

MEMORANDUM OF AGREEMENT

For

HAMMOND'S MEADOW MAINTENANCE, RESTORATION & STEWARDSHIP PROJECT

This Memorandum of Agreement is entered into by and between SANTA BARBARA COUNTY PARKS, acting on behalf of the County of Santa Barbara, and CHANNEL ISLANDS RESTORATION, a nonprofit charitable corporation, for the planning and implementation of the proposed HAMMOND'S MEADOW MAINTENANCE, RESTORATION & STEWARDSHIP PROJECT.

Background Information

- A. Hammond's Meadow Open Space consists of two parcels (APN 009-600-020 and APN 009-600-021) with approximately 4.2 acres of open space and beachfront property in Montecito, California (hereafter referred to as the "Open Space"). Maps of this site are attached hereto as Exhibit A and incorporated herein by reference.
- B. This Open Space was approved for listing in the National Register of Historic Places in May of 1978 for its prehistoric and historic resources.
- C. This Open Space was part of a larger property known as Hammond's Meadow, which was farmed for almost 100 years by the Hammond family and its successors.
- D. The larger Hammond's Meadow property was the subject of a subdivision proposal in the 1980's, which resulted in the creation of the Sea Meadow Subdivision adjacent to this Open Space.
- E. As part of the subdivision approval process, the developer recorded a Grant Deed of Development Rights for this Open Space on April 27, 1987, in favor of the County of Santa Barbara. This was followed by an Irrevocable Offer to Dedicate Public Open Space for this property, which was recorded on February 21, 1991, and accepted by the Board of Supervisors on December 12, 1995, creating what is now known as the Hammonds Meadow Open Space.
- F. These 4.2 acres are now owned by the County of Santa Barbara and maintained and administered by Santa Barbara County Parks as a public open space and beachfront preserve for passive recreational use.
- G. The Conditions of Approval for the Sea Meadow Subdivision included Condition 26, which states, in part, "Maintenance of the public open space shall be provided by the entity owning title." In addition, Condition 28 states, in part, "No structures or improvements may be erected within [the Open Space] which involve penetration of the soil." None of the Conditions of Approval required any obligation of funding for ongoing maintenance of the Open Space.
- H. Due to limited funding, Santa Barbara County Parks has been limited in its maintenance activities of this Open Space.
- I. Channel Islands Restoration has approached Santa Barbara County Parks with a proposal to undertake the Hammond's Meadow Maintenance, Restoration and Stewardship Project for this Open Space (the "Project").
- J. Santa Barbara County Parks desires to enter into a Memorandum of Agreement with Channel Islands Restoration to proceed with the Project for this Open Space.

NOW, THEREFORE, in consideration of the respective duties and responsibilities contained in this Memorandum of Agreement, the parties do hereby agree as follows:

Channel Islands Restoration is a nonprofit charitable corporation based in Carpinteria, California, which is qualified under Section 501(c)(3) of the Internal Revenue Code and whose mission is to restore and maintain native habitat areas on the Channel Islands and along the Central Coast of California. It shall serve as the Project Manager for the Open Space Project, which is the subject of this Memorandum of Agreement. The Project Team working under the guidance of Channel Islands Restoration shall consist of an administrator, Project Biologist, Landscape Architect, Project Archaeologist, a Project Consultant and Fundraiser, with these positions initially filled by the following: Ken Owen, Wayne R. Ferren Jr., Susan Van Atta of Van Atta Associates, David Stone of Dudek Associates and David H. Anderson, Attorney at Law.

1. **Santa Barbara County Parks** is a division of the Community Services Department of the County of Santa Barbara. It has the responsibility for maintenance and administration of various public parks, beaches, trails, preserves and open spaces owned by the County of Santa Barbara. Subject to all required approvals and permits, the County Parks Division will cooperate with the Project team in its performance of this Agreement.
2. **Subject to termination of this Memorandum of Agreement, the Project** consists of a multi-year effort to eradicate invasive non-native plant and rodent populations from the Open Space and to replace them with a sustainable native plant and animal habitat which is consistent with the site's earlier native coastal habitat setting.
3. **The Project Team** has completed a 42-page ***Proposed Maintenance Program and Conceptual Restoration Plan (Plan)*** for the Open Space, dated July 2013, which is attached hereto as Exhibit B and incorporated herein by reference as part of this Memorandum of Agreement. That Plan identifies the invasive non-native species in the Open Space with recommendations for their eradication. It also proposes a number of short term and long term measures to restore a native coastal habitat to the Open Space. Any proposed revisions or updates to the Plan must be approved by County Parks in writing.
4. **The Project Objectives** are to eradicate or significantly reduce the presence of invasive non-native plant and rodent populations in the Open Space and to ultimately create a native coastal plant and animal habitat, which is low maintenance and in keeping with the earlier native habitats of similar coastal open space areas along the South Coast of Santa Barbara County. Work towards creating a natural fire break and fire defensible space between the Open Space and the nearby homes.
5. **In the Implementation** of this Plan, the Project Manager shall work closely with descendants and representatives of the Chumash, including the California Indian Advisory Committee and direct descendants of the Shalawa Village. Native American monitors shall be on site during any activities which could involve disturbance of the soil at the Open Space. The Project Manager shall also work closely with neighboring residential homeowners' associations and property owners as well as interested members of the public to obtain their input and comments regarding details of the Project. Channel Islands Restoration shall have all required permits and approvals prior to performing any work.

Project Phasing

It is understood by the parties to this Agreement that maintenance and restoration of this Open Space will be a multi-year project. The current condition of invasive non-native plants and rodents evolved over a long period of time when the responsibility for maintenance of the Open Space was in question. Therefore, this project shall proceed in a series of phases, which will identify and implement various strategies. Those phases shall initially be organized as follows:

1. **Phase One** shall consist of preliminary maintenance efforts to control and eradicate the invasive non-native plant and rodent species, which have taken over the Open Space. This shall be done utilizing a number of trials of maintenance alternatives including, but not limited to mowing, hand removal of weeds and non-native shrubs, gassing and/or trapping of rodents, integrated pest management techniques, repacking of surface areas to reduce health risks associated with unstable soils and gopher holes, control of weed germination through solarization or use of mulch or topsoil, and other measures aimed at reducing the seed bank of weeds and the rodent population. It shall also include measures to stabilize the eroding bluff face leading to Hammond's Beach, which is currently being used by the public for access to the Open Space, causing erosion and disturbance to the archaeological resources on the Open Space.
2. **Phase Two** shall consist of trials of restoration projects on portions of the Open Space to determine if native plant species can be re-established on the Open Space without disturbing the archaeological resources of the site. A proposed plan for Phase Two activities shall be submitted to County Parks for approval, and County Parks' approval shall be conditioned upon Channel Islands Restoration's acquiring appropriate permits, clearances and approvals to proceed from governmental and regulatory agencies, the furnishing of a copy thereof to County Parks prior to the commencement of work and the compliance by Channel Islands Restoration with all conditions of all permits, clearances, and approvals in a prompt and expeditious manner.
3. **Phase Three** shall consist of long term restoration of the Open Space with appropriate permits and approvals and the development and implementation of a stewardship program for the Open Space, such as the creation of a Friends of Hammond's Open Space or similar volunteer group combined with a fundraising campaign to establish a stewardship fund.

Project Administration

1. Project Manager shall be responsible for all aspects of the administration of this Agreement, including payroll expenses, costs of materials and independent contractors, costs of signage and any other costs associated with implementation of the Plan. Project Manager and its agents, contractors and subcontractors agree to comply with the indemnification and insurance requirements of Exhibit B, which is attached hereto and incorporated herein by reference.
2. County Parks shall continue, provided funding is available, to conduct at least one mowing of limited areas of the Open Space as necessary during the late Spring each year during Phase One and Phase Two. County shall have no obligation as part of this Memorandum of Agreement to provide funding for the maintenance or restoration of the Open Space pursuant to the approved Plan, including any revisions thereto, and/or the application for and/or obtaining of any required permit or approval. In addition, County shall have no obligation to pay Channel Islands Restoration for any work performed pursuant to this

Memorandum of Agreement or reimburse Channel Islands Restoration for any of its costs or expenses that it incurs pursuant to this Agreement.

3. Neither Project Manager nor its agents, independent contractors or volunteers shall manufacture, generate or deposit any motor oil or hazardous wastes within the Open Space. Project Manager shall be responsible for removal of any such deposits and shall comply with all applicable provisions of federal, state and local laws relating to such materials or wastes.
4. The parties to this Memorandum of Agreement acknowledge that implementation of some portions of the Plan may require review and/or regulatory permits and approvals from the County of Santa Barbara and/or other agencies. Project Manager shall consult with County Parks on such requirements, and if County Parks consents, Channel Islands Restoration shall apply for any such approvals. Project Manager shall be responsible for the paperwork and costs associated with such approval applications.
5. Project Manager shall provide County Parks with quarterly updates on activities, income and expenditures. Project Manager shall keep and maintain during the term of this Project accounting and project records in accordance with standard accounting principles and shall make such records available to County Parks or its agents upon reasonable notice.
6. Project Manager, its agents, independent contractors and volunteers shall use their best efforts to successfully implement the Plan and other features of this Project. However, because of the current condition of the property, archaeological restrictions, and absence of a current water source, no guarantees can be provided as to the ultimate success of this Plan or the Project.
7. The term of this Agreement shall commence as of the date of approval at the signing of both parties and extend for an initial period of five (5) years, with the intent to extend that period if the restoration activities are successful in order to implement a stewardship program. However, either party may terminate this Memorandum of Agreement upon ninety (90) days written notice, provided such party shall act in good faith in deciding to terminate the Memorandum of Agreement. This Memorandum of Agreement may be renewed, extended or modified by mutual written amendment signed by both parties.
8. Any notice, approval or consent required under this Memorandum of Agreement shall be given to the respective party in writing sent by first class mail or by e-mail notification to the address provided below.

Contact information for the parties:

County of Santa Barbara
Community Services Department
Parks Division
123 East Anapamu Street, 2nd Floor
Santa Barbara, CA 93101
contact@sbparks.org

Channel Islands Restoration
550 Maple Street, Unit F
Carpinteria, CA 93013
ken@cirweb.org

9. Project Communication Protocols. Channel Islands Restoration shall notify County and the Project Team at least 10 working days prior to performing any work not identified in the ***Proposed Maintenance Program and Conceptual Restoration Plan***, and as soon as possible following any unforeseen event requiring emergency measures on site. The County must review and approve public notices regarding the Open Space before they are made public. County and the Project Team shall sign off on the final Maintenance Program and Restoration Plan and the work to be performed as part of each Project Phase before any work is to be done pursuant to this Memorandum of Agreement.

10. Channel Islands Restoration shall provide copies of insurance to meet County requirements as set forth in Exhibit C.
11. This Memorandum of Agreement with all of its exhibits and attachments constitute the entire agreement for this Project.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of this 30 day of SEP, 2014, at Santa Barbara, California.

COUNTY OF SANTA BARBARA
COMMUNITY SERVICES DEPT.

By: Renee E. Bahl
Renee E. Bahl
Interim Community Services Director

CHANNEL ISLANDS RESTORATION,
A California Nonprofit Corporation

By: Ken A. Owen
Executive Director