees. In understory: remove brush ladder fuel. Methods include masticating or hand-cutting.	<u>Trim or thin only vegetation that does not provide protection to monarch butterfly aggregation sites*</u> Thin small or unhealthy trees to approximately 10 ft. crown spacing. Leave larger trees unless toppling hazard.** Reduce ladder fuels by pruning lower branches approximately 6 ft up, or lower 1/3 of tree height on smaller trees. In understory remove brush ladder fuel. In non-canopied areas, noncontinuous patches of shrubs or small trees in openings is acceptable.. Methods include masticating or hand-cutting.

\*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.

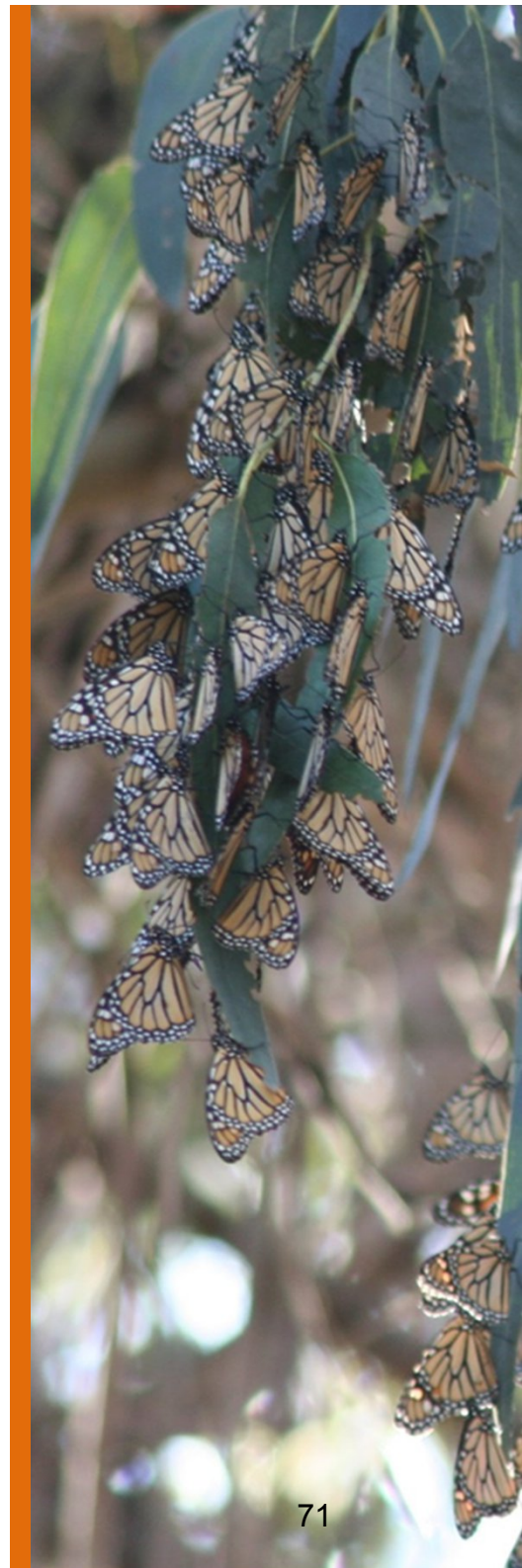
\*\*\*For further information specific to homeowner/structure mitigation measures see Section 6.2.1.

## **ATTACHMENT 7**

### **ELLWOOD MESA POWERPOINT PRESENTATION**

# Proposed Habitat Enhancement Work and Award of Design Service Agreements for the Ellwood Mesa Monarch Butterfly Grove

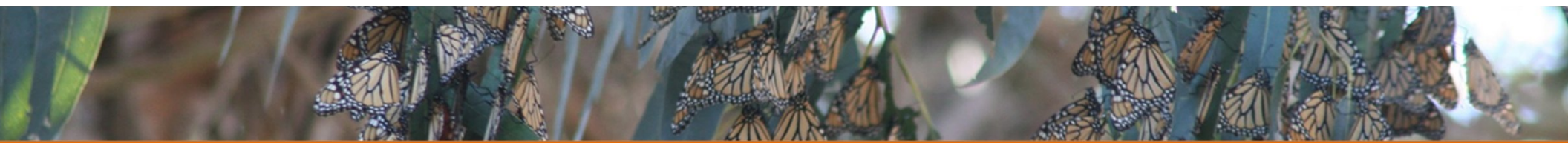
Presentation By:  
George Thomson, Parks and Open Space Manager  
Public Works Department  
June 15, 2021









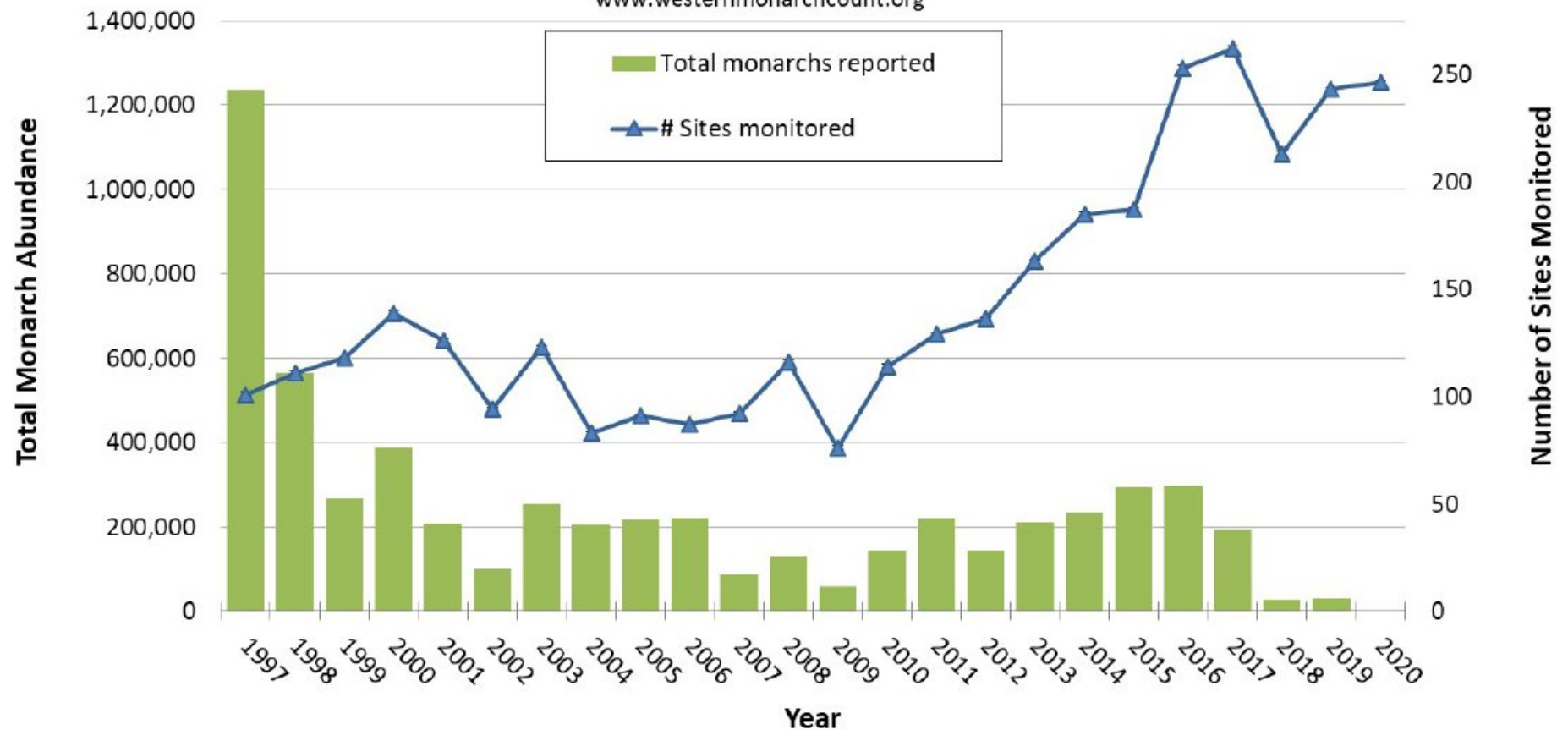


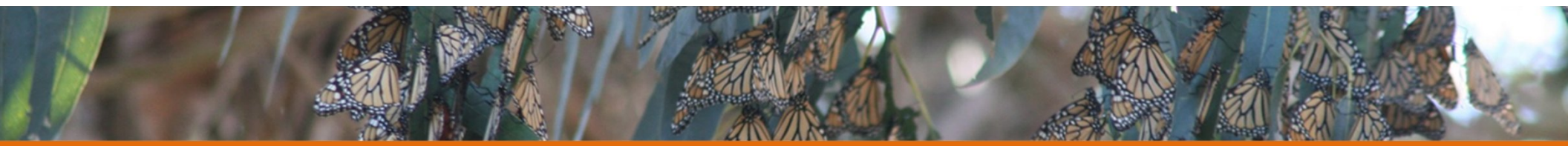
### Western Monarch Thanksgiving Count

Total Abundance Estimates w/ Number of Sites Monitored  
from 1997-2020  
(Xerces Society Western Monarch Thanksgiving Count 2020)

© The Xerces Society for Invertebrate Conservation 2021  
[www.westernmonarchcount.org](http://www.westernmonarchcount.org)

**GOLETA ELLWOOD:**  
**47,510 in 2011**  
**16 in 2020**





## Grant Funding - California Coastal Conservancy

- \$3.9 million grant awarded to City in 2019
- Grant term recently extended to June 2025
- Work Program
  - Site Maintenance Program
  - Planning, Design, Permitting
  - Outreach and Education
  - Project Construction
  - Monitoring, Research, and Adaptive Management



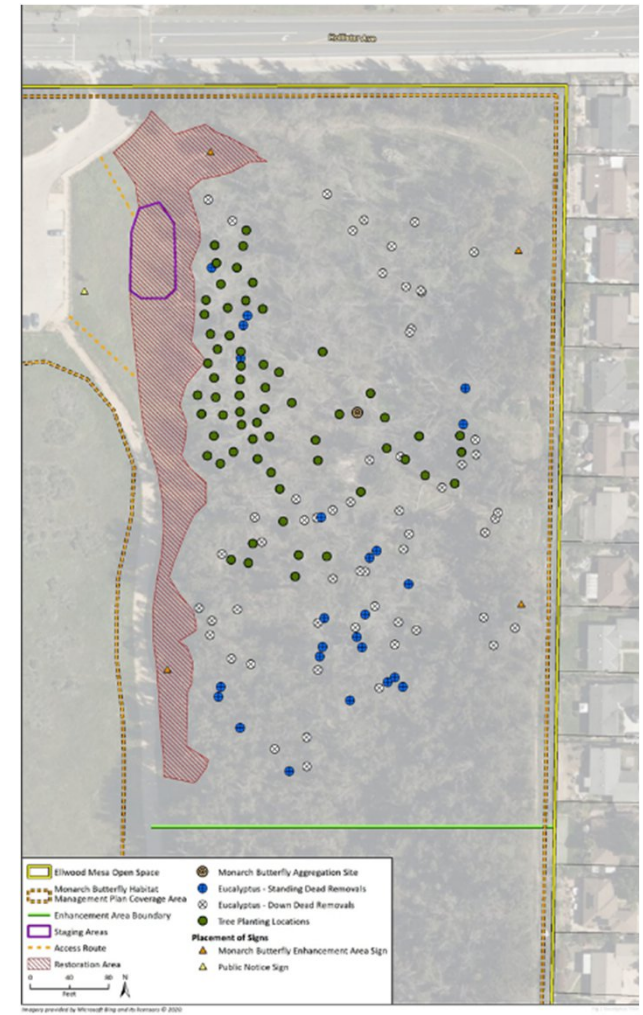
# Site Maintenance Program

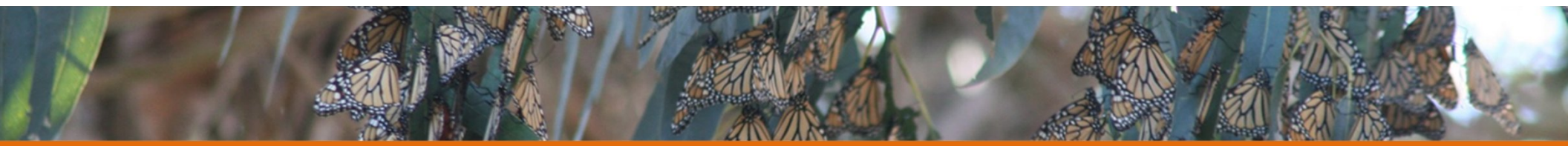
- Tree Care
  - New eucalyptus plantings and existing saplings
  - Mulch & irrigate select aggregation site trees
  - Encourage new canopy and windbreaks
- Trail Maintenance
  - Post-storm erosion repairs
  - Tree fall risk reduction
- Vegetation Management
  - Annual mowing
  - Debris removal
- Permitting
  - Coastal Development Permit
  - Waiver-de-minimis



# One-Time Major Habitat Improvement Projects

- Ellwood North
  - Remove 90 dead trees
  - Remove fallen debris
  - Install 382 native plants (increased to 900)
  - Install 63 eucalyptus trees
- Need to Define “success criteria” for permits
  - Ideal wind speeds, temperature, light penetration for monarch butterfly aggregation
  - Vegetation benchmarks





# One-Time Major Habitat Improvement Projects

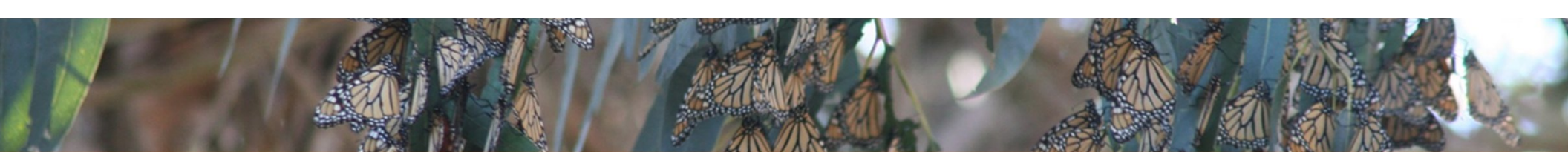
- Comprehensive Management Plan for all butterfly aggregation sites
  - Tree removals and plantings
  - Irrigation, mulching, general tree care
  - Understory planting
  - Nectar producing native shrubs and wildflowers
- Define success criteria, similar to Ellwood North area
- Coastal Development Permit



# Community Wildfire Protection Program







# Community Wildfire Protection Program

**Table 14 Prescription Guidance for Butterfly Aggregation Areas Adjacent to Structures**

Location →	Primary Defense Zone (A) <sup>***</sup> (0 – 30')	Fuel Reduction Zone (B) <sup>***</sup> (30' – 100')
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<b>Surface dead/down material</b>	Clear dead/down flammable materials; methods include raking, hand-piling/removal, masticating chipping/dispersal on site	Reduce dead/down flammable material to < 3" depth; methods same as (A).
<b>Brush/ Shrub fuel</b>	Remove to a spacing (between edges of brush) generally 2x brush height on <20% slopes; methods include masticating or hand-cutting, biological browsing	Same Treatment as (A); a pocket or clump of brush can be treated as one large shrub in more open site conditions.
<b>Trees Overstory without brush understory</b>	<u>Trim or thin only trees that do not provide protection to monarch butterfly aggregation sites*</u> Thin smaller or unhealthy trees at 10 – 20 ft crown spacing ( as determined by slope, tree size and type); Leave larger trees unless toppling hazard.** Reduce ladder fuels by pruning lower branches 6-15 ft up, or lower 1/3 of tree height on trees smaller than 18 ft..	<u>Trim or thin only trees that do not provide protection to monarch butterfly aggregation sites*</u> Thin smaller or unhealthy trees at approximately 10 ft crown spacing (as determined by slope, tree size and type);. Leave larger trees unless toppling hazard.** Reduce ladder fuels by pruning lower branches approximately 6 ft up, or lower 1/3 of tree height on trees smaller than 18 ft..
<b>Trees Overstory with brush understory</b>	<u>Trim or thin only vegetation that does not provide protection to monarch butterfly aggregation sites*</u> Thin small or unhealthy trees at 10-20 ft crown spacing (based on slope, tree size and type). Leave larger trees at 10 ft. crown spacing unless toppling hazard.** ( Reduce ladder fuels by pruning lower branches 6-15 ft up, or lower 1/3 of tree height on smaller trees. In understory: remove brush ladder fuel. Methods include masticating or hand-cutting.	<u>Trim or thin only vegetation that does not provide protection to monarch butterfly aggregation sites*</u> Thin small or unhealthy trees to approximately 10 ft. crown spacing. Leave larger trees unless toppling hazard.** Reduce ladder fuels by pruning lower branches approximately 6 ft up, or lower 1/3 of tree height on smaller trees. In understory remove brush ladder fuel. In non-canopied areas, noncontinuous patches of shrubs or small trees in openings is acceptable.. Methods include masticating or hand-cutting.

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\*\*As determined by the Goleta City Project Manager and Goleta City arborist.

\*\*\*For further information specific to homeowner/structure mitigation measures see Section 6.2.1.



# Technical Consultant Team

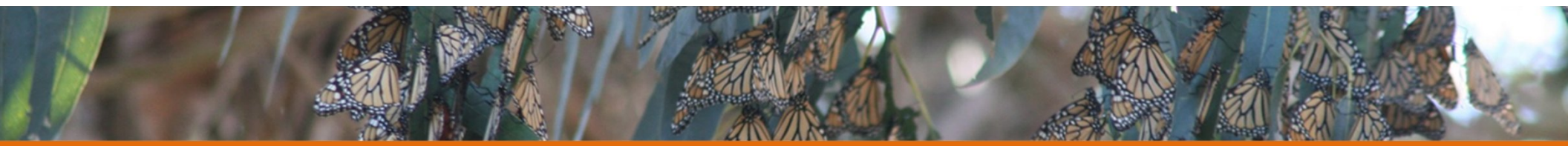
- Althouse and Meade
  - Monarch butterfly expertise
  - Habitat enhancement recommendations
  - Habitat modelling
- Rincon Consultants
  - Arborist services
  - Permit applications
  - Botanical surveys
  - Wetland jurisdiction mapping
- RRM Design Group
  - Landscape architecture for construction documents
  - Outreach materials, signage, graphic design
  - Project management





# Grant Budget

Coastal Conservancy Grant	\$3,900,000
Althouse & Meade	\$245,000
Rincon Consultants	\$158,000
RRM Design Group	\$188,000
Grant Funds Remaining	\$3,309,000



## Next Steps

- Ellwood North Site - Finalize landscape plans and bid documents
- Submit the CDP application for on-going maintenance work covered under a CDP waiver-de-minimis permit
- Develop the Draft Comprehensive Implementation Plan & associated CDP application
- Host Community Outreach Workshops this summer
- Implement the first phase of the Ellwood North enhancement project, beginning fall 2021