

**AMENDMENT NUMBER THREE  
TO PROFESSIONAL SERVICES AGREEMENT  
WITH  
ENDEMIC ENVIRONMENTAL SERVICES INC.**

This Amendment Number Three ("Amendment") is made and entered into as of the 16th day of June, 2020 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and ENDEMIC ENVIRONMENTAL SERVICES INC., a California corporation ("Consultant").

WHEREAS, City and Consultant entered into an agreement on April 4, 2017 for Consultant to provide biological, management and maintenance services at Fairview Park (the "Agreement"); and

WHEREAS, Section 4.1 of the Agreement provides for a term of three (3) years, with the option to extend the Agreement for one (1) additional one (1) year period; and

WHEREAS, City and Consultant amended the Scope of Services and increased Consultant's maximum compensation to Nine Hundred Fifty Thousand Dollars (\$950,000.00) through Amendment Number One to the Agreement; and

WHEREAS, City and Consultant extended the term through April 3, 2021 through Amendment Number Two to the Agreement; and

WHEREAS, City and Consultant now desire to amend the Scope of Services as set forth in Exhibit "A," attached hereto and incorporated herein by this reference; and

WHEREAS, City desires to increase Consultant's maximum compensation to One Million One Hundred Thirty-Two Thousand Eighty-One Dollars (\$1,132,081.00).

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Scope of Services shall be amended as set forth in Exhibit A.
2. Section 2.1 of the Agreement shall be amended to reflect that Consultant's total compensation shall not exceed One Million One Hundred Thirty-Two Thousand Eighty-One Dollars (\$1,132,081.00). Commencing July 1, 2020, Consultant shall be paid according to the fee schedule set forth in Exhibit A.
3. All terms not defined herein shall have the same meaning and use as set forth in the Agreement.
4. All other terms, conditions, and provisions of the Agreement not in conflict with this Amendment shall remain in full force and effect.
5. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement. Counterpart written signatures may be transmitted by

facsimile, email or other electronic means and have the same legal effect as if they were original signatures.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by and through their respective authorized officers, as of the date first written above.

CITY OF COSTA MESA

Lori Ann Jones H

City Manager

Date: 7/16/20

CONSULTANT

BNG

Signature President

Endemic Environmental Services

Name and Title

Date: 6/22/2020

ATTEST:

Brenda Green 7-17-2020

City Clerk



APPROVED AS TO FORM:

Kimberly Hill Beelow

City Attorney

Date: 7/15/20

APPROVED AS TO INSURANCE:

Russ

Risk Management

Date: 7/7/2020

APPROVED AS TO CONTENT:

Cynthia Ortega

Project Manager

Date: 7/8/2020

DEPARTMENTAL APPROVAL:



Acting Parks and Community Services  
Director

Date: 7/9/2020

APPROVED AS TO PURCHASING:



Acting Finance Director

Date: July 6, 2020

**EXHIBIT A**

**AMENDED SCOPE OF SERVICES**



## Endemic Environmental Services

### MODIFIED ANNUAL SCHEUDLE FOR ENDEMIC ENVIRONMENTAL SERVICES AT FAIRVIEW PARK

July 1, 2020 – APRIL 1, 2021

1. Provide the last series of Quarterly Biological reports-hardcopy and electronic- quarterly photographic records for the 17 acre wetlands site and the oak tree restoration site (three reports total, one each for: Sept. and Dec 2020, and March 2021), to satisfy the habitat monitoring reporting requirement associated with the wetlands mitigation requirements.
2. In coordination with City Parks Department staff schedules, provide on-site Endemic staff **10 hrs. week** to monitor, report on, and in some instances provide light maintenance throughout the park to identify and document:
  - a. landscape maintenance and needs
  - b. vandalism and trespassing
  - c. non- compliant issues in restoration areas
3. Provide ongoing biological monitoring / oversight of general environmental conditions at Fairview Park, coordinating with City staff, any concerns for FVP sensitive and native habitat areas.
4. Be available for consultation with staff, in multi-agency, and/or contractor coordination as required. (varies: often daily at field level; bi-weekly at management level).
5. Provide **Daily** maintenance services for wetland ponds and channels. **30 hours per week:**
  - a. Monitor and provide consistent water flow in the system
  - b. Monitoring and remove non-native species
  - c. Provide algae, cattail, and bulrush management
  - d. Cooperate in water quality testing
  - e. Advise on environmental compliance with regards to habitat management
  - f. Support and provide data management by participating in staff coordination, collection of maps, photos, and building a data base for FVP wetlands.

### FEE SCHEUDLE FOR ENDEMIC ENVIRONMENTAL SERVICES AT FAIRVIEW PARK

JULY 1, 2020 – APRIL 1, 2021 (9 months)

Tasks # 1- 4	=	\$8,000 month on average /	\$ 74,081.00
Task # 5	=	\$12,000 month /	\$ 108,000.00
TOTAL	=	\$20,000.00 month /	\$ 182,081.00

If there are any further questions, please feel free to contact me.

Sincerely,

Barry Nerhus  
 President/Ecologist  
 Endemic Environmental Services, Inc.  
 (714) 393-6249  
 bnerhus@endemicenvironmental.net