

*Regional Conservation Authority***AMENDMENT TO THE COOPERATIVE AGREEMENT BETWEEN THE
WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY
AND THE SANTA ANA WATERSHED ASSOCIATION FOR MONITORING****Staff Contact:****Honey Bernas
Director of Administrative Services
(951) 955-2842****Background:**

To support the Biological Monitoring Program required by Section 5 of the MSHCP, the RCA uses "as needed" contract staff to perform field surveys and species counts. Currently in place is an agreement with Environmental Careers Organization Inc. ("ECO"), Boston, MA for such services. In November 2005, RCA also contracted with the Santa Ana Watershed Association ("SAWA") to provide similar services through June 30, 2007 ("Cooperative Agreement"). SAWA is a local, non-profit organization involved in a variety of projects designed to improve the Santa Ana River. It is composed of four Resource Conservation Districts, the Orange County Water District, and several other participating agencies. It is anticipated that SAWA will replace ECO for the monitoring program by November 2006.

The current SAWA agreement is for \$524,000 through June 2007. By June 30, 2006, RCA will have spent approximately \$419,000 under this contract. However, due to significantly increased monitoring requirements to implement the Plan, including RCA commissioned Burrowing Owl surveys, the SAWA staff grew to 21. It is anticipated that personnel will continue to increase to approximately 29 staff members. Thus, the Biological Monitoring Program Administrator is requesting additional funds of \$1,270,000 for the SAWA Cooperative Agreement. The higher contract expense is included in our FY 2006-07 budget.

Staff Recommendation:

That the Administrative Committee recommend that the Board approve the Amended Cooperative Agreement between the RCA and SAWA to provide monitoring staff on an "as needed" basis through June 30, 2007 with an increase of \$1,270,000, and authorize staff to agendize this matter for the June 12, 2006 meeting of the RCA Board of Directors.

Agenda Item 11 Staff Report

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May 12, 2006

FINANCIAL INFORMATION	
Fiscal Year 2006-07 Budget: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Cost: \$ 1,270,000.00 Annual Cost: \$ N/A
Source of Funds: Habitat Conservation Fund Tipping Fees	Budget Adjustment: No From To
Approved by:	Date:

Attachment:

Proposed Amendment to Agreement between the RCA and SAWA.

COOPERATIVE AGREEMENT
BETWEEN THE
SANTA ANA WATERSHED ASSOCIATION
AND THE
WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY

Subject: Staff for the MSHCP Biological Monitoring Program

THIS AMENDED AGREEMENT ("Agreement"), is effective the first (1st) day of July, 2006, by and between the Santa Ana Watershed Association, hereinafter called "**SAWA**", and the Western Riverside County Regional Conservation Authority, hereinafter called "**RCA**", for an amount not to exceed \$1,270,000, through June 30, 2007.

Purpose:

SAWA is to sub-contract employees to the RCA for the purpose of assisting with the implementation of the Biological Monitoring Program for the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP).

Therefore, SAWA and RCA deem it mutually beneficial to cooperate in this understanding, and hereby agree as follows:

I. SAWA agrees:

A. To provide the following services and deliverables under this Agreement:

1. Hire fulltime and part-time SAWA staff to carry out biological monitoring activities for RCA as further identified and described in the Scope of Work, Attachment A, during the term of this Agreement ("SAWA Staff"). The SAWA Staff to be sub-contracted to the RCA will be identified or approved by the Monitoring Program Administrator (also referred to as "RCA liaison").
2. Offer benefits and retirement packages to selected SAWA Staff as agreed upon by the RCA. Salary ranges, benefits, and overhead will follow the rates shown in Attachment B.

B. To designate the following individual as liaison between SAWA and RCA:

Renee Latu, Executive Director
25864-K Business Center Dr.
Redlands, CA 92374
909-799-7407 ext 105 phone
909-799-1438 fax

C. Provide Worker's Compensation insurance that meets the requirements of Section 3700 of the Labor Code of California which requires every employer to be insured against liability for worker's compensation, or to undertake self-insurance in accordance with such provisions. SAWA agrees to comply with such provisions before commencing the performance of the work under this Agreement.

D. To complete and submit, not more frequently than monthly, invoices with supporting documentation, sent directly to the local RCA contact as designated in this agreement. The local RCA contact is:

Honey Bernas, with a copy to Ken Graff
Western Riverside County
Regional Conservation Authority
4080 Lemon Street, 12th Floor
P.O. Box 1667
Riverside, CA 92502-1667
951-955-8805 phone
951-955-8873 fax

II. RCA agrees:

A. To designate the following person as liaison between SAWA and RCA:

Yvonne Moore
California Department of Fish and Game
4500 Glenwood Drive, Bldg C
Riverside, CA 92501-3042
951-248-2552 phone
951-782-4847 fax

B. Reimburse SAWA for work completed by SAWA Staff upon receipt of a properly completed invoice with supporting documentation, not more frequently than monthly, at the rates set forth in Attachment B. The total compensation provided pursuant to this Agreement shall not exceed one million two hundred seventy thousand dollars (\$1,270,000).

(i) SAWA shall not be reimbursed for any expenses unless authorized in writing by RCA.

- C. To provide the direct supervision of the SAWA Staff performing monitoring activities described in the Scope of Work, Attachment A.
- D. To allow use by SAWA of no more than three (3) fulltime SAWA Staff for a total of four (4) weeks (not necessarily consecutive) to perform tasks described in Scope of Work, Attachment A for the benefit of SAWA. The scheduling of SAWA Staff on SAWA tasks will be coordinated ahead of time with the RCA liaison and with at least two (2) weeks notice so that it does not greatly interfere with monitoring activities. SAWA Staff will work under the direct supervision of SAWA during the four (4) weeks described in this section and SAWA will not invoice RCA for reimbursement of SAWA Staff time for work on SAWA tasks.

III. It is mutually agreed:

- A. The payment of funds as described in this Agreement by RCA is contingent upon the continuing availability of such funds through RCA's normal budget process.
- B. This Agreement will remain in force until June 30, 2007, unless otherwise terminated as provided below. This Agreement may be modified and/or extended upon mutual written consent of the parties.
- C. Either party shall have the right to terminate this Agreement upon thirty (30) days advanced written notice to the other party. Upon termination SAWA shall be compensated for those services which have been rendered to RCA through the date of termination.

IV. Additional Provisions.

- A. Independent Contractor. RCA retains SAWA on an independent contractor basis and SAWA Staff are not employees of RCA. SAWA shall pay all wages, salaries and other amounts due such personnel in connection with their performance of services pursuant to this Agreement and as required by law.
- B. Accounting Records. RCA and SAWA shall maintain complete and accurate records with respect to all costs and expenses incurred and fees charged and paid under this Agreement. Such records shall be retained by the parties for at least three (3) years following termination of this Agreement, and each party shall have access to the other party's records for the purpose of examination or audit upon reasonable notice to the other party.
- C. Ownership of Materials. All ideas, memoranda, specifications, plans, procedures, studies, drawings, estimates, descriptions, computer program data, input record data, written information, and other documents and data or works of authorship fixed in any tangible medium ("Documents and Data")

prepared or developed by SAWA Staff under this Agreement shall be the property of RCA. RCA shall have and retain all right, title and interest in such Documents and Data.

- D. Confidentiality. Documents and Data created by or provided to SAWA or SAWA Staff shall not, without the prior written consent of RCA, be used by SAWA or SAWA Staff for any purposes other than the performance of this Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of this Agreement. Nothing furnished to SAWA or SAWA Staff which is otherwise known by them or is generally known, or has become known, to the related industry shall be deemed confidential.
- E. Indemnification.
- (i) **SAWA Responsibilities**. SAWA agrees to indemnify and hold harmless RCA, its officers, agents, consultants, and employees from any and all claims, demands, costs or liability arising from or connected with all activities governed by and services to be provided pursuant to this Agreement, due to negligent acts, errors or omissions or willful misconduct of SAWA. SAWA will reimburse the RCA for any expenditures, including reasonable attorneys' fees, incurred by RCA, in defending against claims ultimately determined to be due to negligent acts, errors or omissions or willful misconduct of SAWA.
- (ii) **RCA Responsibilities**. RCA agrees to indemnify and hold harmless SAWA, its officers, agents, consultants, and employees from any and all claims, demands, costs or liability arising from or connected with all activities governed by and services to be provided pursuant to this Agreement, due to negligent acts, errors or omissions or willful misconduct of RCA. RCA will reimburse SAWA for any expenditures, including reasonable attorneys' fees, incurred by SAWA, in defending against claims ultimately determined to be due to negligent acts, errors or omissions or willful misconduct of RCA.
- F. Governing Law. This Agreement shall be governed by and construed with the laws of the State of California.
- G. Attorneys' Fees. If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and costs of suit.
- H. Time of Essence. Time is of the essence for each and every provision of this Agreement.
- I. Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes any previous agreements or understandings.

- J. Severability. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- K. Notices. A party giving notice as required under this Agreement shall provide for personal delivery of such notice or shall send notice by United States mail, postage prepaid, to the SAWA or RCA liaison, respectively, at the addresses provided above.
- L. Supersedes: This Amended Agreement will supersede the Cooperative Agreement dated November 8, 2005. Accordingly, the November 8, 2005 Cooperative Agreement will terminate on June 30, 2006.

SANTA ANA WATERSHED ASSOCIATION

By: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

Western Riverside County Regional Conservation Authority

By: _____
Kelly Seyarto

ATTEST:

Title: Chairman

By: _____
Honey Bernas
Clerk of the Board

Date: _____

Approved as to Form:

By: _____
Best, Best & Krieger,
General Counsel to RCA

Attachment A Scope of Work

1. SAWA agrees to provide the RCA with the services of technical and non-technical staff (e.g., GIS analyst, database manager, field biologist, office assistant, etc.) to support the collection, compilation, analyses and management of scientifically based data and research on species, habitats, and natural communities.
2. The services shall occur in the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) Planning Area, and adjacent Counties if needed for training purposes.
3. The services shall be provided as determined by the RCA liaison (also referred to as "Monitoring Program Administrator") and in coordination with the RCA.
4. Scope of Work

A. Work to be Performed

The RCA has the objective to conduct baseline inventory and long-term monitoring of MSHCP Covered Species and Habitats. This Agreement is intended to assist the RCA in implementing the MSHCP Biological Monitoring Program under the guidance of the Monitoring Program Administrator.

The SAWA will provide the RCA with technical and non-technical staff to support inventory, monitoring, and assessment activities on MSHCP Covered Species and Habitats.

The Monitoring Program Administrator will work closely with the RCA to facilitate appropriate and timely assignments of personnel as needed by the MSHCP Biological Monitoring Program. Under the guidance of the RCA and supervision of the Monitoring Program Administrator, duties of staff will include, but not be limited to the following:

Biologists

- Assist with and/or lead the development and testing of protocols for Covered Species and Vegetation communities
- Assist with and/or lead the development of long-term monitoring strategies capable of estimating population trends for selected species in the MSHCP
- Assist with and/or lead the training of field crews on data collection protocols and species identification
- Oversee field crews on the accurate and reliable collection of data on sensitive species and/or participate in biological field work under the direction of other biologists
- Coordinate with personnel from other agencies on field activities, data collection, and protocols
- Prepare field forms, maps, and field supplies for field surveys
- Identify, prepare, and maintain field equipment, including vehicles

- Enter data into a specified database and perform quality control of data collected
- Perform simple data analysis
- Write reports on field survey efforts, interim results, and recommendations for modification of methodology
- Tasks that will be performed by the three (3) staff members during the four (4) weeks under SAWA's direct supervision will include, but not be limited to the following: vireo assessments, other avian species assessments, brown-headed cowbird trapping, contractor monitoring, and various other field work

Office Assistants

- Maintain the office inventory and re-order office and field supplies
- Oversee the servicing, maintenance, cleaning, and checking-out of vehicles
- File, copy, fax, mail and/or organize office documents
- Run errands as needed
- Take notes at meetings
- Answer phones
- Provide general clerical support to all staff

Data Managers and Webpage support

- Assist and train field biologists in data collection efforts, particularly with regards to electronic data entry on handheld computers, and the downloading and managing of such data
- Develop electronic field forms and maintain electronic equipment
- Maintain and modify an existing database that houses data collected on both paper and electronically; manage data query requests
- Assist in the development, implementation, and maintenance of the Biological Monitoring Program web pages
- Oversee data entry, management and preliminary analyses of species and habitat distribution and abundance data.
- Maintain computer hardware and software necessary for data collection, processing, management, and storage.
- Assist in providing GIS mapping support, including the digitizing and development of spatial data coverages for use in ARCGIS.

GIS Analysts/Specialists

- Use GIS, computer cartography, and spatial analytical techniques to create and analyze spatial and non-spatial data sets to support Monitoring Program activities.
- Provide GIS mapping support, including the digitizing and development of spatial data coverages for use in ARCGIS.
- Research and compile data from the Western Riverside County MSHCP for the purposes of preparing maps, diagrams, exhibits and reports.
- Maintain computer hardware and software necessary for data collection, processing, management, and storage.
- Prepare maps for biologists working in the field and for reports
- Use spatial modeling techniques to identify suitable habitat and potential areas of species occurrences

- Research and compile data from the Western Riverside County MSHCP for the purposes of preparing maps, diagrams, exhibits and reports.
- Use GIS to develop new approaches incorporating geospatial data into Monitoring Program Activities.
- Work in cooperation with the entire Monitoring Program staff to ensure that GIS needs are met.

Some of the activities to be conducted will require a valid California Drivers License, physical capability and endurance to conduct field work and research on wildlife and their habitats, often in remote settings, and willingness to work as part of an interdisciplinary team. Specific duties to be performed will be described in advance on a case-by-case basis for each assistant's services.

B. Schedule of Completion Dates

<u>Activity/Task</u>	<u>Scheduled Completion Date</u>
Year 2 field assistance and service	June 30, 2007

C. Reports

Reports may be required as part of this agreement that will be specifically tasked as a project activity by the Monitoring Program Administrator. Reports will be produced as necessary to support field data collected by SAWA staff, and will be delivered to the Monitoring Program Administrator.

**Attachment B
 Rates**

Position Level	Hourly Rate	Annual Rate	S125 Plan (benefits)	Rate w/ 25% overhead charge	Monthly Invoice
Office Assistant	11.00	22,880	6,000	36,100.00	3,008.33
Technician (Part-time)	12.00	13,200		16,500.00	1,375.00
Biologist I	12.00	24,960	6,000	38,700.00	3,225.00
Biologist II	14.00	29,120	6,000	43,900.00	3,658.33
Biologist III	16.00	33,280	6,000	49,100.00	4,091.67
Biologist - Crew Lead I	18.00	37,440	6,000	54,300.00	4,525.00
Biologist - Crew Lead II	22.00	45,760	6,000	64,700.00	5,391.67
Lead Biologist I	24.00	49,920	6,000	69,900.00	5,825.00
Lead Biologist II	26.00	54,080	6,000	75,100.00	6,258.33
Lead Biologist III	28.00	58,240	6,000	80,300.00	6,691.67
GIS Analyst I	24.00	49,920	6,000	69,900.00	5,825.00
GIS Analyst II	26.00	54,080	6,000	75,100.00	6,258.33
Database Manager I	22.00	45,760	6,000	64,700.00	5,391.67
Database Manager II	24.00	49,920	6,000	69,900.00	5,825.00