

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and Ecological Conservation and Management, Inc. with an address at 6755 Mira Mesa Blvd. Suite 123413 San Diego, California 92121 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

WHEREAS, the COUNTY has mitigation requirements for the restoration of native habitats under the California Environmental Quality Act and in association with regulatory permits and/or approvals issued by the U.S. Fish and Wildlife Service, U.S. Army Corps of Engineers, Regional Water Quality Control Board, and California Department of Fish and Wildlife for the Tajiguas Landfill Project; and

WHEREAS, the Contractor has successfully completed restoration of approximately 32 acres of native habitat for the COUNTY on the same site as the proposed restoration and has significant working knowledge of the mitigation requirements, restoration site and site infrastructure; and

WHEREAS, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and COUNTY desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. DESIGNATED REPRESENTATIVE

Joddi Leipner at phone number (805) 882-3614 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Tito Marchant at phone number (858) 842-7344 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY: Joddi Leipner, Senior Engineering Environmental Planner, Santa Barbara County Public Works, Resource Recovery and Waste Management Division 130 E. Victoria Street, Suite 100, CA 93101, FAX (805) 882-3601.

To CONTRACTOR: Tito Marchant, Ecological Conservation and Management, 6755 Mira Mesa Blvd. Suite 123413 San Diego, CA 92121, FAX (858)943-4771.

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

3. SCOPE OF SERVICES

CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

4. TERM

CONTRACTOR shall commence performance on July 1, 2015 and end performance upon completion, but no later than June 30, 2017 unless otherwise directed by COUNTY or unless earlier terminated.

5. COMPENSATION OF CONTRACTOR

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 NOTICES above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

6. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

7. STANDARD OF PERFORMANCE

CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

8. DEBARMENT AND SUSPENSION

CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

9. TAXES

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

10. CONFLICT OF INTEREST

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any of such items to other parties except after prior written approval of COUNTY.

Unless otherwise specified in Exhibit A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

12. NO PUBLICITY OR ENDORSEMENT

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press

releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY.

13. COUNTY PROPERTY AND INFORMATION

All of COUNTY's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain COUNTY's property, and CONTRACTOR shall return any such items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. CONTRACTOR may use such items only in connection with providing the services. CONTRACTOR shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.

14. RECORDS, AUDIT, AND REVIEW

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

15. INDEMNIFICATION AND INSURANCE

CONTRACTOR agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

16. NONDISCRIMINATION

COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

17. NONEXCLUSIVE AGREEMENT

CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

18. NON-ASSIGNMENT

CONTRACTOR shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

19. TERMINATION

- A. By COUNTY. COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.
1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
 2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.
 3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
- B. By CONTRACTOR. Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

20. SECTION HEADINGS

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

21. SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

23. TIME IS OF THE ESSENCE

Time is of the essence in this Agreement and each covenant and term is a condition herein.

24. NO WAIVER OF DEFAULT

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

25. ENTIRE AGREEMENT AND AMENDMENT

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

26. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

27. COMPLIANCE WITH LAW

CONTRACTOR shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

28. CALIFORNIA LAW AND JURISDICTION

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

29. EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

30. AUTHORITY

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

31. SURVIVAL

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

32. PRECEDENCE

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

33. PREVAILING WAGES

Contractor shall comply with the California Labor Code, including but not limited to the payment of prevailing wages when required. The general prevailing wage rates determined by the Director of Industrial Relations, for the county or counties in which the work is to be done, are on file at Santa Barbara County Public Works Department, Resource Recovery and Waste Management Division, 130 E. Victoria Street, Suite 100, Santa Barbara, CA 93101. Copies of these general prevailing wage rates shall be made available to any interested party on request. Changes, if any, to the general prevailing wage rates will be available at the same location. The prevailing wage rates are also available online from the California Department of Industrial Relations' website at <http://www.dir.ca.gov/dlsr/pwd>. The CONTRACTOR shall post applicable prevailing wage rates at each job site.

No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

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Agreement for Services of Independent Contractor between the **County of Santa Barbara** and Ecological Conservation and Management, Inc.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
Chair, Board of Supervisors

Date: _____


RECOMMENDED FOR APPROVAL:

Santa Barbara County Public Works
Department

CONTRACTOR:

Ecological Conservation and
Management

By: _____
Scott D. McGolpin Department
Head, Public Works Director

By: 
Authorized Representative

Name: Peter Marchant
Title: President

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Robert W. Geis, CPA
Auditor-Controller

By: _____
Deputy County Counsel

By: _____
Deputy

APPROVED AS TO FORM:

Risk Management

By: _____
Risk Management

EXHIBIT A

STATEMENT OF WORK

**BARON RANCH RESTORATION IMPLEMENTAION OF PHASES A AND B
AND MAINTENANCE AND MONITORING OF PHASES I – V AND A AND B.**

Contractor shall provide native plant restoration services as set forth in Ecological Conservation and Management, Inc. "Proposal for the Baron Ranch Restoration Project" dated March 16, 2015 (updated May 18, 2015). The detailed scope of work is stipulated in Attachment A-1 and is incorporated by reference.

Tito Marchant, Julie Simonsen, Benito Lo and Antonio Olea shall be the primary individuals personally responsible for providing the restoration services as specified in Attachment A-1. CONTRACTOR may not substitute other persons for these persons without the prior written approval of CONTRACTOR's Designated Representative.

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ATTACHMENT A-1



**Ecological
Conservation
& Management**
Holistic Habitat Specialists

(Updated May 18, 2015)

March 16, 2015

Joddi Leipner
Senior Engineering Environmental Planner
Santa Barbara County Public Works
Resource Recovery and Waste management
130 E. Victoria Street, Suite 100
Santa Barbara, California 93101

Subject: Proposal for the Baron Ranch Restoration Project

Dear Ms. Leipner,

Ecological Conservation & Management, Inc. (ECM) appreciates the opportunity to provide our proposal for the Baron Ranch Restoration Project. ECM has prepared this proposal for the County of Santa Barbara (County), Public Works Department, Resource Recovery and Waste Management Division (RRWMD) following the guidelines provided in the Request for Proposal (RFP), The Baron Ranch Restoration Plan, and our experience working on this project for the last five years.

ECM is a corporation whose principals have over 40 years of combined experience in the management, monitoring, and conservation of California natural resources. Our staff has direct experience with the Baron Ranch Restoration and the Tajiguas Landfill Reconfiguration projects. ECM designed, implemented and managed the first five phases of the Baron Ranch Restoration Project. We are proud of the work conducted and that all phases are meeting or exceeding performance standards.

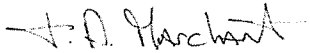
We look forward to the opportunity to continue our relationship and we assure you we will make Phases A and B another success story. The County has our commitment that we will always be looking for and finding solutions that are practical and cost effective. Because we know the economic realities local governments are facing and the long-term mitigation requirements associated with the Tajiguas Landfill Reconfiguration Project, ECM has not included any per diem or other travel related charges in our cost estimate. To further lower maintenance costs we will only be using local laborers who have worked with us at Baron Ranch. We have also reduced their rates to the lowest possible level. To further reduce costs ECM is using a reduced billing rate for Mr. Marchant for all work except for his management and coordination time.

We hope that through our work and commitment we have earned your trust. Over the last five years, the County has 5 phases, 6 plant communities, 32 acres and over 25,000 plantings to evaluate our work. We do not have to make promises about what we would like to do if you select

us; we have our past performance to provide as a statement of our qualifications and philosophy. Although this project has presented many challenges and difficulties, we have never failed to meet mitigation requirements. Also, we have never asked the County for a change order, even when we have completed work over and beyond the scope of work. We firmly believe that no other company can provide the County with these guarantees and cost savings.

As Principal Ecologist and President of ECM, I have the authority to commit the firm to execute the work as outlined in our approach and cost. Our proposal is based on a fixed price basis not-to-exceed amount of \$685,560. Our proposal and cost estimate will remain effective for sixty (60) days from the proposal due date (March 23, 2015). If you have any question or comments regarding our approach and cost estimates, please do not hesitate contacting me via phone at (858) 842-7345 or via email at tito@ecologicalcm.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Tito Marchant". The signature is fluid and cursive, with a prominent initial "T" and a long, sweeping underline.

Tito Marchant
Principal Ecologist

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INTRODUCTION

The Baron Ranch Restoration Program includes the restoration of approximately 50 acres of native habitat at the County-owned Baron Ranch. As stated in the Restoration Plan, the overarching goals of the restoration program are to improve the quality of existing habitat and to create additional habitats within the Arroyo Quemado watershed at the Baron Ranch. Implementation of the Restoration Plan will offset the effects of the Reconfiguration Project on the California red-legged frog, loss of native habitats, impacts to sensitive plants, and specimen oak and shrub species on the Tajiguas Landfill. The Restoration Plan will be implemented in coordination with the California Red-legged Frog Management Plan to ensure restoration, enhancement, and management activities in the Arroyo Quemado watershed will lead to habitat benefits for the California red-legged frog.

Since 2009 the County of Santa Barbara Resource Recovery & Waste Management (County) has been implementing the Baron Ranch Restoration Project including the implementation, maintenance and monitoring of Phases I through V. Approximately 32 acres have been restored to date, including coast live oak woodland, southern coast live oak riparian woodland, southern willow scrub, coastal sage scrub, chaparral, and freshwater marsh plant communities. All phases are currently meeting or surpassing the success criteria established in the original Restoration Plan that was approved by the Resources Agencies. The County now seeks to implement Phases A and B of the Baron Ranch Restoration Project.

Implementation of the Restoration Plan is occurring in 7 phases. Each phase, once implemented, is followed by approximately five years of maintenance and monitoring. Each phase and the type and acreage of vegetation installed is presented in Table 1, below. Five phases have been installed to date. Phase I includes approximately 1.3 acres of freshwater marsh and 0.6 acres of southern willow scrub toward the jurisdictional requirement. Phase I was installed in summer/fall 2009. Phase II was installed in winter of 2009/2010 and includes approximately 9.1 acres of southern coast live oak riparian forest. Phase III was installed in winter of 2010/2011 and includes approximately 8 acres of southern coast live oak riparian forest, 1.7 acres of southern willow scrub and 0.9 acres of *Ceanothus megacarpus* chaparral. Phase IV was installed in winter of 2012 and includes 5.8 acres of Venturan coastal sage scrub. Phase V was installed in winter of 2013 and includes 4.8 acres of southern willow scrub, 1.7 acres of coast live oak woodland, and 0.4 acres of Venturan coastal sage scrub. Phase A will include 10.8 acres of coast live oak woodland. Phase B includes 6.2 acres of *Ceanothus megacarpus* chaparral. Both phases are scheduled to be implemented in fall of 2015.

This proposal will cover the period from July 2015 to June 2017. Based on the phased approach discussed above, this scope of work includes the following principal tasks:

- Phase I, II, III: Maintenance Supervision of Ag Lands Services, Monitoring and Reporting
- Phase IV, V: Maintenance, Monitoring and Reporting
- Phase A, B: Implementation, Maintenance, Monitoring and Reporting

Table 1. Phased Implementation of Mitigation at Baron Ranch

| Phase | FWM (acres) | SWS (acres) | CLORF (acres) | SCLOW (acres) | CMC (acres) | VCSS (acres) | Total (Acres) |
|------------------------|------------------------|------------------------|--------------------------|--------------------------|------------------------|-------------------------|--------------------------|
| Phase I | 1.3 | | | | | | 1.3 |
| Phase II | | | 9.1 | | | | 9.1 |
| Phase III | | 1.7 | 8 | | 0.9 | | 10.6 |
| Phase IV | | | | | | 5.8 | 5.8 |
| Phase V | | 4.8 | | 1.7 | | 0.4 | 6.9 |
| Phase VI (Phase A) | | | | | 6.2 | | 6.2 |
| Phase VII (Phase B) | | | | 10.8 | | | 10.8 |
| Total | 1.3* | 6.5 | 17.1 | 12.5 | 7.1 | 6.2 | 50.7 |

Because Mr. Tito Marchant wrote the Baron Ranch Restoration Plan, ECM is confident that the guidelines provided in this document are consistent with our philosophy and experience in restoring native habitats. In every project we follow the following principles: 1) thoroughly understand the clients goals and objectives for the project; 2) identify disturbances that are altering the natural process onsite; 3) design the project to restore natural processes including soil, hydrology, native plant recruitment, and wildlife; and 3) apply Adaptive Management proactively from data generated for a sound monitoring program. ECM therefore proposes to follow the Plan's recommendations with only a few modifications. It is understood that Adaptive Management principles will be used throughout the duration of the project and that deviations from some of the recommendations found in the Restoration Plan may occur if the monitoring data demonstrate a need to modify maintenance activities or site conditions.

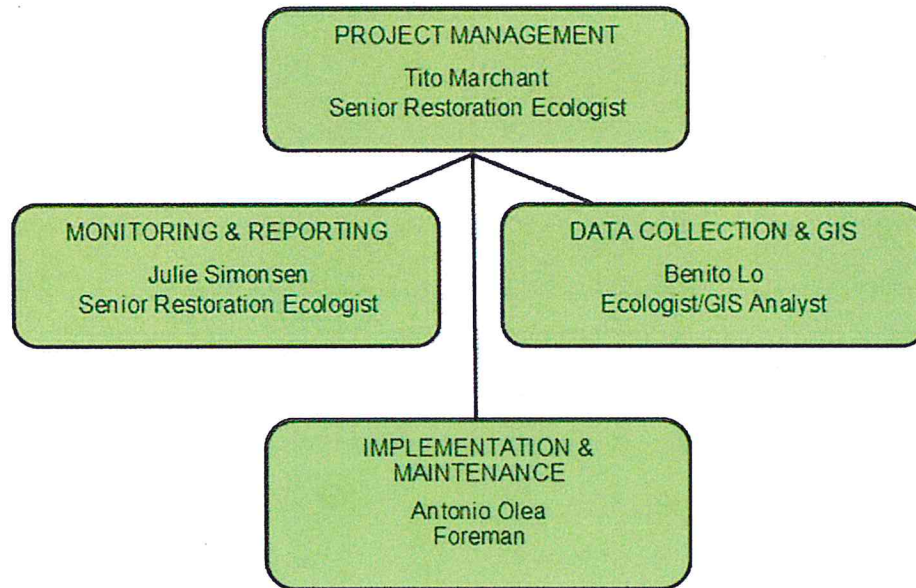
ECM has been fortunate to provide professional services for the Baron Ranch Restoration Project to the County since 2010. Through this experience we have gained indispensable knowledge regarding logistics at the Baron Ranch which continues to facilitate the successful restoration of native habitats adjacent to the orchard operations. In particular, ECM is knowledgeable about the water supply and infrastructure within the Ranch including the location of pumps and connections required to maintain the restoration areas. We have developed a strong working relationship with Ag Land Services management and ranch staff. These relationships have facilitated resolution of potential conflicts with water use, water infrastructure, pesticide application, and harvesting schedules. We have also developed a deep understanding of the microhabitats within the Ranch and how soil, hydrology, and seed bank characteristics affect both native and non-native growth and phenology throughout the seasons. This knowledge has allowed ECM to proactively manage weed populations and reduce competition with the restored plant communities, minimizing effort and herbicide use. A reactive approach to weed control on the Ranch could be highly detrimental because of the size of the area to be managed and the acreage of invasive species adjacent.

ECM will also ensure that prior to implementation activities begin all areas have been surveyed for the presence of sensitive species, full compliance with the Migratory Bird Act as well as providing a California red-legged frog informational training to all personnel and that all restoration

activities are in compliance with the Biological Opinion and the California red-legged frog Management Plan.

PERSONNEL

Proposed key staff is listed below in the organizational chart based on management responsibilities and technical expertise. Brief resumes of the key staff are included at the end of this section.



Tito Marchant (Senior Restoration Ecologist) – Project Manager

Tito Marchant is the proposed Project Manager and Project Restoration Ecologist. Mr. Marchant has over 25 years of experience in natural resources management in California. Mr. Marchant's experience with sensitive species studies includes multiple surveys for the California Red-legged Frog at Baron Ranch, Tajiguas Landfill and Las Virgenes Creek in Ventura County. Mr. Marchant has been the Project Manager/Project Restoration Ecologist during the last five years, successfully implementing and managing Phases I-V of the Baron Restoration Project. His experience also include wetland assessments and delineations; aquatic and marine species studies, restoration planning and design of all major habitat communities found in central and southern California; and direct supervision of large and complex restoration programs. Mr. Marchant has managed numerous restoration projects with the specific goal of creating habitat for sensitive species. His experience with the project and with staff at RRWMDM also includes his role as Principal in Charge of the biological work for the Tajiguas Landfill through December 2009. Mr. Marchant will be the point of contact for this project and will be available in person

during implementation and maintenance activities as well as during monitoring efforts. Mr. Marchant will be available to the County through phone and email at all times during the contract period. Specifically, Mr. Marchant responsibilities will include:

- Inspection and approval of all plant and seed material prior to their use;
- ECM staff education program, California red-legged frog and nesting bird surveys;
- Map and mark project boundaries and habitat types to be created;
- Establish planting locations for all species;
- Coordination with Ag Land Services
- Coordination and communication with County staff;
- Coordinate and supervise all implementation and maintenance activities; and
- Provide project management and coordination to ensure project mitigation requirements are met

Estimated 640 hours, approximately 4.5 percent of the total labor hours.

Julie Simonsen, M.S. (Senior Restoration Ecologist) – Monitoring & Reporting

Ms. Simonsen has over 20 years of experience in natural resources management in California. Her experience includes the management of complex environmental assignments and in particularly assisting clients meeting their regulatory responsibilities. Julie has vast experience in the development of comprehensive invasive plant management plans as well as monitoring programs for vegetation and wildlife species. Ms. Simonsen provided QA/QC and was the principal reviewer of all the regulatory documents that emanated from the Tajiguas Landfill Reconfiguration Project and was a co-author of the Biological Assessment, California Red-legged Frog Management Plan for the Reconfiguration Project, and Baron Ranch Restoration Plan. During the last five years, Julie has coordinated the monitoring of the restoration phases, co-authored all the annual monitoring reports and provided QA/QC for all deliverables to the County. She is also holds the Qualified Applicator License for ECM's pesticide business license and is responsible for the approach to invasive weed control. Specifically, Ms. Simonsen responsibilities will include:

- Compliance with regulatory requirements;
- Development of Integrated Pest Management approach;
- Coordinate quantitative botanical and general wildlife monitoring efforts;
- Conduct data analysis and reporting for the project; and
- Provide QA/QC for all documents sent to the County.

Estimated 200 hours, approximately 1.4 percent of the total labor hours.

Benito Lo, M.S. (Ecologist/GIS Analyst) – Monitoring & Reporting

Mr. Lo has four years of experience working in public and private sectors of the environmental consulting and conservation fields. Mr. Lo has worked on a variety of monitoring and management projects throughout southern California coastal sage scrub, chaparral, oak woodland, grassland and estuarine habitats. Mr. Lo has been involved in vegetation, insect, and water quality monitoring programs where transect data was collected to assess the diversity and health of

ecosystems. He has produced vegetative maps as deliverables to restoration work groups used in the determination and promotion of potential restoration projects. Mr. Lo has worked on the Baron Ranch Restoration Project for the last year including horticultural and quantitative monitoring, field GPS data collection and mapping, preparation of figures and acreage analysis and oversight of nursery operations. Specifically, Mr. Lo's responsibilities will include:

- Quantitative data collection and analysis;
- Horticultural and maintenance monitoring;
- Assist in the coordination of implementation and maintenance activities;
- Coordination of nursery operations; and
- Development of figures and acreage calculations to support regulatory requirements.

Estimated 1,000 hours, approximately 7.0 percent of the total labor hours.

Antonio Olea (Foreman) – Implementation and Maintenance

Mr. Olea has 16 years of experience working in the native vegetation communities of southern California. He has worked as a foreman overseeing both habitat restoration crews and native plant nursery operations for over 10 years. Mr. Olea's has specific experience with freshwater marsh, coast live oak, chaparral, coast sage scrub, riparian and grassland habitats. He has 12 years of experience designing and installing irrigation systems. He has also supervised and conducted all weed control efforts throughout Baron Ranch is very knowledgeable about species identification and appropriate control techniques depending on the phenological stage of the species. Specifically, Mr. Olea's responsibilities will include:

- Supervision of implementation crew;
- Installation of container plant material to required specifications;
- Maintenance of supplemental water systems;
- Coordination of supplemental water schedule with ranch staff;
- Implementation of weed control and supervision of herbicide treatments; and
- Supervision of nursery operations and plant care.

Estimated 2,240 hours, approximately 15.8 percent of the total labor hours.

Tito Marchant

Principal Ecologist



Overview

Mr. Marchant has over 20 years of experience in the field of natural resources management in California. Mr. Marchant's experience includes wildlife studies, biological assessments, sensitive species surveys, land and habitat management plans, and native habitat restoration. His research has focused on the conservation of rare plants and has authored several articles on population genetics of narrow endemics, pollination ecology, and plant conservation.

In the field of restoration ecology, Mr. Marchant has designed, managed, and supervised the installation of complex restoration programs, including wetlands, scrub, riparian woodland, native grassland, oak woodland, and vernal pools. His understanding of invasive plant ecology, native communities, their restoration needs, and the interactions between wildlife and their habitats makes him ideally suited for designing sound mitigation programs and successfully managing complex restoration projects.

In the field of wildlife, Mr. Marchant has specialized in the study and monitoring of sensitive species, including birds, reptiles and amphibians. He has extensive experience studying, surveying and monitoring the reproductive success of the federally threatened California gnatcatcher. He regularly conducts ornithological surveys, including raptors and other sensitive birds. His amphibian experience includes population studies for the California red-legged frog in Santa Barbara and Ventura counties, as well as surveys for Arroyo Toad in Orange County, and lowland leopard frogs and spadefoot toad in Imperial County. His entomological experiences include conducting studies and surveys for the Quino checkerspot butterfly (Riverside & San Diego Counties), El Segundo Blue Butterfly (Los Angeles County), Casey's June beetle, Coachella Valley Jerusalem Cricket, Coachella Giant San Treader Cricket, and the Coachella Valley Grasshopper (San Bernardino County), and Andrews Dune Beetle (Imperial County).

Mr. Marchant's aquatic experience includes serving as the Little Corona Marine Protected Area Resident Biologist for over three years. In this capacity, he conducted intertidal ecology studies, monitoring sea urchin population, and behavioral studies of *Aplysia californica*. In addition, his duties included conducting nature interpretation and outdoor lectures focusing on the ecology of the rocky intertidal. Mr. Marchant also served as a Naturalist for the Upper Newport Bay Estuary, where he participated in shore-birds censuses, marine-invertebrate sampling, and also conducted lectures on the ecology of coastal estuaries.

Mr. Marchant has extensive experience in wetland delineation and quantitative monitoring; design and maintenance of wetland restoration areas; performing habitat characterizations and vegetation mapping; and wetland permitting/annual reporting consistent with the Army Corps of Engineers and Department of Fish and Game regulatory programs. He is also knowledgeable of Section 7/10(a) and 4(d) Consultation, CEQA guidelines, and Endangered Species Act legislation/policies.

Education

Graduate Research, Ecology and Evolutionary Biology,
University of California, Irvine

B.S., Biological Sciences,
University of California, Irvine

Permits

Survey Permit for California Gnatcatcher and Quino Checkerspot Butterfly

Training

Wetland Planning and Design

ACOE Approved Wetlands Delineation and Management

Training Courses in Riparian and Desert Restoration

Professional Memberships

Society for Ecological Restoration
California Native Plant Society
California Exotic Plant Council
Society for Conservation Biology
California Native Grass Association

Project Experience - Habitat Restoration and Invasive Weed Control

Baron Ranch Restoration Project. Santa Barbara County, CA.

The Baron Ranch Restoration Program seeks to mitigate impacts associated with two large projects at the Tajiguas Landfill in Goleta, California. Mr. Marchant developed a restoration plan in 2008 to guide and manage the mitigation efforts for these projects and since 2010 has led the implementation and management of five of the seven phases of the restoration program. Over 50 acres of native habitat will be restored once the program is fully implemented. Baron Ranch is an approximately 1,100-acre parcel owned by the County situated immediately adjacent to the Tajiguas Landfill. Arroyo Quemado and its tributaries traverse the Baron Ranch and support an important breeding population of California red-legged frogs. Approximately 107 acres of the property are currently used for orchards (i.e., avocado and cherimoya orchards). The overarching goals of the restoration program are to improve and augment habitat for targeted wildlife within the Arroyo Quemado watershed. These goals will be met through the protection, enhancement, restoration and creation of native riparian and upland plant communities within agriculture and disturbed areas of the Baron Ranch.

City of San Diego Pilot Channel Giant Reed Removal Project, San Diego County, CA

The City of San Diego implemented the Pilot Channel Invasive Species Control Project as partial mitigation for the flood control dredging of the Tijuana River. Trash and sediment inputs from Mexico are deposited in the Tijuana River reducing its flood capacity. Under such conditions, the surrounding residences, farms, and stables near the Tijuana River are subject to flooding during large rain events. As Project Ecologist, Mr. Marchant oversaw the implementation of the invasive control program to treat and control giant reed, castor bean and salt cedar. Approximately five acres of invasive-weed species have been treated as of Fall 2013. The project posed specific challenges with regard to access and timing of the treatment. The initial treatment had to be completed in a short time period between the end of the bird breeding season and the start of the winter rain season. The initial treatment is part of a five-year control and monitoring program, which will include subsequent retreatment of invasive plant species and initial removal of dead biomass away from the active channel so that the flood capacity of the river is not compromised.

All American Canal Dune Restoration Project, Imperial County, CA

This project seeks to mitigate impacts to dune habitat from the construction of the All-American Canal Lining Project. Mr. Marchant is the Project Manager and responsible for monitoring and measuring sand accumulation over two years, documenting and quantifying native plant colonization, determining whether appropriate dune habitat can be restored, and assisting the Imperial Irrigation District in the planning of future phases of the project. As part of this scope of work, a monitoring plan was developed to evaluate sand deposition and dune plant establishment. The monitoring plan is structured to account for differences in these parameters due to slope, aspect and proximity to the active dune system. Mr. Marchant conducts quarterly sand deposition monitoring using sediment pins to monitor deposition and erosion and has conducted two botanical surveys to document plant colonization and distribution.

Channan Remington Memorial Wetland Restoration Project, Imperial County, CA

This is a mitigation project for impacts from the construction of the All-American Canal within the Imperial Irrigation District service area. As Project Manager and restoration ecologist, Mr. Marchant oversaw all maintenance and monitoring of this five-year project including vegetation and wildlife assessments and invasive species control.

Goat Canyon Coastal Sage Scrub Restoration Project, San Diego County, CA

The Goat Canyon Restoration Project is being implemented as mitigation for International Boundary and Water Commission (IBWC) impacts along the US border region within the Tijuana River Valley. As the Project Manager, Mr. Marchant was responsible for all tasks including the design, implementation, and a two-year maintenance of five acres of coastal sage scrub, which included several intermittent drainages. The project occurs within and adjacent to habitat occupied by the California gnatcatcher and least Bell's vireo and therefore the restoration plant palette included species favored by these two sensitive species. Site implementation began with extensive weed control and removal of biomass. Due to the extensive weeds onsite, including black mustard, nettle and castor bean, the integrated pest control program for the project included a herbicide treatment with both pre- and post-emergence capabilities to control the weed populations and minimize the total use of herbicides onsite. A drip-irrigation system was installed to provide adequate water to container plants and minimize weed germination. Following the first year of monitoring the site achieved 60-percent native cover and non-native cover was kept below 10 percent.

Managed Marsh Planning and Design for IID's Water Transfer Project, Imperial Valley, CA

As the Project Principal for this large and complex 959-acre wetland restoration project, Mr. Marchant led a large, multidisciplinary group of professionals, including engineers, hydrologists, environmental scientists, wetland and restoration ecologists, and wildlife biologists through the design and planning phases. The overarching goal of the Managed Marsh project was to create habitat which supports the Yuma clapper rail, California black rail, and other covered bird marsh and riparian species to compensate for drain habitat impacts related to the Water Transfer Program and IID's drain operation and management. This project was successfully implemented and completed in 2011.

Tijuana River Valley Invasive Plant Removal Program, Otay Valley, CA

In conjunction with Southwest Wetlands Interpretive Association, Mr. Marchant served as Project Principal over the last ten years of the invasive removal program within the Tijuana River, targeting giant reed, castor bean, and tamarisk. Treatment involved a combination of cut-stump and foliar-herbicide treatment in the 441-acre treatment area.

Design-Build Wetland Restoration and Wildlife Monitoring Study for the All-American Canal Lining Project, Imperial County, CA

As Project Manager, Mr. Marchant was responsible for technical oversight of all tasks, providing QA/QC for deliverables, ensuring that the project adhered to the agreed schedule and budget and serving as the primary point of contact. Mr. Marchant led the team to provide design, construction, development, and monitoring for the All American Canal Lining Project (AACLP) Wetland Enhancement program. The approach focused in obtaining adequate and accurate biotic and abiotic baseline conditions to develop a wetland design and restoration program that maximized the opportunities presented at the wetland complex and minimized costs associated with monitoring and maintenance activities such as weed control and irrigation. This project was successfully implemented during 2005 and 2006 and has met all mitigation requirements including the presence of the Yuma clapper rail and the California black rail.

USFWS Tijuana Slough National Wildlife Refuge Restoration, San Diego, CA

Over the course of several contracts, ECM, in coordination with Southwest Wetlands Interpretive Association, Mr. Marchant has conducted invasive weed control and habitat restoration with the USFWS Refuge. As Project Manager, he oversaw the planning, design and implementation of the coastal-sage and riparian-scrub restoration.

San Miguel Habitat Management Area, San Diego, CA

In his role as Project Manager/Senior Restoration Ecologist, Mr. Marchant provided restoration services to the Otay Water District (District) for the San Miguel Habitat Management Area (HMA). The District is developed for the HMA as a mitigation bank to mitigate for impacts associated with the District's capital improvement projects. The HMA protects burrowing owls, California gnatcatcher, Quino checkerspot butterfly, least Bell's vireo, and Otay tarplant. Mr. Marchant was responsible for providing Quality Assurance and Control, as well as project management.

Project tasks included the creation of a 14-acre native grassland to provide habitat for Burrowing owls, restoration of 12 acres of coastal sage scrub to enhance habitat for resident coastal California gnatcatcher, creation and enhancement of 2 acres of freshwater marsh and riparian scrub to enhance habitat for resident least Bell's vireo, and creation of habitat for the Quino checkerspot butterfly. Through this project, he led the maintenance of the approximately 200-acre HMA, developed and implemented an Integrated Pest Management program, and provided maintenance and enhancement for 12 artificial burrows for burrowing owls.

Chappo Post-Fire Invasive Weed Control, Camp Pendleton, CA

In his role as restoration ecologist, Mr. Marchant oversaw the implementation of weed control areas in the native chaparral habitat following an intensive wildfire. Maintenance efforts were balanced with natural recruitment and regrowth to increase native cover and minimize erosion.

Post-fire Erosion and Revegetation Camp Pendleton, CA

As Restoration Ecologist in the implementation an erosion-control program for the large open-space fire at Camp Pendleton, Mr. Marchant helped developed erosion-control devices that could be left in wildlands setting, and designed seeding plant palette to address the varying site conditions throughout the area.

Antonio Parkway Extension Restoration Program, Orange, C

As Project Manager/Senior Restoration Ecologist, Mr. Marchant revised the restoration plan, supervised its implementation, conducted the monitoring and report preparation, managed the project budget, and coordinated the interactions with the corresponding regulatory agencies. Plant communities restored and created included seasonal ponds, vernal pools, riparian scrub, riparian woodland, oak woodland, coastal sage scrub, and native grassland. The total restoration area was approximately 65 acres along Chiquita Ridge, Orange County. The project presented many challenges and difficulties, including almost complete dominance of weedy species, compacted and disturbed soils and insufficient irrigation. Vernal pools and wetland creation included micro-grading and hydrogeomorphology. Restoration methodologies were periodically adjusted to reflect the dynamics of each site. This project required close monitoring and adaptive management of weeds and planting techniques.

Coal Canyon Wildlife Corridor Restoration, Orange County, CA

As Project Manager, led team in restoring riparian and Riversidean Alluvial Fan Sage Scrub on a highly disturbed 13-acre site for the State of California Department of Parks. The site will serve as a major habitat corridor between the Chino Hills State Park and the Santa Ana Mountains. The project involves the restoration of a deeply incised channel to a more natural braided channel that is a tributary to the Santa Ana River. In addition to the stream channel, approximately 12 acres of upland habitat that is currently dominated by invasive weeds was restored to Riversidean Sage Scrub habitat. The project has been maintained and monitored for three years following installation.

Thompson Creek Dam Restoration Project, Los Angeles, CA

As Project Manager, Mr. Marchant managed and provided turnkey restoration services to the Los Angeles County Department of Public Works with the Thompson Creek Dam Restoration Project. The scope of work includes the design, implementation, maintenance and monitoring of a 12-acre erosion control basin, and a two-acre coastal sage scrub/chaparral habitat. We also developed a weed-management and eradication program. Mr. Marchant served as the Project Manager and provided Quality Assurance and Control.

Roseville Oak Mitigation Planting Project, Roseville, CA

In his position as Principal Biologist, Mr. Marchant worked with the biologists to develop and implement an oak-mitigation planting plan for the City of Roseville to establish a minimum of 5,000 native oaks per their oak-mitigation ordinance. The project scope includes planting 6,250 native seedlings and trees from the (Los Robles) nursery, design and installation of an above ground temporary irrigation system, three years of temporary irrigation and IPM (Invasive Pest Management), and five years of monitoring for the 10 sites totaling over 35 acres.

Julie Simonsen

Principal Ecologist



Overview

Ms. Simonsen has 20 years of experience in the field of environmental and biological consulting in southern California, with expertise in habitat restoration and biological monitoring. Ms. Simonsen also has proven leadership capabilities as Project Manager on a number of large multi-year and multi-task projects. She has authored numerous restoration plans, biological assessments, biological resource sections for environmental impact reports, technical reports, adaptive management plans and other environmental documents. Her project experience includes government, military, commercial, local jurisdictions and residential projects. She is knowledgeable of the regulatory framework of CEQA, NEPA, and the ESA, including wetland permitting.

Ms. Simonsen has been involved in all aspects of habitat restoration, including feasibility analyses, design, implementation, monitoring, maintenance, and the preparation of integrated pest-management plans. Her project experience is vast, covering coastal sage scrub, riparian, wetland, oak woodland, native grassland, desert scrub, vernal pool and dune habitats. Ms. Simonsen has been involved in various habitat restoration projects focused on enhancing or creating habitat for sensitive species, such as California red-legged frog, Least Bell's Vireo, California Gnatcatcher, Western Burrowing Owl, Yuma Clapper Rail, California Black Rail, Santa Barbara honeysuckle, Plummer's Baccharis, and several species of Brodiaea and Mariposa lily. She also conducts restoration project monitoring, gathering transect data to monitor cover, diversity and plant survival, and has experience assessing functional habitat parameters, which include bird and insect species diversity and abundance in restored areas, as a measure of restoration success.

Ms. Simonsen also has experience designing and implementing large-scale biological surveys, as well as long-term and multiple-species monitoring programs. She has experience using statistical simulations to optimize monitoring programs. She has conducted demographic research studies on several sensitive bird, plant, and insect species in southern California including foraging and habitat requirements, seasonal and geographic distribution, and reproductive success. She is responsible for the design, implementation, and management of field studies, the collection and analysis of data, client interactions, and agency coordination. All of her project experience is heavily integrated with GIS from initial project setup, to data input, analysis, and final presentation.

Project Experience - Habitat Restoration and Invasive Weed Control

Baron Ranch Restoration Project, Santa Barbara County, CA

The Baron Ranch is owned and operated by the County of Santa Barbara Resource Recovery and Waste Management and serves to mitigate impacts at the adjacent Tajiguas Landfill. As lead ecologist, Ms. Simonsen oversees the monitoring and weed-control efforts for this 42-acre restoration program, which includes riparian, oak woodland, freshwater marsh, chaparral and coastal sage scrub habitat. This project is constrained by the presence of the California red-legged frog, requiring modified approaches for restoration installation and weed control. She is also the author of the annual reports for the last five years of the project.

City of San Diego Pilot Channel Giant Reed Removal Project San Diego County, CA

The Pilot Channel is a portion of the Tijuana River that is subject to flooding and requires active management. Invasive-weed treatment within the river is a necessary component for effective mitigation. As the Project Manager and lead ecologist, Ms. Simonsen oversaw the chemical treatment of target invasive plant species, working with a Pest Control Advisor to develop an approach for this unique situation. In coordination, with ECM restoration crew, 5 acres of giant reed biomass were treated and subsequently removed from an ecologically sensitive area.

Education

M.S. Ecology
San Diego State University

Graduate Research, Entomology
University of California, Riverside

B.S., Biology (concentration in Environmental Biology)
University of California, Irvine

Permits

Survey Permit for California Gnatcatcher and Quino Checkerspot Butterfly

Training

Constructed Wetland Workshop
Successful CEQA Compliance
Erosion Control Workshop
Restoration with Native Grasses
Wetland Delineation Course
Quino Checkerspot Butterfly Survey
Techniques Workshop
Audubon/MAPS Bird Banding Course
Desert Tortoise Training Workshop

Professional Memberships

Society for Ecological Restoration
California Native Plant Society
California Invasive Plant Council
Society for Conservation Biology
California Native Grass Association

Channan Remington Memorial Wetland Restoration Project, Imperial County, CA

This is a mitigation project for impacts from the construction of the All-American Canal within the Imperial Irrigation District service area. As restoration ecologist, Ms. Simonsen coordinated all monitoring of this project including vegetation and wildlife assessments. She developed an integrated pest-management program for the invasive plant species onsite and authored the annual monitoring reports for the last five years.

Tijuana River Valley Invasive Plant Removal Program, Otay Valley, CA

In conjunction with Southwest Wetlands Interpretive Association, Ms. Simonsen served as Project Manager over the last ten years of the invasive removal program within the Tijuana River, targeting giant reed, castor bean, and tamarisk. Treatment involved a combination of cut-stump and foliar-herbicide treatment in the 441-acre treatment area.

Goat Canyon Coastal Sage Scrub Restoration Project San Diego County, CA

The restoration site was designed to address International Boundary and Water Commission Impacts along the US border near the Tijuana River Valley. As restoration ecologist, Ms. Simonsen contributed to the restoration design and developed the integrated pest management approach for this project. This included an innovative pre-emergent approach to invasive nettle species.

All American Canal Dune Restoration Project, Imperial County, CA

The project is mitigation for impacts from the construction of the All-American Canal in the Algodones Dunes, within the Imperial Irrigation District service area. As lead ecologist, Ms. Simonsen developed and implemented a monitoring program for sand deposition and a vegetation assessment. She conducted the analysis and authored the final report.

USFWS Tijuana Slough National Wildlife Refuge Restoration, San Diego, CA

Over the course of several contracts, ECM, in coordination with Southwest Wetlands Interpretive Association, has conducted invasive weed control and habitat restoration with the USFWS Refuge. As restoration ecologist, Ms. Simonsen contributed to the planning and design of the coastal-sage and riparian-scrub restoration, and developed the approach for the treatment of invasive plant species.

Managed Marsh Planning and Design for IID's Water Transfer Project, Imperial Valley, CA

As the Deputy Project Manager for this large and complex wetland restoration project, Ms. Simonsen had the responsibility of overseeing the work to be done by a large, multidisciplinary group of professional engineers, environmental scientists, wetland and restoration ecologists, and wildlife biologists. In addition, the Managed Marsh also provides for conservation of drain and tamarisk habitats pursuant to IID's NCCP currently in development, and meet the requirements of the In-Valley Biological Opinion to offset potential salinity and selenium impacts to rails.

Design-Build Wetland Restoration and Wildlife Monitoring Study for the All-American Canal Lining Project, Imperial Valley, CA

As the Sr. Restoration Ecologist for all activities associated with the habitat creation, restoration, and enhancement activities for the Chanan Remington Memorial Wetland Project, Ms. Simonsen contributed to project planning, design and implementation. She also coordinated site reconnaissance, vegetation mapping, and wildlife study design for this project.

Roseville Oak Mitigation Planting Project, Roseville, CA

As Sr. Restoration Ecologist, Ms. Simonsen assisted in the establishment of 5,000 native oaks. Project design and implementation used native seedlings and trees propagated at the project nursery. She also assisted biologists in developing planting plans and irrigation designs for the ten open-space, preserve planting sites within Roseville. The five-year establishment includes temporary irrigation, Invasive Pest Management (IPM), and monitoring.

Spring Canyon Mitigation Project, U.S. Border Patrol, San Diego, CA

As the Project Manager for this project, Ms. Simonsen was responsible for the design and implementation of a wetland- and riparian-mitigation program. This project included wetland and riparian enhancement, restoration, and creation, as well as large-scale removal of Arundo and Tamarisk. Ms. Simonsen was responsible for coordinating with and overseeing subcontracted landscape architects and landscape contractors.

Bonita Meadows Restoration Feasibility Analysis, Caltrans District 11, San Diego, CA

As the Project Manager for this project, Ms. Simonsen prepared a wetland- and riparian-restoration feasibility analysis for Bonita Meadows, a tributary to Sweetwater River. She also managed a team of restoration ecologists, wetland biologists, and hydrogeologists while characterizing conditions for hydrology, soils, existing riparian vegetation, and exotic weed populations to identify potential enhancement, restoration, and creation opportunities within the drainage. A key challenge of this project was evaluating the intermittent contributions of nuisance run-off as a potential water source to support the wetland.

Native Grassland Restoration Area, Otay Water District

As restoration ecologist, Ms. Simonsen developed the project's restoration plan and oversaw implementation and maintenance of 14-acre native grassland restoration project. The purpose of the restoration area was to provide suitable habitat for burrowing owls and foraging habitat for raptors, including appropriate habitat for the 11 artificial burrows located within the restoration area.

Benito M. Lo

Biologist



Overview

Mr. Lo has four years of experience working in public and private sectors of the environmental consulting and conservation fields. Mr. Lo is a recent graduate of both the Ecology graduate program at San Diego State University and the Geographic Information Science and Technology graduate program at the University of Southern California. During his concurrent graduate programs, Mr. Lo specialized in non-native plant invasion, soil chemistry and ecology, and the application of GIS techniques and spatial database design to environmental questions. As a student, Mr. Lo has acquired leadership and management skills through the training and coordination of undergraduate research assistant in precise and sensitive laboratory assays.

Prior to and during his graduate education, Mr. Lo worked on a variety of monitoring and management projects throughout southern California coastal sage scrub, chaparral, oak woodland, grassland and estuarine habitats. Mr. Lo has been involved in vegetation, insect, and water quality monitoring programs where transect data was collected to assess the diversity and health of ecosystems. He has produced vegetative maps as deliverables to restoration work groups used in the determination and promotion of potential restoration projects.

Education

M.S. Ecology
San Diego State University

M.S. GIST
University of Southern California

B.S., Ecology, Behavior,
and Evolutionary Biology
University of California, San Diego

Project Experience

Southern California Vegetation Monitoring Project, San Diego and Orange Counties, CA.

Mr. Lo conducted shrubland and grassland vegetation surveys throughout San Diego and Orange County to account for species richness and cover under the guidelines of the MSCP and NCCP. Mr. Lo collected vegetation data through point-intercept and quadrat transect methods.

Oak Tree Pest and Disease Monitoring Project, Orange County, CA.

Mr. Lo conducted oak tree surveys to assess the health and recruitment rate of Orange County oak tree groves. Mr. Lo collected data on tree diameter at breast height, tree height, and distances to neighboring trees, as well as evaluations of tree health, based on pest exit-hole, fungal infection, and foliage abundances.

Hermes Copper Monitoring Project, San Diego County, CA.

Mr. Lo conducted butterfly surveys throughout San Diego County to identify Hermes Copper population locations and quantify population numbers. He worked both independently and in two-person teams to record the identity and location (GPS) of over 50 different species of butterflies in addition to the Hermes Copper Butterfly.

Soil Characteristics in Grassland Restoration Study, San Clemente Island, CA.

For his master's thesis at San Diego State University, Mr. Lo studied the effects of a grassland restoration project on soil chemistry, moisture and nutrient-cycling potential. Mr. Lo collected soils monthly from a grassland that had been treated with different combinations of fire, seeding, irrigation and herbicide treatments. He analyzed soils in a laboratory, where he trained and coordinated eight concurrent research assistants to complete monthly soil assays.

Juniper Canyon Mapping Project, San Diego, CA.

As a graduate intern for San Diego Canyonlands, Mr. Lo led and coordinated the efforts of a three-person team in surveying and mapping the environmental, recreational and human resources of the Juniper Canyon system in urban San Diego, CA. Mr. Lo designed a functional database workflow that facilitated data collection and manipulation between team members. His team produced three maps as deliverables to San Diego Canyonlands.

Estuarine Health Assessment Project, Imperial Beach, CA.

Mr. Lo participated in transect surveys of two San Diego estuarine systems where he collected soil samples, conducted in-field water quality assessments through the use of a YSI-55 meter, measured water-flow speed, and conducted both point-intercept and quadrat vegetation surveys. In lab, Mr. Lo assessed soil salinity through a light refraction technique. Additionally, Mr. Lo identified and catalogued estuary insects that were collected and preserved four years prior.

Benito M. Lo
Biologist



Brodiaea filifolia Survey, Camp Pendleton, CA.

Mr. Lo conducted full-coverage straight-line transects to survey for *Brodiaea filifolia* populations. The three-person team utilized Trimble GeoXH GPS units to walk along and maintain parallel transects seven meters apart to obtain full ground coverage.

Least Tern Restoration Habitat Monitoring Project, San Diego, CA.

As a graduate student, Mr. Lo led teams of undergraduate students in vegetation surveys in Least Tern restoration zones. Mr. Lo and his teams recorded vegetation and ground cover, and plant height transect data used to evaluate the habitat requirements for successful Least Tern restoration management.

Mangrove Restoration as Carbon Offset Feasibility Assessment, Imperial Beach, CA.

Mr. Lo conducted a scientific literature review in order to evaluate the feasibility of mangrove forest restoration as offsets for construction-oriented carbon emissions. Mr. Lo created a detailed budget necessary for mangrove forest restoration, and wrote a report outlining research findings on the efficiency of mangrove forests as carbon sinks.

Additional Skills & Qualifications

Applications: ArcGIS, Microsoft SQL Server 2012, Excel, Word, Powerpoint, Systat, Sigmaplot

Hardware: Trimble GeoXH GPS, Trimble Nomad, YSI-55.

QUALIFICATIONS

Ecological Conservation and Management (ECM) provides comprehensive natural resource management services throughout central and southern California. Our lead biologists bring over 50 years of experience managing, restoring and monitoring California's native habitats and wildlife. Our mission is to provide the most attentive, cost-effective approach to specialized natural resource management, and an unwavering commitment to the project at hand. By eliminating unnecessary overhead expenditures, we are able to provide senior staff with strong project management capabilities and technical skills at rates that allow them to participate in the field work, day to day activities, and decision making. Knowledge, experience, commitment and value are the characteristics that define our business philosophy. ECM also holds a California Department of Pesticide Regulations Business License (No. 38164) under the responsibility of Julie Simonsen (QAL No. 124157).

The following three projects are representative of ECM's habitat restoration experience. Each of these projects are of similar size and scope as the Baron Ranch Restoration Projects. Full project descriptions are included at the end of this section. References for these specific projects are included in the reference section of this proposal.

Baron Ranch Restoration Project Phase I – V

| | |
|-----------------|-------------|
| Contract Value: | \$1,500,000 |
| Acreage: | 32 acres |
| Duration: | 2010-2014 |

Channan Remington Memorial Wetland Restoration Project

| | |
|-----------------|-------------|
| Contract Value: | \$1,100,000 |
| Acreage: | 50 acres |
| Duration: | 2010-2014 |

Tijuana Slough National Wildlife Refuge Restoration Project.

| | |
|-----------------|-----------------------------|
| Contract Value: | \$200,000 (multiple grants) |
| Acreage: | 20 acres |
| Duration: | 2010-2014 |

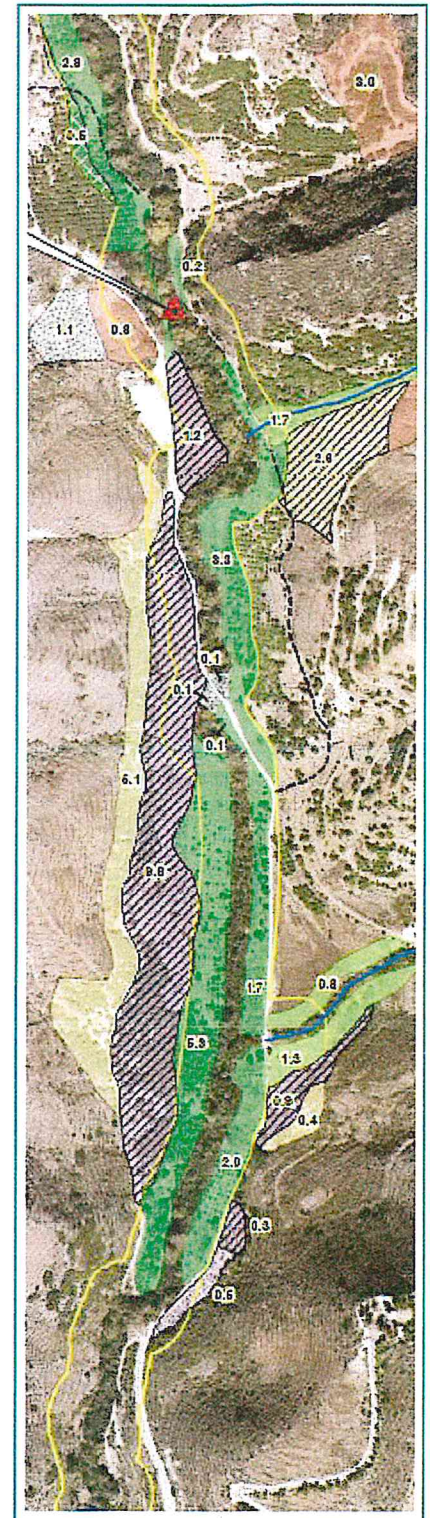


Overview

The Baron Ranch Restoration Project seeks to mitigate impacts associated with two large projects at the County-owned Tajiguas Landfill in Goleta, California. With Mr. Marchant assistance, the Resource Recovery and Waste Management Division (RRWMD) of the County of Santa Barbara developed a restoration plan in 2008 to guide and manage the mitigation efforts for these projects.

The Baron Ranch Restoration Program provides a comprehensive restoration strategy for the developed and degraded portions of the Arroyo Quemado watershed on the Baron Ranch, which will serve as the compensatory mitigation site. Baron Ranch is an approximately 1,100-acre parcel owned by the County situated immediately adjacent to the Tajiguas Landfill. The property includes native and disturbed habitats, as well as, agricultural orchards. Arroyo Quemado and its tributaries traverse the Baron Ranch and support an important breeding population of California red-legged frogs.

The overarching goals of the restoration program are to improve and augment habitat for targeted wildlife within the Arroyo Quemado watershed. These goals will be met through the protection, enhancement, restoration and creation of native riparian and upland plant communities within disturbed areas of the Baron Ranch. Because of the large scale and complexity of the restoration effort, the program includes seven phases; the last phase planned to be implemented by 2016.



Client:

Joddi Leipner,
Senior Environmental Planner
Resource Recovery and
Waste Management
County of Santa Barbara
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Start Date:

October 2010

Completion Date:

Phase I-2010 Phase IV-2013
Phase II-2011 Phase V-2014
Phase III-2012

Contract Type:

Lump Sum Professional
Services Contract

Key Personnel:

Project Manager/
Principal Ecologist:
Tito Marchant
Principal Ecologist/QAL:
Julie Simonsen
Ecologist: Benito Lo
GIS: Elizabeth Santos
Foreman: Antonio Olea



**Ecological
Conservation
& Management**
Holistic Habitat Specialists

Project Description

Baron Ranch Restoration Project

The RRWMD engaged ECM to implement, maintain, monitor and manage Phases I to V of the restoration program. Phase I, implemented in 2009, included approximately 1.5 acres of Freshwater Marsh and Riparian Woodland. Phase II included approximately 10 acres of Coast Live Oak and Riparian Woodland and was implemented in 2010. Part of Phase II included the installation of approximately 9,000 container plants. Phase III included an additional 8 acres of coast live oak woodland, 1.2 acres of Southern Willow Scrub, and 1 acre of Chaparral. Approximately 10,000 container plants from over 20 species, representing four native plant communities have been planted in Phase III. Completed in spring 2013, Phase IV included roughly 6 acres of Coastal Sage Scrub in an area once dominated by invasive species. An estimated 5,000 container plants were installed throughout this phase. Phase 5 was completed in spring 2014, and included an additional acre of Coastal Sage Scrub, 5 acres of Southern Willow Scrub and 2 acres of Coast Live Oak Woodland.

To date, more than 30,000 trees and shrubs have been installed and, according to the last monitoring data, more than 90% are alive and thriving. We have installed a large, complex drip irrigation system that has provided adequate water to each species need, reduced weed germination, and conserved water. While different vendors have provided container plant material, ECM installed a native plant nursery at Baron Ranch to supplement planting and reduce costs of purchased plant material.

Mr. Marchant has directly supervised all aspects of the implementation effort and routinely conducts horticultural monitoring throughout the sites and directing maintenance activities in person. Ms. Simonsen has led the botanical monitoring based on more than 25 transects, and subsequently analyzes the data, making necessary recommendations for habitat management. ECM field crew have worked on the project since its inception, doing an exceptional job reviving native habitats at Baron Ranch.





Overview

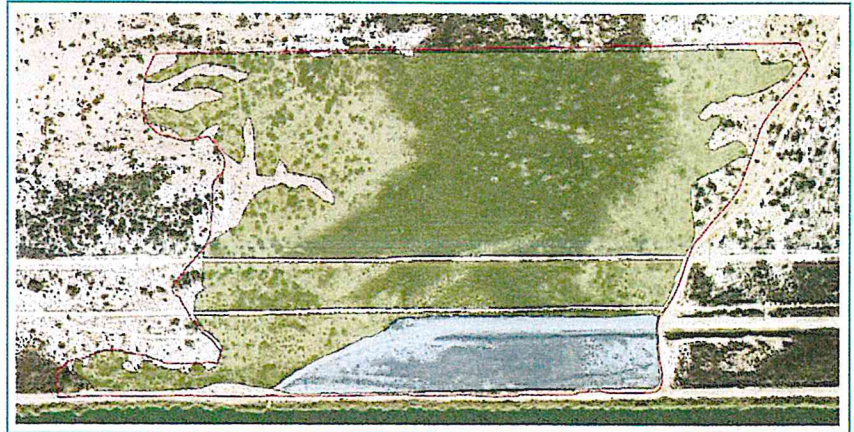
The project is mitigation for impacts associated with the construction of the All-American Canal. The project's objective is to create, restore, and enhance approximately 50 acres of desert wetland, riparian, and mesquite bosque habitat for the Yuma clapper rail, the California black rail, the Yellow-billed cuckoo, and the Gila woodpecker.

The restoration plan, written by Mr. Tito Marchant, includes principal habitat requirements for these species such as: appropriate water elevation; foraging; nesting; and dispersal habitat. The initial baseline studies, habitat assessment and feasibility analysis, design and implementation were done under the direction of Mr. Marchant while working for EcoSystems Restoration Associates. Now a Principal Ecologist at ECM, Mr. Marchant maintains responsibility for the long-term monitoring and management of the project under a four-year contract with the Imperial Irrigation District (IID).

Following project design, the implementation phase involved the grading of 1.5 acres of created wetlands, including low-flow points that provide water to the restoration area and facilitate natural recruitment of marsh species.

Invasive species control involved two dominant invasive species: ravena grass and tamarisk. Over 60% of the plant cover within the 50-acre restoration site was attributed to these two species at the start of the project; invasive plant cover is now less than 2% and under control. To achieve this goal, ECM set up an onsite nursery to propagate cuttings and seeds. Over the last six years, more than 12,000 trees have been propagated and planted. Furthermore, over the past four years, marsh habitat has increased by approximately 20%.

Because the goals of the project are to create and restore habitat for sensitive wildlife, a vegetation and wildlife monitoring plan was developed to evaluate the response of wildlife to restoration efforts, as well as the changes to plant composition and cover. This information has been crucial for carrying out adaptive management decisions. To date, both California Black Rail and Yuma Clapper Rail have been observed using the wetland project area during the breeding season. Bird diversity and abundance has increased and is higher than adjacent areas still dominated by invasive species.



Client:

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Start Date:

March 2010

Completion Date:

December 2014

Contract Type:

Lump Sum Professional
Services Contract

Key Personnel:

Project Manager/
Principal Ecologist:
Tito Marchant

Principal Ecologist/QAL:
Julie Simonsen

Ecologist: Benito Lo

GIS: Elizabeth Santos

Foreman: Antonio Olea



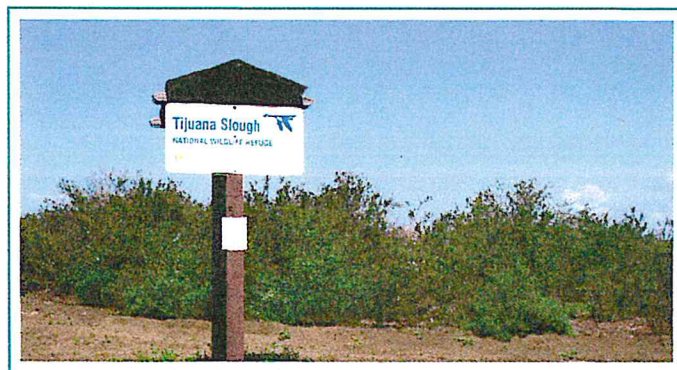
Overview

The Tijuana Estuary is one of the largest functioning wetlands remaining in Southern California. Protected as a National Wildlife Refuge, it serves as a field-research center for numerous private and governmental agencies. The area contains several protected avian species, such as the federally listed Least Bell's Vireo, the Light-Footed Clapper Rail, the Belding's Savannah Sparrow, and the California Gnatcatcher. Additionally, the Tijuana River Valley lies within the Pacific Flyway, used by migrating bird species, including numerous raptors that utilize the estuary for nesting and foraging.

For almost a decade, both Tito Marchant and Julie Simonsen have worked closely with Southwest Wetlands Interpretation Association (SWIA) as Project Managers and Senior Ecologists, managing invasive plant species and restoring native habitat within the Tijuana River Valley and Estuary. Directly contracting ECM, this program recently included multiple grants from local and federal agencies for the treatment and control of approximately 120 acres of invasive species and 2 acres of riparian and scrub habitat restoration within the Tijuana Slough National Wildlife Refuge.

Concern and control of invasive plant species is primarily focused on the giant reed, castor bean, and salt cedar. ECM implemented mechanical and chemical control methods in an integrated pest management framework. Because riparian habitat surrounds infestation areas, the project must be executed with great care to avoid any impact to sensitive species.

The restoration effort has focused on riparian and coastal scrub species, which are key habitat parameters for the Least Bell's Vireo and California gnatcatcher, both observed within the restored habitat. Using drip-system irrigation, ECM was able to successfully provide adequate watering for native plants without encouraging additional weedy species to pervade the habitat.



Client:

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Southwest Wetlands
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Carolyn Lieberman
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Start Date:

March 2010

Completion Date:

December 2013

Contract Type:

Professional Services
Contract

Key Personnel:

Project Manager/
Principal Restoration Ecologist:
Tito Marchant

Principal Ecologist/QAL:
Julie Simonsen

GIS: Elizabeth Santos
Foreman: Antonio Olea

APPROACH

Task 1 – Phase A: Coast Live Oak Woodland (10.8 acres)

Phase A of the Project involves the restoration of approximately 10.8 acres of Coast Live Oak Woodland including the installation of approximately 7,000 containers (3,000 oak trees and 4,000 shrubs and grasses). ECM will provide care for these containers from July 2015 until implementation. The proposed 10.8 acre restoration area consists of three polygons on the west side of Arroyo Quemado. Approximately half of the proposed restoration area is currently under agricultural production including about 600 mature avocado trees. These trees will be removed prior to planting during summer/fall 2015. The other half of the proposed restoration site is barren or dominated by invasive species including sweet fennel, poison hemlock, mustard, horticultural cactus and cheeseweed mallow. An intensive weed control program will be needed in this area to facilitate the establishment and growth of the native plants installed.

Task 1A Implementation

Site Preparation

To prepare the site for plant installation the following tasks will be completed. ECM will remove avocado trees within the designated restoration areas. Trees will be cut, the stumps treated with herbicide and left in place, and the cut portions mulched. Trees will be removed by cutting branches and main trunks with chain saws and subsequently mulch all wood material with a large wood chipper. ECM has used this method in previous phases. Alternatively and where feasible, ECM may use a high flow Bobcat equipped with a front loaded forestry cutter to simultaneously cut and mulch trees. Initial invasive plant species control and removal will be implemented which may include mowing, herbicide application, and crushing of vegetation. In addition, all debris, trash, and old irrigation hoses will be removed. Prior to site preparation activities, Mr. Marchant will survey all areas to look for potential nests and the presence of sensitive species such as the California red-legged frog. Mr. Marchant has previously received authorization from the US Fish and Wildlife Service to survey for this species at Baron Ranch and Tajiguas Landfill. Mr. Marchant will ensure full compliance with the Migratory Bird Treaty Act as well as conduct a California red-legged frog informational training prior to project implementation. Site Preparation activities are scheduled to begin in August 2015 and will be completed in November 2015.

Planting

ECM proposes to follow the planting guidelines outlined in the Baron Ranch Restoration Plan and the experience gained during the successful implementation of the previous five phases of the project. ECM will use a Bobcat-type tractor with a hydraulic-powered auger with a large bit for digging holes for trees. Digging large holes with an auger aerates the soil, significantly improves water percolation and makes the construction of a large basin around each tree easier. As in all previous phases when using this type of equipment, Mr. Marchant will conduct the excavation of holes for planting. Doing so allows him to understand and identify the different soil types and select the appropriate species to use. In our experience working at the ranch, we have found that soil characteristics are different throughout and in relatively small scale. Coast live oaks do best in well-developed and porous soil and noting these differences and planting according to them will have an impact in their survival and growth. In addition, ECM will import soil with higher

nutrient content and/or better drainage properties, as needed and as has been done during previous phases. There is an ample supply of high quality soil at the Baron Ranch from past composting activities. This methodology, while being more labor intensive, has proven critical in prior planting success.

Planting densities will emulate natural vegetation communities and will vary from approximately 400 to 700 plants per acre depending on species composition and location. Planting densities will also depend on micro-site conditions including soil type and hydrology. Mr. Marchant and Mr. Olea (ECM's Foreman who has worked in all previous phases) will place each plant container in its final planting location. ECM proposes to install approximately 7,000 containers in Phase A. To reduce the germination of invasive species, plants installed in the restoration sites will receive two to four inches of weed-free mulch from the mulched orchard trees removed in this phase. Planting will begin immediately after site preparation.

This scope of work does not include seeding; however it is recommended that seeding take place in the second and third year after planting. Seeding will help increase native plant cover and reduce the potential for non-native species to colonize. The cost of seeding is not included in this proposal.

ECM will provide a ninety (90) day warranty from the time of installation for all planted containers provided that a fully operational irrigation system is in place prior to the planting effort. ECM will approve the irrigation system verifying that it provides sufficient coverage, quantity and pressure. A table summarizing replacement planting will be included in the monitoring reports. Any dead plants within this time frame will be replaced at no cost.

Task 1B Maintenance

As part of this task, ECM will provide maintenance of the 10.8 acre restored areas from the time of installation through June 2017, approximately 18 months. Maintenance activities will include watering, weed control, and ensuring the proper functioning of the irrigation systems. Watering through a manual system will be conducted approximately monthly during the growing season from March through June and every six to eight weeks throughout the rest of the year, depending on rainfall and soil characteristics. Because water availability and pressure constraints, watering is generally limited to 4 to 6 hours a day; this task assumes that it will take a full week to water all three polygons of Phase A. Also, in our experience the drip system needs to be checked during each use to make sure the plants are receiving adequate watering. Inspection of all emitters during each watering event is included in this scope of work. The schedule provided in this proposal is just an estimation. Weather, soil, plant species, water availability and pressure all affect when and how much to water at any given time.

Approximately half of Phase A is located within avocado orchards and the remaining half is barren or disturbed habitat. The areas of avocado orchard contain a thick mulch layer of avocado leaves which inhibits most weed germination. These areas are also generally surrounded by additional avocado orchards or native vegetation so the potential to be colonized by weeds is reduced. In contrast, the barren areas include primarily non-native vegetation including cheeseweed mallow, mustard, sweet fennel, horticultural cactus and thistles. These species vary in their treatment

window due to the timing of germination requiring multiple treatments to the same area throughout the year. For example, mustard germinates early with the first rains, while sweet fennel germinates later in spring. Cheeseweed mallow, on the other hand, germinates year around. Similarly, the treatment technique varies by species. Mustard and thistles can be adequately controlled by chemical treatment with glyphosate but sweet fennel and cheeseweed mallow require a combination of herbicides. Depending on rainfall, weed treatment begins in winter of each year 2016 and 2017 with an initial treatment of the entire 10.8 acres over a period of two to three weeks. Subsequent retreatment will occur through spot spraying and hand removal approximately once a month through July/August, with each treatment event requiring approximately one week of effort with a crew of 6.

This task also includes the care of approximately 7,000 containers at the onsite nursery between July 2015 and the time of installation. Care will be comprised of weekly watering, weed removal, and monitoring of overall health and vigor. Maintenance activities will ensure the meeting of the restoration plan performance standards but is contingent on adequate rainfall and a functioning irrigation system.

Task 1C Monitoring and Reporting

As part of this task, ECM will provide monthly horticultural monitoring and quantitative monitoring for the annual report for the period of January 2016 through June 2017 (18 months). The monthly horticultural monitoring will be conducted to guide maintenance activities and to ensure plants are growing healthy and becoming established. Specifically, the Project Ecologist will evaluate the health of container plant material, the adequacy of the watering regime, the species and life stage of non-native weeds, and evidence of natural recruitment. This task also includes the annual quantitative monitoring to assess native and non-native vegetation cover, plant survival, and tree height. Quantitative monitoring will be conducted through 7, 25-meter transects using the point-intercept methodology to determine absolute cover. Survival and tree height data will be collected on a sample size of at least 10 percent of the container plants installed per species. In addition, 6 photo stations will be established to document the progress of the restoration effort. This scope of work includes two quantitative monitoring efforts: one in spring 2016 and another one in 2017. This task does not include the monthly update reports nor the post-installation as-built report which are included in Task 4 of this scope of work. Likewise, this task does not include the two Annual Reports which are part of Task 5 and incorporate the analysis and documentation of all phases.

Task 2 – Phase B: Chaparral (6.2 acres)

Phase B includes the restoration of 6.2 acres of Chaparral including the installation of approximately 2,500 container plants. The proposed 6.2 acre restoration area consists of two polygons north and south of Drainage C. The smaller polygon north of Drainage C is currently under avocado production with approximately 110 live avocado trees and 16 dead trees within the footprint of the restoration area. These trees will be removed prior to planting during fall 2015. The larger polygon south of Drainage C consists of an abandoned orchard with a dense understory cover by non-native and invasive species. Some of the orchard trees will be removed

and others, particularly those that are dead will be left standing. An intensive weed control program will be needed in this area to facilitate the establishment and growth of the native plants installed. In addition and as part of this task ECM will maintain container plant material for this phase free of weeds and provide adequate watering until planting in fall 2015.

Task 2A Implementation

Site Preparation

Under this task ECM proposes to implement orchard tree removal within the designated restoration areas. Trees will be cut, the stumps treated with herbicide and left in place, and the cut portions mulched. Because of the difficult terrain most avocado trees will be removed using hand tools and mulching will be accomplished with a wood chipper stationed on adjacent roads. An initial invasive plant species control and removal effort will be implemented which may include mowing, herbicide application, and crushing of vegetation. Some areas within this restoration site have a dense cover of annual non-native grasses and forbs. Site preparation will therefore include a reduction of the standing biomass to facilitate planting. All debris, trash, and old irrigation hoses will be removed. Although Phase B includes primarily an upland plant community, its geographical location within the ranch and proximity to Drainage C and Arroyo Quemado, there is a potential of California red-legged frog using these areas for foraging and/or movement. Live and dead avocado trees could also be used for nesting by some bird species during August and September. Therefore, and prior to site preparation activities, Mr. Marchant will survey all areas to look for potential nests and the presence of sensitive species such as the California red-legged frog. Mr. Marchant will ensure full compliance with the Migratory Bird Treaty Act as well as conduct a California red-legged frog informational training prior to project implementation. Site Preparation activities are scheduled to begin in August 2015 and will be completed in November 2015.

Planting

Because of the difficult access and steep slopes in most of the restoration areas selected for this phase, ECM will plant all containers by hand. ECM will make every effort to dig deep holes with a large basin to provide the best conditions for plant establishment. There may be areas with gentler slopes that are closer to the road where a tractor with an auger could be used. Planting densities will take into account the difficult terrain and access and will vary from approximately 300 to 500 plants per acre. Mr. Marchant and Mr. Olea will place each plant container in its final planting location. ECM proposes to install approximately 2,500 containers in Phase B. It should be noted that the proposed planting density is approximately half of what was recommended in the restoration plan and is relying more on natural recruitment and passive restoration. The lower density of planting may result in a longer period of maintenance and/or monitoring. This scope of work does not include seeding; however it is recommended that seeding take place in the second and third year after planting. Seeding will help increase native plant cover and reduce the potential for non-native species to colonize. The cost of seeding is not included in this proposal.

Depending on forecasted rain for the 2015/2016 rain season, planting may begin as early as October or as late as December. However, all planting will be completed no later than February 2016.

ECM will provide a ninety (90) day warranty from the time of installation for all planted containers provided that a fully operational irrigation system is in place prior to the planting effort. ECM will approve the irrigation system verifying that it provides sufficient coverage, quantity and pressure. A table summarizing replacement planting will be included in the monitoring reports. Any dead plants within this time frame will be replaced at no cost.

Task 2B Maintenance

As part of this task, ECM will maintain the 6.2 acre restored areas from the time of installation through June 2017, approximately 18 months. Maintenance activities will include watering, weed control, and ensuring the proper functioning of the irrigation systems. Watering through a manual system will be conducted approximately monthly during the growing season from March through June and every six to eight weeks throughout the rest of the year, depending on rainfall and soil characteristics. Because water availability and pressure constraints, watering is generally limited to 4 to 6 hours a day; this task assumes that it will take 3 to 5 days to water the two polygons of Phase B because of the difficult terrain. Inspection of all emitters during each watering event is included in this scope of work.

Phase B includes avocado orchards of which 80 percent or approximately five acres have been abandoned. In the active orchards weed cover is low due to the mulch layer and primarily native vegetation on the slopes to the north. In contrast, the abandoned orchards in the southern polygon have a heavy understory of non-native vegetation including smilo grass, mustard, thistle, tobacco tree and cheeseweed. A concerted effort in weed control is required in Phase B because of the lower plant densities to be installed and the high non-native cover. The time devoted to this task is also higher because of the steepness of the terrain which makes it difficult to access. Depending on rainfall, weed treatment will begin in winter with an initial treatment of the entire 6.2 acres over a period of approximately three weeks. Subsequent retreatment will occur through spot spraying and hand removal approximately once a month through July/August, with each treatment event requiring approximately one week of effort with a crew of 6.

This task also includes the care of approximately 2,500 containers at the onsite nursery between July 2015 and the time of installation. Care will be comprised of weekly watering, weed removal, and monitoring of overall health and vigor.

Task 2C Monitoring and Reporting

As part of this task, ECM will provide monthly horticultural monitoring and quantitative monitoring for the annual report for the period of January 2016 through June 2017 (18 months). The monthly horticultural monitoring will be conducted to guide maintenance activities and to ensure plants are growing healthy and becoming established. Specifically, the Project Ecologist will evaluate the health of container plant material, the adequacy of the watering regime, the species and life stage of non-native weeds, and evidence of natural recruitment. To further reduce costs, ECM has utilized synergies in this task with the horticultural monitoring of Phase A. This task also includes the annual quantitative monitoring to assess native and non-native vegetation cover, plant survival, and tree height. Quantitative monitoring will be conducted through 5 25-meter transects using the point-intercept methodology to determine absolute cover. Survival and tree height data will be collected on a sample size of at least 10 percent of the container plants installed per

species. In addition, 4 photo stations will be established to document the progress of the restoration effort. This scope of work includes two quantitative monitoring efforts: one in spring 2016 and another one in 2017. This task does not include the monthly update reports nor the post-installation as-built report which are included in Task 4 of this scope of work. Likewise, this task does not include the Annual Report which is part of Task 5 and incorporate the analysis and documentation of all phases.

Task 3 – Maintenance and Monitoring of Other Restoration Phases

This task includes maintenance and monitoring for Phases I, II, III, IV and V. The RFP requested periods of maintenance and monitoring for each phase. For purposes of this proposal, ECM suggests the following modifications based on the date of implementation and status of the restoration efforts (Table 2).

Table 2. Summary of ECM Proposed Maintenance and Monitoring

| Phase | Date Installed | End 5-Year Period | ECM Maintenance** | ECM Monitoring |
|-------|----------------|-------------------|------------------------------------|-----------------------------------|
| I | Nov 2009 | Dec 2014 | - | -* |
| II | Dec 2010 | Dec 2015 | - | Jul 2015-Dec 2015* (6 months) |
| III | Dec 2011 | Dec 2016 | - | Jul 2015-Dec 2016* (18 months) |
| IV | Dec 2012 | Dec 2017 | Jul 2015 – Jun 2016 (12 months) | Jul 2015-Jun 2017 (24 months) |
| V | Feb 2014 | Dec 2018 | Jul 2015 – Jun 2016 (12 months) | Jul 2015-Jun 2017 (24 months) |

* Assumes regulatory sign-off is received for these phases before or within the contract period.

**ECM will provide oversight and direction on required maintenance activities to Ag Land Services in the Phase I-III areas.

Task 3A Maintenance

This task includes oversight and direction of Ag Land Services for Phases I thru III and maintenance for Phases IV and V. The maintenance schedule and duration is summarized in Table 1, along with the original implementation dates and end dates for the five year monitoring and maintenance period.

ECM will provide direction to Ag Land Services for maintenance needs in Phases I thru III from July 2015 through June 2016. As summarized in Table 1, Phase I will complete the five year maintenance and monitoring period before the initiation of this contract; and Phase II will be completed in December of 2015. Therefore this scope of work only includes one visit and meeting with Ag Land Services for these phases in 2015 and no further maintenance or coordination is anticipated because both phases are meeting performance standards. Coordination on Phase III

will continue through December 2016 and will include two field visits with Ag Land Services as part of this task. ECM's will provide Ag Land Services staff at the ranch with maintenance recommendations as needed. Update emails to the County will include these recommendations. These recommendations will also be communicated verbally in Spanish to Ag Land Services ranch staff to ensure they are understood. If necessary, maps will be produced depicting areas and target species for control as well as methods to be used. As noted above, this scope of work does not include any maintenance activities to be conducted by ECM for Phases I thru III. If Ag Land Services cannot provide the needed effort to keep weeds and invasive species below required standards, ECM, with prior approval from the County, can provide additional assistance.

ECM will provide maintenance for Phase IV (5.8 acres) and V (6.9 acres) between July 2015 and June 2016, a period of one year. At the initiation of this contract, Phase IV will be at the end of the third growing season and is currently meeting success standards for cover and plant survival. Irrigation is anticipated to be stopped at the end of 2015 and only 2 maintenance visits are anticipated to be required for the remaining 6 months of 2016 because the non-native weed populations have been largely controlled. In contrast, Phase V will have completed just the second growing season so watering and maintenance will be required for all 12 months. Phase V also had large infestation of sweet fennel and poison hemlock in and adjacent to the restoration area that have been difficult to control. Maintenance in Phase V will include approximately monthly watering events and 4-6 weed control events.

The primary maintenance activities include control of invasive species, watering, ensuring that plants are growing and healthy, and that the irrigation systems are operational. Maintenance will typically follow monthly horticultural visits when the sites are surveyed and maintenance priorities are set. Based on our experience at Baron Ranch, infestations of poison hemlock, sweet fennel, castor bean, tobacco tree, cheeseweed and mustard species are expected to be the primary non-native plants of concern. These plants will be controlled with herbicide early on in their development and hand pulled later in the season as the density of these plants decreases. Some species such as mustard can be controlled with glyphosate, but others require a combination of chemicals because they have shown resistance to this herbicide. ECM has and will continue to obtain a Pest Control Recommendation from a Pest Control Advisor, as required by the California Department of Pesticide Regulation on public lands. No invasive plant species will be allowed to set seed within the restoration areas nor will their cover be allowed to exceed 5 percent or 10 percent for other non-native species. Irrigation frequency will be closely monitored and adjusted so that the plants receive adequate water for growth, while at the same time every effort will be made to conserve water resources. Coordination with Ag Land Services staff will continue to be crucial to provide water for restoration, as well as, the remaining orchards.

Task 3B Monitoring

ECM's will qualitatively and quantitatively evaluate project success in relation to the project performance criteria as specified in the Baron Ranch Restoration Plan and project's regulatory permit requirements and submit monthly update reports. In the RFP, monitoring is requested for Phases I to V through June 2017. However, due to the installation date and status of the restoration sites revised monitoring periods are proposed as summarized above in Table 2 and described below. Phase I will not be quantitatively monitored because the monitoring period ends

before this contract is initiated and performance criteria have been met; however, qualitative monitoring will continue through June 2017 to assess how the site is responding to no supplemental irrigation, since irrigation was stopped in summer of 2014. This scope of work includes 6 months of horticultural monitoring for Phase II, as the 5-year monitoring period ends in December 2015, and the restoration sites are performing very well. However, should Phases I and II not receive sign-off from the regulatory agencies as indicated; ECM will continue to provide qualitative and quantitative monitoring until they are signed off or through the June 2017 contract period. The monitoring period for Phases IV and V will continue for the entire length of the contract period or 24 months because these phases were recently implemented.

The monitoring program will focus on documenting the progress of the Project including: native vegetation cover, nonnative vegetation cover, species diversity, and natural recruitment. Monitoring will include horticultural and quantitative botanical inspections. Monthly horticultural monitoring visits will qualitatively assess the health of the plant material and the overall condition of all phases, as described above. To further reduce costs, ECM has utilized synergies in this task with the horticultural monitoring of all other phases. The plant material (container plants and seeded areas) will be inspected in order to characterize the growth and establishment of the plant material with emphasis placed on signs of stress, mortality, pathogens, or disease. Similarly, evidence of natural recruitment will be recorded.

Botanical monitoring will provide quantitative data concerning vegetative plant cover estimates, percent survival, and tree height to monitor changes in the restoration effort over time. Methods of survey will include point-intercept transects for estimating vegetative cover. Tree height will be calculated by measuring the tree heights from approximately 20 percent of all installed coast live oak trees in the woodland areas. Average tree height for other species, including arroyo willow, narrow-leaved willow, and western sycamore will be based on sampling approximately 10 percent of the installed trees per species. Similarly, percent survival will be determined based on a sample of at least 10 percent of the plants installed per species. Two (2) botanical monitoring efforts are included in this Scope of Work. Each of these monitoring efforts will be conducted during the growing season (between April and June) in 2016 and 2017. Quantitative monitoring for 2015 will be addressed in ECM's current contract with the County. This scope of work is based on 38 transects across the five phases (Table 3).

Table 3. Number of Transects in Each Phase

| Phase | No. of Transects |
|--------------|-------------------------|
| Phase I | 3 |
| Phase II | 12 |
| Phase III | 14 |
| Phase IV | 4 |
| Phase V | 5 |
| Total | 38 |

Photo points, landscape photographs taken at the same location overtime to document progress, will be taken to provide a consistent frame so that differences over time are easily seen and recorded. ECM will continue to monitor the photo points already established for Phases I through V, including a total of 20 photo points.

Task 4 – Restoration Plan Coordination, Management & Quality Assurance

Restoration Plan Coordination

Mr. Tito Marchant, the proposed Project Manager, will continue to work closely with RRWMD management staff, particularly with the County's Project Manager, Ms. Joddi Leipner during the length of this contract to coordinate field work, assist with regulatory agency and sign-off and provide advice and guidance. ECM clearly understands that it is our responsibility to ensure project success and we will make every effort to proactively manage the project both on the ground and in our communication and technical advice to the County in order to meet the restoration plan and regulatory performance standards.

During the implementation of Phase A & B, ECM will provide weekly updates on the status of the restoration activities to RRWMD and will submit e-mails following major project milestones including completion of container plant installation and following horticultural and botanical monitoring activities. Within 6 weeks of installation, Mr. Marchant will certify in writing that installation has been completed and will submit a report to RRWMD describing as-built conditions of the mitigation areas.

Monthly emails will be sent to the County summarizing the results from horticultural assessment visits to all phases and will include priority maintenance activities, recommendations, and a brief summary of existing conditions. Representative photographs will be included in these monthly emails. The growth stage will also be described to record when and if installed species are flowering and setting seed.

In addition, Mr. Marchant will be available to attend as many meetings as necessary with RRWMD and resources agencies or other organizations at either Baron Ranch, Tajiguas Landfill, or at County offices over the contract term.

Project Management

ECM was founded on the idea of eliminating unnecessary layers of management and overhead that burden hourly rates and remove project principals for the day to day management that can make or break a project. Toward this end, Mr. Marchant will serve as Project Manager and Senior Restoration Ecologist based on both his technical expertise and experience working with the County of Santa Barbara over the last seven years. The County's project managers and accounting staff will have direct access to Mr. Marchant through cell phone and email to ensure a same day response. He will also personally oversee the allocation of staff and resources to meet the needs of the project. Mr. Marchant will also be personally responsible for preparing all invoices and associated progress reports submitted to the County. Ultimately, Mr. Marchant takes personal responsibility for ensuring success for all phases of the Baron Ranch restoration project.

Quality Assurance

ECM quality control plan involves a series of rigorous peer reviews by senior staff at all major milestones of the project. It is ultimately the responsibility of Tito Marchant, the Project Manager, to ensure that all the points of our quality control plan are addressed prior to submitting deliverables to the County. Mr. Marchant will be supported by Julie Simonsen, Principal Ecologist, in ensuring: 1) that all the deliverable meets the specifications outlined in the scope of work; 2) confirming that the documents have been peer reviewed and technical edited; 3) that coordination with the resource agencies has been documented and supports the findings documented (if and when appropriate); 4) that all calculations, recommendations have been verified; and that 5) client communication has occurred to ensure deliverable meets their expectations and does not generate any issues that have not previously been brought to their attention.

Task 5 – Annual Monitoring Report

Two (2) annual monitoring reports are included in this scope of work and will be submitted by December 1st of 2015 and 2016. This scope of work also includes the botanical data collection for the 2017 monitoring report but not the actual report, although the effort associated with the data collection is included under Task 3 – Maintenance and Monitoring. Annual reports will be concise and will include graphs, figures, photographs, and tables. Each report will summarize results from the qualitative and quantitative monitoring and outline the progress made toward meeting mitigation requirements, and will identify major problems and challenges faced during the year. Adaptive management strategies implemented, conclusions and future recommendations will also be provided. The reports will also include a discussion of compliance with performance standards such as those included in the project's Streambed Alteration Agreement and restoration plan. ECM will finalize the report within thirty (30) days based on one set of comments made by County staff. A final report will be submitted to the County no later than January 1st. ECM understands that some phases of the project, particularly Phases 4 and 5, may be signed off as complete by the regulatory agencies prior to the 5 year period. Should this be the case, the additional monitoring time will be deducted from the fixed price contract value.

COST SUMMARY

The estimated fixed fee costs for ECM's approach as detailed above is \$685,560 and is summarized in Table 4 below. Costing details can be found in the attached spreadsheet. Requested rate detail is included in Table 5, below.

Table 4. Cost Summary by Task and Fiscal Year

| Tasks | | Estimated Cost | FY 2015-2016 | FY 2016-2017 |
|---------------|---|-------------------|--------------------|--------------------|
| Task 1 | Phase A -Coast Live Oak 10.8 acres | | | |
| 1A | Implementation | \$ 149,405 | \$ 149,405 | |
| 1B | Maintenance | \$ 139,120 | \$ 83,472.0 | \$ 55,648.0 |
| 1C | Monitoring | \$ 19,200 | \$ 11,520.0 | \$ 7,680.0 |
| | Sub-Total Task 1 | \$ 307,725 | \$ 244,397 | \$ 63,328 |
| Task 2 | Phase B - Chaparral 6.2 acres | | | |
| 2A | Implementation | \$ 88,090 | \$ 88,090 | |
| 2B | Maintenance | \$ 136,390 | \$ 81,834.0 | \$ 54,556.0 |
| 2C | Monitoring | \$ 19,390 | \$ 11,634.0 | \$ 7,756.0 |
| | Sub-Total Task 2 | \$ 243,870 | \$ 181,558 | \$ 62,312 |
| Task 3 | Maintenance & Monitoring | | | |
| 3A | Maintenance | \$ 56,410 | \$ 33,846 | \$ 22,564 |
| 3B | Monitoring | \$ 29,675 | \$ 17,805.0 | \$ 11,870.0 |
| | Sub-Total Task 3 | \$ 86,085 | \$ 51,651 | \$ 34,434 |
| Task 4 | Restoration Plan Coordination | \$ 25,680 | \$ 12,840 | \$ 12,840 |
| Task 5 | Annual Monitoring Report | \$ 22,200 | \$ 11,100.0 | \$ 11,100.0 |
| | Total | \$ 685,560 | \$ 501,546 | \$ 184,014 |

Table 5. Summary of Rate Detail

| | Project Manager* | Senior Restoration Ecologist* | Ecologist+ | Foreman* | Crew Leader/ Sm. Equip. Operator* | Landscape Tender | Landscape Maintenance Laborer | Admin |
|---|------------------|-------------------------------|------------|----------|-----------------------------------|------------------|-------------------------------|----------|
| Salary | \$ 70.00 | \$ 55.00 | \$ 33.00 | \$ 29.00 | \$ 20.00 | \$ 17.12 | \$ 12.00 | \$ 25.00 |
| Taxes | \$ 21.00 | \$ 16.50 | \$ 9.90 | \$ 8.70 | \$ 6.00 | \$ 5.14 | \$ 3.60 | \$ 7.50 |
| Admin/Overhead | \$ 31.85 | \$ 25.03 | \$ 19.31 | \$ 15.08 | \$ 10.40 | \$ 6.68 | \$ 4.68 | \$ 11.38 |
| Subtotal | \$ 122.85 | \$ 96.53 | \$ 62.21 | \$ 52.78 | \$ 36.40 | \$ 28.93 | \$ 20.28 | \$ 43.88 |
| Profit | 9.5% | 8.5% | 12.0% | 14.0% | 15.0% | 15.0% | 15.0% | 14.0% |
| Proposal Rates | \$ 135.00 | \$ 105.00 | \$ 70.00 | \$ 60.00 | \$ 42.00 | \$ 33.00 | \$ 23.00 | \$ 50.00 |
| Total Hours | 40 | 800 | 1000 | 2240 | 1060 | 2440 | 6600 | 40 |
| Percentage of Total | 0.3% | 5.6% | 7.0% | 15.8% | 7.5% | 17.2% | 46.4% | 0.3% |
| * Salaried positions not subject to prevailing wage | | | | | | | | |
| + Professional positions | | | | | | | | |

REFERENCES

The reference list provided below includes clients with whom we have worked with for at least 4 years. All the projects we have worked together have been large and complex biological and restoration assignments. We have had multiple projects with the Imperial Irrigation District and the Southwest Wetlands Interpretive Association. We have provided the Project Managers for these projects. We strongly believe that ultimately, people hire people and the decision is usually based on trust and past performance. We have been very fortunate of having worked with the people listed below as well as with you and the several people that has participated on the Tajiguas project. The experiences and relationships we have developed with our clients are indeed a testimony that when people work together well, the outcome is always positive. Please feel free to contact the people we have listed.

Joddi Leipner
Senior Engineering Environmental Planner
Santa Barbara County Public Works
Resource Recovery and Waste Management
130 E. Victoria Street, Suite 100
Santa Barbara, California 93101
jleipner@cosbpw.net
805-882-3614

Vikki Dee Bradshaw
Environmental Compliance Officer
Imperial Irrigation District
P.O. Box 937; 333 E. Barioni Blvd.
Imperial, CA 92251
VDBradshaw@IID.com
760-482-3610

Mayda Winter
Program Director
Southwest Wetlands Interpretive Association
708A Seacoast Drive
Imperial Beach, Ca 91932
Swiaprojects@aol.com
619-575-0550

John Bolan, PhD
Project Manager
Southwest Wetlands Interpretive Association
708A Seacoast Drive
Imperial Beach, Ca 91932
JohnBoland@sbcglobal.net

EXHIBIT B

PAYMENT ARRANGEMENTS

Periodic Compensation

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$685,560.
- B. The Director of Public Works or designee is authorized to approve changes or additions in the services being performed under this Agreement in an amount not to exceed \$20,000. Any changes or additions in the services being performed under this Agreement must be approved in advance and in writing by the COUNTY.
- C. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in EXHIBIT A as determined by COUNTY.
- D. Monthly CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- E. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

EXHIBIT C

Indemnification and Insurance Requirements (For Professional Contracts)

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR's indemnification obligation applies to COUNTY's active as well as passive negligence but does not apply to COUNTY's sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, his agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by

the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.



CERTIFICATE OF LIABILITY INSURANCE

ECOLO-1

OP ID: JS

DATE (MM/DD/YYYY)

04/20/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER ISU Ins.Sycs.-Cormarc Tasman CorMarc Insurance Agency 25220 Hancock Ave. #200 Murrieta, CA 92562 Kenneth Snipper | | CONTACT NAME: Kenneth Snipper PHONE (A/C, No, Ext): 951-290-5040 E-MAIL ADDRESS: FAX (A/C, No): 951-278-0664 | | | | | | | | | | | | | | | |
|---|--------|---|--|-------------------------------|--------|---|-------|--|-------|--|-------|--------------------------------------|--|-------------|--|-------------|--|
| INSURED Ecological Conservation & Management 6755 Mira Mesa Blvd. Suite #123413 San Diego, CA 92121 | | <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Nationwide Mutual Ins., A+,XV</td> <td>23787</td> </tr> <tr> <td>INSURER B : Markel Insurance Co.,A,XIV</td> <td>38970</td> </tr> <tr> <td>INSURER C : Philadelphia Insurance Company</td> <td>18058</td> </tr> <tr> <td>INSURER D : Lloyd's of London, A, XV</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table> | | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : Nationwide Mutual Ins., A+,XV | 23787 | INSURER B : Markel Insurance Co.,A,XIV | 38970 | INSURER C : Philadelphia Insurance Company | 18058 | INSURER D : Lloyd's of London, A, XV | | INSURER E : | | INSURER F : | |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | | | |
| INSURER A : Nationwide Mutual Ins., A+,XV | 23787 | | | | | | | | | | | | | | | | |
| INSURER B : Markel Insurance Co.,A,XIV | 38970 | | | | | | | | | | | | | | | | |
| INSURER C : Philadelphia Insurance Company | 18058 | | | | | | | | | | | | | | | | |
| INSURER D : Lloyd's of London, A, XV | | | | | | | | | | | | | | | | | |
| INSURER E : | | | | | | | | | | | | | | | | | |
| INSURER F : | | | | | | | | | | | | | | | | | |

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER: 1**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|---|----------|------------------|-------------------------|-------------------------|---|
| A | GENERAL LIABILITY | X | X | ACPGLO7816343219 | 09/27/2014 | 09/27/2015 | EACH OCCURRENCE \$ 1,000,000 |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC. | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 |
| C | AUTOMOBILE LIABILITY | | | PHPK1258986 | 11/12/2014 | 11/12/2015 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| | <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ | | | | | |
| | UMBRELLA LIAB EXCESS LIAB DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | MWC8022481-04 | 02/05/2015 | 02/05/2016 | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input type="checkbox"/> | N/A | | | | E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| D | Professional Liab | | | 476804 | 02/18/2015 | 02/18/2016 | Aggregate 2,000,000 Per Claim 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

County of Santa Barbara, its officers, officials, employees, agents and volunteers are named as additional insured. Waiver of Subrogation applies to General Liability, coverage is primary and non-contributory, where required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

SANT130

County of Santa Barbara
 Resource Recovery & Waste Mgmt
 Attn: Joddi Leipner
 130 E. Victoria St., Ste. 100
 Santa Barbara, CA 93101

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

COUNTY OF SANTA BARBARA RESOURCE RECOVERY & WASTE MGMT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

All terms and conditions of this policy apply unless modified by this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

**COUNTY OF SANTA BARBARA RESOURCE RECOVERY & WASTE
MGMT
130 E VICTORIA ST STE 100 SANTA BARBARA, CA 93101**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- 1. Your acts or omissions; or
- 2. The acts or omissions of those acting on your behalf; in the performance of your on-going operations for the additional insured(s) at the location(s) designated above.

No such person or organization is an additional insured for liability arising out of the "products-completed operations hazard".

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- 1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. The following is added to **SECTION III - LIMITS OF INSURANCE:**

The limits of insurance applicable to the additional insured are those specified in the written contract between you and the additional insured, or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.

D. With respect to the insurance provided to the person or organization shown in the Schedule of the Endorsement, **Condition 4. Other Insurance** is replaced by the following:

4. Other Insurance

If other valid and collectible insurance is available to the additional insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when it is excess as provided under part b., below. When this insurance is primary, we will not seek contribution from other insurance available to the person or organization shown in the Schedule of this endorsement.

b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability

When this insurance is excess, we will have no duty under Coverages A or B to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance available to the additional insured permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance available to the additional insured does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

All terms and conditions of this policy apply unless modified by this endorsement.