



# ORANGE COUNTY FIRE AUTHORITY

## AGENDA

Pursuant to the Brown Act, this meeting also constitutes a meeting of the Board of Directors.

### EXECUTIVE COMMITTEE REGULAR MEETING

Thursday, November 21, 2019  
5:30 P.M.

Regional Fire Operations and Training Center  
Board Room  
1 Fire Authority Road  
Irvine, CA 92602

This Agenda contains a brief general description of each item to be considered. Except as otherwise provided by law, no action or discussion shall be taken on any item not appearing on the following Agenda. Unless legally privileged, all supporting documents, including staff reports, and any writings or documents provided to a majority of the Executive Committee after the posting of this agenda are available for review at the Orange County Fire Authority Regional Fire Operations & Training Center, 1 Fire Authority Road, Irvine, CA 92602 or you may contact Sherry A.F. Wentz, Clerk of the Authority, at (714) 573-6040 Monday through Thursday, and every other Friday from 8 a.m. to 5 p.m. and available online at <http://www.ocfa.org>

If you wish to speak before the Fire Authority Executive Committee, please complete a Speaker Form identifying which item(s) you wish to address. Please return the completed form to the Clerk of the Authority prior to being heard before the Committee. Speaker Forms are available at the counters of both entryways of the Board Room.



In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, you should contact the Clerk of the Authority at (714) 573-6040.

### CALL TO ORDER

INVOCATION by Chaplain Matthew Si

PLEDGE OF ALLEGIANCE by Director Shawver

### ROLL CALL

### 1. PRESENTATIONS

No items.

## REPORTS

### REPORT FROM THE BUDGET AND FINANCE COMMITTEE CHAIR

## PUBLIC COMMENTS

Resolution No. 97-024 established rules of decorum for public meetings held by the Orange County Fire Authority. Resolution No. 97-024 is available from the Clerk of the Authority.

Any member of the public may address the Board on items within the Board's subject matter jurisdiction but which are not listed on this agenda during PUBLIC COMMENTS. However, no action may be taken on matters that are not part of the posted agenda. We request comments made on the agenda be made at the time the item is considered and that comments be limited to three minutes per person. Please address your comments to the Board as a whole, and do not engage in dialogue with individual Board Members, Authority staff, or members of the audience.

The Agenda and Minutes are now available through the Internet at [www.ocfa.org](http://www.ocfa.org). You can access upcoming agendas on the Monday before the meeting. The minutes are the official record of the meeting and are scheduled for approval at the next regular Board of Directors meeting.

## 2. MINUTES

### A. Minutes from the October 24, 2019, Regular Executive Committee Meeting

Submitted by: Sherry Wentz, Clerk of the Authority

Recommended Action:

Approve as submitted.

## 3. CONSENT CALENDAR

*All matters on the consent calendar are considered routine and are to be approved with one motion unless a Committee Member or a member of the public requests separate action on a specific item.*

### A. Monthly Investment Reports

Submitted by: Tricia Jakubiak, Treasurer

**Budget and Finance Committee Recommendation: *APPROVE***

Recommended Action:

Receive and file the reports.

### B. First Quarter Financial Newsletter

Submitted by: Robert Cortez, Assistant Chief/Business Services Department

**Budget and Finance Committee Recommendation: *APPROVE***

Recommended Action:

Receive and file the report.

**C. Sole Source Blanket Order Extension for “EZ-IO” Intraosseous (Bone Marrow) Infusion Systems**

Submitted by: Randy Black, Assistant Chief/Emergency Medical Services Department

Recommended Action:

Approve and authorize the Purchasing Manager to extend the sole source contract with Teleflex, Inc. for the purchase of EZ-IO systems and accessories for three additional one-year periods at the increased amount of \$150,000 annually (\$450,000 during the additional three-year term).

**D. Contract Amendment to Cooperative Contract for Information Technology Staff Augmentation Services**

Submitted by: Jim Ruane, Assistant Chief/Logistics Department

Recommended Action:

Approve and authorize the Purchasing Manager to amend the current Professional Services Agreement with Computer Aid, Inc. and increase the total contract amount by \$2,625,732 to a new total amount not to exceed \$3,883,144 for staff augmentation services, and to extend the existing two-year contract through March 3, 2022 for a new total contract term of approximately four-years.

**E. Contract Award for Archaeological and Environmental Services**

Submitted by: Lori Smith, Assistant Chief/Community Risk Reduction Department

Recommended Action:

Approve and authorize the Purchasing Manager to execute the proposed Professional Services Agreement with The Chambers Group, Inc. for archaeological and environmental services (on an as-needed basis) in an amount not to exceed \$1,852,450 for the three-year grant period through March 15, 2022.

**F. 2019 Legislative Report**

Submitted by: Robert Cortez, Assistant Chief/Business Services Department

Recommended Action:

Receive and file the report.

**END OF CONSENT CALENDAR**

**4. DISCUSSION CALENDAR**

No items.

**CLOSED SESSION**

No items.

**COMMITTEE MEMBER COMMENTS**

**ADJOURNMENT** – The next regular meeting of the Orange County Fire Authority Board of Directors is scheduled for Thursday, January 23, 2020, at 5:30 p.m.

**AFFIDAVIT OF POSTING**

I hereby certify under penalty of perjury under the laws of the State of California, that the foregoing Agenda was posted in the lobby, front gate public display case, and website of the Orange County Fire Authority, Regional Fire Operations and Training Center, 1 Fire Authority Road, Irvine, CA, not less than 72 hours prior to the meeting. Dated this 14<sup>th</sup> day of November 2019.

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Sherry A.F. Wentz, CMC  
Clerk of the Authority

**UPCOMING MEETINGS:**

All meetings go dark in December.

Budget and Finance Committee Meeting

Wednesday, January 8, 2020, 12 noon

Executive Committee Meeting

Thursday, January 23, 2020, 5:30 p.m.

Board of Directors Meeting

Thursday, January 23, 2020, 6:00 p.m.





# ORANGE COUNTY FIRE AUTHORITY

## SUPPLEMENTAL AGENDA

### EXECUTIVE COMMITTEE REGULAR MEETING

Thursday, November 21, 2019

6:00 P.M.

**Regional Fire Operations and Training Center**

**Board Room**

1 Fire Authority Road

Irvine, CA 92602

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In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, you should contact the Clerk of the Authority at (714) 573-6040.

The following item is added to the above stated agenda in the location noted below. This item is posted in conformance with the Brown Act and is to be considered as part of the regular agenda.

## REPORTS

### REPORT FROM THE HUMAN RESOURCES COMMITTEE CHAIR

### AFFIDAVIT OF POSTING

I hereby certify under penalty of perjury under the laws of the State of California, that the foregoing Agenda was posted in the lobby, front gate public display case, and website of the Orange County Fire Authority, Regional Fire Training and Operations Center, 1 Fire Authority Road, Irvine, CA, not less than 72 hours prior to the meeting. Dated this 19<sup>th</sup> day of November 2019.

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Sherry A.F. Wentz, CMC  
Clerk of the Authority

# **MINUTES ORANGE COUNTY FIRE AUTHORITY**

**Executive Committee Regular Meeting  
Thursday, October 24, 2019  
5:30 P.M.**

**Regional Fire Operations and Training Center  
Board Room  
1 Fire Authority Road  
Irvine, CA 92602**

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## **CALL TO ORDER**

Chair Muller called the regular meeting of the Orange County Fire Authority Executive Committee to order at 5:30 p.m. on October 24, 2019.

## **INVOCATION**

Chaplain Jim Gwaltney offered the invocation.

## **PLEDGE OF ALLEGIANCE**

Director Hatch led the assembly in the Pledge of Allegiance to our Flag.

## **ROLL CALL**

**Present:** Shelley Hasselbrink, Los Alamitos  
Noel Hatch, Laguna Woods  
Gene Hernandez, Yorba Linda  
Joe Muller, Dana Point  
Ed Sachs, Mission Viejo  
Dave Shawver, Stanton  
Tri Ta, Westminster

**Absent:** Lisa Bartlett, County of Orange  
Don Sedgwick, Laguna Hills

## **Also present were:**

Fire Chief Brian Fennessy	Deputy Chief Lori Zeller
Assistant Chief Randy Black	Assistant Chief Robert Cortez
Assistant Chief Jim Ruane	Assistant Chief Lori Smith
General Counsel David Kendig	Assistant Chief Nina Collin
Clerk of the Authority Sherry Wentz	Director of Communications Colleen Windsor

## **1. PRESENTATIONS**

No items.

## **REPORTS**

### **REPORT FROM THE BUDGET AND FINANCE COMMITTEE CHAIR (F: 12.02A6)**

Budget and Finance Committee Chair Hasselbrink reported at the October 9, 2019, meeting, the Committee voted unanimously to send: the Monthly Investment Reports, Citygate Service Level Assessment Update and Adjustment to Purchase Orders to the Executive Committee for its approval, and to send the 2018 Urban Areas Security Initiative Grant Program Agreement to Transfer Property or Funds, Acceptance of FY 2016 Program to Prepare Communities for Complex Coordinated Terrorist Attacks, and 2018 Assistance to Firefighters Grant Program Acceptance of Funds to the Board of Directors for approval of the recommended actions.

### **PUBLIC COMMENTS (F: 12.02A3)**

Chair Muller opened the Public Comments portion of the meeting. Chair Muller closed the Public Comments portion of the meeting without any comments from the general public.

## **2. MINUTES**

### **A. Minutes from the September 26, 2019, Regular Executive Committee Meeting (F: 12.02A2)**

On motion of Director Shawver and second by Director Hernandez, the Executive Committee voted unanimously by those present to approve the minutes as submitted. Director Sachs was recorded as an abstention, due to his absence from the September 26, 2019, meeting.

## **3. CONSENT CALENDAR**

### **A. Monthly Investment Reports (F: 11.10D2)**

On motion of Director Ta and second by Director Hatch, the Executive Committee voted unanimously by those present to receive and file the reports.

### **B. Citygate Service Level Assessment Update and Adjustment to Purchase Orders (F: 17.16)**

On motion of Director Ta and second by Director Hatch, the Executive Committee voted unanimously by those present to:

1. Receive and file the Service Level Assessments update for the period covering June through August 2019.
2. Approve and authorize the Purchasing Manager to reallocate funding from the Purchase Orders issued for the Executive Leadership Team and Fleet Services into the Field Deployment Service with the total contract amount remaining unchanged (\$700,725).

**C. Special Procurement Contract for Ground Tree Surveys for Invasive Tree Pests**  
(F: 18.08B8)

On motion of Director Ta and second by Director Hatch, the Executive Committee voted unanimously by those present to approve and authorize the Purchasing Manager to execute the proposed service agreement with The Regents of the University of California/Division of Agriculture and Natural Resources for ground survey monitoring services and to provide additional advisory services related to the grant project in an amount not to exceed \$85,729.

**D. Blanket Order Contract Extension for Communications Equipment Installation Services** (F: 19.09D9)

On motion of Director Ta and second by Director Hatch, the Executive Committee voted unanimously by those present to approve Amendment Number One to the Professional Services Agreement with 911 Vehicle to extend the contract for up to three months through January 31, 2020.

**E. Award of Invitation for Bid #JA2391 Purchase of One Dozer Transport Trailer**  
(F: 19.09A)

On motion of Director Ta and second by Director Hatch, the Executive Committee voted unanimously by those present to approve and authorize the Purchasing Manager to issue a purchase order to Cozad Trailer Sales, LLC, for the purchase of one dozer transport trailer in a total amount of \$168,507.

**F. Purchase of an Air Utility Support Vehicle** (F: 19.09A)

On motion of Director Ta and second by Director Hatch, the Executive Committee voted unanimously by those present to approve and authorize the Purchasing Manager to issue a purchase order to Rosenbauer South Dakota, LLC, for the purchase of one air utility support vehicle in an amount not to exceed \$611,628.

**END OF CONSENT CALENDAR**

**4. DISCUSSION CALENDAR**

No items.

**CLOSED SESSION**

No items.

**COMMITTEE MEMBER COMMENTS (F: 12.02A4)**

The Committee Members offered no comments.

**ADJOURNMENT** – Chair Muller adjourned the meeting at 5:33 p.m. The next regular meeting of the Executive Committee is scheduled for Thursday, November 21, 2019, at 5:30 p.m.

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Sherry A.F. Wentz, CMC  
Clerk of the Authority



Orange County Fire Authority  
**AGENDA STAFF REPORT**

Executive Committee Meeting  
November 21, 2019

Agenda Item No. 3A  
Consent Calendar

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**Monthly Investment Reports**

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**Contact(s) for Further Information**

Tricia Jakubiak, Treasurer Treasury & Financial Planning	<a href="mailto:triciajakubiak@ocfa.org">triciajakubiak@ocfa.org</a>	714.573.6301
Jane Wong, Assistant Treasurer	<a href="mailto:jane Wong@ocfa.org">jane Wong@ocfa.org</a>	714.573.6305

**Summary**

This agenda item is a routine transmittal of the monthly investment reports submitted to the Committee in compliance with the investment policy of the Orange County Fire Authority and with Government Code Section 53646.

**Prior Board/Committee Action**

**Budget and Finance Committee Recommendation: *APPROVE***

At its regular November 13, 2019, meeting, the Budget and Finance Committee reviewed and unanimously recommended approval of this item.

**RECOMMENDED ACTION(S)**

Receive and file the reports.

**Impact to Cities/County**

Not Applicable.

**Fiscal Impact**

Not Applicable.

**Background**

Attached is the final monthly investment report for the month ended September 30, 2019. A preliminary investment report as of October 25, 2019, is also provided as the most complete report that was available at the time this agenda item was prepared.

**Attachment(s)**

Final Investment Report – September 2019/Preliminary Report – October 2019

# *Orange County Fire Authority Monthly Investment Report*



*Final Report – September 2019*

*Preliminary Report – October 2019*



## ***Monthly Investment Report Table of Contents***

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***Orange County Fire Authority***

***Final Investment Report***

***September 30, 2019***



## **EXECUTIVE SUMMARY**

### ***Portfolio Activity & Earnings***

During the month of September 2019, the size of the portfolio decreased by \$4.2 million to \$142.5 million. Significant receipts for the month included quarterly and monthly cash contract payments, two apportionments of property taxes, intergovernmental agency contract and grant payments and charges for current services totaling \$25 million. Significant disbursements for the month included primarily two biweekly payrolls which were approximately \$12.5 million each with related benefits. Total September cash outflows amounted to approximately \$30.3 million. The portfolio's balance is expected to continue declining in the following month as there are no major receipts scheduled for October.

In September, the portfolio's yield to maturity (365-day equivalent) dropped by 9 basis points to 2.17%. The effective rate of return, on the other hand, rose by 3 basis points to 2.28% and 2.29% for the month and the fiscal year to date, respectively. The average maturity of the portfolio shortened slightly further by 3 days to 24 days to maturity.

### ***Economic News***

In September 2019, U.S. economic growth remained relatively stable, although there were signs of economic downshift due to a continuing global economic slowdown and the ongoing trade negotiations with China. Employment conditions remained solid, however, despite a slightly weaker than expected employment report. The economy added 136,000 new jobs in September. Additionally, the unemployment rate dropped further by 2 basis points to 3.5%, a 50-year record low. Consumer confidence measures were mixed, but continued remaining at relatively high levels. Retail sales dropped in September while an increase had been expected. The Manufacturing ISM (Institute for Supply Management) Index continued to show contraction in manufacturing activity while the Non-manufacturing ISM Index reflected a slower expansion pace. The CPI (Consumer Price Index) was unchanged in September and inflation remained low. Both industrial production and durable goods orders declined, and home sales activity also pulled back. On October 30, 2019, the Federal Open Market Committee met and, as widely expected, voted to lower the federal funds rate by another quarter percentage point to a range of 1.50% - 1.75%.



### BENCHMARK COMPARISON AS OF SEPTEMBER 30, 2019

3 Month T-Bill: 1.93%

1 Year T-Bill: 1.80%

6 Month T-Bill: 1.89%

LAIF: 2.28%

OCFA Portfolio: 2.28%

### PORTFOLIO SIZE, YIELD, & DURATION

	<u>Current Month</u>	<u>Prior Month</u>	<u>Prior Year</u>
Book Value-	\$142,461,470	\$146,709,174	\$140,072,367
Yield to Maturity (365 day)	2.17%	2.26%	1.85%
Effective Rate of Return	2.28%	2.25%	1.88%
Days to Maturity	24	27	48



**ORANGE COUNTY FIRE AUTHORITY**  
**Portfolio Management**  
**Portfolio Summary**  
**September 30, 2019**

Orange County Fire Authority  
1 Fire Authority Road  
Irvine, Irvine, CA 92602  
(714)573-6301

(See Note 1 on page 9)

(See Note 2 on page 9)

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Call/ Maturity	YTM/Call 360 Equiv.	YTM/C 365 Equiv.
Money Mkt Mutual Funds/Cash	9,808,622.33	9,808,622.33	9,808,622.33	6.97	1	1	1.460	1.480
Federal Agency Coupon Securities	18,000,000.00	18,000,990.00	18,000,000.00	12.80	912	21	1.991	2.019
Federal Agency Disc. -Amortizing	18,000,000.00	17,965,800.00	17,956,397.50	12.77	202	36	2.442	2.476
Treasury Discounts -Amortizing	30,000,000.00	29,884,900.00	29,876,363.20	21.24	148	77	2.032	2.060
Local Agency Investment Funds	65,000,000.00	65,106,783.11	65,000,000.00	46.22	1	1	2.249	2.280
<b>Investments</b>	<b>140,808,622.33</b>	<b>140,767,095.44</b>	<b>140,641,383.03</b>	<b>100.00%</b>	<b>174</b>	<b>24</b>	<b>2.139</b>	<b>2.169</b>

**Cash**

Passbook/Checking (not included in yield calculations)	1,678,271.63	1,678,271.63	1,678,271.63		1	1	0.000	0.000
<b>Total Cash and Investments</b>	<b>142,486,893.96</b>	<b>142,445,367.07</b>	<b>142,319,654.66</b>		<b>174</b>	<b>24</b>	<b>2.139</b>	<b>2.169</b>

Total Earnings	September 30 Month Ending	Fiscal Year To Date
Current Year	261,420.52	891,153.04
<b>Average Daily Balance</b>	<b>139,223,720.32</b>	<b>154,407,139.07</b>
<b>Effective Rate of Return</b>	<b>2.28%</b>	<b>2.29%</b>

"I certify that this investment report accurately reflects all pooled investments and is in compliance with the investment policy adopted by the Board of Directors to be effective on January 1, 2019. A copy of this policy is available from the Clerk of the Authority. Sufficient investment liquidity and anticipated revenues are available to meet budgeted expenditure requirements for the next thirty days and the next six months."

Patricia Jakubiak, Treasurer

**Cash and Investments with GASB 31 Adjustment:**

Book Value of Cash & Investments before GASB 31 (Above)

\$ 142,319,654.66

GASB 31 Adjustment to Books (See Note 3 on page 9)

\$ 141,814.96

Total

\$ 142,461,469.62



**ORANGE COUNTY FIRE AUTHORITY**  
**Portfolio Management**  
**Portfolio Details - Investments**  
**September 30, 2019**

(See Note 1 on page 9)

(See Note 2 on page 9)

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Call/ Maturity	Maturity Date
<b>Money Mkt Mutual Funds/Cash</b>											
SYS528	528	Federated Treasury Obligations			9,808,622.33	9,808,622.33	9,808,622.33	1.480	1.480	1	
<b>Subtotal and Average</b>			<b>9,178,940.69</b>		<b>9,808,622.33</b>	<b>9,808,622.33</b>	<b>9,808,622.33</b>		<b>1.480</b>	<b>1</b>	
<b>Federal Agency Coupon Securities</b>											
3134GBHT2	922	Fed Home Loan Mtg Corp		04/25/2017	9,000,000.00	8,998,380.00	9,000,000.00	1.625	1.518	24	10/25/2019
3134GTJX20	976	Fed Home Loan Mtg Corp (Callable 10-18-19)		04/22/2019	9,000,000.00	9,002,610.00	9,000,000.00	2.520	2.520	17	10/18/2021
<b>Subtotal and Average</b>			<b>18,000,000.00</b>		<b>18,000,000.00</b>	<b>18,000,990.00</b>	<b>18,000,000.00</b>		<b>2.019</b>	<b>21</b>	
<b>Federal Agency Disc. -Amortizing</b>											
313312QH6	977	Federal Farm Credit Bank		04/18/2019	9,000,000.00	8,967,240.00	8,958,175.00	2.390	2.489	70	12/10/2019
313384MN6	975	Fed Home Loan Bank		04/18/2019	9,000,000.00	8,998,560.00	8,998,222.50	2.370	2.464	3	10/04/2019
<b>Subtotal and Average</b>			<b>23,635,765.25</b>		<b>18,000,000.00</b>	<b>17,965,800.00</b>	<b>17,956,397.50</b>		<b>2.476</b>	<b>36</b>	
<b>Treasury Discounts -Amortizing</b>											
912796SS9	978	US Treasury Bill		06/03/2019	10,000,000.00	9,978,200.00	9,972,988.89	2.210	2.263	44	11/14/2019
912796SU4	979	US Treasury Bill		06/27/2019	5,000,000.00	4,985,150.00	4,983,447.22	2.020	2.066	59	11/29/2019
912796SU4	980	US Treasury Bill		07/18/2019	5,000,000.00	4,985,150.00	4,983,815.97	1.975	2.045	59	11/29/2019
912796TA7	981	US Treasury Bill		09/17/2019	5,000,000.00	4,975,000.00	4,974,027.78	1.870	1.934	100	01/09/2020
912796TH2	982	US Treasury Bill		09/30/2019	5,000,000.00	4,961,400.00	4,962,083.34	1.750	1.788	156	03/05/2020
<b>Subtotal and Average</b>			<b>23,609,014.38</b>		<b>30,000,000.00</b>	<b>29,884,900.00</b>	<b>29,876,363.20</b>		<b>2.060</b>	<b>77</b>	
<b>Local Agency Investment Funds</b>											
SYS336	336	Local Agency Invstmt Fund			65,000,000.00	65,106,783.11	65,000,000.00	2.280	2.280	1	
<b>Subtotal and Average</b>			<b>64,800,000.00</b>		<b>65,000,000.00</b>	<b>65,106,783.11</b>	<b>65,000,000.00</b>		<b>2.280</b>	<b>1</b>	
<b>Total and Average</b>			<b>139,223,720.32</b>		<b>140,808,622.33</b>	<b>140,767,095.44</b>	<b>140,641,383.03</b>		<b>2.169</b>	<b>24</b>	

**ORANGE COUNTY FIRE AUTHORITY**  
**Portfolio Management**  
**Portfolio Details - Cash**  
**September 30, 2019**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Maturity
<b>Money Mkt Mutual Funds/Cash</b>										
SYS10033	10033	Revolving Fund		07/01/2019	20,000.00	20,000.00	20,000.00		0.000	1
SYS4	4	Union Bank		07/01/2019	1,658,271.63	1,658,271.63	1,658,271.63		0.000	1
		<b>Average Balance</b>	<b>0.00</b>							<b>1</b>
		<b>Total Cash and Investments</b>	<b>139,223,720.32</b>		<b>142,486,893.96</b>	<b>142,445,367.07</b>	<b>142,319,654.66</b>		<b>2.169</b>	<b>24</b>

Orange County Fire Authority

In service of others!



**ORANGE COUNTY FIRE AUTHORITY**  
**Aging Report**  
**By Maturity Date**  
**As of October 1, 2019**

Orange County Fire Authority  
 1 Fire Authority Road  
 Irvine, CA 92602  
 (714)573-6301

					Maturity Par Value	Percent of Portfolio	Current Book Value	Current Market Value
Aging Interval: 0 days	( 10/01/2019 - 10/01/2019 )	4 Maturities	0 Payments		76,486,893.96	53.74%	76,486,893.96	76,593,677.07
Aging Interval: 1 - 30 days	( 10/02/2019 - 10/31/2019 )	2 Maturities	0 Payments		18,000,000.00	12.65%	17,998,222.50	17,996,940.00
Aging Interval: 31 - 60 days	( 11/01/2019 - 11/30/2019 )	3 Maturities	0 Payments		20,000,000.00	14.01%	19,940,252.08	19,948,500.00
Aging Interval: 61 - 91 days	( 12/01/2019 - 12/31/2019 )	1 Maturities	0 Payments		9,000,000.00	6.29%	8,958,175.00	8,967,240.00
Aging Interval: 92 - 121 days	( 01/01/2020 - 01/30/2020 )	1 Maturities	0 Payments		5,000,000.00	3.49%	4,974,027.78	4,975,000.00
Aging Interval: 122 - 152 days	( 01/31/2020 - 03/01/2020 )	0 Maturities	0 Payments		0.00	0.00%	0.00	0.00
Aging Interval: 153 - 183 days	( 03/02/2020 - 04/01/2020 )	1 Maturities	0 Payments		5,000,000.00	3.49%	4,962,083.34	4,961,400.00
Aging Interval: 184 - 274 days	( 04/02/2020 - 07/01/2020 )	0 Maturities	0 Payments		0.00	0.00%	0.00	0.00
Aging Interval: 275 - 365 days	( 07/02/2020 - 09/30/2020 )	0 Maturities	0 Payments		0.00	0.00%	0.00	0.00
Aging Interval: 366 - 1095 days	( 10/01/2020 - 09/30/2022 )	1 Maturities	0 Payments		9,000,000.00	6.32%	9,000,000.00	9,002,610.00
Aging Interval: 1096 days and after	( 10/01/2022 - )	0 Maturities	0 Payments		0.00	0.00%	0.00	0.00
Total for		13 Investments	0 Payments			100.00	142,319,654.66	142,445,367.07





**NOTES TO PORTFOLIO MANAGEMENT REPORT**

- Note 1: Market value of the LAIF investment is calculated using a fair value factor provided by LAIF. The MUFG Union Bank (formerly Union Bank) Trust Department provides market values of the remaining investments.
- Note 2: Book value reflects the cost or amortized cost before the GASB 31 accounting adjustment.
- Note 3: GASB 31 requires governmental entities to report investments at fair value in the financial statements and to reflect the corresponding unrealized gains/ (losses) as a component of investment income. The GASB 31 adjustment is recorded only at fiscal year end. The adjustment for June 30, 2019 includes an increase of \$111,266 to the LAIF investment and an increase of \$30,549 to the remaining investments.
- Note 4: The Federated Treasury Obligations money market mutual fund functions as the Authority's sweep account. Funds are transferred to and from the sweep account to/from OCFA's checking account in order to maintain a target balance of \$1,000,000 in checking. Since this transfer occurs at the beginning of each banking day, the checking account sometimes reflects a negative balance at the close of the banking day. The negative closing balance is not considered an overdraft since funds are available in the money market mutual fund. The purpose of the sweep arrangement is to provide sufficient liquidity to cover outstanding checks, yet allow that liquidity to be invested while payment of the outstanding checks is pending.



## ***Local Agency Investment Fund (LAIF)***

As of September 30, 2019, OCFA has \$65,000,000 invested in LAIF. The fair value of OCFA's LAIF investment is calculated using a participant fair value factor provided by LAIF on a quarterly basis. The fair value factor as of September 30, 2019 is 1.001642817. When applied to OCFA's LAIF investment, the fair value is \$65,106,783 or \$106,783 above cost. Although the fair value of the LAIF investment is higher than cost, OCFA can withdraw the actual amount invested at any time.

LAIF is included in the State Treasurer's Pooled Money Investment Account (PMIA) for investment purposes. The PMIA market valuation at September 30, 2019 is included on the following page.



# State of California Pooled Money Investment Account Market Valuation 9/30/2019

Carrying Cost Plus				
Description	Accrued Interest Purch.	Amortized Cost	Fair Value	Accrued Interest
1* United States Treasury:				
Bills	\$ 19,962,799,548.19	\$ 20,149,631,218.46	\$ 20,170,090,000.00	NA
Notes	\$ 29,230,407,269.94	\$ 29,224,407,968.98	\$ 29,342,840,500.00	\$ 124,119,915.50
1* Federal Agency:				
SBA	\$ 620,381,235.24	\$ 620,381,235.24	\$ 617,521,687.16	\$ 1,426,589.91
MBS-REMICs	\$ 20,423,873.00	\$ 20,423,873.00	\$ 21,069,725.56	\$ 95,454.83
Debentures	\$ 2,293,822,254.52	\$ 2,293,719,546.19	\$ 2,306,791,550.00	\$ 9,880,630.25
Debentures FR	\$ -	\$ -	\$ -	\$ -
Debentures CL	\$ 450,000,000.00	\$ 450,000,000.00	\$ 450,819,500.00	\$ 1,309,916.50
Discount Notes	\$ 13,081,447,402.81	\$ 13,155,472,340.33	\$ 13,157,427,000.00	NA
1* Supranational Debentures	\$ 539,155,502.87	\$ 539,155,502.87	\$ 543,537,100.00	\$ 2,598,084.50
1* Supranational Debentures FR	\$ 200,220,716.29	\$ 200,220,716.29	\$ 200,322,832.09	\$ 789,345.53
2* CDs and YCDs FR	\$ 400,000,000.00	\$ 400,000,000.00	\$ 400,000,000.00	\$ 965,740.06
2* Bank Notes	\$ 650,000,000.00	\$ 650,000,000.00	\$ 649,844,510.98	\$ 4,031,486.11
2* CDs and YCDs	\$ 16,975,000,000.00	\$ 16,975,000,000.00	\$ 16,978,243,253.92	\$ 122,495,097.25
2* Commercial Paper	\$ 7,386,012,069.47	\$ 7,418,124,113.81	\$ 7,418,575,176.70	NA
1* Corporate:				
Bonds FR	\$ -	\$ -	\$ -	\$ -
Bonds	\$ -	\$ -	\$ -	\$ -
1* Repurchase Agreements	\$ -	\$ -	\$ -	\$ -
1* Reverse Repurchase	\$ -	\$ -	\$ -	\$ -
Time Deposits	\$ 4,833,740,000.00	\$ 4,833,740,000.00	\$ 4,833,740,000.00	NA
AB 55 & GF Loans	\$ 795,980,000.00	\$ 795,980,000.00	\$ 795,980,000.00	NA
TOTAL	\$ 97,439,389,872.33	\$ 97,726,256,515.17	\$ 97,886,802,836.41	\$ 267,712,260.44

Fair Value Including Accrued Interest

\$ 98,154,515,096.85

\* Governmental Accounting Standards Board (GASB) Statement #72

Repurchase Agreements, Time Deposits, AB 55 & General Fund loans, and Reverse Repurchase agreements are carried at portfolio book value (carrying cost).

The value of each participating dollar equals the fair value divided by the amortized cost (1.001642817).  
As an example: if an agency has an account balance of \$20,000,000.00, then the agency would report its participation in the LAIF valued at \$20,032,856.33 or \$20,000,000.00 x 1.001642817.



***Orange County Fire Authority***

***Preliminary Investment Report***

***October 25, 2019***





**ORANGE COUNTY FIRE AUTHORITY**  
**Portfolio Management**  
**Portfolio Summary**  
**October 25, 2019**

Orange County Fire Authority  
1 Fire Authority Road  
Irvine, Irvine, CA 92602  
(714)573-6301

(See Note 1 on page 18)

(See Note 2 on page 18)

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Call/ Maturity	YTM/Call 360 Equiv.	YTM/C 365 Equiv.
Money Mkt Mutual Funds/Cash	11,283,398.05	11,283,398.05	11,283,398.05	9.55	1	1	1.460	1.480
Federal Agency Disc. -Amortizing	15,000,000.00	14,961,570.00	14,951,199.17	12.65	182	57	2.178	2.208
Treasury Discounts -Amortizing	30,000,000.00	29,931,700.00	29,918,151.39	25.32	148	52	2.032	2.060
Local Agency Investment Funds	62,000,000.00	62,101,854.65	62,000,000.00	52.47	1	1	2.249	2.280
<b>Investments</b>	<b>118,283,398.05</b>	<b>118,278,522.70</b>	<b>118,152,748.61</b>	<b>100.00%</b>	<b>61</b>	<b>21</b>	<b>2.110</b>	<b>2.139</b>
<b>Cash</b>								
Passbook/Checking (not included in yield calculations)	578,741.61	578,741.61	578,741.61		1	1	0.000	0.000
<b>Total Cash and Investments</b>	<b>118,862,139.66</b>	<b>118,857,264.31</b>	<b>118,731,490.22</b>		<b>61</b>	<b>21</b>	<b>2.110</b>	<b>2.139</b>

Total Earnings	October 25 Month Ending	Fiscal Year To Date
Current Year	191,574.73	1,082,727.77
<b>Average Daily Balance</b>	<b>130,994,935.64</b>	<b>149,404,531.50</b>
<b>Effective Rate of Return</b>	<b>2.14%</b>	<b>2.26%</b>

"I certify that this investment report accurately reflects all pooled investments and is in compliance with the investment policy adopted by the Board of Directors to be effective on January 1, 2019. A copy of this policy is available from the Clerk of the Authority. Sufficient investment liquidity and anticipated revenues are available to meet budgeted expenditure requirements for the next thirty days and the next six months."

Patricia Jakubiak, Treasurer

11/1/19

**Cash and Investments with GASB 31 Adjustment:**

Book Value of Cash & Investments before GASB 31 (Above)

\$ 118,731,490.22

GASB 31 Adjustment to Books (See Note 3 on page 18)

\$ 141,814.96

Total

\$ 118,873,305.18

**ORANGE COUNTY FIRE AUTHORITY**  
**Portfolio Management**  
**Portfolio Details - Investments**  
**October 25, 2019**

(See Note 1 on page 18) (See Note 2 on page 18)

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Call/ Maturity	Maturity Date
<b>Money Mkt Mutual Funds/Cash</b>											
SYS528	528	Federated Treasury Obligations			11,283,398.05	11,283,398.05	11,283,398.05	1.480	1.480	1	
<b>Subtotal and Average</b>			<b>6,123,545.69</b>		<b>11,283,398.05</b>	<b>11,283,398.05</b>	<b>11,283,398.05</b>		<b>1.480</b>	<b>1</b>	
<b>Federal Agency Coupon Securities</b>											
<b>Subtotal and Average</b>			<b>14,760,000.00</b>								
<b>Federal Agency Disc. -Amortizing</b>											
313312QH6	977	Federal Farm Credit Bank		04/18/2019	9,000,000.00	8,981,910.00	8,973,112.50	2.390	2.489	45	12/10/2019
313396RQ8	983	Freddie Mac		10/02/2019	6,000,000.00	5,979,660.00	5,978,086.67	1.730	1.787	76	01/10/2020
<b>Subtotal and Average</b>			<b>15,781,651.40</b>		<b>15,000,000.00</b>	<b>14,961,570.00</b>	<b>14,951,199.17</b>		<b>2.208</b>	<b>57</b>	
<b>Treasury Discounts -Amortizing</b>											
912796SS9	978	US Treasury Bill		06/03/2019	10,000,000.00	9,992,100.00	9,988,336.11	2.210	2.263	19	11/14/2019
912796SU4	979	US Treasury Bill		06/27/2019	5,000,000.00	4,992,500.00	4,990,461.11	2.020	2.066	34	11/29/2019
912796SU4	980	US Treasury Bill		07/18/2019	5,000,000.00	4,992,500.00	4,990,673.61	1.975	2.045	34	11/29/2019
912796TA7	981	US Treasury Bill		09/17/2019	5,000,000.00	4,983,500.00	4,980,520.84	1.870	1.934	75	01/09/2020
912796TH2	982	US Treasury Bill		09/30/2019	5,000,000.00	4,971,100.00	4,968,159.72	1.750	1.788	131	03/05/2020
<b>Subtotal and Average</b>			<b>29,898,093.06</b>		<b>30,000,000.00</b>	<b>29,931,700.00</b>	<b>29,918,151.39</b>		<b>2.060</b>	<b>52</b>	
<b>Local Agency Investment Funds</b>											
SYS336	336	Local Agency Invstmt Fund			62,000,000.00	62,101,854.65	62,000,000.00	2.280	2.280	1	
<b>Subtotal and Average</b>			<b>64,431,645.48</b>		<b>62,000,000.00</b>	<b>62,101,854.65</b>	<b>62,000,000.00</b>		<b>2.280</b>	<b>1</b>	
<b>Total and Average</b>			<b>130,994,935.64</b>		<b>118,283,398.05</b>	<b>118,278,522.70</b>	<b>118,152,748.61</b>		<b>2.139</b>	<b>21</b>	

**ORANGE COUNTY FIRE AUTHORITY**  
**Portfolio Management**  
**Portfolio Details - Cash**  
**October 25, 2019**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Maturity
<b>Money Mkt Mutual Funds/Cash</b>										
SYS10033	10033	Revolving Fund		07/01/2019	20,000.00	20,000.00	20,000.00		0.000	1
SYS4	4	Union Bank		07/01/2019	558,741.61	558,741.61	558,741.61		0.000	1
		<b>Average Balance</b>	<b>0.00</b>							<b>1</b>
<b>Total Cash and Investments</b>			<b>130,994,935.64</b>		<b>118,862,139.66</b>	<b>118,857,264.31</b>	<b>118,731,490.22</b>		<b>2.139</b>	<b>21</b>

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**ORANGE COUNTY FIRE AUTHORITY**  
**Aging Report**  
**By Maturity Date**  
**As of October 26, 2019**

Orange County Fire Authority  
 1 Fire Authority Road  
 Irvine, Irvine, CA 92602  
 (714)573-6301

					Maturity Par Value	Percent of Portfolio	Current Book Value	Current Market Value
Aging Interval:	0 days	( 10/26/2019 - 10/26/2019 )	4 Maturities	0 Payments	73,862,139.66	62.21%	73,862,139.66	73,963,994.31
Aging Interval:	1 - 30 days	( 10/27/2019 - 11/25/2019 )	1 Maturities	0 Payments	10,000,000.00	8.41%	9,988,336.11	9,992,100.00
Aging Interval:	31 - 60 days	( 11/26/2019 - 12/25/2019 )	3 Maturities	0 Payments	19,000,000.00	15.96%	18,954,247.22	18,966,910.00
Aging Interval:	61 - 91 days	( 12/26/2019 - 01/25/2020 )	2 Maturities	0 Payments	11,000,000.00	9.23%	10,958,607.51	10,963,160.00
Aging Interval:	92 - 121 days	( 01/26/2020 - 02/24/2020 )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	122 - 152 days	( 02/25/2020 - 03/26/2020 )	1 Maturities	0 Payments	5,000,000.00	4.18%	4,968,159.72	4,971,100.00
Aging Interval:	153 days and after	( 03/27/2020 - )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Total for			11 Investments	0 Payments		100.00	118,731,490.22	118,857,264.31



**NOTES TO PORTFOLIO MANAGEMENT REPORT**

- Note 1: Market value of the LAIF investment is calculated using a fair value factor provided by LAIF. The MUFG Union Bank Trust Department provides market values of the remaining investments.
- Note 2: Book value reflects the cost or amortized cost before the GASB 31 accounting adjustment.
- Note 3: GASB 31 requires governmental entities to report investments at fair value in the financial statements and to reflect the corresponding unrealized gains/ (losses) as a component of investment income. The GASB 31 adjustment is recorded only at fiscal year end. The adjustment for June 30, 2019 includes an increase of \$111,266 to the LAIF investment and an increase of \$30,549 to the remaining investments.
- Note 4: The Federated Treasury Obligations money market mutual fund functions as the Authority's sweep account. Funds are transferred to and from the sweep account to/from OCFA's checking account in order to maintain a target balance of \$1,000,000 in checking. Since this transfer occurs at the beginning of each banking day, the checking account sometimes reflects a negative balance at the close of the banking day. The negative closing balance is not considered an overdraft since funds are available in the money market mutual fund. The purpose of the sweep arrangement is to provide sufficient liquidity to cover outstanding checks, yet allow that liquidity to be invested while payment of the outstanding checks is pending.

## GLOSSARY

### INVESTMENT TERMS

**Basis Point.** Measure used in quoting yields on bonds and notes. One basis point is .01% of yield.

**Book Value.** This value may be the original cost of acquisition of the security, or original cost adjusted by the amortization of a premium or accretion of a discount. The book value may differ significantly from the security's current value in the market.

**Commercial Paper.** Unsecured short-term promissory notes issued by corporations, with maturities ranging from 2 to 270 days; may be sold on a discount basis or may bear interest.

**Coupon Rate.** Interest rate, expressed as a percentage of par or face value, that issuer promises to pay over lifetime of debt security.

**Discount.** The amount by which a bond sells under its par (face) value.

**Discount Securities.** Securities that do not pay periodic interest. Investors earn the difference between the discount issue price and the full face value paid at maturity. Treasury bills, bankers' acceptances and most commercial paper are issued at a discount.

**Effective Rate of Return.** Rate of return on a security, based on its purchase price, coupon rate, maturity date, and the period between interest payments.

**Federal Agency Securities.** Securities issued by agencies such as the Federal National Mortgage Association and the Federal Farm Credit Bank. Though not general obligations of the US Treasury, such securities are sponsored by the government and therefore have high credit ratings. Some are issued on a discount basis and some are issued with coupons.

**Federal Funds.** Funds placed in Federal Reserve banks by depository institutions in excess of current reserve requirements. These depository institutions may lend fed funds to each other overnight or on a longer basis. They may also transfer funds among each other on a same-day basis through the Federal Reserve banking system. Fed Funds are considered to be immediately available funds.

**Fed Funds Rate.** The interest rate charged by one institution lending federal funds to another.

**Federal Open Market Committee.** The branch of the Federal Reserve Board that determines the direction of monetary policy.

**Local Agency Investment Fund (LAIF).** A California State Treasury fund which local agencies may use to deposit funds for investment and for reinvestment with a maximum of \$50 million for any agency (*excluding bond funds, which have no maximum*). It offers high liquidity because



deposits can be converted to cash in 24 hours and no interest is lost. Interest is paid quarterly and the State's administrative fee cannot to exceed 1/4 of a percent of the earnings.

**Market value.** The price at which the security is trading and could presumably be purchased or sold.

**Maturity Date.** The specified day on which the issuer of a debt security is obligated to repay the principal amount or face value of security.

**Money Market Mutual Fund.** Mutual funds that invest solely in money market instruments (short-term debt instruments, such as Treasury bills, commercial paper, bankers' acceptances, repurchase agreements and federal funds).

**Par.** Face value or principal value of a bond typically \$1,000 per bond.

**Rate of Return.** The amount of income received from an investment, expressed as a percentage. A *market rate of return* is the yield that an investor can expect to receive in the current interest-rate environment utilizing a buy-and-hold to maturity investment strategy.

**Treasury Bills.** Short-term U.S. government non-interest bearing debt securities with maturities of no longer than one year. The yields on these bills are monitored closely in the money markets for signs of interest rate trends.

**Treasury Notes.** Intermediate U.S. government debt securities with maturities of one to 10 years.

**Treasury bonds.** Long-term U.S. government debt securities with maturities of 10 years or longer.

**Yield.** Rate of return on a bond.

**Yield-to-maturity.** Rate of return on a bond taking into account the total annual interest payments, the purchase price, the redemption value and the amount of time remaining until maturity.

### ECONOMIC TERMS

**Conference Board Consumer Confidence Index** A survey that measures how optimistic or pessimistic consumers are with respect to the economy in the near future.

**Consumer Price Index (CPI).** A measure that examines the weighted average of prices of a basket of consumer goods and services, such as transportation, food and medical care. Changes in CPI are used to assess price changes associated with the cost of living.

**Durable Goods Orders.** An economic indicator released monthly that reflects new orders placed with domestic manufacturers for delivery of factory durable goods such as autos and appliances in the near term or future.

**Gross Domestic Product.** The monetary value of all the finished goods and services produced within a country's borders in a specific time period. It includes all of private and public consumption, government outlays, investments and exports less imports that occur within a defined territory.

**Industrial Production.** An economic indicator that is released monthly by the Federal Reserve Board. The indicator measures the amount of output from the manufacturing, mining, electric and gas industries.

**ISM Institute for Supply Management (ISM) Manufacturing Index.** A monthly index that monitors employment, production inventories, new orders and supplier deliveries.

**ISM Non-manufacturing Index.** An index based on surveys of non-manufacturing firms' purchasing and supply executives. It tracks economic data for the service sector.

**Leading Economic Index.** A monthly index used to predict the direction of the economy's movements in the months to come. The index is made up of 10 economic components, whose changes tend to precede changes in the overall economy.

**National Federation of Independent Business Small Business Optimism Index.** An index based on surveys of small business owners' plans and expectations regarding employment, capital, inventories, economic improvement, credit conditions, expansion, and earnings trends in the near term or future.

**Producer Price Index.** An index that measures the average change over time in the selling prices received by domestic producers for their output.

**University of Michigan Consumer Sentiment Index.** An index that measures the overall health of the economy as determined by consumer opinion. It takes into account an individual's feelings toward his or her own current financial health, the health of the economy in the short term and the prospects for longer term economic growth.



Orange County Fire Authority  
**AGENDA STAFF REPORT**

Executive Committee Meeting  
November 21, 2019

Agenda Item No. 3B  
Consent Calendar

**First Quarter Financial Newsletter**

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**Contact(s) for Further Information**

Robert Cortez, Assistant Chief Business Services Department	<a href="mailto:robertcortez@ocfa.org">robertcortez@ocfa.org</a>	714.573.6012
Tricia Jakubiak, Treasurer	<a href="mailto:triciajakubiak@ocfa.org">triciajakubiak@ocfa.org</a>	714.573.6301
Deborah Gunderson, Budget Manager	<a href="mailto:deborahgunderson@ocfa.org">deborahgunderson@ocfa.org</a>	714.573.6302

**Summary**

This routine agenda item is submitted to provide information regarding revenues and expenditures in the General Fund and the Capital Improvement Program Funds through the first quarter of FY 2019/20.

**Prior Board/Committee Action**

**Budget and Finance Committee Recommendation: *APPROVE***

At its regular November 13, 2019, meeting, the Budget and Finance Committee reviewed and unanimously recommended approval of this item.

**RECOMMENDED ACTION(S)**

Receive and file the report.

**Impact to Cities/County**

Not Applicable.

**Fiscal Impact**

Not Applicable.

**Background**

The Quarterly Financial Newsletter provides information about the General Fund's top five revenue sources as well as expenditures by department and by type. Revenues and expenditures for the Capital Improvement Program (CIP) funds are also included. Revenues and expenditures for the General and CIP Funds through the first quarter are within budgetary estimates, except where noted in the attached newsletter.

**Attachment(s)**

First Quarter Financial Newsletter – July 2019 to September 2019



# 1st Quarter July to September 2019

# Financial Newsletter



## Summary

The Quarterly Financial Newsletter provides summary level information regarding the General Fund (GF) operating budget and Capital Improvement Program (CIP) budget to highlight revenue and expenditure trends and other areas to note.

With the 1st Quarter (i.e. 25%) of the fiscal year completed, General Fund actual revenues are on target with budget estimates and expenditures are slightly higher than anticipated. As of the end of the quarter, OCFA received 11.7% of budgeted revenues and expended 19.5% of appropriations.

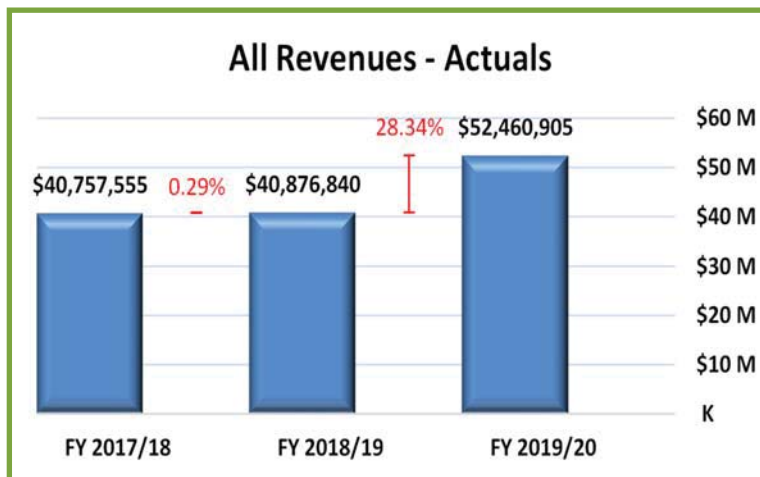
CIP projects are well underway with 23% of the GF CIP and Fire Apparatus budgets expended thus far.

For additional info, see attached newsletter.

## General Fund

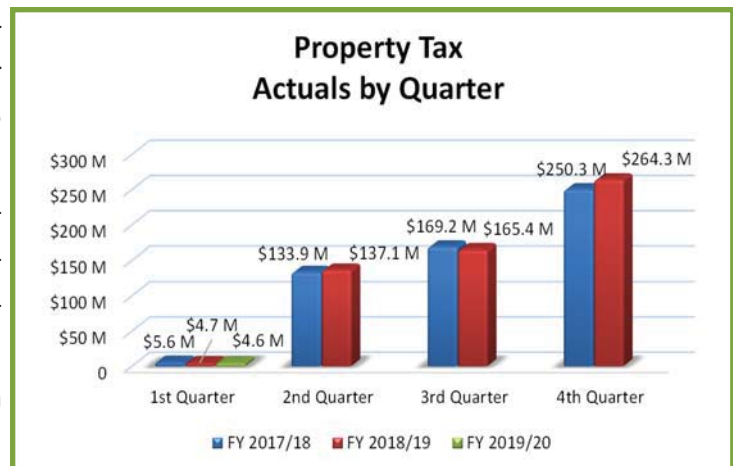
**REVENUES** - General Fund revenues received as of the 1st Quarter amounted to \$52.4 million; approximately 28.3% higher than the prior year. The increase is primarily due to new revenues in the 2019/20 fiscal year such as Garden Grove contract charges and funding attributed to the FIRIS and NextGen pilot programs. The top five revenues, which are comprised of Property Taxes, Cash Contracts, Miscellaneous, State Re-

imbursements, and Community Risk Reduction Fees are trending as expected.

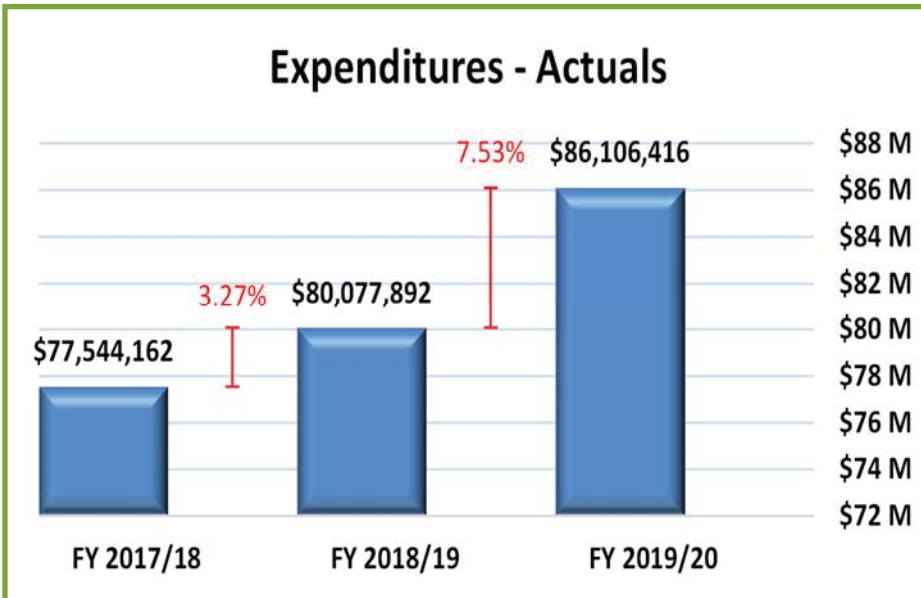


imbursements, and Community Risk Reduction Fees are trending as expected.

1st Quarter Property Tax revenues are trending at a similar pace when compared to the prior fiscal year, and projected to hit our budget target by fiscal year-end. Property tax revenues are typically on the low-end at the 1st Quarter and peak during the 2nd and 4th quarters of the fiscal year.



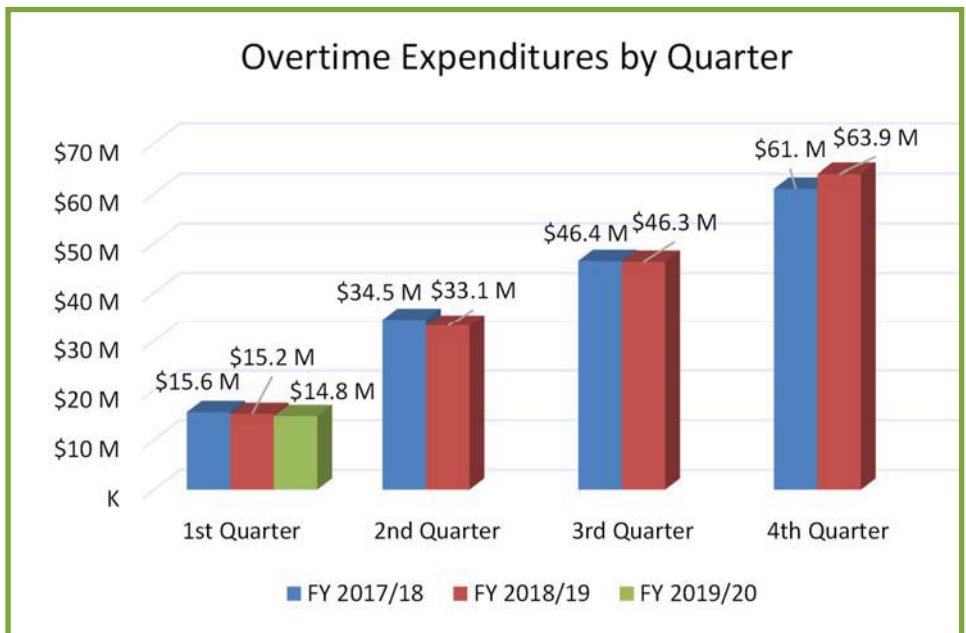
**EXPENDITURES** — General Fund expenditures for the 1st Quarter amounted to \$86.1 million and reflect an increase of 7.5% when compared to prior fiscal year. Initial budget estimates projected 1st Quarter expenditures ending at \$85.1 million.



Higher than anticipated salary and employee benefit costs, such as overtime expenditures within Operations are the main drivers. Services, supplies and equipment ended the quarter lower than anticipated and helped to offset the Operations cost increases.

The following Overtime Expenditures by Quarter chart captures historical cumulative overtime expenditures from fiscal year 2017/18 through the 1st Quarter of 2019/20. As illustrated, 1st Quarter actual

overtime expenditures are trending slightly lower than the prior fiscal year, however, overtime expenses are expected to increase due to emergency incidents and upstaffing for high fire risk weather conditions such as the October wind related incidents which will be reflected in the 2nd Quarter. The overtime budget for fiscal year 2019/20 was developed anticipating a reduction in overtime funding for firefighter vacancies (also known as the Open Positions overtime category). At



the end of the 1st Quarter, overtime for Open Positions was the largest category of overtime expenditures and has exceeded initial estimates. Staff will monitor the Open Positions category of overtime and will propose adjustments as part of the Mid-Year Budget Adjustment if current trends continue.

*We hope you have found this summary information illustrative and useful. Additional detailed information is included in following Newsletter pages, including progress for each of the CIP funds.*





# Orange County Fire Authority

## First Quarter Financial Newsletter – July 2019 to September 2019

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### **OVERVIEW**

This report covers fiscal activities in the General Fund and CIP Funds through the first quarter of Fiscal Year 2019/20. Budget figures include all budget adjustments authorized by the Board through the end of the first quarter.

### **GENERAL FUND**

With 25% of the year completed, General Fund revenues are 11.7% of budget and expenditures are 19.5% as shown below:

General Fund (excludes 12110)	YTD Actual	Budget	% Received/Expended
Revenues	52,460,905	446,510,222	11.7%
Expenditures	86,106,416	442,529,942	19.5%

**Top Five Revenues.** The analysis presented below compares the five largest revenue categories received through the first quarter, as compared to the budgetary estimate for this point in the fiscal year. Categories in which the variance is exceeded by 10% or \$1 million, are discussed below the table.

Top Five Revenues	YTD Actual Receipts	Trended YTD Budget Estimate	Variance: Actual to Budget Est. in Dollars	% Variance
Cash Contracts	39,588,198	40,021,794	(433,596)	-1%
Property Taxes	4,625,385	4,999,174	(373,789)	-8%
Miscellaneous	4,294,493	4,200,000	94,493	2%
State Reimbursements	1,855,785	1,800,000	55,785	3%
Community Risk Reduction Fees	1,412,803	1,337,257	75,546	5%
<b>Total</b>	<b>51,776,664</b>	<b>52,358,225</b>	<b>(581,561)</b>	<b>-1%</b>

- Overall, the top five revenues are within budget estimates. No categories meet the threshold for reporting purposes.

**Expenditures.** The analysis presented on the following page compares the actual expenditures through the first quarter, as compared to the budgetary estimate for this point in the fiscal year. Categories in which the variance is exceeded by 10% or \$1 million, are discussed below the table.

Expenditures by Department	YTD Actual Expenditures	Trended YTD Budget Estimate	Variance: Actual to Budget Est. in Dollars	% Variance
Business Services	1,839,311	1,680,231	159,080	9%
Command & Emergency Planning	1,690,769	1,594,485	96,284	6%
Community Risk Reduction	2,035,180	2,155,150	(119,970)	-6%
EMS	1,440,268	1,326,670	113,598	8%
Executive Management	1,364,376	1,493,422	(129,046)	-9%
Human Resources	2,811,901	3,138,630	(326,729)	-12%
Logistics	7,439,228	7,512,484	(73,256)	-1%
Operations	61,050,870	59,613,101	1,437,769	2%
Special Operations	6,434,513	6,609,022	(174,509)	-3%
<b>Total</b>	<b>86,106,416</b>	<b>85,123,195</b>	<b>983,221</b>	<b>1%</b>

*Totals may not equal the sum of components, or Authority-wide totals, due to rounding*

- **Human Resources** – This department is trending under budget estimates primarily due to vacancies throughout the department.
- **Operations** – This department is exceeding budget estimates for the first quarter primarily due to a high volume of backfill/overtime that has been necessary to fill vacancies in the firefighter ranks. In addition, overtime costs have been incurred for emergency incidents and for upstaffing due to high fire risk weather conditions. While the Emergency incidents portion of overtime will be reimbursed, Open Positions overtime is the largest category of overtime expenditure thus far and this category is not reimbursable by other agencies. This category will be monitored and included in the Mid-Year Budget Adjustment request if current trends do not change.

Expenditures by type are outlined below, with exception details below:

Expenditures by Type	YTD Actual Expenditures	Trended YTD Budget Estimate	Variance: Actual to Budget in Dollars	% Variance
Salary and Employee Benefits	74,163,731	72,713,722	1,450,009	2%
Services and Supplies	11,566,165	11,682,975	(116,810)	-1%
Equipment	376,520	726,498	(349,978)	-93%
<b>Total</b>	<b>86,106,416</b>	<b>85,123,195</b>	<b>983,221</b>	<b>1%</b>

*Totals may not equal the sum of components, or Authority-wide totals, due to rounding*

- **Salary & Employee Benefits** – This category is trending over budget estimates for the first quarter by approximately \$1.5 million or 2%. This is primarily due to a high volume of backfill/overtime that has been necessary to fill vacancies in the firefighter ranks. In addition, overtime costs have been incurred for emergency incidents and for upstaffing due to high fire risk weather conditions. While the Emergency incidents portion of overtime will be reimbursed, Open Positions overtime is the largest category of overtime expenditure thus far and this category is not reimbursable by other agencies. This category will be monitored and included in the Mid-Year Budget Adjustment request if current trends do not change.

- **Equipment** – Actual expenditures through the first quarter finished approximately \$350K or 93% below estimates. Projects which include Equipment purchases are in the planning stage in the first quarter.

## **CIP FUNDS**

Revenues and expenditures for the Capital Improvement Program funds are summarized below. Any variances are noted following the fund table:

### **General Fund CIP**

Fund 12110	YTD Actual	Budget	Percent
Expenditures	1,944,578	8,523,006	23%

- This Fund receives transfers from the General Fund as its revenue source.
- Appropriations of \$8.5M include funding for routine maintenance and replacement of equipment such as pagers, PCs, laptops, printers, 800 MHz radios, VHF radios, MDC system, fire station telephone/alarm system upgrade, network servers, data storage, CPR Auto Continuous Chest compression devices, high pressure airbags, fire shelters, thermal imaging cameras, Fire Station (FS) facility accommodation projects, FS dormitory privacy and repair projects, FS 51 painting and leak repairs, and FS 26 kitchen, flooring and bathroom remodel.
- YTD Expenditures of approximately \$1.9M are primarily attributable to progress on the CPR Auto Continuous Chest compression devices and progress on several of the above described IT projects.

### **Fire Stations and Facilities**

Fund 123	YTD Actual	Budget	Percent
Revenue	238,910	385,115	62.0%
Expenditures	245,220	9,511,707	2.6%

- Revenues in this fund are attributable to interest earned in the first quarter and an unbudgeted developer contribution.
- Appropriations of \$9.5M include funding for replacement of Fire Station 9 and 10, RFOTC Training Grounds expansion and upgrade; US&R warehouse training center improvements, infrastructure security enhancements, FS 49 Apparatus bay floor reconstruction, retrofitting existing stations' fire life safety systems and planning stages of construction of new FS 12 in Laguna Woods.
- Minimal expenditures occurred through the first quarter as projects are in the planning stages.

### Communications & Info. Systems

Fund 124	YTD Actual	Budget	Percent
Revenue	45,509	91,948	49.5%
Expenditures	269,960	4,643,508	5.8%

- Revenues in this fund are attributable to interest earned in the first quarter.
- Appropriations of \$4.6M include funding for: OCFA Enterprise Audio Video Equipment Upgrades, RFOTC Data Center Fire Suppression, OCFA Disaster Recovery Co-Location Facility, 800 MHz Countywide Coordinated Communications System Upgrade, Incident Reporting Application Replacement, IFP Replacement, and TheHive cloud upgrade.
- YTD expenditures are primarily attributable to the 800 MHz system upgrade and the Incident Reporting application replacement projects.

### Fire Apparatus

Fund 133	YTD Actual	Budget	Percent
Revenue	608,733	2,185,515	27.9%
Expenditures	4,205,685	17,698,655	23.8%

- Revenues in this fund are attributable to vehicle replacement program payments from cash contract cities, and interest earned in the first quarter.
- Appropriations of \$17.7M include six Type I Engines, one TDA 100' Quint, two crew carrying vehicles, one dozer and its associated transportation units, one hazmat vehicle, one heavy rescue vehicle, and other miscellaneous emergency and support vehicles.
- Expenditures in this fund include dozer tenders, dozer, crew carrying vehicles, foam tender, and miscellaneous emergency and support vehicles.

### **SUMMARY**

***For more information.*** This summary is based on detailed information from our financial system. If you would like more information or have any questions about the report, please contact Deborah Gunderson, Budget Manager at 714-573-6302, or Tricia Jakubiak, Treasurer at 714-573-6301.



Orange County Fire Authority  
**AGENDA STAFF REPORT**

Executive Committee Meeting  
November 21, 2019

Agenda Item No. 3C  
Consent Calendar

**Blanket Order Extension for  
“EZ-IO” Intraosseous (Bone Marrow) Infusion Systems**

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**Contact(s) for Further Information**

Randy Black, Assistant Chief  
Emergency Medical Services Department

[randyblack@ocfa.org](mailto:randyblack@ocfa.org)

714.573.6008

Scott Wiedensohler, Battalion Chief

[scottwiedensohler@ocfa.org](mailto:scottwiedensohler@ocfa.org)

714.573.6071

**Summary**

This item is submitted for the approval to extend the sole source blanket order with Teleflex, Inc. (formerly Arrow International) for the purchase of “EZ-IO” Intraosseous (I.O.) Infusion systems.

**Prior Board/Committee Action(s)**

At the July 17, 2014, meeting, the Executive Committee approved a three-year sole source blanket order contract extension with Arrow International (Vidacare at the time) in an amount not to exceed \$70,000 per year.

At the August 24, 2017, meeting, the Executive Committee approved an increase and a two-year sole source blanket order contract extension with Teleflex, Inc. (Arrow International at the time) in an amount not to exceed \$150,000 per year.

**RECOMMENDED ACTION(S)**

Approve and authorize the Purchasing Manager to extend the sole source contract with Teleflex, Inc. for the purchase of EZ-IO systems and accessories for three additional one-year periods at the increased amount of \$150,000 annually (\$450,000 during the additional three-year term).

**Impact to Cities/County**

Not Applicable

**Fiscal Impact**

Funding is available in the FY 2019/20 General Fund (121) Budget.

**Background**

***Sole Source Justification***

Teleflex, Inc. is the sole source manufacturer and provider of the EZ-IO infusion system and is the only system offering battery-operated I.O. products in the marketplace. Teleflex, Inc.’s sole source status is verified per the attached letter from Teleflex, Inc., dated August 28, 2019.

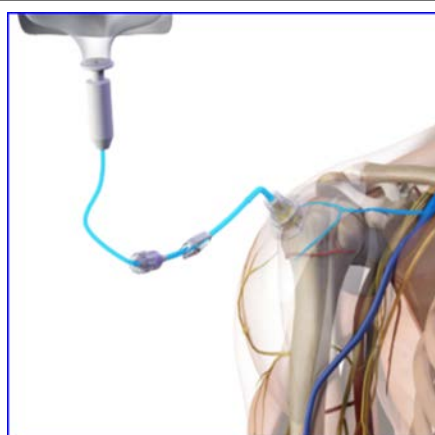


### ***“EZ-IO” Intraosseous Infusion System***

The EZ-IO infusion system is an Orange County Emergency Medical Services approved alternative for medication and fluid administration through the marrow of a bone during the delivery of advanced life support (ALS) care when intravenous access isn’t obtainable. I.O. provides a rapid, safe method of administration that is most commonly used in critical patients when immediate access is imperative, such as unconscious patients pinned in vehicle accidents. Unlike establishing an I.V., which requires finding an accessible vein and then successfully cannulating, intraosseous access is rapidly obtained using the specialized needle system, entering the medullary cavity (marrow space, see insets).



**EZ-IO drills through the tissue into the medullary cavity (marrow space).**



**Infusion system in place to deliver ALS fluids and medications.**

The Authority has used these products since the procedure was implemented and is the device used by every advanced life support provider in Orange County. Its familiarity, effectiveness, reliability and safety make it the appropriate solution for the Orange County Fire Authority Emergency Medical Services (EMS) Section. Components of this system include: EZ-IO battery operated needle driver, specialized needles, “EZ-Connect” access tubing, stabilization device, and pressure infusion appliance. In addition to these tools utilized on patients, the Authority uses Arrow International specific training kits that contain training “bones” and devices.

### ***Recommendation***

Staff is recommending approval to authorize the Purchasing Manager to extend the contract for an additional three years at an amount not to exceed \$150,000 annually (\$450,000 during the additional three-year term). This extension is requested to allow for flexibility in the timing of the purchase of adequate quantities of intraosseous equipment, which tend to expire cyclically.

### ***Attachment(s)***

Sole Source Request Form



## OCFA Sole Source Request Form

*The Purchasing Ordinance of the Orange County Fire Authority requires competitive bids and proposals for service and commodity contracts. A sole source is defined as a product or service that is available from only one known supplier as a result of unique performance capabilities, manufacturing processes, compatibility requirements or market conditions. The using department requesting a sole source shall provide written clear and convincing evidence to support a sole source determination, meaning that only one source exists to fulfill the requirements. This form is to be submitted with the purchase requisition to Purchasing with any sole source requests.*

### SECTION I - INSTRUCTIONS

1. Written justification on this form will be completed by the requesting department and submitted with the purchase requisition.
2. The request must be approved by the section manager and assistant chief prior to submitting the request to the purchasing manager.
3. All sole source forms must be submitted to the Purchasing Manager for approval. Based on the new ordinance the Fire Chief is not required to approve the sole source form. The sole source request may be submitted to Assistant Chief of Business Services by the Purchasing Manager for concurrence as required.
4. All sole source contracts exceeding \$50,000 (life of contract) require Executive Committee approval. In this case, the sole source request form must be submitted to the Executive Committee as an attachment to the staff report.
5. The approved sole source justification form will be included in the contract file.

### SECTION II – REQUEST INFORMATION

<b>Department/Section:</b> EMS	<b>Requested By:</b> Chin Chien Huang	<b>Date:</b> 11/7/19
<b>Recommended Vendor:</b> Teleflex (Formerly Arrow International)	<b>Vendor Contact:</b> Sue Stittsworth	<b>Vendor's E-mail Address:</b> sue.stittsworth@teleflex.com
<b>Vendor Address:</b> 3015 Carrington Mill Blvd., Morrisville, NC 97560		<b>Vendor's Telephone #:</b> 310-634-4679
<b>Type of Contract:</b> <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Multi-Year <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Amendment <input type="checkbox"/> Increase	<b>Contract Term (Dates):</b> 1/1/20 - 12/31/22	<b>Contract Amount:</b> \$150,000 annually
<i>If the contract type is a Renewal, Amendment or Increase, please provide previous contract information with this request (PO, BO, previous approval date, Chief approval or EC approval, and dollar amount).</i>		<b>Attachments:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

### SECTION III – JUSTIFICATION

1. **Provide a detailed description of the product or service requested. Describe what it is. Attach additional sheet if necessary.**

The EZIO intraosseous system is for obtaining IV access in patients with a difficult anatomy or if an external IV access was unsuccessful through normal IV cannulation. Through past testing, OCFA has determined the Teleflex system to be superior to other systems and preferred by our users.

2. **Please state why the recommended vendor is the only one capable of providing the required services and/or commodities. Provide a summary of findings (research and analysis) including any supporting documentation which validates your recommendation (e.g., attach a manufacturer's letter verifying patented design and direct sale with no distributors) and demonstrates the sole source nature of this request. Attach additional sheet if necessary.**

Teleflex is the sole source manufacturer and distributor of the "EZ-IO" intraosseous (I.O.) infusion system and it is the only system offering battery-operated I.O. products in the marketplace. Teleflex's sole source status is verified per the attached letter from Teleflex, dated August 28, 2019. Staff also conducted additional market research to verify status.

SECTION III – JUSTIFICATION (*continued*)

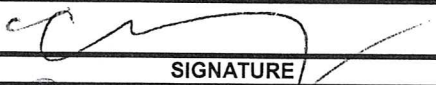


3. Pricing - What efforts were made to get the best pricing (e.g., did you simply request a quote, negotiate with the vendor, did the vendor provide a discount)? Please provide the quote with your sole source request.

An annual contract is established every year in order to maintain pricing for one year period. The vendor has not increased pricing since 2014 and has been confirmed to hold price up through February 4, 2020.



4. Will this purchase obligate the OCFA to future purchases (maintenance, licensing or continuing needs)? (If yes, please explain how and what the future costs will be.)

Since OCFA is currently standardized with the "EZ-IO" system and Teleflex is the only authorized distributor for Teleflex for these products, any future purchase will also be through Teleflex.

## Sole Source Request Submitted by:

REQUESTORS NAME	SIGNATURE	DATE
Chin Chien Huang		11/9/19
DIVISION CHIEF/SECTION MANAGER NAME	SIGNATURE	DATE
Scott Wiedensholer		11/9/19
ASSISTANT CHIEF NAME	SIGNATURE	DATE
Randy Black		11/7/19

## Purchasing Manager's Comments:

PURCHASING MANAGER'S APPROVAL	DATE
	11/12/19
ASSISTANT CHIEF BUSINESS SERVICES CONCURRENCE	DATE
	11/13/19

Executive Committee Approval Required ☒ Yes ☐ No Sole Source over \$50,000

Executive Committee Approved: ☐ Yes ☐ No Date approved \_\_\_\_\_





ARROW  
HUDSON RCI  
LMA  
Pilling  
RUSCH  
WECK

Customer # 1034339  
Quote #: 0165865

Created Date November 7, 2019  
Expiration: December 31, 2020

Attn Rothchild Ong  
Phone (714) 573-6642  
Email rothchildong@ocfa.org

Prepared By Sue Stittsworth  
Phone 310-634-4679  
Email sue.stittsworth@teleflex.com

Bill To Name Orange County Fire Authority  
Bill To 1 Fire Authority Road  
Irvine, CA 92602-0125  
US

Ship To Name Orange County Fire Authority  
Ship To 1 Fire Authority Road  
Irvine, CA 92602-0125  
US

Product Code	Sales Org	Product Description	Quantity	Sales Price	Each Per Case	Each Price	Total Price
9001-VC-005		EZ-IO 25MM NEEDLE (BOX OF 5)	1	USD 550.00	5	USD 110.00	USD 550.00
9079-VC-005		EZ-IO 45MM NEEDLE (BOX OF 5)	1	USD 550.00	5	USD 110.00	USD 550.00
9018-VC-005		EZ-IO 15MM NEEDLE (BOX OF 5)	1	USD 550.00	5	USD 110.00	USD 550.00
9066-VC-005		EZ-STABILIZER (BOX OF 5)	1	USD 50.00	5	USD 10.00	USD 50.00
9058		EZ-IO POWER DRIVER	1	USD 210.08	1	USD 210.08	USD 210.08
9072		EZ-IO® POWER DRIVER CRADLE	1	USD 7.28	1	USD 7.28	USD 7.28

Subtotal (USD): \$1,917.36

\*\*\*Grand Total (USD): \$1,917.36

#### Comments

Pricing is valid through December 31, 2020

Remittances via Wire or ACH: Beneficiary: Teleflex Funding LLC Account #: 4708086079 Bank: Wells Fargo Bank, N.A., 420 Montgomery Street, San Francisco, CA 94104 SWIFT: WFBIUS6S ABA: 121000248 Email: tfxremit@teleflex.com	Remittances via Check (Standard Mailing): Teleflex Funding LLC PO Box 936729 Atlanta, GA 31193-6729	Remittances via Check (Overnight Delivery): Teleflex Funding LLC Attn: PO Box 936729 3585 Atlanta Avenue Hapeville, GA 30354-1705
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Thank you for the opportunity to quote Teleflex products. To place your order please call 866-246-6990 or email cs@teleflex.com.

\*\*\*Unless Shipping and Tax costs are specified, they are not included in the Grand Total.

Teleflex, Arrow, EZ-IO, LMA, Hudson RCI and Rusch are trademarks or registered trademarks of Teleflex Incorporated or its affiliates.  
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TELEFLEX 3015 Cardington Mill Boulevard, Morrisville, NC 27560  
Toll Free: 866.246.6990 Phone: +1.919.544.8000  
TELEFLEX.COM



Teleflex LLC

3015 Carrington Mill Blvd.  
Morrisville, NC 27560  
USA

Phone: 919-544-8000

[www.teleflex.com](http://www.teleflex.com)

**Orange County Fire Authority  
EZ-IO® Price List  
Valid From 1/1/2020 – 12/31/2020  
(Pricing does not include freight\*)**

Part Number	Item	Unit Price
9001-VC-005	EZ-IO 25MM NEEDLE (BOX OF 5)	\$550.00
9018-VC-005	EZ-IO 15MM NEEDLE (BOX OF 5)	\$550.00
9079-VC-005	EZ-IO 45MM NEEDLE (BOX OF 5)	\$550.00
9058	EZ-IO POWER DRIVER	\$210.08
9066-VC-005	EZ-STABILIZER (BOX OF 5)	\$50.00
9072	EZ-IO® POWER DRIVER CRADLE	\$7.28

\*Domestic U.S. shipping for orders less than 150 pounds will be charged as a standard amount based on the value of the order and the shipping method you select. UPS Ground rates are as follows:

Order Value	Standard Ground Fee
Up to \$500	\$9.50
\$501-\$1000	\$12.50
\$1001 to \$2500	\$15.50
Above \$2500	No Charge

Second Day, Overnight, and Overnight A.M. shipping are available and subject to additional fees.



August 28, 2019

**Teleflex**

3015 Carrington Mill Blvd.  
Morrisville, NC 27560  
USA  
Phone: 866-246-6990  
Fax: 866-804-9881  
teleflex.com

**RE: Teleflex LLC—Sole Source for the Arrow® EZ-IO® Intraosseous Vascular Access System**

Dear Valued Customer:

Thank you for your interest in the Arrow® EZ-IO® System, which uses a proprietary patented needle and power driver technology. Teleflex is the sole manufacturer of these components. There are no other battery-powered intraosseous products currently available in the global marketplace.

Through our direct sales team, Teleflex LLC, a wholly owned subsidiary of Teleflex Incorporated, markets, sells and/or services all non-federal Arrow® EZ-IO® Device customers within the continental United States.

Please call our customer service to assist you with any questions or concerns: 1-866-246-6990.

Sincerely,

A handwritten signature in black ink that reads "Mark J. Reis". The signature is written in a cursive, flowing style.

Mark J. Reis  
Vice President, Sales  
Anesthesia and Emergency Medicine



**Orange County Fire Authority**  
**AGENDA STAFF REPORT**

**Executive Committee Meeting**  
**November 21, 2019**

**Agenda Item No. 3D**  
**Consent Calendar**

**Contract Amendment to Cooperative Contract  
for Information Technology Staff Augmentation Services**

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**Contact(s) for Further Information**

Jim Ruane, Assistant Chief [jimruane@ocfa.org](mailto:jimruane@ocfa.org) 714.573.6801  
Logistics Department

Joel Brodowski, IT Manager [joelbrodowski@ocfa.org](mailto:joelbrodowski@ocfa.org) 714.573.6421  
Logistics Department

**Summary**

This agenda item is submitted for approval to amend the previously awarded contract to Computer Aid, Inc. (CAI) to provide staff augmentation services utilizing the Sourcewell (formerly National Joint Powers Alliance NJPA) cooperative contract.

**Prior Board/Committee Action**

At its March 22, 2018 meeting, the Executive Committee approved a purchase order for \$1,257,412 for Computer Aid, Inc. (CAI) for staff augmentation services for a two-year term to develop incident reporting and investigations case management components of the Public Safety Systems replacement project.

**RECOMMENDED ACTIONS:**

Approve and authorize the Purchasing Manager to amend the current Professional Services Agreement with Computer Aid, Inc. and increase the total contract amount by \$2,625,732 to a new total amount not to exceed \$3,883,144 for staff augmentation services, and to extend the existing two-year contract through March 3, 2022, for a new total contract term of approximately four-years.

**Impact to Cities/County**

Not Applicable.

**Fiscal Impact**

Funding for the Records Management Systems replacement has been approved in the adopted FY 2019/20 - FY 2020/21 Capital Improvement Program Budget, specifically in Fund 124 (Systems Development & Support) for a total project budget of \$3,180,015. The proposed \$2,625,732 increase for this amendment with CAI will be expended over the additional term through March 3, 2022 and is needed to provide additional support to ensure project completion.

**Background**

The OCFA Information Technology (IT) Section is responsible for the management and implementation of a large number and variety of technology projects including Public Safety Systems. OCFA staff has proposed developing internally the Community Risk Reduction automation systems which include planning and development permitting, inspections, plans



review, and scheduling. These are the remaining components of the Public Safety System replacement project. Due to the level of involvement and resources needed for projects of this size, existing staffing levels are inadequate and staff augmentation services are needed to ensure project completion.

Recently, the OCFA utilized the CAI contract to augment internal staff with contract Information Technology professionals to develop the Incident Reporting and Investigations case management components of the Public Safety Systems replacement project. The new Incident Reporting and Investigations System (IRIS) project development started in March 2018 and the core components of the IRIS system went live in July 2019 and final system development is nearing completion.

### ***Staff Augmentation***

OCFA utilizes technology service providers to augment existing staff resources to support ongoing and increasingly complex OCFA technology needs. This approach has been successful because it allows OCFA to obtain qualified resources at a reasonable rate with the flexibility to adjust the type and quantity of resources to the ever-changing needs of the organization. This is especially effective during equipment replacement projects, new system implementations, infrastructure changes, and other project specific needs such as the current Public Safety Systems replacement project.

### ***Computer Aid, Inc.***

Computer Aid, Inc. (CAI) has managed over \$2 Billion in public agency spending and assumes all administrative tasks involved with the provision of staff augmentation services. CAI is able to utilize existing suppliers, and/or add new suppliers specialized in the market. CAI's services include the initial prescreening of candidates, a consolidated invoicing process, if multiple suppliers are used, and analytics to provide oversight on assigned personnel.

### ***Sourcewell (Formerly NJPA) Cooperative Contract***

The Sourcewell cooperative contract awarded to Computer Aid, Inc. (CAI) resulted from a competitive solicitation issued by the NJPA, RFP #020817, and Contract #020817. Use of this contract entitles OCFA to the same discounted rates for Information Technology (IT) Staff that Sourcewell receives due to the large number of participating agencies in need of these services.

Below are general descriptions of each position OCFA anticipates using as a part of this contract including the estimated number of hours and contracted billing rates, as well as a high-level anticipated project timeline on the next page. The proposed hourly bill rates are competitive with current established bill rates for other OCFA professional services contracts i.e., Westnet, Inc., Sixth Street Consulting, CentralSquare Software Systems:

Supplemental Contractor Resources Needed				
Position	Qty	Hours	Bill Rate	Total
System Architect	1	6,240	\$156.86	\$978,806
.Net Developer	2	9,880	\$117.34	\$1,159,319
UI/UX Developer	1	1,404	\$104.99	\$147,406
GIS Developer	1	1,440	\$146.14	\$210,442
Documentation Specialist	1	960	\$89.24	\$85,670
Software Tester	1	480	\$91.85	\$44,088
<b>Estimated Total</b>				<b>\$2,625,732</b>



***Recommendation***

Based on the additional staffing required to complete the OCFA Public Safety Systems replacement project, staff is requesting approval and authorization for the Purchasing Manager to amend the current Professional Services Agreement with CAI and increase the total contract amount by \$2,625,732 to a new total not to exceed amount of \$3,883,144 for staff augmentation services, and to extend the existing two-year contract through March 3, 2022 for a new total contract term of approximately four-years.

**Attachment(s)**

Proposed Professional Services Agreement

**ORANGE COUNTY FIRE AUTHORITY  
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into this 21<sup>st</sup> day of November 2019, by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and Computer Aid, Inc., a Corporation, hereinafter referred to as "Firm". OCFA and Firm are sometimes individually referred to herein as a "Party" and collectively as the "Parties".

**RECITALS**

WHEREAS, OCFA requires the services of a qualified firm to provide Staff Augmentation Services for the OCFA Records Management System (RMS), hereinafter referred to as "Project"; and

WHEREAS, Firm has submitted to OCFA a Scope of Services, which is incorporated herein by this reference ("Scope of Services"); and

WHEREAS, based on its experience and reputation, Firm is qualified to provide the necessary services for the Project and desires to provide such services; and

WHEREAS, OCFA desires to retain the services of Firm for the Project;

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, OCFA agrees to employ and does hereby employ Firm and Firm agrees to provide professional services as follows:

**AGREEMENT**

**1. PROFESSIONAL SERVICES**

**1.1 Scope of Services**

In compliance with all terms and conditions of this Agreement, Firm shall provide those services specified in the Scope of Services, attached hereto as Exhibit "A," which includes by reference and by addendum: (1) Firm's Scope of Services, and (2) any amendments, addendums, change orders, or modifications mutually agreed upon by the parties hereto ("Services" or "Work"). Firm warrants that all Services shall be performed in a competent, professional and satisfactory manner in accordance with all standards prevalent in the same profession in the State of California. Firm represents and warrants that it and all employees, subconsultants and subcontractors providing any Services pursuant to this Agreement shall have a sufficient skill and experience to perform the Services. All Services shall be completed to the reasonable satisfaction of the OCFA. In the event of any inconsistency between the terms contained in the Scope of Services,

and/or the terms set forth in the main body of this Agreement, the terms set forth in the main body of this Agreement and then the Scope of Services shall govern, in that order.

### **1.2 Compliance with Law**

All Services rendered hereunder shall be provided in accordance with all laws, ordinances, resolutions, statutes, rules, and regulations of OCFA and any federal, state or local governmental agency of competent jurisdiction.

### **1.3 Licenses and Permits**

Firm shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the Services required by this Agreement.

### **1.4 Familiarity with Work**

By executing this Agreement, Firm warrants that Firm (a) has thoroughly investigated and considered the Work to be performed, (b) has investigated the site of the Work and become fully acquainted with the conditions there existing, (c) has carefully considered how the Work should be performed, and (d) fully understands the facilities, difficulties and restrictions attending performance of the Work under this Agreement. Should the Firm discover any latent or unknown conditions materially differing from those inherent in the Work or as represented by OCFA, Firm shall immediately inform OCFA of such fact and shall not proceed with any Work except at Firm's risk until written instructions are received from the Contract Officer.

### **1.5 Care of Work**

Firm shall adopt and follow reasonable procedures and methods during the term of the Agreement to prevent loss or damage to materials, papers or other components of the work, and shall be responsible for all such damage until acceptance of the work by OCFA, except such loss or damages as may be caused by OCFA's own negligence.

### **1.6 Additional Services**

Firm shall perform services in addition to those specified in the Scope of Services when directed to do so in writing by the OCFA Purchasing Manager, provided that Firm shall not be required to perform any additional services without compensation. Any additional compensation not exceeding fifteen percent must be approved in writing by the OCFA Purchasing Manager. Any additional compensation exceeding fifteen percent must be approved in writing by the Executive Committee of the OCFA Board of Directors.

## **2. TIME FOR COMPLETION**

The time for completion of the Services to be performed by Firm is an essential condition of this Agreement. Firm shall prosecute regularly and diligently the work of this Agreement according to the schedules set forth in Firm's Scope of Services. Firm shall not be accountable for delays in the progress of its work caused by any condition beyond its control and without the fault or negligence of Firm. Delays shall not entitle Firm to any additional compensation regardless of the party responsible for the delay.

### **3. COMPENSATION OF FIRM**

#### **3.1 Compensation of Firm**

For the Services rendered pursuant to this Agreement, Firm shall be compensated and reimbursed, in accordance with the terms set forth in Exhibit "A", in an amount not to exceed \$3,883,144 (Three Million Eight Hundred Eighty Three Thousand One Hundred Forty Four Dollars).

#### **3.2 Method of Payment**

In any month in which Firm wishes to receive payment, Firm shall no later than the first working day of such month, submit to OCFA in the form approved by OCFA's Director of Finance, an invoice for Services rendered prior to the date of the invoice. OCFA shall pay Firm for all expenses stated thereon which are approved by OCFA consistent with this Agreement, within thirty (30) days of receipt of Firm's invoice.

#### **3.3 Changes**

In the event any change or changes in the work is requested by OCFA, the parties hereto shall execute an addendum to this Agreement, setting forth with particularity all terms of such addendum, including, but not limited to, any additional fees. Addenda may be entered into:

A. To provide for revisions or modifications to documents or other work product or work when documents or other work product or work is required by the enactment or revision of law subsequent to the preparation of any documents, other work product or work;

B. To provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Firm's profession.

### **3.4 Appropriations**

This Agreement is subject to and contingent upon funds being appropriated therefore by the OCFA Board of Directors for each fiscal year covered by the Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to OCFA.

## **4. PERFORMANCE SCHEDULE**

### **4.1 Time of Essence**

Time is of the essence in the performance of this Agreement.

### **4.2 Schedule of Performance**

All Services rendered pursuant to this Agreement shall be performed within the time periods prescribed in the Scope of Services, attached hereto as Exhibit "A". The extension of any time period specified in Exhibit "A" must be approved in writing by the Contract Officer.

### **4.3 Force Majeure**

The time for performance of Services to be rendered pursuant to this Agreement may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Firm, including, but not restricted to, acts of God or of a public enemy, acts of the government, fires, earthquakes, floods, epidemic, quarantine restrictions, riots, strikes, freight embargoes, and unusually severe weather if the Firm shall within ten (10) days of the commencement of such condition notify the Contract Officer who shall thereupon ascertain the facts and the extent of any necessary delay, and extend the time for performing the Services for the period of the enforced delay when and if in the Contract Officer's judgment such delay is justified, and the Contract Officer's determination shall be final and conclusive upon the parties to this Agreement.

### **4.4 Term**

This agreement shall continue in full force and effect through March 3, 2022, unless earlier terminated in accordance with Sections 8.5 or 8.6 of this Agreement.



## **5. COORDINATION OF WORK**

### **5.1 Representative of Firm**

The following principal of the Firm is hereby designated as being the principal and representative of Firm authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith: Timothy Nau.

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principal is a substantial inducement for OCFA to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Firm and devoting sufficient time to personally supervise the Services hereunder. The foregoing principal may not be changed by Firm without the express written approval of OCFA.

### **5.2 Contract Officer**

The Contract Officer shall be Joel Brodowski, unless otherwise designated in writing by OCFA. It shall be the Firm's responsibility to keep the Contract Officer fully informed of the progress of the performance of the Services and Firm shall refer any decisions that must be made by OCFA to the Contract Officer. Unless otherwise specified herein, any approval of OCFA required hereunder shall mean the approval of the Contract Officer.

### **5.3 Prohibition Against Subcontracting or Assignment**

**5.3.1 No Subcontracting Without Prior Approval.** The experience, knowledge, capability and reputation of Firm, its principals and employees, and the Firm Representative were a substantial inducement for OCFA to enter into this Agreement. Therefore, Firm shall not contract with any other entity to perform in whole or in part the Services required hereunder without the express written approval of OCFA.

**5.3.2 Provisions in the Event Subcontractor(s) Are Authorized.** If Firm is authorized to subcontract any part of the Services as provided in Section 5.3.1, Firm shall be responsible to OCFA for the acts and omissions of its subcontractor(s) and subconsultant(s) in the same manner as it is for persons directly employed. For purposes of this Agreement, all persons engaged in the performance of Services will be considered employees of Firm. OCFA will deal directly with and will make all payments to Firm. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and OCFA. Firm shall ensure that all subcontractor insurance requirements set forth in Section 6 below (including its subsections) are complied with prior to commencement of Services by each subcontractor.

**5.3.2.1 Withholding Payment for Non-Authorized Subcontractors.** OCFA shall have the right to withhold payment from Firm

for Services performed by any subcontractor or subconsultant performing Services but not authorized in writing by OCFA, or regarding which the insurance or other requirements under this Agreement have not been satisfied.

**5.3.3 Assignments.** Neither this Agreement nor any interest herein may be assigned, transferred, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of OCFA. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Firm, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Firm or any surety of Firm from any liability hereunder without the express written consent of OCFA.

#### **5.4 Independent Contractor**

**5.4.1** The legal relationship between the Parties is that of an independent contractor, and nothing herein shall be deemed to make Contractor, or any of its personnel, an OCFA employee. During the performance of this Agreement, Firm and its officers, employees, and agents shall act in an independent capacity and shall not act as OCFA officers or employees. Firm will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. The personnel performing the Services under this Agreement on behalf of Firm shall at all times be under Firm's exclusive direction and control. Neither OCFA nor any of its officials, officers, employees, agents or volunteers shall have control over the conduct of Firm or any of its officers, employees, or agents, except as set forth in this Agreement. Firm, its officers, employees or agents, shall not maintain a permanent office or fixed business location at OCFA's offices. OCFA shall have no voice in the selection, discharge, supervision, or control of Firm's officers, employees, representatives or agents or in fixing their number, compensation, or hours of service. Firm shall pay all wages, salaries, and other amounts due its employees in connection with the performance of Services under this Agreement and shall be responsible for all reports and obligations respecting them, including but not limited to social security income tax withholding, unemployment compensation, workers' compensation, and other similar matters. OCFA shall not in any way or for any purpose be deemed to be a partner of Firm in its business or otherwise a joint venturer or a member of any joint enterprise with Firm.

**5.4.2** Firm shall not incur or have the power to incur any debt, obligation, or liability against OCFA, or bind OCFA in any manner.

**5.4.3** No OCFA benefits shall be available to Firm, its officers, employees, or agents, in connection with the performance of any Work or Services under this Agreement. Except for professional fees paid to Firm as provided for in this Agreement, OCFA shall not pay salaries, wages, or other compensation to Firm for the performance of any Work or Services under this Agreement. OCFA shall not be liable for

compensation or indemnification to Firm, its officers, employees, or agents, for injury or sickness arising out of performing any Work or Services hereunder. If for any reason any court or governmental agency determines that the OCFA has financial obligations, other than pursuant to Section 2 herein, of any nature relating to salary, taxes, or benefits of Firm's officers, employees, representatives, agents, or subconsultants or subcontractors, Firm shall defend, indemnify, and hold harmless OCFA from and against all such financial obligations.

## **5.6 Employee Retirement System Eligibility Indemnification**

**5.6.1** In the event that Firm or any employee, agent, or subcontractor of Firm providing any Work or Services under this Agreement claims or is determined by a court of competent jurisdiction to be eligible for enrollment in an employee retirement system as an employee of the OCFA, Firm shall indemnify, defend, and hold harmless OCFA against: (1) all such claim(s) and determination(s); (2) for the payment of any employee and/or employer contributions for employee retirement system benefits on behalf of Firm or its employees, agents or subcontractors; and (3) the payment of any penalties and interest on such contributions which would otherwise be the responsibility of the OCFA.

**5.6.2** Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing any Work or Services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by OCFA, including but not limited to eligibility to enroll in PERS as an employee of OCFA and entitlement to any contribution to be paid by OCFA for employer contribution and/or employee contributions for PERS benefits.

## **6. INSURANCE AND INDEMNIFICATION**

**6.1 Compliance with Insurance Requirements.** Firm shall obtain, maintain, and keep in full force and effect during the term of this Agreement, at its sole cost and expense, and in a form and content satisfactory to OCFA, all insurance required under this section. Firm shall not commence any Services under this Agreement unless and until it has provided evidence satisfactory to OCFA that it has secured all insurance required under this section. If Firm's existing insurance policies do not meet the insurance requirements set forth herein, Firm agrees to amend, supplement or endorse the policies to meet all requirements herein.

**6.2 Types of Insurance Required.** Without limiting the indemnity provisions set forth in this Agreement, Firm shall obtain and maintain in full force and effect during the term of this Agreement, including any extension thereof, the following policies of insurance:

**6.2.1 Professional Liability/Errors and Omissions Insurance ("PLI").** Firm shall obtain and maintain PLI insurance applicable to each licensed profession practiced by Firm. Firm shall maintain PLI insurance with per-claim and aggregate limits no lower than one million dollars (\$1,000,000.00) each occurrence and two million dollars (\$2,000,000.00) aggregate. Covered professional services shall specifically include all Services to be performed under the Agreement and the policy shall be endorsed to delete any exclusions that may exclude coverage for claims within the minimum PLI Limits for the Services to be performed under this Agreement.

**6.2.1.1** The PLI policy shall be endorsed to delete any Contractual Liability Exclusion. The PLI shall include contractual liability coverage applicable to this Agreement. The policy must "pay on behalf of" the insured, and include a provision establishing the insurer's duty to defend the insured.

**6.2.1.2** If the PLI policy of insurance is written on a "claims-made" basis, the policy shall be continued in full force and effect at all times during the term of this Agreement, and for a period of three (3) years from the date of the completion of all Services provided hereunder (the "PLI Coverage Period"). If any PLI policy is replaced, cancelled, non-renewed, discontinued, or otherwise terminated, or if the limits of a PLI policy are reduced or the available coverage depleted below the required minimum coverage amounts for any reason during the PLI Coverage Period, Firm shall immediately obtain replacement PLI coverage meeting the requirements of this Section 6.2.1. Such replacement coverage shall satisfy all requirements herein, and shall include coverage for the prior acts or omissions of Firm during the time period during which any Services were performed. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier or other insurance arrangements providing for complete coverage, either of which shall be subject to the written approval by the OCFA.

**6.2.1.3** If the PLI policy is written on an "occurrence" basis, the policy shall be continued in full force and effect during the term of this Agreement, or until completion of the Services provided for in this Agreement, whichever is later. In the event of termination of the PLI policy during this period, new coverage shall immediately be obtained, and written evidence of the policy shall be immediately provided to OCFA, to ensure PLI coverage during the entire course of performing the Services.

**6.2.1.4** Firm shall not perform any Services at any time during which required types or amounts of PLI insurance are not in effect, and OCFA shall have no obligation to pay Firm for Services performed while required PLI insurance is not in effect.

**6.2.2 Commercial General Liability Insurance.** Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than one million dollars (\$1,000,000.00) per



occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. CGL insurance shall be provided on an occurrence-based coverage form; a "claims made" CGL policy is not acceptable. Firm shall maintain CGL insurance with per-claim, aggregate and products and operations completed limits no lower than the minimum CGL coverage limits set forth above. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for any of the following: (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) any other exclusion contrary to this Agreement.

**6.2.3 Automobile Liability Insurance.** Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Automobile liability insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) combined limit for each occurrence covering bodily injury, disease and property damage. Defense costs shall be paid in addition to the policy limits. The policy shall specifically include coverage for owned, non-owned, leased, and hired automobiles, and be endorsed to eliminate any exclusion applicable to any of them.

**6.2.4 Workers' Compensation Insurance.** Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Workers' Compensation Insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements applicable in the State of California. Firm hereby waives on its own behalf, and shall obtain an endorsement from its workers' compensation insurer waiving on the insurance company's behalf, all rights of subrogation against the OCFA, its board members, officials, officers, employees, agents and volunteers.

**6.2.4.1** If subconsultants or subcontractors are used, Firm shall require each of its subconsultants and subcontractors, if any, to waive all rights of subrogation, and to obtain endorsements from the subconsultants'/subcontractors' workers' compensation insurers waiving all rights of subrogation, against the OCFA, its board members, officials, officers, employees, agents and volunteers.

**6.2.4.2** Firm and each of its subconsultants and subcontractors shall also maintain, in full force and effect throughout the term of this Agreement, Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000.00) per injury or illness.

**6.3 Acceptability of Insurers.** Each insurance policy required by this section shall be issued by a licensed company authorized to transact business by the Department of Insurance for the State of California with a current rating of A-VII or better (if an admitted carrier), or a current rating of A:X or better (if offered by a non-admitted insurer listed on the State of California List of Approved Surplus Line Insurers (LASLI)), by the latest edition of A.M. Best's Key Rating Guide, except that the OCFA will accept workers' compensation insurance from the State Compensation Fund. In the event the



OCFA determines that the Services to be performed under this Agreement creates an increased or decreased risk of loss to the OCFA, the Firm agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the OCFA.

**6.3.1** Firm shall immediately replace any insurer whose A.M. Best rating drops below the levels specified herein with an insurer that meets the minimum requirements herein.

**6.4 Specific Insurance Provisions and Endorsements.** Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the OCFA for written approval. Required insurance policies shall contain the following provisions, or Firm shall provide endorsements on forms approved by the OCFA to add the following provisions to the insurance policies:

**6.4.1 CGL and Auto Liability Endorsements.** The policy or policies of insurance required by this Agreement for CGL and Automobile Liability Insurance shall be endorsed as follows:

**6.4.1.1 Additional Insured:** The OCFA, its board members, officials, officers, employees, agents and volunteers, shall be additional insureds; and

**6.4.1.1.1 Additional Insured Endorsements:** Additional insured endorsements shall not (1) be restricted to "ongoing operations", (2) exclude "contractual liability", (3) restrict coverage to "sole" liability of Firm, (4) contain any other exclusions contrary to the Agreement; or (5) contain special limitations on the scope of protection afforded to additional insureds.

**6.4.1.2 Primary, Non-Contributing.** Each CGL and Auto Liability insurance policy shall be endorsed to be primary and any other insurance, deductible, or self-insurance maintained by the OCFA, its board members, officials, officers, employees, agents or volunteers, shall not contribute with the primary insurance.

**6.4.2 Notice of Cancellation:** Each policy of any type shall be endorsed to provide that coverage shall not be suspended, voided, cancelled, or modified, or reduced in coverage or in limits, except after thirty (30) days prior written notice has been provided to the OCFA. Notwithstanding the foregoing, if coverage is to be suspended, voided, or cancelled because of Firm's failure to pay the insurance premium, the notice provided by the insurer to OCFA shall be by not less than ten (10) days prior written notice. (A statement that notice will be provided "in accordance with the policy terms" or words to that effect is inadequate to meet the requirements of this Section).

**6.4.2.1 Pre-Payment of Policy Premium.** If for any reason an insurer declines to issue an endorsement certifying that it will notify OCFA in accordance with section 6.4.2, Firm shall either obtain insurance from another insurer who will provide the required notice endorsement or shall provide evidence satisfactory to OCFA that the entire policy premium for the full term of that policy has been pre-paid such that the risk of non-payment of premiums during the term of the policy has been eliminated.

**6.4.3 ACORD Forms Will Not Be Accepted in Lieu of Endorsements.** By executing this Agreement, Firm certifies that it has – prior to execution of this Agreement - confirmed that its insurance company will issue each of the endorsements required by this Agreement. Firm also certifies that it understands that "ACORD" Certificate of Liability Insurance forms will not be accepted in lieu of required endorsements.

**6.5 Deductibles and Self-Insured Retentions.** Any deductible or self-insured retention must be approved in writing by the OCFA in advance. The decision whether to approve or withhold approval of a deductible or self-insured retention shall be made by the OCFA in the OCFA's sole and absolute discretion. (Firm may request pre-approval from OCFA of a deductible or self-insured retention prior to submitting Firm's Scope of Services).

**6.6 Waiver of Subrogation.** All policies of Commercial General Liability and Automobile Liability Insurance shall contain or be endorsed to waive subrogation against the OCFA, its officials, officers, employees, agents and volunteers, or shall specifically allow Firm or others providing insurance evidence in compliance with the requirements set forth in this section to waive their right to recovery prior to a loss. Firm hereby agrees to waive its own right of subrogation against the OCFA, its officials, officers, employees, agents and volunteers.

**6.6.1 Waivers of Subrogation: Subconsultants and Subcontractors.** If OCFA approves the use of subconsultants or subcontractors for the performance of any portion of the Services, then Firm shall obtain from each subconsultant and subcontractor, and make available to OCFA upon request, written express waivers by each subconsultant and subcontractor of the right of subrogation against the OCFA, its officials, officers, employees, agents and volunteers, and policy endorsements of each of its subconsultants' and subcontractors' insurance policies waiving any rights of subrogation against the OCFA, its officials, officers, employees, agents and volunteers insurer. All such waivers and endorsements shall be obtained prior to commencement of any Services by each subconsultant or subcontractor.

**6.7 Evidence of Coverage.** Concurrently with the execution of the Agreement, Firm shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required to be maintained by Firm by this Section 5. Firm shall promptly furnish, at OCFA's request, copies of actual policies

including all declaration pages, endorsements, exclusions and any other policy documents OCFA requires to verify coverage.

**6.7.1** Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the OCFA for written approval.

**6.7.2 Authorized Signatures.** The certificates of insurance and original endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf.

**6.7.3 Renewal/Replacement Policies.** At least fifteen (15) days prior to the expiration of any policy required by this Agreement, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the OCFA. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Firm shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the OCFA evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies meeting all requirements of this Agreement.

**6.8 Requirements Not Limiting.** Requirement of specific coverage or minimum limits contained in this section are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance. Nothing in this section shall be construed as limiting in any way the indemnification provision contained in this Agreement, or the extent to which Firm may be held responsible for losses of any type or amount.

**6.9 Enforcement of Agreement (Non-Estoppel).** Firm acknowledges and agrees that actual or alleged failure on the part of the OCFA to inform Firm of any non-compliance with any of the insurance requirements set forth in this Agreement imposes no additional obligation on the OCFA nor does it waive any rights hereunder.

**6.10 Insurance for Subconsultants.** If OCFA approves the use of subconsultants or subcontractors for the performance of any portion of the Services, then Firm shall be responsible for causing each approved subconsultant and subcontractor to procure and maintain insurance in the same types and amounts required for Firm, and in full compliance with the insurance requirements set forth in this Agreement, except as otherwise authorized in writing by the Contract Manager.

**6.10.1 Delivery of Evidence of Subcontractor Insurance.** Upon request of OCFA, Firm shall deliver to OCFA all certificates of insurance and endorsements required from subcontractors and subconsultants. (Note: Firm's duty to obtain all required insurance for subcontractors and subconsultants required under this Agreement applies whether or not OCFA requests delivery of evidence of such coverage.)

**6.11 Other Insurance Requirements.** The following terms and conditions shall apply to the insurance policies required of Firm and its subconsultants and subcontractors, if any, pursuant to this Agreement:

**6.11.1** Firm shall provide immediate written notice to OCFA if (1) any of the insurance policies required herein are terminated, cancelled, suspended, or non-renewed (2) the limits of any of the insurance coverages required herein are reduced; (3) any required insurance coverage is reduced below the required minimum limits through claims or otherwise, or (4) the deductible or self-insured retention is increased.

**6.11.2** All insurance coverage and limits required under this Agreement are intended to apply to each insured, including additional insureds, against whom a claim is made or suit is brought to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the OCFA or its operations shall limit the application of such insurance coverage.

**6.11.3** None of the insurance coverages required herein will be in compliance with the requirements of this section if they include any limiting endorsement which substantially impairs the coverages set forth herein (e.g., elimination of contractual liability or reduction of discovery period), unless the endorsement has first been submitted to the OCFA and approved in writing.

**6.11.4** Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay the Project. It is Firm's obligation to ensure timely compliance with all insurance submittal requirements as provided herein and Firm agrees to reimburse OCFA for any losses resulting from its failure, or its subconsultants' or subcontractors' failure, to timely comply with the requirements of this Agreement.

**6.11.5** Firm agrees to ensure that subconsultants and subcontractors, if any, and any other parties involved with the Project who are brought onto or involved in the Project by Firm, provide the same minimum insurance coverage required of Firm. Firm agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Firm agrees that upon request, all agreements with, and evidence of insurance from, subconsultants and subcontractors and others engaged in performing any Services will be submitted to the OCFA for review.

**6.11.6** Firm agrees to provide immediate written notice to OCFA of any claim, demand or loss arising out of the Services performed under this Agreement and for any other claim, demand or loss which may reduce the insurance available to an amount less than required by this Agreement.



## **6.12 Indemnification.**

To the fullest extent permitted by law, Firm shall defend (at Firm's sole cost and expense with legal counsel reasonably acceptable to OCFA), indemnify and hold the OCFA, its board members, officials, officers, employees, agents and volunteers, free and harmless from any and all claims, demands, orders, causes of action, costs, expenses, liabilities, losses, penalties, judgments, arbitration awards, settlements, damages or injuries of any kind, in law or in equity, including but not limited to property or persons, including wrongful death, (collectively "Claims") in any manner arising out of, pertaining to, related to, or incident to any alleged acts, errors or omissions, or willful misconduct of Firm, its officers, directors, employees, subconsultants, subcontractors, agents or invitees in connection with performance under this Agreement, or in any manner arising out of, pertaining to, related to, or incident to an alleged breach of this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses.

Notwithstanding the foregoing, and only to the extent that the Services performed by Firm are subject to California Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Firm.

Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Firm's indemnification obligation or other liability hereunder. Notwithstanding the foregoing, such obligation to defend, hold harmless and indemnify the OCFA, its board members officials, officers, employees, agents and volunteers, shall not apply to the extent that such Claims are caused by the sole negligence or willful misconduct of that indemnified party.

## **7. RECORDS AND REPORTS**

### **7.1 Reports**

Firm shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Services required by this Agreement as the Contract Officer shall require.

### **7.2 Records**

Firm shall keep such books and records as shall be necessary to properly perform the Services required by this Agreement and enable the Contract Officer to evaluate the performance of such Services. Except as provided in Section 7.5, the Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit and make records and transcripts from such records.



### **7.3 Ownership of Documents**

Except as provided in Section 7.5, all drawings, specifications, reports, records, documents and other materials prepared by Firm in the performance of this Agreement shall be the property of OCFA and shall be delivered to OCFA upon request of the Contract Officer or upon the termination of this Agreement, and Firm shall have no claim for further employment or additional compensation as a result of the exercise by OCFA of its full rights or ownership of the documents and materials hereunder. Firm may retain copies of such documents for its own use. Firm shall have an unrestricted right to use the concepts embodied therein.

### **7.4 Release of Documents**

All drawings, specifications, reports, records, documents and other materials prepared by Firm in the performance of Services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer.

### **7.5 Confidential Materials**

Notwithstanding anything to the contrary in this Agreement, the Firm shall be the sole owner of Firm's work papers and of any other documents, data or information which are required to be maintained confidential from OCFA by one or more rules of professional conduct governing the Firm's profession(s) (collectively, the "Confidential Materials"). Neither the OCFA nor the Contract Officer shall have access to the Confidential Materials except as may otherwise be required by order issued by a court of competent jurisdiction.

## **8. ENFORCEMENT OF AGREEMENT**

### **8.1 California Law**

This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such county, and Firm covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

### **8.2 Waiver**

No delay or omission in the exercise of any right or remedy of a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of OCFA shall be deemed to waiver or render unnecessary OCFA's consent to or approval of any subsequent act of Firm. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

### **8.3 Rights and Remedies are Cumulative**

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

### **8.4 Legal Action**

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain injunctive relief, a declaratory judgment, or any other remedy consistent with the purposes of this Agreement.

### **8.5 Termination Prior to Expiration of Term**

OCFA reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to Firm, except that where termination is due to the fault of the Firm and constitutes an immediate danger to health, safety and general welfare, the period of notice shall be such shorter time as may be appropriate. Upon receipt of the notice of termination, Firm shall immediately cease all Services hereunder except such as may be specifically approved by the Contract Officer. Firm shall be entitled to compensation for all Services rendered prior to receipt of the notice of termination and for any Services authorized by the Contract Officer thereafter.

Firm may terminate this Agreement, with or without cause, upon thirty (30) days written notice to OCFA.

### **8.6 Termination for Default of Firm**

If termination is due to the failure of the Firm to fulfill its obligations under this Agreement, OCFA may take over the work and prosecute the same to completion by contract or otherwise, and the Firm shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the compensation herein stipulated, provided that OCFA shall use reasonable efforts to mitigate damages, and OCFA may withhold any payments to the Firm for the purpose of set-off or partial payment of the amounts owed to OCFA.

### **8.7 Attorneys' Fees**

If either party commences an action against the other party arising out of or in connection with this Agreement or its subject matter, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs of suit from the losing party.

**9. OCFA OFFICERS AND EMPLOYEES; NON-DISCRIMINATION**

**9.1 Non-Liability of OCFA Officers and Employees**

No officer or employee of OCFA shall be personally liable to the Firm, or any successor-in-interest, in the event of any default or breach by OCFA or for any amount which may become due to the Firm or its successor, or for breach of any obligation of the terms of this Agreement.

**9.2 Covenant Against Discrimination**

Firm covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination or segregation in the performance of or in connection with this Agreement regarding any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry. Firm shall take affirmative action to insure that applicants and employees are treated without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

**10. MISCELLANEOUS PROVISIONS**

**10.1 Confidentiality**

Information obtained by Firm in the performance of this Agreement shall be treated as strictly confidential and shall not be used by Firm for any purpose other than the performance of this Agreement without the written consent of OCFA.

**10.2 Notice**

Any notice, demand, request, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by pre-paid, first-class mail to the address set forth below. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated forty-eight (48) hours from the time of mailing if mailed as provided in this Section.

Orange County Fire Authority  
Attention: Debbie Casper  
1 Fire Authority Road  
Irvine, CA 92602

**WITH COPY TO:**  
David E. Kendig, General Counsel  
Woodruff, Spradlin & Smart  
555 Anton Blvd. Suite 1200  
Costa Mesa, CA 92626

To Firm:

Computer Aid, Inc.  
Attention: Timothy Nau  
1390 Ridgeview Dr.  
Allentown, PA 18104

#### **10.2 Integrated Agreement**

This Agreement contains all of the agreements of the parties and cannot be amended or modified except by written agreement.

#### **10.3 Amendment**

This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

#### **10.4 Severability**

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement, which shall be interpreted to carry out the intent of the parties hereunder.

#### **10.5 Corporate Authority**

The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement.

**[Signatures on Following Page]**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates stated below.

**"OCFA"**

**ORANGE COUNTY FIRE AUTHORITY**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Debbie Casper, C.P.M., CPPB  
Purchasing & Materials Manager

**APPROVED AS TO FORM.**

By:  \_\_\_\_\_

DAVID E. KENDIG  
GENERAL COUNSEL

**ATTEST:**

By: \_\_\_\_\_

Sherry A.F. Wentz  
Clerk of the Authority

Date: 11/13/19 \_\_\_\_\_

**"FIRM"**

**COMPUTER AID, INC.**

Date: 11/6/2019 \_\_\_\_\_

DocuSigned by:  
  
By: \_\_\_\_\_  
ED200A58D66B4AE...

Abe Hunter  
Executive Vice President

Date: 11/6/2019 \_\_\_\_\_

DocuSigned by:  
  
By: \_\_\_\_\_  
8647D6C6076743E...

Damien Graeff  
Vice President



## Exhibit "A"

### **Computer Aid, Inc. Proposal to Orange County Fire Authority (OCFA) utilizing the Sourcewell (formerly National Joint Powers Alliance "NJPA") contract pricing as detailed in the IT Staff Augmentation award #020817-CAI**

#### **Scope of Services**

This proposal is offered in response to the request from OCFA Information Technology (IT) Section to supply supplemental IT staff to support the OCFA Records Management System (RMS) project as detailed by OCFA IT.

Computer Aid, Inc. (CAI) will provide through its network any requested supplemental IT Staff as to OCFA to work under the direction of OCFA IT Staff. The types of additional staff needed will depend on the project demands and timeline as determined by OCFA IT Staff. CAI will coordinate the requests, provide OCFA IT Staff with screened candidates for selection, and coordinate payment and benefits to that supplemental staff through its network / existing system. The details, methods and terms and conditions are mutually agreed to by CAI and OCFA as set forth in this Agreement and the Sourcewell (formerly NJPA) Contract #020817-CAI, which is incorporated herein by reference. Any inconsistency existing between the terms of this Agreement and the Sourcewell (formerly NJPA) Contract #020817-CAI shall be resolved in favor of this Agreement.

The positions that may be potentially used to meet the request include but are not limited to:

System Architect	156.86/HR
.Net Developer	117.34/HR
UI/UX Developer	104.99/HR
GIS Developer	146.14/HR
Documentation Specialist	89.24/HR
Software Tester	91.85/HR

Orange County Fire Authority (OCFA) is currently undergoing a custom software development project to replace multiple legacy Records Management Systems (RMS). After researching Commercial off the shelf (COTS) solutions, they have determined that replacing a portion of their RMS systems with a custom developed software solution will provide the organization a more desirable solution, including the flexibility to grow the system as organizational needs change. A custom developed solution will also provide long-term cost savings by reducing the annual software maintenance that is required with COTS solutions. The project will focus on replacing the legacy Integrated Fire Prevention (IFP) system. The systems are used by OCFA Community Risk Reduction personnel for permitting, inspections, plans review, and other new construction related activities.

OCFA is requesting assistance in supplementing their existing IT staff resources in order to accomplish this effort. Supplemental resources have been identified as a System Architect, .NET Developers, UI/UX Developers, GIS Developer, Documentation Specialist, and Software Tester.

These resource needs are subject to change throughout the project life-cycle, but project timeline estimates the following based on CAI rates:

<b>Position</b>	<b>Hours</b>	<b>Bill Rate</b>	<b>Total</b>
System Architect	6,240	\$156.86	\$978,806
.Net Developer	9,880	\$117.34	\$1,159,319
UI/UX Developer	1,404	\$104.99	\$147,406
GIS Developer	1,440	\$146.14	\$210,442
Documentation Specialist	960	\$89.24	\$85,670
Software Tester	480	\$91.85	\$44,088
<b>Estimated Project Total</b>			<b>\$2,625,732</b>

**Orange County Fire Authority  
Public Safety Systems Replacement Project**

***Background***

The OCFA's Orange County Fire Incident Reporting System (OCFIRS) and Investigations Case Management System (ICMS), and the Integrated Fire Prevention (IFP) systems are all components of the OCFA's Records Management Systems (RMS). The RMS was included as part of an RFP published in January 2011 to replace and upgrade the OCFA's Public Safety Systems (PSS) which included the Computer Aided Dispatch (CAD). The OCFA's PSS RFP was written with the flexibility to consider single-vendor solutions that utilized Commercial off the Shelf (COTS) technology as much as possible, or multiple vendors partnering to provide an integrated solution, whichever was superior. Based on the respondents and a lack of a suitable single-vendor CAD/RMS solutions, it was decided to separate replacing CAD and RMS into independent projects.

A new TriTech CAD system was selected and successfully deployed (September 2014 go-live). The RMS selection process continued and OCFA started negotiations with FDM Software (FDM), a Canadian public safety solutions provider for their RMS in 2013. The contract negotiations included attending the FDM user group conference and on-site visits to FDM's facility in Vancouver, British Columbia, and other fire departments using FDM technology. After extensive due diligence, Staff decided that FDM was not viable solution for OCFA and recommended to the OCFA Executive Management team to end negotiations and consider other solutions.

None of the RFP responses for RMS replacement reviewed by staff met enough of OCFA's business requirements especially the desired new functions and technology. Integration with OCFA's GIS data and providing mobile applications that could remotely access the OCFA's RMS were highly desirable. Staff began investigating other solutions that could be developed with in-house resources using COTS technology with some custom development and programming. Staff also looked at individual components of some RMS vendors that could be interfaced together to meet OCFA's needs.

***Electronic Plans Review***

OCFA released a second RFP in 2014 for the electronic plan review (EPR) portion of the RMS and after evaluating responses, negotiations were opened with Tyler Technologies (Tyler). The price of Tyler's EPR product proved to be prohibitive leading staff to continue investigating other solutions. As a result, staff proposed developing with in-house resources a solution that leveraged OCFA's existing investment in Microsoft Office 365. A contract was awarded to Municipal Services Bureau (MSB) for the collection of online payments to meet the requirements of both Finance and Community Risk Reduction (CRR) departments. Executive Management and CRR agreed to move forward with an in-house developed EPR solution which went live in January 2017 with minimal expense.

Staff also developed and deployed several custom mobile applications that leverage the OCFA's extensive GIS data to enhance the CRR's inspections process including powerline inspection applications, wildland inspections, and other GIS-centric applications.

***OCFIRS/ICMS Replacement by In-House Developed Incident Reporting and Investigations System (IRIS)***

On March 22, 2018, the OCFA Executive Committee approved a CAI contract in the amount of \$1,257,412 to augment internal staff with contract Information Technology professionals to develop the Incident Reporting and Investigations case management components of the Public Safety Systems replacement project. CAI provided the following positions to assist staff in development of the new Incident Reporting and Investigations Systems (IRIS) that replaced the legacy OCFIRS and ICMS components of the RMS:

- System Architect
- .Net Developer
- Documentation Specialist
- Software Tester

The IRIS project development started in March 2018 and the core components of the IRIS system were completed and successfully went live in July, 2019 when the OCFIRS and ICMS were retired.

***IFP Replacement with In-House Developed Replacement System***

Staff is requesting approval of this contract amendment with Computer Aid, Inc. (CAI) to develop an in-house replacement for the IFP system, the final component of the PSS replacement project. If approved, CAI will provide supplemental IT professional services to supplement staff including the following positions:

- System Architect
- .Net Developer
- UI/UX Developer
- GIS Developer
- Documentation Specialist
- Software Tester

These contract Information Technology professionals will partner with OCFA staff for the core development, testing, and deployment of the new systems.

***Conclusion***

Based on the need for a customized solution to replace the IFP components of the RMS and the needs of the CRR dept., staff recommends approving and authorizing the Purchasing Manager to amend the current Professional Services Agreement with CAI and increase the total contract amount by \$2,625,732 to a new total amount of \$3,883,144 and to extend the existing two-year contract by an additional three-years for a new total contract term of five-years.



**Orange County Fire Authority**  
**AGENDA STAFF REPORT**

**Executive Committee Meeting**  
**November 21, 2019**

**Agenda Item No. 3E**  
**Consent Calendar**

**Contract Award for Archaeological and Environmental Services**

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**Contact(s) for Further Information**

Lori Smith, Assistant Chief  
Community Risk Reduction Department

[lorismith@ocfa.org](mailto:lorismith@ocfa.org)

714.573.6016

Brian Norton, Division Chief  
Special Operations Division

[briannorton@ocfa.org](mailto:briannorton@ocfa.org)

714.573.6761

**Summary**

This agenda item is submitted for approval to award a contract to The Chambers Group, Inc., the number one ranked firm, to provide archaeological and environmental services on an as-needed basis. The intent of the solicitation was to select a well-qualified environmental consulting firms with the experience, expertise, and personnel required to perform activities in support of regulatory compliance to support the CAL FIRE Invasive Tree Pest Mitigation and Fuels Reduction Grant requirements.

**Prior Board/Committee Action**

At its October 25, 2018, meeting, the Board of Directors accepted a 2017 CAL FIRE Fire Prevention Grant for Invasive Tree Pest Mitigation and Fuels Reduction.

**RECOMMENDED ACTION(S)**

Approve and authorize the Purchasing Manager to execute the proposed Professional Services Agreement with The Chambers Group, Inc. for archaeological and environmental services (on an as-needed basis) in an amount not to exceed \$1,852,450 for the three-year grant period through March 15, 2022.

**Impact to Cities/County**

Benefits are provided to all Orange County State Responsibility Area (SRA) Threat Zone communities with invasive tree pest infestations.

**Fiscal Impact**

Funding for this contract is available in the existing FY2019/20 Wildland Budget from CAL FIRE ORC Invasive Tree Pest Mitigation and Fuels Reduction grant.

**Background**

OCFA received a CAL FIRE grant to reduce the spread of invasive tree pests. The expected results are:

- Reduction in the accumulation of dead and dying materials caused by the tree pests,
- Limit the spread of pests into currently non-infested areas,
- And reducing the related wildfire and life safety risks from invasive tree pests.

The awarded firm will provide archaeological and environmental survey services for regulatory compliance for the removal of infested trees. The selected firms will provide OCFA with



professional and technical support for California Environmental Quality Act (CEQA) processes, biological services such as monitoring for nesting birds and any additional threatened or endangered species, and archaeological review to support CEQA processes. The grant was structured in a phased approach. The first phase included aerial mapping, data analysis and modeling. Last month the contract for the tree surveys, tagging and prioritization was awarded. This contract will begin the tree removal phase and will provide the required CEQA reporting in preparations for the actual tree removal.

### ***Request for Proposal (RFP) Process***

On July 11, 2019, RFP RO2378 was issued to solicit competitive proposals for biological and archaeological survey services. A non-mandatory pre-proposal meeting was held on July 23, 2019, with nineteen firms attending the meeting. Final proposals were due on August 7, 2019, and seven responsive proposals were received. The proposals were evaluated based on the criteria and point structure as defined in the RFP: method of approach (40), qualifications & experience (35), and proposed costs (25). Following the written proposal evaluation, the evaluation committee conducted interviews with the representatives from Wood Environment and Infrastructure Solutions, Inc., Cardno, Inc., and The Chambers Group, Inc. Upon completion of the proposal evaluation and interviews, The Chambers Group, Inc. was the number one ranked firm in the RFP process.

The Chambers Group, Inc. proposal offers extensive services including experienced personnel, and specialized equipment. This firm has experience providing these services to other public agencies. Chambers will conduct cultural resources records checks, surveys and monitoring of entire project areas, as well as biological surveying for nesting avian species and endangered and threatened species.

Pursuant to the terms of the RFP, staff requested a Best and Final Offer (BAFO) from The Chambers Group. As a result of the request for BAFO, The Chambers Group lowered their initial offer by \$134,400 and will provide OCFA with (CEQA) documentation for compliance with the grant process. Additional information on the evaluation scoring and BAFO pricing is provided in Attachment 1.

### ***Recommendation***

Staff is recommending the award of the contract to The Chambers Group, Inc., the number one ranked firm in the RFP process and approval and authorization for the Purchasing Manager to execute a contract for the duration of the CAL Fire grant period through March 15, 2022 at a total amount not to exceed \$1,852,450.

### ***Attachment(s)***

1. Evaluation Scoring
2. Proposed Agreement (Available in the Office of the Clerk and on-line at [www.ocfa.org](http://www.ocfa.org))

**Evaluation**

An evaluation team consisting of two OCFA staff members and one OC Conservation staff member evaluated the seven responsive proposals received from the following firms:

- Wood Environment & Infrastructure Solutions, Inc.
- Cardno, Inc.
- Chambers Group, Inc.
- Psomas
- Cogstone Resource Management, Inc.
- Hana Resources, Inc.
- LSA Associates, Inc.

Proposals were evaluated based on the criteria and point structure as defined in the RFP with costs ranging from \$350,000 to \$314,044,680. The large variation in costs were due to the level of services that were proposed by each firm and reflected different levels of understanding for the project as it was presented in the RFP. The proposal with the highest overall cost provided a cost estimate inclusive of all services for each acre identified while the proposal with the lowest cost provided a cost estimate based on a basic daily rate and an assumption of a small total area requiring services. Additional costs will be incurred if a higher level of services and/or areas of interest increased.

In-person interviews were conducted with representatives from the three highest ranked firms, Cardno, Inc. Chambers Group, Inc., and Wood Environment and Infrastructure Solutions. Upon completion of the interviews, Chambers Group's proposal was ranked number one overall. Final evaluation scores, are shown in the tables below:

	Cardno, Inc.			Chambers Group, Inc.			Wood Environment & Infrastructure Solns		
<b>Cost Proposal</b>	<b>\$1,035,401</b>			<b>\$1,986,850</b>			<b>\$350,000</b>		
Evaluators	1	2	3	1	2	3	1	2	3
A. Method of Approach (40)	40	40	40	40	40	40	38	40	40
B. Qualifications & Experience (35)	35	35	33.25	33.25	33.25	35	28	33.25	35
C. Proposed Costs (25)	8.45	8.45	8.45	4.40	4.40	4.40	25.00	25.00	25.00
Sum of Proposal Scores (W/O Cost)	75	75	73.25	73.25	73.25	75	66	73.25	75
Sum of Proposal Scores	83.5	83.5	81.7	77.7	77.7	79.4	91.0	98.3	100.0
Ranking	<b>2</b>	<b>2</b>	<b>2</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>1</b>	<b>1</b>	<b>1</b>
Written Sum of Ranking	<b>6</b>			<b>9</b>			<b>3</b>		
Interview/Questions (30)	13.5	24	15	30	30	30	4.5	4.5	3
Sum of Interview Ratings	13.5	24.0	15.0	30.0	30.0	30.0	4.5	4.5	3.0
Total of both written & presentation	<b>97.0</b>	<b>107.5</b>	<b>96.7</b>	<b>107.7</b>	<b>107.7</b>	<b>109.4</b>	<b>95.5</b>	<b>102.8</b>	<b>103.0</b>
Ranking with Presentation	<b>2</b>	<b>2</b>	<b>2</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>3</b>	<b>3</b>	<b>3</b>
Sum of Ranking w/Interview	<b>6</b>			<b>3</b>			<b>9</b>		

**Best and Final Offer Pricing****Chambers Group Inc**

<b>Item</b>	<b>Description (Total project scope of 163,992 acres)</b>	<b>Original Offer</b>	<b>BAFO</b>
1	Archaelological survey and/or review	\$947,000	\$757,600
2	Biological survey and/or review (includes monitoring)	\$974,600	\$974,600
3	Other (Project Meetings)	\$21,750	\$21,750
4	Other (Phone and Email Coordination/Communication)	\$43,500	\$43,500
5*	Notices of Exemption \$5,500 EA; Estimated Qty: 10	N/A	\$55,000
	Total Cost for Project Services as Described	\$1,986,850	\$1,852,450
	Total Savings (\$189,400 reduction in line 1 + additional services provided in line 5*)		\$134,400

*\*Line item 5 was requested by the evaluation team to be included as part of the contract for additional project-related compliance services as needed.*

**ORANGE COUNTY FIRE AUTHORITY  
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into this \_\_\_\_ day of November, 2019, by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and Chambers Group, Inc., a California Corporation, hereinafter referred to as "Firm". OCFA and Firm are sometimes individually referred to herein as a "Party" and collectively as the "Parties".

**RECITALS<sup>1</sup>**

WHEREAS, OCFA requires the services of a qualified firm to provide as-needed archaeological and environmental services as requested in RFP RO2378, hereinafter referred to as "Project"; and

WHEREAS, Firm has submitted to OCFA a proposal dated August 7, 2019, a copy of which is attached hereto as Exhibit "A" and is incorporated herein by this reference ("Proposal"); and

WHEREAS, based on its experience and reputation, Firm is qualified to provide the necessary services for the Project and desires to provide such services; and

WHEREAS, OCFA desires to retain the services of Firm for the Project.

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, OCFA agrees to employ and does hereby employ Firm and Firm agrees to provide professional services as follows:

**AGREEMENT**

**1. PROFESSIONAL SERVICES**

**1.1 Scope of Services**

In compliance with all terms and conditions of this Agreement, Firm shall provide those services specified in Firm's Proposal attached hereto as Exhibit "A." The Scope of Services includes by reference and by addendum: (1) OCFA's Request for Proposal, RFP RO2378, dated July 11, 2019 ("RFP"), (2) Firm's Proposal, as modified by Firm's Best and Final Offer dated October 4, 2019, and (3) any amendments, addendums, change orders, or modifications mutually agreed upon by the parties hereto ("Services" or "Work"). Firm warrants that all Services shall be performed in a competent, professional and satisfactory manner in accordance with all standards prevalent in the same profession in the State of California. Firm represents and warrants that it and all employees, subconsultants and subcontractors providing any Services pursuant to this

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agreement shall have a sufficient skill and experience to perform the Services. All Services shall be completed to the reasonable satisfaction of the OCFA. In the event of any inconsistency between the terms contained in the Firm's Proposal, OCFA's RFP and/or the terms set forth in the main body of this Agreement, the terms set forth in the main body of this Agreement and then the RFP shall govern, in that order.

## **1.2 Compliance with Law**

All Services rendered hereunder shall be provided in accordance with all laws, ordinances, resolutions, statutes, rules, and regulations of OCFA and any federal, state or local governmental agency of competent jurisdiction.

## **1.3 Licenses and Permits**

Firm shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the Services required by this Agreement.

## **1.4 Familiarity with Work**

By executing this Agreement, Firm warrants that Firm (a) has thoroughly investigated and considered the Work to be performed, (b) has investigated the site of the Work and become fully acquainted with the conditions there existing, (c) has carefully considered how the Work should be performed, and (d) fully understands the facilities, difficulties and restrictions attending performance of the Work under this Agreement. Should the Firm discover any latent or unknown conditions materially differing from those inherent in the Work or as represented by OCFA, Firm shall immediately inform OCFA of such fact and shall not proceed with any Work except at Firm's risk until written instructions are received from the Contract Officer.

## **1.5 Care of Work**

Firm shall adopt and follow reasonable procedures and methods during the term of the Agreement to prevent loss or damage to materials, papers or other components of the work, and shall be responsible for all such damage until acceptance of the work by OCFA, except such loss or damages as may be caused by OCFA's own negligence.

## **1.6 Additional Services**

Firm shall perform services in addition to those specified in the Proposal when directed to do so in writing by the Contract Officer, provided that Firm shall not be required to perform any additional services without compensation. Any additional compensation not exceeding ten percent (10%) of the original Agreement sum must be approved in writing by the Contract Officer. Any greater increase must be approved in writing by the Purchasing Manager.



## **2. TIME FOR COMPLETION**

The time for completion of the Services to be performed by Firm is an essential condition of this Agreement. Firm shall prosecute regularly and diligently the work of this Agreement according to the schedules set forth in Firm's proposal. Firm shall not be accountable for delays in the progress of its work caused by any condition beyond its control and without the fault or negligence of Firm. Delays shall not entitle Firm to any additional compensation regardless of the party responsible for the delay.

## **3. COMPENSATION OF FIRM**

### **3.1 Compensation of Firm**

For the Services rendered pursuant to this Agreement, Firm shall be compensated and reimbursed, in accordance with the Firm's Best and Final Offer dated October 4, 2019 set forth in Exhibit "A," in an amount not to exceed One Million, Eight Hundred Fifty-Two Thousand, Four Hundred Fifty Dollars (\$1,852,450) as outlined in the proposal attached as "Exhibit A." Notwithstanding any provisions to the contrary, OCFA shall pay Firm only for those services requested and approved in advance in writing by OCFA.

### **3.2 Method of Payment**

In any month in which Firm wishes to receive payment, Firm shall no later than the first working day of such month, submit to OCFA in the form approved by OCFA's Director of Finance, an invoice for Services rendered prior to the date of the invoice. OCFA shall pay Firm for all expenses stated thereon which are approved by OCFA consistent with this Agreement, within thirty (30) days of receipt of Firm's invoice.

### **3.3 Changes**

In the event any change or changes in the work is requested by OCFA, the parties hereto shall execute an addendum to this Agreement, setting forth with particularity all terms of such addendum, including, but not limited to, any additional fees. Addenda may be entered into:

A. To provide for revisions or modifications to documents or other work product or work when documents or other work product or work is required by the enactment or revision of law subsequent to the preparation of any documents, other work product or work;

B. To provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Firm's profession.

### **3.4 Appropriations**

This Agreement is subject to and contingent upon funds being appropriated therefore by the OCFA Board of Directors for each fiscal year covered by the Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to OCFA.

## **4. PERFORMANCE SCHEDULE**

### **4.1 Time of Essence**

Time is of the essence in the performance of this Agreement.

### **4.2 Schedule of Performance**

All Services rendered pursuant to this Agreement shall be performed within the time periods prescribed in Firm's Proposal, attached hereto as Exhibit "A". The extension of any time period specified in Exhibit "A" must be approved in writing by the Contract Officer.

### **4.3 Force Majeure**

The time for performance of Services to be rendered pursuant to this Agreement may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Firm, including, but not restricted to, acts of God or of a public enemy, acts of the government, fires, earthquakes, floods, epidemic, quarantine restrictions, riots, strikes, freight embargoes, and unusually severe weather if the Firm shall within ten (10) days of the commencement of such condition notify the Contract Officer who shall thereupon ascertain the facts and the extent of any necessary delay, and extend the time for performing the Services for the period of the enforced delay when and if in the Contract Officer's judgment such delay is justified, and the Contract Officer's determination shall be final and conclusive upon the parties to this Agreement.

### **4.4 Term**

This Agreement shall continue in full force and effect until satisfactory completion of the Services, unless earlier terminated in accordance with Sections 8.5 or 8.6 of this Agreement through March 15, 2022, unless extended by mutual written agreement of the parties.

## **5. COORDINATION OF WORK**

### **5.1 Representative of Firm**

The following principal of the Firm is hereby designated as being the principal and representative of Firm authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith: Paul Morrissey, Director of Biology

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principal is a substantial inducement for OCFA to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Firm and devoting sufficient time to personally supervise the Services hereunder. The foregoing principal may not be changed by Firm without the express written approval of OCFA.

### **5.2 Contract Officer**

The Contract Officer shall be David Erickson, Wildland Fire Defense Planner, unless otherwise designated in writing by OCFA. It shall be the Firm's responsibility to keep the Contract Officer fully informed of the progress of the performance of the Services and Firm shall refer any decisions that must be made by OCFA to the Contract Officer. Unless otherwise specified herein, any approval of OCFA required hereunder shall mean the approval of the Contract Officer.

### **5.3 Prohibition Against Subcontracting or Assignment**

**5.3.1 No Subcontracting Without Prior Approval.** The experience, knowledge, capability and reputation of Firm, its principals and employees, and the Firm Representative were a substantial inducement for OCFA to enter into this Agreement. Therefore, Firm shall not contract with any other entity to perform in whole or in part the Services required hereunder without the express written approval of OCFA.

**5.3.2 Provisions in the Event Subcontractor(s) Are Authorized.** If Firm is authorized to subcontract any part of the Services as provided in Section 5.3.1, Firm shall be responsible to OCFA for the acts and omissions of its subcontractor(s) and subconsultant(s) in the same manner as it is for persons directly employed. For purposes of this Agreement, all persons engaged in the performance of Services will be considered employees of Firm. OCFA will deal directly with and will make all payments to Firm. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and OCFA. Firm shall ensure that all subcontractor insurance requirements set forth in Section 6 below (including its subsections) are complied with prior to commencement of Services by each subcontractor.

**5.3.2.1 Withholding Payment for Non-Authorized Subcontractors.** OCFA shall have the right to withhold payment from Firm for Services performed by any subcontractor or subconsultant performing Services but not authorized in writing by OCFA, or regarding which the insurance or other requirements under this Agreement have not been satisfied.

**5.3.3 Assignments.** Neither this Agreement nor any interest herein may be assigned, transferred, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of OCFA. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Firm, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Firm or any surety of Firm from any liability hereunder without the express written consent of OCFA.

#### **5.4 Independent Contractor**

**5.4.1** The legal relationship between the Parties is that of an independent contractor, and nothing herein shall be deemed to make Contractor, or any of its personnel, an OCFA employee. During the performance of this Agreement, Firm and its officers, employees, and agents shall act in an independent capacity and shall not act as OCFA officers or employees. Firm will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. The personnel performing the Services under this Agreement on behalf of Firm shall at all times be under Firm's exclusive direction and control. Neither OCFA nor any of its officials, officers, employees, agents or volunteers shall have control over the conduct of Firm or any of its officers, employees, or agents, except as set forth in this Agreement. Firm, its officers, employees or agents, shall not maintain a permanent office or fixed business location at OCFA's offices. OCFA shall have no voice in the selection, discharge, supervision, or control of Firm's officers, employees, representatives or agents or in fixing their number, compensation, or hours of service. Firm shall pay all wages, salaries, and other amounts due its employees in connection with the performance of Services under this Agreement and shall be responsible for all reports and obligations respecting them, including but not limited to social security income tax withholding, unemployment compensation, workers' compensation, and other similar matters. OCFA shall not in any way or for any purpose be deemed to be a partner of Firm in its business or otherwise a joint venturer or a member of any joint enterprise with Firm.

**5.4.2** Firm shall not incur or have the power to incur any debt, obligation, or liability against OCFA, or bind OCFA in any manner.

**5.4.3** No OCFA benefits shall be available to Firm, its officers, employees, or agents, in connection with the performance of any Work or Services under this Agreement. Except for professional fees paid to Firm as provided for in this

Agreement, OCFA shall not pay salaries, wages, or other compensation to Firm for the performance of any Work or Services under this Agreement. OCFA shall not be liable for compensation or indemnification to Firm, its officers, employees, or agents, for injury or sickness arising out of performing any Work or Services hereunder. If for any reason any court or governmental agency determines that the OCFA has financial obligations, other than pursuant to Section 2 herein, of any nature relating to salary, taxes, or benefits of Firm's officers, employees, representatives, agents, or subconsultants or subcontractors, Firm shall defend, indemnify, and hold harmless OCFA from and against all such financial obligations.

## **5.6 Employee Retirement System Eligibility Indemnification**

**5.6.1** In the event that Firm or any employee, agent, or subcontractor of Firm providing any Work or Services under this Agreement claims or is determined by a court of competent jurisdiction to be eligible for enrollment in an employee retirement system as an employee of the OCFA, Firm shall indemnify, defend, and hold harmless OCFA against: (1) all such claim(s) and determination(s); (2) for the payment of any employee and/or employer contributions for employee retirement system benefits on behalf of Firm or its employees, agents or subcontractors; and (3) the payment of any penalties and interest on such contributions which would otherwise be the responsibility of the OCFA.

**5.6.2** Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing any Work or Services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by OCFA, including but not limited to eligibility to enroll in an employee retirement system as an employee of OCFA and entitlement to any contribution to be paid by OCFA for employer contribution and/or employee contributions for employee retirement system benefits.

## **6. INSURANCE AND INDEMNIFICATION**

**6.1 Compliance with Insurance Requirements.** Firm shall obtain, maintain, and keep in full force and effect during the term of this Agreement, at its sole cost and expense, and in a form and content satisfactory to OCFA, all insurance required under this section. Firm shall not commence any Services under this Agreement unless and until it has provided evidence satisfactory to OCFA that it has secured all insurance required under this section. If Firm's existing insurance policies do not meet the insurance requirements set forth herein, Firm agrees to amend, supplement or endorse the policies to meet all requirements herein.

**6.2 Types of Insurance Required.** Without limiting the indemnity provisions set forth in this Agreement, Firm shall obtain and maintain in full force and effect during the term of this Agreement, including any extension thereof, the following policies of insurance:



**6.2.1 Professional Liability/Errors and Omissions Insurance ("PLI").** Firm shall obtain and maintain PLI insurance applicable to each licensed profession practiced by Firm. Firm shall maintain PLI insurance with per-claim and aggregate limits no lower than one million dollars (\$1,000,000.00) each occurrence and two million dollars (\$2,000,000.00) aggregate. Covered professional services shall specifically include all Services to be performed under the Agreement and the policy shall be endorsed to delete any exclusions that may exclude coverage for claims within the minimum PLI Limits for the Services to be performed under this Agreement.

**6.2.1.1** The PLI policy shall be endorsed to delete any Contractual Liability Exclusion. The PLI shall include contractual liability coverage applicable to this Agreement. The policy must "pay on behalf of" the insured, and include a provision establishing the insurer's duty to defend the insured.

**6.2.1.2** If the PLI policy of insurance is written on a "claims-made" basis, the policy shall be continued in full force and effect at all times during the term of this Agreement, and for a period of three (3) years from the date of the completion of all Services provided hereunder (the "PLI Coverage Period"). If any PLI policy is replaced, cancelled, non-renewed, discontinued, or otherwise terminated, or if the limits of a PLI policy are reduced or the available coverage depleted below the required minimum coverage amounts for any reason during the PLI Coverage Period, Firm shall immediately obtain replacement PLI coverage meeting the requirements of this Section 6.2.1. Such replacement coverage shall satisfy all requirements herein, and shall include coverage for the prior acts or omissions of Firm during the time period during which any Services were performed. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier or other insurance arrangements providing for complete coverage, either of which shall be subject to the written approval by the OCFA.

**6.2.1.3** If the PLI policy is written on an "occurrence" basis, the policy shall be continued in full force and effect during the term of this Agreement, or until completion of the Services provided for in this Agreement, whichever is later. In the event of termination of the PLI policy during this period, new coverage shall immediately be obtained, and written evidence of the policy shall be immediately provided to OCFA, to ensure PLI coverage during the entire course of performing the Services.

**6.2.1.4** Firm shall not perform any Services at any time during which required types or amounts of PLI insurance are not in effect, and OCFA shall have no obligation to pay Firm for Services performed while required PLI insurance is not in effect.

**6.2.2 Commercial General Liability Insurance.** Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal &

advertising injury with limits no less than one million dollars (\$1,000,000.00) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. CGL insurance shall be provided on an occurrence-based coverage form; a "claims made" CGL policy is not acceptable. Firm shall maintain CGL insurance with per-claim, aggregate and products and operations completed limits no lower than the minimum CGL coverage limits set forth above. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for any of the following: (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) any other exclusion contrary to this Agreement.

**6.2.3 Automobile Liability Insurance.** Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Automobile liability insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) combined limit for each occurrence covering bodily injury, disease and property damage. Defense costs shall be paid in addition to the policy limits. The policy shall specifically include coverage for owned, non-owned, leased, and hired automobiles, and be endorsed to eliminate any exclusion applicable to any of them.

**6.2.4 Workers' Compensation Insurance.** Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Workers' Compensation Insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements applicable in the State of California. Firm hereby waives on its own behalf, and shall obtain an endorsement from its workers' compensation insurer waiving on the insurance company's behalf, all rights of subrogation against the OCFA, its board members, officials, officers, employees, agents and volunteers.

**6.2.4.1** If subconsultants or subcontractors are used, Firm shall require each of its subconsultants and subcontractors, if any, to waive all rights of subrogation, and to obtain endorsements from the subconsultants'/subcontractors' workers' compensation insurers waiving all rights of subrogation, against the OCFA, its board members, officials, officers, employees, agents and volunteers.

**6.2.4.2** Firm and each of its subconsultants and subcontractors shall also maintain, in full force and effect throughout the term of this Agreement, Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000.00) per injury or illness.

**6.3 Acceptability of Insurers.** Each insurance policy required by this section shall be issued by a licensed company authorized to transact business by the Department of Insurance for the State of California with a current rating of A:VII or better (if an admitted carrier), or a current rating of A:X or better (if offered by a non-admitted insurer listed on the State of California List of Approved Surplus Line Insurers (LASLI)), by the latest edition of A.M. Best's Key Rating Guide, except that the OCFA will accept

workers' compensation insurance from the State Compensation Fund. In the event the OCFA determines that the Services to be performed under this Agreement creates an increased or decreased risk of loss to the OCFA, the Firm agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the OCFA.

**6.3.1** Firm shall immediately replace any insurer whose A.M. Best rating drops below the levels specified herein with an insurer that meets the minimum requirements herein.

**6.4 Specific Insurance Provisions and Endorsements.** Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the OCFA for written approval. Required insurance policies shall contain the following provisions, or Firm shall provide endorsements on forms approved by the OCFA to add the following provisions to the insurance policies:

**6.4.1 CGL and Auto Liability Endorsements.** The policy or policies of insurance required by this Agreement for CGL and Automobile Liability Insurance shall be endorsed as follows:

**6.4.1.1 Additional Insured:** The OCFA, its board members, officials, officers, employees, agents and volunteers, shall be additional insureds; and

**6.4.1.1.1 Additional Insured Endorsements:** Additional insured endorsements shall not (1) be restricted to "ongoing operations", (2) exclude "contractual liability", (3) restrict coverage to "sole" liability of Firm, (4) contain any other exclusions contrary to the Agreement; or (5) contain special limitations on the scope of protection afforded to additional insureds.

**6.4.1.2 Primary, Non-Contributing.** Each CGL and Auto Liability insurance policy shall be endorsed to be primary and any other insurance, deductible, or self-insurance maintained by the OCFA, its board members, officials, officers, employees, agents or volunteers, shall not contribute with the primary insurance.

**6.4.2 Notice of Cancellation:** Each policy of any type shall be endorsed to provide that coverage shall not be suspended, voided, cancelled, or modified, or reduced in coverage or in limits, except after thirty (30) days prior written notice has been provided to the OCFA. Notwithstanding the foregoing, if coverage is to be suspended, voided, or cancelled because of Firm's failure to pay the insurance premium, the notice provided by the insurer to OCFA shall be by not less than ten (10) days prior written notice. (A statement that notice will be provided "in accordance with the policy terms" or words to that effect is inadequate to meet the requirements of this Section).

**6.4.2.1 Pre-Payment of Policy Premium.** If for any reason an insurer declines to issue an endorsement certifying that it will notify OCFA in accordance with section 6.4.2, Firm shall either obtain insurance from another insurer who will provide the required notice endorsement or shall provide evidence satisfactory to OCFA that the entire policy premium for the full term of that policy has been pre-paid such that the risk of non-payment of premiums during the term of the policy has been eliminated.

**6.4.3 ACORD Forms Will Not Be Accepted in Lieu of Endorsements.** By executing this Agreement, Firm certifies that it has – prior to execution of this Agreement - confirmed that its insurance company will issue each of the endorsements required by this Agreement. Firm also certifies that it understands that "ACORD" Certificate of Liability Insurance forms will not be accepted in lieu of required endorsements.

**6.5 Deductibles and Self-Insured Retentions.** Any deductible or self-insured retention must be approved in writing by the OCFA in advance. The decision whether to approve or withhold approval of a deductible or self-insured retention shall be made by the OCFA in the OCFA's sole and absolute discretion. (Firm may request pre-approval from OCFA of a deductible or self-insured retention prior to submitting Firm's Proposal).

**6.6 Waiver of Subrogation.** All policies of Commercial General Liability and Automobile Liability Insurance shall contain or be endorsed to waive subrogation against the OCFA, its officials, officers, employees, agents and volunteers, or shall specifically allow Firm or others providing insurance evidence in compliance with the requirements set forth in this section to waive their right to recovery prior to a loss. Firm hereby agrees to waive its own right of subrogation against the OCFA, its officials, officers, employees, agents and volunteers.

**6.6.1 Waivers of Subrogation: Subconsultants and Subcontractors.** If OCFA approves the use of subconsultants or subcontractors for the performance of any portion of the Services, then Firm shall obtain from each subconsultant and subcontractor, and make available to OCFA upon request, written express waivers by each subconsultant and subcontractor of the right of subrogation against the OCFA, its officials, officers, employees, agents and volunteers, and policy endorsements of each of its subconsultants' and subcontractors' insurance policies waiving any rights of subrogation against the OCFA, its officials, officers, employees, agents and volunteers insurer. All such waivers and endorsements shall be obtained prior to commencement of any Services by each subconsultant or subcontractor.

**6.7 Evidence of Coverage.** Concurrently with the execution of the Agreement, Firm shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required to be maintained by Firm by this Section 5. Firm shall promptly furnish, at OCFA's request, copies of actual policies

including all declaration pages, endorsements, exclusions and any other policy documents OCFA requires to verify coverage.

**6.7.1** Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the OCFA for written approval.

**6.7.2 Authorized Signatures.** The certificates of insurance and original endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf.

**6.7.3 Renewal/Replacement Policies.** At least fifteen (15) days prior to the expiration of any policy required by this Agreement, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the OCFA. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Firm shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the OCFA evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies meeting all requirements of this Agreement.

**6.8 Requirements Not Limiting.** Requirement of specific coverage or minimum limits contained in this section are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance. The insurance obligations under this Agreement shall be: (1) all the insurance coverage and/or limits carried by or available to Firm; or (2) the minimum insurance coverage requirements and/or limits shown in this Agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the OCFA. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Firm under this Agreement. Nothing in this section shall be construed as limiting in any way the indemnification provision contained in this Agreement, or the extent to which Firm may be held responsible for losses of any type or amount.

**6.9 Enforcement of Agreement (Non-Estoppel).** Firm acknowledges and agrees that actual or alleged failure on the part of the OCFA to inform Firm of any non-compliance with any of the insurance requirements set forth in this Agreement imposes no additional obligation on the OCFA nor does it waive any rights hereunder.

**6.10 Insurance for Subconsultants.** If OCFA approves the use of subconsultants or subcontractors for the performance of any portion of the Services, then Firm shall be responsible for causing each approved subconsultant and subcontractor to procure and maintain insurance in the same types and amounts required for Firm, and in full compliance with the insurance requirements set forth in this Agreement, except as otherwise authorized in writing by the Contract Manager.



**6.10.1 Delivery of Evidence of Subcontractor Insurance.** Upon request of OCFA, Firm shall deliver to OCFA all certificates of insurance and endorsements required from subcontractors and subconsultants. (Note: Firm's duty to obtain all required insurance for subcontractors and subconsultants required under this Agreement applies whether or not OCFA requests delivery of evidence of such coverage.)

**6.11 Other Insurance Requirements.** The following terms and conditions shall apply to the insurance policies required of Firm and its subconsultants and subcontractors, if any, pursuant to this Agreement:

**6.11.1** Firm shall provide immediate written notice to OCFA if (1) any of the insurance policies required herein are terminated, cancelled, suspended, or non-renewed (2) the limits of any of the insurance coverages required herein are reduced; (3) any required insurance coverage is reduced below the required minimum limits through claims or otherwise, or (4) the deductible or self-insured retention is increased.

**6.11.2** All insurance coverage and limits required under this Agreement are intended to apply to each insured, including additional insureds, against whom a claim is made or suit is brought to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the OCFA or its operations shall limit the application of such insurance coverage.

**6.11.3** None of the insurance coverages required herein will be in compliance with the requirements of this section if they include any limiting endorsement which substantially impairs the coverages set forth herein (e.g., elimination of contractual liability or reduction of discovery period), unless the endorsement has first been submitted to the OCFA and approved in writing.

**6.11.4** Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay the Project. It is Firm's obligation to ensure timely compliance with all insurance submittal requirements as provided herein and Firm agrees to reimburse OCFA for any losses resulting from its failure, or its subconsultants' or subcontractors' failure, to timely comply with the requirements of this Agreement.

**6.11.5** Firm agrees to ensure that subconsultants and subcontractors, if any, and any other parties involved with the Project who are brought onto or involved in the Project by Firm, provide the same minimum insurance coverage required of Firm. Firm agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Firm agrees that upon request, all agreements with, and evidence of insurance from, subconsultants and subcontractors and others engaged in performing any Services will be submitted to the OCFA for review.

**6.11.6** Firm agrees to provide immediate written notice to OCFA of any claim, demand or loss arising out of the Services performed under this Agreement and for any other claim, demand or loss which may reduce the insurance available to an amount less than required by this Agreement.

#### **6.12 Indemnification.**

To the fullest extent permitted by law, Firm shall defend (at Firm's sole cost and expense with legal counsel reasonably acceptable to OCFA), indemnify and hold the OCFA, its board members, officials, officers, employees, agents and volunteers, free and harmless from any and all claims, demands, orders, causes of action, costs, expenses, liabilities, losses, penalties, judgments, arbitration awards, settlements, damages or injuries of any kind, in law or in equity, including but not limited to property or persons, including wrongful death, (collectively "Claims") in any manner arising out of, pertaining to, related to, or incident to any alleged acts, errors or omissions, or willful misconduct of Firm, its officers, directors, employees, subconsultants, subcontractors, agents or invitees in connection with performance under this Agreement, or in any manner arising out of, pertaining to, related to, or incident to an alleged breach of this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses.

Notwithstanding the foregoing, and only to the extent that the Services performed by Firm are subject to California Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Firm.

Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Firm's indemnification obligation or other liability hereunder. Notwithstanding the foregoing, such obligation to defend, hold harmless and indemnify the OCFA, its board members officials, officers, employees, agents and volunteers, shall not apply to the extent that such Claims are caused by the sole negligence or willful misconduct of that indemnified party.

### **7. RECORDS AND REPORTS**

#### **7.1 Reports**

Firm shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Services required by this Agreement as the Contract Officer shall require.

#### **7.2 Records**

Firm shall keep such books and records as shall be necessary to properly perform the Services required by this Agreement and enable the Contract Officer to

evaluate the performance of such Services. Except as provided in Section 7.5, the Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit and make records and transcripts from such records.

### **7.3 Ownership of Documents**

Except as provided in Section 7.5, all drawings, specifications, reports, records, documents and other materials prepared by Firm in the performance of this Agreement shall be the property of OCFA and shall be delivered to OCFA upon request of the Contract Officer or upon the termination of this Agreement, and Firm shall have no claim for further employment or additional compensation as a result of the exercise by OCFA of its full rights or ownership of the documents and materials hereunder. Firm may retain copies of such documents for its own use. Firm shall have an unrestricted right to use the concepts embodied therein.

### **7.4 Release of Documents**

All drawings, specifications, reports, records, documents and other materials prepared by Firm in the performance of Services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer.

### **7.5 Confidential Materials**

Notwithstanding anything to the contrary in this Agreement, the Firm shall be the sole owner of Firm's work papers and of any other documents, data or information which are required to be maintained confidential from OCFA by one or more rules of professional conduct governing the Firm's profession(s) (collectively, the "Confidential Materials"). Neither the OCFA nor the Contract Officer shall have access to the Confidential Materials except as may otherwise be required by order issued by a court of competent jurisdiction.

## **8. ENFORCEMENT OF AGREEMENT**

### **8.1 California Law**

This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such county, and Firm covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

## **8.2 Waiver**

No delay or omission in the exercise of any right or remedy of a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of OCFA shall be deemed to waive or render unnecessary OCFA's consent to or approval of any subsequent act of Firm. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

## **8.3 Rights and Remedies are Cumulative**

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

## **8.4 Legal Action**

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain injunctive relief, a declaratory judgment, or any other remedy consistent with the purposes of this Agreement.

## **8.5 Termination Prior to Expiration of Term**

OCFA reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to Firm, except that where termination is due to the fault of the Firm and constitutes an immediate danger to health, safety and general welfare, the period of notice shall be such shorter time as may be appropriate. Upon receipt of the notice of termination, Firm shall immediately cease all Services hereunder except such as may be specifically approved by the Contract Officer. Firm shall be entitled to compensation for all Services rendered prior to receipt of the notice of termination and for any Services authorized by the Contract Officer thereafter.

Firm may terminate this Agreement, with or without cause, upon thirty (30) days written notice to OCFA.

## **8.6 Termination for Default of Firm**

If termination is due to the failure of the Firm to fulfill its obligations under this Agreement, OCFA may take over the work and prosecute the same to completion by contract or otherwise, and the Firm shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the compensation herein stipulated, provided that OCFA shall use reasonable efforts to mitigate damages, and

Orange County Fire Authority  
Attention: Debbie Casper  
1 Fire Authority Road  
Irvine, CA 92602

**WITH COPY TO:**  
David E. Kendig, General Counsel  
Woodruff, Spradlin & Smart  
555 Anton Blvd. Suite 1200  
Costa Mesa, CA 92626

To Firm:

Chambers Group, Inc.  
Attention: Paul Morrissey  
5 Hutton Centre Dr. Suite 750  
Santa Ana, CA 92707

#### **10.2 Integrated Agreement**

This Agreement contains all of the agreements of the parties and cannot be amended or modified except by written agreement.

#### **10.3 Amendment**

This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

#### **10.4 Severability**

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement, which shall be interpreted to carry out the intent of the parties hereunder.

#### **10.5 Corporate Authority**

The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement.

**[Signatures on Following Page]**



OCFA may withhold any payments to the Firm for the purpose of set-off or partial payment of the amounts owed to OCFA.

#### **8.7 Attorneys' Fees**

If either party commences an action against the other party arising out of or in connection with this Agreement or its subject matter, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs of suit from the losing party.

### **9. OCFA OFFICERS AND EMPLOYEES; NON-DISCRIMINATION**

#### **9.1 Non-Liability of OCFA Officers and Employees**

No officer or employee of OCFA shall be personally liable to the Firm, or any successor-in-interest, in the event of any default or breach by OCFA or for any amount which may become due to the Firm or its successor, or for breach of any obligation of the terms of this Agreement.

#### **9.2 Covenant Against Discrimination**

Firm covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination or segregation in the performance of or in connection with this Agreement regarding any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry. Firm shall take affirmative action to insure that applicants and employees are treated without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

### **10. MISCELLANEOUS PROVISIONS**

#### **10.1 Confidentiality**

Information obtained by Firm in the performance of this Agreement shall be treated as strictly confidential and shall not be used by Firm for any purpose other than the performance of this Agreement without the written consent of OCFA.

#### **10.2 Notice**

Any notice, demand, request, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by pre-paid, first-class mail to the address set forth below. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated forty-eight (48) hours from the time of mailing if mailed as provided in this Section.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates stated below.

**"OCFA"**

**ORANGE COUNTY FIRE AUTHORITY**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Debbie Casper, C.P.M., CPPB  
Purchasing & Materials Manager

**APPROVED AS TO FORM.**

By:  \_\_\_\_\_

DAVID E. KENDIG  
GENERAL COUNSEL

**ATTEST:**

\_\_\_\_\_  
Sherry A.F. Wentz  
Clerk of the Board

Date: 11/13/19

**"FIRM"**

**CHAMBERS GROUP, INC.**

By:  \_\_\_\_\_

Mike McEntee  
Chief Operating Officer

Date: 10/31/19

By:  \_\_\_\_\_

Alex Gurrola  
Chief Financial Officer

Date: 10/31/19

**EXHIBIT "A"**

## **SCOPE OF WORK**

### **PROJECT BACKGROUND**

Orange County Fire Authority (OCFA) has been awarded a CalFire grant from the Fire Prevention Fund to survey, monitor, and remove trees infected with Invasive Shot Hole Borer (ISHB) and Gold Spotted Oak Borer (GSOB). Based on recommendations from field experts, infested trees will be removed and disposed to reduced fire hazard and reduce the spread of infection.

This RFP is intended for environmental consulting firms with the proper equipment, experience, and personnel required to perform activities in support of CEQA compliance.

### **SCOPE OF WORK**

OCFA is seeking proposals to lead CEQA compliance activities associated with hazardous tree removal project covering the OCFA SRA Threat Zone, approximately 290,000 acres in Orange County, CA. This project focuses on the removal and disposal of trees infected by Invasive Shot Hole Borer (ISHB) and Gold Spotted Oak Borer (GSOB).

Tasks may include:

- Preparation of all CEQA documentation according to all applicable State and local requirements, including all notices (Notice of Determination, Notice of Completion, etc), Initial Study (IS), Categorical Exemption (CE), Negative Declaration (ND), Mitigated Negative Declaration (MND), or Environmental Impact Report (EIR), as determined by the IS, as well as the Responses to Comments, Mitigation Monitoring Reporting Program (MMRP), and Findings;
- Conducting archeological and biological surveys, as needed, in treatment areas. This task requires working collaboratively with numerous landowners and managers where surveys will occur.
- Collaborating with OCFA and their partners in prioritizing areas identified where tree removal is to occur.

### **MINIMUM QUALIFICATIONS**

Offeror and Offeror's principal staff assigned to the account must possess five (5) or more years' experience in providing biological and archaeological survey services. Minimum qualifications the firm(s) shall demonstrate are:

- Experience with CEQA documentation according to all applicable State and local requirements.
- Experience with public sector clients within the State of California.
- Experience in working effectively with multi-disciplinary teams.
- Professional license(s) and/or certification(s) as required for the types of services requested.
- Offeror and any subcontractors must be able to meet OCFA insurance requirements as provided.
- Offeror and any subcontractors must not be under suspension or debarment by any state or federal government agency.

*The Respondent must state specifically in the descriptive narrative how your firm meets the minimum qualifications specified above. Firm's proposal must be valid for not less than one-hundred eighty (180) days after the due date.*

**THE SELECTED FIRM WILL BE RESPONSIBLE FOR THE FOLLOWING:**

1. Conduct biological field surveys for nesting avian species, and other sensitive, rare, endangered or threatened plant or animal species as needed.
2. Conduct archaeological field surveys to determine site sensitivity and determine location and significance of archaeological sites, artifacts, and other items.
3. Conduct archaeological California Historical Resources Information System (CHRIS) searches and information reviews to determine location of archaeological resources.
4. Create biological or archaeological reports based on findings.
5. Monitor project crews to ensure either biological or archaeological resources are not negatively impacted during project activities.
6. Conduct phone or in-person meetings with OCFA and contract city/county/private staff as requested by customer or OCFA (at OCFA, firm or city/county offices, or field as determined by OCFA), or phone call availability for questions regarding specific projects.
7. Project consultation with OCFA team and partners.

**OCFA RESPONSIBILITIES**

1. Provide all relevant policies, procedures, and expected conduct in either verbal and/or written format.
2. Review and identify any service or product deficiencies and notify the contractor.
3. The OCFA will be responsible for providing the vendor with the specific information needed as it relates to the project.
4. A project team made up of OCFA departmental representatives is available as necessary to answer questions and provide resources.

**OWNERSHIP AND INTELLECTUAL PROPERTY**

1. All intellectual property developed in connection with the project will be owned solely by the OCFA.
2. In providing these services, the vendor will not infringe or violate the copyright and other intellectual property rights of third parties.
3. The vendor is responsible for securing various rights, licenses, clearances and other permissions related to works, graphics or other copyrighted materials to be used or otherwise incorporated in the project.

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**RFP No. 03786: Professional Biological Resources  
Services in Support of Various Projects**

Sanitation Districts of Los Angeles County – District No. 2

**CHAMBERS  
GROUP**

**Transmittal Letter**

August 7, 2019  
63267

Rothchild Ong  
Orange County Fire Authority  
1 Fire Authority Road Building C  
Irvine, CA 92602

**Subject: Biological and Archaeological Survey Services RFP Number: RO2378**

Dear Mr. Ong,

The Orange County Fire Authority (OCFA) needs a team of professionals with an acute awareness of the local Orange County environment. Our team is comprised of local employees who are knowledgeable and understand the local, state, and federal regulations, ordinances, policies, and environmental documentation requirements required to deliver this project successfully. We carry the necessary permits, licenses, insurance necessary for this contract and are in good standing with state and federal government agencies.

Chambers Group biologists are knowledgeable about the threat Invasive Shot Hole Borer (ISHB) and Goldspotted Oak Borer (GSOB) poses to fire safety in Orange County. Since ISHB/GSOB were first discovered in early 2000's, their rapid expansion across southern California has damaged and killed thousands of urban and native trees in southern California. Figure 1 shows current, available ISHB infestation density data across Orange County. ISHB/GSOB attacks more than 100 tree species, with no discretion between softwood and hardwood species. ISHB/GSOB has the potential to increase the fire threat by killing up to 38% of the trees in Orange County, both native trees and in our urban forests. If the spread isn't stopped, this poses a huge fire risk to all of Orange County.

OCFA's ISHB/GSOB survey, monitoring, and removal project is a critical step to increasing fire safety in Orange County. OCFA's project is prioritizing the removal of trees infected or killed by ISHB/GSOB in Orange County, substantially reducing the fire risk in those areas. Chambers Group will assist OCFA with targeting and prioritizing hazardous tree removal and disposal in Tier 3 (extreme) fire risk areas, such as those affected trees in the Santa Ana Mountains and San Joaquin Hills, to reduce the spread of ISHB/GSOB into the urban forest. OCFA's project is extremely important to reducing the overall fire risk for Orange County.

Chambers Group understands the importance of this project and wants to help OCFA achieve its objectives. We bring 40 years of regulatory compliance experience to provide CEQA compliance services, including biological and cultural surveys, to keep OCFA's ISHB/GSOB project on schedule. Chambers Group biologists and archaeologists have ISHB/GSOB training and will employ all applicable best management practices (BMPs) to reduce the risk of spreading ISHB/GSOB when conducting biological and cultural surveys and monitoring across Orange County.

As a results-oriented environmental services firm, Chambers Group's philosophy is rooted in delivering long-term value to clients, partners and employees through dedicated professional expertise, collaboration, resourcefulness, and innovative problem solving. We believe the role of the firm is to service its two most important entities, its client and employees. We believe in giving our clients quick response, good service, and quality assured work products. We believe in giving our employees the opportunity to develop their skills while being supervised by senior staff and being provided training both inside and outside the company. The outcome of our philosophy is evidenced by our award winning projects, strong client retention, positive client testimonials, and employee commitment and loyalty.

Chambers Group has extensive experience with CEQA compliance projects within Orange County, including flood control, harbors, beaches, park facilities and roads. Since 2002, Chambers Group has completed multiple task order

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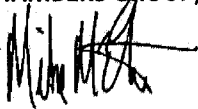
**CHAMBERS  
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projects under an On-Call MSA for Environmental Compliance and Permitting with the County of Orange, Public Works. We have also provided similar vegetation removal services as part of our as needed contract with the County of Los Angeles.

Chambers Group is experienced with multi-disciplinary on-call/as-needed contracts and, therefore, is capable of responding and mobilizing a team on short notice. We are also experienced in managing projects that require day, night and weekend shifts, and being available 24/7 for emergency purposes. Our staff is able to perform under extreme weather conditions and challenging topography while staying committed to meeting demanding schedules and presenting quality deliverables.

I am authorized to bind the firm. Please do not hesitate to contact the firm's Project Manager Jim Harrison directly at (949) 261-5414 or by email at [jharrison@chambersgroupinc.com](mailto:jharrison@chambersgroupinc.com).

**CHAMBERS GROUP, INC.**

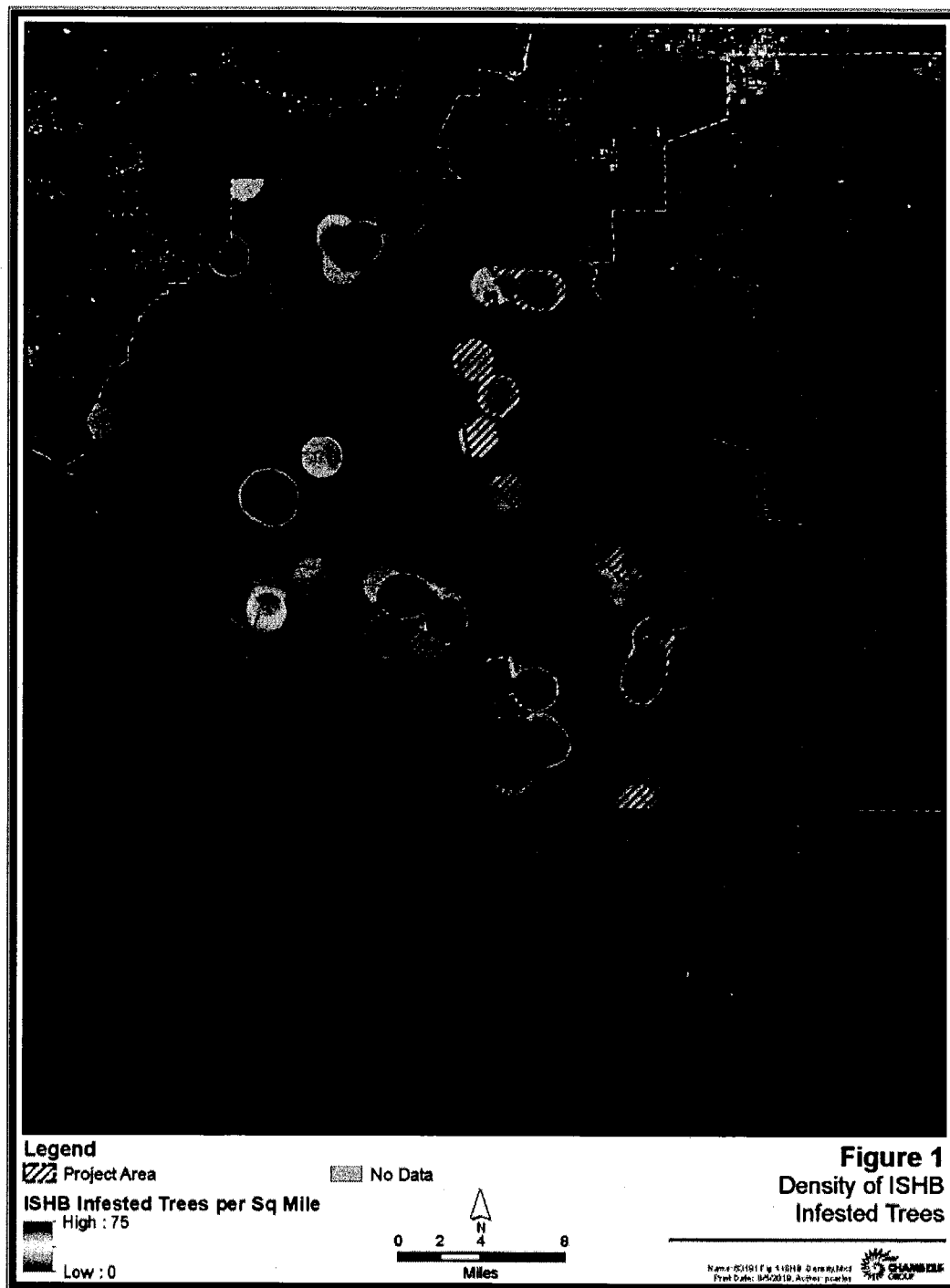


Mike McEntee  
Chief Operating Officer

**RFP No. 03786: Professional Biological Resources  
Services in Support of Various Projects**

Sanitation Districts of Los Angeles County – District No. 2

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## Firm's Detailed Information

RFP RO2378 - Biological and Archaeological Survey Services

### APPENDIX A - OFFEROR'S INFORMATION

Please complete and/or provide all requested information. If the proposal is submitted by a corporation, please provide an additional attachment that states the names of the officers who can sign an agreement on behalf of the corporation and whether more than one officer must sign. If the proposal is by a partnership or a joint venture, state the names and addresses of all general partners and joint venture parties. If the respondent is a sole proprietorship or another entity that does business under a fictitious name, the proposal shall be in the real name of the respondent with a designation following showing "DBA (the fictitious name)," provided however, that no fictitious name shall be used unless there is a current registration with the Orange County Recorder.

The undersigned, as respondent, declares that all documents regarding this proposal have been examined and accepted and that, if awarded, will enter into a contract with the Orange County Fire Authority.

Business Legal Name: Chambers Group, Inc.		
Business Parent or Ownership: Owned by Chambers Group Inc. Employee Stock Ownership Trust		
Address: 5 Hutton Centre Drive, Suite 750, Santa Ana, CA 92707		
Business Telephone No. 949-261-5414	Business Fax No. 866-261-3100	
Business Tax I.D. Number: 33-0283470	CSLB License Number: 1012776 A and C-27	DIR Registration Number: 1000028342
Legal form of company: (partnership, corporation, joint venture) S-Corporation		
Length of time your business has been in business: May 25, 1979 - Present	Length of time at current location: 2009 - Present. 10 years	
Number of employees and Number of Current Clients 55 Employees. 64 Current Clients.		

**Management person responsible for direct contact with the Orange County Fire Authority and service required for this Request for Proposal (RFP).**

Name: Paul Morrissey	Title: Director of Biology
Telephone No.: 949-261-5414	E-mail: pmorrissey@chambersgroupinc.com

**Person responsible for the day-to-day servicing of the account:**

Name: Jim Harrison	Title: Project Manager and Senior Biologist
Telephone No.: 949-261-5414	E-mail: jharrison@chambersgroupinc.com

**Please indicate if you are subject to the Party and Participant disclosure requirements. Yes No**  
**If yes, you are required to submit form/s (see Appendix F).**

**\*For additional information please see page 9 "Campaign Contribution Disclosure".**

## **Relevant Experience**

### **Relevant On-Call, Master Service Agreement Project Experience**

#### **Planning and Development Master Service Agreement, Orange County, CA County of Orange**

Since 2002, Chambers Group has completed multiple task order projects under an On-Call Master Service Agreement for Development Services and Public Works with the County of Orange. Chambers Group continues to provide environmental services for current projects that involve environmental planning and CEQA/NEPA document preparation and peer review, with support services including preparation and/or peer review of documents for biological resources, habitat assessment, cultural resources, and other technical studies (e.g., geotechnical, air, noise). Chambers Group also prepares and reviews regulatory permits, permit compliance, mitigation monitoring reporting plans, and provides assistance with staff reports, and other documents to meet county, state, and/or federal requirements. Sample task orders include:

- Civic Center Building 16 Demolition
- IS Amendment Dog Beach
- Peer Review of CAGN and GHG Reports
- Countywide CIP Habitat Surveys
- Tree Preservation Ordinance
- Aliso Creek Mainstem Ecosystem Restoration Feasibility Study
- James A. Musick Facility Fence/Retaining Wall/Grading
- Mile Square Park Facility CEQA Update

#### **Reference:**

Contact: Jennifer Shook, Mitigation and Construction and  
Compliance Manager

Agency: County of Orange

Address: 300 North Flower Street, Santa Ana, CA 92703

Phone Number: (714) 955-0615

Email Address: Jennifer.shook@ocpw.ocgov.com

#### **On-Call Environmental Services, Orange County, CA Orange County Public Works**

Since 2001, Chambers Group has completed over 30 task orders for Orange County Public Works, involving creeks, in-channel basins, channel outlets, marshes, and bays in coastal, urban, and semi-rural areas. Services have involved CEQA compliance, permitting, habitat restorations, wildlife and vegetation species surveys and monitoring, permitting, and environmental analyses including biological assessments, biological reconnaissance, field surveys for sensitive species/habitat, protocol surveys, and jurisdictional delineations. Other services included biological resources literature reviews and preparation of reports meeting county, state, and federal requirements. Sample task orders include:

- Permit for Sediment Removal for a Portion of Reach 2, Santa Ana River
- Talbert Channel Outlet, Mitigation Analysis/Monitoring, Western Snowy Plover
- Focused least Bell's vireo and southwestern willow flycatcher surveys, San Diego Creek
- Big Canyon Restoration Plan Analysis

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- Talbert Marsh Restoration Plan and Biological Assessment Update
- Conceptual Restoration Plan for Mason Park and Santa Ana River
- Serrano Creek, least Bell's vireo surveys, monitoring, and annual vegetation survey
- Environmental Compliance and Permitting for San Diego Creek In-Channel Basins
- Biological and Environmental Services for San Diego Creek (SAMP/MSAA EIR/EIS)
- Habitat Restoration Plan for Antonio Parkway Extension
- Aliso Creek Jurisdictional Delineation and Outlet Operations & Maintenance Permits
- Aliso Woods Wilderness Park Archaeological Services
- Western Snowy Plover and Light-Footed Clapper Rail Biological Assessment
- Regulatory Services for Poche Beach and Aliso Creek projects
- USACE Cumulative Impact Study, Bolsa Chica Wetlands, Stormwater Channel Improvements
- Permit Applications for Maintenance of Countywide Channel Ocean Outlets
- Biological Surveys and Permitting, Newport Backbay Slope Stabilization
- Cultural Resources Services for West Bay Habitat Restoration and Enhancement Project
- Pre-El Niño Maintenance Project Permitting, 15 flood control facility locations
- East Garden Grove-Wintersburg Channel Improvements
- Santa Ana River 1602 Permit for Sediment Removal
- Woods Canyon Mitigation Status Analysis
- Modjeska Canyon Historical Park Postconstruction Monitoring
- EIR and Permitting for Operations and Maintenance Manual, San Diego Creek

**Reference:**

Contact: Susan Brodeur, Senior Coastal Engineer

Agency: County of Orange

Address: 300 North Flower Street, Santa Ana, CA 92703

Phone Number: (949) 585-6412

Email Address: Susan.Brodeur@ocparks.com

**On-Call Biological Resources Services in Support of Various Projects, Los Angeles County, CA  
Sanitation Districts of Los Angeles County (Districts)**

**Reference:**

Contact: Bryan T. Langpap, PE, BCEE

Agency: County Sanitation Districts of Los Angeles County

Address: 1955 Workman Mills Road, Whittier, CA 90601

Phone Number: (562) 908-4288 ext. 230

Email Address: BLangpap@lacsdsd.org

Chambers Group provided On-Call biological services to the Districts for projects involving numerous sites within the Districts' 850-square-mile service area and the Tulare Lake Composting Facility located at 34318 23rd Avenue, Kettleman City.

We performed numerous surveys and reporting in support of various on-call projects for the Districts beginning in 2008. Based on these excellent services, Chambers Group was awarded an extension in 2010, renewal of the On Call Contract in 2012, and an extension in 2014 for services through 2016.



## RFP No. 03786: Professional Biological Resources Services in Support of Various Projects

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Chambers Group's staff was responsible for coordinating with the Districts' Project Managers, contractors, and regulatory agencies; providing oversight for CEQA compliance, conducting biological surveys, and performing mitigation monitoring. The Districts' required biological/environmental support to construct, operate, and maintain facilities to convey, treat, recycle, and dispose of sewage/industrial wastes and generate recycled water, electrical power, and biosolids as part of the treatment process. Task orders have included vegetation mapping, sensitive wildlife and botanical surveys, fish surveys and development of largescale fish removal, protocol-level coastal California gnatcatcher surveys, protocol-level desert tortoise surveys, American badger surveys, avian nest surveys, burrowing owl surveys, sensitive species capture/relocation efforts, permit compliance surveys and monitoring, and emergency monitoring. Our staff has also provided biological constraints mapping to minimize impacts and costs associated with projects in sensitive resource areas.

### Sample of task orders that Chambers team accomplished were:

- Joint Outfall "A" Unit 6 Trunk Sewer Rehabilitation Project
- Joint Outfall "J" Unit 1E Trunk Sewer between Manholes J 219 and J 221 Project
- Westlake Farms Biosolids Compost Facility, Kings County
- San Gabriel River and San Jose Creek 1211 Petition Project
- District's Sewer Joint Outfall "B" Unit 6 J Site Project

### Joint Outfall "A" Unit 6 Trunk Sewer Rehabilitation Project

Chambers Group conducted a habitat assessment at the Districts Joint Outfall "A" Unit 6 Trunk Sewer Rehabilitation Project, in the City of Long Beach, Los Angeles County, California. The Project included ground disturbance at seven pit locations along the sewer route. Prior to performing the habitat assessment, Chambers Group biologists reviewed existing documentation relevant to the Project area including recent records and reports from California Department of Fish and Wildlife's (CDFW) California Natural Diversity Database, the California Native Plant Society's (CNPS) Electronic Inventory of Rare and Endangered Vascular Plants of California, and U.S. Fish and Wildlife Service's (USFWS) Information for Planning and Conservation (IPaC). The disturbance areas at seven pit locations did not contain habitat for sensitive or listed species and therefore focused surveys were not recommended. Ornamental landscaping present adjacent to the proposed disturbance areas could support nesting birds. Chambers Group worked with Districts to come up with the appropriate language and necessary detail to more accurately describe the vegetative situation with regards to disturbance and potential nesting in the project area. The argument was made that due to the Project being located within developed areas with high vehicular traffic and existing human activity, any birds that nest in the area would be habituated to similar noise and disturbance levels as those proposed for this project. In addition, aside from the removal of turf grass within the disturbance areas of three of the pit locations, construction activity would not require vegetation removal or tree trimming and the canopies of any trees over-hanging into the disturbance area would not be impacted. Nesting bird surveys were recommended if vegetation removal or disturbance were to be required during the nesting bird season.



Chambers Group worked with Districts to come up with the appropriate language and necessary detail to more accurately describe the vegetative situation with regards to disturbance and potential nesting in the project area. The argument was made that due to the Project being located within developed areas with high vehicular traffic and existing human activity, any birds that nest in the area would be habituated to similar noise and disturbance levels as those proposed for this project. In addition, aside from the removal of turf grass within the disturbance areas of three of the pit locations, construction activity would not require vegetation removal or tree trimming and the canopies of any trees over-hanging into the disturbance area would not be impacted. Nesting bird surveys were recommended if vegetation removal or disturbance were to be required during the nesting bird season.

**Applicability and Relevance:** Over the years with various different types of projects, both large and small, Chambers Group has learned that language is very important when report writing. Reviewing agencies need to be able to visualize all aspects of the project from a construction and environmental point of view before they will be comfortable with proposed recommendations. Chambers Group works hard to treat each project individually when preparing avoidance and minimization measures so that proposed measures make sense for the individual project. There is also an added challenge in doing this with short and concise reports required for Districts' projects. In addition, with the award of a

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very similar TAF at the same time as this one, Chambers Group was able to redefine the survey method for this project, after experience with the previous TAF, to save costs for Districts.

**Project Cost:** Projected - \$4,431, Actual - \$1,873

**Joint Outfall "J" Unit 1E Trunk Sewer between Manholes J 219 and J 221 Project**

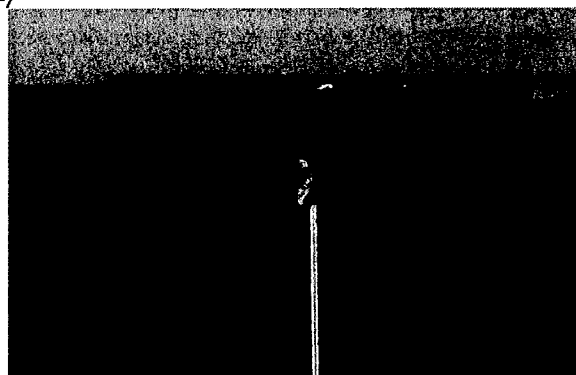
Chambers Group conducted a habitat assessment for the Districts' Joint Outfall "J" Unit 1E Trunk Sewer between Manholes J 219 and J 221 Project, in the City Rancho Palos Verdes, Los Angeles County, California. The project required emergency repair of this reach of sewer through insertion of a cured-in-place pipe (CIPP) liner. Prior to performing the habitat assessment, Chambers Group biologists reviewed existing documentation relevant to the Project area including recent records and reports from CDFW's California Natural Diversity Database and the California Native Plant Society's (CNPS) Electronic Inventory of Rare and Endangered Vascular Plants of California. Although habitat for sensitive or listed species was not present within project disturbance areas, habitat for sensitive and listed species, California sagebrush scrub, was located directly adjacent to the project. Coastal California gnatcatcher is also known to occur in the project area. Although vegetation removal would not occur as a result of the project and even though a nesting bird survey was recommended during the nesting season, with sensitive habitat and species known to occur so close to the project, agency personnel were not comfortable that impacts would not occur to coastal California gnatcatcher. In coordination with the Districts, the project was allowed to move forward with just the nesting bird survey as long as a biologist with a permit to survey for coastal California gnatcatcher performed the survey to ensure that any coastal California gnatcatcher nests would be detected. Chambers Group conducted the nesting bird survey and a coastal California gnatcatcher nest was observed within 130 feet of one of the manholes.

In 2012, Chambers Group worked on another TAF for the Districts in the same area as the project described here. That TAF did require vegetation removal of coastal sagebrush scrub habitat which would lead to agencies requiring focused California gnatcatcher surveys. Chambers Group, knowing that gnatcatchers were present in the area, recommended assuming presence of coastal California gnatcatcher rather than conducting the protocol surveys, to save both time and money. Then, with the Joint Outfall "J" Unit 1E Trunk Sewer project, Chambers Group's familiarity with the Districts projects (emergency and low impact) led to: the recommendation of measures that made sense for the project, avoided costly protocol surveys, negotiated measures so that the agency personnel felt comfortable that biological resources would be protected, and saved time and money for the Districts.

**Project Cost:** Projected - \$18,804, Actual - \$5,389

**Westlake Farms Biosolids Compost Facility, Kings County**

The Westlake Farms Biosolids Compost Facility processes Class B biosolids and other organic waste for production of one or more grades of compost product for use as soil amendments on Westlake Farms and other locations. The facility is located on less than 200 acres of a 14,562-acre site in Kings County, approximately two miles north of Utica Avenue, two miles east of Interstate 5, and four miles east-southeast of Kettleman City. Due to the presence of burrowing owl habitat on the project site and per the Westlake Farms Co-Composting Facility EIR, Chambers Group conducted a 30-day pre-construction burrowing owl survey to identify potential burrows and any active burrows for this species. During a later phase of the project, Chambers Group was retained by the Districts to inspect nine existing American badger dens. The purpose of the site visit was to collapse any inactive badger dens and recommend further actions and avoidance/minimization measures for any active badger dens. Inactive dens were collapsed, and Chambers Group conducted den monitoring for potentially active American badger dens. Only when dens were found to be inactive for multiple consecutive days,



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were they collapsed. During monitoring of dens for American badger, a burrowing owl was observed occupying one den. Appropriate buffers and avoidance and minimization measures, as well as worker environmental awareness trainings were put in place for burrowing owl.

**Applicability and Relevance:** The Districts needed to continue progress on the site while remaining in compliance with their environmental permits. Chambers Group mobilized from Redlands, California to Kettleman City, California the same day the request was made, in order to expedite surveys and proper survey protocol for sensitive species potentially present on the site. Mobilization to the project included a four-hour drive, plus coordinating pick-up of species-specific equipment required for the surveys, from the Chambers Group Santa Ana office. Chambers Group understands last minute requests and the need for timely responses in order for the client to continue production, where possible, and to avoid costly schedule delays.

**Project Cost:** Projected - \$24,645, Actual - \$14,689

## San Gabriel River and San Jose Creek I211 Petition Project

The Districts serves the regional wastewater and solid waste management needs of Los Angeles County. A subset of the Districts, the Joint Outfall Districts (JOD), operates and maintains the Joint Outfall System (JOS), including several water reclamation plants (WRPs). These WRPs discharge into rivers. Chambers Group was retained by the Districts to assess whether a decrease in the current discharge or discontinued discharge of two discharge locations along select portions of the San Gabriel River and San Jose Creek, would have impacts on biological resources present. Chambers Group conducted a literature search, reviewed existing documentation and data for the project area, conducted a site visit, participated in meetings and conference calls, and reported the findings. With so many variables playing into the riparian ecosystem, although short term impacts do not seem likely, long term impacts were questionable; therefore, in coordination with the Districts, Chambers Group recommended implementation of an adaptive management plan for the project in the event that impacts to biological resources along the project result, due to activities associated with the project. Chambers Group also included biological CEQA significance criteria in the Chambers Group report for the Districts to include in their CEQA document for the project.

**Applicability and Relevance:** Decreasing or discontinuing discharge to rivers with riparian habitat is a unique project type and as we have seen, will lead to agency push back and possibly requirements to mitigate for consequences that may not be attributed to the project. Chambers Group has a good relationship with the Districts and local agency personnel and experience with agency coordination. These relationships and experiences are important as it will aid in negotiating terms that will protect the environment and that will not hold the Districts responsible for impacts that are out of their control.

**Project Cost (completed tasks only):** Projected - \$34,619, Actual - \$34,619

## District's Sewer Joint Outfall "B" Unit 6 J Site Project

Chambers Group conducted a habitat assessment to evaluate the sites' potential to house listed plant species and evaluate the potential for impacts to jurisdictional water features. A jurisdictional feature (stream with flowing water at the time of survey) was present near the work area. The stream had to be crossed to access the hillside work area. To avoid impacting potential waters of the US and State, Chambers Group suggested that Districts workers limit work to using hand tools and access the hillside from above (along South Arroyo Boulevard) by foot rather than drive across the stream to avoid and save permitting cost to the project. Results of the survey also concluded that a nesting bird assessment would be required prior to ground disturbing activities if work was scheduled during bird breeding. The sites did contain suitable habitat for listed plant species. A focused plant survey was conducted prior to construction activities. No listed plant species were observed on the sites.



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**Applicability and Relevance:** Work activities for the project meant crossing a jurisdictional feature. Rather than impacting the feature, Chambers Group recommended avoidance by walking across the feature and using hand tools for all work activities. The recommendation resulted in no impacts to jurisdictional features, saving time and money from conducting surveys and obtaining permits, as well as protecting environmental resources.

**Project Cost:** Projected - \$3,345.46, Actual - \$2,559.73

## On-Call Environmental Services, Los Angeles County, CA Los Angeles County Department of Public Works

Chambers Group has provided on-call environmental services to Public Works since 1993, completing over 200 task orders for Programs Development Division, Water Resources Division, and Flood Maintenance Division including:

- Preparing environmental documents for public works projects
- Providing CEQA compliance by preparing EIRs, MNDs, and Categorical Exclusions
- Providing NEPA compliance by preparing EISs, EAs, and Categorical Exclusions
- Preparing the County-wide Water Quality Manual and Water Diversion Plan
- Conducting a variety of technical studies including cultural, biological, air quality, noise, aesthetics, and other environmental studies
- Preparing permit applications for USACE, RWQCB, and CDFW
- Decommissioning of historic flood control dams
- Providing environmental analysis and reports for specialized flood control projects, bridge repair/replacement projects, and road improvements/repairs

Chambers Group continues to provide services to Public Works, frequently providing quick turnaround to meet County scheduling requirements.

Types of services provided by Chambers Group include:

- CEQA and NEPA analysis
- Habitat restoration and revegetation plans and implementation
- Biological studies
- Cultural Resources studies
- Jurisdictional Waters and Wetlands delineations
- Hydrogeomorphic analysis

Our scope of services also included:

- Project Management
- Biological Resources surveys
- Restoration Services
- Compliance monitoring
- Cultural Resources surveys
- Identification and preparation of required permits from regulatory agencies
- Subcontractor oversight
- Close, collaborative coordination with Public Works
- Public outreach
- Responses to public comments

**Applicability and Relevance:** Applicability and Relevance: Biological services included; biological assessments, biological reconnaissance, field surveys for sensitive species/habitat including: desert tortoise, Mohave ground squirrel, arroyo toad, raptor surveys, least Bell's vireo, southwestern willow flycatcher, yellow billed cuckoo, coastal California gnatcatcher, California red-legged frog, mountain yellow-legged frog, burrowing owl, southwestern pond turtle, coast

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range newt, two striped garter snake, bats, vegetation mapping, rare plant, tree inventories, and invasive weed surveys. Other services included construction monitoring and reporting.

**Project Value:** \$11,316,337 in task orders

**Reference:**

Contact: Melanie Morita

Phone Number: (626) 458-6196

Agency: Los Angeles County Department of Public Works

Email Address: mmorita@dpw.lacounty.gov

Address: 900 S. Fremont Ave., 11th Floor, Alhambra, CA 91803

**SDG&E, Operations & Maintenance, Major Projects and Restoration Master Service  
Agreements, San Diego County, CA**

**San Diego Gas & Electric (SDG&E)**

Chambers Group manages several Master Service Agreements (MSA) with SDG&E, including an Environmental Project Management MSA, Environmental Compliance MSA, and Post Construction Compliance MSA. MSA Projects include Substation Construction, Substation Expansion, Transmission and Distribution Line Construction and Replacement, Underground Transmission Construction, Pole Replacements, Reconductor Projects, Transmission Reclamation, Habitat Restoration, Telecommunication Construction, Gas Pipeline, and Zinc Ribbon Installation. As part of these contracts we have placed in-house team members to act as an extension of staff for cultural resources, CEQA compliance, and GIS services.

For over a decade, Chambers Group has provided SDG&E with our team of professionals in Land Planning, Biological Resources, Cultural Resources, Aquatic Resources, Paleontological Resources, Native American consultations, and CEQA/NEPA Services. Chambers Group provides environmental services at all stages of projects, from (A) Prior to Construction: initial site assessments and evaluations, site walks with the engineering team to identify constraints for avoidance, modify work areas to avoid sensitive biological, aquatic, and cultural resources (in an effort to minimize costly back-end mitigation), provide risk assessment and evaluations, provide CEQA/NEPA documents, develop permitting strategies, identify mitigation opportunities, and provide agency consultation/coordination; (B) During Construction: mitigation measure implementation, permit measure and compliance tracking/documentation, environmental trainings, tailboard meetings, compliance monitoring and reporting; and (C) Post Construction: post construction impact assessments, habitat restoration/enhancement implementation and monitoring, and close out documentation. Chambers Group also provides GIS services in support of tower sighting, access road locations, project reroutes, right-of-way support, parcel maps, map books, shape files, and data dictionaries.

**Reference:**

Contact: Rob Fletcher

Phone Number: (858) 637-3759

Agency: SDG&E

Email Address: rfletcher@semptrautilities.com

Address: PO Box 129007, San Diego, CA 92112

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**Carlsbad Boulevard Island Way Archaeological and Paleontological Monitoring  
City of Carlsbad**

This project involved construction monitoring for the City of Carlsbad's corrugated metal pipe project on Carlsbad Blvd. Archaeological and Native American Monitors attended the pre-construction meeting, instructed crew on types of cultural resources present in the area, and monitored all construction activities.

**Reference:**

Contact: John Maashoff, Construction Manager

Phone Number: 760 802-7807

Agency: City of Carlsbad

Email Address: John.Maashoff@carlsbadca.gov

Address: 1200 Carlsbad Village Drive, Carlsbad, CA 92008

**Shake Shack Cultural Monitoring  
Terracon**

This project involved construction monitoring of all ground disturbing activities associated with the construction of a Shake Shack restaurant in San Diego. Archaeological and Native American Monitors were present for all ground-disturbing construction activities. Historic artifacts were collected at the site and curated in compliance with the project's MMRC.

**Reference:**

Contact: Sami Noaman, Principal

Phone Number: 949 261-0051

Agency: Terracon

Email Address: Sami.Noaman@terracon.com

Address: 2817 McGaw Avenue, Irvine, CA 92614

**Relevant Project Experience Specific to Orange County**

**Sea Summit at Marblehead Coastal Development Project, (Biological Surveys, Revegetation, Mitigation Monitoring and Restoration), San Clemente, CA**

**Marblehead Development Partners/Taylor Morrison**

This 250-acre site is the last large coastal property being developed along the Orange County coastline as one of the newest beach front-gated community in San Clemente. The project involves future construction of 313 single-family homes and 50 acres of commercial and dining, as well as more than 100 acres of open space preserve, walking trails and public parks.

Chambers Group has been providing environmental consulting services including permitting, ecological restoration, construction monitoring, focused surveys and performance monitoring since 2005 and has recently assumed control over the maintenance of certain areas through weed control, irrigation system management, native species protection and native seeding.

Our team of restoration specialists prepared the upland portion of the Habitat Management Plan (HMP) to protect, restore, and manage native grasslands, coastal bluff scrub, the Blochman's Dudleya Preserve, and approximately 70 acres of coastal sage scrub located within the property. The HMP describes site preparation methods, plant and seed lists, plant installation techniques, and maintenance procedures for restoration of the upland and wetland habitats as required in the Biological Opinion.



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Portions of the restoration effort are currently in the tenth year of implementation, while other areas were planted in 2016 following construction infrastructure completion. The HMP was designed to maximize the habitat value for coastal California gnatcatcher and other species dependent on sage scrub as well as to enhance the functional value of the preserved/ restored wetlands within the central and western canyons by improving connectivity. Currently, the site supports six rare plant species and at least four sensitive bird species.

Chambers Group continues the implementation of restoration and biological monitoring requirements outlined in the HMP and resource agency permits. We are on site daily making sure compliance with the permits occurs and that this increasingly beautiful preserve becomes one day, a self-sustaining refuge for native plants and wildlife – a little sanctuary by the sea.

Chambers Group restoration ecologists know how to take a site from barren or weed-infested to high-quality coastal sage scrub through aggressive monitoring and crew oversight. Problematic soils with high boron and salinity levels, compaction issues, extreme herbivory, and trespassing were just a few of the challenges this site had to overcome. Our staff has had a presence on the site due to the sensitive nature of the area nearly every day for 7 out of the past 10 years. Our expertise and rapport with the resource agencies has enabled construction to continue while avoiding impacts to sensitive species on site.

**Reference:**

Contact: Sean Doyle, Director of Forward Planning

Agency: Taylor Morrison

Address: 100 Spectrum Center Drive, Suite 1450,  
Irvine, CA 92618

Phone Number: (949) 341-1200

Email Address: [sdoyle@taylormorrison.com](mailto:sdoyle@taylormorrison.com)

## Ascon Landfill, Huntington Beach, CA

### Project Navigator, Ltd.,

The Ascon Landfill site, located in Huntington Beach, is a former industrial and oilfield waste disposal site that operated from approximately 1938 through 1984. The 38-acre site is located at the southwest corner of the intersection of Hamilton Avenue and Magnolia Street, approximately one-quarter mile north of Huntington Beach State Park and the Pacific Ocean. Cleanup of the site was mandated by the Department of Toxic Substances Control (DTSC). As part of the DTSC process, an Environmental Impact Report (EIR) was prepared to meet the requirement of the California Environmental Quality Act (CEQA). Chambers Group provides biological and environmental monitoring services to comply with the Mitigation Monitoring and Reporting Programs for the Ascon Landfill site. Tree inventory surveys were completed for the site by Chambers Group with Gerhard Bombe, an International Society of Arboriculture certified arborist, to locate, assess health, measure DBH (diameter at breast height), and map trees within the Ascon Landfill site. An overall grade was assigned to each tree based on a standard evaluation of its health and its aesthetic and ecological value.

During landfill remediation services, two burrowing owls were observed on the site. Chambers Group provided monitoring for this California Species of Special Concern during construction activities and prepared a report for submittal to the California Department of Fish and Wildlife (CDFW) with proposed mitigation measures in order to protect the resource and allow construction to continue.

In addition, as part of mitigation for impacts to the southern tarplant, a sensitive plant species present at the Ascon Landfill, Chambers Group has assisted with more than seven years of restoration services at a nearby offsite mitigation location through weed abatement, dry thatch mowing, reseeding of southern tarplant, and monitoring and reporting activities.

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**Applicability and Relevance:** Our team works closely with the client to ensure that mitigation monitoring and permit compliance are conducted efficiently, without disrupting construction schedules. Chambers Group will apply this landfill expertise to save the District money by avoiding costly schedule slippage and keeping projects moving forward and in compliance. Our in-house staff can provide quick turn-around times with no need for subcontract agreements or mark-ups.

**Project Cost:** \$258,000 (completed tasks/segments only).

**Reference:**

Contact: Tamara Zeier	Phone Number: (310) 766-0116
Agency: Project Navigator, Ltd.	Email Address: tzeier@projectnavigator.com
Address: One Pointe Drive, Suite 320, Brea, CA 92821	

**Hidden Hills Reservoir Construction Project, Biological Monitoring and Restoration, Yorba Linda, Orange County, CA  
Yorba Linda Water District**

Chambers Group prepared the Habitat Mitigation and Monitoring Plan (HMMP) for the Hidden Hills Reservoir site prior to construction of a two million-gallon underground reservoir in Yorba Linda. Preparation of the HMMP involved coordination with the Yorba Linda Water District, Chino Hills State Park, Resource Agencies, seed suppliers and landscape contractors to secure plant material approvals and facilitate access. Biologists monitored during construction of the reservoir and prepared daily monitoring reports to document compliance. Upon implementation of the restoration effort involving 2 acres of coastal sage scrub habitat, restoration ecologists monitored the installation of plant material and provided recommendations in an As-Built report. Biologists prepared quarterly qualitative and annual quantitative performance monitoring and submitted reports to the agencies annually. After several years of monitoring, Chambers Group's restoration landscape crew assumed the role of the restoration contractor to treat non-native species and inappropriate vegetation, conduct remedial seeding, and to bring the site into compliance with Orange County Fire Authority's fire code. Currently, Chambers Group is coordinating with the resource agencies including California State Parks, to progress the site toward achievement of the required success criteria for the site and to meet the conditions of the IS/MND.

**Reference:**

Contact: Joe Polimino	Phone Number: (714) 701-3104
Agency: Yorba Linda Water District	Email Address: jpolimino@ylwd.com
Address: 1717 E. Miraloma Ave., Placentia, CA 92870	

**Harbor Point Park Lookout and Trail Extension Project, Dana Point, CA  
City of Dana Point**

The City of Dana Point is proposing to build an overlook and a trail extension from the current trail to the newly built overlook area in the existing Harbor Point Conservation Park. The addition of the elevated overlook is proposed as an effort to preserve native habitat by reducing illegal trespassing into the current preserved open space area and also increase overall public safety. Chambers Group prepared a Biological Technical Report for the project and is also currently preparing CEQA documentation for the Project. Since the project is located within a NCCP/HCP area and has

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the potential to impact Coastal Sage Scrub, mitigation measures are being provided to reduce impacts to protected species in the Project area.

**Reference:**

Contact: Jeff Rosaler, Parks Manager

Phone Number: (949) 248-3532

Agency: City of Dana Point

Email Address: jrosaler@danapoint.org

Address: 33282 Golden Lantern, Dana Point, CA 92629

**Peters Canyon Regional Park General Development Plan and Regional Management Plan  
Project CEQA Documentation and Cultural Survey, Orange County, CA  
County of Orange**

Chambers Group is providing CEQA documentation to support the adoption of a Peters Canyon Regional Park General Development Plan (GDP) and a Resource Management Plan (RMP) for the park. The purpose of the GDP/RMP is to provide a comprehensive, long-term development and management plan to provide safe, educational, and enjoyable public access and recreation while preserving the natural and cultural resource values of the park. The GDP is the master plan for the park and identifies proposed uses, trailheads, staging area locations, and other improvements as well as the general operations and management of the park facility. The GDP proposes improvements in several areas of the park to enhance public access and recreation. These include improvements to existing trails and parking and development of new park facilities. The RMP provides land management goals and strategies and serves as a framework to manage, protect, and enhance the natural and cultural resource values of the park while providing appropriate public access and recreational opportunities. The CEQA analysis that Chambers Group is providing includes specific analysis for cultural resources, biological resources, air quality, greenhouse gas emissions, noise, and traffic.

In 2018, Chambers Group conducted a cultural survey of the accessible areas of Peters Canyon Regional Park that were affected by the recent Canyon Fire II, which encompassed approximately 157 acres. The fire eliminated ground cover and vegetation that had previously obscured ground surface visibility during earlier surveys, thus allowing archaeologists to revisit previously recorded resources and refine the site boundary as well as identify new resources. The survey identified a total of 10 new cultural resources. Six of these resources were associated with previously recorded sites (but outside of previous site boundaries). The other four cultural resources were determined to be isolated artifacts and recorded as such. All the previously recorded sites were relocated. The fieldwork was completed ahead of schedule and the report and deliverables were exceptionally well-received by the Orange County Parks Planning and Design Division and SHPO.

**Reference:**

Contact: Tuan Richardson

Phone Number: (949) 585-6451

Agency: OC Parks

Email Address: tuan.richardson@ocparks.com

Address: 13042 Old Myford Road, Irvine, CA 92602

## Relevant Project Experience Involving Emergency Services

**Batiquitos Basin Emergency, Master Service Agreement Environmental/Planning Study,  
Carlsbad, CA  
City of Carlsbad**

Chambers Group holds an MSA contract with the City of Carlsbad for Environmental/Planning Study Services for CIP projects. Services include Agency Coordination, Environmental initial studies and minor environmental documentation, Site surveys, Preparation of technical studies, Special studies, Mitigation and monitoring plans, Biological monitoring, and Sustainability research.

Chambers Group provided Biological Monitoring and Permit Assistance for the Batiquitos Storm Drain Basin. There was a breach of a standpipe and spillway near the intersection of Daisy and Batiquitos Drive, Carlsbad. This is in a residential area located off I-5 and Poinsettia Lane, 2 blocks east side of freeway. The breach occurred during the last rain events. The flood event pushed a substantial load of sediment, water, and debris over the spillway and onto Batiquitos Drive near along the residences for about ¼ mile. The water found its way under the spillway, destroying the concrete and creating a “cavern” underneath. Currently, one lane and the bike path along Batiquitos Drive is closed off.

The City of Carlsbad is requested permission to remove the sediment from around the standpipe outlet at the top of the spillway, and to begin repairs to the concrete spillway.

Chambers Group worked with USACE for the RGP63 permit and CDFW for this effort. USACE visited the site and determined that the City of Carlsbad could proceed under the Section 404(f)(1)(b) maintenance exemption for the spillway structural maintenance and the use of pure excavation methods for clearing the vertical drain pipe. The City received an exemption from USACE for the repair work.

Chambers Group provided a detailed description of the breached spillway and proposed work in relation to the limits of the USACE jurisdiction in an effort to show that the project should qualify as an exemption. The exemption was confirmed and only a portion of the task order fee was invoiced to the City of Carlsbad.

The task order was issued in December, and several agency personnel were on vacation. Chambers Group was able to convince USACE and CDFW of the importance of the spillway repairs, as the breach occurred near a residential area. In addition, if the justification for the exemption was not demonstrated appropriately, the schedule could have been delayed for weeks for an emergency declaration.

### **Reference:**

Contact: John Maashoff

Agency: City of Carlsbad

Address: 1200 Carlsbad Village Drive, Carlsbad, CA 92008

Phone Number: (760) 802-7807

Email Address: john.maashoff@carlsbadca.gov

**Emergency Storm Projects, Los Angeles County, CA  
Caltrans and LACDPW**

Chambers Group assisted Public Works with the preparation of Caltrans Preliminary Environmental Study (PES) forms for nine proposed projects on various unincorporated areas in northern Los Angeles County for emergency repair clearances. These nine sites are located in Los Angeles County near the unincorporated areas of Leona Valley, Lincoln Crest, Boiling Point, and cities of Agua Dulce, Santa Clarita and Acton. The forms were prepared based on project actions identified in the Damage Assessment Forms (DAFs) provided by LACDPW to identify the damages at the sites and developed cost estimates for the work to be performed. Project scopes range from

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restoring dirt shoulders, removing debris from roadways and culverts, and installing rip-rap, among other activities. Damages to these sites required repair and restoration to the shoulders, drains, and roadways. The PES forms included information for environmental documentation, including information from Envirostor, Geotracker, and FEMA/Floodplain maps.

**Conceptual Restoration for Mason Park and Santa Ana River, Irvine, Orange County, CA  
Orange County Resources & Development Management Department (RDMD)**

Chambers Group prepared Conceptual Restoration Plans for the Mason Park and Santa Ana River Mitigation locations as part of the mitigation for the San Diego Creek Emergency Sediment Removal Project. This scope included field surveys including identification of least Bell's vireo, preparation of draft conceptual restoration plans, and the update of the Biological Assessment for submittal to the U. S. Army Corps of Engineers (USACE) and U. S. Fish and Wildlife Service (USFWS).

**Emergency Repair of Southwest Gas Pipeline in Grout Creek, Permit Applications  
Southwest Gas Corporation, Fawnskin, San Bernardino County, CA.**

Project Manager, Regulatory Specialist. Ms. Louie prepared the permit applications to USACE for a Nationwide 404 Permit, to the Regional Water Quality Control Board for a Clean Water Act Section 401 Water Quality Certification, and to California Department of Fish and Wildlife (CDFW) for a 1602 Streambed Alteration Agreement for a gas pipeline repair in Grout Creek. She also coordinated with the regulatory agencies on behalf of Southwest Gas Corporation.

## **Appendix C: Proposal Questionnaire**

### **Qualifications and Related Experience**

**I. Provide relevant information demonstrating competence in the services to be provided; including supporting evidence of strength and stability of the firm; staffing capability; and work load.**

Established in 1978, Chambers Group is a privately-owned corporation. After being in business for 40 years, we continue to be a financially and organizationally stable firm, providing comprehensive environmental services to our clients. Conducting surveys for sensitive species, nesting birds, environmental analyses and documentation for complex and sensitive projects is Chambers Group's specialty, and the firm is accomplished in the area of multi-agency coordination, processing, and regulatory compliance. Chambers Group's staff has an on-going relationship with many state and local agencies, and the firm's presence in California for nearly four decades has given the firm unique expertise in understanding evolving environmental legislation and meeting the stringent requirements of federal, state, and local regulatory agencies.

With project execution based on personal and collective responsibility, our dedicated professionals have successfully prepared thousands of reports and studies in compliance with these and other regulations:

- NEPA and CEQA
- Endangered Species Act (ESA)
- National Historic Preservation Act (NHPA)
- Archaeological Resources Protection Act (ARPA)
- Native American Graves Protection and Repatriation Act (NAGPRA)
- Resource Conservation and Recovery Act (RCRA)
- Clean Water Act (CWA)
- Clean Air Act (CAA)

Public agencies and businesses have been relying on Chambers Group to keep them in compliance with applicable federal, state, and/or local environmental laws, regulations, and guidelines for nearly four decades and counting. The majority of our work is from repeat clients who trust us to deliver scientific objectivity, environmental expertise, and defensible technical documentation to meet stringent agency compliance regulations. Additionally, our strong, respected working relationships with a wide variety of agency representatives allows clients to swiftly obtain required authorizations and approvals, as needed. This repeat business speaks to our ability to provide qualified, technical biologists and cultural specialists with problem solving skills, environmental compliance knowledge, and accurate documentation throughout the southern California area.

We approach this OCFA project much like an as-needed or on-call contract since the locations of the tree removals, the number of crews, and the schedule has not been developed. Our business model includes regularly-renewed on-call/as-needed and emergency on-call contracts throughout Orange County, as well as Los Angeles, Riverside, and San Diego counties, and OCFA will have access to our multi-disciplinary staff resources who can be available at a moment's notice. We are very familiar with the ebbs and flows of workloads that can change throughout the weeks, months and year. With almost 40 years of management, we have developed techniques to assess workloads as well as have a large pool of staff with different and/or combined technical backgrounds to fit the project needs. This experience will help expedite staffing issues by providing biologists and cultural specialists with the appropriate technical backgrounds and permits to be mobilized when OCFA needs them.

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Chambers Group is a privately held company. Throughout our 40 years of service to Orange County we have maintained strong financial stability with solid banking relationships, normal debt ratios, and a standard line of credit. We are fully insured and carry the necessary coverage required by public agencies and other government clients.

## **2. Explain how your Firm keeps abreast of the latest changes in current CEQA, biological, or archaeological related requirements and codes.**

Some of the ways Chambers Group professionals remain at the forefront of scientific, practical, and regulatory developments and advancements are through the following:

- Membership and participation in various professional organizations (e.g., California Native Plant Society, Audubon Society, California Society of Restoration Ecologists, Orange County Certified Archaeologists, Society for California Archaeology, Register of Professional Archaeologists, American Cultural Resources Association) and monitor their professional journals and newsletters, as well as other relevant publications (e.g., Federal Register)
- Attending and presenting original research and results at professional conferences
- Participation in technical workshops and training courses
- Regular interaction with agency personnel and other professionals in our mutual disciplines

Our Environmental Planning staff are members of the Association of Environmental Professionals (AEP) both at the local and state level. Our staff hold two local president positions and other officer roles. Our Director of Environmental Planning works at the state level with the Legislative Committee to closely track and respond to proposed CEQA legislation. Our team uses this special access to get advances notice to upcoming changes to the regulations that could impact our clients' projects. The team prepares summaries, analysis and prepares training for our staff, clients, and other environmental professionals.

Not only does Chamber Group keep abreast of the latest changes to applicable regulations and survey/monitoring requirements, but we implement these relevant changes into our everyday operations and pass on the information to our clients. For instance, Chambers Group biologists are knowledgeable and current on the status and situation of Invasive Shot Hole Borers (ISHB) and Goldspotted Oak Borers (GSOB) in Orange County; furthermore, both biologists and archaeologists at Chamber Group will strive to prevent the unintentionally spread of ISHB/GSOB by employing Best Management Practices (BMPs) for good sanitation when working in infested areas. This will include disinfecting tools, equipment, and boots to ensure that ISHB/GSOB are not transported off site.

All Chambers Group cultural resources staff are Registered Professional Archaeologists (RPAs) and current members of the Society for California Archaeology. As such, our staff remains at the forefront of scientific, practical, and regulatory developments and advancements. It is our goal to remain ahead of the curve in offering responsible cultural resources solutions that balance our clients' needs with responsible resources management. In addition, as an active American Cultural Resources Association (ACRA) member firm, Chambers Group demonstrates industry leading best practices and professionalism on each and every project. Our services are legally mandated and thus are subject to the ever-changing regulatory environment. Chambers Group prides itself on staying current with these changes and implementing the most recent requirements and codes.



**3. Provide information on any innovative or unique methods used that distinguish your Firm from other agencies providing archaeological or biological services.**

**Biological Resources**

Chambers Group offers the OCFA multiple technological enhancements to the hazardous tree removal surveys that our competitors lack. These include: 1) an advanced and proven digital data collection and delivery system, 2) 3D mapping services, 3) real-time GIS, and 4) imaging and enhancement services. Each technology is described below. How Chambers Group will employ these technologies for the current surveys are highlighted in the section that follows.

Chambers Group employs a fully digital workflow for data collection and management in order to improve the quality of data collected in the field while simultaneously making the process more efficient. The result is our ability to deliver a higher quality product to our clients at a better value. Our platform streamlines data collection, eliminates re-work and error, and produces report-ready data from the start, resulting in rapid deliverable turnaround times, improving upon traditional data collection and reporting methods. We have employed our technology on hundreds of projects, including the several public sector high-volume on-call contracts, numerous large biological and archaeological surveys on both public and private lands.

Chambers Group digital platform allows a seamless communication interface with the entire Chambers Group team—in the field and in the office. All phases of project work use an interconnected, real-time workflow, and are virtually failsafe. In addition to synching and integrating all project tasks, our method is capable of almost continuous file backup between field tablets our office servers via cellular or WiFi data connections.

Chambers Group also utilizes well established field methods and new technologies, such as the use of small unmanned aircraft systems (sUAS), hereto referred to as drones. Drones are a new technology that can provide a streamlined approach to biological and cultural surveys. Drones allow the collection of real-time, high-resolution images of targets in situ utilizing a variety of imaging techniques. The information gathered by drones can be utilized to determine the location of sensitive resources, survey for biological and cultural resources, and investigations including nest status determinations. Chambers Group currently has two drone pilots that have been flying drones for surveys and investigations for more than two years. We have used drones to investigate nest status (nesting birds), biological and cultural surveys, habitat connectivity, vegetation mapping, sensitive communities mapping, jurisdictional waters and wetland delineation mapping, fire severity mapping, access route identification, habitat restoration mapping, and environmental impact analysis during and post-construction.

**Case in point** - during the 2017 raptor breeding season (December 1 – August 31), San Diego Gas & Electric Company (SDG&E) contracted Chambers Group to conduct avian monitoring for a series of Light Detection and Ranging- (LiDAR) and photography-based drone surveys. A total of 386 individual behavioral observations were recorded over 80 unique field surveys extending from January 25 to July 20, 2017.

At the conclusion of the study, the quantity and quality of the data allowed for a robust statistical analysis to be performed on the observed bird behaviors in regard to drone surveys and their potential effect on birds. The primary focus of the analysis was to determine if birds display potential or predictable behavioral patterns when in the presence of a drone over the course of the 2017 bird breeding season. This information allowed Chambers Group to develop a nesting bird management program that utilizes a combination of field surveys and drone surveys to determine the location and status of nesting birds during construction activities. Chambers Group utilizes this technology all over the west coast, from windfarm and transmission line analysis in Washington, to daily preconstruction nesting bird surveys throughout southern California.

Recording and accurately documenting environmental data is one of Chambers Group's most important task. Because we know how important this is for our clients, Chambers Group has developed a Geo-Database Manager and Collector

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Applications that has been tested and proven over hundreds of miles of utility line and fiber optic construction projects, flood control channel and debris basin maintenance projects, and large- and small-scale transportation projects. This system can be utilized by OCFA staff by incorporating shapefiles generated by GIS staff and provide up to date data and maps. All project data is geo-referenced - meaning that all project data, documents, GIS layers, etc., are linked directly to a project map that can be accessed by approved team members on smart phones – as a free service we would provide for OCFA. The following is how this system is utilized for monitoring and tracking active and inactive biological resources.

First, the monitors collect data with the Collector mobile app on either a tablet or personal smart phone and can now be accomplished off-line utilizing satellite GPS data without a cell signal. This has been a very successful tool, especially in remote areas, since a cell signal is not required to take a geo-referenced point or track where the surveyors are located and where they would like to go. All captured points, whether it is a sensitive species or nesting bird location, burrows/dens or environmentally sensitive area, or even a photograph, are geo-referenced (GPS coordinate associated with point), time stamped for accurate inventory, and catalogued. As the monitors survey areas for updates (i.e., nest status updates), data is saved to the geo-referenced point and updated on the server.

Then, the data is posted to the team member at any specific time interval chosen for review by the Chambers Group project manager or a Chambers GIS analyst. Once reviewed, the GIS analyst can publish the new data, produce hard copy maps and automatically generate reports in Microsoft Word or Excel for the project team, distributed by email. This would include a list of data recorded, GPS points, and notes provided by the monitor that could be shared to the team by the end of the day. If a team member would like to review the data, they can do so via smart phone, computer, or tablet by looking up a point specifically on a map or in the search field, or by the data provided on the Excel table.

**Case in point** - during a 12-mile transmission line wood to steel construction project in southern California, over 150 active bird nests were identified within or adjacent to work areas in the project right-of-way. This project was originally scheduled for 16 months but was expedited to be complete in 8 months. The data we provided the project team helped drive and maintain the tight schedule, throughout the nesting bird season. If the monitors observed bird activity in the area, they documented potential presence of nesting birds on the Collector app, applied approved bird exclusionary devices/measures specific to the bird and its potential nesting habitat, and monitored the activity throughout construction. This was key to the success of the project, especially the re-conductoring process in which long contiguous spans of facilities need to be free of nesting birds or other sensitive resources to string conductor along the newly constructed powerline poles. If a nest was observed along a proposed area for conductoring, the contractor focused on other areas of the line that were free of active nests while the monitors recorded updates on the nest activity – once the nest had fledged, the contractor began work immediately in the area. The contractor also had data streamed to their cell phone so that they were aware of sensitive resources in the area, which would show up on their phones while standing along the alignment. This was provided as a particular icon for the sensitive resource, and buffers in the event an exclusionary buffer was required to ensure compliance with the MBTA, CDFW 3503 and 3503.5 codes, and project specific mitigation requirements.

## Cultural Resources

Chambers Group offers the OCFA multiple technological enhancements to the hazardous tree removal surveys that our competitors lack. These include: 1) an advanced and proven digital data collection and delivery system, 2) 3D mapping services, 3) real-time GIS, and 4) imaging and enhancement services. Each technology is described below. How Chambers Group will employ these technologies for the current surveys are highlighted in the section that follows.

Chambers Group employs a fully digital workflow for data collection and management in order to improve the quality of data collected in the field while simultaneously making the process more efficient. The result is our ability to deliver a higher quality product to our clients at a better value. Our platform streamlines data collection, eliminates re-work and error, and produces report-ready data from the start, resulting in rapid deliverable turnaround times, improving upon traditional data collection and reporting methods. We have employed our technology on hundreds of projects,

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including the several public sector high-volume on-call contracts, numerous large archaeological surveys on federal, state, and private lands, and excavation projects on municipal lands.

Chambers Group digital platform allows a seamless communication interface with the entire Chambers Group team—in the field and in the office. All phases of project work use an interconnected, real-time workflow, and are virtually failsafe. In addition to synching and integrating all project tasks, our method is capable of almost continuous file backup between field tablets our office servers via cellular or WiFi data connections.

Chambers Group prioritizes the application of business acumen and entrepreneurship to the heritage resource management industry. Over the years, Chambers Group has demonstrated the need to leverage emerging technologies to CRM challenges while always keeping the client's needs the main concern. Our team strives to maintain the balance between sound cultural resources management and stewardship with sensible and reliable business practice.

In addition, Chambers Group archaeologists have long prioritized safety and training. Several of our key staff are HAZWOPER 40 Certified as well as OSHA Competent Person Certified.

## **Staffing**

**4. Please describe how your firm will fulfill the services requirements called for in this RFP. Indicate your ability to commit resources through the term of a project. Indicate whether you have contracts with resources to ensure their long-term availability for projects.**

We will dedicate our project manager, key team members, and support staff to OCFA throughout the duration of this project effort. Our project manager and key team staff have been chosen based on their successful and proven management and technical expertise, and **a big bonus for this contract - they are Orange County residents**. That allows our staff to be readily available to OCFA for meetings, database investigations, field mobilization, surveys, documentation, agency coordination, or any other OCFA project needs.

Chambers Group proposes to assist OCFA in their hazardous tree removal project by taking the lead with specific CEQA compliance activities described in more detail below. This OCFA project involves the removal and disposal of trees infested by Invasive Shot Hole Borers (ISHB) and Goldspotted Oak Borer (GSOB) beetles at various locations, which are yet to be determined, within the 163,992-acre project area (see Figure 2 – Project Location). Chamber Group's depth of staff and redundancy of skills and capabilities directly applicable to the tasks described below will ensure that Chambers Group is always able to provide OCFA with qualified biologists in a responsive and timely manner to handle the workload for the life of this contract.

Chambers Group will work with OCFA on identifying the high priority areas that may include Tier 2 (elevated) and Tier 3 (extreme) fire risk such as the Newport Coast and Turtle Rock areas near the coast to the areas within the Santa Ana Mountain foothills such as Santiago, Silverado, Trabuco and Modjeska canyons (see Figure 3 – Fire Sensitivity). The results of the fire risk areas can then be combined with land ownership, topography, and access routes to focus on "low lying fruit" in high fire risk areas. This will allow the team to achieve a good rhythm, combining coordination, staffing, surveying, documentation, and importantly – safety.

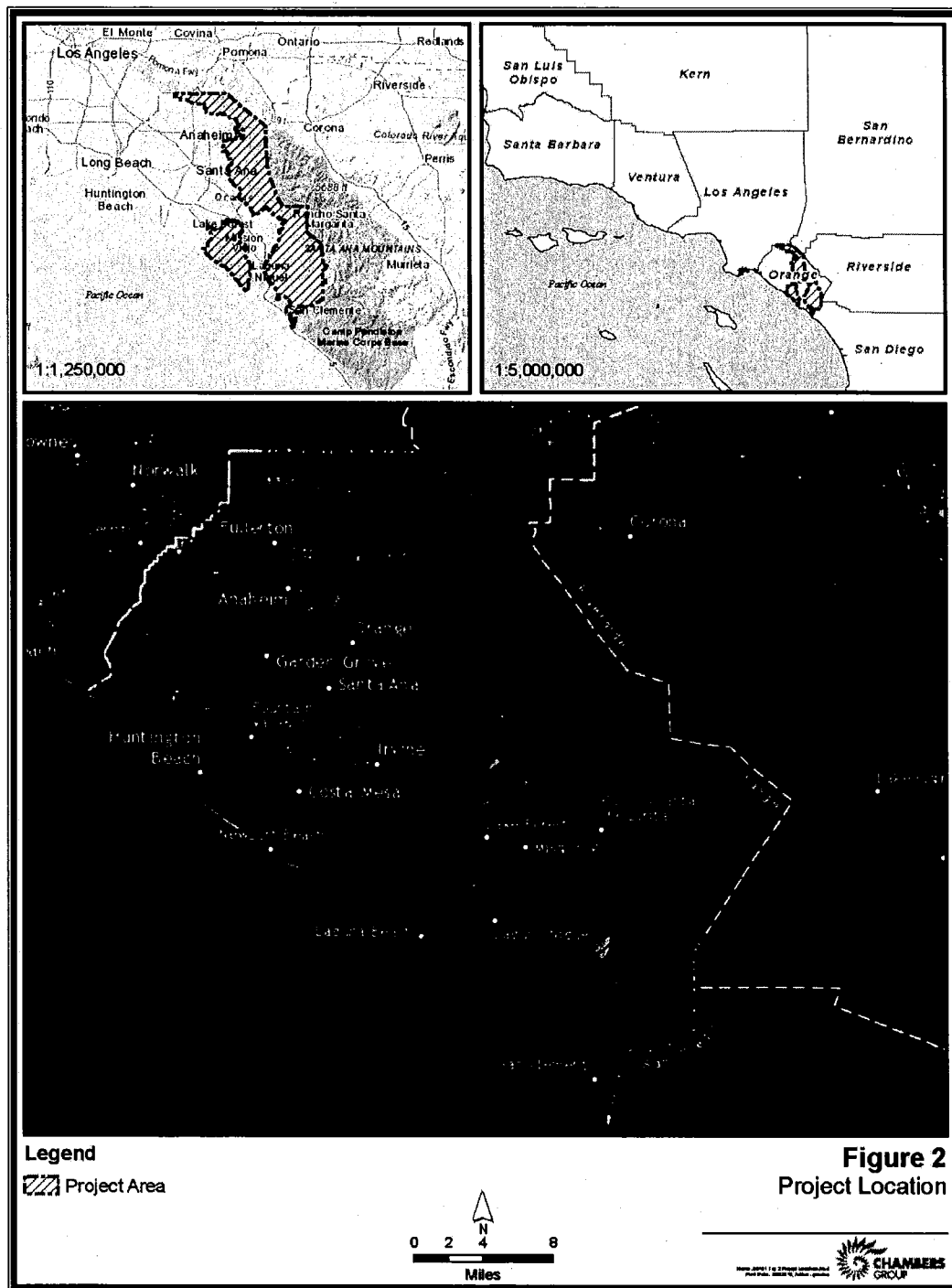
Upon receiving OCFA notification and identification of specific areas where tree removal/disposal activities are to occur, the Chambers Group Project Manager will contact the OCFA point of contact for this work and discuss prioritization of the different treatment areas and coordinate with the work crew leader regarding scheduling work at the various sites. Ideally, Chambers Group will be given a minimum of three days advance notice prior to commencement of work so as to properly execute pre-survey preparation, including review of biological resources database records of the area(s), to

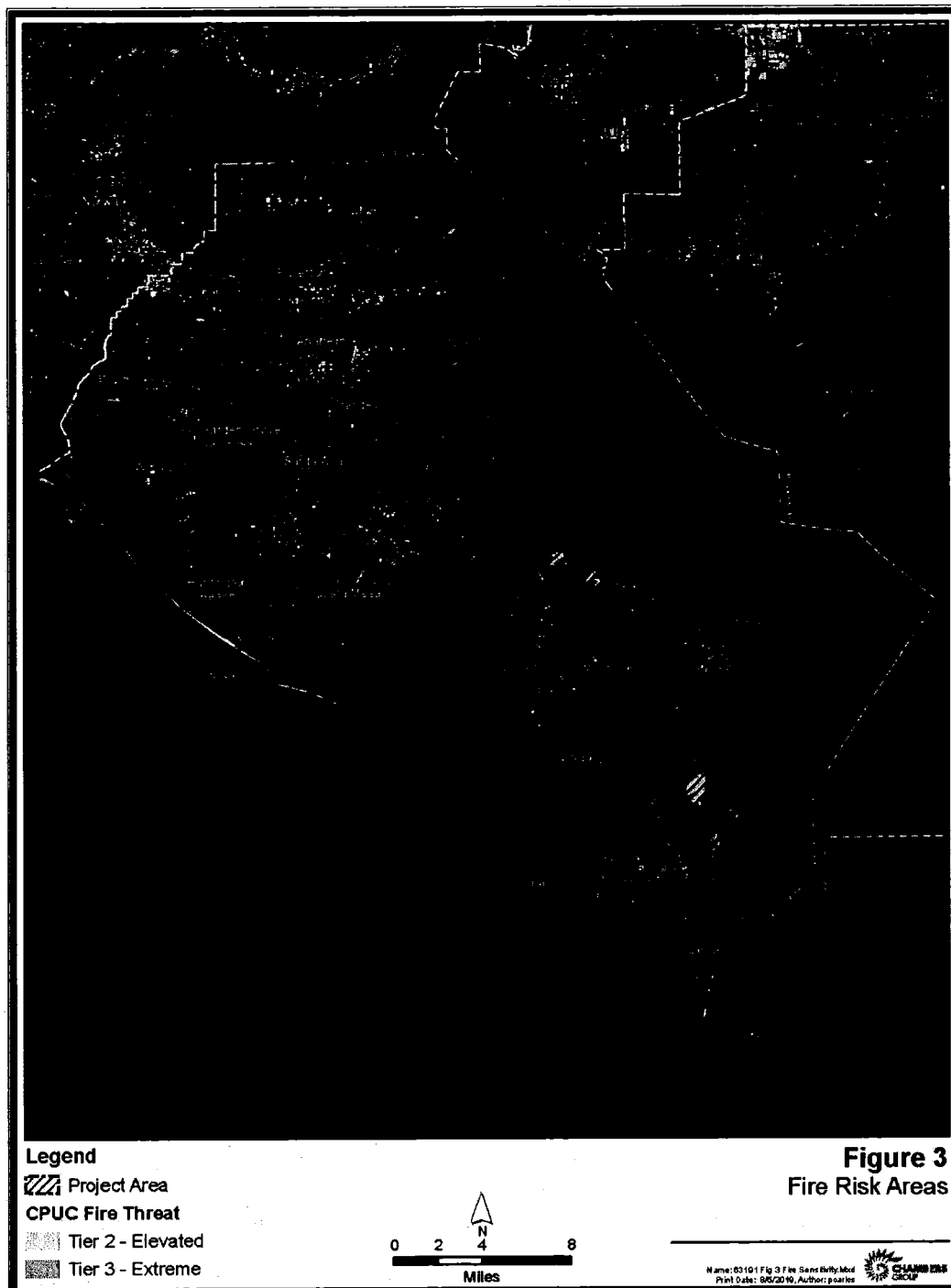
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coordinate with various landowners and the work crew leader(s), and to conduct the pre-work surveys for nesting birds and sensitive biological species/habitats.





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The pre-survey preparation will include a biological and cultural resources literature review to establish what is known and what work has been completed for each project area. The purpose of the biological review is to determine if there are any existing records of listed and/or sensitive plant and wildlife species occurring on or in the vicinity of the treatment areas. These records searches will also include cultural resources site files and literature reviews. The database review typically includes the United States Geological Survey (USGS) 7.5-minute topographic quadrangle containing the site, the CDFW California Natural Diversity Database (CNDDB), the United States Fish and Wildlife Service (USFWS) sensitive species occurrence database and critical habitat areas, the California Native Plant Society's Electronic Inventory (CNPSEI), National Wetland Inventory (NWI), previous vegetation maps and biological surveys prepared for the site (if available), and aerial photographs of the area for current relevant information. In addition, biological information included in reports previously prepared for projects in the area will be reviewed and referenced, if available. The cultural resources records review will include a review of the findings of a records search through the California Historical Resources Information System (CHRIS) database at the South Central Coastal Information Center (SCCIC) housed at California State University, Fullerton. The records search will review relevant previously recorded cultural resources, previous investigations, and historic maps within a predetermined search radius. Information to be reviewed will include location maps for all previously recorded cultural resources, previously conducted investigation boundaries, National Archaeological Database (NADB) citations and copies for associated reports, historic maps, and historic addresses. Chambers Group will also review properties listed on/as the California Points of Historical Interest (CPHI), California Historical Landmarks (CHL), Caltrans Historic Highway Bridge Inventory, California Historical Resources Inventory, local city and county registries of historic properties, the California Register of Historic Resources (CRHR), and the National Register of Historic Places (NRHP). The task will also include a search for potential prehistoric and/or historic burials (human remains) evident in previous site records and/or historical maps.

Land ownership will be assessed to determine if notifications will be required prior to activities. If needed, Chambers Group will notify the landowners with information provided by OCFA. Chambers Group will also monitor the weather to determine if there are any environmental constraints such as high temperatures, high wind, or rain that would prevent the removal of trees in areas of natural open space or areas adjacent to USFS lands. Access to the treatment areas will also be assessed to determine the most effective routes to and from the site(s), as well as routes to the nearest hospital in the event an injury occurs. Our safety coordinator will be available during the project to provide guidance and field any potential concerns in the field. We will also provide a Job Hazard Assessment form to be filled at each morning prior to surveys or monitoring activities.

Once the pre-survey has been conducted, Chambers Group will determine what staff will be required for the field assessment and will provide the name(s), contact information of the surveyor(s), date of the survey, and the location where the survey will take place. A permitted biologist and Secretary of the Interior-qualified archaeologist will be used for pre-work surveys and monitoring in situations where needed. The findings of the pre-work surveys will be communicated to OCFA and the applicable work crew leader(s) within hours of completing the surveys and prior to the commencement of work, particularly if active bird nests and/or sensitive biological or cultural resources are present on site. This quick communication is vital especially in situations where work at a given site needs to be postponed temporarily until protected nesting activities are completed. In such cases, it may be necessary to bypass such a site and return to it later when the issue is resolved.

Having a biologist monitor the tree removal/disposal work may not always be necessary, particularly where nesting birds and other sensitive biological or cultural resources are absent and when the work is being conducted outside the principal nesting bird and raptor season (February 15-June 30); however, it should be noted that the actual nesting season is typically January – July for raptors, and March – August 30 for other nesting birds and depends on location, elevation, and habitat types. Biological monitors will be responsible for making sure the tree removal work does not excessively impact native biological resources beyond what is needed to complete the work and does not adversely impact active bird nests or other sensitive biological resources in the immediate area. Also, as stated above, biologists and archaeologists at Chamber Group will work to prevent the unintentionally spread of ISHB/GSOB by employing Best

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Management Practices (BMPs) for good sanitation, which would include disinfecting tools, equipment, and boots, when working in infested areas to ensure that ISHB/GSOB are not transported off site. If bird nests are identified, Chambers Group lead biologist will determine what the appropriate avoidance buffer is, based on specific response behaviors and disturbance thresholds identified by the biologists. The data will be documented in Collector and a shapefile of the avoidance buffer will be posted so that the monitors (and any team members) can easily see where the avoidance area is while out in the field. Upon completion of the work at each site, or cluster of sites, Chambers Group will prepare and submit to OCFA a memorandum or letter report documenting the findings of the pre-work surveys and results of any monitoring work.

Chambers Group anticipates that most of the coordination and communication with OCFA and others will occur via phone (including conference calls) and email. However, we also recognize that some situations will require in-person meetings to occur either on site or at various offices (e.g., OCFA headquarters, landowners' offices, Chambers Group office). Although it is difficult to know with any certainty how much time will be needed, Chambers Group has nevertheless allocated up to a maximum of 150 hours for project meetings, and up to a maximum of 300 hours for coordination, consultation, and direct communication (via phone or online) over the life of this contract.

A Chambers Group archaeologist will conduct an archaeological survey of the project areas. The archaeologist will be equipped with a sub-meter accurate GPS unit that will have the proposed project boundary delineated to document the areas that were assessed, those with limited access/visibility, and develop a sensitivity map based on the literature review and survey. Survey notes will include a description of the survey area, site conditions, and other relevant observations.

Chambers Group will complete a systematic archaeological survey of the project area. The archaeological reconnaissance survey will review the project area for signs of:

- Prehistoric artifacts (e.g., flaked stone tools, ceramics, etc.),
- Tool-making debris (flaked stone debitage), stone milling tools (manos and metates), bedrock milling stations (basins and slicks)
- Historic artifacts (e.g., metal, glass, ceramics),
- Sediment discoloration that might indicate the presence of a midden or other cultural feature,
- Depressions and other features indicative of the former presence of structures or buildings (e.g., post holes, foundations),
- Historic buildings, structures, or objects, and Tribal Cultural Resources.

**5. Describe your firm's ability to provide personnel with the business knowledge, technical knowledge and qualifications outlined in the position requirements without any loss of service or performance levels to the OCFA.**

We pride ourselves on fast mobilization for all projects and Chambers Group regularly demonstrates our ability to field a project promptly. We have several proven systems in place to prevent schedule delays due to unforeseen changes. As previously stated, our project manager and key team staff **are Orange County residents**. That allows our staff to be readily available to OCFA for meetings, field mobilization, surveys and documentation, agency coordination, landownership notifications, or any other OCFA needs. Our project manager, key team members, and support staff will be dedicated to OCFA throughout the duration of this project effort. Our staffing plan for this project will also identify and include staff members qualified to serve as back-up for key personnel, if ever needed. These staff members will have current knowledge of the project and the sensitive resources in Orange County. Our team knows how to mobilize on very short notice. So even when the unexpected occurs such as an increase in crews or a change in location for tree



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removal, we will respond to the additional needs immediately - regardless of the locations or rigorous conditions - to be onsite with the appropriate surveyor (permitted biologist, botanist/wildlife biologist, cultural specialist) within just a few hours or less.

- Our staff is cross-trained to perform multiple tasks, making surveys and documentation swift and efficient. Our staff are supported by GIS specialists that will provide a background search on the area to ensure the appropriate surveyor type is in place.
- With a depth of biological and cultural staff, we can work within strict timeframes to meet current staffing needs as well as unanticipated staffing needs.
- Our key staff have full visibility when scheduling resources so that project staffing can be allocated immediately to avoid affecting schedule and cost.
- Key project resources can be targeted for specific activities, so they are not delayed and do not run up costs.

Chambers Group has an extensive in-house staff of professional biologists and archaeologists with years of experience, particularly in the areas of preconstruction surveys (e.g., nesting bird surveys, sensitive species surveys, historic and prehistoric resources) and construction monitoring. Also, Chambers Group has biologists and archaeologists with a wide variety of permits and certifications to adequately address whatever sensitive species or significant habitat issues should arise. This comprehensive experience is relevant to and directly overlaps with the capabilities and services sought by OCFA under this contract. In addition, the Project Manager and other supervisors assigned to this contract have years of experience working with clients on invoicing and other clerical needs, being responsive to clients' needs regarding the timely allocation of appropriate personnel, and coordination/communication with clients, agency personnel, and other team members. Additionally, Chambers Group excels in quickly and thoughtfully resolving obstacles and challenges that occasionally arise during a complex, wide ranging project such as this one. This is when our rapid responsiveness and excellent communication skills coupled with our extensive skills and experience will be instrumental in preventing any discernible loss of service or performance levels to the OCFA.

## Orange County Cultural Resources

Chambers Group Cultural Resources Staff are respected experts in the archaeology and history of Orange County. Our professionals have decades of experience with the cultural resources of the region and are well-versed in the regulatory environment of Orange County and the effects these regulations have on tribal, heritage, and historical resources. We have a deep roster of local experts (see organization chart) available to the OCFA on a moment's notice to mobilize immediately across the entire project footprint. All of our key personnel are Orange County Certified Archaeologists. Chambers Group has been a reliable and innovative presence in the environmental consulting industry of Orange County for 40 years. We have successfully demonstrated our responsiveness, capacity for scaling up or down, and consistency in producing high-quality deliverables for our Orange County clients all that time. We show no signs of slowing down or losing those characteristics that have contributed to such long-term local success.

**Ted Roberts, M.A., RPA** is our proposed archaeological lead for the OCFA project. Ted has nearly 20 years of archaeological and cultural resource management experience in the private sector, the government, and academic institutions. Ted has conducted archaeological projects in 18 U.S. states and three countries. These project settings have ranged from extremely remote mountain and desert (multiweek unsupported overlanding with a satellite phone) to highly urban (Los Angeles and New York City). Ted has managed and conducted project work in southern California since 2011 and permanently relocated to Orange County in 2017. Ted was instrumental in opening the Orange County office and expanding his previous firm's reach into California.

## Experience with ISHB Species

**Heather Clayton** is our proposal Botany Lead. As a senior botanist and native habitat restoration ecologist since 2004, Heather understands the current and potential impacts invasive shot hole borers can have on the County's tree population. Always eager to better understand the risks to native habitat, Heather has attended various symposia and

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workshops pertaining to Phytophthora, sudden oak death, the goldspotted oak borer, and the Fusarium dieback associated with shot hole borers, among others. She first learned of the devastating effects of the polyphagous shot hole borer during a California Native Plant Society talk given by entomologist and shot hole borer expert John Kabashima in February 2017. Heather attended the San Diego Tree Mortality Tour in November 2018 with him and participated as a consultant for County of Orange Public Works discussing options and possible unintended consequences for implementation of a native tree protection ordinance for the County. Other committee members part of this working group included Orange County Parks, Orange County Waste and Recycling, the County Agricultural Commission, the County Arborist, Orange County Fire Authority, John Kabashima, and those involved with maintenance of trees in the County. Unless we can curtail the effects of invasive shot hole borers now, there will be no more trees in Orange County to protect. Heather has identified populations of shot hole borer infestations in her projects and has been able to relay to her clients the importance of preventative action.

Heather also applies her knowledge to educate her colleagues at Chambers Group with signs to look for when conducting tree inventories and other biological surveys. Her hour-long presentation earlier this year discussed the biology of invasive beetles and fungal pests, summarized which tree species are affected and at risk, and showed how other biologists can play a role in preventing the spread of invasive species through best management practices and mapping any new populations. It is this passion and expertise that OCFA needs, to follow through on their goals for removal of affected trees and in complying with CEQA requirements.

**Christiana Conser** is a Project Botanist. As a project botanist, restoration ecologist and invasive species researcher since 2001, Christiana Conser has experience working with some of the worst invasive species in California. Christiana attended a Tree Mortality Tour in November 2018 given by Dr. John Kabashima, Environmental Horticulture Advisor (Emeritus) from University of California, Agricultural and Natural Resources. The tour focused on the complicated invasive ecology of ISHB and Fusarium dieback, and other emerging invasive pests in southern California such as the Gold Spotted Oak Borer, South American Palm Weevil, and Sudden Oak Death.

Christiana was a founding member of the California Invasive Species Advisory Committee (CISAC), under the California Department of Food and Agriculture's interagency council on invasive species. While Christiana was a member of CISAC, she participated in the development of the first statewide invasive species strategic framework, invasive species list, public outreach campaigns, and a firewood task force. She also authored a CISAC white paper called *Invasive Species Pathway Risk Analysis for California*. In 2018, CISAC received \$5 million in funding through AB 2470 for ISHB.

Christiana has worked in restoration projects, training biology and field staff how to identify invasive species and implement best management practices to minimize their spread or contamination from a site.

## **6. Explain how your Firm selects and retains resources with current, high-quality skill sets.**

Chambers Group recognizes the critical importance of having experienced, professional biologists and archaeologists on staff. To that end, Chambers Group carefully and rigorously screens applicants for employment at our firm. When we find individuals that meet our exacting standards, we indoctrinate them into our work environment that emphasizes a balance between a strong work ethic and life pursuits outside the work environment. All of us at Chambers Group strive to make sure work is fun, fulfilling, and above all safe. Chambers Group is an employee-owned company, so each employee has a vested stake in the success of the company. This helps to bring out the best in an already exemplary staff. Chambers Group has developed a unique, friendly, and collaborative culture over the years. We require our staff to be the best in the business, surrounding ourselves with the brightest and most experienced technical experts to cover any environmental or cultural issue that may arise. During the hiring process, once a potential hire has gone through our thorough interview process, the department's staff sit down with the potential new hire to make sure the new hire "fits the bill" and to make sure they will be able to work and collaborate with this new hire. It's a collective process that has worked well to retain our staff, a process that brings everyone to the table, as we all are vested in the

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success of the firm. Our staff play on and off the field and meet regularly outside of work to discuss business and personal life issues. Last year, we took a weekend camping trip to Joshua Tree National Park, fishing trips out of Dana Point and San Diego to take our chances at catching large pelagic fish and met at monthly happy hours to enjoy good food and drinks, decompress from work, and relax. Our HR group meets regularly with our Department Heads to identify and recognize exemplary conduct and performance of our staff and present them with honorable mentions and personal gifts on a semi-annual basis. We utilize our instant messaging smartphone application "Slack" for internal communication, sharing (photos, documents, stories), and notifications so that our entire company is up to date with all the daily activities taking place. Taken as a whole, this accounts for our low turnover of staff, and the retention of professionals who take pride not only in their company but also in keeping current with the high skill levels needed to satisfy our clients' exacting needs.

**7. Provide information regarding assigned persons regarding experience in providing biological and archaeological services. Include experience in the use and content of the California Environmental Quality Act and/or any associated certifications or additional qualifications.**

Chambers Group's Biological and Cultural Resources Departments consists of qualified wildlife biologists, botanists, regulatory specialists, restoration ecologists, archaeologists, and paleontologists. Chambers Group biologists provide presence/absence surveys, USFWS focused protocol-level surveys for threatened and endangered species, evaluation of habitats and wildlife corridor analysis. For this project effort, our team members hold specific USFWS and CDFW permits and MOUs to work and survey for sensitive wildlife species, including:

- Sensitive plant surveys
- Western burrowing owl
- Bats (visual and acoustic)
- Fairy shrimp
- Least Bell's vireo
- Coastal California gnatcatcher
- Southwestern willow flycatcher
- Western yellow-billed cuckoo
- Arroyo toad
- Southwestern pond turtle
- California legless lizard
- Two-stripe garter snake
- Santa Ana speckled dace
- Santa Ana sucker
- Arroyo chub
- Southern rosy boa

Our proposed Project Manager and key staff have provided assistance with formal consultations with the USFWS pursuant to Sections 7 and 10 of the ESA and associated Biological Assessments and Habitat Conservation Plans, and CDFW 2081 and 2080.1 Incidental Take Permits and Consistency Determinations. Our proposed staff have a proven success in helping our clients in fulfilling the requirements of the ESA, Clean Water Act and Migratory Bird Treaty Act. Our key staff are subject matter experts and are supported by biologists that have years of experience conducting technical surveys and environmental compliance. Our proposed team have prepared project-specific Sensitive Species Relocation Plans and Mitigation and Monitoring Plans and will be able to quickly draft and coordinate with the agencies on any sensitive issue that may arise during this project effort. Our proposed staff have developed many Nesting Bird Survey Monitoring Plans for large scale construction projects with specific nesting buffer reductions to allow work to commence in tight areas. We have been able to work with CDFW on reducing some nesting bird species avoidance buffers from 250 feet to as little as 15 feet based on specific species' response behaviors, disturbance thresholds, line of sight between the nest and the proposed work, location of nest in a tree or structure, and construction methodologies. This has allowed construction to move forward when unexpected sensitive resources are found, while remaining in compliance with CEQA and NEPA regulations.

## Biological and Archaeological Survey Services RFP Number: RO2378

Orange County Fire Authority



Chambers Group's Cultural Resources Department key personnel meets or exceeds the Secretary of the Interiors Qualification Standards in Archaeology (prehistoric and historic), History, and Architectural History. Our Team brings a wealth of experience in cultural resources expertise specifically CEQA. We are well versed in conducting archaeological compliance projects for federal, state, and municipal agencies. Chambers Group specializes in assisting local governments reach compliance with cultural resource laws and regulations and are especially well-versed in the needs of our Orange County agencies.

Our services encompass the range of cultural resources services and include literature and archival research, survey and detailed inventories and documentation of cultural resources; eligibility evaluations of archaeological and historic built environment resources, development and implementation of mitigation and archaeological data recovery programs.

Our Team has experience with the preparation and implementation of Integrated Cultural Resources Management Plans (ICRMP), archaeological monitoring, cultural landscape studies, historic structure reports (HSR), design guidelines/historic building maintenance plans, historic and archaeological research designs, context studies (historic and prehistoric), HABS/HAER/HALS documentation, regional research designs and studies, and historic building maintenance plans. Additionally, our staff have demonstrated experience in conducting and managing all aspects of archaeological, architectural history, and landscape studies, including, but not limited to: lithic technology, ceramic analysis, ceramic sourcing (INAA analysis), lipid residue analysis, faunal analysis, physical anthropology, pollen and phytolith analysis, macrobotanical studies, protein residue, obsidian hydration and sourcing, radiocarbon (<sup>14</sup>C) analysis, geomorphology/geophysical/geoarchaeological studies, historical archaeology, history, and historic architecture/architectural history.

### Customer Service

8. Describe the level of customer service that will be provided, including procedure that will ensure consistency and problem escalation and resolution. The description should include, but is not limited to: contact process, follow up process, other internal procedures.

Our firm has developed a systematic approach to project management of contracts like this one. Our staff is adept at managing simultaneous tasks at multiple sites, expediting project schedules and ensuring consistent, high-quality delivery, from responding to work requests and organizing requisite surveys and monitoring to communicating with our clients and keeping them fully informed at all times.

Our approach will provide the OCFA with the ability to focus on their specific responsibilities without having to worry about the biological and archaeological components of this contract. Strict and defined communication procedures are

#### Services:

- Cultural Resources Survey & Inventories
- NRHP Eligibility Evaluations
- Data Recovery & Mitigation
- Section 106 & 110 Consultation
- Paleontological Studies
- Bioarchaeological Analysis
- Construction Monitoring
- Treatment Plans
- Material Culture Analysis
- Cataloging and Curation
- Literature Reviews & Site File Services
- Native American Consultation
- Native American Monitor Training
- Memoranda of Agreement (MOA)
- SHPO Consultation
- Maritime Archaeology & Maritime Services

#### Documentation:

- 3D Imaging (Photogrammetry and Laser Scanning)
- Geophysical Survey (GPR, Gradiometry, Magnetometry, EM, etc.)
- Aerial Imaging (UAV)
- Survey Grade Mapping
- Database Development
- Site Inventory
- HABS/HAER/HAL

#### Research & Outreach:

- Ethnographic Interviews
- Threat/Preservation Assessments
- Archival Research
- Stakeholder Consultation
- National Register of Historic Places (NRHP) Nominations
- Expert Witness Testimony
- Historic Contexts
- Interpretive Displays/Posters
- Public Education & Interpretation

**Biological and Archaeological Survey**  
**Services RFP Number: RO2378**

Orange County Fire Authority



vital for contract success, and as such, Chambers Group will provide OCFA with a communication protocol, including the chain of communication during all project work with whom and when to contact. In addition, the firm has developed an efficient system for managing the field personnel in order to keep abreast of their progress on the project and identify potential problems before they arise. This plan is in place to minimize delays during unforeseen circumstances in which other team members can easily step in to perform the needed tasks.

At Chambers Group, effective communication begins with actively listening to our client's needs on a consistent basis. Communication with OCFA will be established through the Project Manager and other designated team members and maintained consistently along with support from other technical staff to provide access to the combined expertise at our firm. This constant contact ensures that OCFA is informed about project activities thereby providing frequent opportunities to ask questions about the project, and to assure that there are no unresolved problems. Individual team members will report findings to the Chambers Group Project Manager and work together to take any corrective actions necessary to ensure that OCFA tree removal operations run efficiently and safely. All unforeseen work or deviation from the scope assumptions will be tracked and prompt notification will be provided to OCFA for review and approval prior to implementation.

Chambers Group is committed to maintaining good working relationships with all OCFA staff, all other jurisdictions involved, and the various land partners. The Project Manager would coordinate or support OCFA in any applicable consultation with federal, state, and local agencies, if necessary. Our strategy for outside agency consultation will be based on OCFA input, the specific resource issue, and the regulatory staff involved. In some cases, it is advantageous to bring all parties together to discuss the pertinent issue. At other times a streamlined approach can help overcome these obstacles.

**9. Provide samples of a recent biological and archaeological related report that was completed with your proposal.**

We have provided recent sample reports in Appendix B of this proposal.



## Appendix B: List of References

Customer Agency Name	Sanitation Districts of Los Angeles County
Contact Individual & Title	Bryan Langpap, Supervising Engineer
E-mail/Telephone number	blangpap@lacsdc.org 562-908-4288 x2770
Date of Project & Description of services provided including contract amount	2008 - 2016. On-Call Biological Resources Services Various Projects. Performed bio services on projects involving numerous sites within the District's 850-square-mile service area. \$236,662
Customer Agency Name	Marblehead Development Partners/Taylor Morrison
Contact Individual & Title	Sean Doyle, Director of Forward Planning
E-mail/Telephone number	sdoyle@taylormorrison.com 949-341-1200
Date of Project & Description of services provided including contract amount	8/2005 - 9/2017. Sea Summit at Marblehead Coastal Development (Bio Surveys, Revegetation, Mitigation Monitoring and Restoration). Environmental consulting services including permitting, ecological restoration, construction monitoring, focused surveys and performance monitoring \$2,463,068
Customer Agency Name	San Diego Gas & Electric (SDG&E)
Contact Individual & Title	Rob Fletcher, Environmental Specialist
E-mail/Telephone number	rfletcher@semprautilities.com 858-637-3759
Date of Project & Description of services provided including contract amount	July 2014 - Ongoing. Operations & Maintenance, Major Projects, and Restoration Master Service Agreements in Land Planning, Biological Resources, Cultural Resources, Aquatic Resources, Paleontological Resources, and Native American Services. \$20,199,005
Customer Agency Name	Orange County Public Works
Contact Individual & Title	Rory Paster, Permit Manager
E-mail/Telephone number	rory.paster@ocparks.com 714-647-3912
Date of Project & Description of services provided including contract amount	2001 - Ongoing. On-Call Environmental Services including creeks, in-channel basins, channel outlets, marshes, and bays in coastal, urban, and semi-rural areas. Services have involved CEQA compliance, permitting, habitat restorations, wildlife and vegetation species surveys and monitoring, permitting, and environmental analyses including biological assessments, biological reconnaissance, field surveys for sensitive species/habitat, protocol surveys, and jurisdictional delineations. \$2,000,000.
Customer Agency Name	Los Angeles County Department of Public Works
Contact Individual & Title	Yi Sak Kim, Civil Engineer Assistant
E-mail/Telephone number	ykim@dpw.lacounty.gov 626-458-6327
Date of Project & Description of services provided including contract amount	4/1997 - Present. Preparation and Implementation of the Master Mitigation Plan (MMP) for the Big Tujunga Wash Mitigation Bank Site. Reinitiating the brown-headed cowbird trapping program and conducting exotic species removal. Water quality monitoring, trails monitoring, and the public outreach program. \$2,008,353.

**Biological and Archaeological Survey**  
**Services RFP Number: RO2378**  
Orange County Fire Authority



Customer Agency Name	Yorba Linda Water District
Contact Individual & Title	Joe Polimino, Construction Supervisor
E-mail/Telephone number	jpolimino@ylwd.com 714-701-3104
Date of Project & Description of services provided including contract amount	12/2012 - 09/2017. Hidden Hills Reservoir Construction Project, Biological Monitoring and Restoration. Prepared the Habitat Mitigation and Monitoring Plan (HMMMP) for the Hidden Hills Reservoir site prior to construction of a two million-gallon underground reservoir. Biologists monitored during construction of the reservoir and prepared daily monitoring reports to document compliance. \$155,246.
Customer Agency Name	City of Carlsbad
Contact Individual & Title	John Maashoff, Construction Manager
E-mail/Telephone number	john.maashoff@carlsbadca.gov 760-802-7807
Date of Project & Description of services provided including contract amount	10/2017 - 01/2019. Carlsbad Boulevard Island Way Archaeological and Paleontological Monitoring. Construction monitoring for the City of Carlsbad's corrugated metal pipe project on Carlsbad Blvd. Archaeological and Native American Monitors attended the pre-construction meeting, instructed crew on types of cultural resources present in the area, and monitored all construction activities. \$54,250
Customer Agency Name	Terracon
Contact Individual & Title	Sami Noaman, Principal
E-mail/Telephone number	949-261-0051 sami.noaman@terracon.com
Date of Project & Description of services provided including contract amount	08/2018 - 02/2019. Shake Shack Cultural Monitoring. Construction monitoring of all ground disturbing activities associated with the construction of a Shake Shack restaurant in San Diego. Archaeological and Native American Monitors were present for all ground-disturbing construction activities. Historic artifacts were collected at the site and curated in compliance with the project's MMRC. \$37,752
Customer Agency Name	Project Navigator Ltd.
Contact Individual & Title	Tamara Zeier, Project Manager tzeier@projectnavigator.com 310-766-0116
E-mail/Telephone number	09/2002 - Ongoing. Ascon Landfill Remediation. Provided monitoring for California Species of Special Concern during construction activities and prepared a report for submittal to the California Department of Fish and Wildlife (CDFW) with proposed mitigation measures in order to protect the resource and allow construction to continue. As part of mitigation for impacts to the southern tarplant, a sensitive plant species present at the Ascon Landfill, Chambers Group has assisted with more than seven years of restoration services at a nearby offsite mitigation location through weed abatement, dry thatch mowing, reseeding of southern tarplant, and monitoring and reporting activities. \$258,000
Customer Agency Name	
Contact Individual & Title	
E-mail/Telephone number	
Date of Project & Description of services provided including contract amount	

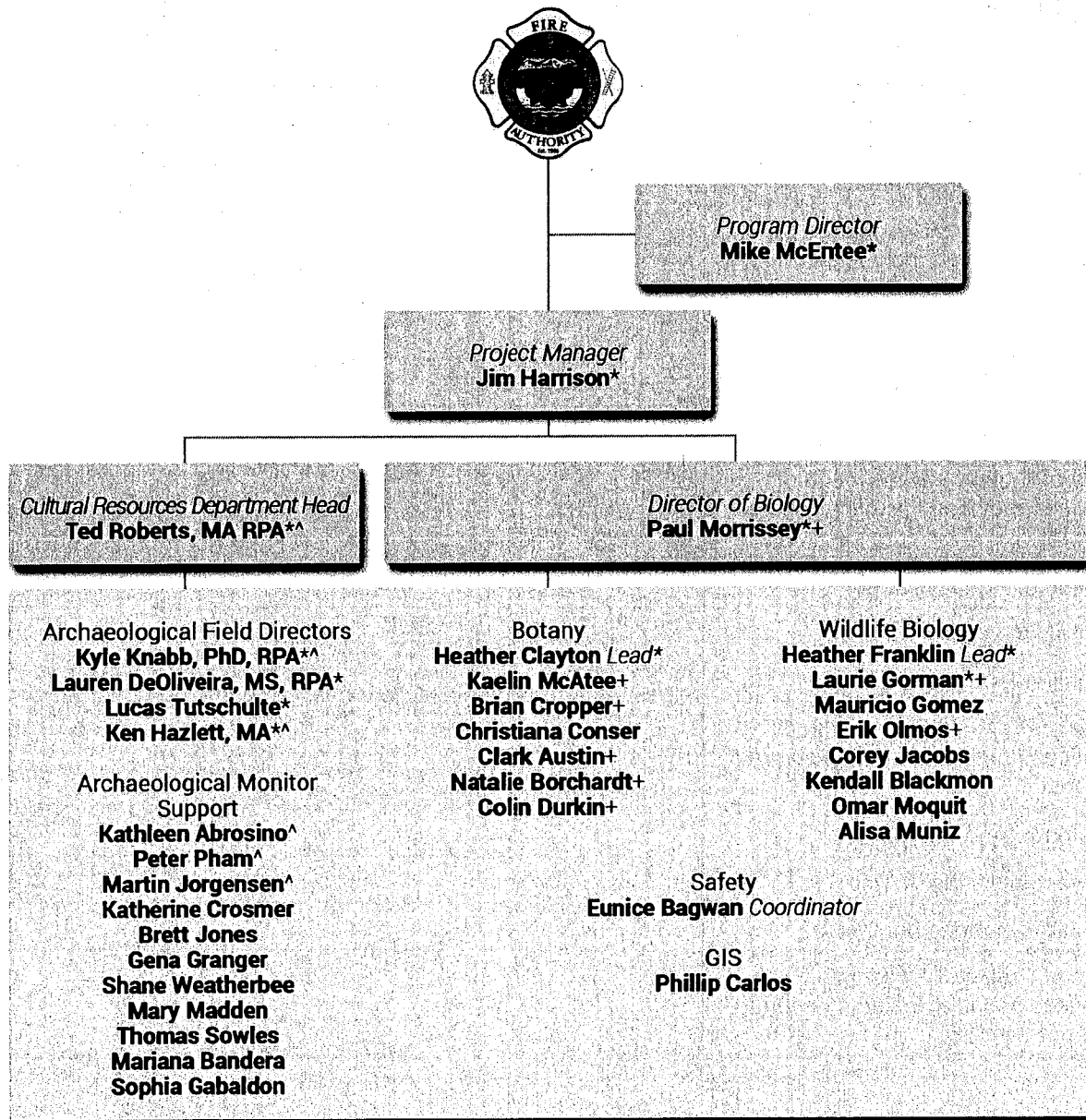
*Handwritten signatures and initials*



## Proposed Individual's Resume for Services

### Organization Chart

This organizational chart illustrates the roles and reporting structure of all team members who will be involved in the assigned Task-Order projects on this Biological and Cultural Surveying Services contract. We have provided resumes that highlight qualifications and "hands on" responsibilities with monitoring and surveying projects in Appendix A of this submittal.



\* Denotes Resumes included for Key Staff  
 + Denotes Cross-Trained Botany/Wildlife Monitors  
 ^ Denotes Cross-Trained Archaeo/Paleo Monitors

## Offer/Cost Proposal

Chambers Group has prepared a price proposal including the total price proposed to accomplish all the performance and deliverables requested in this RFP. We have submitted Appendix D along with our Standard Rate Sheet as a separate document as instructed on Appendix D.

RFP RO2378 - Biological and Archaeological Survey Services

### APPENDIX E - CERTIFICATION OF PROPOSAL

In responding to **RFP RO2378 – Biological and Archaeological Survey Services**, the undersigned offeror(s) agrees to provide services for OCFA per the specifications. Offeror further agrees to the terms and conditions specified herein the following terms and conditions that are a part of this proposal and the resulting Maintenance Services Agreement. **If there are any exceptions to the terms and conditions or contract they must be stated in an attachment included with the offer.** While exceptions will be considered, OCFA reserves the right to determine that an offer is non-responsive based upon any exceptions taken. OCFA's governing body reserves the right to deny any material exceptions to the contract.

- A. The Offeror hereby certifies that the individual signing the submittal is an authorized agent for the Offeror and has the authority to legally bind the Offeror to the Contract. Signature below verifies that the Offeror has read, understands, and agrees to the conditions contained herein and on all of the attachments and agenda.
- B. The submission of the offer did not involve collusion or other anti-competitive practices.
- C. The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.
- D. **The Offeror has submitted the Party, Participant (Agent) Disclosure Form if applicable.**
- E. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
- F. The Offeror complies fully with the Federal Debarment Certification regarding debarment suspension, ineligibility and voluntary exclusion.

**Independent Price Determination:** I certify that this offer is made without prior understanding, arrangement, agreement, or connection with any corporation, firm or person submitting an offer for the same services, and is in all respects fair and without collusion or fraud. I certify that I have not entered into any arrangement or agreement with any Orange County Fire Authority public officer. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this offer and certify that I am authorized to sign this agreement for the Offeror.

#### TO THE ORANGE COUNTY FIRE AUTHORITY:

The Undersigned hereby offers and shall furnish the services in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as fully set forth herein. The representations herein are made under penalty of perjury.

Chambers Group, Inc.

Name of Firm

5 Hutton Centre Drive, Suite 750, Suite 750

Address

Santa Ana, CA 92707

City

State

Zip

Signature of Person Authorized to Sign

Alex Gurrola

Date

August 7, 2019

Chief Executive Officer

# IRS W-9 Form

**Form W-9**  
(Rev. November 2017)  
Department of the Treasury  
Internal Revenue Service

**Request for Taxpayer Identification Number and Certification**

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**CHAMBERS GROUP INC.**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC  
☐ C Corporation  
☒ S Corporation  
☐ Partnership  
☐ Trust/estate  
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) **>**  
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLO if the LLO is classified as a single-member LLC that is disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  
☐ Other (see instructions) **>**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 9):  
Exempt payee code (if any) \_\_\_\_\_  
Exemption from FATCA reporting code (if any) \_\_\_\_\_  
(Applicable to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.  
**5 HUTTON CENTRE DR, SUITE 750**

6 City, state, and ZIP code  
**SANTA ANA, CA 92707**

7 List account number(s) here (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number  
\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_  
OR  
Employer identification number  
33-0283470

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here  
Signature of U.S. person *[Signature]*  
Date **2/27/2018**

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What Is Backup Withholding*, later.

Cal. No. 10231X Form W-9 (Rev. 11-2017)

## Party Participant and Agent Disclosure Forms

RFP RO2378 - Biological and Archaeological Survey Services

**ORANGE COUNTY FIRE AUTHORITY**  
**PARTY DISCLOSURE FORM**

Party's Name: Chambers Group, Inc.

Party's Address: 5 Hutton Centre Drive, Suite 750, Santa Ana, CA 92707

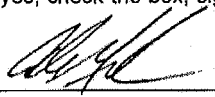
Party's Telephone: 949-261-5414

Solicitation Title and Number: RFP RO2378 Biological and Archaeological Survey Services

Based on the party disclosure information provided, are you or your business subject to party disclosures?

No ☒ If no, check the box and sign below. Yes ☐ If yes, check the box, sign below and complete the form.

Date: August 7, 2019

  
Signature of Party and/or Agent

*To be completed only if campaign contributions have been made in the preceding twelve (12) months. Attach additional copies if needed.*

Board Member(s) or Alternate(s) to whom you and/or your agent made campaign contributions and dates of contribution(s) in the preceding 12 months:

Name of Member: \_\_\_\_\_

Name of Contributor (if other than Party): \_\_\_\_\_

Date(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

Name of Member: \_\_\_\_\_

Name of Contributor (if other than Party): \_\_\_\_\_

Date(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

Name of Member: \_\_\_\_\_

Name of Contributor (if other than Party): \_\_\_\_\_

Date(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

RFP R02378 - Biological and Archaeological Survey Services

**ORANGE COUNTY FIRE AUTHORITY**  
**PARTICIPANT DISCLOSURE FORM**

*To be completed only if campaign contributions have been made in the preceding twelve (12) months. Attach additional copies if needed.*

Prime's Business Name: Participant Disclosure Form Not Applicable to Chambers Group

Party's Name: \_\_\_\_\_

Party's Address: \_\_\_\_\_

Party's Telephone: \_\_\_\_\_

Solicitation Title and Number: \_\_\_\_\_

Date: August 7, 2019

Signature of Party and/or Agent \_\_\_\_\_ Not Applicable

Board Member(s) or Alternate(s) to whom you and/or your agent made campaign contributions and dates of contribution(s) in the preceding 12 months:

Name of Member: \_\_\_\_\_

Name of Contributor (if other than Party): \_\_\_\_\_

Date(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

Name of Member: \_\_\_\_\_

Name of Contributor (if other than Party): \_\_\_\_\_

Date(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

Name of Member: \_\_\_\_\_

Name of Contributor (if other than Party): \_\_\_\_\_

Date(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_



## **Appendix A:**

### **Project Team Resumes**



## Mike McEntee

Chief Operating Officer | Executive Vice President, Technical Services

Years with Chambers  
Group: 14

### Education

BA, Biology, California State  
University, Fullerton, 1995

### Training

Southwestern Willow  
Flycatcher Workshop,  
Southern Sierra Research  
Station

Marine Corps Certified Range  
control OIC/RSO

BLM Flat-Tailed Horned  
Lizard Training

### Certifications

California gnatcatcher:  
authorization to survey,  
locate and monitor nests,  
remove brown-headed  
cowbird eggs and chicks from  
parasitized nests; USFWS  
Permit #TE099463-0; Least  
Bell's vireo: authorization to  
locate and monitor nests,  
remove brown-headed  
cowbird eggs and chicks from  
parasitized nests; USFWS  
Permit #TE099463-0

Southwestern willow  
flycatcher: authorization to  
survey, locate and monitor  
nests, remove brown-headed  
cowbird eggs and chicks from  
parasitized nests; USFWS  
Permit #TE099463-0

### Affiliations

Member of the USFWS and  
USGS least Bell's vireo,  
southwestern willow  
flycatcher, and yellow-billed  
cuckoo recovery working  
group

## Professional Experience

Mike McEntee is a biologist with 20 years of environmental consulting experience. He works with clients to document compliance of complex permit requirements and conditions, drafts Biological Assessments and negotiates long-term management agreements for mitigation lands.

He specializes in biological surveys and mitigation monitoring for large construction projects and has conducted surveys for least Bell's vireo, coastal California gnatcatcher, southwestern willow flycatcher, western snowy plover, burrowing owl, arroyo toad, gray fox, Yuma clapper rail, black rail, yellow-billed cuckoo, mountain yellow legged frog, coast range newt, California red legged frog, Santa Ana sucker, bats, macroinvertebrates, and plants.

In addition, he has successfully assisted clients in obtaining federal and state permits from the U.S. Army Corps of Engineers (USACE), the U.S. Fish and Wildlife Service (USFWS), the California Department of Fish and Wildlife (CDFW), and the Regional Water Quality Control Board (RWQCB). He has worked on projects throughout the western United States and has strong relationships with a broad array of state and federal regulators.

## Project Experience

### On-Call Environmental Services, Los Angeles County Sanitation District, Los Angeles County, CA.

**Program Manager.** Mike was responsible for coordinating with Sanitation District project managers, contractors, regulatory agencies, and oversight for CEQA compliance, biological surveys, and mitigation monitoring. Numerous sites located within the District's 800-square mile service area were included. The District required biological/environmental support to construct, operate and maintain facilities to convey, treat, recycle, and dispose of sewage and industrial wastes and generate recycled water, electrical power, electrical power and biosolids.

### On-Call Environmental Services, Los Angeles County Department of Public Works (LACDPW), Los Angeles County, CA

**Principal Biologist.** Mike was responsible for coordination with LACDPW and oversight for CEQA compliance, biological surveys, and wetlands delineations, involving numerous sites located in Los Angeles County and the Angeles National Forest. Over 100 task orders have been completed on the on-call contract over the past decade. The surveys and reports were required by the U.S. Forest Service (USFS) to allow Los Angeles County to conduct maintenance and improvement activities. Individual projects have included: Angeles Forest Highway Over Mill Creek, Natural Environment Study (NES) and Biological Assessment; Big Tujunga Wash Master Mitigation Bank Plan, Biological Services; Sierra Highway Widening and Realignment, Biological Services, Jurisdictional Delineation, and Permitting; Cooks Canyon Crib Dam M1-A Debris Basin Dewatering



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System, Vegetation Surveys; Live Oak Reservoir Cleanout, Environmental Services; Spunky Canyon Road Sediment Removal, Biological Services; Avalon Bridge Over Dominguez Channel, Biological Resource Survey and Jurisdictional Delineation; Fitch Avenue Bridge Replacement, Biological and Cultural Services; and Sierra Highway Over Mint Canyon Wash, Biological Survey.

## Big Tujunga Wash Mitigation Support for the 2017 Fires, Los Angeles County Department of Public Works, Sunland, Los Angeles County, CA.

**Principal in Charge.** Mr. McEntee provided program management and helped develop an approach to restore the mitigation bank after the 2017 fires. He oversaw the preparation of a conceptual mitigation plan. The purpose of the plan was to serve as a guide for implementation of the potential enhancement programs after the site burned. The plan discussed strategies for habitat restoration and revegetation, exotic plant eradication, formal trails establishment, exotic wildlife eradication, public outreach, water quality monitoring, and functional analysis.

## Big Tujunga Wash Master Mitigation Plan (MMP), Los Angeles County Department of Public Works, Sunland, CA

**Lead Biologist.** Mike conducted focused protocol surveys for the southwestern willow flycatcher to determine its presence/absence in approximately 50 hectares (123 acres) of riparian areas in Big Tujunga Wash. He assisted with the preparation of a final MMP. The purpose of the MMP was to serve as a guide for implementation of the various enhancement programs and to fulfill the CDFW requirement for the preparation of a management plan for the site. The MMP discussed strategies for habitat restoration and revegetation, exotic plant eradication, brown-headed cowbird trapping, formal trails establishment, exotic wildlife eradication, public outreach, water quality monitoring, and functional analysis.

## I-405 Sepulveda Pass Widening Project, Kiewit Pacific, Los Angeles County, CA

**Project Director.** Mike assisted with the design build process to minimize environmental impacts and reduced costs, assisted with the development of the mitigation plan and conducted all negotiations. He coordinated efforts with Kiewit Pacific, CDFW, and California Department of Transportation (Caltrans) for surveys including sensitive plants, vegetation communities, native trees, nesting birds, bats (day and night), and sensitive species constraints mapping in 2009 and 2010 on both sides of the I-405 freeway. Mike developed an Environmental Compliance Monitoring Program, Pre-Construction Bat Surveys in accordance with the CDFW Streambed Alteration Agreement and developed the Contractor Education Brochure for this project. A nesting bird was discovered within the project footprint and the CDFW placed a work stoppage for the remainder of the nesting season. This stoppage would have lasted several months and cost millions of dollars. He and his team worked relentlessly to develop a strategy and coordinate with CDFW to allow construction activities to resume. In cooperation with CDFW, Mike and his team prepared a mitigation plan to avoid impacts to the birds, trained construction crews unceasingly on the plan's measures, performed requested clearance surveys, and conducted daily monitoring. This joint effort brought the project back on track in two business days.

## Marblehead Coastal Development Project, SunCal, San Clemente, Orange County, CA

**Principal Biologist.** This 250-acre site is the last large coastal property to be developed along the Orange County coastline. Mike provided environmental consulting services, which included supplying technical assistance needed to acquire a Coastal Development Permit and ensure compliance with all other applicable permits, as well as conduct focused gnatcatcher surveys, construction monitoring, ecological restoration and performance monitoring for five years. He ensured compliance with all conditions of the Habitat Management Plan (HMP) during initial vegetation clearing/grubbing, erosion control and project construction phases. Restoration efforts included enhancement of native grasslands and coastal bluff scrub. The HMP was designed to maximize the habitat value for coastal California gnatcatcher and other species dependent on sage scrub as well as to enhance the functional value of the preserved/restored wetlands within the canyons by improving connectivity and allowing for wildlife movement between each area.

## Jim Harrison

Biology | Senior Biologist/Project Manager

Years with Chambers  
Group: <1

### Education

BA, Biological Sciences,  
California State University,  
Fullerton, 1990

### Affiliations

California Native Plant  
Society (Life Member)

Southern California Botanists

### Expertise

Biological Assessments

Botanical Resources Surveys

Regulatory Permitting

Wetland/Jurisdictional  
Delineations

### Training

Wetland Training Institute:  
Wetland Delineation  
Refresher Course (2014);  
Field Indicators of Hydric  
Soils (2013); Arid West  
Supplement Course (2007)

Jepson Herbarium

Workshops: Rare Plants of  
Western San Diego County  
(2008); Bryophytes and  
Lichens of Southwestern  
California (2002); Flora of  
San Luis Obispo County  
(2000); Flora of Santa Cruz  
Island (1997); Vernal Pools  
(1996); Taxonomy of Native  
Oaks (1996)

California Native Grass  
Association, 3<sup>rd</sup> Annual Plant  
Identification Workshop,  
Rancho Santa Ana Botanic  
Garden (1995)

Plant Taxonomy Course,  
California State University,  
Fullerton (1994)

## Professional Summary

A native of Orange County and currently residing there, Jim Harrison has been a consulting biologist in the environmental consulting industry for over 27 years and was with LSA Associates, Inc. for nearly 23 of those years. As a Senior Biologist at Chambers Group, Inc., Mr. Harrison is primarily responsible for managing and collaborating on a wide variety of projects dealing with biological resources, regulatory jurisdiction and permitting, mitigation planning and implementation, and federal, state, and local agency coordination throughout Southern California. His botanical experience has included floristic inventories, rare plant surveys, vegetation/habitat classification and mapping, impact analyses, and mitigation planning and has involved a wide variety of native plant species and communities throughout Southern and Central California. Mr. Harrison was the chief botanist and project manager of multiple translocation efforts pertaining to populations of intermediate mariposa lily (IML) (*Calochortus weedii* var. *intermedius*) and many-stemmed dudleya (*Dudleya multicaulis*) throughout Orange County, California. He also supervised and managed various botanical experiments and studies conducted by the Biology Department of California State University, Fullerton, and by Earthworks/Tree of Life Nursery regarding IML. He also served on the Board of Directors for the Southern California Botanists from 1999 to 2002.

Mr. Harrison has extensive experience working with various resource and regulatory agencies to analyze impacts and recommend mitigation measures as part of the California Environmental Quality Act/National Environmental Policy Act (CEQA/NEPA) documentation for numerous private- and public-sector projects. He has also prepared and/or supervised Natural Environment Studies (NESs) for several California Department of Transportation (Caltrans) projects.

As a wetlands scientist, Mr. Harrison's chief responsibilities and experience pertaining to regulatory permitting include: (1) identification and delineation of wetlands subject to Section 404 of the Clean Water Act; (2) Jurisdictional Delineations and preparation of notification packages for Streambed Alteration Agreements under Section 1602 of the California Fish and Game Code; (3) identification and delineation of wetlands and streambeds within the Coastal Zone pursuant to the definitions included in the California Coastal Act and implementing regulations as they are currently applied by the California Coastal Commission (CCC) and their staff ecologists; (4) processing of application packages for various regulatory permits, such as Section 404 individual permits, nationwide permits, and Section 401 water quality certifications; and (5) preparation of habitat mitigation and monitoring plans according to guidelines established by the United States Army Corps of Engineers (Corps). Mr. Harrison provided expert testimony on wetlands at the CCC's Wetland Workshop in November 2006.

## Project Experience

### Orange County Central Region Landfills, Orange County Waste & Recycling

**Principal Biologist.** Mr. Harrison oversaw several successive 3-year on-call contracts with OC Waste & Recycling (OCWR) regarding biological resources at landfills in their central region. He was responsible for rapid deployment of biologists to address sudden emergency needs at OCWR facilities. He supervised and managed the planning and implementation of translocation programs for populations of IML and many-stemmed dudleya. Mr. Harrison also conducted and supervised various biological surveys for Orange County Waste & Recycling at the Frank R. Bowerman (FRB) Landfill, Santiago Canyon Landfill, and Gothard Facility. Many of these biological surveys were focused special-status species surveys. He has also supervised and managed the preparation of a Jurisdictional Delineation report for submittal to the regulatory agencies as part of the East Flank and Buttress Excavation Project at FRB Landfill. In addition, Mr. Harrison managed the biological monitoring for various vegetation clearing activities at FRB Landfill and supervised the successful completion of two different Natural Community Conservation Plan (NCCP) Minor Amendments.

### Orange County South Region Landfills, Orange County Waste & Recycling

**Principal Biologist.** Mr. Harrison has functioned as a technical advisor regarding the field surveys and translocation mitigation activities pertaining to the population of federally and State listed thread-leaved brodiaea located on the Prima Deshecha Landfill property. Mr. Harrison has also assisted with jurisdictional delineations and difficult wetland delineation and regulatory permitting issues at Prima Deshecha Landfill.

### Comprehensive Conservation and Advance Mitigation Program, County of Orange

**Senior Advisor for Irvine Ranch Conservancy.** Coordinated with various federal, state, and Orange County personnel to address and develop a variety of technical components as part of the development of a countywide program to restore and preserve targeted open space lands owned by the county that could then be used primarily as advance mitigation for future county infrastructure projects. Mr. Harrison managed biological consultants to assist with various tasks needed in developing the county program. He also prepared key sections of a draft master document detailing the elements of the county's comprehensive restoration/conservation and advance mitigation program.

### California High-Speed Rail Project, California High-Speed Rail Authority

**Jurisdictional Delineator/Regulatory Permit Specialist.** Mr. Harrison conducted and supervised an extensive jurisdictional delineation of the claypans in the Antelope Valley portion of the project area. This work was conducted in close coordination with federal and State regulatory and resource agencies (i.e., U.S. Army Corps of Engineers, State Water Resources Control Board, Regional Water Quality Control Board, and California Department of Fish and Wildlife). He also assisted the client in strategizing about federal and State regulatory permitting approaches.

### Intermediate Mariposa Lily Surveys and Mitigation, Irvine Company

**Senior Botanist.** Mr. Harrison has extensive experience with intermediate mariposa lily (*Calochortus weedii* var. *intermedius*). He compiled data and conducted additional surveys of IML populations in the Central Subarea of the Central/Coastal Orange County Natural Community Conservation Plan. Mr. Harrison was responsible for coordinating a comprehensive assessment of the overall status and distribution of the species within Irvine Company-owned North Ranch. Following this, he prepared a comprehensive IML mitigation plan for the entire North Ranch, which was approved by both the USFWS and the CDFW.

### Foothill Transportation Corridor-North Southbound Widening Project, Transportation Corridor Agencies

**Principal Biologist.** Mr. Harrison conducted rare plant surveys of a 5-mile stretch of State Route 241 (SR-241) in Orange County in 2008 and habitat mapping of the project area in 2009. He is currently supervising the completion of an NES of the entire project area and a jurisdictional delineation of the portion of the project area under the Aliso Creek Bridge.

## Paul Morrissey

Biology | Director of Biology

Years with Chambers  
Group: 14

### Education

MS, Biology, California State  
University, Dominguez Hills,  
2005

BS, Biology, California State  
University, Dominguez Hills,  
2001

### Certifications

USFWS Permit, #TE182550-1,  
CDFW Scientific Collector's  
Permit, #SC-008151

USACE, Wetland Training  
Institute, Wetland Delineator  
Certification

Desert Tortoise Surveying  
Techniques Workshop,  
Desert Tortoise Council,  
qualified desert tortoise  
biologist

CDFW authorized to take,  
possess, and transport flat-  
tailed horned lizards, 2007  
Marvin M. Black Excellence  
in Partnering Award for the  
San Gabriel River Project

Southwestern Willow  
Flycatcher Workshop,  
Southern Sierra Research  
Station;

Basic Tracking, Earth Skills

Electrofishing and Fish  
Handling Techniques

## PROFESSIONAL EXPERIENCE

Paul Morrissey has more than 15 years of experience participating in and conducting terrestrial and aquatic/marine studies, with a comprehensive background in both collecting data and performing biological monitoring surveys. He is an experienced biologist, field manager, and project manager. He has coordinated with state and federal agencies to develop and implement effective mitigation and monitoring plans for listed and sensitive species and to ensure compliance with state and federal laws. Working on and managing complex linear projects such as the Pacific Gas and Electric (PG&E), Southern California Edison (SCE), and San Diego Gas & Electric (SDG&E) power transmission line projects has made him familiar with the flora and wildlife species within Orange, Los Angeles, Ventura, Riverside, San Diego, San Bernardino and Imperial counties. He has conducted wetlands delineations pursuant to Section 404 of the CWA and riparian delineations pursuant to Section 1601/1603 of the California Department of Fish and Wildlife (CDFW) Code. He has also prepared jurisdictional delineation reports and prepared permit applications for the U.S. Army Corps of Engineers (USACE), CDFW, and Regional Water Quality Control Board (RWQCB). He has performed agency consultations, prepared CDFW and Bureau of Land Management (BLM)/United States Fish and Wildlife Service (USFWS) permits for state and federal-listed species, and developed habitat mitigation monitoring plans and restoration plans for associated impacts. He has consulted with USFWS during federal Endangered Species Act (FESA) Section 7 for endangered species issues and negotiated FESA Section 10 conservation permitting, as well as consulting with CDFW for California Endangered Species Act (CESA) Section 2081 permits. He has authored Nesting Bird Management Plans and has reduced the avoidance buffers of hundreds of nests during construction, based on disturbance thresholds and specific behavioral responses of the avian species.

Paul has assisted in the designs of several projects to identify and minimize potential impacts. In fact, Paul earned Chambers Group the Marvin M. Black Award for partnering by the Associated Contractors of America for a stilling pool design and implementation which allowed the award-winning project to move forward.

## PROJECT EXPERIENCE

Cleveland National Forest (CNF) Master Services Use Permit,  
Surveys, Jurisdictional/Wetland Delineations, and Vegetation Mapping,  
San Diego Gas & Electric (SDG&E), San Diego County, CA

**Project Manager.** Paul worked with San Diego Gas & Electric in the CNF to conduct wildlife surveys, plant surveys, jurisdictional/wetland delineations, and vegetation mapping for all of the proposed project elements including existing poles, replacement poles, anchors, new poles, systems upgrades, stringing sites, staging areas, landing zones, guard structures, undergrounding areas, handhole locations, access roads, and any other identified component that may contribute to the proposed project's overall footprint within and around CNF to apply for a 50-Year Master Special Use Permit. An EIS was prepared for the Master Special-Use permit for physical ground disturbance for the Fire Prevention Plan. Survey areas were not restricted to CNF lands. Survey areas

# CHAMBERS GROUP

consisted of six TLs, six circuits, access roads, temporary work spaces, and associated facilities. He coordinated all biological surveys conducted during the course of several months in the spring, summer, and fall of 2010, and again in the summer to fall of 2011. Focused rare plant surveys and sensitive wildlife surveys for the targeted species were performed in accordance with survey protocols set forth by CDFW, the California Native Plant Society (CNPS 2001), and USFWS Guidelines. Paul authored the biological technical report for the PEA for these TLs.

He conducted jurisdictional/wetland delineations with SDG&E Engineers and Construction Administrators to determine whether facilities are within jurisdictional features and if the facilities could be moved out of the wetland/water features for all TLs and circuits. Recommendations were documented for use by SDG&E to adjust the PLS CAD design. For any facilities that could not be relocated outside of these readily definable wetland/water areas based on SDG&E review including surveyor CAD design, construction impact minimization recommendations were provided for all such facilities, and appropriate permits were obtained prior to construction. Paul is also managing multiple fielding efforts for various TLs and circuits working with the engineering team to identify alternative pole relocations in areas with no or minimal disturbance of sensitive resources. He also drafted sections of the PEA and BTR for TL 637 which has been removed from the MSUP documents and had developed responses for CPUC for project approval. (

## South Region Landfills - Prima Deshecha, Focused Protocol Surveys and Brown-Headed Cowbird Trapping Program, OC Waste & Recycling, Santa Ana, Orange County, CA

**Staff Biologist.** Paul assisted in focused protocol surveys for coastal California gnatcatcher, least Bell's vireo, and willow flycatcher surveys and a brown-headed cowbird trapping program for biological services provided at the Prima Deshecha Landfill. He performed jurisdictional and wetland delineations on the undeveloped portions and restored habitat areas of the landfill in October 2007 using methodologies of the 1987 Wetland Manual, the 2006 Arid West Supplement, and court rulings such as SWANCC and Rapanos to determine current jurisdictional extents. Paul prepared a report of jurisdictional findings.

## Preparation and Implementation of the Master Mitigation Plan (MMP) for the Big Tujunga Wash Mitigation Bank Site, Los Angeles County Department of Public Works, CA

**Program Manager.** The Big Tujunga Wash Mitigation Area (BTWMA) is owned and managed by LACDPW to offset impacts to habitats and vegetation communities at other LACDPW-owned facilities. Chambers Group prepared the original MMP for the Mitigation Bank in 1999 and conducted functional analysis surveys and exotic species removal. Mr. Morrissey manages the restoration and preservation of more than 200 acres of upland and riparian scrub habitat. Mr. Morrissey also manages the annual brown-headed cowbird trapping program and exotic species removal. He coordinates the exotic wildlife removal in the creek and associated Tujunga ponds to enhance habitat for the federally listed Santa Ana sucker. In addition, he coordinates the water quality monitoring, trails monitoring and maintenance, and the public outreach program. The outreach program consists of multiple site visits conducted by two bilingual biologists on peak use weekends in the spring and summer to educate the various user groups about the prohibited activities on the mitigation area. He also assists LACDPW with public affairs for the BTWMA, with LACDPW email access to respond to inquiries made by local residents and constituents for any information regarding the BTWMA. He provides the public with information for on-going maintenance activities in the BTWMA and notifications for upcoming work and events related to the BTWMA. He coordinated assessments for shot-hole borers, which were found in 2017 and considered present in at least 30 percent of the trees. In late November 2017, the Creek Fire burned 100 percent of the mitigation area, along with portions of riparian and upland habitat that had been signed off by the agencies as off-site mitigation credit for LACDPW projects. Mr. Morrissey is negotiating with CDFW, USACE, RWQCB, and USFWS to allow LACDPW to quickly reestablish and enhance riparian and upland habitat in areas that were previously mitigated for other projects, as well as create new and more diverse habitat in the mitigation area. The BTWMA is a large-scale project that requires attention to detail and careful scheduling. It is a special site to the residents in Sunland and the surrounding communities and Chambers Group is proud to play a role in improving the site both for native plants and wildlife as well as the general public.

## Heather Clayton

Biology | Senior Biologist/Restoration Ecologist, Project Manager

Years with Chambers  
Group: 15

### Education

MS, Biology, California State  
University, Fullerton, 2003

BA, Biology, Environmental  
Emphasis, Occidental  
College, Los Angeles, CA,  
1999

### Training

California Native Plant  
Society Vegetation Rapid  
Assessment Protocol for  
Vegetation Sampling  
Workshop

### Certifications

California Native Plant  
Society Certified Field  
Botanist CFB-0012.  
Expiration 2021

Plant Voucher Collecting  
Permit to Collect Voucher  
Specimens of State-Listed  
Endangered, Threatened and  
Rare Plants. No. 2081(a) 16  
129 V.

CDFW Scientific Collection  
Permit No. SC-009907.

California Native Plant  
Society Member

Southern California Botanists  
Member

California Society for  
Ecological Restoration  
Member

## Professional Experience

Heather Clayton has 15 years of experience and serves as project manager and lead botanist/restoration ecologist on numerous habitat restoration and monitoring projects. She is responsive to stringent deadlines and works with her field team to see that tasks are handled efficiently and effectively at each project site. As a certified field botanist through the California Native Plant Society, and experienced in conducting rare plant surveys throughout California, Heather is an excellent asset to any project involving rare plant species. Having grown up and conducted all her botanical training in California, Heather currently lives in Orange County where she is intimately familiar with the native and ornamental plant species in the County. She can tailor an in-depth habitat mitigation and monitoring plan for a variety of habitats in southern California and has been instrumental in implementing and monitoring the restoration effort for sites with unproductive/problematic soils, for sites in environmentally sensitive areas with rare plant species and for sites overrun with invasive weeds. She recognizes the early signs of site decline and knows what remedial actions to take before problems escalate. She communicates effectively with landscape contractors and agencies and is incredibly adept at maintaining budgets.

## Project Experience

### Environmental Services for the Proposed Tree Preservation Ordinance in Unincorporated Orange County, Orange County Public Works, Orange County, CA

**Senior Botanist.** Heather served on the working group alongside Orange County public entities to author language as part of a new Tree Preservation Ordinance for portions of unincorporated Orange County. She inventoried and researched native trees within the County to understand species distribution, density, and overall diversity. Her research also involved potential threats and pests such as the invasive shot hole borers that have resulted in the need to exempt infested trees from protection in order to protect larger stands of native trees and minimize the spread of invasive pests. Heather attended public workshops and fielded questions at the Orange County Planning Commission hearings to develop an ordinance that would protect the greatest number of native trees without unjust burden to property owners.

### Sea Summit at Marblehead Coastal Development and Outlets Center, SunCal Companies/Lehman Bros./Taylor Morrison/Craig Realty, San Clemente, Orange County, CA

**Senior Botanist, Restoration Ecologist, Project Manager.** Heather conducted vegetation sampling and special-status plant surveys onsite and within reference populations to determine appropriate species composition and planting densities for the Habitat Mitigation Plan. She provided restoration tasks, including plant and seed acquisition, nursery and resource agency coordination, annual performance monitoring within coastal sage scrub and riparian habitats (for nearly 10 years), coastal California

# CHAMBERS GROUP

gnatcatcher monitoring, and general oversight of the 100-acre preserve to ensure the success criteria could be achieved. Her close communication with the California Coastal Commission and the California Department of Fish and Wildlife as well as the Center for Natural Lands Management has kept construction progressing smoothly within this Environmentally Sensitive Habitat area.

## Ortega Highway Widening, Focused Plant Survey, Caltrans, Orange County, CA

**Botanist.** Heather conducted a focused plant survey in riparian and coastal sage scrub habitat to identify and locate special-status plant populations along Ortega Highway and used aerial photographs to map the plant population locations. A section of road was proposed to be widened for vehicle traffic. The options considered were either to fill a streambed below the highway or to cut into the adjacent hillside. Services were performed with California State University, Fullerton for California Department of Transportation (Caltrans).

## Southern Orange County Reliability Enhancement (SOCRE) Project, San Diego Gas and Electric (SDG&E), San Clemente, Orange County, CA

**Senior Botanist.** Heather assisted in conducting focused surveys for special-status plant species. In addition, she provided quality assurance and quality control during technical review of the reports prepared to document the survey findings once surveys were complete.

## Focused Plant Surveys, SDG&E, Throughout San Diego County, CA

**Senior Botanist, Technical Lead.** Heather conducted focused plant surveys throughout areas (more than 100 miles in length) with habitat potentially supporting special-status plant species within the Cleveland National Forest in eastern San Diego County as well as along numerous other tie lines throughout the County. She has organized teams and coordinated with the project manager regarding safety concerns and findings for each survey. As a lead botanist, Heather documented all sensitive plant species occurrences during the surveys and prepared maps and reports summarizing the population data and location information.

## Irvine Lake Vegetation Removal, Biological Reconnaissance and Vegetation Mapping, Irvine Ranch Water District, Irvine, Orange County, CA

**Lead Botanist.** Heather conducted biological reconnaissance and vegetation mapping of the habitat surrounding Irvine Lake. She flagged native trees having a diameter at breast height (DBH) of five inches or more. Trees with a smaller DBH, along with shrubs and non-native vegetation, were removed as part of ongoing maintenance by the water district at the lake. Heather also prepared annual monitoring reports comparing the conditions before and after vegetation removal activities.

## Lost Canyons Development, Simi Valley, Ventura County, CA

**Senior Botanist, Project Manager.** Heather conducted focused surveys for special-status plant species throughout suitable habitat within a 1,700-acre proposed development site in Simi Valley. She inventoried all trees (more than 300) within the proposed project area measuring DBH and canopy and assessing their health and aesthetic quality to determine an appropriate appraisal value. Maps were created to document which trees would be preserved and which trees would be relocated or removed depending on the proposed grading plan. Heather prepared reports and consulted with the resource agencies to arrive at suitable mitigation measures. In addition, vegetative cover data were collected within in-tact habitats to determine performance standards for restoration efforts following construction activities.



## Heather Franklin

Biology | Project Biologist

Years with Chambers  
Group: 9

### Education

MS, Biology, California State  
University, Fullerton, 2010

BS, Wildlife Biology Colorado  
State University, Fort Collins,  
CO, 2006

### Training

San Diego Sensitive  
Butterflies Workshop,  
December 8, 2012

Biology and Management of  
the California Red-Legged  
Frog Workshop, April 25-26,  
2012

Sea and Sage Audubon  
Introduction to Birding by  
Sound Workshop, January-  
February, 2012

Desert Tortoise Introduction  
to Surveying, Monitoring,  
and Handling Techniques  
Workshop, November 4-6,  
2011

Sea and Sage Audubon  
Introduction to Southern  
California Birds Workshop,  
November-December, 2011

## PROFESSIONAL EXPERIENCE

Heather Franklin currently resides in Orange County and has a diverse background in wildlife biology including nine years of experience in a variety of habitats including coastal sage scrub, desert, marine, and riparian. She has followed survey protocols to perform vegetation and wildlife inventories and functional analysis surveys. She is knowledgeable in field identification of avian species, small mammals, and fish. Her strengths include conducting regulatory compliance, reconnaissance-level biological surveys, preconstruction surveys, and construction mitigation monitoring for federal- and state-listed species and California special-concern species (e.g., coast range newt, burrowing owl, Mohave ground squirrel).

## PROJECT EXPERIENCE

SunCal Marblehead Coastal Development Project, San Clemente,  
Orange County, CA

**Project Biologist.** Ms. Franklin conducted habitat assessments and focused presence/absence and nesting surveys for California gnatcatcher and burrowing owl over approximately 31 acres of coastal bluff habitat.

City of Dana Point Pacific Pocket Mouse Surveys, Dana Point, Orange  
County, CA

**Project Biologist.** Ms. Franklin conducted habitat assessments, track tubing presence/absence surveys for pacific pocket mouse, and presence/absence nesting surveys for California gnatcatcher over approximately 40 acres of coastal bluff habitat.

Santa Margarita Parkway Bridge Maintenance Project, Rancho Santa  
Margarita, Orange County, CA

**Project Biologist.** Ms. Franklin conducted focused surveys for the coastal California gnatcatcher within O'Neill Regional Park for the City of Rancho Santa Margarita. The project involved the maintenance and repair of the Santa Margarita Parkway Bridge.

South Orange County Reliability Enhancement, Orange and San Diego  
Counties, San Diego Gas & Electric (SDG&E), San Diego, CA

**Staff Biologist.** As a permitted biologist, Ms. Franklin performed protocol-level focused surveys for the coastal California gnatcatcher and least Bell's vireo under the SDG&E NCCP. The project spanned approximately 10 miles for the installation of additional power lines. Ms. Franklin documented locations of coastal California gnatcatcher and least Bell's vireo during the surveys and prepared a report of findings.

Sycamore to Penasquitos Substation 230 kV Transmission Line, San  
Diego County, San Diego Gas & Electric (SDG&E), San Diego, CA

**Staff Biologist.** Ms. Franklin conducted protocol-level focused surveys for the coastal California gnatcatcher and least Bell's vireo. In addition she conducted vegetation mapping; and sensitive species habitat assessments over an approximately 16.5-mile

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linear survey area within San Diego County. She documented the presence of coastal California gnatcatcher in the survey area. In addition, she processed data for the report of findings.

## Whitewood Road Project, Murrieta, Riverside County, CA

**Staff Biologist.** Ms. Franklin assisted permitted biologist in conducting focused presence/absence surveys for Los Angeles pocket mouse. During surveys, Ms. Franklin assisted and successfully trapped Los Angeles pocket mouse, Dulzura pocket mouse, and Stephen's kangaroo rat.

## Debris Basin Monitoring Project, Pre- and Post-Construction Surveys, Biological Monitoring, and Water Quality Sampling, Los Angeles County Flood Control District (LACFCD) Flood Maintenance Division (FMD), Los Angeles County, CA

**Project Biologist/Project Manager.** Ms. Franklin managed a \$246,000 contract for pre- and post-construction surveys, nesting bird surveys, biological monitoring, and as needed water quality sampling for 172 debris basins maintained by the LACFCD FMD throughout portions of Los Angeles County, California. The surveys and monitoring were required under permits from the U.S. Army Corps of Engineers and Regional Water Quality Control Board for maintenance activities including mowing/trimming of vegetation and potential sediment removal within the debris basins.

Ms. Franklin oversees permit compliance, conducts field surveys and water quality testing, as well as supported all technical efforts and field activities by coordinating and developing maintenance schedules for various debris basins and provided logistical support to staff in the field. Ms. Franklin also manages and provides oversight for the preparation of pre- and post-maintenance summary reports and oversaw aspects of project and contract management including budget management, scheduling, quality control, and coordination of internal field staff.

## Sunrise Powerlink, On-Call Services, SDG&E, San Diego, San Diego County, CA

**Project Manager/Staff Biologist.** Ms. Franklin conducted nesting bird surveys along the 118 mile transmission line right-of-way between El Centro and San Diego. She conducted nesting passerine and raptor surveys as well as completed nest surveys, and prepared survey reports. Ms. Franklin conducted pre-construction surveys and monitoring for federal and state listed avian species such as least Bell's vireo and Coastal California Gnatcatcher.

## Wood to Steel Pole Replacement TL 637, TL 629, TL 625, TL 649, TL 682, Circuit 222, Various Biological Tasks, San Diego Gas & Electric (SDG&E), San Diego, San Diego County, CA

**Project Manager.** Ms. Franklin is responsible for determining the potential for and presence of biologically sensitive resources during the planning phase of several proposed Wood to Steel Replacement projects throughout San Diego County. She assisted transmission and distribution engineers when determining locations of new steel pole placements. Also, Ms. Franklin assisted in overseeing permit compliance, conducting preconstruction nesting bird surveys, and co-authored preconstruction survey reports for TL 637, TL 649 and several Circuits. During pre-construction surveys, she observed several sensitive species, including burrowing owl, California gnatcatcher, least Bell's vireo, coast horned lizard, and Stephen's kangaroo rat.

## Cleveland National Forest Master Use Permit, San Diego Gas & Electric (SDG&E), San Diego, CA

**Staff Biologist.** Ms. Franklin assisted in conducting jurisdictional delineations across several Tie Lines and Circuits located throughout San Diego County. Chambers Group is working SDG&E in the Cleveland National Forest (CNF) to conduct wildlife surveys, plant surveys, jurisdictional/wetland delineations, and vegetation mapping for all of the proposed project elements including existing poles, replacement poles, anchors, new poles, systems upgrades, stringing sites, staging areas, landing zones, guard structures, undergrounding areas, hand hole locations, access roads, and any other identified component that may contribute to the proposed project's overall footprint within and around the CNF to apply for a 50-Year Master Special Use Permit.

## Laurie Gorman

Biology | Senior Biologist

Years with Chambers  
Group: 4

### Education

BS, Biology, University of  
California, Los Angeles, 2004

### Certifications

USFWS Recovery Permit,  
Quino Checkerspot Butterfly,  
Coastal California  
Gnatcatcher, Southwestern  
Willow Flycatcher, and Fairy  
Shrimp

CDFW Scientific Collecting  
Permit

### Training

Wetland Delineation Course,  
Wetland Training Institute

Field Botany of San Diego,  
SDSU

Mary Belk USFWS Anostraca  
and Notostraca Identification  
Course

BLM Training and  
Certification to Survey,  
Handle, and Relocate Flat-  
tailed Horned Lizard

Compliance Solutions  
HAZWOPER 40-Hour  
Certification

Elkhorn Slough Coastal  
Training Program California  
Red-legged Frog Workshop

CDFW, USFS, and SCBS San  
Gabriel Mountains Bighorn  
Sheep Survey

Starr Ranch Coastal Cactus  
Wren Survey Methodology  
Course

Rancho Santa Ana Botanical  
Garden Botany and Plant  
Survey Techniques Courses

## Professional Experience

Laurie Gorman is a project manager and field biologist with over 13 years of experience in the environmental consulting industry. She has performed biological consulting services in support of utilities, renewable energy, residential and commercial development, mining, defense, transportation, and public works throughout San Diego, Imperial, Orange, Los Angeles, and Kern Counties. Ms. Gorman has extensive experience managing and tracking environmental compliance with mitigation measures set forth by project permits. She has developed and implemented numerous project-specific plans that facilitate mitigation, minimization, and avoidance of impacts to sensitive resources. In addition, she has led teams of biological surveyors and construction monitors in implementing environmental permit requirements through all phases of project design and construction.

Ms. Gorman holds a United States Fish and Wildlife (USFWS) Section 10(a)(1)(A) recovery permit to survey for Quino checkerspot butterfly, coastal California gnatcatcher, southwestern willow flycatcher, and fairy shrimp, and is authorized to capture, handle, and relocate flat-tailed horned lizard. She has led and conducted nesting bird surveys, protocol-level focused surveys, reconnaissance-level biological surveys, pre-construction surveys, and constructing monitoring for rare and listed plants and wildlife including the western snowy plover, desert tortoise, burrowing owl, coast range newt, Santa Ana sucker, Santa Ana speckled dace, arroyo chub, tidewater goby, bats, mountain yellow-legged frog, arroyo toad, and California red-legged frog. She is experienced conducting wetland delineations and monitoring compliance with Best Management Practices (BMPs) that protect water resources such as vernal pools and stream systems per requirements of 401/404 permits and California Department of Fish and Wildlife (CDFW) Streambed Alteration Agreements.

## Project Experience

### South Orange County Reliability Enhancement (SOCRE), SDG&E, Orange County, San Juan Capistrano and San Clemente, CA

Performed protocol-level focused surveys for least Bell's vireo, southwestern willow flycatcher, and arroyo toad under the SDG&E NCCP. The project spanned approximately 10 miles for the installation of additional power lines. Documented locations of nesting least Bell's vireo and coastal California gnatcatcher during the surveys. Prepared a report of findings.

### Aliso Viejo Creek Bridge Replacement Project, Orange County Public Works, Orange County, Lake Forest, CA

Conducted a focused survey for bats and nesting birds in accordance with Section 1600 of the California Department of Fish and Game Code. Surveys were performed every seven days for a three-week period. The Southern California Regional Rail Authority proposed to alter the streambed and banks of Aliso Viejo Creek through the replacement of the existing Ballast Deck Trestle Bridge.

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**San Diego Creek Flood Maintenance Tree Survey, County of Orange Research, Development, and Maintenance Division, Orange County, Irvine, CA**

Conducted field surveys of large willow trees along the San Diego Creek bank for Orange County Resources Development and Management Department. Any tree greater than three inches was marked for removal for the purpose of flood prevention. The location of each tree was mapped using a Trimble GPS Pathfinder model.

**Serrano Creek Flood Maintenance, County of Orange Research, Development, and Maintenance Division, Orange County, Lake Forest, CA**

Conducted protocol-level least Bell's vireo surveys for as-needed maintenance activities by the County of Orange Research, Development, and Maintenance Division. Assisted in the preparation of the annual monitoring report.

**Arroyo Trabuco Creek Railroad Bridge Replacement, Orange County Public Works, Orange County, San Juan Capistrano, CA**

Conducted biological monitoring during the replacement of the railroad bridge above Arroyo Trabuco Creek. Conducted preconstruction surveys for nesting birds and bats and monitored vegetation removal and protection of the creek during construction. Observed and documented an active northern flicker nest in the project buffer.

**Irvine Lake Recreational Park, Irvine Ranch Water District, Orange County, Irvine, CA**

Monitored and tracked the removal of 50 acres of non-native vegetation around Irvine Lake. Coordinated with the landscape contractor to follow conditions of the project environmental permits and ensure that landscaping operations did not affect the water quality of Irvine Lake, a drinking water reservoir.

**Mission Bay High School Athletic Field Improvement, San Diego Unified School District, Sub to ASM Affiliates, San Diego County, San Diego, CA**

Conducted nesting bird and preconstruction surveys and construction monitoring for improvements to the Mission Bay High School athletic fields. Created species-specific nest buffers for active nests near construction and monitored active nests to ensure they were not disturbed by construction activities. Collaborated with raptor biologist for creative solutions to project issue involving osprey nesting in stadium lighting. Attended project meetings, responded to client requests, prepared weekly monitoring reports, and prepared a final monitoring report.

**Pacific Highlands Ranch Habitat Conservation Plan, City of San Diego, Sub to Rocks Biological Consulting, San Diego County, Del Mar, CA**

Conducted protocol-level focused surveys for coastal California gnatcatcher within suitable habitat within open space adjacent to the Pacific Highlands Ranch development. The purpose of the surveys was to gather data for the preparation of a Habitat Management Plan for the area. Recorded data on several coastal California gnatcatcher individuals using ARCGIS data collector.

**Marblehead Coastal Development, SunCal Marblehead, LLC, San Clemente, Orange County, CA**

Performed protocol-level focused surveys and nest monitoring for coastal California gnatcatcher during the breeding season. Monitored active coastal California gnatcatcher nests at various stages and the buffer/foraging area during vegetation removal in the vicinity. Participated in native plant relocation as part of ecological restoration efforts and assisted with coordination of planting plans and directing the placement of native plants over approximately 31 acres of coastal bluff habitat. Tracked mitigation success by documenting survival rates of new plantings. Monitored landscaping crews during non-native vegetation removal.

## Ted M. Roberts, MA, RPA

Cultural and Paleontological Services | Cultural Services Department Head

### Years with Chambers Group

1

### Education

MA, Anthropology, Northern Arizona University, Flagstaff, Arizona, 2008

BA, Anthropology, Wayne State University, Detroit, Michigan, 2002

### Certifications

Registered Professional Archaeologist (RPA)

### Affiliations

Member of the Society for California Archaeology (SCA); Member of the Society for American Archaeology (SAA); Certified Professional Archaeologist, Orange County; Past Board Member for the New York Archaeological Council (NYAC), member of the Society for American Archaeology (SAA)

Past Newsletter Editor of the Professional Archaeologists of New York City (PANYC), member of several other interest and advocacy groups, including the Midwest Archaeological Council (MAC), the Council for Northeast Historical Archaeology (CNEHA), and the Society for Industrial Archeology (Roebeling Chapter), past Secretary of the Metropolitan Chapter of the New York State Archaeological Association (NYSAA); Past President of the Arizona Archaeological Council (AAC)

## Professional Experience

Ted has nearly 20 years of archaeological and cultural resource management experience in the private sector, the government, and academic institutions. Ted concentrates on innovative solutions to cultural resource hurdles and his passion for client service, project management, and the resource has long defined his career.

Ted excels at business development, project and office management, and regional strategic planning. He also has considerable experience with business development, operations, marketing, recruiting, training temporary and permanent staff, supervising fieldwork, reporting, conducting artifact analysis, and scheduling.

In all, Ted has managed and performed archaeological survey, eligibility testing, and data recovery projects on archaeological sites across the American West, including Arizona, California, Colorado, Nevada, New Mexico, Wyoming, and Utah. Roberts has also worked extensively in Florida, Georgia, Massachusetts, Michigan, Mississippi, New Jersey, New York, Ohio, Pennsylvania, South Carolina, Washington, and Vermont.

Ted has presented original research at the annual meetings of the Society for American Archaeology (SAA), the New York Archaeological Council (NYAC), New York State Archaeological Association (NYSAA), the Arizona Archaeological Council (AAC), the Pecos Conference, the Arizona Historic Preservation Conference (AHPC), and the Annual Conference of the Archaeological Society of South Carolina (ASSC).

## Project Experience

**Carlsbad Island Way Archaeological Survey, San Diego County, CA**  
**Principal Investigator.** This project involved construction monitoring for the City of Carlsbad's corrugated metal pipe project on Carlsbad Blvd. Archaeological and Native American Monitors attended the pre-construction meeting, instructed crew on types of cultural resources present in the area, and monitored all construction activities.

**Shake Shack Cultural and Paleontological Resources Monitoring project, Little Italy, San Diego, CA**  
**Principal Investigator.** This project involved construction monitoring of all ground disturbing activities associated with the construction of a Shake Shack restaurant in San Diego. Archaeological and Native American Monitors were present for all ground-disturbing construction activities. Historic artifacts were collected at the site and curated in compliance with the project's MMRC.

**Lost Canyons Development Project, Ventura County, CA**  
**Principal Investigator.** Responsible for all supervision and oversight of the pre-construction and construction-related cultural resources tasks including preparation of the Archaeological Mitigation and Monitoring Plan and the Discovery Clause and Treatment Plan for Cultural Resources. Served as senior reviewer for Paleontological

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Resources Mitigation and Monitoring Plan. These documents were completed and sent to the Simi Valley Planning Department for review per the mitigation measures outlined in the final EIR.

## Archaeological Testing for Pole Replacement in Mission Trails Regional Park, San Diego.

**Principal Investigator.** Supervised the testing efforts to identify potential impacts to an archaeological site in Mission Trails Regional Park. He supervised the field staff, directed excavation efforts, coordinated with SDG&E staff, park staff, tribal monitors, and UXO consultants, and consulted with the client and the city on the site's eligibility for listing on the California Register of Historic Resources and the City of San Diego Register of Historical Resources. 2018

## Fiber-Optic Installation, AT&T, Phase 2 - Baker to Slash X, Victorville, San Bernardino County, CA

**Principal Investigator.** Cultural and Paleontological Resources monitoring along a 74-mile segment of fiberoptic cable trench replacement in the Mojave Desert. Monitoring for Segments 5, 6, and 7 required real-time coordination with interdisciplinary teams, the client, and agency oversight. Numerous cultural resources were identified and recorded while ensuring the project remained on schedule. The report was accepted without comment by the client and BLM.

## Shark's Tooth Survey, Bureau of Reclamation's Lower Colorado River Multi-Species Conservation Program (LCR MSCP), Riverside County, CA

**Project Director.** Shark's Tooth Survey, 566 acres in support of Bureau of Reclamation's Lower Colorado River Multi-Species Conservation Program (LCR MSCP), Riverside County, California. Supervised the survey of 566 acres for the Bureau of Reclamation's Lower Colorado River Multi-Species Conservation Program (LCR MSCP). In total, one historic site was recorded and 27 isolated occurrences were identified. The project was completed well ahead of schedule and under budget and the draft report and deliverables were received with no revisions.

## Fallbrook Development Cultural Resources Project, San Diego County, CA

**Principal Investigator.** A cultural resources survey report was completed which included addressing any comments from the San Diego county on the initial report, a site survey with NAM was completed as the project boundary had been changed. The results of that survey were included in the updated cultural resources report which was written by Shelby Castells from Red Tail. No significant historic or prehistoric resources were identified. Monitoring by an arch and NAM was recommended during initial grading due to the poor ground visibility during the phase 1 survey.

## Otay Lakes Regional Park Cultural Resources Survey, San Diego County, CA

**Principal Investigator.** A California Environmental Quality Act (CEQA) archaeological survey for a 69.02-acre parcel in San Diego County, California. The project proposes to construct a campground and associated recreational facilities in Otay Lakes County Park. Newly recorded sites include one prehistoric quarry, an historic trash scatter, an historic water tower, and an historic isolate.

## Mead Valley Land Fill Phase I Study: Cultural Resource Investigation, Riverside County, CA

**Principal Investigator.** Responsible for supervising and executing all Phase I investigations as well as the preparation of the cultural resources technical report.

## Archaeological Investigations at Floyd Bennett Field, Gateway National Recreation Area, Brooklyn, NY

**Principal.** Archaeological Investigations at Floyd Bennett Field, Gateway National Recreation Area, Jamaica Bay Unit, National Park Service, Brooklyn, New York. Project included the monitoring and documentation of four backhoe trenches and the hand excavation of 25 excavation units as part of a larger program of deconstructing four Korean War-era abandoned buildings.

## Kyle Knabb, PhD, RPA

Cultural Resources | Cultural Resources Specialist/Project Manager

### Years with Chambers Group

1

### Education

PhD, Anthropology, 2015,  
University of California, San  
Diego

MA, Anthropology, 2008,  
University of California, San  
Diego

BA, Anthropology, 2005,  
University of California, San  
Diego

### Registrations

Registered Professional  
Archaeologist (ID#17065)

Certified Professional  
Archaeologist, Orange  
County

Certified Professional  
Archaeologist, Riverside  
County

### Affiliations

Society for American  
Archaeology

Society for California  
Archaeology

### Training

Archaeological Soil  
Micromorphology

CalEnergy Safety  
Indoctrination

Outdoor/Field Safety

PSMJ A/E/C Project  
Management Bootcamp

Climate Change and Cultural  
Resources

## Professional Experience

Kyle Knabb, Ph.D. has 14 years of experience in archaeology and two years of CRM experience in southern California. He has conducted Phase I archaeological surveys near the Salton Sea and in Anza Borrego, has directed numerous survey projects in southern Jordan, and has monitored construction projects in Los Angeles, San Diego, and Orange County. Dr. Knabb has also conducted extended Phase I and Phase II excavations throughout Los Angeles and San Diego County. He managed two major archaeological projects in Jordan in which he adhered to budgets totaling over \$25,000. He has strong technical and analytical writing skills and has authored archaeological reports, research proposals, project budgets, peer-reviewed articles, and other summary documents. He has an expertise in GIS (ArcGIS, QGIS, R) and is adept in the use of various GPS units.

## Project Experience

Beaumont Landing Gas Station PP2018-0119, City of Beaumont,  
Riverside County, California

**Project Manager.** Conducted tribal consultation under AB52 on behalf of the City of Beaumont, for the construction of a gas station and related facilities. Drafted mitigation measures and received approval from tribes.

Oak Valley Express AB 52 (PP2018-0147), City of Beaumont,  
Riverside County, California

**Project Manager.** Conducted tribal consultation under AB52 on behalf of the City of Beaumont, for the construction of a gas station and related facilities. Drafted mitigation measures and received approval from tribes.

BSOA Otay Lakes Campground, Boy Scouts of America, San Diego  
County, California

**Project Manager.** Managed the cultural resources technical study for the development of an EIR for a campground development in Otay Mesa. Conducted a desktop analysis, led archaeological survey, recorded new sites and submitted DPR Site Forms, and prepared cultural resources report following CEQA and San Diego County guidelines.

Jurupa Valley Cultural/Paleo Phase I, Control Management, Inc.,  
Jurupa Valley, California

**Project Manager.** Conducted a desktop analysis, led archaeological survey, and prepared cultural resources report. Recommended mitigation measures in compliance with CEQA.

Oak Valley-Beaumont Landing-2018-0119, City of Beaumont,  
Riverside County, California

**Project Manager.** Peer review of technical reports for ISMND for gas station development within the city.



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## Shake Shack Cultural Monitoring, Terracon, San Diego, California

**Project Manager.** Supervised field staff and coordinated with the city, client, and tribal monitor. Oversaw the project budget and reporting requirements, including deliverables. Led artifact curation efforts in compliance with the City of San Diego's Mitigation Monitoring Reporting Program.

## Skookumchuck Wind Project, RES America, Lewis County, Washington

**Project Manager.** Led multiple surveys of the project area in Lewis County, WA. Coordinated with SHPO and client on project deliverables. Contributed to the SEPA technical report and other project deliverables.

## SDG&E Cultural - Agreement 5900034921, San Diego Gas & Electric, San Diego County, California

**Project Manager.** Responsible for overall project management, client relations, and management of individual task orders throughout San Diego county and southern Orange County. Supervised temporary and permanent field staff and subconsultants. Provided QA/QC on deliverables and project budgets.

## SCE Needles Cultural Resources Surveys, SWCA, San Bernardino County, California

**Project Manager.** Oversaw the fieldwork efforts for surveys of telecommunication poles. Authored technical reports and formatted for submission to the Bureau of Land Management and the client.

## SDG&E TL636 TL639 eTS 34978.01, San Diego Gas & Electric, San Diego, California

**Project Manager/Field Director.** Supervised archaeological testing to identify potential impacts to an archaeological site in Mission Trails Regional Park. Directed excavation efforts, coordinated with SDG&E staff, park staff, tribal monitors, and UXO consultants, and consulted with the client and the city on the site's eligibility for listing on the California Register of Historic Resources and the City of San Diego Register of Historical Resources.

## Invert Access Ramp Historical Evaluation, Los Angeles County Department of Public Works, Los Angeles County, California

**Project Manager.** Conducted site visit and documented existing conditions. Conducted historical research in support of project deliverables (Historic Resources Evaluation Report) and contributed to final report. Coordinated with agencies (Long Beach Public Works, Los Angeles County Public Works, US Army Corps of Engineers) on project design, construction history, and documenting modifications.

## Carlsbad Grading and Pampas Grass Removal for the City of Carlsbad, CA

**Project Manager.** Dr. Knabb managed cultural resources monitors and tribal monitors to assist the city in meeting cultural resources mitigation requirements for construction projects. He managed the budget, authored the technical monitoring report, and provided project QA/QC and finished the project on time and under budget.

## Crystal Cove State Historic Park Restroom Renovation Cultural Resources Monitoring for California Department of Parks and Recreation in Crystal Cove State Historic Park, Orange County, CA

**Project Leader.** Provided cultural resources monitoring of construction activities in Crystal Cove State Historic Park and authored the technical report.

## Lauren DeOliveira, MS, RPA

Cultural Resources | Staff Cultural Resources Specialist/Project Manager

### Years with Chambers Group

1

### Education

MS, Geographic Information  
Science, California State  
University Northridge, 2018

BA, Liberal Studies, California  
State University Channel  
Islands, Camarillo, CA, 2010

Thesis title: "Santa Rosa  
Island Archaeology: A GIS  
Probability Model"

### Certifications

Registered Professional  
Archaeologist (ID#17577)

Certified Professional  
Archaeologist, City of Santa  
Barbara

Certified Professional  
Archaeologist, City of Malibu

Certified Professional  
Archaeologist, Orange  
County

Certified Professional  
Archaeologist, Riverside  
County

### Affiliations

Society for American  
Archaeology

Society for California  
Archaeology

Ventura County  
Archaeological Society

## Professional Experience

Lauren DeOliveira is a Staff Cultural Resources Specialist at Chambers Group, Inc. Lauren has more than ten years of academic and professional experience in research and archaeological fieldwork in Southern California. Lauren has worked extensively throughout Southern California specifically supervising and conducting Phase I surveys, Extended Phase I testing, Phase II testing and Phase III Excavation projects. Also, Lauren has extensive experience supervising technicians and field crews working on all phases of archaeological investigations and has completed numerous projects herself. Working with construction site superintendents, project managers and developers, Lauren has been able to preserve countless cultural resources on various construction sites through Southern California ranging from isolated artifacts to intact middens to Native American burials. Lauren has eight years of experience conducting cultural resources investigation projects in compliance with Section 106 of the National Historic Preservation Act, the National Environmental Policy Act, and the California Environmental Quality Act as they pertain to cultural resources. Her research and professional experience includes GIS probability modeling of archaeological sites on the Channel Islands, California archaeology, and cultural resources management in the interior and coastal regions of California.

## Project Experience

### Lost Canyons Development Project, Ventura County, CA

**Archaeological Project Manager.** Ms. DeOliveira was responsible authoring the Archaeological Mitigation and Monitoring Plan as well the Discovery Clause and Treatment Plan for Cultural Resources. These documents were completed and sent to the Simi Valley Planning Department for review per the mitigation measures outlined in the final EIR.

### Murrieta Phase I Study: Cultural Resource Investigation, Riverside County, CA

**Archaeological Project Manager.** Ms. DeOliveira was responsible for supervising and executing all Phase I investigations as well as the preparation of the cultural resources technical report.

### Malibu Cultural and Paleo Monitoring, Los Angeles County, CA

**Archaeological Project Manager.** Ms. DeOliveira was responsible for supervising and managing all ongoing monitoring needed for a housing development as well as the preparation of the cultural resources technical report.

### Avalon K-12 New Synthetic Turf Project, Los Angeles County, CA

**Archaeological Project Manager.** Ms. DeOliveira was responsible for supervising the initial desktop study for cultural resources as well coordinated with associated tribes and authored the cultural resources technical report for Long Beach Unified School District. (2019).

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Fallbrook Phase I Study: Cultural Resource Investigation, San Diego County, CA

**Archaeological Project Manager.** Ms. DeOliveira was responsible for supervising and executing all Phase I investigations as well as the preparation of the cultural resources technical report.

Mead Valley Land Fill Phase I Study: Cultural Resource Investigation, Riverside County, CA

**Archaeological Project Manager.** Ms. DeOliveira was responsible for supervising and executing all Phase I investigations as well as the preparation of the cultural resources technical report.

Fiber-Optic Installation, AT&T, Phase 2 - Baker to Slash X, Victorville, San Bernardino County, CA

**Archaeological Project Manager.** Lauren was responsible for supervising and managing all ongoing monitoring needed for a fiber optic replacement project as well as the preparation of the cultural resources technical report.

Rialto Precise Plan Phase I Study: Cultural Resource Investigation, San Bernardino County, CA

**Archaeological Project Manager.** Ms. DeOliveira was responsible for supervising and executing all Phase I investigations as well as the preparation of the cultural resources technical report.

West Coast Basin Well Phase I Study: Cultural Resource Investigation, Los Angeles County, CA

**Archaeological Project Manager.** Ms. DeOliveira was responsible for supervising and executing all Phase I investigations as well as the preparation of the cultural resources technical report.

Malibu Recovery Project: Cultural Resources Recovery: Los Angeles County, CA

**Archaeologist.** Ms. DeOliveira worked directly with the Field Director and supervised and participated in the recovery of Native American burials and associated grave goods.

Extended Phase I Testing: Cultural Resource Investigations at 3946 Puerco Canyon Road, Los Angeles County, CA

**Archaeological Project Manager.** Ms. DeOliveira was responsible for supervising and executing all extended Phase I excavations as well as the preparation of the cultural resources technical report.

The Trancas Parcel Phase I Survey: Cultural Resource Investigations: Los Angeles County, CA

**Archaeological Project Manager.** Ms. DeOliveira was responsible for supervising and executing a pedestrian survey as well as the preparation of the cultural resources technical report.

The Smith Parcel Phase I Survey: Cultural Resource Investigations: Los Angeles County, CA

**Archaeological Project Manager.** Ms. DeOliveira was responsible for supervising and executing a pedestrian survey as well as the preparation of the cultural resources technical report.

The Knoll Parcel Phase I Survey: Cultural Resource Investigations: Los Angeles County, CA

**Archaeological Project Manager.** Ms. DeOliveira was responsible for supervising and executing a pedestrian survey as well as the preparation of the cultural resources technical report.

Phase I Survey: Cultural Resource Investigations on Broad Beach Road, Los Angeles County, CA

**Archaeological Project Manager.** Ms. DeOliveira was responsible for supervising and executing a pedestrian survey as well as the preparation of the cultural resources technical report.

Phase I Survey: Cultural Resource Investigations at 2122 South Haster St, Orange County, CA

**Archaeological Project Manager.** Ms. DeOliveira was responsible for supervising and executing a pedestrian survey as well as assisting in the preparation of the cultural resources report.

## Lucas Tutschulte

Cultural Resources | Cultural Resources Specialist

Years with Chambers  
Group  
4.5

### Education

BS, Anthropology emphasis  
in Archaeology; University of  
Kansas, 2006 Minor -  
Geography emphasis in  
Cultural Geography

Huaca de la Luna y Sol  
Project, Field School  
Program, 2005; Pontificia  
Universidad Catolica, Trujillo,  
Peru

### Training

GIS Software: Working  
applicable knowledge of ESRI  
ArcMap

GPS Hardware: Highly fluent  
with Trimble HT/XT, and  
Yuma models using  
TerraSync, ArcPad, and ESRI  
software. Various Garmin  
handheld model

### Affiliations

Society for American  
Archaeology

Society for California  
Archaeology

Association of Environmental  
Professionals San Diego  
Chapter

## Professional Experience

Lucas Tutschulte has twelve years of cultural resource management experience including prehistoric and historic period archeological sites. Lucas has extensive experience leading archaeological field surveys, conducting cultural resources literature searches, historic/archival research, Native American coordination, site recordation and mapping, and construction monitoring. He has experience creating and implementing archaeological resource treatment plans; and is familiar with both laboratory, field testing and data recovery procedures throughout North America with the majority of experience within California. Lucas meets the Secretary of the Interior Professional Qualifications Standards for History. He maintains an understanding of relevant regulations and ordinances that affect cultural resources and historic properties. He has applied his understanding to a breadth of impacts assessments and determinations of eligibility across a range of administrative levels including local, state, and National Register of Historic Places (NRHP). Additionally, he has performed and directed cultural and historic resource investigations under Section 106 and 110 of the National Historic Preservation Act (NHPA), the National Environmental Policy Act (NEPA), and the California Environmental Quality Act (CEQA), and the Secretary of Interior Standards for the Treatment of Historic Properties. Among the agencies served by Lucas are the Department of Defense (DOD), Bureau of Land Management (BLM), National Park Service (NPS), California Energy Commission (CEC), Federal Communications Commission (FCC), California Department of Transportation (Caltrans), California Public Utilities Commission (CPUC), and the State Historic Preservation Offices of several different states throughout North America.

## Project Experience

### Orange County Fire Authority Station 10 Project, Yorba Linda, CA

**Associate Historian.** Lucas conducted background historical research and provided an assessment of the history and physical integrity of the subject property. He conducted the intensive field survey of the existing Fire Station 10, capturing photo documentation and recording findings with the appropriate DPR523 Series forms. Lucas performed an evaluation of the resource in accordance with Section 15064.5(a)(2)-(3) of CEQA. Additionally, he compiled the associated historical resources report, submitted to Orange County Fire Authority.

### Balboa Theater Project, Newport Beach, Orange County, CA

**Assistant Architectural Historian.** Lucas provided an initial assessment of the history and physical integrity of the subject property. He conducted the intensive field survey of the existing Balboa Theater, capturing photo documentation and recording findings with the appropriate DPR523 Series forms. Lucas assisted in the resources evaluation in accordance with Section 15064.5(a)(2)-(3) of CEQA. Co-authored the associated historical resources report, submitted to City of Newport Beach Community Development Department Planning Division.

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Santa Ana and Garden Grove Fixed Guideway (EIS/EIR), Orange County Transit Authority and Cities of Santa Ana and Garden Grove, CA

**Assistant Architectural Historian.** Lucas served as survey lead for an approximately four-mile proposed streetcar line in the City of Santa Ana, capturing photo documentation and recording findings with the appropriate DPR523 Series forms. He completed initial assessment of eligibility, analysis of integrity, and identification of effect for over 100 resources in accordance with the NHPA, NEPA, CEQA and Federal Transit Administration guidelines. Architectural history resources recorded ranged from late nineteenth to late-1970s commercial, residential, institutional, and industrial properties, including a National Register of Historic Places (NRHP)-eligible steel-truss bridge and two NRHP-listed historic districts along with numerous local landmarks and individually NRHP-eligible buildings.

Marine Ways Repair Project, OC Parks Department, Newport Beach, Orange County, CA

**Assistant Architectural Historian.** In coordination between Orange County, the United States Coast Guard, and the Army Corp of Engineers, Chambers Group undertook the historic resources field investigation and impacts analysis. Lucas performed the records search at the South Central Coastal Information Center. The project involved the demolition and improvement of a historic-period marine vessel launch site that has serviced the joint Coast Guard and Harbor Patrol headquarters facility for over 50 years.

Artesian Substation Expansion Project, SDG&E, San Diego County, CA

**Field Director/Cultural Resource Specialist.** Lucas managed all ongoing monitoring activities associated with the project. Additionally, he conducted all cultural resource surveys and led crews in archaeological subsurface testing for specified areas within the project area. All work was performed in accordance with CEQA standards and CPUC guidelines pertaining to cultural resources. Where cultural resources were present or adjacent to a project area, Lucas made recommendations to avoid or mitigate impacts.

Wood to Steel Pole Replacement Project, SDG&E, San Diego County, CA

**Field Director/Cultural Resources Specialist.** Lucas conducted surveys, monitoring, made determinations regarding potential impacts and provided project management for pole replacements throughout San Diego County. All work was performed in accordance with CEQA standards and CPUC guidelines pertaining to cultural resources. Where cultural resources were present or adjacent to a project area, Lucas made recommendations to avoid or mitigate impacts.

Fallbrook Sewer Pump Stations Project, Cultural Resource Monitoring, Naval Weapons Station Seal Beach Detachment, Fallbrook, San Diego County, CA

**Lead Cultural Resource Monitor.** Lucas served as the lead cultural resource construction monitor for all ground-disturbing activity associated with the installation of new sewer pump stations. Additional responsibilities included the preparation of the associated monitoring report.

Long Beach Polytechnic High School Auditorium HABS Level III and Construction Monitoring, Long Beach Unified School District (LBUSD), Long Beach, Los Angeles County, CA

**Assistant Architectural Historian.** Lucas assisted in the preparation of a Level III HABS based on the Secretary of the Interior's Standards and Guidelines that included a sketch plan, photographs with large-format negatives of exterior and interior views, and a detailed historical context to record the subject property in its proper context.

After the Polytechnic Auditorium HABS document was completed, Lucas continued to provide support to the LBUSD for the and project by creating design guidelines, identifying character-defining features and vulnerable historic materials, monitoring construction activities at the Auditorium. In addition, Lucas coordinated the ongoing construction monitoring and assisted in the creating and implementation of mitigation procedures to facilitate construction tasks and avoid unnecessary impacts to historic materials. The result of this collaboration was a thoughtful and effective approach to modernizing a historic structure.

## Ken Hazlett

Cultural and Paleontological Resources

Years with Chambers  
Group

1

Education

MS, Physics, California State  
University Fullerton

BS, Mechanical/Aerospace  
Engineering, Arizona State  
University

## Professional Experience

Ken Hazlett has experience with all cultural resource project phases, including literature search, survey, testing & excavation, construction monitoring, crew chiefing and crew management, fieldwork planning and execution, paperwork verification, and logistics. Ken has GPS experience and 3000+ hours with Trimble TDC100/XT/XH, Collector, TerraSync, ArcPad, navigation, recording, data transfer. Ken has performed digital overview and artifact field photography, photologs, data transfer, as well as client and agency contact, site tours, Q&A. Ken also has project experience with report research and writing (including CEQA / Section 106 compliance), DPR forms, and GIS/Graphics including importing GPS data, georeferencing, and creating location and site maps. Ken is an expert at field identification and interdisciplinary coordination, ensuring compliance monitoring remains on schedule despite unanticipated discoveries.

## Project Experience

**Newport Ridge Verizon Cell Tower Project, Orange County, CA**  
Monitored construction excavations to verify compliance

Recorded soils, excavation activity, and cultural resources

Captured digital photographs of soils, excavation activity, and cultural resources

Coordinated with Native American and biological monitors

**Tomato Springs Project, Orange County, CA**  
Unit excavation of 2x2 m test units and shovel test pits

Dry screening of excavated material

Wall profiles of soil deposition

Artifact identification and curation

Laboratory sorting

**Boy Scout Camp Project, Irvine, Orange County, CA**  
Surface collection and artifact identification

Unit excavation of 1x1 m test units and shovel test pits

Dry screening of excavated material

Wall profiles of soil deposition

Site mapping

**Orange County Curation Project, Fullerton, Orange County, CA**  
Curated Orange County archaeological collections

Updated and organized collection catalogues and site reports

## **Slash X to Yermo AT&T Cultural and Paleontological Resource Monitoring**

Monitored construction excavations to verify compliance. Recorded soils, excavation activity, and cultural resources. Captured digital photographs of soils, excavation activity, and cultural resources. Coordinated with Native American and biological monitors.

## **LAX Tom Bradley Expansion Project, Monitoring, Los Angeles County, CA**

Monitored construction excavations to verify compliance

Recorded soils, excavation activity, and cultural resources

Captured digital photographs of soils, excavation activity, and cultural resources

Recorded UTMs using Garmin GPSmap 60CSx GPS

## **La Quinta Project, Monitoring Phase, Riverside County, CA**

Monitored construction activities and advised construction foreman and crew

Interfaced with client and crew to maintain both compliance and schedule

Interfaced with project manager to assure compliance and address concerns

Conducted unit excavation of cremation burial

Captured digital photographs of cultural resources and related geography

## **Rice Airfield Solar Project, Phase I, Riverside County, CA**

Extensive pedestrian survey of military training area

Completed and complied with UXO training

Recordation of newly identified sites and isolates

Identification of historic artifacts and features

Acquired field data using Trimble Geo XH GPS running TerraSync

Navigated field crew using Trimble Geo XH GPS

Captured digital photographs of cultural resources and related geography

Transported crew on- and off-road in 4WD field vehicles

## **La Loma Hills Project, Phase I, Riverside County, CA**

Extensive pedestrian survey

Site recordation of previously recorded and newly identified sites

Identification of artifacts and features

Acquired field data using Trimble Geo XT GPS running TerraSync

## **Fort Irwin III Project, Fort Irwin, CA**

Performed extensive pedestrian survey

Identified prehistoric and historic artifacts and features

Recorded newly identified sites and isolates

Acquired field data using Trimble TDC100 running Collector



**Biological and Archaeological Survey**  
**Services RFP Number: RO2378**  
Orange County Fire Authority



## **Appendix B:**

### **Sample Reports**



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September 29, 2017

David Belicki  
County of Los Angeles, Department of Public Works  
Water Resources Division  
900 South Fremont Avenue  
Alhambra, California 91803-1331

**RE: Memorandum for the July/August 2017 Riparian and Upland Exotic Plant Eradication Program throughout the Big Tujunga Wash Mitigation Area, Los Angeles County, California.**

Dear Mr. Belicki,

This memorandum summarizes the first exotic plant eradication effort conducted by Chambers Group, Inc. (Chambers Group) at the Big Tujunga Wash Mitigation Area (BTWMA) during treatment in July and August 2017. This memo shows the compliance and adherence to mitigation and avoidance measures set forth in the Master Mitigation Plan (MMP) and the California Department of Fish and Wildlife (CDFW) Agreement Regarding Proposed Stream or Lake Alteration No. 1600-2008-0253-R5 for the Big Tujunga Wash and Haines Canyon Creek, which are named tributaries to the Hansen Dam Flood Control Basin in Los Angeles County, California. Approved Chambers Group biologists participating in exotic plant removal efforts within the BTWMA worked to monitor that all mitigation and avoidance measures were followed by the work crews. Details of the first exotic plant eradication effort including, dates, names of participants, locations and descriptions of eradication activities performed, sensitive resources encountered, and mitigation actions taken are discussed below.

## **PRE-ACTIVITY SITE ASSESSMENT**

A pre-activity site assessment was conducted on July 21, 2017 by Chambers Group biologists Paul Morrissey, Erik Olmos, Jackelyn Mayfield, and Director of Restoration Construction Steven Reinoehl, to identify exotic plant and wildlife locations and densities throughout the BTWMA, identify any active bird nests or nesting behaviors, assess the condition of authorized trails, and to determine the most effective methods for the treatment of exotic plant and wildlife species. The site assessment team reviewed all designated high priority areas according to the 2016 BTWMA Annual Report, including Big Tujunga Wash, Haines Canyon Creek, the Tujunga Ponds, and all authorized trails.

A number of exotic plants were observed in the high priority area around Haines Canyon Creek. The most prevalent exotic plant species observed were castor bean (*Ricinus communis*), tree of heaven (*Ailanthus altissima*), Virginia creeper (*Parthenocissus quinquefolia*), greater periwinkle (*Vinca major*), perennial pepper weed (*Lepidium latifolium*), various mustard species (*Hirschfeldia incana*, *Brassica* spp., *Sisymbrium* spp.), and non-native grass species. During the site assessment it was observed that a majority of the annual exotic grasses and forbs, including many of the mustard species, had already set seed. As a result, perennial exotic plants would be the main focus for herbicide treatments during the removal effort. Areas with high densities of exotic plants were mapped with Collector for ArcGIS, a geographic information systems (GIS) application. No active bird nests were located during the site assessment. An email notification was sent to Sara Samaan with the Los Angeles County Department of Public Works on July 22, 2017 detailing the results of the pre-activity site assessment.

## **METHODS**

All herbicides used during exotic plant eradication efforts were California-approved aquatic herbicides approved for use within 15 feet of any water source. Exotic plants measuring more than 5 feet in height, were treated with the cut-stump method using an herbicide mixture of 50 percent Polaris (an imazapyr-based herbicide), 2 percent Liberate (a penetrant, deposition, and drift control agent), and Turf Trax (a blue indicator dye). Exotic plants measuring less than 5 feet in height were treated with a foliar herbicide application when possible or were hand-pulled near native

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vegetation where herbicides had the potential to damage nearby native vegetation. The foliar herbicide mixture contained 2 percent Roundup Custom (a glyphosate-based herbicide), 1 percent Polaris, 1 percent Liberate, and Turf Trax.

## RESULTS

Treatment of the exotic plant species was performed on July 27 and 28, July 31, and August 1. The crew averaged six members per day during exotic plant eradication efforts. Prior to the start of work each day, the crew received onsite orientation and instruction regarding safety, permit and mitigation regulations, and sensitive species that may be encountered in work areas. The meetings were conducted by restoration specialist, Steven Reinoehl and onsite biological monitors, Jackelyn Mayfield, Erik Olmos, Heather Clayton, and Jeremy Smith. Biological monitors were present during all exotic plant treatment activities.

The exotic plant removal effort began on July 27 in the high priority areas just east of Cottonwood Avenue and continued east and north throughout the riparian area. Castor bean was estimated to occupy between 5 and 20 percent cover in this area. Large stands of castor bean were cut down and the stumps were treated with herbicide. The cut castor bean was then stacked in clearings where it had been removed. Viable seed heads were cut from the castor bean plants, bagged, and hauled off site for disposal. Other exotic plant species that were encountered and treated included, Virginia creeper, greater periwinkle, barnyard grass (*Echinochloa crus-galli*), mustard species, tree of heaven, Himalayan blackberry (*Rubus armeniacus*), annual beard grass (*Polypogon monspeliensis*), fountain grass (*Pennisetum setaceum*), sweet alyssum (*Lobularia maritima*), milk thistle (*Silybum marianum*), and tree tobacco (*Nicotiana glauca*). Annual grasses and forbs including, red brome (*Bromus madritensis* subsp. *rubens*), ripgut grass (*Bromus diandrus*), wild oat (*Avena fatua*), tocalote (*Centaurea melitensis*), and various thistle (*Cirsium* sp.) and mustard species, were observed but not treated as they had already dropped their seed.

The following day, July 28, 2017, the crews continued to work east from Cottonwood Avenue covering most of the high priority area that extends toward the 210 Freeway and Tujunga Ponds. Castor bean remained the primary focus of removal efforts, with large stands of mature plants being cut down and stacked. Additional exotic plant species encountered and treated included, tomato (*Lycopersicon esculentum*), squash (*Cucurbita* sp.), pumpkin (*Cucurbita pepo*), spotted spurge (*Euphorbia maculata*), poison hemlock (*Conium maculatum*), and scarlet pimpernel (*Lysimachia arvensis*). These species were most often treated with foliar applications of herbicide; however, some were hand-pulled in areas where herbicides had the potential to damage nearby native vegetation.

After the weekend on July 31, 2017, the crews began working west from Cottonwood Avenue in the high priority area along Haines Canyon Creek. The crews worked south of the creek and continued to cut down and treat castor bean. Five small stands of giant reed (*Arundo donax*), were cut down and treated as well. A backpack sprayer containing the foliar herbicide mix was used to treat two of the giant reed stands. Both stands measured less than five feet in height and were located in the northern portion of the Tujunga Wash, which was completely dry. The three other giant reed stands were taller; one stand was approximately 10 feet in height and the other two other stands were approximately 20 feet in height. The cut-stump method was used to treat the taller stands and herbicide was applied to the freshly cut stumps with a spray bottle. These taller stands were located within the riparian area on the south side of the BTWMA more than 100 feet from a water source. All of the giant reed stands appeared to be re-sprouts from previously treated stands and were not new infestations. Additional exotic plants that were treated with herbicides included, umbrella-plant (*Cyperus involucratus*), white sweetclover (*Mellilotus albus*), common plantain (*Plantago major*), Bermuda grass (*Cynodon dactylon*), cheeseweed (*Malva parviflora*), horehound (*Marrubium vulgare*), and marvel of Peru (*Mirabilis jalapa*). Rain had been forecasted for the day, however, this rain event did not produce a measurable amount of rain with only light rain falling for a couple of minutes during the morning.

The final day of the effort took place the following day on August 1, 2017. The crews continued working in the high priority area along Haines Canyon Creek heading west from Cottonwood Avenue toward the western boundary of the BTWMA. Exotic plants were also treated in two high priority areas west of Cottonwood Avenue in the Tujunga Wash.

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Exotic plant species treated included, several small stands of giant reed, fountain grass, white sweetclover, palm tree saplings, mustard species, thistle species, perennial pepper weed, tree tobacco, horehound, Indian plantain, flax-leaved horseweed (*Erigeron bonariensis*), and edible fig (*Ficus carica*) trees.

## SUMMARY

All exotic plant eradication activities were monitored to ensure regulations and requirements were closely followed. Biological monitors reviewed work areas prior to the crews starting work each day and then traveled with each crew to ensure that nesting birds and native plant and wildlife species were not disturbed. No birds showed signs of stress during the effort. Only California-approved aquatic herbicides were used within 15 feet of any water source. Crew members used established creek crossings to minimize disturbance to sensitive stream habitat and species residing in the creek. No active bird nests or homeless encampments were encountered in or near the work areas during the effort. The next exotic plant removal effort is planned to occur in mid fall of 2017.

Please feel free to contact me at (949) 261-5414 extension 7242, or at [sreinoehl@chambersgroupinc.com](mailto:sreinoehl@chambersgroupinc.com), if you have any questions or are in need of further information.

Sincerely,

**CHAMBERS GROUP, INC.**



Steven Reinoehl  
Director of Restoration Construction

## SITE PHOTOS



Photo 1: Virginia creeper

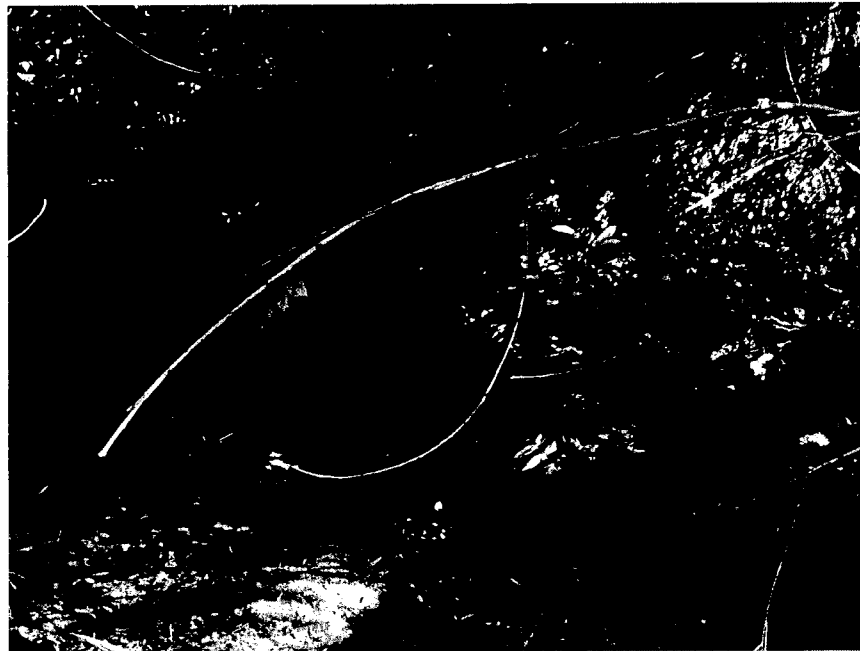


Photo 2: Castor bean and tree of heaven



**Photo 3:** Perennial pepper weed infestation with late season mustard



**Photo 4:** Greater periwinkle infestation



Photo 5: Bagging castor bean seed heads

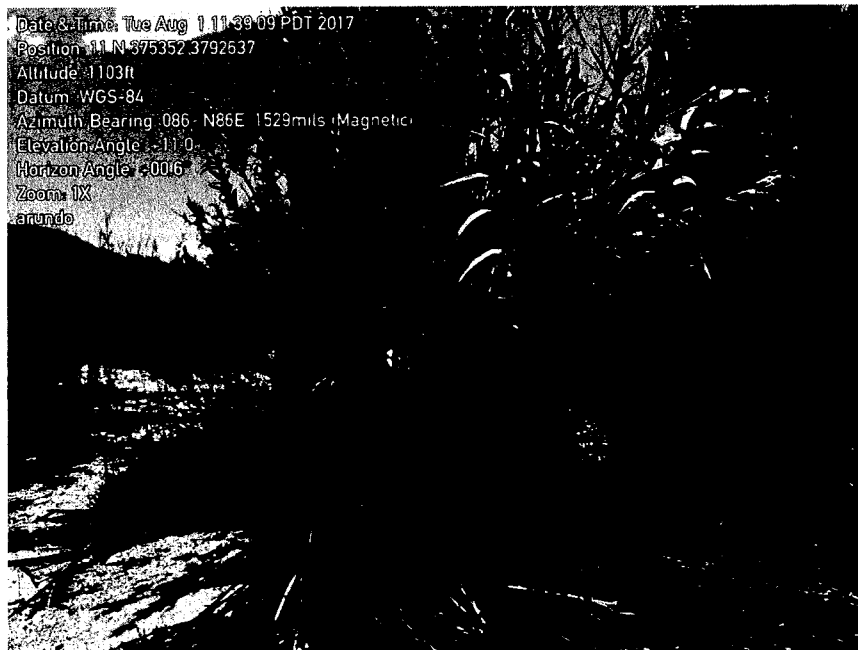


Photo 6: Cut stump treatment on a stand of giant reed



**2017 ANNUAL REPORT FOR THE  
BIG TUJUNGA WASH MITIGATION AREA  
LOS ANGELES COUNTY, CALIFORNIA**

*Prepared for:*

**COUNTY OF LOS ANGELES  
DEPARTMENT OF PUBLIC WORKS  
900 S. Fremont Avenue  
Alhambra, CA 91803-1331**

*Prepared by:*

**CHAMBERS GROUP, INC.  
5 Hutton Centre Drive, Suite 750  
Santa Ana, California 92707  
(949) 261-5414**

**May 2018**

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## **GUIDE TO COMPLIANCE WITH STREAMBED ALTERATION AGREEMENT**

### **Guide to Compliance with the Terms and Conditions in the California Department of Fish and Wildlife Streambed Alteration Agreement #1600-2008-0253-R5 for the Big Tujunga Wash Mitigation Area, Dated January 29, 2009; Expired March 31, 2014**

A draft Streambed Alteration Agreement (SAA) (#1600-2008-0253-R5) was issued to the County of Los Angeles Department of Public Works (LACDPW) from California Department of Fish and Wildlife (CDFW) on January 29, 2009 (Appendix A). The SAA remained in effect through March 31, 2014. Since the expiration of the SAA, activities conducted at the Mitigation Area have been under the direct supervision of CDFW biologist Matthew Chirdon. The following key provides a quick reference as to how the conditions were addressed and where the explanations of activities associated with the conditions are located in this document.

#### **Resource Protection**

**Condition 1:** Vegetation removal activities occurred between the dates of March 1 and September 1, and breeding bird pre-activity surveys were conducted prior to each exotic vegetation removal activity in 2017. In addition, a qualified biological monitor was present during all exotic vegetation removal activities during the breeding season to ensure that no impacts to nesting birds occurred (see Section 4.0). As a result, no impacts occurred to breeding/nesting birds within the Big Tujunga Wash Mitigation Area (Mitigation Area).

**Condition 2:** Nesting raptor surveys were conducted prior to all vegetation removal activities occurring within the Mitigation Area in 2017. No active raptor nests were identified within the active work areas; therefore, no impacts occurred to nesting raptors, and fencing of nests was not required (see Section 4.0).

**Condition 3:** Active bird nests were neither destroyed nor disturbed during the 2017 breeding season, in accordance with the Migratory Bird Treaty Act (MBTA) of 1918. Appropriate measures, such as pre-activity surveys and biological monitoring, were taken to prevent impacts to breeding/nesting birds protected under the MBTA.

**Condition 4:** Pre-activity surveys for sensitive species potentially occurring in the Mitigation Area were conducted prior to exotic vegetation removal activities (see Section 4.0).

**Condition 5:** CDFW was notified of the presence of all listed and sensitive species occurring within the Mitigation Area.

**Condition 6:** A qualified biological monitor was on site during clearing, enhancement, and restoration activities (see Section 4.0). The biological monitor conducted the appropriate pre-activity surveys on site prior to each activity occurring in an area.

**Condition 7:** All native vertebrate species encountered during clearing, enhancement, and restoration activities were safely relocated, as necessary. No native wildlife vertebrate species were harmed as a result of activities occurring in the Mitigation Area. No wildlife exclusionary devices were necessary; thus, none were constructed. No work was conducted on site without the presence of a biological monitor (see Section 4.0).

**Condition 8:** A Contractor Education Brochure was created in both English and Spanish and was distributed to all contractors and subcontractors working on the site. This brochure also served as an informational brochure that was handed out to recreational user groups as part of the public outreach program (see Section 10.0). In addition, the biological monitor conducted tailgate worker education sessions prior to exotic vegetation activities occurring on the site. A copy of the Contractor Education Brochure is included as Appendix B.

**Condition 9:** A copy of the 2017 annual report will be submitted to CDFW.

**Condition 10:** CDFW did not determine that any threatened or endangered species will be affected by the implementation of the Master Mitigation Plan (MMP); therefore, an application for a State Incidental Take Permit was not prepared.

**Condition 11:** One wildlife-proof trash receptacle has been installed at the northwest corner of the Mitigation Area near the 210 Freeway.

**Condition 12:** Hunting was neither permitted nor authorized within the Mitigation Area in 2017.

#### **Work Areas and Vegetation Removal**

**Condition 13:** Disturbance and removal of non-native vegetation did not exceed the limits approved by CDFW, as stated in the MMP (see Section 4.0).

**Condition 14:** All personnel who conducted activities within site boundaries were provided maps, and no native vegetation was removed within the boundaries of the site. The work areas were clearly delineated, and unnecessary impacts did not occur to ephemeral streams or riparian habitats. Activities conducted at the site did not result in any permanent adverse impacts to Haines Canyon Creek and/or Big Tujunga Wash.

**Condition 15:** Vegetation with a diameter at breast height (dbh) larger than 3 inches was not removed, except as stated in the MMP and approved by CDFW.

**Condition 16:** Native vegetation was not removed from the channel, bed, or banks of the stream except as provided for in the SAA.

#### **Equipment and Access**

**Condition 17:** Vehicles and equipment were neither operated within nor driven through water-covered portions of the stream.

**Condition 18:** Access to the site occurred solely via existing roads and established trails for all site maintenance and monitoring activities.

#### **Fill and Spoil**

**Condition 19:** Fill was not placed in any area of the Mitigation Area.

### **Structures**

**Condition 20:** Materials associated with the MMP activities were not placed in any seasonally dry portions of the stream.

**Condition 21:** Installation of erosion control structures was not conducted during 2017, nor was there a need for such structures.

**Condition 22:** Bridges, culverts, and other structures were not constructed as part of activities associated with the MMP.

**Condition 23:** No construction of any temporary or permanent dams, structures, or flow restrictions occurred as part of the activities associated with the MMP. However, recreational users of the site periodically built rock dams in the creek to create pools. The biologists or properly trained LACDPW Flood Maintenance workers carefully removed them when encountered to restore the natural flow in the creek (see Sections 8.0 and 9.0).

### **Pollution, Sedimentation, and Litter**

**Condition 24:** All litter and pollution laws were adhered to by the contractors, subcontractors, and employees of LACDPW. Trash pickup was conducted regularly by the site users, the landscape contractor, and volunteers during an organized Trail Cleanup Day (see Section 8.2).

**Condition 25:** Equipment maintenance was not conducted in the Mitigation Area.

**Condition 26:** No hazardous spills of any kind occurred in the Mitigation Area during 2017.

**Condition 27:** Activities conducted within the Mitigation Area in 2017 did not result in any turbid water (from dewatering or other activities) entering existing water courses.

**Condition 28:** Activities involving equipment washing (or other similar activities) that would have resulted in the production of water containing mud, silt, or other pollutants were not conducted in the Mitigation Area in 2017.

**Condition 29:** Alteration to the stream's low-flow channel, bed, or banks was not conducted as a result of the implementation of activities in the Mitigation Area.

**Condition 30:** As stated under Condition 24, the only movement of rocks within the bed or banks of the stream occurred during the removal of rock dams created by recreational users. Removal of the rock dams was conducted by biologists who are familiar with the sensitive fishes in the stream or by properly trained LACDPW Flood Maintenance workers (see Sections 8.0 and 9.0). These activities were conducted with as little silt generation as possible, and the rocks were placed back into the stream in a natural arrangement. Removal of the rock dams is critical for the federally listed (threatened) and California Species of Special Concern (SSC) Santa Ana sucker (*Catostomus santaanae*) that occurs in Haines Canyon Creek. Rock dam removal eliminates habitat that is better suited for exotic wildlife (e.g., American bullfrogs [*Lithobates catesbeianus*], largemouth bass [*Micropterus salmoides*]) that pose a threat to this species.

### **Permitting and Safeguards**

**Condition 31:** The CDFW, United States Army Corps of Engineers (USACE), and Regional Water Quality Control Board (RWQCB) were consulted very early in the development of the implementation plan for the Mitigation Area (referred to as the Big Tujunga Conservation Area in the SAA). The USACE stated that they did not need to issue a permit because there would not be any fill within their jurisdiction. The continued implementation of the MMP and the Long-term Maintenance and Monitoring Plan (LTMMMP) for the Mitigation Area is not expected to have any impact on USACE jurisdiction, nor will it have any water quality impacts. No additional permits or certifications are required from the RWQCB or the USACE.

**Condition 32:** LACDPW submitted the Conservation Easement (CE) on December 23, 2010. Additional work on the CE was not conducted in 2017.

### **Administrative-Miscellaneous**

**Condition 33:** No amendments to the SAA were submitted to CDFW during the 2017 reporting period. CDFW did not identify any breaches of the SAA during the 2017 period.

**Condition 34:** No violations of any terms or conditions of the SAA occurred during the 2017 period.

**Condition 35:** Copies of the SAA were provided to all the biologists, subcontractors, and workers who conducted activities in the Mitigation Area.

**Condition 36:** A pre-enhancement restoration meeting/briefing was held on November 11, 2009, prior to any exotic vegetation removal activities occurring in the Mitigation Area. Additional meetings were not necessary during 2017.

**Condition 37:** CDFW was notified prior to the start of exotic vegetation removal activities occurring within the Mitigation Area during the breeding bird season (see Section 4.0).

**Conditions 38 and 39:** CDFW conducted a visit to the site on December 18, 2017. Jennifer Pareti with CDFW was onsite to assess the fire damage, survey for fish, and conduct water quality testing following the Creek Fire.

**Conditions 40 through 42:** CDFW did not issue a suspension or cancellation of the SAA in 2017.



## SECTION 1.0 – INTRODUCTION

### 1.1 PURPOSE

The purpose of this report is to provide a summary of the management activities conducted at the Big Tujunga Wash Mitigation Area (Mitigation Area) from January to December 2017. These activities were conducted in accordance with the Master Mitigation Plan (MMP) for the Mitigation Area (Chambers Group 2000). The MMP was first created in 2000 to serve as a five-year guide for implementation of various enhancement programs and to fulfill the California Department of Fish and Wildlife (CDFW) requirement for the preparation of a management plan for the site. The ultimate goal of the Mitigation Area is to provide for long-term preservation, management, and enhancement of biological resources for the benefit of the state's fish and wildlife resources. The MMP encompasses strategies to enhance and protect existing habitat for wildlife and to create additional natural areas that could be used by native wildlife and numerous user (recreational) groups. In addition, the MMP includes programs for the removal of exotic fishes and reptiles, American bullfrogs (*Lithobates catesbeianus*), and red swamp crayfish (*Procambarus clarkii*) from the Tujunga Ponds; trapping to control brown-headed cowbirds (*Molothrus ater*); development of a formal trails system; and development of a public awareness and education program at the site. Implementation of the MMP began in August 2000 and was completed five years later. An additional year of limited maintenance and surveys was added between late summer 2006 and late summer 2007. ECORP Consulting, Inc. (ECORP) was contracted by the County of Los Angeles Department of Public Works (LACDPW) in July 2007 to continue MMP activities as part of implementation of the Long-term Maintenance and Monitoring Plan (LTMMMP) (Chambers Group 2006). In June of 2017 Chambers Group, Inc. (Chambers Group) was again contracted by LACDPW to continue MMP activities in accordance with the LTMMMP. This report summarizes all activities conducted in the Mitigation Area by ECORP and Chambers Group between January and December 2017.

### 1.2 LOCATION AND SETTING

The Mitigation Area is located in Big Tujunga Wash, just downstream of the Interstate (I-) 210 Freeway overcrossing, near the City of Los Angeles' Sunland community in the San Fernando Valley, Los Angeles County. The site is bordered on the north by I-210, on the east by I-210 and the County of Los Angeles Department of Parks and Recreation (LACDPR) Tujunga Ponds, and on the south by Wentworth Street (Figure 1-1). The west side of the site is contiguous with the downstream portion of Big Tujunga Wash. The Mitigation Area supports two watercourses: Big Tujunga Wash and Haines Canyon Creek. Big Tujunga Wash, in the northern portion of the site, is partially controlled by Big Tujunga Dam (Dam). Flow is intermittent based on rainfall amounts and water releases from the Dam. Haines Canyon Creek, located in the southern portion of the site, is a tributary that conveys water flow from Haines Canyon to Big Tujunga Wash. Flow is perennial and may be fed by groundwater and/or runoff from adjacent residential areas. The two drainages merge near the western boundary of the property and continue into the Hansen Dam Flood Control Basin, located approximately one-half mile downstream of the site. The site is located within a state-designated Significant Natural Area (LAX-018) and a Los Angeles County Significant Ecological Area (Designation No. 25, Tujunga Valley/Hansen Dam); and the biological resources found on the site are of local, regional, and statewide significance (Safford and Quinn 1998; CDFW 2016). The Mitigation Area also falls within designated Critical Habitat for the federally listed Santa Ana sucker and the federally and state listed southwestern willow flycatcher (*Empidonax traillii extimus*). The nearby Tujunga Ponds and surrounding habitat are located adjacent to the northeast corner of the site. An aerial photograph showing Big Tujunga Wash, Haines Canyon Creek, the Tujunga Ponds, and other geographic features as well as designated Critical Habitat in the Mitigation Area can be found in Figure 1-2.

**Figure 1-1. Project Location**

**Figure 1-2. Big Tujunga Wash Mitigation Area**

### 1.3 SUMMARY OF THE ANNUAL REPORT

Table 1-1 provides a list of the tasks described in the MMP that were implemented between January and December 2017. Certain tasks in the MMP were not conducted in 2017 because the scope of work requires that they be done once during a three-year period and that they be conducted during an average or better than average rainfall year. Examples of these include the focused surveys for sensitive native fishes, arroyo toad (*Anaxyrus californicus*), least Bell's vireo (*Vireo bellii pusillus*), and southwestern willow flycatcher. This suite of surveys was not conducted in 2017 because these surveys were last conducted in 2015. Due to the loss of habitat for these species following the Creek Fire, the schedule for these surveys is now tentative. No water lettuce (*Pistia stratiotes*) was observed in the Mitigation Area during 2017 and thus, no Water Lettuce Control Program tasks were conducted in 2017. No additional tasks were conducted under the Special Assessment task in 2017. Compendia of all plant and wildlife species observed in the Mitigation Area in 2017 are included as Appendix C.

**Table 1-1. Mitigation and Monitoring Tasks Implemented and/or Continued in 2017**

Implemented and/or Continued in 2017	Task
	<b>TASK 1 – Continue Brown-headed Cowbird Trapping Program</b>
✓	Brown-headed Cowbird Trapping Program
✓	Final Trapping Report
	<b>TASK 2 – Continue Exotic Plant Eradication Program</b>
✓	Combined Exotic Plant Removal and Maintenance Program
✓	Exotic Plant Memos
	<b>TASK 3 – Water Lettuce Control Program</b>
-	Water Lettuce Herbicide Application
-	Follow-up Inspections and Memos
	<b>TASK 4 – Continue Exotic Wildlife Eradication Program</b>
✓	Exotic Wildlife Removal Efforts
✓	Exotic Wildlife Memos
	<b>TASK 5 – Water Quality Monitoring Program</b>
✓	Water Quality Monitoring
✓	Water Quality Results Report
	<b>TASK 6 – Trails Monitoring Program</b>
✓	Trails Maintenance and Monitoring Site Visits
✓	Trails Maintenance and Monitoring Memos
✓	Trail Cleanup Day
	<b>TASK 7 – Community Awareness Program</b>
✓	Biannual Newsletters
✓	Community Advisory Committee Meeting
✓	Community Advisory Committee Meeting Minutes
	<b>TASK 8 – Public Outreach Program</b>
✓	Public Outreach Weekend Site Visits
✓	Public Outreach Memo

**Table 1-1. Mitigation and Monitoring Tasks Implemented and/or Continued in 2017**

Implemented and/or Continued in 2017	Task
	<b>TASK 9 – Special Assessment</b>
-	Special Assessment Site Visits
-	Special Assessment Memos
	<b>TASK 10 – Annual Report</b>
✓	2017 Draft Annual Report
✓	2017 Final Annual Report
	<b>TASK 11 – Meetings</b>
✓	Meetings with LACDPW, Agencies, Public, and Consultants
	<b>TASK 12 – Coordination with LACDPR</b>
✓	Coordination with LACDPR

### 1.3.1 Continuation of Brown-headed Cowbird Trapping Program

Brown-headed cowbird trapping was conducted in and around the Mitigation Area in the spring and summer of 2017. This program is outlined in the MMP as a method to enhance the ecological value of the site by reducing and ultimately eliminating the occurrence of brood parasitism of native riparian bird species. Two cowbird traps were placed within the Mitigation Area, and two traps were placed outside the Mitigation Area in suitable cowbird foraging habitat. A total of 54 cowbirds were removed from the four traps between March 30 and June 29, 2017. Details of the brown-headed cowbird trapping program are found in Section 2.0.

### 1.3.2 Continuation of Exotic Plant Eradication Program

This task consisted of ongoing monitoring of past exotic plant removal efforts and continued removal of exotic and invasive vegetation. Periodic site visits were conducted to determine the locations of exotic plant species removal efforts, to strategize the best course of action, and to determine if and where additional treatments were necessary. The removal of exotic plants was conducted at various times throughout the year to ensure that removal techniques would coincide with the exotic plant species' growth cycles. The major focus of this task for the 2017 period was treating exotic plant species (such as mustard species, castor bean [*Ricinus communis*], non-native thistles, and non-native brome grasses) with CDFW-approved herbicides. The exotic plant species eradication activities that were conducted in 2017 are summarized in Section 4.0.

### 1.3.3 Water Lettuce Control Program

A new task, water lettuce removal, was added to the Exotic Plant Eradication Program in 2011 due to an infestation of this non-native plant in the Tujunga Ponds. Following manual removal in early January 2012, remaining patches of water lettuce were treated with CDFW-approved herbicide in January, July, August, and September 2012 and again in July and August 2013. A small amount of water lettuce was observed on site in June and August 2016 but was manually removed from the ponds in by biologists and

maintenance crews and did not require herbicide treatments. The Tujunga Ponds were searched for water lettuce in July, August, November, and December 2017 and was not observed on site. Details of the water lettuce program are summarized in Section 5.0.

#### **1.3.4 Continuation of Exotic Wildlife Eradication Program**

This task consists of the continued removal of non-native, invasive wildlife species. Efforts were focused on removal of exotic aquatic wildlife species, primarily, bluegill (*Lepomis macrochirus*), green sunfish (*Lepomis cyanellus*), largemouth bass (*Micropterus salmoides*), red swamp crayfish, Mozambique tilapia (*Oreochromis mossambicus*), and western mosquitofish (*Gambusia affinis*), from perennial waters at the Tujunga Ponds and Haines Canyon Creek. Exotic wildlife removal efforts targeted all life stages of American bullfrogs in an effort to maximize the efficiency of the removal program. Exotic wildlife removal methods were revised in 2016 to increase effectiveness through the addition of removal efforts. A total of 10 exotic wildlife removal efforts occurred during the 2017 reporting period. Exotic wildlife removal tasks implemented in 2017 are summarized in Section 6.0.

#### **1.3.5 Water Quality Monitoring Program**

Water quality sampling for the Mitigation Area was conducted by Chambers Group on December 21, 2017. All samples were tested by Enthalpy Analytical, LLC. This task is discussed in Section 7.0.

#### **1.3.6 Trails Monitoring Program**

The Trails Monitoring Program aims to allow recreational use of the Mitigation Area while still preserving sensitive wildlife and their habitats. Three site visits were conducted in 2017 to look for areas that might qualify for trail closures, identify areas where trails were blocked by trash or debris, and mark locations of extensive stands of poison oak (*Toxicodendron diversilobum*) and other vegetation overgrowing the trails. A majority of the trail maintenance needs that were identified were remedied the same day. More extensive problem areas were mapped and reported to LACDPW for repair at a later time. The Eleventh Annual Trail Cleanup Day was held on Saturday, November 4, 2017. Trail maintenance tasks implemented in 2017 and further information about the Trail Cleanup Day is summarized in Section 8.0.

#### **1.3.7 Community Awareness Program**

This program consists of the continued implementation of the Community Advisory Committee (CAC) meeting. The meetings were previously held semiannually, in spring and fall of each year, but changed in 2014 to only be held in the spring. ECRP assisted LACDPW with development of meeting agendas and any supporting handouts (including an updated Mitigation Area Incident Map), summarizing CAC meeting minutes, and producing the spring and fall newsletters for distribution by LACDPW. The status of the Community Awareness Program and activities conducted in 2017 are summarized in Section 9.0.

#### **1.3.8 Public Outreach Program**

A new community outreach program was implemented in 2009 to educate the various types of recreational user groups about the sensitivity of plant communities and wildlife species present in the Mitigation Area. This program was continued in 2017 due to its past success. On-site interviews and education about the Mitigation Area were conducted on three separate occasions by Chambers Group's bilingual biologists. The biologists handed out bilingual brochures describing the ecological purpose of the

Mitigation Area, the importance of protecting sensitive biological resources, and approved recreational uses within the Mitigation Area. While on site, they documented any unusual observations or circumstances such as the presence of rock dams or unauthorized activities within the Mitigation Area. A full description of the outreach effort, as well as several notable incidents in 2017, are included in Section 10.0.

#### **1.3.9      Special Assessment**

Chambers Group and ECORP staff were available to provide special assessments on an on-call basis. Special assessments include damage assessments (i.e., fire damage, vandalism) and other site issue assessments and the subsequent coordination and response. This task is discussed in Section 11.0.

#### **1.3.10     Preparation and Submittal of Annual Report**

This task refers to the preparation of the annual report and the individual task reports that are included as appendices to the annual report.

#### **1.3.11     Attendance at Meetings with Agencies, Public, and Consultants**

Chambers Group and ECORP staff attended meetings with LACDPW, agencies, the general public, and consultants as necessary regarding various aspects of the MMP implementation. One post-fire assessment meeting was held with LACDPW and CDFW at the Mitigation Area on December 18, 2017, following the Creek Fire. This is discussed in Section 12.0.

#### **1.3.12     Coordination with LACDPR**

Chambers Group and ECORP staff informed and coordinated with LACDPR concerning activities that took place within the Mitigation Area and the Tujunga Ponds LACDPR parcel.

## **SECTION 2.0 – CONTINUATION OF BROWN-HEADED COWBIRD TRAPPING PROGRAM**

The brown-headed cowbird trapping program was established at the Mitigation Area to decrease and ultimately eliminate nest parasitism on sensitive songbird species present or potentially present in the Mitigation Area, such as least Bell's vireo and southwestern willow flycatcher. Trapping and eradicating brown-headed cowbirds increases the ecological value of the site by enhancing the reproductive success of these sensitive riparian songbirds and promoting general breeding activity within the Mitigation Area. Trapping was initiated in the Mitigation Area in 2001 and was conducted yearly between 2001 and 2006 and again between 2009 and 2017. Trapping was not conducted in 2007 and 2008, as it was one of the tasks originally scheduled to occur once every three years. CDFW requested that this task be completed every year in the most recent Streambed Alteration Agreement (SAA) issued for the site (dated January 29, 2009). In 2017, Griffith Wildlife Biology operated two cowbird traps within the Mitigation Area and two traps adjacent to the Mitigation Area between March 30 and June 29, 2017. The methodology, results, and discussion of the 2017 trapping are presented below; and a full copy of the report is included as Appendix D.

### **2.1 BROWN-HEADED COWBIRD NATURAL HISTORY**

Brown-headed cowbirds are brood parasites. Cowbirds do not make a nest of their own, nor do they contribute to raising their young. This species parasitizes the nests of native host species by laying their larger egg(s) in the host species' nests and leaving the egg(s) and chick(s) to be reared by the native host. Brown-headed cowbird young are often larger and more demanding than their host offspring, resulting in the host birds raising the cowbird chick and neglecting their own young. Female cowbirds can lay up to 40 eggs during the breeding season (ranging from two to four months; Scott and Ankney 1980).

Population declines of sensitive native songbirds such as the least Bell's vireo and the southwestern willow flycatcher can be partially attributed to high nest parasitism rates by brown-headed cowbirds. In many areas, the reduction or elimination of brown-headed cowbirds through trapping has been directly related to increases in native bird populations.

### **2.2 METHODOLOGY**

Brown-headed cowbird trapping was conducted by Griffith Wildlife Biology according to the Brown-headed Cowbird Trapping Protocol, the standard protocol accepted by the United States Fish and Wildlife Service (USFWS) and CDFW (Griffith Wildlife Biology 1992). Four traps were established in and around the Mitigation Area: Trap 1 at the Hansen Dam Stables, Traps 2 and 3 inside the Mitigation Area, and Trap 4 at Gibson Ranch (Figure 2-1). Traps 2 and 3 were placed adjacent to riparian and coastal sage scrub habitat, while Traps 1 and 4 were placed in cowbird foraging areas.

Traps were removed from storage and transported to the Mitigation Area. Each trap, measuring approximately 6 feet wide, 8 feet long, and 6 feet tall, was constructed at each trap site. Food, water, perches, and shade were provided inside each trap. A sign was prominently placed outside each trap explaining the significance of the trap and urging recreational users of the area not to tamper with it. Each trap contained the minimum preferred ratio of male to female decoys (two males and three females) as of April 6, 2017. As of April 15, the ratio was increased to three males and five to six females. The traps were opened on March 30 and operated every day (including holidays) until June 29, 2017. Each trap was serviced daily by either the Principal Investigator or a trapping assistant. Daily servicing activities included:



- Replenishing and/or cleaning the water source
- Refilling the feed tray with bait seed
- Repairing the perches, foraging pad, sign, shade cloth, or lock as needed
- Repairing damage as needed
- Wing clipping newly captured female cowbirds
- Adding/removing decoy cowbirds to maintain the appropriate male to female ratio (2:3)
- Removing and releasing non-target native bird species in the traps
- Recording all activities and appropriate data on a data sheet

Traps were disassembled and returned to storage after June 29, 2017. Cowbirds not used as decoys were euthanized with carbon monoxide and moved off site to be provided as forage for raptor rehabilitation/reintroduction facilities.

**Figure 2-1. Brown-headed Cowbird Trap Locations**



## 2.3 RESULTS

A total of 54 cowbirds were removed during the 2017 trapping season (27 males, 26 females, and 1 juvenile). Most cowbirds were captured and removed between weeks two and five (April 8 to May 5) of the 13-week trapping period. One trap was vandalized on May 2 by having the front panel mesh cut. The trap was immediately repaired, and no decoys escaped.

A total of 184 non-target birds (i.e., all species except brown-headed cowbirds) of four native bird species were captured in the traps. The four non-target species that were captured included California towhee (*Pipilo crissalis*), house finch (*Carpodacus mexicanus*), house sparrow (*Passer domesticus*), and yellow-headed blackbird (*Xanthocephalus xanthocephalus*). Banded cowbirds and/or banded non-target species were not captured during the trapping season. Most non-target birds (184 individuals) captured during the trapping period were released unharmed and in good health. One non-target individual (California towhee) was classified as a mortality due to intraspecific competition inside the trap. No mortalities of decoy or non-target birds occurred due to lack of water, food, or shade or because of unclean conditions in the trap. No mortalities of decoy birds occurred inside the traps during the 13 weeks of trapping.

## 2.4 DISCUSSION

The number of brown-headed cowbirds trapped during the 2017 season is within the range of 2001-2016 numbers. The 2017 capture numbers (54) fall well below the 133 captured in 2016 and are the lowest number captured since the 56 recorded in 2006. However, 2006 was bracketed by 137 in 2005 and 192 in 2007. It is expected that the capture numbers will rebound back to the 2001-2017 average of 112 in 2018 or 2019. Locally raised juveniles are relatively easy to capture within their natal habitat and can be a good indication of the success of a trapping program. Only one juvenile brown-headed cowbird was captured during the 2017 trapping season, indicating that cowbird parasitism was essentially eliminated in the study area in 2017.

In order to effectively reduce regional cowbird populations, brown-headed cowbird trapping would need to be conducted on a yearly basis until the number of cowbirds captured decreases each year. Yearly trapping has been effective at reducing nest parasitism on native host species present in the riparian habitat at the Mitigation Area. Griffith Wildlife Biology recommended no change in the protocol, the number of traps (four), or the dates and duration of cowbird trapping (13 weeks, April 1 to June 30).

### SECTION 3.0 – HABITAT RESTORATION PROGRAM

The habitat restoration program was originally established to preserve, improve, and create habitat for Santa Ana sucker, Santa Ana speckled dace (*Rhinichthys osculus* ssp. 3), arroyo chub (*Gila orcuttii*), arroyo toad, least Bell's vireo, and southwestern willow flycatcher, all sensitive and listed species known to either occur or have a high potential to occur on site. These species are associated with aquatic and/or riparian habitats; therefore, the habitat restoration program focused on the restoration of cottonwood-willow riparian habitat. The goal of the initial habitat restoration plan was to remove invasive, non-native, and weedy species, such as giant reed, and to replant these areas with native riparian species. The enhancement plan consisted of various tasks designed to remove the non-native species, prepare the areas prior to planting, install cuttings and container plant materials, and monitor the success of the plantings. Initial installation of willow riparian habitat along Haines Canyon Creek occurred in 2000 and 2001. The habitat restoration program was ongoing through the first part of 2007, when the last plantings were installed. Failure of the plantings due to environmental conditions and vandalism initiated a reevaluation of the restoration program in late 2007.

When ECORP took over the contract for the implementation of the MMP in mid-2007, the habitat restoration plan was revised in order to better address the changing needs of the Mitigation Area and address the long-term maintenance needs of the restoration areas. The habitat restoration plan was also updated in 2009 (ECORP 2009) and is included in Appendix C of the 2009 Annual Report for the Mitigation Area (ECORP 2010).

#### 3.1 SUMMARY OF THE ORIGINAL HABITAT RESTORATION EFFORTS

The original habitat restoration efforts conducted in the Mitigation Area are addressed in detail in Section 2.2 of the 2009 Annual Report for the Big Tujunga Wash Mitigation Area (ECORP 2010). During the first five years following implementation of the original MMP, habitat restoration efforts within the Mitigation Area focused on planting new riparian woodland overstory and understory plants in existing canopy openings or in openings that were created after extensive stands of invasive exotic species were removed. Container plantings and cuttings of native plant species were placed throughout the Mitigation Area and watered on a regular basis to promote survival. In 2004, the cuttings and container plantings were found to have a low survival rate, presumably due to the lack of naturally available water. It was concluded at that time that natural recruitment was more effective at filling openings in the riparian canopy than the active planting program, so no new planting efforts were conducted until 2007.

Additional planting efforts occurred in 2007; however, 2007 was a severe drought year and none of the native plant cuttings survived. A watering program was implemented immediately to promote survival, and the planted container plants did survive. No additional losses of these container plants were noted following the watering program.

#### 3.2 CURRENT STATUS OF THE HABITAT RESTORATION PROGRAM

The planting and maintenance portions of the habitat restoration program were terminated in 2010 (ECORP 2011). The exotic plant removal component of the habitat restoration program, however, was continued; and the exotic plant removal task was absorbed into the new exotic plant eradication and maintenance program during the contract revision in 2012. The exotic plant eradication and maintenance program activities conducted in 2017 are discussed in Section 4.0.

#### SECTION 4.0 – CONTINUATION OF EXOTIC PLANT ERADICATION AND MAINTENANCE PROGRAM

The purpose of the exotic plant eradication and maintenance program at the Mitigation Area is to increase the ecological value of the existing native vegetation communities. The original exotic plant removal program targeted the riparian communities in and around Haines Canyon Creek, Big Tujunga Wash, and the Tujunga Ponds. This program was expanded in 2012 due to a contract revision and now encompasses the cottonwood/willow restoration area maintenance and oak-sycamore woodland weeding activities. By removing exotic plant species and continually performing maintenance in restoration areas throughout the Mitigation Area, native plant species are able to flourish due to reduced competition for resources, such as light and water. This ultimately allows for natural recovery of native plant communities and increased chances of success within the restoration areas, which results in an improvement in the ecological function of the entire area. Improved habitat function benefits common and sensitive species of plants and wildlife that either occur or have the potential to occur at the Mitigation Area. Table 4-1 lists the exotic plant species targeted for eradication.

Table 4-1. Target Non-Native Weed Species

Common Name	Scientific Name
sticky snakeroot*	<i>Ageratina adenophora</i>
palm species*	<i>Arecastrum</i> sp., <i>Washingtonia</i> sp., etc.
giant reed*	<i>Arundo donax</i>
mustard species*	<i>Brassica</i> sp., <i>Hirschfeldia incana</i> , <i>Sisymbrium</i> sp.
Italian thistle	<i>Carduus pycnocephalus</i>
non-native thistle*	<i>Cirsium</i> sp.
umbrella-plant*	<i>Cyperus involucratus</i>
water hyacinth*	<i>Eichhornia crassipes</i>
gum tree*	<i>Eucalyptus</i> sp.
fennel	<i>Foeniculum vulgare</i>
white sweetclover*	<i>Melilotus albus</i>
tree tobacco*	<i>Nicotiana glauca</i>
common plantain*	<i>Plantago major</i>
castor-bean*	<i>Ricinus communis</i>
pepper tree*	<i>Schinus terebinthifolius</i> , <i>S. molle</i>
milk thistle*	<i>Silybum marianum</i>
Mediterranean tamarisk	<i>Tamarix ramosissima</i>
<b>Non-Native Annual Grasses</b>	
wild oat*	<i>Avena fatua</i>
slender wild oat*	<i>Avena barbata</i>
foxtail chess*	<i>Bromus madritensis</i> subsp. <i>madritensis</i>
ripgut grass*	<i>Bromus diandrus</i>
soft chess	<i>Bromus hordeaceus</i>
glaucous foxtail barley*	<i>Hordeum murinum</i>
annual beard grass*	<i>Polypogon monspeliensis</i>
<b>Non-Native Perennial Grasses</b>	
pampas grass	<i>Cortaderia selloana</i>
Bermuda grass*	<i>Cynodon dactylon</i>
Italian ryegrass	<i>Festuca perennis</i>
fountain grass*	<i>Pennisetum setaceum</i>
smilo grass*	<i>Piptatherum miliaceum</i>

\*Observed in 2017

Table 4-2 lists all the additional exotic plant species observed within the Mitigation Area.

**Table 4-2. Additional Exotic Plant Species Observed in the Mitigation Area**

Common Name	Scientific Name
century plant	<i>Agave americana</i>
tree of heaven	<i>Ailanthus altissima</i>
pigweed	<i>Amaranthus albus</i>
belladonna-lily	<i>Amaryllis belladonna</i>
scarlet pimpernel	<i>Anagallis arvensis</i>
black mustard	<i>Brassica nigra</i>
southern catalpa	<i>Catalpa bignonioides</i>
toalote	<i>Centaurea melitensis</i>
spotted spurge	<i>Chamaesyce maculata</i>
poison hemlock	<i>Conium maculatum</i>
pumpkin	<i>Cucurbita pepo</i>
squash	<i>Cucurbita</i> sp.
flax-leaved horseweed	<i>Erigeron bonariensis</i>
red-stemmed filaree	<i>Erodium cicutarium</i>
petty spurge	<i>Euphorbia peplus</i>
English ivy	<i>Hedera helix</i>
shortpod mustard	<i>Hirschfeldia incana</i>
prickly lettuce	<i>Lactuca serriola</i>
peppergrass	<i>Lepidium latifolium</i>
sweet-alyssum	<i>Lobularia maritima</i>
tomato	<i>Lycopersicon esculentum</i>
cheeseweed	<i>Malva parviflora</i>
horehound	<i>Marrubium vulgare</i>
marvel of Peru	<i>Mirabilis jalapa</i>
Eurasian milfoil	<i>Myriophyllum spicatum</i>
Mexican palo verde	<i>Parkinsonia aculeata</i>
Virginia creeper	<i>Parthenocissus quinquefolia</i>
bluecrown passionflower	<i>Passiflora caerulea</i>
wild radish	<i>Raphanus sativus</i>
Himalayan blackberry	<i>Rubus armeniacus</i>
London rocket	<i>Sisymbrium irio</i>
prickly sow thistle	<i>Sonchus asper</i>
common sow thistle	<i>Sonchus oleraceus</i>
Spanish broom	<i>Spartium junceum</i>
tamarisk	<i>Tamarix</i> sp.
feverfew	<i>Tanacetum parthenium</i>
puncture vine	<i>Tribulus terrestris</i>
wand mullein	<i>Verbascum virgatum</i>
greater periwinkle	<i>Vinca major</i>
<b>Non-Native Annual Grasses</b>	
barnyard grass	<i>Echinochloa crus-galli</i>
goose grass	<i>Eleusine indica</i>
barley	<i>Hordeum vulgare</i>
fall panicgrass	<i>Panicum dichotomiflorum</i> subsp. <i>dichotomiflorum</i>
<b>Non-Native Perennial Grasses</b>	
redtop	<i>Agrostis stolonifera</i>

The revised approach to the exotic plant eradication and maintenance program also includes a more aggressive program for targeting and eliminating the large, non-native trees that create the dense overstory within the Mitigation Area. Removal of these exotic tree species will create a more open canopy within the Mitigation Area, which will allow more sunlight to reach the native plant species growing beneath the canopy. The tree species targeted under the exotic plant eradication and maintenance program are listed in Table 4-3.

**Table 4-3. Target Invasive Exotic Tree Species**

Common Name	Scientific Name
acacia species	<i>Acacia dealbata</i> and <i>Acacia</i> spp.
southern catalpa*	<i>Catalpa bignonioides</i>
gum tree*	<i>Eucalyptus</i> spp.
edible fig*	<i>Ficus carica</i>
shamel ash*	<i>Fraxinus uhdei</i>
Japanese privet	<i>Ligustrum japonicum</i>
sweetgum	<i>Liquidambar styraciflua</i>
white mulberry*	<i>Morus alba</i>
tree tobacco*	<i>Nicotiana glauca</i>
castor-bean*	<i>Ricinus communis</i>
Peruvian pepper tree*	<i>Schinus molle</i>
Brazilian pepper tree	<i>Schinus terebinthifolius</i>
Chinese elm*	<i>Ulmus parvifolia</i>
palm species*	<i>Washingtonia</i> sp., <i>Phoenix canariensis</i> , etc.

\*Observed in 2017

#### 4.1 METHODS

Exotic plant eradication activities took place throughout the riparian and upland portions of the Mitigation Area. These eradication activities also included weeding in the upland area between Big Tujunga Wash and the northern boundary of the Mitigation Area. Before 2012, this area was not part of the sections that were actively weeded on a regular basis, but infestations of invasive exotic plant species (fountain grass [*Pennisetum setaceum*]) and weeds (thistle [*Cirsium* spp.] and mustard [*Brassica* spp.]) reached levels that needed to be controlled and are now included in regular exotic plant removal efforts. Although exotic plant eradication efforts were conducted throughout the entire Mitigation Area in 2017, Figure 4-1 shows the areas that are considered high priority for targeting exotic plant species.

Pre-activity surveys were conducted by qualified biologists prior to each exotic plant eradication effort to document exotic plant locations and any sensitive biological resources to avoid during the removal efforts. During the pre-activity surveys, the biologists conducted a walkthrough of all trails in the riparian and upland areas. Coordinates of new exotic plant species locations or sensitive biological resources (such as active bird nests) were recorded with Collector for ArcGIS mobile application (an Esri-based application) on either a tablet or personal smart phone. All captured points, whether it is a sensitive species or nesting bird location, the boundary of an environmentally sensitive area, or even a photograph, are geo-referenced (GPS coordinate associated with point), time stamped for accurate inventory, and catalogued. The data is automatically posted to the server and available for all field crew to review throughout the eradication efforts. CDFW was notified prior to the commencement of removal activities, in accordance with the Mitigation Area's SAA.

**Figure 4-1. High Priority Exotic Plant Removal Locations**



During the exotic plant eradication efforts, a biological monitor was present to ensure that crews conducted work within the appropriate pre-defined work areas and that the removal activities did not result in impacts to sensitive biological resources, such as nesting bird activity. The biological monitor also conducted morning tailgate sessions to remind the crews about the sensitive biological resources present in the Mitigation Area. A bilingual worker education brochure that contained general information and guidelines pertaining to the site was distributed to all new workers entering the site (Appendix B). The biological monitor was responsible for showing the crews locations of exotic plant species that had been recorded during previous site visits and pre-activity surveys. Newly identified stands of exotic vegetation were treated as they were discovered. All treated areas were documented by the biological monitor and digital photographs were taken to document removal efforts. Following the completion of each eradication effort, a memo was prepared that documented the eradication activities and locations and the presence of any sensitive biological resources. All exotic plant removal efforts were conducted according to the terms and conditions of the SAA.

Exotic plants and trees were removed either manually (by cutting or sawing) or by herbicide treatment. Hand-saws and hand tools (machetes) were used for cutting small exotic trees. Large exotic trees that were girdled in 2012 were monitored for regrowth and no new growth was observed. All herbicides used during exotic plant eradication efforts were California-approved aquatic herbicides approved for use within 15 feet of any water source including permanent (Haines Canyon Creek, Tujunga Ponds) or temporary (Big Tujunga Wash, ephemeral ponds from rains). Exotic plants measuring more than 5 feet in height were treated with the cut-stump method using an herbicide mixture of 50 percent Polaris (an imazapyr-based herbicide), 2 percent Liberate (a penetrant, deposition, and drift control agent), and Turf Trax (a blue indicator dye). Exotic plants measuring less than 5 feet in height were treated with a foliar herbicide application when possible or were hand-pulled near native vegetation where herbicides had the potential to damage nearby native vegetation. The foliar herbicide mixture contained 2 percent Roundup Custom (a glyphosate-based herbicide), 1 percent Polaris, 1 percent Liberate, and Turf Trax. Cuttings of giant reed stands (and other exotic plant species) were not removed from the site but were arranged in a manner that would prevent re-growth or establishment of new stands. The cuttings were placed in areas that would not impede visitor traffic, pose a safety hazard, or affect the aesthetics of the site.

#### 4.2 NON-NATIVE EXOTIC PLANT ERADICATION EFFORTS IN 2017

Site-wide exotic plant eradication occurred during three different efforts in 2017: March 27 through 31, April 3 through 7, and April 10 through 13 (ECORP, first effort); July 27 and 28, July 31, and August 1 (Chambers Group, second effort); and November 21 and 22, and November 27 (Chambers Group, third effort). ECORP biologists Taylor Dee, Lauren Dorough, and Carley Lancaster conducted the pre-activity surveys and/or the biological monitoring for the first exotic plant eradication effort. Chambers Group biologists Paul Morrissey, Erik Olmos, Jackelyn Mayfield, Jeremy Smith and Director of Restoration Construction Steven Reinoehl conducted the pre-activity surveys and/or the biological monitoring for the second and third exotic plant eradication efforts.

Exotic plant and tree eradication efforts were conducted throughout the entire Mitigation Area. The eradication activities did not result in impacts to any sensitive biological resources. During the first effort, active bird nests and/or birds behaving territorial and exhibiting nesting activity were discovered at 19 locations during exotic plant removal activities. The nests were determined to belong to Bewick's wren (*Thryomanes bewickii*), red-winged blackbird (*Egelaius phoeniceus*), Anna's hummingbird (*Calypte anna*), bushtit (*Psaltiriparus minimus*), lesser nighthawk (*Chordeiles acutipennis*), California thrasher (*Toxostoma redivivum*), house finch (*Haemorrhous mexicanus*), western bluebird (*Sialia mexicana*),

Cooper's hawk (*Accipiter cooperii*), California scrub jay (*Aphelocoma californica*), and song sparrow (*Melospiza melodia*). No-work buffers were established around active bird nests, and the biological monitors were present during all work activities occurring outside the buffers to ensure the adults and young associated with each nest were not affected. No active bird nests were identified, and no breeding or nesting behaviors were observed prior-to or during the second exotic plant eradication effort. The third exotic plant removal effort took place outside the nesting season.

Notes and representative site photographs were taken, and the coordinates of additional weed/exotic plant locations were recorded using the Esri-based Collector for ArcGIS application on either smart phones or tablets.

Copies of all memos documenting pre-activity surveys, exotic plant removal, CDFW notifications, and photographs taken during removal efforts can be found in Appendix E.

## SECTION 5.0 – WATER LETTUCE CONTROL PROGRAM

During an exotic wildlife removal effort in March 2011, aquatic biologists noticed that the Tujunga Ponds were becoming infested with water lettuce, an invasive plant commonly used in aquariums and ponds. Within one month of the initial observation, the entire East Tujunga Pond was completely covered with the surface-growing plant. Within two months the entire West Tujunga Pond was covered. The infestation was so great that the waterways between the ponds and Haines Canyon Creek became suffocated. Water lettuce is listed under the United States Department of Agriculture's Plant Database as an invasive and noxious weed and is thought to spread via dumping of aquariums (USDA NRCS 2011). The water lettuce at the Tujunga Ponds has the potential to threaten the habitat in Haines Canyon Creek for endangered species, such as the Santa Ana sucker, as well as have a negative impact on the native turtle and bird species that use the ponds as habitat. ECORP contacted LACDPW to create a plan for water lettuce removal from the Mitigation Area waterways.

Intensive water lettuce removal efforts were immediately initiated to control the infestation. Physical removal efforts were conducted between June and December 2011 and between January and September 2012. Detailed descriptions of the physical removal efforts can be found in the 2011 and 2012 Annual Reports for the Big Tujunga Wash Mitigation Area (ECORP 2012, 2013).

Following the initial physical removal of the water lettuce, a monitoring and maintenance program was established in 2012 to keep the water lettuce populations in check and prevent another infestation from occurring in the Tujunga Ponds and Connector Channel. The program consisted of monthly herbicide applications conducted on an as-needed basis paired with follow-up site inspections to monitor the success of the herbicide application. Four herbicide application efforts were conducted in 2012 after the physical removal effort, and two additional applications were applied in 2013 (ECORP 2013, 2014). Renovate®, an herbicide designed for use within aquatic environments and approved by CDFW for use within the Mitigation Area, was applied to patches of hard-to-reach water lettuce within southern cattails (*Typha domingensis*) and other vegetation around the pond perimeters. During regular site visits following the treatments, biologists did not observe any evidence of water lettuce. The absence of water lettuce during the site visit provided evidence that the herbicide applications to the water lettuce were successful. Water lettuce was again observed in the East Tujunga pond on two occasions during the 2016. On both occasions onsite biologists and exotic plant removal crews were able to remove the small patches of water lettuce by hand. The area was monitored during each subsequent site visit in 2016 and no other water lettuce was observed.

A search for water lettuce was conducted by Chambers Group Director of Restoration Construction Steven Reinhoebl on four occasions in 2017. These searches coincided with pre-activity surveys conducted on July 21, 2017, trail maintenance efforts conducted on August 8, 2017, exotic plant removal efforts conducted on November 22, 2017, and during a post-fire assessment visit on December 18, 2017. The Tujunga ponds were searched extensively for water lettuce during these visits and no water lettuce was observed. The Tujunga Ponds will continue to be monitored for any reoccurrence of water lettuce in 2018.

## SECTION 6.0 – CONTINUATION OF EXOTIC WILDLIFE ERADICATION PROGRAM

The overall purpose of the exotic wildlife removal program is to maintain, restore, and create suitable habitat for native aquatic species and to remove and eliminate ecological pressures resulting from the presence of exotic species. The program consists of the removal of non-native fishes, American bullfrogs, turtles, and red swamp crayfish from the Tujunga Ponds (East Pond and West Pond) and Haines Canyon Creek.

In an ongoing effort to protect and enhance the existing habitat at the Mitigation Area for native wildlife species, Chambers Group and ECORP continued the exotic aquatic species removal effort as described in the MMP. The MMP provides direction for the eradication of exotic wildlife from the Tujunga Ponds and Haines Canyon Creek to relieve some of the potentially negative impacts to native species. Due to the fecund nature of exotic species and their ability to inhabit various habitat types while tolerating extreme environmental conditions, exotic species can outcompete natives for available space and food resources. Exotics can also directly affect native species through predation of adults and their young, or indirectly through the transmission of pathogens or parasites.

During the 2015 Native Fishes Survey in Haines Canyon Creek, the number of Santa Ana sucker was observed to have declined from 119 to 17 individuals between May and October 2015. The majority of the decline during this period was largely due to the absence of juveniles being detected. During the previous Native Fishes Survey in Haines Canyon Creek in 2012, 592 Santa Ana sucker (502 adults and 90 juveniles) were detected. Despite ongoing exotic wildlife removal efforts, the exotic aquatic species remain widespread throughout Haines Canyon Creek with source populations located both upstream (Tujunga Ponds) and downstream (Hansen Dam). The 2015 Native Fishes report noted a greater abundance of exotic wildlife species nearest the Tujunga Ponds with fewer individuals detected further away from the Tujunga Ponds. At the time, the distribution of Santa Ana sucker in Haines Canyon Creek was patchy and restricted to the lower half of the Mitigation Area below the Cottonwood Avenue equestrian trail crossing.

Based on declining numbers of native species and increasing number of exotic species, the exotic wildlife removal program was reevaluated and modified in 2016. The modification of the exotic wildlife removal program increased the level of effort with fewer days between each visit. Other than the increase in frequency, the methods and techniques of exotic wildlife removal remained the same as in previous efforts.

In addition, a Santa Ana Sucker Working Group was formed which included representatives from CDFW and USFWS. The goal of this group is to discuss issues pertaining to the Santa Ana sucker in Haines Canyon Creek and brainstorm on solutions to better aid in the species recovery. After some discussion within the group, a decision was made to allow electrofishing as a removal method for capturing exotic aquatic species in Haines Canyon Creek in 2016, a technique which had not been previously allowed for exotic wildlife removal.

In June 2016, a fish screen was installed downstream of the Tujunga Ponds to limit the potential for migration of exotic aquatic species from the Tujunga Ponds into Haines Canyon Creek. The fish screen was funded through a USFWS grant (Cooperative Agreement F15AC 00800).

The data presented in this section of the annual report summarize the results of the exotic wildlife removal efforts conducted in 2017.

## 6.1 METHODS

The 2017 removal of exotic aquatic species from the Mitigation Area was conducted monthly from January to December with the exception of May and June during which time, Chambers Group was in the process of assuming the MMP contract for the BTWMA. Each effort consisted of two to six days for each month.

Exotic wildlife removal efforts were conducted by ECORP from January through April 2017. Removal methods used in the Tujunga Ponds included spearfishing, dip-netting, hand capture, two-person seining, turtle trapping, and electrofishing. Dip-netting, two-person seining, and electrofishing were conducted at the confluence with Haines Canyon Creek and the West Tujunga Pond. Turtle traps were baited with an attractant (i.e., sardines) and remained open overnight. Hand capturing was conducted when necessary while using the other methods. Additionally, during spearfishing activities, any Centrarchid (Sunfish Family) nests were destroyed or removed. Removal methods in Haines Canyon Creek included spearfishing, dip-netting, hand capturing, two-person seining, minnow trapping, and electrofishing. Prior to using any specific gear types, reconnaissance surveys (visual snorkel surveys) were conducted to identify the locations and relative abundance of both target and non-target species.

Exotic wildlife removal efforts were conducted by Chambers Group from July through December 2017 under the direction of Chambers Group biologist Paul Morrissey (Santa Ana sucker specialist; USFWS permit 182550-1). Removal methods used in the Tujunga Ponds included dip-netting, hand capture, two-person seining, rod and reel, and trapping. Dip-netting, two-person seining, and rod and reel fishing were conducted at the confluence with Haines Canyon Creek and the West Tujunga Pond. Small minnow traps were baited with an attractant (i.e., canned cat food punctured with holes) and remained open overnight. Hand capturing was conducted when necessary while using the other methods. Removal efforts in Haines Canyon Creek included dip-netting, hand capturing, two-person seining, and trapping. Prior to using any specific gear types, reconnaissance surveys (visual surveys from banks and snorkel surveys) were conducted to identify the locations and relative abundance of both target and non-target species.

Occupied Santa Ana sucker reaches were not sampled between March 1 and July 31, 2017, in order to avoid disturbances during the breeding season or potential impacts to juvenile individuals. After July 31, when Santa Ana sucker were absent within a reach, or were present with non-native species within a reach, the less invasive seining and dip-netting sampling were used. Minnow traps were baited with an attractant (i.e., cat food) and remained open overnight. Hand capturing was conducted when necessary while performing the other methods. The electrofishing removal method was not used during wildlife removal efforts conducted by Chambers Group between July and December 2017. Native aquatic species encountered were visually counted but not captured.

In an attempt to reduce the potential for theft, removal, or vandalism of the sampling equipment, the trap locations were often strategically deployed into areas that were inaccessible to the public. All wetted portions of the Mitigation Area were surveyed to locate and remove exotic wildlife (Figure 6-1).

## 6.2 RESULTS

A total of 8,215 individuals consisting of 11 exotic aquatic species (seven fishes, one amphibian, two reptiles, and one invertebrate) and four native species (two fishes and two amphibians) were captured and released or visually counted during the 2017 removal efforts (Table 6-1). Of the total, 81.6 percent (number of individuals [n]=6,706) of the individuals captured were exotic and removed from the site. The remaining 18.4 percent (n=1,509) were native and were released unharmed at their point of capture or

visually counted. Haines Canyon Creek accounted for 96.9 percent of the total exotic species captured (n=6,501), while the remaining 3.1 percent of exotic species were captured in other water features: West Pond (n=101), East Pond (n=101), and the Tujunga Wash (n=3). Table 6-2 shows the taxonomic groups of individuals captured by month.

**Table 6-1. Species Captured During the Exotic Aquatic Species Removal Efforts, 2017**

Exotic Species		
Common Name	Scientific Name	Total
red swamp crayfish	<i>Procambarus clarkii</i>	4,857
common carp	<i>Cyprinus carpio</i>	2
yellow bullhead	<i>Ameiurus natalis</i>	1
western mosquitofish	<i>Gambusia affinis</i>	1,392
green sunfish	<i>Lepomis macrochirus</i>	113
bluegill	<i>Lepomis macrochirus</i>	106
largemouth bass	<i>Micropterus salmoides</i>	212
Mozambique tilapia	<i>Oreochromis mossambicus</i>	10
American bullfrog	<i>Lithobates catesbeianus</i>	10
red-eared slider	<i>Trachemys scripta elegans</i>	2
common snapping turtle	<i>Chelydra serpentina</i>	1
<b>Subtotal</b>		<b>6,706</b>
Native Species		
Common Name	Scientific Name	Total
Santa Ana sucker	<i>Catostomus santaanae</i>	1,220
arroyo chub	<i>Gila orcutti</i>	287
western toad	<i>Anaxyrus boreas</i>	1
Baja California treefrog	<i>Pseudacris hypochondriaca hypochondriaca</i>	1
<b>Subtotal</b>		<b>1,509</b>
<b>TOTAL</b>		<b>8,215</b>

**Figure 6-1. Exotic Aquatic Wildlife Survey Locations**

**Table 6-2. Summary of Species Captured by Month, 2017**

Species Captured	Jan.	Feb.	March	April	July	Aug.	Sept.	Oct.	Nov.	Dec.	Total
<b>Exotic Species</b>											
red swamp crayfish	85	769	551	571	369	443	727	661	675	6	4,857
common carp			2								2
yellow bullhead			1								1
western mosquitofish	77	263	33	27	123	187	187	302	193		1,392
green sunfish		74	20	19							113
bluegill	17		45	42	1	1					106
largemouth bass	5	32	21	23	12	34	3	80	1	1	212
Mozambique tilapia					10						10
American bullfrog			4	4			1	1			10
red-eared slider			2								2
common snapping turtle			1								1
<b>Subtotal</b>	<b>184</b>	<b>1,138</b>	<b>680</b>	<b>686</b>	<b>515</b>	<b>665</b>	<b>918</b>	<b>1,044</b>	<b>869</b>	<b>7</b>	<b>6,706</b>
<b>Native Species</b>											
Santa Ana sucker	7	61	2	32	1013	105					1,220
arroyo chub		1	1		260	25					287
western toad						1					1
Baja California treefrog						1					1
<b>Subtotal</b>	<b>7</b>	<b>62</b>	<b>3</b>	<b>32</b>	<b>1273</b>	<b>132</b>					<b>1,509</b>
<b>TOTAL</b>	<b>191</b>	<b>1,200</b>	<b>683</b>	<b>718</b>	<b>1788</b>	<b>797</b>	<b>918</b>	<b>1,044</b>	<b>869</b>	<b>7</b>	<b>8,215</b>

The removal efforts resulted in the capture and removal of 4,857 red swamp crayfish, 2 common carp (*Cyprinus carpio*), 1 yellow bullhead (*Ameiurus natalis*), 1,392 western mosquitofish (*Gambusia affinis*), 113 green sunfish, 212 largemouth bass, 106 bluegill (*Lepomis macrochirus*), 10 American bullfrogs, 10 Mozambique tilapia (*Oreochromis mossambicus*), 2 red-eared slider (*Trachemys scripta elegans*), and 1 common snapping turtle (*Chelydra serpentina*).

Additionally, four native species were captured and released or visually counted during the removal efforts (Santa Ana sucker [n=1,220], arroyo chub (*Gila arcuati*) [n=287], Baja California treefrog (*Pseudacris hypochondriaca hypochondriaca*) [n=1], and western toad (*Anaxyrus boreas*) [n=1]). Santa Ana sucker and other aquatic natives were visually counted and recorded during the July and August exotic removal efforts but no natives were counted during the remainder of the 2017 efforts. Biologists searched Haines Canyon Creek for Santa Ana sucker during the post-fire assessment visit on December 18, 2017; however, no Santa Ana sucker were observed within the Mitigation Area.



## SECTION 7.0 – WATER QUALITY MONITORING PROGRAM

Chambers Group qualified biologists conducted the annual water quality sampling for the site in 2017. The monitoring program has been designed to specifically address inputs to the site from upstream land uses such as the Angeles National Golf Club (previously named Canyon Trails Golf Club). Potential impacts to aquatic species from run-on to the site that contains excessive nutrients or pesticides are of primary concern. A series of sampling parameters were collected in the field from four sampling locations using a YSI 556-01 Multi Probe System. Samples were taken at mid-depth, along a transect perpendicular to the stream channel alignment. All analyses were performed by Enthalpy Analytical, LLC, located in Orange, California, and Test America, located in Savannah, Georgia. Quality assurance/quality control (QA/QC) procedures followed the methods described in the respective Quality Assurance Manuals.

### 7.1 BASELINE WATER QUALITY

Sampling and analysis conducted by LACDPW prior to implementation of the MMP is considered the baseline for water quality conditions at the site. The results of baseline analyses conducted in April 2000 are listed in

**Table 7-1. Baseline Water Quality Sampling Results (2000)**

and provided in the 2017 Water Quality Monitoring Report that is included as Appendix F. Higher bacteria and turbidity observed in the April 18, 2000 baseline samples were attributed to a rain event. Phosphorus levels were also high in the April 18, 2000 samples, perhaps due to release from sediments.

**Table 7-1. Baseline Water Quality Sampling Results (2000)**

Parameter	Units	Date	Haines Canyon Creek, inflow to Tujunga Ponds	Haines Canyon Creek, outflow from Tujunga Ponds	Big Tujunga Wash	Haines Canyon Creek, just before exit from site
pH	std units	4/12/00	7.78	7.68	7.96	7.91
		4/18/00	7.18	7.47	7.45	7.06
Ammonia-N	mg/L	4/12/00	0	0	0	0
		4/18/00	0	0	0	0
Kjeldahl-N	mg/L	4/12/00	0	0.1062	0.163	0
		4/18/00	0	0.848	0.42	0.428
Nitrite-N	mg/L	4/12/00	0.061	0	0	0
		4/18/00	0.055	0	0	0
Nitrate-N	mg/L	4/12/00	8.38	5.19	0	3.73
		4/18/00	8.2	3.91	0.253	0.438
Dissolved phosphorus	mg/L	4/12/00	0.078	0.056	0	0.063
		4/18/00	0.089	0.148	0.111	0.163
Total phosphorus	mg/L	4/12/00	0.086	0.062	0	0.066
		4/18/00	0.113	0.153	0.134	0.211
Turbidity	NTU	4/12/00	1.83	0.38	1.75	0.6
		4/18/00	4.24	323	4070	737

**Table 7-1. Baseline Water Quality Sampling Results (2000)**

Parameter	Units	Date	Haines Canyon Creek, inflow to Tujunga Ponds	Haines Canyon Creek, outflow from Tujunga Ponds	Big Tujunga Wash	Haines Canyon Creek, just before exit from site
Fecal coliform	MPN/100 ml	4/12/00	500	300	40	80
		4/18/00	500	30,000	2,400	50,000
Total coliform	MPN/100 ml	4/12/00	3,000	5,000	170	1,700
		4/18/00	2,200	170,000	2,400	70,000

NA – data not available; station dry on the sample date ND – non-detect  
NTU – nephelometric turbidity units MPN – most probable number

## 7.2 WATER QUALITY SAMPLING RESULTS FOR 2017

Results of laboratory analyses conducted by Enthalpy Analytical are summarized in Table 7-2. Note that the yields (percent recoveries) of quality control samples were within acceptable limits (percentages) for all samples. In addition, some of the water quality constituents that are tested on an annual basis after the implementation of the MMP were not included in the baseline water quality sampling. Tests for herbicides and pesticides were added to determine whether or not these chemicals were being transported downstream to the Mitigation Area.

**Table 7-2. Summary of Water Quality (December 21, 2017)**

Parameter	Units	Haines Canyon Creek, Inflow to Tujunga Ponds	Haines Canyon Creek, Outflow from Tujunga Ponds	Big Tujunga Wash	Haines Canyon Creek, just before exit from site
Dissolved Oxygen	mg/L	4.9	4.7	NA	4.5
pH	std units	5.79	6.19	NA	7.6
Total residual chlorine	mg/L	ND	ND	NA	ND
Ammonia-Nitrogen	mg/L	ND	ND	NA	ND
Kjeldahl Nitrogen	mg/L	0.90	0.93	NA	0.48
Nitrite-Nitrogen	mg/L	ND	ND	NA	ND
Nitrate-Nitrogen	mg/L	8.18	6.18	NA	4.73
Orthophosphate-P	mg/L	ND	ND	NA	ND
Total phosphorus-P	mg/L	0.04	0.12	NA	0.04
Glyphosate	µg/L	ND	ND	NA	ND
Chloropyrifos*	µg/L	ND	ND	NA	ND
Pesticides (EPA 608)**	µg/L	ND	ND	NA	ND
Turbidity	NTU	2.47	2.09	NA	0.38
Fecal Coliform Bacteria	(MPN/100 ml)	300	38	NA	9
Total Coliform Bacteria	(MPN/100 ml)	>1600	>1600	NA	670

**Table 7-2. Summary of Water Quality (December 21, 2017)**

**NA** – data not available; station dry on the sample date      **ND** – non-detect  
**NTU** – nephelometric turbidity units      **MPN** – most probable number

\* The analytical method used for chloropyrifos (EPA 8141A) also tests for the following chemicals: azinphos- methyl, bolster, coumaphos, diazinon, demeton, dichlorvos, disulfoton, ethoprop, fensulfothion, fenthion, mevinphos, naled, phorate, runnel, stirophos, parathion-methyl, tokuthion, and trichloronate.

\*\*EPA method 608 tests for aldrin, BHC, Chlordane, DDD, DDE, DDT, dieldrin, endrin, endosulfan, heptaclor, methoxychlor, and toxaphene.

### 7.2.1 Comparison of Results with Aquatic Life Criteria

Table 7-3 provides the results of the December 2017 water quality sampling when compared to objectives established by the Los Angeles Regional Water Quality Control Board for protection of beneficial uses in Big Tujunga Wash (including wildlife habitat) and the Environmental Protection Agency (EPA) criteria for freshwater aquatic life.

**Table 7-3. Discussion of December 2017 Big Tujunga Wash Sampling Results**

Parameter	Discussion
Dissolved oxygen (DO)	<ul style="list-style-type: none"> <li>Dissolved oxygen levels ranged from 4.5 mg/L in Haines Canyon Creek leaving the site to 4.9 mg/L in the Tujunga Ponds. DO levels at all three sample stations were below the minimum recommended level (5.0 mg/L) for warmwater fish species.</li> </ul>
pH	<ul style="list-style-type: none"> <li>Lowest pH was observed in the Tujunga Ponds (5.79), with highest pH observed in Haines Canyon Creek leaving the site (7.6). On this date, pH readings in the Haines Canyon Creek leaving the site were within the 6.5 to 8.5 range identified in the Basin Plan; pH readings in Haines Canyon Creek outflow from the Tujunga Ponds and the Tujunga Ponds were below the 6.5 to 8.5 range identified in the Basin Plan.</li> </ul>
Total residual chlorine	<ul style="list-style-type: none"> <li>No residual chlorine was detected at any station.</li> </ul>
Nitrogen	<ul style="list-style-type: none"> <li>Nitrate-nitrogen measurements at all stations were below the drinking water standard of 10 mg/L.</li> <li>Ammonia was below the detection limit at all stations.</li> </ul>
Phosphorus	<ul style="list-style-type: none"> <li>The observed concentration in the outflow from the ponds, 0.12 mg/L, is above the upper end of EPA's recommended range for streams to prevent excess algae growth (recommended range is &lt;0.05 – 0.1 mg/L). The observed concentration at the ponds (0.04) and in Haines Canyon Creek leaving the site (0.04) is below the lower end of the EPA's recommended range.</li> </ul>
Glyphosate	<ul style="list-style-type: none"> <li>Glyphosate was not detected at any station.</li> </ul>
Chloropyrifos and Organophosphorous Pesticides	<ul style="list-style-type: none"> <li>Chloropyrifos and the other pesticides tested using EPA's analytical method 8141A were not detected at any station.</li> </ul>
Organochlorine Pesticides	<ul style="list-style-type: none"> <li>Pesticides analyzed by EPA Method 608 were not detected at any station.</li> </ul>
Turbidity	<ul style="list-style-type: none"> <li>Turbidity levels were very low (&lt;2.5 NTU) at all stations.</li> </ul>

**Table 7-3. Discussion of December 2017 Big Tujunga Wash Sampling Results**

Parameter	Discussion
Bacteria	<ul style="list-style-type: none"> <li>▪ The fresh water bacteria standard for water contact recreation is for <i>E. coli</i> (126 MPN/100 ml geometric mean, 235 MPN/100 ml single sample limits). Observed fecal coliform levels were below the standard in the outflow from the ponds and Haines Canyon Creek leaving the site. On this date, fecal coliform levels in the ponds were 300 MPN/100 ml. Sampling specifically for <i>E. coli</i> was not conducted.</li> <li>▪ Total coliform levels ranged from 670 MPN/100 ml in the Haines Canyon Creek leaving the site to &gt;1,600 MPN/100 ml in the ponds and at the outflow from the ponds. [Note that recreation standards are for <i>E. coli</i>. Total coliform standards apply to marine waters and waterbodies where shellfish can be harvested for human consumption.]</li> </ul>
mg/L – milligrams per liter	NTU – nephelometric turbidity units      MPN – most probable number

## SECTION 8.0 – TRAILS MONITORING PROGRAM

### 8.1 TRAILS SYSTEM MAINTENANCE

The goal of maintaining a formal trails system at the Mitigation Area is to allow recreational use of the Mitigation Area while still preserving sensitive wildlife and their habitats. The Mitigation Area contains both equestrian and hiking trails (Figure 8-1). The preservation of authorized trails is an essential component in the success of original restoration and enhancement of the site. This program has been continued in order to discourage the establishment of any new trails in the Mitigation Area. By ensuring that the authorized trails are kept clear and can be readily used by equestrians and hikers, the amount of unauthorized creation of new trails and illegal use of the Mitigation Area (e.g., camping, making fires) will be reduced. Maintenance and monitoring of the trail system is a necessary component of the overall restoration and enhancement program.

Three regular trails maintenance visits were conducted in 2017. These visits occurred on March 27 and April 13, 2017 (first visit), August 8 and 9, 2017 (second visit), and November 27, 2017 (third visit). ECORP biologist Lauren Dorough conducted the first pre-activity site visit on March 24, 2017. Subsequent trail maintenance was conducted by ECORP's landscape contractor, Natures Image, and supervised by ECORP biologists that were present on site at the time of maintenance. The second and third trails maintenance pre-activity site visits were conducted by Chambers Group biologists Paul Morrissey, Erik Olmos, and Jackelyn Mayfield, and Director of Restoration Construction Steven Reinoehl on July 21, 2017, and by Steven Reinoehl and biologist Jeremy Smith prior to the start of maintenance activities on November 27, 2017. Subsequent trail maintenance was conducted by Chambers Group's restoration department and was supervised by Chambers Group biologists and restoration specialist who were on site at the time of maintenance.

The focus of these site visits was to look for areas that might qualify for trail closure, identify areas where trails were blocked by trash or debris, and mark locations of extensive stands of poison oak. Assessment of trail signs, portable toilets, site fencing, and gated entrances was included in each survey. Areas that required minor repairs were remedied during the four site visits or in combination with other site visits. More extensive problem areas were mapped for repair at a later time.

During the site visits, the biologists assessed trail conditions and identified locations that were in need of maintenance. Examples of maintenance issues identified during these site visits included:

- Fallen trees and branches obstructing trails
- Overhanging tree branches at hiker and equestrian-height
- Dense vegetation crowding trails
- Erosion
- Large dead trees with the potential to fall on the trail
- Safety concerns
- Rock dams and walls constructed in Haines Canyon Creek
- Poison oak overgrowth
- Unauthorized trail establishment by recreational users

The biologists reported any homeless encampments they encountered during the site visits to LACDPW.

Maintenance activities to address the trail issues were monitored by ECORP biologists during the first visit and by Chambers Group biologists during the second visit. Prior to any work, all members of the trail maintenance crew received an onsite orientation and instruction on the Mitigation Area's regulations and concerns relating to the area's sensitive species and habitat by a qualified ECORP or Chambers Group biologist. These efforts were summarized following each of the maintenance visits. These memos are included as Appendix G.

**Figure 8-1. Trails in the Mitigation Area**

## **8.2 TRAIL CLEANUP DAY**

In 2012, the official name of the annual volunteer event held at the Mitigation Area changed to Trail Cleanup Day (previously named Trail Maintenance Day). The Eleventh Annual Trail Cleanup Day was held on Saturday, November 4, 2017. Chambers Group worked together with LACDPW to modify the flyers that provided the information for the Eleventh Annual Trail Cleanup Day. The flyer was posted on LACDPW's website and was also distributed to other interested parties. The flyer was mailed to the individuals and organizations on the mailing list that is used for the CAC meetings and newsletters. A copy of the flyer distributed to the public is included as Figure 8-2.

The Trail Cleanup Day event was attended by approximately 24 volunteers and three project managers from LACDPW. Three biologists and one restoration specialist from Chambers Group attended the event to ensure that sensitive resources were not affected by the activities. Various portions of the site were targeted for trash removal during the event, including Haines Canyon Creek and all trails throughout the Mitigation Area. A large amount of trash was removed throughout the Mitigation Area including: approximately 13 shopping carts, 2 mattresses, suitcases/duffle bags, a large shipping pallet, a wheel/tire, a cooler, several large pieces of scrap metal, plastic corrugated pipes, and approximately 40 large bags of smaller trash items. Photographs taken during the event are included as Figure 8-3.



Figure 8-2: Trail Clean-up Day Flyer for 2017



County of Los Angeles Department of Public Works  
and  
Los Angeles County Flood Control District



# Big Tujunga Wash Mitigation Area

Join us for the 11th Annual  
*Trail Cleanup Day*  
**November 4, 2017 at 8am**

Water, snacks, and trash bags will be provided

**Please Bring:**

- Comfortable clothes
- Closed-toe shoes
- Gloves
- Hat
- Sun block
- Bug repellent



Meet us at the Cottonwood entrance (Wentworth St. and Cottonwood Ave.)

If there is rain or poor weather on the 4th, the event will be rescheduled to the 5th.  
For more information contact David Belicki at (626) 458-6327 or [btwma@dpw.lacounty.gov](mailto:btwma@dpw.lacounty.gov)

**Figure 8-3. Trail Clean-up Day 2017 Photographs**



**Photo 1:** Community members and a Chambers Group biologist work together to unearth a shopping cart from willow riparian habitat along Haines Canyon Creek on November 4, 2017.



**Photo 2:** Group photo of LACDPW project managers and Chambers Group volunteers with some of the collected debris items from the cleanup effort on November 4, 2017.

## **SECTION 9.0 – COMMUNITY AWARENESS PROGRAM**

The CAC was formed in early 2001 as part of MMP requirements for a community awareness program. Between 2001 and 2013, the CAC was meeting on a semiannual basis (twice yearly) to update the community on the progress of ongoing restoration activities, ongoing exotic eradication activities, upcoming scheduled activities at the Mitigation Area, and to discuss any issues that the community would like to see addressed. In 2014, the CAC meetings changed from being held on a semiannual basis to being held annually in the spring. In July 2007 ECORP assumed the responsibilities of preparing the spring and fall newsletters, assisting with preparation of meeting agendas and handouts, and recording meeting minutes. In June of 2017 Chambers Group assumed these responsibilities once again. All deliverables were submitted to LACDPW electronically for posting on the LACDPW web page (<http://dpw.lacounty.gov/wrd/Projects/BTWMA>).

Community residents and representatives from local community organizations serve as the major components of the CAC, but the committee also includes law enforcement, agency, and elected official representatives from various local, state, and federal organizations. A list of the key stakeholders included as part of the most recent mailing is included in Appendix H.

### **9.1 NEWSLETTERS (SPRING, FALL)**

Two newsletters were drafted during 2017. The spring edition was drafted by ECORP in April, and the fall edition was drafted by Chambers Group in October. Electronic versions of these newsletters were submitted to LACDPW for distribution and incorporation on their web page. Hard copies of the newsletters were also mailed to stakeholders and organizations. The newsletters are included in Appendix I.

### **9.2 CAC MEETING**

The CAC meeting was held on Thursday April 27, 2017. The meeting was held from 6:30 to 8:30 p.m. at LACDPW's Hansen Yard, 10179 Glenoaks Boulevard, Sun Valley, California, 91352. The meeting reminder/invitation, meeting agenda, and minutes from the previous meeting were mailed to the most recent CAC mailing list approximately two weeks prior to the scheduled meeting. Additionally, the meeting agenda and the minutes from the previous CAC meeting were posted to the Mitigation Area website. One week prior to the CAC meeting, a final meeting reminder was sent via electronic mail (email) that included a link to the materials posted on the Mitigation Area website.

ECORP representatives Kristen (Mobraaten) Wasz and Jerry Aguirre attended the meeting and provided a sign-in sheet for all attendees. ECORP recorded notes during the meeting in order to prepare the official meeting minutes summarizing the general proceedings. ECORP distributed a map that documented the location and nature of all incidents that occurred within the Mitigation Area between April 2016 and April 2017 (Figure 9-1). The map included locations of rock dams, popular picnicking spots, sites where people are often seen fishing or swimming, and public safety concerns such as homeless encampments and loose, aggressive dog encounters. ECORP submitted draft meeting minutes to LACDPW for review and commenting prior to posting on the LACDPW web page. The proceedings at the 2017 CAC meeting were summarized in the meeting minutes, which were submitted to LACDPW in draft form on April 28, 2017, and are included as Appendix J.

**Figure 9-1. Big Tujunga Wash Mitigation Area Incident Map, April 2016 to April 2017**

Below is a list of major issues discussed during the 2017 CAC meeting.

- **Site Safety and Security Issues**
  - **Map of incidents reported within the Mitigation Area**
  - **Homeless encampments**
  - **Fires in the Mitigation Area**
  - **Santa Ana sucker habitat and population on site**
- **Updates on MMP Programs**
  - **Brown-headed cowbird trapping**
  - **Exotic plant removal activities**
  - **Exotic wildlife removal activities**
  - **Water quality monitoring**
  - **Trail restoration and maintenance**
  - **Bilingual community outreach efforts**
- **High Speed Rail Project**

## SECTION 10.0 – PUBLIC OUTREACH PROGRAM

In an ongoing effort to enhance and protect existing wildlife and habitats at the Mitigation Area, another task was developed and implemented during the 2009 contract year and continued in 2017. This task was the direct result of increasing evidence of problematic areas associated with recreational use throughout the Mitigation Area. ECORP and LACDPW developed new public outreach efforts to educate all types of recreational user groups about the importance of the Mitigation Area as a conservation area as well as to inform users of approved and prohibited types of recreational activities. This task was continued into the 2017 contract year because of its success in the years from 2009 to 2016.

During site visits in the spring and summer of 2009, ECORP biologists observed increasing problems with visitors using the waterways (Haines Canyon Creek and the Tujunga Ponds) in the Mitigation Area for recreational activities such as picnicking, fishing, swimming, and wading. In rare cases, cooking, barbequing, and alcohol consumption were observed. In areas popular for swimming, recreational users were using rocks, large boulders, and branches from nearby dead trees to dam the creek to create larger and deeper pools so they could swim. Not only are these types of recreational activities prohibited on site, but they can result in damage to the waterways and native riparian habitats, which has the potential to reduce the ecological value of the site as a Mitigation Area. After observing and understanding the various problems associated with the recreational user groups in the Mitigation Area, ECORP and LACDPW created and implemented a bilingual recreational user education program to expand public outreach for the Mitigation Area. The program consisted of site visits conducted by a bilingual biologist on peak use weekends in the spring and summer to educate the various user groups about the approved and prohibited activities within the Mitigation Area. A bilingual educational brochure was developed and distributed to the various user groups during the weekend site visits (Appendix B).

Onsite interviews and education about the Mitigation Area were conducted on three separate occasions in 2017 by Chambers Group bilingual biologists, Erik Olmos, Mauricio Gomez, and Corey Jacobs. These efforts occurred in August and September 2017. All outreach efforts took place on weekends during peak site use hours between 9 a.m. and 1 p.m. During these outreach efforts, the biologists handed out bilingual brochures describing the ecological purpose of the Mitigation Area, the sensitive species found on site, and permitted recreational uses within the Mitigation Area. The brochure also outlines LACDPW's conservation goals, regulations regarding use of the site, and how the behavior and conduct of recreational visitors can further contribute to these goals.

Chambers Group biologists walked the established trails system and popular swimming/wading locations in the Haines Canyon Creek and Tujunga Ponds areas and spoke with visitors they encountered. Most outreach visits consisted of short question-and-answer sessions and informal interviews. Question topics included rules and regulations and the types of sensitive resources found in the Mitigation Area.

Visitors that were interviewed fell into one of two groups: non-equestrian user groups or equestrian user groups. A total of seven non-equestrian site users were encountered during the three outreach visits. Issues such as fishing and children throwing rocks into Haines Canyon Creek were observed during the visits. Groups and individuals encountered during the outreach visits were generally receptive after receiving information about the Mitigation Area. On August 26, three non-equestrian users were encountered fishing at the Tujunga Ponds. The biologist approached the individuals, gave them educational brochures and explained that fishing within the Mitigation Area is prohibited. One individual explained that he fishes at the Tujunga Ponds since designated fishing areas like Hansen Dam are not well stocked. The individual was receptive to the biologist and ceased fishing. Another individual was unaware

of the sensitive resources within the Mitigation Area and after apologizing, prepared to leave the area. On September 24, children between the ages of 5 and 12 years old were observed skipping and throwing rocks into Haines Canyon Creek near the Tujunga Ponds. The biologist approached the adults in the group, provided them with an educational brochure, and discussed how altering the streambed in any way can adversely affect sensitive resources. The adults accepted the information and told the children it was time to move on.

A total of 30 equestrian site users were approached and interviewed along the established trails of the Mitigation Area along Haines Canyon Creek and near the Tujunga Ponds. Outreach interactions with equestrian users were usually brief, as most of the equestrian site visitors were frequent users of the Mitigation Area and were receptive to the outreach efforts. Equestrian users were not observed off-trail or breaking other rules during the 2017 outreach efforts; however, one rider was observed during the August 2017 exotic wildlife removal effort that had ridden her horse into the creek looking for a deeper, ponded area to cool off her horse. Riders were reminded to cross the creek single-file to minimize erosion along the banks and to stay on established trails. Riders who were willing to act as stewards at the site were asked to call LACDPW if they notice any suspicious activity in the Mitigation Area.

Chambers Group and ECORP biologists have documented several effects of visitors on sensitive habitats in the Mitigation Area. The largest negative impacts by non-equestrian user groups are caused by swimming and rock dam construction within Haines Canyon Creek. Rock dams are constructed by individuals to make swimming areas deeper. A few unauthorized swimming areas have become popular spots for non-equestrian users to congregate, picnic, and swim. The most popular location for picnickers and swimmers is the unauthorized swimming area situated approximately 1,000 feet west of the south Wheatland entrance. This area had a large rock dam that required multiple people to remove as well as a rope swing.

Although swimming and the building of rock dams were not observed during 2017 public outreach efforts, several large rock dams were encountered in the creek and removed during 2017 exotic wildlife removal efforts. Rock dams are usually constructed with boulders and tree branches and were often found reinforced with tarps and other materials that reduce the natural flow of the creek and create a buildup of water. The changes to the natural flow of the creek can be detrimental to the sensitive species of fish within the creek. The rock dams reduce the flow of the creek and create large pools of water that are favorable habitat for the exotic, invasive aquatic species such as the red swamp crayfish and American bullfrog, that prey on native species such as the federally listed (threatened) Santa Ana sucker. These pools reduce suitable breeding habitat for sensitive fish species as well. In an effort to reduce these effects, non-equestrian user groups were approached and educated during the outreach site visits. All rock dams encountered during site visits were documented, and the larger rock dams were reported to LACDPW for removal.

Equestrian site visitors have affected sensitive habitat by traveling off the established trail system. The creation of new trails and traveling off established trails can be avoided with continued trail maintenance and equestrian site visitor education.

A memo documenting the results of all outreach efforts in 2017 is included in Appendix K.

**SECTION 11.0 – SPECIAL ASSESSMENTS**

No special assessment-related tasks were performed in 2017.



## **SECTION 12.0 – ATTENDANCE AT MEETINGS WITH AGENCIES, PUBLIC, AND CONSULTANTS**

Chambers Group and ECORP were available on an on-call basis to attend meetings with agencies, the general public, and other consultants as a representative of LACDPW. One post-fire site visit was held at the Mitigation Area on December 18, 2017, with CDFW representative Jennifer Pareti, LACDPW representatives, and Paul Morrissey from Chambers Group to assess post-fire site conditions. As part of the site assessment CDFW representative Jennifer Pareti conducted water quality testing of Haines Canyon Creek and the Tujunga Ponds.

Additional conference calls and meetings were held on an as-needed basis throughout the year between LACDPW and Chambers Group or ECORP.

### SECTION 13.0 – REFERENCES

#### California Department of Fish and Wildlife (CDFW)

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- 2017 2016 Annual Report for the Big Tujunga Wash Mitigation Area, Los Angeles County. Unpublished report submitted to Los Angeles County Department of Public Works. April 2017.

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United States Department of Agriculture, Natural Resources Conservation Service (USDA NRCS)

- 2011 The PLANTS Database. National Plant Data Team, Greensboro, NC 27401-4901 USA. Accessed at <http://plants.usda.gov>.

## Appendix D: Pricing Page

**PROPOSAL COSTS** - The fee information is relevant to a determination of whether the fee is fair and reasonable in light of the services to be provided. This section shall include the proposed costs to provide the services as described in your proposal. Provision of this information assist the Agency in determining the Offeror's understanding of the project and provides staff with tools to negotiate the cost.

Proposed costs must be inclusive of all costs and expenses associated with providing the services, including, but not limited to, all consultant fees, preparation of deliverables, printing, and any other incidental costs. Please note that the OCFA Board of Directors does not allow for travel time to be billed at the hourly rates. Provide estimated travel expenses (if needed) on a per trip basis. OCFA will determine if in-person meetings are required and the number to be included based upon the requested service level review.

**Please provide your proposal costs sheet and rates with Appendix - D Pricing Page in a separate sealed envelope or upload as the separate "Cost File" in the online bidding system.**

Include a detailed estimated fee proposal that is itemized by task components. The fee proposal should include all anticipated reimbursable expenses as a separate line item, the rates of the people who would perform the work (please identify tasks to be performed by sub-consultants as applicable), and a standard hourly rate schedule.

Provide a description of the key assumptions used to calculate the project fee. If appropriate, identify cost saving strategies as well. A summary rate should also be stated as a "Cost per Treated Acre".

### Costs for Project Services as Described

Description of Services	Unit Cost Per Acre	Total Cost (163,992 acres)
Archaeological survey and/or review	\$473.50	\$947,000
Biological survey and/or review (includes Monitoring)	2,000 acres at \$487.30/acre	\$974,600
Other (Project Meetings)	\$10.875	\$21,750
Other (Phone and Email Coordination/ Communication)	\$21.75	\$43,500
<b>Total Cost for Project Services as Described</b>		<b>\$1,986,850</b>

### Additional Services As-Requested

See attached Chambers Group Standard Rates Sheet

Description of Services	Unit Cost Per Acre
Archaeological survey and/or review	
Biological survey and/or review	
Other	
Other	
<b>Total Cost for Project Services as Described</b>	

**Provide details of what is included in the total cost listed above. Travel and incidentals should be included in the total cost.**

Upon receiving OCFA notification and identification of specific areas where tree removal/disposal activities are to occur, the Chambers Group Project Manager will contact the OCFA point of contact for this work and discuss prioritization of the different treatment areas and coordinate with the work crew leader regarding scheduling work at the various sites. Ideally, Chambers Group will be given a minimum of 3 days advance notice prior to commencement of work so as to properly execute pre-survey preparation, including review of biological resources database records of the area(s), to coordinate with various landowners and the work crew leader(s), and to conduct the pre-work surveys for nesting birds and sensitive biological species/habitats. If the biologists and work crews must mobilize on the same day (due to last minute notification) and nesting birds or other sensitive biological resources are discovered on site, work at that location will have to be temporarily postponed until the issues are resolved. Advanced notification allows the biologists to determine the presence of any issues and to notify the work crews before they are mobilized on site, allowing them to move to other sites where issues may not exist. This avoids loss of time and expense when work crews must be turned away.

A permitted biologist will be used for pre-work surveys and monitoring in situations where needed. The findings of the pre-work surveys will be communicated to OCFA and the applicable work crew leader(s) within hours of completing the surveys and prior to the commencement of work, particularly if active bird nests and/or sensitive biological resources are present on site. This quick communication is vital especially in situations where work at a given site needs to be postponed temporarily until protected nesting activities are completed. In such cases, it may be necessary to bypass such a site and return to it later when the issue is resolved.

Having a biologist monitor the tree removal/disposal work may not always be necessary, particularly where nesting birds and other sensitive biological resources are absent and when the work is being conducted outside the principal nesting bird season (March-June). Biological monitors will be responsible for making sure the tree removal work does not excessively impact native biological resources beyond what is needed to complete the work and does not adversely impact active bird nests or other sensitive biological resources in the immediate area. Upon completion of the work at each site, or cluster of sites, Chambers Group will prepare and submit to OCFA a memorandum or letter report documenting the findings of the pre-work surveys and results of any monitoring work. There are 3 different situational scenarios based on specific work site conditions that are used for the biological surveys and monitoring tasks: Surveys with Monitoring (non-permitted biologist), Surveys with Monitoring (permitted biologist), and Surveys with no Monitoring (non-permitted biologist).

**How costs were calculated for work described above:**

- **Pre-survey preparation/GIS mapping/reports:**
  - Permitted Biologist (\$145/hr.) 600 hrs. total = \$87,000
  - Non-permitted Biologist (\$100/hr.) 1,400 hrs. total = \$140,000
  - Staff GIS Analyst (\$118) 600 hrs. = \$70,800
- **Nesting Bird/Sensitive Species Surveys:**
  - 4 permitted biologists/day at \$1,160/day for 30 days = \$139,200
  - 4 non-permitted biologists/day at \$800/day for 70 days = \$224,000
- **Biological Monitoring:**
  - 4 permitted biologists/day at \$1,160/day for 30 days = \$139,200
  - 4 non-permitted biologists/day at \$800/day for 40 days = \$128,000
  - No monitoring on 30 days
- **Project Management:**
  - Estimated 290 total hours at \$160/hr.



Chambers Group anticipates that most of the coordination and communication with OCFA and others will occur via phone (including conference calls) and email. However, we also recognize that some situations will require in-person meetings to occur either on site or at various offices (e.g., OCFA headquarters, landowners' offices, Chambers Group office). Although it is difficult to know with any certainty how much time will be needed, Chambers Group has nevertheless allocated up to a maximum of 150 hours for project meetings, and up to a maximum of 300 hours for coordination, consultation, and direct communication (via phone or online) over the life of this contract.

**How allocated hours were converted to per-acre costs for meetings and coordination/communications described above:**

- Project Meetings (in-person):
  - 5 hrs./month for 30 months = **150 hrs.**
  - 150 hrs. x \$145/hr. ÷ 2,000 acres = **\$10.875/acre**
- Coordination/Communications (via phone, email):
  - 10 hrs./month for 30 months = **300 hrs.**
  - 300 hrs. x \$145/hr. ÷ 2,000 acres = **\$21.75/acre**

**Provide what factors will be considered for pricing in subsequent contract years. (i.e. Consumer Price Index).**

- 3% increase billing rate costs per year

**Additional Information - Assumptions**

- OCFA has identified that the total number of trees expected to be removed over the course of the 3-year contract period (actually, more like 2.5 years; Fall 2019-March 15, 2022) is approximately **4,000** (RFP RO2378 – Addendum 1).
- Estimating approx. **2 to 3 infested trees/acre** on average targeted for removal/disposal
- Therefore, estimate a maximum total of **2,000 acres** (within the 163,992-acre project area) – extent of tree removal work during contract period
- Overall cost estimate is based on tree removal work areas covering a total of 2,000 acres
- Typical tree takes approximately four man-hours to fell and remove. A tree work crew would remove 10 trees per 8-hour day
- Assumes up to 400 work sites with up to 10 trees to be removed = total of 4,000 trees
- Assumes work crews will remove 10 trees per 8-hour work day, and 4 work crews working 100 work days
- Assumes majority (70-80%) of work areas requiring tree removal associated with urban interface areas and recreational facilities (e.g., parks)
- Assumes 20-30% of work areas located in remote open space areas where dirt access roads are adjacent or nearby (within 200 feet of the work area).
- Assumes 0% of the work areas located in areas so remote that vehicle access is not readily available to site (i.e., work crews and biologists/archaeologists must access on foot or via helicopter).
- Assumes a permitted biologist will be needed up to 30 percent of the time, and a non-permitted biologist will be utilized the remaining 70 percent of the time.
- OCFA has indicated that at any given time, there can be up to a maximum of **five work crews** removing and disposing of trees at different locations (RFP RO2378 – Addendum 1).

## Biological and Archaeological Survey

Services RFP Number: R02378

Orange County Fire Authority



- Assume no more than **150 total hours** of time allocated to project meetings (on site, offices) and coordination/communication (via phone, email, videoconferencing)
- Assume no more than **300 total hours** of time allocated to coordination/communication (via phone, email, videoconferencing)
- OCFA acknowledged at the pre-proposal meeting that the tree removal work will occur year-round, so nesting bird and sensitive species clearance surveys will also be needed and expected year-round.
- Based on current regional information collected regarding the distribution of invasive shot hole borers and goldspotted oak borers, it is assumed that most infestations targeted for tree removal will be associated with drainage courses in various watersheds.
- If applicable, conditions and requirements in the final CEQA document(s) and the MMRP for this project may necessitate modifications to the work approach and estimated fees. Chambers Group will confer with OCFA if necessary.

### Additional Information - Potential Cost Savings

- If the majority of tree removal work can occur outside of the principal nesting bird season, which is typically March through June, it will be less likely that active bird nesting will be present in the work areas, resulting in potential work delays that would likely result in significant OCFA costs.
- Also, conducting tree removal work outside of the principal nesting bird season when nesting is not occurring likely would not require the need for a biological monitor, provided sensitive plants and animals are also absent.
- Giving Chambers Group a minimum of 3 days advanced notice regarding work areas as opposed to notification the day before work is to occur could result in cost savings to OCFA. For instance, if the biologists and work crews must mobilize on the same day (due to last minute notification) and nesting birds or other sensitive biological resources are discovered on site, work at that location will have to be temporarily postponed until the issues are resolved. Advanced notification allows the biologists to determine the presence of any issues and to notify the work crews before they are mobilized on site, allowing them to move to other sites where issues may not exist. This avoids loss of time and expense when work crews must be turned away.
- The per-acre cost could be reduced if OCFA were to cluster the one-acre work parcels into multiple, contiguous acres at one time rather than individually dispersed over a large area.
- Use of drones for determining nesting bird activity will accelerate the work while providing an increased accuracy and efficiency.

**Term of Offer:** It is understood and agreed that this offer may not be withdrawn for a period of **one hundred eighty days (180)** from the Proposal Submittal Deadline, and at no time in case of successful Offeror.

I. Any additional information you would like OCFA to consider.



**Chambers Group, Inc.**

**Commercial Terms**

Effective January 2019

**BILLING RATES**

Charges for all professional, technical, and administrative personnel directly charging time to the project will be calculated and billed on the basis of the following staff category hourly "Billing Rates." Billing Rates include fringe benefits, burden, and fee.

<u>Staff Title</u>	<u>Rate</u>	<u>Staff Title</u>	<u>Rate</u>
Senior Director	220.00	Managing Environ. Planner	180.00
Director/Program Manager	195.00	Senior Environ. Planner	150.00
Sr. Project Manager	160.00	Project Environ. Planner	130.00
Project Manager	135.00	Staff Environ. Planner	110.00
		Environ. Planner	100.00
		Assistant Environ. Planner	90.00
Managing Cultural Resources Specialist	160.00	Managing Biologist / Botanist	180.00
Senior Cultural Resources Specialist	130.00	Senior Biologist / Botanist	145.00
Project Cultural Resources Specialist	115.00	Project Biologist / Botanist	125.00
Staff Cultural Resources Specialist	100.00	Staff Biologist / Botanist	110.00
Cultural Resources Specialist	90.00	Biologist / Botanist	100.00
Assistant Cultural Resources Specialist	70.00	Assistant Biologist / Botanist	90.00
Senior GIS Analyst	143.00		
Staff GIS Analyst	118.00		
GIS Technician	103.00		
Project Controls Specialist	90.00		
Project Assistant/Tech. Editor	80.00		
Word Processor	70.00		
Clerical/Technician	60.00		

**EQUIPMENT/OTHER DIRECT COSTS**

<u>OTHER DIRECT COSTS</u>	<u>UNIT</u>	<u>UNIT COST</u>
Copies - Internal	per page	\$0.15
Color Copies 8"x11"	per page	\$1.00
Color Copies 8"x17"	per page	\$2.00
GIS Materials	actual	
Field Vehicle Use: Off Road 4WD	per day	\$65.00
Mileage	per mile	Fed Rate
GPS - Real time, Trimble	per day	\$60.00
CD-ROM's	per CD	\$2.00
Mail/Delivery	actual	
Outside Printing	actual	
All Other Outside Services	actual	
Bio Survey/Monitoring Equipment Bio	per day	\$6.00
Survey/JD/Restoration Equipment	per day	\$8.00
Bio Fish Survey Equipment	per day	\$15.00
Focused Plant Survey Equipment	per day	\$10.00
Cultural Survey Equipment	per day	\$6.00
Cultural Site Recording	per day	\$8.00
Cultural Testing/Excavation	per day	\$14.00
Cultural Monitoring Equipment	per day	\$10.00
iGage	per day	\$15.00
Sonabat	per day	\$46.00
Electrofischer	per day	\$200.00

• All outside services carry a 10% markup.





## REQUEST FOR BEST AND FINAL OFFER

RFP RO2378 – Biological and Archaeological Survey Services

**DATE BEST AND FINAL OFFER REQUESTED: SEPTEMBER 30, 2019**

**DUE DATE FOR BEST AND FINAL OFFER: OCTOBER 4, 2019 AT 5:00 P.M.**

Chambers Group, Inc. submitted a proposal in response to the above referenced Request for Proposal (RFP) issued by the Orange County Fire Authority (OCFA).

As part of the evaluation/negotiation process, the OCFA is exercising the right to request a best and final offer from the top-ranking firm for further evaluation and consideration. The purpose of the Best and Final Offer is to allow both OCFA and the respondent to make any modifications to the terms of the contract before making the final decision in the award.

OCFA would like additional consideration on the following items:

- *During your team's interview, it was described that OCFA would need Notices of Exemptions (NOEs) for this project. Please provide some additional information regarding these services and provide a pricing proposal for consideration. Please base your proposal on the cost to conduct ten (10) NOEs.*

OCFA intends to use the standard Professional Services Agreement (PSA) that was provided in the RFP once the contract is awarded. No exceptions were identified in your submitted proposal

Please complete the attached best and final pricing page and provide a response to the questions. Best and Final Offers must be received by the Orange County Fire Authority - Purchasing Section no later than the deadline specified above. Please submit your response to this request via e-mail to: [rothchildong@ocfa.org](mailto:rothchildong@ocfa.org).

Thank you for your interest in doing business with Orange County Fire Authority.

Sincerely,

A handwritten signature in black ink, appearing to read "Rothchild Ong", is written over a horizontal line.

Rothchild Ong  
Assistant Purchasing Agent

## BEST AND FINAL PRICING PAGE

Please complete the requested information below and submit via e-mail to: [rothchildong@ocfa.org](mailto:rothchildong@ocfa.org).

DESCRIPTION OF SERVICES	Original Offer (163,992 acres)	BAFO
Archaeological survey and/or review	\$947,000	\$757,600
Biological survey and/or review (includes Monitoring)	\$974,600	\$974,600
Other (Project Meetings)	\$21,750	\$21,750
Other (Phone and Email Coordination/ Communication)	\$43,500	\$43,500
Notices of Exemption Cost \$ 5,500 EA; Est Qty: 10	N/A	\$55,000
<b>Total Cost for Project Services as Described:</b>	<b>\$1,986,850</b>	<b>\$1,852,450</b>

- Please provide an updated rate schedule for the "Billing Rates" document provided in your original proposal to be part of the Best and Final offer as proposed.

Our Billing Rates have not changed since the submittal of our original proposal.

For your convenience, it has been provided again in Attachment A.

- Please provide clarification regarding services included with providing notices of exemption as proposed.

In order to provide sufficient details, our clarification is provided in Attachment B.

- Please provide clarification based on adjustments that would be made based on actual work completed against the assumptions as provided in your cost proposal. Include information regarding acreage, number of trees identified for removal, and the types of services provided.

In order to provide sufficient details, our clarification and additional details are provided in Attachment B.

- Your cost proposal states "The per-acre cost could be reduced if OCFA were to cluster the one-acre work parcels into multiple, contiguous acres at one time rather than individually dispersed over a large area." Please provide clarification and additional detail.

In order to provide sufficient details, our clarification and additional details are provided in Attachment B.

**BEST AND FINAL OFFER**

**TO THE ORANGE COUNTY FIRE AUTHORITY:**

The Undersigned hereby amends the original proposal as indicated in this Best and Final Offer and shall provide online payment processing services with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein. The representations herein are made under penalty of perjury.

**Chambers Group, Inc.**

Name of Company

**5 Hutton Centre Drive, Suite 750, Santa Ana, CA 92707**

Address

Signature of Person Authorized to Sign

Paul Morrissey

Printed Name

October 4, 2019

Date

Director of Biology

Title

## Attachment A: Billing Rates

**Chambers Group, Inc.**

**Commercial Terms**

Effective January 2019

### BILLING RATES

Charges for all professional, technical, and administrative personnel directly charging time to the project will be calculated and billed on the basis of the following staff category hourly "Billing Rates." Billing Rates include fringe benefits, burden, and fee.

<u>Staff Title</u>	<u>Rate</u>
Senior Director	220.00
Director/Program Manager	195.00
Sr. Project Manager	160.00
Project Manager	135.00
Managing Cultural Resources Specialist	160.00
Senior Cultural Resources Specialist	130.00
Project Cultural Resources Specialist	115.00
Staff Cultural Resources Specialist	100.00
Cultural Resources Specialist	90.00
Assistant Cultural Resources Specialist	70.00
Senior GIS Analyst	143.00
Staff GIS Analyst	118.00
GIS Technician	103.00
Project Controls Specialist	90.00
Project Assistant/Tech. Editor	80.00
Word Processor	70.00
Clerical/Technician	60.00

<u>Staff Title</u>	<u>Rate</u>
Managing Environ. Planner	180.00
Senior Environ. Planner	150.00
Project Environ. Planner	130.00
Staff Environ. Planner	110.00
Environ. Planner	100.00
Assistant Environ. Planner	90.00
Managing Biologist / Botanist	180.00
Senior Biologist / Botanist	145.00
Project Biologist / Botanist	125.00
Staff Biologist / Botanist	110.00
Biologist / Botanist	100.00
Assistant Biologist / Botanist	90.00

### EQUIPMENT/OTHER DIRECT COSTS

<u>OTHER DIRECT COSTS</u>	<u>UNIT</u>	<u>UNIT COST</u>
Copies - Internal	per page	\$0.15
Color Copies 8"X11"	per page	\$1.00
Color Copies 8"X17"	per page	\$2.00
GIS Materials	actual	
Field Vehicle Use: Off Road 4WD	per day	\$65.00
Mileage	per mile	Fed Rate
GPS - Real time, Trimble	per day	\$60.00
CD-ROM's	per CD	\$2.00
Mail/Delivery	actual	
Outside Printing	actual	
All Other Outside Services	actual	
Bio Survey/Monitoring Equipment Bio	per day	\$6.00
Survey/JD/Restoration Equipment	per day	\$8.00
Bio Fish Survey Equipment	per day	\$15.00
Focused Plant Survey Equipment	per day	\$10.00
Cultural Survey Equipment	per day	\$6.00
Cultural Site Recording	per day	\$3.00
Cultural Testing/Excavation	per day	\$14.00
Cultural Monitoring Equipment	per day	\$10.00
IGage	per day	\$15.00
Sonabat	per day	\$46.00
Electrofischer	per day	\$200.00

• All outside services carry a 10% markup.

## Attachment B: Clarification and Additional Details

### 2. Please provide clarification regarding services included with providing notices of exemption as proposed.

**Response:** At the request of Orange County Fire Authority (OCFA), Chambers Group, Inc. (Chambers Group) proposes to prepare and submit to OCFA up to 10 Notices of Exemption (NOEs) for work as part of this project. Of the 10 NOEs, Chambers Group anticipates six will be stand-alone documents (priced at approximately \$3,500 each) and the other four NOEs will require an accompanying Initial Study Checklist (priced at approximately \$8,500 each); therefore, the average cost for each of the 10 NOEs equates to approximately \$5,500.

Categorical Exemptions are the appropriate California Environmental Quality Act (CEQA) documentation for projects which have been determined not to have a significant effect on the environment and which shall, therefore, be exempt from the provisions of CEQA per Article 19, Section 15300 of the CEQA Guidelines. For each of the projects, Chambers Group will determine whether or not the project triggers any of the Exceptions to Categorical Exemptions listed under Section 15300.2, including Cumulative Impacts, Significant Effects, Scenic Highways, Hazardous Waste Sites, and Historical Resources.

For NOEs that we propose to include an Initial Study Checklist, Chambers Group will conduct an Initial Study (IS) to determine if the project may have a significant effect on the environment. All phases of the project would be included in the IS analysis. If Chambers Group determines that there is substantial evidence that any aspect of the project, either individually or cumulatively, may cause a significant effect on the environment, this would trigger the need for a higher level of CEQA documentation, for example a Mitigated Negative Declaration.

Chambers Group anticipates that the OCFA projects will not have a significant effect on the environment, and that the IS Checklist would provide substantial evidence that effects would not be significant for those projects where impacts may be likely. However, if the IS Checklist or other review of project components results in the determination that additional CEQA documentation would be needed, a separate scope and cost would be prepared for that work and submitted to OCFA. The potential for significant impacts will be determined based on analyzing appropriate thresholds of significance as determined by the OCFA and local agencies.

### 3. Please provide clarification based on adjustments that would be made based on actual work completed against the assumptions as provided in your cost proposal. Include information regarding acreage, number of trees identified for removal, and the types of services provided.

**Response:** As discussed in more detail under No. 4 below, if we can consolidate tree removal/disposal work sites into more highly concentrated areas with increased tree density, as opposed to work sites with lower density of target trees that are widely distributed over a large geographic area, the overall cost should be reduced. The types of services provided would remain unchanged.

As an example, if we keep the total overall quantity of trees to be removed/disposed of constant at 4,000 (an assumption provided by OCFA), but we strategically target work areas with a greater (more concentrated) density of trees to be removed per acre then we can essentially remove the same total number of trees (i.e., 4,000) in fewer acres.



**Biological and Archaeological Survey**  
**Services RFP Number: RO2378**

Orange County Fire Authority



For example, if approximately 50 percent of the targeted areas have 4 trees per acre instead of 2 (i.e., 1,500 acres in all, as opposed to 2,000 acres), there would be a significant reduction to the overall cost.

Similar cost reductions would likewise be applicable for Archaeological Services. Moreover, if a greater percentage of the total 1,500 acres (in our example above) are contiguous acres, then even more cost savings could be potentially realized since the literature review would be concentrated in a smaller area and the results of the literature and the recommended survey/monitoring requirements would likely be similar. Once targeted trees are identified, our team will perform surveys and literature reviews not on the entire property but within an appropriate buffer around the tree and work areas, further reducing the survey acreages. However, it should be noted that strategic planning efforts to target areas of higher tree density would increase and may result in a slightly higher cost per acre. Additional cost savings can include how the literature reviews are performed.

Upon further consideration of the anticipated archaeological surveys and monitoring, Chambers Group has reduced the overall costs for Archaeological Services by approximately 20 percent, based on the following additional assumptions and expectations.

Chambers Group will conduct a cultural resources records search of the entire project area prior to construction. This record search will include the locations of known archaeological resources and locations of previous archaeological investigations. This will give us base line data to immediately determine where archaeological services will be needed relative to the tree removal locations. Since this project is intended to reduce fire risk and improve overall public safety for Orange County, it is assumed that most of the trees slated for removal will be close to populated areas such as housing communities and parks. If that is the case, the need for archaeological services could be significantly reduced, pending the record search results, as encountering archaeological resources in highly developed areas is historically low, resulting in immediate cost savings.

With these assumptions for cultural resources and pending the record search results, we assume the cost savings for cultural resources would be approximately 20 percent; therefore, the cost would be reduced from \$947,000 (from the original bid) to approximately \$757,600.

Since vital project-specific data and information (e.g., relative size and location of future work sites and the quantity and density of trees to be removed at the respective sites) needed to make a more refined estimate of the costs of conducting the requisite work (as demonstrated above) are not available at this time, Chambers Group is not proposing modifications to our costs/pricing, with the exceptions of the reduced Archaeological Services pricing and the addition of the requested NOEs pricing. However, it should be noted that since the Invasive Shot Hole Borer is spreading quickly throughout the County, surplus funds from the cost savings as described in this response could be used to cover additional areas, if needed.

**4. Your cost proposal states “The per-acre cost could be reduced if OCFA were to cluster the one-acre work parcels into multiple, contiguous acres at one time rather than individually dispersed over a large area.” Please provide clarification and additional detail.**

**Response:** Although we are not proposing to reduce the Biological Services pricing at this time, as indicated in No. 3 above, Chambers Group nevertheless anticipates that significant cost savings to OCFA (i.e., reduction in our overall pricing) are likely to be realized under the following scenarios and conditions. As new work sites are identified by OCFA, information essential in optimizing the efficiency of the work and refining the costs of the as-needed consulting services will then be available, and Chambers Group can subsequently identify and propose more efficient means of addressing



**Biological and Archaeological Survey**  
**Services RFP Number: RO2378**

Orange County Fire Authority



the required work, which would result in cost savings to OCFA. For instance, the greater the quantity of infested trees per acre (i.e., increased densities of targeted trees), the fewer overall acres to be monitored and/or surveyed. As mentioned in No. 3 previously, if there are on average 4 trees to be removed per acre for approximately 50 percent of the targeted areas, assuming removal of a cumulative total of 4,000 trees over the life of the contract, then the total acres of work area would be substantially reduced from 2,000 acres (when on average 2 trees per acre are removed) to 1,500 acres. This consolidation, or increased concentration, of trees to be removed would result in less overall time expenditure (reducing Chambers Group invoice amounts) and increased efficiency in conducting surveys and monitoring, which would then translate into reduced Chambers Group invoice amounts and cost savings for OCFA. Additional cost savings can include how the literature reviews are performed. Once targeted trees are identified, our team will perform surveys and literature reviews not on the entire property but within an appropriate buffer around the tree and work areas, further reducing the survey acreages.

In contrast, when designated work sites have fewer trees to be removed (i.e., low-density tree sites) and are more widely distributed over the 163,992-acre project area, more cumulative time will be expended conducting surveys and monitoring on the sites. Although situations like this are expected to occur during the course of the project, these situations will be less efficient and more time consuming, resulting in less cost savings to OCFA. Keeping these widely distributed sites with smaller quantities of trees to be removed to a minimum will help reduce our overall project costs and the tree removal contractor's costs to the benefit of OCFA.

For cultural resources, it is assumed that most of the trees slated for removal will be close to populated areas such as housing communities and parks, and the need for archaeological services could be significantly reduced (pending the record search results), as encountering archaeological resources in highly developed areas is historically low, resulting in immediate cost savings.

When specific tree mapping data is available, Chambers Group will coordinate closely with OCFA to prioritize and consolidate tree removal sites into larger, more clustered areas based on higher densities of trees to be removed and the proximity of these sites to OCFA designated areas having an increased fire threat (e.g., urban interface areas near homes, parks, other manmade structures/facilities). Any opportunity to consolidate several, distinct work sites into a larger, more closely assembled area will increase survey and monitoring efficiency and decrease cost to OCFA.









Orange County Fire Authority  
**AGENDA STAFF REPORT**

Executive Committee Meeting  
November 21, 2019

Agenda Item No. 3F  
Consent Calendar

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**2019 Legislative Review**

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**Contact(s) for Further Information**

Robert Cortez, Assistant Chief  
Business Services Department

[robertcortez@ocfa.org](mailto:robertcortez@ocfa.org)

714.573.6012

Jay Barkman, Legislative Analyst

[jaybarkman@ocfa.org](mailto:jaybarkman@ocfa.org)

714.573.6048

**Summary**

This annual item is submitted to provide a summary on 2019 legislative activities and positions on bills.

**Prior Board/Committee Action**

Not Applicable.

**RECOMMENDED ACTION(S)**

Receive and file the report.

**Impact to Cities/County**

Not Applicable.

**Fiscal Impact**

Not Applicable.

**Background**

The attached summary lists legislation with positions adopted consistent with the OCFA Board approved 2019-2020 Legislative Platform. The state legislature has completed its first year of the two year session and is now in recess. Therefore, no bills are currently proposed for new positions. It will return to business on January 6, 2020, and a number of "two-year" bills may become active and are being monitored by staff.

One bill being monitored by staff is SB 45 (Allen), a proposal to place a \$4 billion dollar bond on the ballot in 2020 to support a wide range of wildfire prevention, home hardening, and conservation or resource management efforts. Also, there continues to be ongoing discussion and interest in how the Investor-Owned Utilities have responded to fires, including the planned power outages, and how their 2020 mitigation plans will be revised. The OCFA is actively monitoring and plans to engage at the legislative and regulatory levels to advocate for continued support of our pilot program using fix wing and rotary aircraft to provide enhanced situational awareness and quick suppression of wildfires.

Fortunately, Assemblywoman Cottie Petrie-Norris (D-Laguna Beach) agreed early on in 2019 to assist OCFA, and secured a State Budget award of \$4.5 million for our currently operational Fire Integrated Real-Time Intelligence System (FIRIS). This 150-day pilot program will come to an

end in early 2020. However, staff is already documenting the early successes of this program to develop our advocacy efforts for additional funding next year.

Over the course of 2019 OCFA met with Senator Pat Bates, Senator Tom Umberg, Assemblywoman Cottie Petrie-Norris, and staff for Senator Ling Chang and Assemblyman Tom Daly. We have supported events or provided tours for Assemblyman Steven Choi, Assemblywoman Sharon Quirk Silva, Congresswoman Katie Porter's staff, and Supervisor Doug Chaffee. We will continue to engage with these and other offices over 2020 to advance OCFA's Legislative Platform.

**Attachment(s)**

2019 Legislative Review



Orange County Fire Authority  
***Legislative Review***  
**2019**

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 Legislative Analyst  
 1 Fire Authority Road  
 Irvine, CA 92602  
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The following bills were identified in 2019 with positions adopted consistent with our Board approve Legislative Platform.

**[AB 96 \(Budget\) 911 Surcharge](#)**

**OCFA Position:** Support

**Status:** Signed by Governor

This bill was supported by OCFA based on the Legislative Platform direction to support legislation modernizing the fee structure of the State Emergency Telephone Number Account (SETNA) to apply to cell phones. Funding for SETNA has decreased over the years due to the reduction in landlines and transition to cell phones for a growing number of 911 calls. This bill is intended to stabilize SETNA funding to meet current needs and demands for expanding of 911 services and features.

**[AB 266 \(Choi\) Tax Credit Attic Vents](#)**

**OCFA Position:** Support

**Status:** Assembly Appropriations Committee

This bill provides up to a \$500 tax credit for homeowners to install attic vent closures that prevent embers from wildfires entering the structure. Held in Committee.

**[AB 720 \(Muratsuchi\) Community College Fire Training](#)**

**OCFA Position:** Support

**Status:** Senate Appropriations Committee

Santa Ana College informed the OCFA that this bill will ensure local fire agencies continue to receive funding and reimbursement for training firefighters. As a partner with Santa Ana College OCFA has received over \$900,000 in the last three years.

**[AB 956 \(Diep\) e911 System](#)**

**OCFA Position:** Support

**Status:** Signed by Governor

This bill is authored by local Assemblymember Diep (Westminster) and sponsored by the Orange County Sheriff's Department. They have requested OCFA's support for this bill allowing for annual testing of the enhanced 911 system.

**[AB 1705 \(Bonta\) MediCal and EMS Transportation](#)**

**OCFA Position:** Support

**Status:** Signed by Governor

This bill was supported by the California Fire Chiefs Association in an effort to establish a new funding mechanism for public ground emergency medical transportation providers. OCFA does not currently provide EMS ground transportation. However, under this bill there may be future

benefits for OCFA in providing that service or partnering with private ambulance providers. Specifically, under this bill public providers such as OCFA or other Fire/EMS agencies could leverage federal Medicaid funds to match local agency costs for transporting eligible Medicaid patients.

#### **SB 438 (Hertzberg) EMS Dispatch**

**OCFA Position:** Support

**Status:** Signed by Governor

This bill was supported by OCFA based on the Legislative Platform direction to support measures that increase “city authority to exercise local oversight and administration of the EMS system.” This bill ensured that cities, districts and public agencies such as OCFA retain EMS dispatch authority, and that counties cannot contract out EMS dispatch to private companies.

#### **USHR 2623 (Taylor) Search and Rescue Dogs**

**OCFA Position:** Support

**Status:** House Transportation & Infrastructure Committee

This bill extends protections to search and rescue dogs for treatment similar to “service animals” that are covered under the Americans with Disabilities Act. Specifically, search and rescue dogs that are part of US&R Task Forces will be allowed access to hotels and other facilities when activated and responding to a nationally declared disaster. OCFA is the sponsoring agency for California US&R Task Force-5. This bill will ensure our task force is able to have full access to hotels and other facilities when traveling or located on scene of a nationally declared disaster.