



Council Agenda Report

To: Mayor Grisanti and the Honorable Members of the City Council

Prepared by: Patricia Salazar, Senior Administrative Analyst

Reviewed by: Richard Mollica, Planning Director

Approved by: Steve McClary, Interim City Manager

Date prepared: September 8, 2021 Meeting date: September 27, 2021

Subject: Professional Services Agreement with CJ Biomonitoring, LLC for Biological Consulting Services

RECOMMENDED ACTION: Authorize the Mayor to execute a two-year Professional Services Agreement with CJ Biomonitoring, LLC for biological consulting services.

FISCAL IMPACT: Funding for this agreement is included in the Adopted Budget for Fiscal Year 2021-2022 in Account Nos. 101-2001-5100.01 (Planning - Coastal Development Permit Services) and 102-3002-5100.01 (Woolsey Fire Operations - Coastal Development Permit Services). Funding for the second year will be included in the following fiscal year budget.

WORK PLAN: Current planning development and long-range planning projects are included in multiple items in the Adopted Work Plan for Fiscal Year 2021-2022.

DISCUSSION: The Planning Department oversees the processing of planning applications consistent with the Malibu Municipal Code and Local Coastal Program. As with other specializations, the City contracts for biological review services. The contract biologists review all project applications for anticipated impacts to Environmentally Sensitive Habitat Areas, blueline streams, disturbed habitats, watershed areas, and impacts due to Los Angeles County Fire Department required fuel modification zones. In addition, the contract biologists provide staff with suggested conditions of approval to protect or minimize anticipated project-related impacts on sensitive habitat areas.

In July 2019, after a Request for Proposal (RFP) process, the City entered into a two-year agreement with Compliance Biology, Inc. The term of the agreement was amended

for an additional three months to allow staff to complete a new RFP process. The current agreement expires on September 30, 2021. The agreement provided for a Principal Biologist (Dave Crawford), and Assistant Biologist (Courtney McCammon).

On April 1, 2021, staff solicited an RFP seeking qualified firms to provide biological consulting services. Staff received one proposal in response to the RFP. Though not required, the City re-issued the RFP on June 30, 2021 to obtain a larger pool of candidates for the selection process. In both cases, the City received one proposal from CJ Biomonitoring, LLC. The proposal from CJ Biomonitoring lists Courtney McCammon as the Principal Biologist and Dave Crawford as the Assistant Biologist.

The total cost for services is dependent upon applications received and demand for biological consulting services. No changes are proposed to the Consultant's fee schedule, and thus, City fees for biology reviews will remain the same. The Consultant receives 70% of the fees charged for biology reviews. The City will retain 30% percent of the fees for administrative costs.

Due to the combined qualifications and experience of the proposed team, staff recommends the Mayor execute a professional services agreement with CJ Biomonitoring for biological consulting services to ensure continuity of services.

ATTACHMENT:

1. Professional Services Agreement with CJ Biomonitoring, LLC
2. Response to RFP

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of September 27, 2021 by and between the City of Malibu (hereinafter referred to as the "City"), and CJ Monitoring, LLC (hereinafter referred to as "Consultant").

The City and the Consultant agree as follows:

RECITALS

A. The City does not have the personnel able and/or available to perform the services required under this Agreement.

B. The City desires to contract out for consulting services for certain projects relating to biological consultant services.

C. The Consultant warrants to the City that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.

D. The City desires to contract with the Consultant to perform the services as described in Exhibit A of this Agreement.

NOW, THEREFORE, the City and the Consultant agree as follows:

1.0 SCOPE OF THE CONSULTANT’S SERVICES. The Consultant agrees to provide the services and perform the tasks set forth in the Scope of Work, attached to and made part of this Agreement, except that, to the extent that any provision in Exhibit A conflicts with this Agreement, the provisions of this Agreement govern. The Scope of Work may be amended from time to time by way of a written directive from the City.

2.0 TERM OF AGREEMENT. This Agreement will become effective on September 27, 2021, and will remain in effect for a period of two years from said date unless otherwise expressly extended and agreed to by both parties or terminated by either party as provided herein.

3.0 CITY AGENT. The City Manager, or his or her designee, for the purposes of this Agreement, is the agent for the City; whenever approval or authorization is required, Consultant understands that the City Manager, or his or her designee, has the authority to provide that approval or authorization.

4.0 COMPENSATION FOR SERVICES. The City shall pay the Consultant for its professional services rendered and costs incurred pursuant to this Agreement in accordance with the Scope of Work’s fee and cost schedule (Exhibit B). No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager, or his or her designee.

4.1 The Consultant shall submit to the City, by no later than the 10th day of each month, its bill for services itemizing the fees and costs incurred during the previous month. The City shall pay the Consultant all uncontested amounts set forth in the Consultant's bill within 30 days after it is received.

5.0 CONFLICT OF INTEREST. The Consultant represents that it presently has no interest and shall not acquire any interest, direct or indirect, in any real property located in the City which may be affected by the services to be performed by the Consultant under this Agreement. The Consultant further represents that in performance of this Agreement, no person having any such interest shall be employed by it.

5.1 The Consultant represents that no City employee or official has a material financial interest in the Consultant's business. During the term of this Agreement and/or as a result of being awarded this contract, the Consultant shall not offer, encourage or accept any financial interest in the Consultant's business by any City employee or official.

5.2 If a portion of the Consultant's services called for under this Agreement shall ultimately be paid for by reimbursement from and through an agreement with a developer of any land within the City or with a City franchisee, the Consultant warrants that it has not performed any work for such developer/franchisee within the last 12 months, and shall not negotiate, offer or accept any contract or request to perform services for that identified developer/franchisee during the term of this Agreement.

6.0 GENERAL TERMS AND CONDITIONS.

6.1 Termination. Either the City Manager or the Consultant may terminate this Agreement, without cause, by giving the other party ten (10) days written notice of such termination and the effective date thereof.

6.1.1 In the event of such termination, all finished or unfinished documents, reports, photographs, films, charts, data, studies, surveys, drawings, models, maps, or other documentation prepared by or in the possession of the Consultant under this Agreement shall be returned to the City. If the City terminates this Agreement without cause, the Consultant shall prepare and shall be entitled to receive compensation pursuant to a close-out bill for services rendered and fees incurred pursuant to this Agreement through the notice of termination. If the Consultant terminates this Agreement without cause, the Consultant shall be paid only for those services completed in a manner satisfactory to the City.

6.1.2 If the Consultant or the City fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Consultant or the City violate any of the covenants, agreements, or stipulations of this Agreement, the Consultant or the City shall have the right to terminate this Agreement by giving written notice to the other party of such termination and specifying the effective date of such termination. The Consultant shall be entitled to receive compensation in accordance with the terms of this Agreement for any work satisfactorily completed hereunder. Notwithstanding the foregoing, the Consultants shall not be relieved of liability for damage sustained by virtue of any breach of this Agreement and any payments due under this Agreement may be withheld to off-set anticipated damages.

6.2 Non-Assignability. The Consultant shall not assign or transfer any interest in this Agreement without the express prior written consent of the City.

6.3 Non-Discrimination. The Consultant shall not discriminate as to race, creed, gender, color, national origin or sexual orientation in the performance of its services and duties pursuant to this Agreement, and will comply with all applicable laws, ordinances and codes of the Federal, State, County and City governments.

6.4 Insurance. The Consultant shall submit to the City certificates indicating compliance with the following minimum insurance requirements no less than one (1) day prior to beginning of performance under this Agreement:

(a) Workers Compensation Insurance as required by law. The Consultant shall require all subcontractors similarly to provide such compensation insurance for their respective employees.

(b) Comprehensive general and automobile liability insurance protecting the Consultant in amounts not less than \$1,000,000 for personal injury to any one person, \$1,000,000 for injuries arising out of one occurrence, and \$500,000 for property damages or a combined single limit of \$1,000,000. Each such policy of insurance shall:

1) Be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California or which is approved in writing by City.

2) Name and list as additional insured the City, its officers and employees.

3) Specify its acts as primary insurance.

4) Contain a clause substantially in the following words: "It is hereby understood and agreed that this policy shall not be canceled nor materially changed except upon thirty (30) days prior written notice to the City of such cancellation or material change."

5) Cover the operations of the Consultant pursuant to the terms of this Agreement.

6.5 Indemnification. Consultant shall indemnify, defend with counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Consultant's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, regardless of City's passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Should City in its sole discretion find Consultant's legal counsel unacceptable, then Consultant shall reimburse the City its costs of defense, including without

limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The Consultant shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

6.6 Compliance with Applicable Law. The Consultant and the City shall comply with all applicable laws, ordinances and codes of the federal, state, county and city governments, including, without limitation, Malibu Municipal Code Chapter 5.36 Minimum Wage.

6.6.1. The Consultant shall comply with all City issued COVID-19 protocols, policies and operational requirements upon written notice from the City. Upon receipt of any COVID-19 protocol, policy or operational requirement, Consultant shall use best efforts to comply as soon as possible and in no event shall the time for compliance exceed 24 hours. City may provide written notice of any COVID-19 protocol, policy or operational requirement via e-mail.

6.7 Independent Contractor. This Agreement is by and between the City and the Consultant and is not intended, and shall not be construed, to create the relationship of agency, servant, employee, partnership, joint venture or association, as between the City and the Consultant or any of the Consultant's employees.

6.7.1. The Consultant shall be an independent contractor, and shall have no power to incur any debt or obligation for or on behalf of the City. Neither the City nor any of its officers or employees shall have any control over the conduct of the Consultant, or any of the Consultant's employees, except as herein set forth, and the Consultant expressly warrants not to, at any time or in any manner, represent that it, or any of its agents, servants or employees are in any manner employees of the City, it being distinctly understood that the Consultant is and shall at all times remain to the City a wholly independent contractor and the Consultant's obligations to the City are solely such as are prescribed by this Agreement.

6.7.2 In furtherance of Consultant's independent contractor status, Consultant acknowledges and agrees that the City shall not provide any name specific email addresses for the work contemplated by this Agreement nor shall Consultant have any dedicated work space at City Hall (*i.e.*, no specific desk or work area).

6.8 Copyright. No reports, maps or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant.

6.9 Legal Construction.

(a) This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California.

(b) This Agreement shall be construed without regard to the identity of the persons who drafted its various provisions. Each and every provision of this Agreement shall be construed as though each of the parties participated equally in the drafting of same, and any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

(c) The article and section, captions and headings herein have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

(d) Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural.

6.10 Counterparts. This Agreement may be executed in counterparts and as so executed shall constitute an agreement which shall be binding upon all parties hereto.

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

6.12 Corrections. In addition to the above indemnification obligations, the Consultant shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Consultant's report or plans. Should the Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by the City, and the cost thereof shall be charged to the Consultant.

6.13 Files. All files of the Consultant pertaining to the City shall be and remain the property of the City. The Consultant will control the physical location of such files during the term of this Agreement and shall be entitled to retain copies of such files upon termination of this Agreement.

6.14 Waiver; Remedies Cumulative. Failure by a party to insist upon the performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach

shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

6.15 Mitigation of Damages. In all such situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

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

6.17 Attorneys' Fees. The parties hereto acknowledge and agree that each will bear his/her or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.

6.18 Entire Agreement. This Agreement constitutes the whole agreement between the City and the Consultant, and neither party has made any representations to the other except as expressly contained herein. Neither party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any changes or modifications to this Agreement must be made in writing appropriately executed by both the City and the Consultant.

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

CITY: Steve McClary
Interim City Manager
City of Malibu
23825 Stuart Ranch Road
Malibu, CA 90265-4861
TEL (310) 456-2489 x 224
FAX (310) 456-2760

CONSULTANT: Courtney McCammon
Owner/Principal Biologist
CJ Monitoring, LLC
5120 Livingston Drive, #A
Long Beach, CA 90803
TEL (949) 285-7096
EMAIL: courtney@cjbiomonitoring.com

6.20 Warranty of Authorized Signatories and Acceptance of Facsimile or Electronic Signatures. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign. The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered physically or by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all

respects as having the same effect as an original signature.

7.0 GENERAL TERMS AND CONDITIONS.

7.1 Disclosure Required. By their respective initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is a “consultant” for the purposes of the California Political Reform Act because Consultant’s duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18700.3(a) or otherwise serves in a staff capacity for which disclosure would otherwise be required were Consultant employed by the City. Consultant hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the City’s Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to consultant commencing services hereunder, the City’s Manager shall prepare and deliver to consultant a memorandum detailing the extent of Consultant’s disclosure obligations in accordance with the City’s Conflict of Interest Code.

City Initials _____
Consultant Initials CM

7.2 Disclosure not Required. By their initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is not a “consultant” for the purpose of the California Political Reform Act because Consultant’s duties and responsibilities are not within the scope of the definition of consultant in Fair Political Practice Commission Regulation 18700.3(a) and is otherwise not serving in staff capacity in accordance with the City’s Conflict of Interest Code.

City Initials _____
Consultant Initials _____

This Agreement is executed on _____, 2021, at Malibu, California, and effective as of September 27, 2021.

CITY OF MALIBU:

PAUL GRISANTI, Mayor

ATTEST:

KELSEY PETTIJOHN, City Clerk
(seal)

CONSULTANT:

Courtney McCammon
By: COURTNEY MCCAMMON
Title: Owner/Principal Biologist

APPROVED AS TO FORM:

THIS DOCUMENT HAS BEEN REVIEWED
BY THE CITY ATTORNEY'S OFFICE

JOHN COTTI, Interim City Attorney



City of Malibu

23825 Stuart Ranch Road · Malibu, California · 90265-4861
Phone (310) 456-2489 · Fax (310) 456-3356 · www.malibucity.org

Scope of Work (Exhibit A)

1. The Consultant shall maintain two staff members during the term of the agreement: Principal Biologist (Courtney McCammon) and Assistant Biologist (Dave Crawford)
2. Review and evaluate biological assessment reports, native tree protection plans, and all other reviews. Reviews shall be performed with reference to the requirements of the City's Local Coastal Program, Zoning Ordinance, Subdivision Ordinance, and the Malibu General Plan; and provide City staff with specific recommendations regarding the acceptability of such reports/plans and provide detailed review comments to bring the report/plans in compliance with City requirements.
3. Conduct reviews, including but not limited to plan revisions, biology assessment, native tree protection plans, within ten (10) business days from the date of submittal of each. Conduct final inspections within one week of request. Turnaround times may be extended with expressed concurrence of the Planning Director.
4. Provide the applicant designee and the City a list of items needing clarification or change to achieve conformance with all State, Federal, or local regulations.
5. Reviews shall include but is not limited to a bibliography of referenced materials (e.g., studies, projects plans, inspection dates, meeting dates, etc.) and review history.
6. Prepare standard biology conditions of approval to be used in review of project applications and update as necessary.
7. Plan approval shall not be recommended to the City until all code compliance issues are resolved to the best of the applicant's knowledge, and all requirements of the City have been satisfied.
8. Conduct final site inspections per the request of City staff or applicant and conduct field observation and recommendations as requested by City staff
9. Track conditions of compliance, such as, but not limited, to post-approval habitat restoration and monitoring and native tree protection monitoring.
10. As requested by the Planning Director, accept any and all documents electronically; including utilization of OnBase (records management system), and any additional electronic formats accepted by the City.
11. Respond within one (1) business day to questions from City staff and members of the public.
12. Hold routine office hours at City Hall on Tuesdays from 11:00 am to 12:30 pm. This time will be utilized for appointments with applicants, meetings with staff, and review of project applications. Additional hours may be required. If City Hall is closed to walk-in traffic, virtual meetings shall be held on an as-needed basis.

13. Hold public counter hours at City Hall on Tuesdays from 9:00 am to 11:00 am. If City Hall is closed to walk-in traffic, virtual meetings shall be held on an as-needed basis.
14. Maintain one (1) individual as the contact for all communication with the City.
15. Furnish assigned personnel with all necessary materials, resources, and training to conduct reviews, including a current copy of applicable City amendments, policies, procedures, and forms.
16. Attend and participate in local and regional meetings on behalf of the City; including locations other than Consultant's office and Malibu City Hall.
17. Provide training for City staff as requested by the Planning Director.
18. Make presentations to City Council, public, and other agencies as requested by the Planning Director.
19. Attend Planning Commission and City Council meetings as requested by City staff.
20. Review biological section of various Environmental Impact Reports and initial studies for adequacy / completeness and propose mitigation measure and monitoring programs for compliance with goals, objection and policies of the Local Coastal Program and Malibu General Plan and best management practices.
21. Recommend modifications to the City's guidelines and codes, as appropriate, to maintain conformance with the latest State regulations, laws and acceptable biological practices.
22. Attend court appearances, expert witness testimony, and legal research at the request of the City.
23. Chair the Environmental Review Board meetings, typically one per month, at the request of the Planning Director.
24. Maintain detailed accounting of fees including fixed fees and time and materials fees and issue fee balance statements to applicants. No work shall be conducted prior to fees collected.
25. Perform project management duties including the maintenance of the development database and tracking of deadlines, application submittal requirements, and workload.



City of Malibu

23825 Stuart Ranch Road · Malibu, California · 90265-4861
 Phone (310) 456-2489 · Fax (310) 456-3356 · www.malibucity.org

Compensation for Services (Exhibit B)

The City shall pay the Consultant for its professional services rendered and costs incurred pursuant to this Agreement in accordance with the Scope of Work's fee and cost schedule. The City shall pay the Consultant the fixed fee upon issuance of the first review. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager, or his/her designee.

Fixed Fee Services:

Fixed Fees shall include amount of reviews as indicated below; does not include site inspections and meetings with applicants. Additional reviews will be performed on a time and materials basis.

Service Performed	Staff Name	Title	Estimated Hours	Consultant Rate
Peer Review				
Site Inspection	Various Staff	Various Staff	2.00	\$300
Planning Revisions *includes 1 review	Various Staff	Various Staff	2.00	\$300
Review: CDP (with ESH) *includes 3 reviews	Various Staff	Various Staff	8.00	\$1,204
Review : CDP (without ESHA) *includes 2 reviews	Various Staff	Various Staff	4 .00	\$602
CDP for OWTS Only *includes 1 review	Various Staff	Various Staff	1.50	\$226
APR with Development (without landscaping) *includes 1 review	Various Staff	Various Staff	2.00	\$300
APR with Development (with landscaping) *includes 2 reviews	Various Staff	Various Staff	4.00	\$602
APR Landscaping Only *includes 2 reviews	Various Staff	Various Staff	3.00	\$450
Time and materials review	Various Staff	Various Staff	1.00	\$150/hour
Attend Meetings Regular Business Hours	Various Staff	Various Staff	1.00	\$150/hour
Attend Meetings After Hours	Various Staff	Various Staff	1.00	\$175/hour

Professional Services:

Fees for professional services are based on an hourly rate.

Service Performed	Hourly Rate
General Day-time Hourly Rate	\$150.00
Evenings (after 5:30 PM)	\$175.00
Depositions, Court Appearances, Expert Witness, Legal Research	\$470.00*

* This rate is only implemented if requested by a party other than the City and with approval from the City. Court appearances requested on the City's behalf would be charged at the standard hourly evening rates (i.e. \$175/hr)

Miscellaneous

- Mileage, other than travel to and from the City (e.g, site visits, off site meetings), will be billed at the current federal rate; currently \$0.56 per mile.
- Costs for overnight or long-term jobs requiring lodging will include per Diem at a rate of \$250.00 per day.

All rates listed above shall include overhead costs including, but not limited to salaries, benefits, insurance, and office expenses. If staff substitutions are necessary, the original rates listed above will still apply.

Received

July 12, 2021

Planning Dept.



July 12, 2021

Richard Mollica, Planning Director
Biological Consulting Services RFP
City of Malibu
23825 Stuart Ranch Road
Malibu, CA 90265

SUBJECT: Response to Request for Professional Services; Biological Consulting Services

Dear Mr. Mollica:

CJ Biomonitoring, LLC is pleased to submit a proposal for the City of Malibu's request for proposal for Biological Consulting Services and to continue to provide the City with such services. For the past two years, Courtney McCammon of CJ Biomonitoring has performed the role of Assistant Biologist for the City of Malibu during which time she has conducted many reviews of proposed development and site inspections. Prior to COVID-19, Ms. McCammon was attending public counter hours with Dave Crawford, City Biologist, and assisting with questions and concerns from the general public. In addition, Ms. McCammon has attended several Environmental Review Board meetings for a variety of proposed developments. Ms. McCammon has worked closely with the City Biologist, Dave Crawford, to understand the minutia of the City of Malibu including discussing historical projects, details of the LCP, and project management duties.

The attached pages provide our understanding of the required services and the associated payments for each. CJ Biomonitoring understands that all contents of this proposal are firm and binding for a period of 90 days. The following is our contact information:

Courtney McCammon
CJ Biomonitoring, LLC
5120 E Livingston Drive, APT A
Long Beach, CA 90803
Cell phone: 949-285-7096
Email: courtney@cjbiomonitoring.cdom

CJ Biomonitoring confirms, under penalty of perjury, that they comply with the nondiscrimination requirements of the State and Federal Governments.

Sincerely,

A handwritten signature in black ink, appearing to read "Courtney McCammon". The signature is fluid and cursive.

Courtney McCammon
Owner and Principal Biologist
CJ Biomonitoring, LLC

A. TECHNICAL COMPONENT

1. Introduction

We understand the services to be provided to the City to be as follows:

The biology team, working under the direction of the Planning Director, would conduct reviews, and provide technical expertise and recommendations associated with applications for proposed development projects in the City of Malibu. The City Biologist is expected to conduct final site inspections prior to the issuance of a Certificate of Occupancy. Weekly office hours are expected to be held during public counter hours on Tuesdays from 9AM – 12:30PM. The team would also provide technical assistance with environmental documentation and review with respect to Negative Declarations, Mitigated Negative Declarations, and Environmental Impact Reports. The Principal Biologist is also responsible for assisting the Planning Director with the Environmental Review Board. Additionally, the Principal Biologist attends Planning Commission and City Council meetings on an as-needed basis. Further, the City Biologist will assist all City personnel with biological needs including Code Enforcement, Public Works and Parks and Recreation Departments.

Additionally, over the past few years, we understand response times to permit application submittals have become more important to the City. In that light, Ms. McCammon will work closely with Planning Department staff in providing early responses to permit applications. If selected, it would be our primary focus to ensure timely responses through preliminary reviews and to maintain a process of rapid responses and complete evaluations of permit applications. We also fully understand the importance of fee and budgetary tracking and will work closely with departmental administration to ensure all fees and billings are consistent with the City's requirements.

2. Qualifications

- a. CJ Biomonitoring has been providing biological services to both public and private clients since 2017. Courtney McCammon has served as assistant to the City of Malibu Biologist since 2019. Additionally, Ms. McCammon assisted the City of Laguna Beach with a Public Works project in 2020 to perform environmental worker training, construction monitoring, and general oversight of the biological resources associated with the area. Ms. McCammon continues to work closely with the project manager to implement restoration monitoring and as-needed nesting bird surveys. Ms. McCammon has a history of working with public and private entities on various biological projects throughout the southern California area. In the position of assistant to Malibu's City Biologist, Ms. McCammon attends to public inquiries, reviews permit applications including new single-family residences, landscaping, and wastewater treatment system locations. She also attends Environmental Review Board meetings for proposed development within the City of Malibu.

As an independent consultant, Ms. McCammon has performed many Biological Inventories and Biological Assessments within the Coastal Zone, beyond the City limits of Malibu. As a result, Ms. McCammon has developed an expertise in local regulations and policies, including, but not limited to,

identification and mapping of Environmentally Sensitive Habitat Areas (ESHAs), H1-H3 designated habitat, and other sensitive habitats.

Mr. Dave Crawford would provide services as the Assistant City Biologist on an as-needed basis. Mr. Crawford has served as the Biologist for the City of Malibu for 20 years lending his expertise to help create new city codes and ordinances. Additionally, Mr. Crawford has over 25 years biological consulting experience in the region and has prepared dozens of biological resource sections for CEQA documents and has conducted numerous biological inventories and assessments within the Coastal Zone. As such, he has a thorough understanding of ESHA, the Coastal Act, and local LCP's and municipal codes.

- b. Courtney McCammon is the key person at CJ Biomonitoring that, if selected, would fill the position of City Biologist. Based on recent history in the position, an assistant has become increasingly useful and Mr. Crawford would provide the additional assistance. Though not often necessary, should something come up requiring expertise outside of Ms. McCammon's or Mr. Crawford's experience, Ms. McCammon is associated with a number of highly experienced professionals that could assist at the approval of City Staff. Ms. McCammon will be available at the City one day per week as required in the RFP and will provide extra hours of review time as needed, based on backlog of applications. Additionally, Ms. McCammon would be available to attend Planning Commission, City Council hearings, and Environmental Review Board as needed.
- c. Historically, the need for assistance was not very common. However, since Covid-19 and the need to work remotely, the assistant Biologist has played a more regular and important role. Therefore, Ms. McCammon has selected Mr. Crawford, a highly qualified biological consultant of over 25 years. Mr. Crawford will not only provide assistance with completing tasks, but will have the unique ability to provide assistance with the 'learning curve' for the City Biologist position.

Resumes for both Ms. McCammon and Mr. Crawford are provided as Attachment A.

- d. The following provides three professional references for Courtney McCammon:

Mr. Matt Oxford
Project Manager, Engineering Div.
City of Laguna Beach
moxford@lagunabeachcity.net
(949) 497-0792

Mr. Gerry Hans
President
Friends of Griffith Park
gerry@friendsofgriffithpark.org
(818) 427-7666

Mr. Dave Crawford
Owner/Principal Biologist
Compliance Biology

*Additional references for
Ms. McCammon or Mr. Crawford are
available upon request*

3. Scope of Work

Ms. McCammon has worked closely with Dave Crawford, City Biologist, to understand the responsibilities of the position. She has been taught the efficient system that Dave Crawford has developed for reviewing permit applications, assisting City Staff and Code Enforcement as needed, and

performing final landscaping inspections. Ms. McCammon will continue to work with Dave Crawford to continue reviewing and responding to the needs of the public and City staff. This includes being available to answer questions of the public, review of permit applications and performing final landscape inspections when applicants are requesting a Certificate of Occupation. Other duties include assisting Planning staff with questions regarding biological resources, as well a review of City projects and CEQA documents. When there is an increase in permit application volume, Ms. McCammon will put in extra hours and extra days where needed in order to keep the permit processes running as smoothly as feasible. With the increased importance of rapid response times to applicants, Ms. Crawford will utilize a system of preliminary review that Dave Crawford has taught that will provide a general acknowledgement of application receipt and direction regarding completeness of the application documentation. As such, all applicants should receive a response to their application within the required 10 days of submittal. Following preliminary reviews, responses to phone messages, emails, and staff questions, Mr. Crawford will conduct thorough reviews of each application for consistency with City codes and the LCP. Required meetings and site inspections will typically occur in the afternoon hours. In addition, Ms. McCammon has been working with Dave Crawford to standardize the reporting requirements for Biological Assessments and Biological Inventories required for certain projects within the City of Malibu. It is Ms. McCammon's hope to finalize the reporting requirements and implement them within the next term. This action will assist in receiving accurate reports from consultants leading to rapid responses for proposed development within the City.

As necessary, the Assistant Biologist may be utilized to provide preliminary reviews, perform final landscape inspections, or assist with CEQA document review. The Planning Director will be included in the determination to utilize the Assistant Biologist.

B. COST COMPONENT

The standard billing rate for the Principal and Assistant Biologist would be \$150.00 per hour. Additional rates and costs are included in CJ Biomonitoring’s 2021-2023 Fee Schedule provided as **Attachment B**.

Following discussions with Planning Department administration, it is our understanding that a 70/30 Fixed Fee system of payment will be initiated upon implementation of the contract. CJ Biomonitoring will accept the City’s current fee schedule and will work with the Department to determine reasonable fees for the next fiscal year. The following provides a schedule of fees for additional services and direct costs.

General Daytime Hourly Rates

Principal Biologist (Courtney McCammon)	\$150.00/hr
Assistant Biologist	\$150.00/hr

Evening (after 5:30 pm) Meetings, City Council, Planning Commission, etc.

Principal Biologist	\$175.00/hr
Assistant Biologist	\$175.00/hr

Depositions, Court Appearances, Expert Witness/Legal Research

Principal Biologist	\$470.00/hr*
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* This rate is only implemented if requested by a party other than the City and with approval from the City. Court appearances requested on the City’s behalf would be charged at the standard hourly evening rates (i.e. \$175/hr)

Miscellaneous

- Costs for overnight or long-term jobs requiring lodging will include *per Diem* at a rate of \$250.00 per day.

All rates listed above shall include overhead costs including, but not limited to salaries, benefits, insurance, and office expenses. If staff substitutions are necessary, the original rates listed above will still apply.

Attachment A Resumes for Courtney McCammon and Dave Crawford

Certificates of Insurance for General Liability and Automobile shall follow under separate cover.

Please do not hesitate to contact me if you have any questions regarding the proposal information and I look forward to speaking with you directly.

Attachment A
Resumes of Key Personnel



Courtney McCammon, B.S., M.S

WILDLIFE BIOLOGIST/OWNER – CJ BIOMONITORING, LLC

DETAILED PROJECT EXPERIENCE

City of Malibu – Contract Assistant Biologist, Los Angeles, CA (2019-present)

Ms. McCammon is the acting assistant to the Biologist for the City of Malibu conducting on-site inspections, reviewing permit applications, and attending ERB meetings She is completing approximately 20 reviews per month with oversight by the Biologist. Ms. McCammon also answers questions over email to applicants.

Friends of Griffith Park – Raptor Survey, Los Angeles, CA (2017 – 2020)

Ms. McCammon has co-managed the citizen science Griffith Park Nesting Raptor Survey for three years. Courtney made the volunteer training modules and performed the training. She co-managed all aspects of the survey including data management, volunteer management, and report writing. The results of the survey were reported and sent to the City of Los Angeles Recreation and Parks Department. Several presentations were given at the Los Angeles Zoo and the Los Angeles Public Library.

Hollywood Bowl – Mammal Survey at Hollywood Bowl, Los Angeles, CA (2015)

Ms. McCammon completed a mammal survey for the Hollywood Bowl utilizing camera traps placed on the property. She was involved in all aspects including budget costs, maintaining data and equipment, and writing a final report. The survey found coyote, bobcat, and mule deer use of the site on a frequent basis.

EDUCATION

B.S., Biology,
Loyola Marymount University,
2012

M.S., Urban Ecology,
Loyola Marymount University,
2014

CERTIFICATIONS/ REGISTRATIONS

Scientific Collector’s Permit
#SC-13977 (exp. 1/22/22)

Certified Wildlife Tracker,
CyberTracker, 2016 & 2017

CNDDDB & BIOS training, CDFW,
Aug, 2017

Introductory GIS class, Pace
University, Fall 2017

Southwest Desert Bat
Workshop, Oct. 2017

San Joaquin Kit Fox Workshop,
Oct. 2017

Desert Tortoise Introductory
Training, Nov. 2017

Southwestern Willow
Flycatcher Workshop, May
2018

Jurisdictional Delineation
Training, October 2019

EXPERIENCE

CJ Biomonitoring LLC (Nov
2017 – present)

City of Malibu (June 2019 –
present)

Compliance Biology (Nov 2017
– present)

Woodstar Biological (Nov 2017
– present)

PROJECT EXPERIENCE

SUBCATEGORY FOR PROJECTS - GENERAL BIOLOGICAL ASSESSMENTS

- Biological Assessment, Tree Report, HMMP – RCD (April 2021)
Assisted the Resource Conservation District with a biological assessment, habitat mapping, native tree report, and a Habitat Mitigation and Monitoring Plan for the Topanga Elementary School in Topanga, CA.
- Multi-Use Trail and Bridge Project – City of Santa Clarita (Aug – Oct 2020)
Conducted a biological assessment including a plant inventory and jurisdictional delineation for a multi-use trail and bridge construction project.
- Biological Assessment and CAGN Surveys – Private Client (Aug – present)
Conducted a biological assessment and protocol-level coastal California gnatcatcher surveys for a private client in the Santa Clarita area.
- On-site Biological Monitoring – City of Laguna Beach (May 2020 – present)
Acted as an on-site biological monitor during the demolition, grading, and construction of a new pedestrian bridge over the Laguna Canyon Creek.
- Vasquez Biological Assessment – Watershed Council Authority (May – Oct 2020)
Sub-contracted for Cooper Ecological, Inc performing bird, vegetation, and camera trapping surveys on an acquired parcel in the San Gabriel foothills.
- Restoration Plans – Various Private Residents (2018 - present)
Prepare detailed habitat restoration plans for various clients within LA County Regional Planning jurisdiction meeting all requirements including SMM plant species, irrigation, a monitoring plan, etc.

Cooper Ecological Monitoring (March 2015 – present)
 Rincon Consultants, Inc. (July – Nov 2017)
 VCS Environmental (May – July 2017)
 Forde Biological (Oct. 2016 – Nov 2017)
 E Read & Associates (Jan. 2013 – Jan. 2016)
 Irvine Ranch Conservancy (June 2015 – June 2017)
 Ecolai Environmental (April 2013 – Jan. 2016)

- City of Malibu and County of Los Angeles Biological Assessment – Various Private Residents (Jan 2018-present)
 Complete all aspects of biological assessments and biological inventories per City of Malibu or County of Los Angeles requirements for various clients with ESHA/SEA, jurisdictional waters, and protected trees on site.
- Las Virgenes Creek Restoration Project – Calabasas, CA (Dec 2018/Jan 2019)
 Approved by the FWS to monitor for California Red-legged Frog during a creek restoration project during the breeding season.
- Pacific Flyway Shorebird Survey – Sacramento, CA (Oct 2018 – Jan 2020)
 Project coordination and volunteer management for the 2018 season for Audubon California.
- FivePoint Mission Village - Newhall Ranch, CA (Nov 2017 - present)
 Brown-headed cowbird trapping program, camera trap study, small mammal trapping, pitfall traps, nesting bird surveys, owl surveys, biological construction monitoring, capture and relocation of sensitive and non-sensitive wildlife.
- Soto Bridge Bat and Bird Survey – Los Angeles, CA (August 2018)
 Conducted bat roosting daytime and nighttime survey to determine if certain species were present on site and any mitigation measures that were required.
- Puente Hills Habitat Authority Camera Project - Whittier, CA (Jan - July 2018)
 Wildlife camera trap project comparing results from a similar 2013 camera trap project. Data informed Puente Hills Habitat Authority management decisions.
- On-call Biologist for Puente Hills Habitat Authority - Whittier, CA (Spring 2018)
 Biological monitoring and nesting bird surveys on request.
- San Dimas Bat Survey – San Dimas, CA (May 2018)
 Conducted bat roosting daytime and nighttime survey to determine if certain species were present on site and any mitigation measures that were required.
- LA County Dept. of Beaches & Harbors – Nicholas Canyon County Beach, Malibu, CA (November 2017)
 Snowy plover monitoring during a beach bridge demolition and haul away.
- Rincon – perform various habitat assessment, compliance monitoring, and construction monitoring for various clients including SoCal Gas and Kiewit. Authored burrowing owl, nesting bird, and MSHCP reports.
- VCS Environmental – perform Burrowing Owl habitat assessment and focused surveys in Riverside County (2017).
- Southern California Edison – Santa Ana River, Bishop Creek, and Mill Creek Hydroelectric Project, Southern California, (2013 – 2015)
 Vegetation surveys in Eastern Sierra riparian and riverine habitat focusing on plant type, plant coverage, and tree identification/coverage.
- Southern California Edison – Ayersman Line Construction Monitoring, Santa Barbara, CA (2016)
 Perform pre-construction surveys for sensitive and non-sensitive flora and fauna as well as perform construction monitoring during an electrical line replacement project on National Forest Service land.
- Playa Vista Foundation – Ballona Freshwater Marsh and Ballona Corridor Nesting Bird and LBVI Survey – Los Angeles, CA (2017)
 Perform weekly nesting bird surveys in riparian habitat focusing on LBVI presence and nesting.

- EcoKai Environmental – Ventura State Beach Boat Salvage and Snowy Plover monitoring – Ventura, CA (2016)
Perform pre-construction monitoring on sensitive and non-sensitive avian species at Ventura State Beach. Perform construction monitoring during the boat salvage activities.
- E Read and Associates – Joshua Tree survey, Palmdale, CA (2014)
Perform a Joshua Tree survey on a future mining operation site in Palmdale focusing on tree health, height, and coverage for potential preservation efforts.
- CalTrans – Coal Canyon Wildlife Undercrossing Monitoring and Restoration Project, Chino Hills, CA (2016 - 2017)
Co-managed all aspects of the project including preparing a project proposal and budget, purchasing all equipment, and maintaining the database. Attended collaboration meeting with CalTrans, CDFW, and CA State Parks to discuss project. Installed seven remote cameras to monitor wildlife utilizing the undercrossing to assess effectiveness of various restoration techniques.
- Private Resident – LA City Council Motion #14-0518 wildlife corridor monitoring, Beverly Hills, CA (2015 – 2017)
In accordance with the LA City Council, several remote cameras were installed at two different houses in the City of Los Angeles to identify whether an active wildlife corridor was present on site.
- City of San Clemente – Shorecliffs Golf Course Nesting Bird Survey and SAA compliance monitoring, San Clemente, CA (2017)
Perform weekly nesting bird surveys for common bird species. Perform construction monitoring to ensure accordance with SAA. Update the nest monitoring log and send to CDFW on a weekly basis.
- Irvine Ranch Conservancy – Wildlife Camera Program, Orange County, CA (2015 – 2017)
Manage the camera trap program for OC Parks, City of Irvine, and City of Newport Beach. Perform regular data analysis for presentations to agency staff.

RESEARCH PROJECT EXPERIENCE

MESOPREDATOR USE AND MOVEMENT STUDY - MASTER'S THESIS

A two-year graduate research project analyzing native and non-native mesopredator use and movement patterns at an urban nature preserve in the Los Angeles region.

In this study Mrs. Aiken:

- Communicated and coordinated with key stakeholders such as the City of L.A., The Bay Foundation, Heal the Bay, Palos Verdes Land Conservancy, and L.A. County Dept. of Beaches and Harbors.
- Managed a large and complex data set and utilized GIS for the analysis and presentation of animal movement.
- Presented project results at six conferences including a Master's Thesis Defense at LMU.

Dave Crawford

President/Principal Biologist

Compliance Biology, Inc.

Crawford has over 25 years of experience in biology, environmental planning, and project management and is the Managing Principal of Biological Services for Impact Sciences. His responsibilities include preparation of biological resource sections for environmental documents, project scheduling, budget supervision and control, subconsultant coordination and client communication. He has directed, managed, and prepared biological resource sections for environmental impact reports, mitigation monitoring plans, special-status species focused surveys, biological resource assessments, biological constraints analyses, construction monitoring and habitat restoration plans for private and public sector clients throughout Southern California.

Mr. Crawford has a thorough understanding of the California Environmental Quality Act (CEQA). He has participated in the development of more than 25 Environmental Impact Reports (EIRs) within Southern California, including residential, commercial, and industrial developments. In addition, he has substantial experience in processing of coastal development projects with the California coastal zone and has served as the City of Malibu Biologist for nearly 25 years.

Mr. Crawford has broad knowledge of both state and federal Endangered Species Acts, and state and federal regulations involving biological resources and holds a Section 10(a)(1)(A) Endangered Species Recovery Permit to survey for California gnatcatcher (*Polioptila californica*), tidewater goby (*Eucyclogobius newberryi*), and unarmored threespine stickleback (*Gasterosteus aculeatus williamsoni*), and has been authorized by the US Fish and Wildlife Service to survey for least Bell's vireo (*Vireo bellii pusillus*), arroyo toad (*Anaxyrus californicus*), and California red-legged frog (*Rana draytonii*). His biological expertise includes knowledge of biological and ecological relationships, with particular emphasis on habitat impact analysis and special-status wildlife species.

Representative Professional Experience

Governmental Services

- Mr. Crawford provides assistance to City and County governments with projects involving environmental document review and advises on major biological issues. In this capacity he has been serving weekly as the City Biologist for the City of Malibu since October 2001. Duties include regular correspondence with the public and local officials, review of Planning permit applications to ensure compliance with City and Coastal Zone regulations, review of biology sections in EIRs, Chair of the Environmental Review Board, and interpretation and implementation of the Malibu Local Coastal Program as certified by the California Coastal Commission. Mr. Crawford also provides regular services to the City of Santa Clarita including peer review of environmental documents, biological studies, construction monitoring, habitat restoration, and mitigation monitoring.
- Management of biological regulatory compliance for the City of Santa Clarita McBean Boulevard Bridge widening project. Mr. Crawford developed the environmental training program for all personnel working in the river and managed the on-site monitoring for the duration of the project.
- Management of biological regulatory compliance for the City of Santa Clarita Cross Valley Connector Bridge. This 16-month, \$26 million project included the construction of two parallel two-lane bridges across the Santa Clara River. Mr. Crawford managed and conducted the pre-construction biology surveys and the required biological monitoring for the duration of the project.

- Assisted Metropolitan Water District of Los Angeles with surveys and habitat evaluation for unarmored threespine stickleback in association with their future Foothill Feeder shutdown and maintenance program
- Management of biological regulatory compliance for the Newhall Land sewage line installation beneath the Commerce Center Drive Bridge over Castaic Creek. Mr. Crawford conducted the pre-construction biological surveys and conducted and managed the required biological monitoring for the duration of the project. Daily monitoring logs were kept and a final report discussing all activities was prepared for submittal to all permitting agencies.
- Provides monitoring for Metropolitan Water District of Los Angeles' quarterly Foothill Feeder valve maintenance program.
- Management and implementation of biological technical studies for all phases of the Newhall Ranch development project. Tasks to date have included both habitat analyses and focused surveys for special-status wildlife.
- Management and implementation of the seasonal removal and installation of six temporary river crossings for the Newhall Land Agricultural Department. Conducted pre-construction surveys for special-status fish, amphibian and avian species and supervised activities occurring in the river.
- Management and implementation of annual riparian bird surveys for Newhall Land in conformance with conditions set forth in the Natural River Management Plan (NRMP). Implementation consists of 20-25 individual surveys throughout most of the NRMP reach. Upon completion of surveys, a detailed report is prepared and delivered to Newhall Land for submittal to all permitting agencies.
- Management of biological regulatory compliance for the District 32 Main Relief Trunk Sewer Phase II extension including micro-tunneling under the Santa Clara River. Tasks included daily monitoring of aquatic and avian special-status species during the five-month project.
- Management of biological regulatory compliance for the 8-year oil well site remediation on Newhall Ranch for Anadarko Petroleum. Mr. Crawford managed pre-activity surveys, biological monitoring, and habitat restoration for the remediation of abandoned oil well and sump sites located on Newhall Ranch in Los Angeles County for Kerr-McGee and Anadarko Petroleum.
- Performed three consecutive years of focused surveys and habitat evaluation for the arroyo toad on approximately 8 miles of the Santa Clara River and its major tributaries in the Santa Clarita area, Los Angeles County. Tasks included focused presence/absence surveys for arroyo toad following US Fish and Wildlife Service recommended protocol survey guidelines within the survey reach and known occupied areas in the region. Additionally, a comprehensive habitat analysis was conducted throughout the study reach including upland habitats extending approximately 500 meters outward from the stream channels surveyed. Surveys also included identification of special-status aquatic reptiles and habitat evaluation for California red-legged frog. Additionally, language from the final reports was incorporated into the Biological Opinion drafted by USFWS for the area.
- Performed numerous focused surveys for the California gnatcatcher in Ventura, Los Angeles, Riverside, San Bernardino, and Orange Counties. Tasks included focused presence/absence surveys and reporting following US Fish and Wildlife Service recommended survey protocol guidelines.
- Performed burrowing owl surveys and implemented exclusion mitigation plans for numerous projects in Los Angeles, San Bernardino, and Riverside Counties, California. Tasks included walkover surveys to determine presence/absence of burrowing owls and to identify potential owl burrows. Several surveys resulted in implementation of passive relocation programs.

- Conducted dozens of focused surveys for western spadefoot toad in Ventura and Los Angeles Counties resulting in the documentation of multiple previously unknown populations. Mr. Crawford has also been responsible for housing numerous spadefoot tadpoles, juveniles, and adults in preparation for relocation under the direction of CDFW.
- Conducted focused US Fish and Wildlife Service protocol surveys for arroyo toad in Castaic Creek between the Castaic Lagoon outfall and the creek confluence with the Santa Clara River. Tasks included focused presence/absence surveys for arroyo toad following U.S. Fish and Wildlife Service recommended protocol survey guidelines within the survey reach and known occupied areas in the region.
- Conducted a habitat analysis for arroyo toad on tributary drainages to Santiago Canyon Creek in Orange County, California. Tasks included evaluation of habitat on approximately 1.5 miles of tributary drainages and associated upland habitat.
- Performed construction monitoring for southern steelhead and other special-status fish species for an US Army Corp of Engineers project in lower Santa Paula Creek. Tasks included monitoring of construction activities within designated boundaries and relocation of stranded fishes from stream diversion activities.
- Performed pit-fall trapping for special-status reptiles on approximately 500 acres of various upland habitats for two projects in Los Angeles County. Tasks included designing and supervision of installation of pit-fall trap arrays and several weeks of trapping and relocation of western whiptails and horned lizards.
- Conducted focused tidewater goby surveys in Mission Creek and Arroyo Burro in Santa Barbara. Tasks included seining and identifying fish species and recording data.
- Performed monitoring for southern steelhead and other special-status fish species for an US Army Corp of Engineers project in lower Santa Paula Creek. Tasks included monitoring of construction activities within designated boundaries and relocation of stranded fishes from stream diversion activities.

Professional History

- Compliance Biology, Inc. – Owner/Principal Biologist; May 2002 to present.
- Impact Sciences, Inc. – Managing Principal, Biological Services; September 2012 through 2016.
- Impact Sciences, Inc. - Senior Biologist; May 1995 through May 2002
- Cal Poly Foundation; San Luis Obispo
 - Wildlife Technician; US Army Corps of Engineers, LCTA Program; December 1994 – May 1995
 - Wildlife Technician; Kit Fox Recovery Program; June 1994 – October 1994
- Manager Alba Plastics, Sydney, NSW Australia May 1987-April 1989
- Hull Maintenance Technician, First Class Petty Officer; US Navy April 1977-October 1986

Certifications

- Certificate; Leadership and Management Training Program; 2002
- Federal Section 10(a)(1)(A) Endangered Species Recovery Permit for Unarmored Threespine Stickleback (*Gasterosteus aculeatus williamsoni*), Tidewater Goby (*Eucyclogobius newberryi*), and California gnatcatcher (*Polioptila californica*). Permit #TE-821229-7
- USFWS Authorized surveyor for Arroyo Toad (*Bufo californicus*), Least Bell's Vireo (*Vireo bellii pusillus*), and California Red-legged Frog (*Rana aurora draytoni*).
- Certification, Desert Tortoise: handling, burrow construction, and egg handling techniques. U.S. Fish and Wildlife Service approved workshop and training session.
- Certification, Advanced Open Water Diver, PADI