

Regional Conservation Authority

July 12, 2004

CONSENT CALENDAR – AGENDA ITEM NO. 6.1

**Adoption of Resolution No. 04-04
Request for NCCP Local Assistance Funds for Development
of an Implementation Guidance Program and Management of
NCCP Reserve Lands**

Regional Conservation Authority

Adoption of Resolution No. 04-04, Request for NCCP Local Assistance Funds for Development of an Implementation Guidance Program and Management of NCCP Reserve Lands

Staff Contact:

**Patricia Lock-Dawson
(909) 544-3789**

Background: The Regional Conservation Authority (RCA) Joint Powers Authority (JPA) Agreement provides that the RCA has the power “to be an applicant, make applications for, and receive grants from governmental and private entities...” (See JPA section 3.H.) The attached resolution memorializes RCA’s intent to act pursuant to its authority under the JPA to file an application for local assistance in the amount of \$200,000.00 for the immediate management of Multiple Species Habitat Conservation Program reserve lands newly acquired and the development of an implementation guidance program. Specifically, the Resolution appoints the General Manager as agent to conduct all negotiations, execute and submit all documents including, but not limited to, applications, agreements, payment requests, and others which may be necessary for the completion of grant activities.

Staff Recommendation: Approval of Resolution No. 04-04 authorizing the application and acceptance of grant funds for the immediate management of Multiple Species Habitat Conservation Program reserve lands newly acquired and development of an implementation guidance program for the Western Riverside County Multiple Species Habitat Conservation Plan/Natural Community Conservation Plan and authorizing the General Manager to act on behalf of the Board.

Attachments: Resolution No. 04-04
NCCP Grant Application

RESOLUTION NO. 04-04

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
WESTERN RIVERSIDE COUNTY REGIONAL
CONSERVATION AUTHORITY AUTHORIZING THE
APPLICATION AND ACCEPTANCE OF GRANT FUNDS
FOR THE IMMEDIATE MANAGEMENT OF RESERVE
LANDS NEWLY ACQUIRED AND DEVELOPMENT OF AN
IMPLEMENTATION GUIDANCE PROGRAM FOR THE
WESTERN RIVERSIDE COUNTY MULTIPLE SPECIES
HABITAT CONSERVATION PLAN/NATURAL
COMMUNITY CONSERVATION PLAN AND
AUTHORIZING THE GENERAL MANAGER TO ACT ON
BEHALF OF THE BOARD**

WHEREAS, the Western Riverside County Regional Conservation Authority (“Authority”) is a public agency of the State of California formed by that certain Joint Exercise of Powers Agreement effective as of January 5, 2004 (“Agreement”); and

WHEREAS, pursuant to Section 3.H. of the Agreement, the Authority has the power to be an applicant, make applications for, and receive grants from governmental and private entities; and

WHEREAS, certain local assistance grant fund are made available annually on a competitive basis by the California Department of Fish and Game for Natural Community Conservation Planning (NCCP Program urgent implementation tasks); and

WHEREAS, the grants are awarded pursuant to guidelines established by the California Department of Fish and Game for determination of project eligibility for funds; and

WHEREAS, said procedures established by the California Department of Fish and Game require the grantee to certify by resolution the approval to apply for and accept grant funds, and provide authorization to enter into an agreement with the California Department of Fish and Game to implement urgent activities related to the NCCP Program.

NOW, THEREFORE, BE IT RESOLVED that the Western Riverside County Regional Conservation Authority Board of Directors approves the filing of an application for local assistance in the amount of \$200,000.00 for the immediate management of Multiple Species Habitat Conservation Program reserve lands newly acquired and the development of an implementation guidance program (“Grant Activities”).

IT IS FURTHER RESOLVED that the Board of Directors of the Western Riverside County Regional Conservation Authority Board of Directors appoints the General Manager as agent to conduct all negotiations, execute and submit all documents including, but not limited to,

applications, agreements, payment requests, and others which may be necessary for the completion of the Grant Activities.

PASSED AND ADOPTED at the regular meeting of the Board of Directors at the Western Riverside County Regional Conservation Authority held this 12th day of July, 2004.

Robin Reeser Lowe, Chairperson

Application for Funding - 2004 NCCP Local Assistance
Grant Program

Immediate Management Program
For Newly Acquired NCCP Reserve Lands and Development of an
Implementation Guidance Program for NCCP Permittees

Submitted by

Regional Conservation Authority of
Western Riverside County
4080 Lemon Street
Riverside, CA 92502

June 29, 2004

Description of Task and Proposal Objectives

In June of 2003, the Riverside County Board of Supervisors approved the Western Riverside County Multiple Species Habitat Conservation Plan/Natural Community Conservation Plan (“MSHCP/NCCP”). Take authorizations were approved and a permit issued on June 22, 2004 by the US Fish and Wildlife Service and California Department of Fish and Game. A joint powers authority, the Western Riverside County Regional Conservation Authority (RCA), has been established to implement the MSHCP/NCCP. The RCA is requesting funds from the NCCP Local Assistance Program to fund two program areas: (1) to support management of newly acquired NCCP reserve lands, and (2) to develop and implement a guidance program to assist permittees with understanding their obligations under the MSHCP/NCCP permit. Following is a description of both program areas and their associated objectives.

As of June 2004, 20,000 acres of the 153,000 acres proposed for acquisition as part of the MSHCP/NCCP have been acquired or dedicated as wildlife habitat. Several additional properties are either in escrow or in active negotiation. The 153,000 acres planned as new acquisitions, along with the 350,000 acres already conserved, comprise the MSHCP/NCCP habitat area. The wildlife habitat acquired for the MSHCP/NCCP requires immediate management. The RCA is requesting funds to supplement local funding as necessary to provide immediate management of wildlife habitat properties acquired for the MSHCP/NCCP.

Additionally, as the implementing agency, the RCA is tasked with ensuring that all permittees comply with the stipulations of the MSHCP/NCCP permit. The RCA is requesting funds to support development of an Implementation Guidance Program to assist MSHCP/NCCP participants in understanding their roles and obligations under the permit.

Program Area I. MSHCP/NCCP Habitat Management Support

Following are the objectives of this immediate management program for newly acquired MSHCP/NCCP properties:

1. Ensure the protection of wildlife habitat acquired or otherwise conserved for the MSHCP/NCCP that is to be managed by the RCA;
2. Ensure the timely elimination of weeds and resultant threat of fire on habitat lands;
3. Enforce County and city ordinances prohibiting dumping, shooting, trespass, off-highway vehicle use, and destruction of natural and cultural resources on MSHCP/NCCP habitat lands;
4. Encourage proper treatment and use of MSHCP/NCCP habitat lands by adjacent property owners and the general public;
5. As permitted by available project funding, install controls as needed on MSHCP/NCCP properties to limit public access and prevent habitat destruction;
6. Promptly remove trash and repair the effects of vandalism on MSHCP/NCCP properties.

The RCA is the grantee and will administer the grant. The RCA has contracted with the Riverside County Regional Parks and Open Space District to manage habitat lands. The RCA is requesting funds for staff support to perform the following tasks:

- Patrol MSHCP/NCCP properties on a regular basis.
- Enforce applicable regulations prohibiting trespass, shooting, disturbance of wildlife and their habitats, dumping, and open fires. Communicate and work with the County Sheriff and municipal police on law enforcement matters.
- Work with County Fire/CDF and municipal fire departments to ensure compliance with State and local weed abatement laws and ordinances.
- Monitor the condition of habitat and exotic vegetation.
- Work with the general public and property owners adjacent to MSHCP/NCCP lands to foster positive relations and provide information concerning habitat protection.
- Evaluate the need and determine appropriate locations for public access controls.
- Install, monitor, repair, and maintain k-rails, fencing, gates, signs, and other public access controls to the extent permitted by available funding.
- Regularly remove trash and dumped materials, and ensure proper disposal of same.
- Remove graffiti and repair damaged or vandalized materials.
- Install and maintain keys and locks.

Program Area 2: Development and Implementation of Guidance Program

The RCA has developed an interim guidance program for its member agencies and MSHCP/NCCP signatories and is requesting support to develop a more fully-fledged program. The matured “Implementation Guidance Program” will provide training and support in significantly more detail than is now available.

The RCA is requesting support to develop:

- (1) A series of workshops conducted on-site within various jurisdictions to address and apprise them of their specific compliance issues and obligations;
- (2) A group of training manuals that will address:
 - a. Development review and conservation requirements
 - b. MSHCP/NCCP reporting requirements
 - c. Fee ordinance implementation.
- (3) An interactive website with forms, information, and ability to transmit data.

Workshops will be scheduled initially with the Western Riverside Council of Government Planning Directors Technical Advisory Committee, followed by workshops within each jurisdiction to review the Implementation Guidance Program, training manual and MSHCP/NCCP compliance procedures. The website is currently under development.

Relationship to the Western Riverside County MSHCP/NCCP

The properties to be managed under this grant proposal have been acquired by the County and RCA specifically for the MSHCP/NCCP. The immediate management program described in this application is needed to ensure that recently acquired habitat lands are protected until such time that the MSHCP/NCCP adaptive management program is fully implemented by the RCA.

The Implementation Guidance Program is directly related to the MSHCP/NCCP. The RCA is tasked with coordinating permit compliance and assisting permittees with understanding their roles and obligations. The guidance program entails conducting workshops and developing written materials that explain MSHCP/NCCP permit obligations.

Urgency of the Immediate Management Program

Program Area 1:

The Western Riverside MSHCP/NCCP plan area is characterized by very rapid and large-scale development. Open spaces in the plan area generally experience a tremendous amount of off-road vehicle abuse, trespass, and illegal dumping. At present, the acquired MSHCP/NCCP lands are very vulnerable. If the management program is not expanded quickly, the wildlife habitat acquired for MSHCP/NCCP preserves will face a serious threat of harm or destruction by these illegal activities.

Program Area 2:

Now that the permit has been approved, permittees are faced with the complex task for coordinating implementation programs. So as to ensure consistent and effective implementation of the MSHCP/NCCP, permittees need immediate assistance in understanding their obligations to ensure effective application of permit and plan actions. Additionally, proper guidance materials are necessary to avoid costly errors and reduce the risk of jeopardizing the permit.

Work Products

Program Area 1:

As an ongoing land management project, most of the products of the immediate management program will be found on the newly-acquired habitat properties. In this context, “products” will include: purchased, installed, and maintained signage, fencing, gates, k-rails, and other access controls; trash removed from wildlife habitat and disposed of in proper locations; weeds and exotic vegetation removed in conjunction with abatement activities; elimination of activities detrimental to wildlife and their habitat, e.g., shooting and off-road vehicle use.

Program Area 2:

Work products include guidance manuals that address: (1) development review and conservation requirements; (2) reporting requirements; and (3) fee ordinance implementation. Additional work products include: (1) a list of potential land use/development actions that may trigger MSHCP-related requirements, (2) a decision tree (flowchart) that outlines for the member agencies the MSCHP development review process, and (3) a list of RCA and County technical support contacts available to assist with specific issues and questions.

Additionally, RCA staff will be scheduling and conducting workshops to review the guidance materials and take permittees through case studies and scenarios to assist them in understanding the permit compliance process. An internet site is also being developed which will provide forms, guidance, and provide the capability to upload and transmit data.

Estimated Schedule of Tasks and Deliverables

Since the Park District and RCA personnel responsible for conducting these projects are now on staff, the projects should begin less than a month from the date of contract execution. In some cases, the requested funds will support on-going activities.

Program Area 1:

Immediate management activities will be conducted on a regular and continuing basis for the entire twelve-month grant period. As noted in the “Work Products” section, most deliverables will be located on the MSHCP/NCCP reserve properties, and those will be completed on an ongoing basis as needed. The estimated schedule for the more traditional deliverable products is shown below:

<u>Deliverable Product</u>	<u>Date of Completion</u>
GIS mapping of preserve parcels	Ongoing as needed
First quarter report	Month 4 after contract execution
Second quarter report	Month 7 after contract execution
Third quarter report	Month 10 after contract execution
Final report	Month 13 after contract execution

Program Area 2:

Work products are described in previous sections. Target dates for completion of various aspects of this program are:

<u>Deliverable Product</u>	<u>Estimated Date of Completion</u>
Develop draft guidance materials	June 30
Finalize guidance materials	July 23
Hold workshop(s)	beginning in late -July
Workshops	completed by late August
Assessments and follow-up	completed by September 30

Cost Estimate and Project Budget

A twelve month cost estimate and project budget for the MSHCP/NCCP reserve management and implementation guidance programs are included in Attachment A.

Funding Supplied by Grantee

The RCA and Park District will contribute a total of \$20,000 in in-kind funds to the immediate management program. The RCA will provide approximately \$75,000 in in-kind staffing toward the implementation guidance program.

In addition to the local cash contributions, the County recently provided funding to the Park District for purchase of two new 4WD trucks. Those vehicles will be used by Park District personnel for the immediate management program.

Authorizing Resolution

An authorizing resolution will be presented at the July 12, 2004 RCA Board meeting. A non-executed version of that Resolution is included as Attachment B. The executed version of the approved Resolution will be forwarded under separate cover.

Drug-Free Workplace Certification

An executed Drug-Free Workplace Certification is included as Attachment C.

Nondiscrimination Compliance Statement

A Nondiscrimination Compliance Statement is included as Attachment D.

**Attachment A: NCCP Reserve Management and
Implementation Guidance Programs**

Personal Services	
Staff Salaries	
<i>Program Area 1: Reserve Mgm't Program</i>	
Park Ranger II (2080 hours@\$17.22/hour)	\$35,818
Park Ranger II (1040 hours@\$17.22/hour)	\$17,909
Park Maintenance Worker (1040 hours @\$16.96/hour)	\$17,638
Subtotal Staff Salaries	\$71,365
Staff Benefits	
Park Ranger II Benefits @30%	\$16,118
Park Maintenance Worker Benefits @30%	\$5,291
Subtotal Staff Benefits	\$21,409
Subtotal Staff Salaries Program Area 1	\$92,774
Subcontracting (Consultant Services)	
<i>Program Area 2: Implementation Guidance Program Conduct Workshop</i>	\$90,000
Subtotal Consultant Services	\$90,000
Supplies, Materials, and Services	
<i>Program Area 1: Reserve Mgm't Program</i>	
Vehicle mileage and maintenance (12,000 miles@\$0.31/mile)	\$3,720
Fencing and signage	\$3,506
Subtotal Supplies and Materials Program Area 1	\$7,226
<i>Program Area 2: Implementation Guidance</i>	
Document preparation and printing	\$10,000
Subtotal Supplies and Materials Program Area 2	\$10,000
Total for Program Area 1	\$100,000
Total for Program Area 2	\$100,000
Total Grant Request	\$200,000

Regional Conservation Authority

July 12, 2004

POLICY CALENDAR – AGENDA ITEM NO. 7.1

Status of Permit Issuance

Regional Conservation Authority**Status of Permit Issuance****Staff Contact:****Best Best & Krieger, Legal Counsel
(909) 686-1450**

Background: On June 22, 2004, the United States Fish and Wildlife Service ("Service") and the California Department of Fish and Game ("DFG") issued Take Permits for the Western Riverside County Multiple Species Habitat Conservation Plan ("MSHCP"). Copies of those documents have been provided to the RCA Member Agencies and the other Permittees. All of the RCA Member Agencies should now be implementing the MSHCP.

The formal Permit signing ceremony originally scheduled for June 11, 2004, is in the process of being rescheduled.

A recent stumbling block to Permit issuance concerned an injunction issued on June 10, 2004, in litigation related to the "No Surprises" policy. The injunction issued in a case entitled Spirit of the Sage Council et al v. Gale Norton et al, states that the proceedings for reinstatement of the Permit Revocation Rule, which has been released for public review and comment, must be complete by December 10, 2004. Until this occurs, the injunction states that the Service cannot issue incidental take permits containing No Surprises assurances. Due to this injunction, the Service's Permit was issued without No Surprises assurances, although they will be immediately reinstated once the injunction is lifted. Staff believes it is vitally important that the Department of the Interior quickly take all requisite actions to complete the rulemaking process for the Permit Revocation Rule to ensure that No Surprises assurances are promptly reinstated. Additionally, staff believes that a legislative reminder should be pursued.

Staff Recommendation: Authorize staff to take appropriate action to: 1. Encourage the Department of the Interior to promptly complete the rulemaking on the Permit Revocation Rule, and 2. Pursue a legislative reminder.

Attachments: None

Regional Conservation Authority

July 12, 2004

POLICY CALENDAR – AGENDA ITEM NO. 7.2

RCA Conflict of Interest Code

Regional Conservation Authority

RCA Conflict of Interest Code

Staff Contact:

**Best Best & Krieger, Legal Counsel
(909) 686-1450**

Background: Pursuant to the Fair Political Practices Act (the FPPA) found in California law, public agencies are required to prepare and approve a Conflict of Interest Code. Attached you will find the draft Conflict of Interest Code which is presented to the Board for approval. The Conflict of Interest Code is based on the requirements found in the FPPA.

The public officials who are subject to the Code are listed in Exhibit A of the attached Code, and the disclosure categories for each of these public officials is outlined in Exhibit B of the attached Code. You will recall that each of the RCA Board Members was required to file a conflict of interest form shortly after the formation of the RCA. These individuals will not need to file a new annual statement until next year.

Staff Recommendation: Adopt the Western Riverside County Regional Conservation Authority Conflict of Interest Code.

Attachments: Draft Conflict of Interest Code

Regional Conservation Authority

July 12, 2004

POLICY CALENDAR – AGENDA ITEM NO. 7.3

Status Report

**MSHCP Guidance Manual Preparation and Training
Workshops**

Regional Conservation Authority

**Status Report
MSHCP Guidance Manual Preparation and Training Workshops**

Staff Contact:

**Carolyn Syms Luna
(909) 955-6742**

Background: RCA staff intends to conduct a MSHCP Guidance Manual Scoping Session on Thursday, July 15, 2004 at the WRCOG City Managers Technical Advisory Committee meeting. It is staff's intent to provide a draft manual for review and comment at the July 15, TAC meeting. Western Riverside County Public Works Directors and Planning Directors are strongly encouraged to attend.

A follow-up meeting before the Planning Directors' TAC will be held to memorialize any revisions and/or additions to the manual. This manual is a work in progress and will periodically be updated to reflect the needs of the RCA member jurisdictions. Individual training sessions will be scheduled through the Planning Directors at the above referenced TAC meeting.

Staff Recommendation: N/A

Attachments: None

Regional Conservation Authority

July 12, 2004

POLICY CALENDAR – AGENDA ITEM NO. 7.4

RCA Priorities and Organizational Structure

Regional Conservation Authority

RCA Priorities and Organizational Structure

Staff Contact:

**Carolyn Syms Luna
(909) 955-6742**

Background: As the RCA proceeds forward with MSHCP implementation; staff has developed a list of priorities that the RCA needs to undertake in the near future (see attached). Additionally, a draft organizational structure has been prepared that reflects current staff's short and long-term commitments to the MSHCP effort. As indicated in earlier budget hearings, the structure as proposed is subject to modifications during this fiscal year.

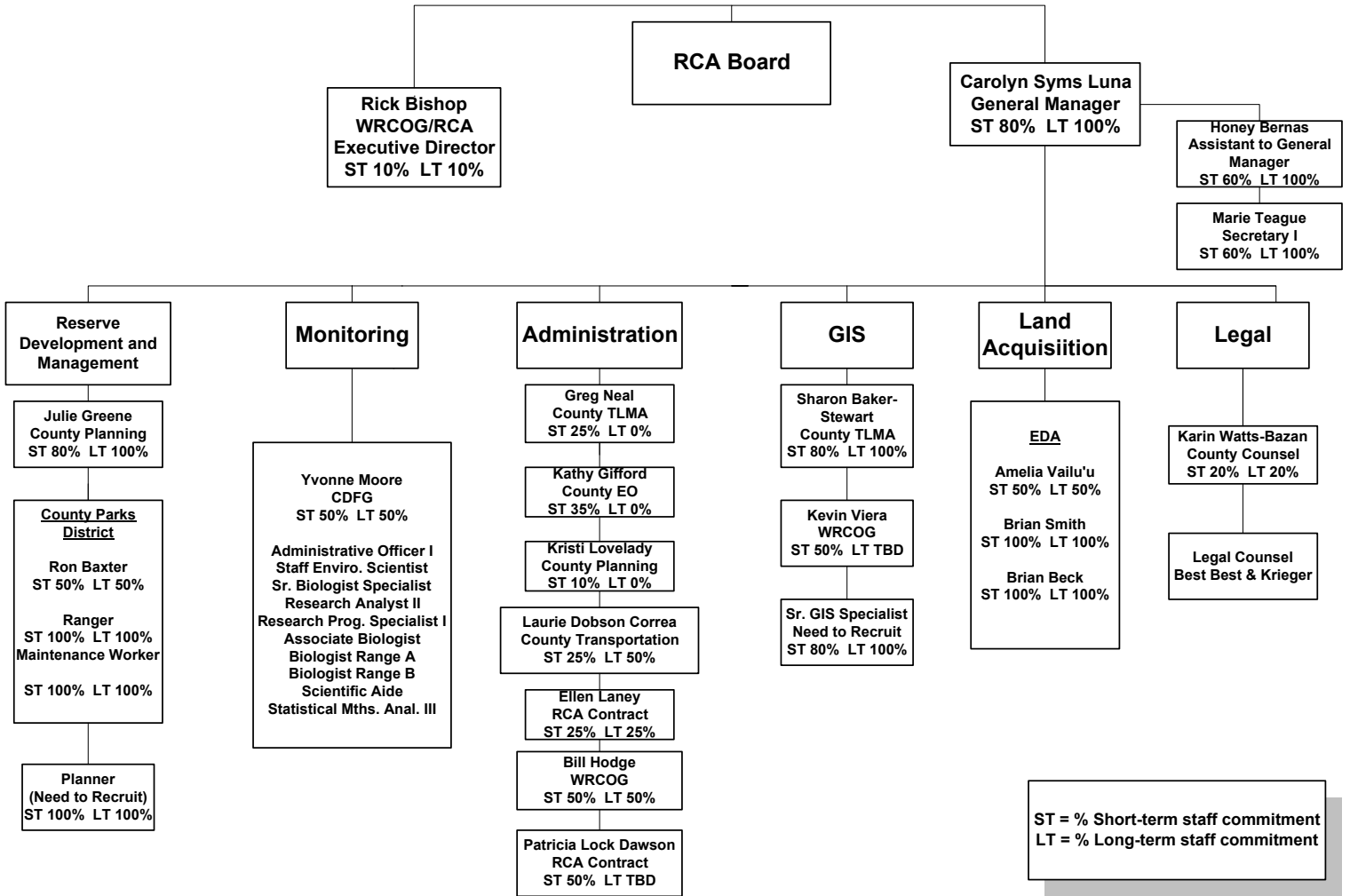
Staff Recommendation: Endorse the attached RCA Priority list and direct staff to proceed forward accordingly.

Attachments: Draft Organizational Chart
RCA Priorities

DRAFT

Western Riverside County Regional Conservation Authority Operational Responsibilities

July 8, 2004



RCA Priorities

Training – Now that the permit has been issued local jurisdictions need to begin following specific procedures related to the Multi-Species Habitat Conservation Plan (MSHCP) as they work projects through the development review process. Staff is preparing a user guide for implementation that will be the focus of training sections for planning and public works staff members. A meeting is scheduled for July 15, 2004 with the Western Riverside Council of Governments Technical Advisory Committee (city managers) that will include planning and public works directors to highlight an overview of implementation requirements. Outreach to all the Cities on the training component of the MSHCP is essential to transition the program from concept to implementation

Committee Organization – A key element of MSHCP governance is the committee structure in part established through the plan. The committees include the Administrative Committee, the Funding Coordination Committee and the Stakeholder Advisory Committee. Processes are being developed for agenda item preparation, staffing, coordination and calendaring. Getting the committees up and running will be crucial to governance of the Riverside Conservation Authority and implementation of the MSHCP.

Management Planning – This priority is geared to developing systems to manage the habitat that will be acquired through the MSHCP effort. The Riverside County Parks and Open Space District is developing and coordinating the management program under contract to the Riverside Conservation Authority. Managed habitat will include land acquired through both the RCA and the County of Riverside. This activity also includes assembling the Reserve Management Oversight Committee (RMOC) and beginning coordination of the RMOC by preparing agendas, publishing notices and other activities geared to making the committee effective. An important aspect of which is the development of cooperative agreements between those landowners and the RCA concerning management of publicly held lands consistent with the MSHCP.

Funding Priorities – Now that the MSHCP program has become a reality, a process and plan need to be developed for acquiring properties that will become part of the habitat conservation effort. For example, this will involve developing and maintaining a list of willing sellers of land targeted for preservation. Policies and procedures for overseeing and coordinating the property acquisition program will also be developed as well as policies for the prioritization process. The outcome should produce a list of high priority acquisitions as well as an adopted system for determining priorities for additional acquisition as opportunities present themselves.

Joint Project Review – Developing an efficient joint project review program will be key to the success of the MSHCP. It is important that as projects are submitted through the approval or entitlement process they are processed quickly and efficiently through each jurisdiction. The process should be designed to eliminate backlogs so the MSHCP functions as a facilitator rather than an obstacle to be overcome. A component will be developed for the user guide mentioned above to provide guidance on joint project review questions. A log of contacts, both verbal and written, from local jurisdictions will be maintained to assist in defining policies related to joint project review. A joint project review application has been developed and will be presented at the July 15th meeting with the Western Riverside Council of Governments “City Managers” Technical Advisory Committee to initiate training of the RCA Member Agencies concerning joint project review.

Legal Action/No Surprises – The pending legal action in Federal court related to the so-called “No Surprises” rule is a critical issue for the RCA and the MSHCP implementation. A strategy must be developed to secure a legislative remedy on a parallel path with efforts to argue in support of the rule in the Federal court case. A broad coalition must be developed nationally to secure Congressional approval of legislation designed to sustain the rule and immunize it from further legal challenges. This activity may necessitate hiring consultants and/or lobbyists and coordinating advocates to secure support for legislation and cooperation from the Administration and resource agencies in the effort. This issue is particularly critical to longer term projects such as infrastructure that are expected to be implemented in later years of the MSHCP program.

Regional Conservation Authority

July 12, 2004

POLICY CALENDAR – AGENDA ITEM NO. 7.5

**Sub-lease Agreement between the RCA
and
Riverside-Corona Resource Conservation District**

Regional Conservation Authority

**Sub-lease Agreement between the RCA and Riverside-Corona
Resource Conservation District**

Staff Contact:

**Best Best & Krieger, Legal Counsel
(909) 686-1450**

Background: The California Department of Fish and Game ("DFG") will serve as the Monitoring Program Administrator ("MPA") for the Western Riverside County Multiple Species Habitat Conservation Plan ("MSHCP"). DFG currently utilizes approximately 3,000 square feet of office space at the Riverside-Corona Resource Conservation District ("RCD") property in Riverside, California.

As part of its monitoring budget in the MSHCP, DFG has requested that the Regional Conservation Authority enter into a lease with the RCD for this office space. Additionally, it is anticipated that certain RCA staff may also be housed with DFG at this location in the future.

The attached Sublease Agreement between the RCD and the RCA constitutes an agreement for the next 12 months for sublease of the property. RCA shall pay rent in the amount of \$3,500.00 per month, which as noted above will be credited against the MSHCP monitoring budget.

Staff Recommendation: Approve the Sublease Agreement and authorize the RCA chairperson to execute said agreement on behalf of the RCA Board.

Attachment: Sublease Agreement between the Riverside-Corona Resource Conservation District and the Western Riverside County Regional Conservation Authority.

SUB-LEASE AGREEMENT BETWEEN THE RIVERSIDE-CORONA RESOURCE
CONSERVATION DISTRICT AND THE WESTERN RIVERSIDE COUNTY REGIONAL
CONSERVATION AUTHORITY

This Sub-Lease Agreement is made and entered into as of this _____ day of _____, 2004, by and between the Riverside-Corona Resource Conservation District (“RCRCD”), a public agency, and the Western Riverside County Regional Conservation Authority (“RCA”), a public agency.

WHEREAS, RCRCD is entitled to the use of a certain facility (the “RCRCD Facility”) in the City of Riverside, located at 4500 Glenwood Drive, Riverside, CA 92501, under a Cooperative Agreement with the Natural Resources Conservation Service, United States Department of Agriculture; and,

WHEREAS, RCRCD desires to sub-lease office space in a portion of the RCRCD Facility to RCA (“Premises”); and

WHEREAS, this Agreement defines the roles and responsibilities of RCRCD and RCA.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, RCRCD and RCA do hereby mutually understand and agree as follows:

1. PREMISES. RCRCD hereby sub-leases to RCA and RCA sub-leases from RCRCD the Premises for the term and upon all the conditions set forth herein, including the exclusive right to RCA, its employees, agents, licensees, contractors and invitees, including, but not limited to, the California Department of Fish & Game, to use the Premises.

2. TERM. The term of this Agreement shall commence on July 1, 2004, and shall continue for one (1) year or until terminated by any of the acts set forth in Section 11 herein. This Sub-Lease Agreement may be amended by mutual agreement of the Parties.

3. RENT. RCA shall pay rent in the amount of Three-Thousand Five-Hundred Dollars (\$3,500.00) per month (“Rent”).

4. USE. RCA may occupy and use the Premises for any lawful purpose reasonably related to its operations.

5. PARKING. RCA shall have the right to use the parking area located at the Facility in connection with the use of the Premises for its operations.

6. UTILITIES. RCRCD shall make all arrangements for the provision of and pay for all utilities necessary for RCA’s occupancy and use of the Premises. It is hereby acknowledged that the costs of such services shall be included as part of RCRCD’s reasonable expenses which will be addressed through the rent amount.

7. SIGNS. RCA may (a) at its sole cost and after written approval from RCRCDD, keep and maintain signs on the Premises throughout the Term of this Lease Agreement. RCA shall not erect or install any sign in the Premises in violation of any applicable law, ordinance, rule or regulation of any governmental agency.

8. MAINTENANCE AND REPAIR. Except as otherwise specifically provided herein, as between RCRCDD and RCA, RCA, at its sole cost and expense, shall be responsible for the maintenance, repair and upkeep of the Premises, including the maintenance, repair, replacement and alteration of the interior and exterior of the Premises and all fixtures, equipment, components and systems that are a part of the Premises or necessary to and for RCA's use and occupancy of its Premises.

9. ALTERATIONS AND IMPROVEMENTS. RCA shall not have the right to make alterations and improvements to the Premises unless the following terms and conditions have been met:

a. No alterations or improvements made by RCA shall in any way impair the structural stability of the Premises.

b. RCA shall request RCRCDD's approval prior to making any alterations or improvements and all alterations or improvements must be approved in writing by RCRCDD.

c. RCA shall keep the Premises and every part of the Premises free and clear of any mechanic's lien or materialmen's liens arising out of the construction of any such alterations or improvements and further agrees to hold RCRCDD harmless from any liability or liens therefor.

d. All alterations and improvements that are permanently affixed to the Premises shall become the property of the RCRCDD and shall remain on and be surrendered with the Premises at the expiration or sooner termination of this Agreement or any extension of this Agreement.

e. RCA's personal property and its trade fixtures, including machinery, equipment, and furnishings, shall remain the property of RCA and may be removed by RCA at any time during the Term or upon the expiration or sooner termination of this Agreement (including any extension term). Any personal property, trade fixtures, or equipment not removed by RCA within sixty (60) days after the termination of this Agreement or any extension thereof, shall automatically become the property of the RCRCDD. RCA shall repair any damage to the Premises caused by RCA's removal of its personal property, trade fixtures, or equipment.

10. INSURANCE AND INDEMNIFICATION

a. To the extent permitted by law, RCA shall indemnify, defend, and hold harmless RCRCDD, its officers, officials, employees and agents from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) due to bodily injury, including death, to any person, or loss or damage (including loss of use) to

any property, caused by the negligence, gross negligence, or willful misconduct of RCA, its employees or agents, in connection with this Agreement, or its failure to comply with any of its obligations contained in this Agreement except for any loss or damage or portion of loss or damage that is caused by the negligence, gross negligence, or willful misconduct of RCRC.

b. To the extent permitted by law, RCRC shall indemnify, defend and hold harmless RCA, its officers, officials, employees and agents from and against any and all liability, loss, damage, expense, costs (including without limitation, costs and fees of litigation) due to bodily injury, including death, to any person, or loss or damage (including loss of use) to any property, caused by the negligence, gross negligence, or willful misconduct of RCRC, its employees or agents in connection with this Agreement, or its failure to comply with any of its obligations contained in this Agreement, or arising out of its ownership of the Premises, except for any loss or damage or portion of loss or damage that is caused by the negligence, gross negligence, or willful misconduct of RCA.

11. TERMINATION OF AGREEMENT. This Agreement shall continue until any of the following occur:

a. Expiration of the term of this Agreement;

b. Mutual agreement of the parties hereto to terminate this Agreement; or

c. Any default or breach of this Agreement by either party hereto which has not been cured within thirty (30) days after notice of such default by the other party, or such later time as is reasonably necessary, as mutually agreed upon by both parties hereto, if the default cannot be reasonably cured within such a thirty (30) day period. The non-defaulting party shall be entitled to all rights and remedies available under law and equity.

12. ACCEPTANCE. RCA hereby accepts possession of the Premises in an AS-IS, WHERE-IS CONDITION and RCRC makes no representations or warranties regarding the suitability of the Premises for RCA's intended operations.

13. QUIET ENJOYMENT. If and so long as RCA shall keep all the covenants and agreements required by it to be kept under this Agreement, RCRC covenants and agrees that it and anyone claiming by through or under RCRC shall not interfere with the peaceful and quiet occupation and enjoyment of the Premises by RCA.

14. RIGHT OF ENTRY UPON PREMISES. RCRC and its agents and employees shall have the right to enter upon the Premises at all reasonable times. to inspect the same to determine if RCA is performing the covenants of this Lease Agreement on its part to be performed, to post such reasonable notices as RCRC may desire to protect its rights and property, and to perform service and maintenance pursuant to its obligations under this Lease Agreement.

15. COMPLIANCE WITH LAWS, ORDINANCES, AND RULES. RCA agrees to conform to and not violate any applicable laws, ordinances, rules, regulations, and requirements of federal, state, county, municipal, or other governmental authorities and the

various departments thereof now existing or hereinafter created affecting RCA's use and occupancy of the Premises.

16. **CONDITION OF PREMISES UPON SURRENDER.** When RCA vacates the Premises at the expiration of the Term or earlier termination of this Agreement, whichever occurs first, RCA shall leave the Premises in the same condition as when RCA received possession, ordinary wear and tear, damage by fire or other casualty, or condemnation excepted.

17. **NON-WAIVER.** Any waiver of any breach of covenants or conditions herein contained to be kept and performed by either party shall be effective only if in writing and shall not be deemed or considered as a continuing waiver. Any waiver shall not operate to bar or prevent the waiving party from declaring a forfeiture or exercising its rights for any succeeding breach of either the same or other condition or covenant.

18. **NOTICES.** Notices given under the terms of this Lease Agreement must be in writing and shall be deemed properly served if such notice is hand delivered or mailed by certified mail, return receipt requested, addressed to the other party at the following address, or such other address as either party may, from time to time, designate in writing:

RCRCD:

Riverside-Corona Resource Conservation District
4500 Glenwood Drive, Building A
Riverside, CA 92501
Attn: Ms. Shelli Lamb, District Manager

RCA:

Western Riverside County Regional Conservation Authority
4080 Lemon Street, 12th Floor
P.O. Box 1605
Riverside, CA 92501
Attn: Ms. Carolyn Syms Luna, General Manager

Notice mailed in accordance with the provisions hereof shall be deemed to have been given as to the date of hand delivery or the third business day following the date of such mailing, whichever is earlier.

19. **ENTIRE AGREEMENT.** This Lease Agreement contains the sole and only agreement of the parties. Any prior agreements, promises, negotiations or representations not expressly set forth in this Lease Agreement are of no force or effect.

20. **HOLDING OVER.** If RCA shall hold over the Premises, after expiration of the Term or any extension thereof, such holding over shall be construed to be only a tenancy from month to month subject to all of the covenants, conditions and obligations contained in this Agreement provided, however, that nothing in this paragraph shall be construed to give RCA any

rights to so hold over and to continue in possession of the Premises without the consent of RCRCDD.

21. AMENDMENT. This Agreement, including any exhibits hereto, shall not be amended, except in writing signed by the parties. Any amendment or addendum to this Agreement shall expressly refer to this Agreement.

22. GOVERNING LAW. This Agreement shall be deemed to have been entered into in the State of California and all questions concerning validity, interpretation or performance of any of its terms or conditions or any rights or obligations of the parties hereto, shall be governed by and resolved in accordance with the laws of the State of California.

23. SUBLEASE. This Agreement is subject to the terms and conditions of the Cooperative Agreement, dated April 19, 2002, by and between RCRCDD and the Natural Resources Conservation Service, United States Department of Agriculture, and any/all addenda thereto.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures the day and year first above written.

RIVERSIDE-CORONA RESOURCE
CONSERVATION DISTRICT,
a public agency

WESTERN RIVERSIDE COUNTY
REGIONAL CONSERVATION
AUTHORITY, a public agency

By _____
Alfred Bonnett,
President

By _____
Robin Reeser Lowe
Chairperson

Regional Conservation Authority

July 12, 2004

POLICY CALENDAR – AGENDA ITEM NO. 7.6

**Consideration and Possible Approval of Ordinance No. 04-01
Authorizing the Acceptance of Property by the RCA and the
Execution of a Certificate of Acceptance Related Thereto**

Regional Conservation Authority

Consideration and Possible Approval of Ordinance No. 04-01 Authorizing the Acceptance of Property by the RCA and the Execution of a Certificate of Acceptance Related Thereto

Staff Contact:

**Best Best & Krieger, Legal Counsel
(909) 686-1450**

Background: No written material.

Staff Recommendation: Approve Ordinance No. 04-01 authorizing the acceptance of property by the RCA and the execution of a Certificate of Acceptance thereto.

Attachment: Ordinance No. 04-01

ORDINANCE NO. 04-01

WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY
ORDINANCE ACCEPTING A DONATION OF 63 ACRES OF PROPERTY IN THE
HIGHGROVE AREA OF RIVERSIDE COUNTY AND AUTHORIZING THE GENERAL
MANAGER TO EXECUTE A CERTIFICATE OF ACCEPTANCE THEREFOR

PREAMBLE

The Western Riverside County Regional Conservation Authority (“Authority”) is a public agency of the State of California formed by a Joint Exercise of Powers Agreement effective January 5, 2004 (“Agreement”). Pursuant to Section 3.D. of the Agreement, the Authority has the power, in carrying out the purposes of the Agreement, to acquire property and any interest in property, both real and personal by purchase, gift, option, grant, bequest, devise or otherwise, and hold and dispose of such property. Pursuant to Section 17 of the Agreement, the laws of the State of California applicable to the County of Riverside govern the Authority in the manner of exercising its powers. Pursuant to Government Code section 25355, the Authority may accept any gift or bequest made to or in favor of it for any public purpose. Also pursuant to Government Code section 25355, the Authority may delegate to any officer or employee the power to accept any gift, bequest, or devise made to or in favor of the Authority for any public purpose.

The Western Riverside County Regional Conservation Authority ordains as follows:

SECTION 1. AUTHORITY. This Ordinance is enacted, in part, pursuant to the provisions of Government Code section 25355.

SECTION 2. ACCEPTANCE OF DONATION. The Authority hereby accepts the donation of 63 acres in the Highgrove Area of Riverside County as shown on the attached exhibit “A” (“Donated Property”).

SECTION 3. AUTHORITY TO EXECUTE CERTIFICATE OF ACCEPTANCE. The Authority hereby authorizes its General Manager to execute a Certificate of Acceptance of the Donated Property.

SECTION 4. FINDING OF PUBLIC PURPOSE. The Donated Property is accepted to assist in the implementation of the requirements of the Western Riverside County Multiple Species Habitat Conservation Plan to enhance and maintain biological diversity and ecosystem processes through the establishment of dedicated conservation areas.

July 12, 2004

By:

Robin Reeser Lowe, Chairperson
Western Riverside County
Regional Conservation Authority

ATTESTED:

By: _____

Regional Conservation Authority

July 12, 2004

POLICY CALENDAR – AGENDA ITEM NO. 7.7

**Board Workshop: Riverside County Economic
Development Agency (Brian Smith, Brian Beck, Patricia
Lock Dawson, Best, Best, Krieger)**

**Items: Land Acquisition and Funding; Process and
Prioritization; Discussion of an Ordinance Establishing
Property Acquisition Policy**

Regional Conservation Authority

**Board Workshop
Land Acquisitions and Priorities**

Staff Contact:

**Carolyn Syms Luna
(909) 955-6742**

Background: At the June 7, Board meeting, Chairperson Lowe requested that staff facilitate a Board Workshop addressing the County's land acquisition efforts concerning the MSHCP. Additionally, Chairperson Lowe asked staff to report back with some ideas regarding land acquisition priorities for the Funding Coordination Committee to consider.

Staff will address these matters in a PowerPoint presentation at today's Board meeting. Copies of the PowerPoint presentation will be available at the meeting.