



# ***Western Riverside County Regional Conservation Authority***

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## **Administrative Committee**

(Chairman Kelly Seyarto, Vice Chairman Jeff Stone, Past Chairman Robin Lowe,  
Marion Ashley, Bob Buster, John Machisic, Eugene Montanez)

## **AGENDA**

**Wednesday, July 12, 2006**

**1:00 p.m.**

**(or immediately following the WRCOG Administration and Finance  
Committee Meeting)**

**Riverside County Administrative Center  
12<sup>th</sup> Floor Conference Room A  
4080 Lemon Street  
Riverside, CA 92501**

*In compliance with the Americans with Disabilities Act and Government Code Section 54954.2, if special assistance is needed to participate in an Administrative Committee meeting, please contact the Clerk of the Board at (951) 955-9700. Notification of at least 48 hours prior to meeting time will assist staff in assuring that reasonable arrangements can be made to provide accessibility at the meeting.*

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. PUBLIC COMMENT** *(Members of the public can comment on any matters not on the agenda.)*
- 4. COMMITTEE MEMBER ANNOUNCEMENTS**
- 5. ADDITIONS/REVISIONS** *(The Committee may add an item to the Agenda after making a finding that there is a need to take immediate action on the item and that the item came to the attention of the Committee subsequent to the posting of the agenda. An action adding an item to the agenda requires 2/3 vote of the Committee. If there are less than 2/3 of the Committee Members present, adding an item requires a unanimous vote. Added items will be placed for discussion at the end of the agenda.)*
- 6. APPROVAL OF MINUTES** – May 10, 2006

**7. STRUCTURE AND FUNCTION OF RCA's STANDING COMMITTEES**

**Overview**

That the Administrative Committee:

1. Approve the proposed modifications to the subject committees, as noted in the staff report; and
2. Forward this item to the RCA Board of Directors on July 24, 2006 for final approval.

**8. PROFESSIONAL SERVICES AGREEMENT BETWEEN THE WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY AND PATRICIA LOCK-DAWSON FOR CONSULTING SERVICES**

**Overview**

That the Administrative Committee:

1. Approve the agreement between the Western Riverside County Regional Conservation Authority and Patricia Lock-Dawson;
2. Authorize the Chairman, pursuant to Legal Counsel review, to execute the agreement on behalf of the RCA Board; and
3. Forward this item to the RCA Board of Directors on July 24, 2006 for final approval.

**9. AMENDED COOPERATIVE AGREEMENT BETWEEN THE WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY AND SANTA ANA WATERSHED ASSOCIATION**

**Overview**

That the Administrative Committee:

1. Approve the amended cooperative agreement between the Western Riverside County Regional Conservation Authority and Santa Ana Watershed Association, increasing the contract amount to include \$1,270,000 for Fiscal Year 2006-07 as approved in the Biological Monitoring Program Work Plan and Cost Estimate;
2. Authorize the Chairman, pursuant to Legal Counsel review, to execute the agreement on behalf of the Authority; and
3. Forward this item to the RCA Board of Directors on July 24, 2006 for final approval.

**10. WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY STAFF RECLASSIFICATIONS**

**Overview**

That the Administrative Committee:

1. Approve the reclassifications effective August 3, 2006; and
2. Forward this item to the RCA Board of Directors on July 24, 2006 for final approval.

**11. WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY CRITERIA REFINEMENT CLARIFICATION POLICY**

**Overview**

That the Administrative Committee:

1. Approve the Criteria Refinement Clarification Policy; and
2. Forward this item to the RCA Board of Directors on July 24, 2006 for final approval.

**12. EXECUTIVE DIRECTOR'S REPORT**

**13. CALL BACK ITEMS**

**14. FUTURE AGENDA ITEMS:** *(Committee members are invited to suggest additional items to be brought forward for discussion.)*

**15. ADJOURNMENT** – The next Administrative Committee meeting is scheduled to be held at 1:00 p.m., or immediately following the WRCOG Administration and Finance Committee's meeting, on September 13, 2006, at the County Administrative Center, 4080 Lemon Street, 12<sup>th</sup> Floor Conference Room A, Riverside, California.

# **AGENDA ITEM 6**



# **Western Riverside County Regional Conservation Authority**

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## **Administrative Committee**

### **Minutes of Action Items**

**Wednesday, May 10, 2006  
1:00 p.m.**

#### **1. CALL TO ORDER**

The meeting of the Western Riverside County Regional Conservation Authority Administrative Committee was called to order by Chairman Kelly Seyarto at 1:00 p.m. in the 12th Floor Conference Room A at the County Administrative Center, 4080 Lemon Street, Riverside, California, 92501.

#### **2. ROLL CALL**

##### **Committee Members/Alternates Present**

Marion Ashley  
Bob Buster\*  
Robin Lowe\*  
John Machisic  
Eugene Montanez  
Kelly Seyarto  
Jeff Stone\*

##### **Staff Members**

Sharon Baker-Stewart  
Honey Bernas  
Steven De Baun  
Ken Graff  
Pat Egetter  
Rochelle Jensen  
Naty Kopenhaver  
Tom Mullen  
Joe Richards  
Michelle Ouellette

##### **Others Present**

Darcy Kuenzi  
Jason Plotkin

\*Arrived after start of the meeting.

## Administrative Committee Minutes

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May 10, 2006

### 3. PUBLIC COMMENTS

There were no public comments.

### 4. COMMITTEE MEMBER ANNOUNCEMENTS

There were no Committee member announcements.

### 5. ADDITIONS/REVISIONS

Tom Mullen, Executive Director, requested to pull Agenda Item No. 11, *Amendment to the Cooperative Agreement between the Western Riverside County Regional Conservation Authority and the Santa Ana Watershed Association for Monitoring*, from the agenda.

### 6. APPROVAL OF MINUTES

***M/S/C (MONTANEZ/MACHISIC) to approve the minutes of the April 12, 2006 meeting.***

### 7. CONSIDERATION AND POSSIBLE ADMINISTRATIVE COMMITTEE ACTION CONCERNING AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY AND PATRICIA LOCK-DAWSON FOR CONSULTING SERVICES

Tom Mullen informed the Committee that this item is to amend the hourly rate from \$65.00 to \$75.00 per hour due to increased expenses and there is no change in the total contract amount.

In response to Committee Member John Machisic's question if RCA has a mechanism in place to evaluate consultant agreements, Tom Mullen responded that the consultant must abide by the federal regulations in order for RCA to receive federal subsidies. He added that coordination of grants is one of the tasks that may be done in-house in the future.

***M/S/C (MONTANEZ/MACHISIC) to:***

- 1) Recommend that the RCA Board approve the Amendment to the Professional Services Agreement between the Western Riverside County Regional Conservation Authority and Patricia Lock-Dawson for consulting services increasing the hourly rate from \$65.00 to \$75.00 beginning July 1, 2006; and***

- 2) *Authorize staff to agendize this matter for consideration at the June 12, 2006 meeting of the RCA Board of Directors.*

**8. CONSIDERATION AND POSSIBLE ADMINISTRATIVE COMMITTEE ACTION CONCERNING SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY AND DUDEK & ASSOCIATES, INC.**

Joe Richards, Deputy Executive Director, stated that the proposed amendment to the Dudek & Associates, Inc., contract extends the term from 2006 to 2011 and provides a 5% annual escalation factor.

***M/S/C (ASHLEY/MONTANEZ) to:***

- 1) *Recommend that the Board approve the Second Amendment to the Agreement with Dudek & Associates for the amounts and terms listed from July 1, 2006 to June 30, 2011, as noted in the staff report; and*
- 2) *Authorize staff to agendize this matter for consideration at the*
- 3) *June 12, 2006 meeting of the RCA Board of Directors.*

**9. CONSIDERATION AND POSSIBLE ADMINISTRATIVE COMMITTEE ACTION CONCERNING AN AMENDMENT TO THE SUB-LEASE AGREEMENT BETWEEN THE WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY AND THE RIVERSIDE-CORONA RESOURCE CONSERVATION DISTRICT**

Tom Mullen said that the sublease is for office space for the California Department of Fish and Game, who acts as RCA's Monitoring Program Administrator. The amendment provides an increase in office space to accommodate additional staff and expanded activities.

***M/S/C (MONTANEZ/MACHISIC) to:***

- 1) *Recommend that the Board approve the Amendment to the Sub-Lease Agreement between the RCA and the RCRCD concerning facilities; and*
- 2) *Authorize staff to agendize this matter for consideration at the June 12, 2006 meeting of the RCA Board of Directors.*

**10. CONSIDERATION AND POSSIBLE ADMINISTRATIVE COMMITTEE ACTION CONCERNING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY AND JACOBS ENGINEERING TO DEVELOP THE SAMP AND MSAA**

Tom Mullen informed the Committee that the proposed agreement with Jacobs Civil, Inc., will provide technical support to the RCA during the development and implementation of the Special Area Management Plan (SAMP) and Master Streambed Alternation Agreement (MSAA). The total cost of the agreement is \$64,800 and RCA, TLMA, RCTC and Flood Control will equally share the total cost of the contract.

***M/S/C (STONE/MONTANEZ) to:***

- 1) Recommend the Board to consider the agreement and authorize the Executive Director to enter into an agreement with Jacobs Civil, Inc., to provide technical support on an "as needed" basis through November 30, 2007 with a "not to exceed" amount of \$64,840; and***
- 2) Authorize staff to agendize this matter for the June 12, 2006 meeting of the RCA Board of Directors.***

**11. CONSIDERATION AND POSSIBLE ADMINISTRATIVE COMMITTEE ACTION CONCERNING AN AMENDMENT TO THE COOPERATIVE AGREEMENT BETWEEN THE WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY AND SANTA ANA WATERSHED ASSOCIATION FOR MONITORING**

This item was pulled from the agenda.

**12. EXECUTIVE DIRECTOR'S REPORT**

There was no report from the Executive Director.

**13. CALL BACK ITEMS**

There were no call back items.

**14. FUTURE AGENDA ITEMS:** *(Committee members are invited to suggest additional items to be brought forward for discussion.)*

There were no requests for future agenda items.

At this time, the Committee adjourned to Closed Session.

**15. CLOSED SESSION:**

**Conference with Real Property Negotiator  
Pursuant to Government Code Section 54956.8**

**15.1 Property:** Assessor's Parcel Numbers 579-420-011, 579-420-012, 579-420-013, 579-420-014, 579-420-015, 579-420-016, 579-420-017, 579-420-018, 579-420-020, 579-420-021, 579-420-022, 579-420-023, 579-430-008, 579-430,009, 579-430-010, 579-430-011, 579-430-012

**Negotiating Parties**

**Agency Negotiator:** Director of Land Acquisition and Property Mgt. or Designee  
**Property Agent:** Frank H. Walker and Cathy A. Walker  
**Under Negotiation:** Price/Terms

Board Members Buster, Lowe and Stone recused themselves from discussion and action on Closed Session Agenda Item No. 15.2, due to possible conflict of interest.

**15.2 Property:** Assessor's Parcel Numbers 413-030-026, 413-040-019, 413-040-021, 413-040-022, 413-160-010, 413-160-013, 413-160-014, 413-160-016, 413-170-038, 413-170-040, 413-170-041, 413-170-042, 413-170-044, 413-170-046, 413-170-047, 413-170-048, 413-170-049, 413-170-051, 413-180-027, 413-180-030, 413-180-031, 413-200-041, 413-200-045, 413-200-049, 413-200-050,

**Negotiating Parties**

**Agency Negotiator:** Director of Land Acquisition and Property Mgt. or Designee  
**Property Agent:** Oak Valley Partners  
**Under Negotiation:** Price/Terms

There were no announcements on the Closed Session items.

**16. ADJOURNMENT**

With no other items before the Administrative Committee, Chairman Seyarto adjourned the meeting at 1:39 p.m. The next meeting is scheduled to be held at 1:00 p.m. on June 14, 2006, or immediately following the WRCOG Administrative and Finance Committee meeting, at the County Administrative Center, 4080 Lemon Street, 12<sup>th</sup> Floor Conference Room A, Riverside, California.

Respectfully submitted,



Honey Bernas  
Clerk of the Board

# **AGENDA ITEM 7**

*Regional Conservation Authority*

**STRUCTURE AND FUNCTION OF STANDING COMMITTEES**

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**Staff Contact:** Joe Richards, Deputy Executive Director  
(951) 955-9700

**Background:**

Due to the complexities of the MSHCP, various committees were created to offer expert/“third party” input to the Board and Executive Director. The committees also provide forums for the wildlife agencies to participate in acquisition, funding and management decisions relating the MSHCP. However, after two years, Staff believes it is time to re-visit the structures and roles of these committees and consider some modifications.

As a starting point, Staff would offer the following general observations regarding committees:

1. It is difficult to get a quorum for committees that meet on an infrequent basis, i.e., semi-annually or quarterly.
2. Committee memberships are not aligned fully with the roles expressed in the Plan:
  - a. The roles are very broad; or,
  - b. The roles are so defined that they blur the line between staff and committee functions and tend to micro-manage the process.

Staff suggests the following changes that we believe will streamline decision-making and fortify the Plan’s goals.

**ADMINISTRATIVE COMMITTEE**

**What the Plan Says**

The Plan does not address this committee. It is authorized by the RCA By-laws to consider personnel and budget matters.

### Summary of Existing Structure and Function:

- Role: Administrative oversight of RCA.
- Membership: 7 members, at least 2 but no more than 3 from the County.
- Meeting Frequency: Monthly.

### Recommendation:

The Administrative Committee is the only advisory group with a regularly scheduled meeting. It is made up of seven RCA Board members and makes recommendations regarding personnel, administrative and budget matters to the full Board. However, staff believes it could be restructured to take on a pivotal role with respect to MSHCP policy matters and provide guidance on a broad range of issues. We suggest the following:

1. Role: Change the title of the committee to the "Executive Committee" and fold in the responsibilities of the Funding Coordination Committee (FCC).
2. Membership: No change for regular meetings; invite the wildlife agencies to participate twice yearly in a funding and acquisition strategy session (see below).
3. Meeting frequency: No change for regular meetings; add two workshops per year for funding and acquisition strategy (see below).

### **FUNDING COORDINATION COMMITTEE**

### What the Plan Says:

- Provide input on local funding priorities including identifying priority areas for acquisition and local MSHCP Conservation Area acquisitions.
- Members shall be appointed by the RCA and consist of representatives from the Wildlife Agencies and the RCA.
- All Planning Directors from the County and Cities shall receive prior notice of all meetings and a list of potential acquisition sites.
- Advise the RCA through the Executive Director on local funding priorities and Additional Reserve Lands acquisitions, prioritizing areas for conservation.
- Forum to discuss Wildlife Agencies land acquisition priorities and keep the RCA informed on acquisitions by non-local sources.
- The RCA shall establish policies, under which the Funding Coordination Committee shall make recommendations to the RCA. Such policies shall include conflict of interest guidelines for the Committee members.

### Summary of Existing Structure and Function:

- Role: Provide input on funding priorities and land acquisition plans.

- Existing Membership: Formed and appointed by RCA Board. Members include Board appointed members and Wildlife Agencies. Planning Directors invited.
- Meeting Frequency: Not stated.

### **Recommendation:**

The basic role of the FCC is to advise the Board on funding and land acquisitions. With some fine-tuning, this could be accomplished by the Administrative Committee (Executive Committee). In addition, it is not advisable to widely distribute and openly discuss site-specific land acquisitions.

Staff recommends the following:

1. As indicated above, fold the role and responsibilities of the FCC into the Executive Committee by holding **two** "land acquisition and funding strategy" meetings each year (say one in January and one in July). The strategy sessions would not discuss specific acquisition sites but address target areas or types of habitats needed to remain in rough step.
2. Include the Wildlife Agencies and Planning Directors as participants in "land acquisition and funding strategy" meetings.

### **RESERVE MANAGEMENT AND OVERSIGHT COMMITTEE**

#### **What the Plan Says:**

- Intermediary between the "on the ground" MSHCP activities conducted by the Reserve Managers and others and the decision-making function of the RCA.
- The RCA Executive Director shall serve as the chair of the RMOC.
- The RMOC shall be composed of a representative of each of the following: USFWS, CDFG, Riverside County Regional Parks and Open Space District, Bureau of Land Management, United States Forest Service, California Department of Parks and Recreation, Riverside County Flood Control and Water Conservation District, County of Riverside and Cities if applicable, and up to five other private or public agencies or entities that own or manage land within the MSHCP Conservation Area appointed by the RCA.
- RMOC representatives shall therefore be Regional Managers or equivalent.
- RMOC representatives shall also have appropriate expertise in land management.
- Duties of the RMOC shall be established by the Executive Director as necessary to ensure implementation of the Plan.
- Oversight duties of the RMOC shall include but not be limited to the following:
  - Oversee and direct implementation of the Reserve Management Plans as described in *Section 5.0* of this document, however, each agency that

owns property within the MSHCP Conservation Area shall have the ultimate responsibility for managing that property pursuant to the MSHCP.

- Implement the Adaptive Management Plan as set forth in *Section 5.2* of this document.
- Determine the format and timing of annual reports as required by *Section 6.11* of this Document.
- Review and provide input on reports prepared by Reserve Managers and the Monitoring Program Administrator.
- Monitor the MSHCP Conservation Area management and monitoring budget to ensure adequate funding.
- Provide annual written reports to the RCA Board of Directors and the Executive Director, including baseline assessments of Additional Reserve Lands.
- Coordinate implementation of the MSHCP Area Plans.
- Coordinate with Reserve Managers selected by the MSHCP Conservation Area property owners.

Advisory duties of the RMOC shall include but not be limited to the following:

- Provide biological, technical and operational expertise involving oversight of the MSHCP Conservation Area, including management, Adaptive Management procedures and Monitoring.
  - Provide recommendations to the Executive Director on Plan implementation.
  - Provide technical assistance to Reserve Managers and the Monitoring Program Administrator.
  - Assist fire protection entities in identifying and mapping potential fuel reduction zones or fire break locations, as well as access routes for fire equipment in the event of wildland fires that pose safety concerns, as set forth in *Section 6.4* of this document.
  - Assist Permittees in the implementation of the terms and conditions of the MSHCP, as Requested.
  - Assist the RCA in the development and implementation of financing strategies to maximize funding sources.
  - Distribute information regarding MSHCP Conservation Area acquisitions.
  - Assist in prioritizing management activities that benefit MSHCP Conservation Area with multiple ownerships.
- The RMOC shall meet, at a minimum, twice annually or more frequently as needed. The RMOC shall attempt to reach consensus on recommendations.

### **Summary of Existing Structure and Function:**

Role: Intermediary between reserve managers and Board; advise the RCA on the implementation of the reserve Management Plan and the Adaptive Management Plan.

Existing Membership: Exec. Director chairs - Wildlife Agencies, USFS, Flood Control, Parks, State Parks, BLM, 5 representatives of public and private entities that own and / or manage land in MSHCP conservation areas.

Meeting frequency: Twice annually.

**Recommendation:**

From the preceding text, it is apparent that the Plan generously assigns duties to the RMOC. It is also clear that the RMOC serves an important role. At the time the Plan was drafted, the RMOC was seen as focal point for reserve management oversight. However, we do not believe the RMOC can fulfill its responsibilities, much less offer practical guidance on management issues, by meeting only two or three times a year. Furthermore, the RCA has no authority to appoint Federal, State or regional government officials to a committee and mandate specific tasks.

Recognizing these limitations, staff believes that the RMOC duties should be evaluated from two perspectives: management practice and management policy.

In the end, we want to ensure, to the extent practical, that the “reserves” throughout the Plan are connected by a common management thread with respect to the 146 covered species. If that’s the case, then the goal should be to get the “reserve managers” and experts around the same table to discuss management practices. Furthermore, we believe the “RMOC” should have a stronger link to the monitoring program. After discussing the matter with legal counsel, however, we believe that any restructuring of RMOC would require a Plan amendment. The RMOC will require further study and consultation with the Wildlife Agencies. We will call meetings pursuant to the Plan.

**IMPLEMENTATION AND ADMINISTRATION GUIDELINES COMMITTEE**

**What the Plan Says**

The Plan does not address this committee. It is authorized by the RCA By-laws.

**Summary of Existing Structure and Function:**

Role: Review implementation process.

Membership: Stakeholders (property owners and environmental community) and government agencies.

Meeting Frequency: Quarterly.

**Recommendation:**

We suggest that this committee be appointed by the Board and include only representatives from the environmental community, building industry, and property owners. The Executive Director or designee would chair the meetings and facilitate

discussions. The committee should review implementation issues from a stakeholder perspective. The committee should meet at least twice, but no more than three times annually. From time to time the committee would make recommendations to the Board.

**CONCLUSION:** Staff believes that the recommended committee reconfigurations are functionally equivalent to the committees outlined in the Plan and Implementation Agreement. In other words, the responsibilities are the same but simply assigned differently. We also believe that the proposed modifications can be accomplished without an amendment to the Plan.

**Staff Recommendation:**

That the Administrative Committee:

1. Approve the proposed modifications to the subject committees; and
2. Forward this item to the RCA Board of Directors on July 24, 2006 for final approval.

FINANCIAL INFORMATION	
In Fiscal Year 2006-07 Budget: Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Cost: N/A Annual Cost: \$ N/A
Source of Funds: N/A	Budget Adjustment: No From To
Approved by:	Date:

# **AGENDA ITEM 8**

*Regional Conservation Authority*

**PROFESSIONAL SERVICES AGREEMENT  
 BETWEEN THE WESTERN RIVERSIDE COUNTY  
 REGIONAL CONSERVATION AUTHORITY AND  
 PATRICIA LOCK-DAWSON FOR CONSULTING SERVICES**

**Staff Contact:**

**Best, Best & Krieger, LLP  
 (951) 686-1450**

**Background:**

Patricia Lock-Dawson has been providing consulting services for grant coordination and other administrative services for the past two years. Ms. Lock-Dawson's current contract expired June 30, 2006. RCA staff is recommending renewal of her contract for an additional twelve month period, at an amount not to exceed \$100,000. The budget contains sufficient funds for this agreement in Fiscal Year 2006-07.

**Staff Recommendation:**

That the Administrative Committee:

1. Approve the Professional Services Agreement between the Western Riverside County Regional Conservation Authority and Patricia Lock-Dawson;
2. Authorize the Chairman, pursuant to Legal Counsel review, to execute said agreement on behalf of the Authority; and
3. Forward this item to the RCA Board of Directors on July 24, 2006 for final approval.

<b>FINANCIAL INFORMATION</b>	
In Fiscal Year 2006-07 Budget: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Cost: \$ 100,000.00 Annual Cost: \$ N/A
Source of Funds: Development Mitigation Fees	Budget Adjustment: No From To
Approved by:	Date:

**Attachment:**

Professional Services Agreement between RCA and Patricia Lock-Dawson

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE  
WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY  
AND PATRICIA LOCK-DAWSON  
TO PROVIDE CONSULTING SERVICES**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this \_\_\_ day of July, 2006 by and between the Western Riverside County Regional Conservation Authority, a joint powers agency, with its principal place of business at 4080 Lemon Street, Twelfth Floor, Riverside, California 92501 and Patricia Lock-Dawson (“Consultant”), an individual with her principal place of business at 5060 Castile Way, Riverside, California, 92507-5912. The RCA and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

**2. RECITALS.**

2.1 RCA: Western Riverside County Regional Conservation Authority (the “RCA”) is a joint power authority created pursuant to the provisions of the California Government Code section 6500 with its principal place of business at 4080 Lemon Street, Twelfth Floor, Riverside, California 92501.

2.2 Consultant. Consultant desires to perform and assume responsibility for the provision of certain professional services required by the RCA on the terms and conditions set forth in this Agreement.

2.3 Project. The RCA desires to engage Consultant to render grant program coordination and other administrative services for the RCA as set forth in this Agreement.

**3. TERMS.**

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant shall assist in performing comprehensive grant coordination and other administrative services as directed by the RCA Deputy Executive Director as outlined and specified in Exhibit A (“Services”), attached hereto and by this reference incorporated herewith. Services shall include, but not be limited to, any duties and responsibilities assigned by the RCA Deputy Executive Director. Work products associated with other objectives shall be as determined by the RCA Deputy Executive Director. All Services shall be subject to, and performed in accordance with, this Agreement and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from July 1, 2006 through June 30, 2007, unless earlier terminated as provided herein. Unless terminated as provided herein, this Agreement will automatically renew for one twelve month period, or until June 30, 2008.

### 3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. The RCA retains Consultant on an independent contractor basis and not as an employee. An independent contractor is not an employee of the RCA and as such, not entitled to the protections and benefits provided to RCA employees.

3.2.2 Schedule of Services. Consultant shall provide her Services to the RCA on an as needed basis, within the term of this Agreement.

3.2.3 RCA's Representative. The RCA hereby designates the RCA Deputy Executive Director, or his or her designee, to act as its representative for the performance of this Agreement. All invoices for Consultant shall be submitted to the RCA. The RCA Deputy Executive Director shall be responsible for directing Consultant's activities pursuant to this Agreement. The RCA Deputy Executive Director shall have the power to act on behalf of the RCA for all purposes under this Agreement.

3.2.4 Coordination of Services. Consultant agrees to work closely with the RCA Deputy Executive Director and RCA staff in the performance of Services and shall be available to RCA's Deputy Executive Director, staff, consultants and other staff at all reasonable times.

3.2.5 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant shall perform, at her own cost and expense and without reimbursement from the RCA, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein.

### 3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rate of \$75.00 per hour. The total compensation for the twelve month term of this Agreement shall not exceed one hundred thousand dollars (\$100,000). If automatic renewal of the Agreement occurs as provided in Section 3.1.2, the total additional compensation for that additional twelve month period shall not exceed one hundred thousand dollars (\$100,000). Reimbursable expenses shall include those normally

associated with the activities in support of grant coordination and other administrative services. Extra Work may be authorized, as described below; and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to the RCA a monthly statement for Services rendered by Consultant. Said compensation shall be paid in accordance with an invoice submitted to the RCA by Consultant within fifteen (15) days from the last day of each calendar month, and the RCA shall, within forty-five (45) days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Extra Work. At any time during the term of this Agreement, RCA may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by RCA to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from RCA's Representative.

### 3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all reimbursable expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the RCA during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 Insurance-Indemnification. Consultant shall indemnify and hold RCA, its respective directors, officers, agents, elected officials, employees and independent contractors free and harmless from any liability whatsoever, based or asserted upon any services of Consultant, her agents, employees, or subcontractors, arising out of or in any way relating to this Agreement, for property damage, bodily injury or death, or any other element of damage of any kind or nature whatsoever and resulting from any reason whatsoever arising from the performance of Consultant, her officers, agents, employees or subcontractors arising from this Agreement. Consultant shall defend at her sole expense, including but not limited to, attorney's fees and costs, RCA, its respective directors, officers, agents, elected officials, employees and independent contractors, in any legal action or claim of any kind based upon such alleged acts or omission.

3.5.1 Without limiting Consultant's indemnification, Consultant shall maintain in force at all times during the performance of this Agreement, insurance policies evidencing coverage during the entire term of the Agreement as follows:

3.5.1.1 Workers' Compensation: If Contractor has employees as defined by the State of California, Contractor shall maintain Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with

limits not less than \$1,000,000 per person per accident. Policy shall be endorsed to waive subrogation in favor of RCA; and, if applicable, to provide a Borrowed Servant/Alternative Employer Endorsement.

3.5.1.2 Commercial General Liability: Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, completed operations, personal and advertising injury coverage claims which may arise from or out of Consultant's performance of her obligations hereunder. Policy shall name RCA, its respective directors, officers, elected officials, employees, agents or representatives as an Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

3.5.1.3 Vehicle Liability: If Consultant's vehicle(s) or mobile equipment are used in the performance of the obligations under this Agreement, Consultant shall maintain liability insurance for all owned, non-owned or hired vehicles in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name RCA, its respective directors, officers, elected officials, employees, agents or representatives as an Additional Insured.

3.5.1.4 General Insurance Provisions – All lines:

(A) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A: VII (A: 8) unless such requirements are waived, in writing, by the RCA. If RCA waives a requirement for a particular insurer, such waiver is only valid for that specific insurer and only for one policy term.

(B) The Consultant's insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the RCA before the commencement of operations under this Agreement. Upon notification of deductibles or self insured retentions which are deemed unacceptable to the RCA, at the election of the RCA, Consultant's carriers shall either: 1) reduce or eliminate such deductibles or self-insured retentions as respects this Agreement with the RCA; or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.

(C) The Consultant shall cause her insurance carrier(s) to furnish the RCA with 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein; or, 2) if requested to do so orally or in writing by the RCA, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) shall provide no less than thirty (30) days written notice be given to the RCA prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of

coverage, this Agreement shall terminate forthwith, unless the RCA receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage and the insurance required herein is in full force and effect. Individual(s) authorized by the insurance carrier to do so in its behalf shall sign the original endorsements for each policy and the Certificate of Insurance. Consultant shall not commence operations until the RCA has been furnished original Certificate(s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section.

(D) It is understood and agreed by the parties hereto and the Consultant's insurance company(s) that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the RCA's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

(E) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services and performances of work, the RCA reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages required herein, if, in RCA's reasonable judgment, the amount or type of insurance carried by the Consultant has become inadequate.

(F) Consultant shall pass down the insurance obligations contained herein to all tiers of any sub-consultants working under this Agreement.

### 3.6 General Provisions.

#### 3.6.1 Termination of Agreement.

3.6.1.1 Grounds for Termination. Either Party may, by written notice to the other Party, terminate the whole or any part of this Agreement at any time and without cause by giving written notice of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to RCA, and Consultant shall be entitled to no further compensation.

3.6.1.2 Effect of Termination. If this Agreement is terminated as provided herein, the RCA may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

3.6.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, the RCA may procure, upon such

terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**RCA**  
Western Riverside County  
Regional Conservation Authority  
4080 Lemon Street, 12th Floor  
Riverside, CA 92501  
Attn: Deputy Executive Director

**Consultant**  
Patricia Lock-Dawson  
5060 Castile Way  
Riverside, CA 92507

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6.3 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.4 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, 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 attorney's fees and all other costs of such action.

3.6.5 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

3.6.6 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

3.6.7 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.8 RCA's Right to Employ Other Consultants. The RCA reserves the right to employ other consultants in connection with this Project.

3.6.9 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the RCA. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.6.10 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subcontractors of Consultant, except as otherwise specified in this Agreement. All references to the RCA include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.6.11 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.12 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.6.13 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.6.14 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.15 Prohibited Interests. Consultant maintains and warrants that she has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that she has not paid nor has she agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the RCA shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of the RCA, during the term of his or her service with the RCA, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom. Conflict of Interest. Consultant shall have no interest, and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this Agreement.

3.6.16 Nondiscrimination. Consultant represents that she is an equal opportunity employer and she shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, physical condition, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination.

3.6.17 Eligibility: Services and benefits shall be provided by Consultant to Individuals without reference to their religion, color, sex, national origin, age or physical or mental handicap.

3.6.18 Confidentiality. Consultant shall observe all Federal, State and County regulations concerning confidentiality of records. Consultant shall refer all requests for information to RCA.

3.6.19 Work Product. All reports, preliminary findings, or data assembled or compiled by Consultant under this Agreement become the property of the RCA. The RCA reserved the right to authorize others to use or reproduce such materials. Therefore, such materials shall not be circulated in whole or in part, nor released to the public, without the direct authorization of the Deputy Executive Director or an authorized designee.

3.6.20 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

**RCA**

**PATRICIA LOCK-DAWSON**

By: \_\_\_\_\_  
Kelly Seyarto, Chairman  
RCA Board of Directors

By: \_\_\_\_\_  
Patricia Lock-Dawson  
Consultant

ATTEST:

Approved as to form:

\_\_\_\_\_  
Honey Bernas, Clerk of the Board

\_\_\_\_\_  
RCA General Counsel  
Best Best & Krieger LLP

## **Exhibit A**

### **Scope of Work Patricia Lock-Dawson, Consultant**

July 1, 2006

**General Objectives:** Assist Regional Conservation Authority of Western Riverside County coordinating grants program.

**Period of Contract:** July 1, 2006 through June 30, 2007.

**Description of Work to Be Performed:** Under direction of Deputy Executive Director, oversee and coordinate grant program as it relates to land acquisition in support of the Western Riverside County Multiple Species Habitat Conservation Plan. Responsibilities include: Identify grant and funding opportunities. Prepare grant applications and funding requests as directed and otherwise endeavor to secure funding for projects through other possible means. Coordinate with key RCA staff to assist in preparation of materials (e.g., maps, real property information.) Make appropriate contacts with federal and state elected officials and other key entities; schedule and conduct meetings among affected parties; develop agendas and follow up on action items from meetings when appropriate. Conduct legislative analysis and track relevant legislation to identify funding opportunities and position RCA for successful access of funds. Duties may also include coordinating and participating in activities associated with various RCA committees as related to grants and land acquisition including preparing staff reports, gathering data, scheduling meetings, making presentations to RCA Board and subcommittees, and providing other general support. Additional duties may include prioritizing, scheduling and coordinating staffing and allocating resources for project completion; attending meetings; representing Deputy Executive Director when necessary; preparing and giving presentations. Performs other duties as assigned.

#### **Accountability and Reporting:**

Progress will be reviewed in regular meetings (estimated to be bi-weekly or as needed) with Deputy Executive Director who will identify issues or problems as they arise and apprise consultant. Consultant will identify measures to address issues and take actions to correct problems.

#### **Compensation, time commitments and covered expenses:**

Work is expected to be performed approximately 40-50 hours per pay period. Contract is not to exceed \$100,000. Reimbursable expenses shall include mileage at the current rate authorized by law pursuant to IRS guidelines, postage (including express mail services), messenger services, and long distance telephone charges.

# **AGENDA ITEM 9**

*Regional Conservation Authority*

<b>AMENDED COOPERATIVE AGREEMENT BETWEEN THE WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY AND THE SANTA ANA WATERSHED ASSOCIATION FOR MONITORING</b>
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**Staff Contact:**

**Ken Graff – Program (951) 955-8805**  
**Honey Bernas – Financial (951) 955-2842**

**Background:**

On May 1, 2006, the RCA Board of Directors approved the Biological Monitoring Program Work Plan and Cost Estimate for Fiscal Year 2006-07 (Agenda Item 8.1), which included a contract with the Santa Ana Watershed Association (SAWA) in the amount of \$1,270,000.00 for Fiscal Year 2006-07. The purpose of this amendment is to allocate the funds to this contract.

The proposed amendment with SAWA was anticipated and included in the Western Riverside County Regional Conservation Authority's Operating and Capital Budget for Fiscal Year 2006-07, adopted by the Board on May 1, 2006.

**Staff Recommendation:**

That the Administrative Committee:

1. Approve the Amended Cooperative Agreement between the RCA and SAWA, increasing the contract amount to \$1,270,000 for Fiscal Year 2006-07 as approved in the Biological Monitoring Program Work Plan and Cost Estimate;
2. Authorize the Chairman, pursuant to Legal Counsel review, to execute said agreement on behalf of the Authority;
3. Forward this item to the RCA Board of Directors on July 24, 2006 for final approval.

FINANCIAL INFORMATION	
In 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 Amended Cooperative Agreement between the RCA and SAWA

AMENDED 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 (1<sup>st</sup>) 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**

<b>Position Level</b>	<b>Hourly Rate</b>	<b>Annual Rate</b>	<b>S125 Plan (benefits)</b>	<b>Rate w/ 25% overhead charge</b>	<b>Monthly Invoice</b>
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

# **AGENDA ITEM 10**

*Regional Conservation Authority*

**WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION  
AUTHORITY STAFF RECLASSIFICATIONS**

**Staff Contact:**

**Tom Mullen  
Interim Executive Director  
(951) 955-9700**

**Background:**

On September 12, 2005, the RCA Board of Directors authorized retaining the County Executive Office to perform a financial audit of the Authority. On November 7, 2005, the Board acted to expand the scope to include a management audit as well.

On May 6, 2006, the Board received the audit report and endorsed staff's planned actions regarding each finding and recommendation. One of the audit recommendations was that several positions within the RCA be reclassified. In response to this recommendation, staff initiated and County Human Resources conducted classification studies for three key RCA positions. Human Resources completed their study and recommends the following:

1. Reclassify one existing Accounting Technician II to RCA Administrative Services Officer;
2. Reclassify one existing Senior GIS Analyst to RCA Information Technology Officer;
3. Reclassify one existing Information Technology Officer III to RCA Chief of Technical Information.

These positions are described in the attached class specifications. RCA Management concurs with the recommendations, and positions commensurate with these salaries were anticipated and included in the FY 2006-07 budget approved by the Board on May 1, 2006.

**Staff Recommendation:**

That the Administrative Committee:

1. Approve the reclassifications effective August 3, 2006; and
2. Forward this item to the RCA Board of Directors on July 24, 2006 for final approval.

**AGENDA ITEM 10 STAFF REPORT**

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<b>FINANCIAL INFORMATION</b>	
In Fiscal Year 2006-07 Budget: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Cost: \$ 65,351.00 Annual Cost: \$ N/A
Source of Funds: MSHCP Mitigation Fees	Budget Adjustment: No From To
Approved by:	Date:

**Attachments:**

1. RCA Chief of Technical Information Job Specification
2. RCA Information Technology Officer Job Specification
3. RCA Administrative Services Officer Job Specification



## RCA CHIEF OF TECHNICAL INFORMATION

Class Code:

COUNTY OF RIVERSIDE  
Established Date: Nov 1, 1986  
Revision Date: Jun 14, 2006

### SALARY RANGE

\$41.62 - \$57.24  
Hourly

\$7,214.71 - \$9,921.63  
Monthly

\$86,576.46 - \$119,059.62  
Annually

### CLASS CONCEPT:

Under general direction, to direct, supervise and coordinate the Regional Conservation Authority (RCA) Information Technology (IT) and Geographic Information Systems (GIS) programs and operations through administration of RCA service contracts; to coordinate IT and GIS activities with RCA Permittees, contractors and outside agencies, supporting RCA Department Heads, RCA Deputy Executive Director and RCA Division Directors, and to do other work as required.

The incumbent of this single-position class reports directly to the RCA Director of Land Acquisition and Property Management and is responsible for directing a Countywide technical and geographic support function for the Multiple Species Habitat Conservation Plan (MSHCP). The duties and responsibilities of this class require a high technical competence in IT and GIS as well as the day-to-day operation of RCA related systems, administrative programs and ongoing operations.

### REPRESENTATION UNIT:

Management

### EXAMPLES OF ESSENTIAL DUTIES:

(Depending on the area of assignment, duties may include, but are not limited to, the following)

- Administer all RCA IT and GIS services and activities in accordance with contract agreements and RCA policies and procedures; develop, recommend, implement and administer policies and procedures.
- Manage and participate in the development and implementation of goals, objectives, policies and priorities for the RCA's IT Services and GIS; publicize the RCA through creation, enhancement and maintenance of the RCA website and other media.
- Ensure that RCA contractors maintain systems and applications related to baseline service needs in accordance with contractual provisions; monitor and evaluate service delivery methods and procedures with administrative and technical systems; implement RCA Board Policy and recommendations.
- Serve as liaison between the RCA and regulatory or judicial agencies (e.g., U.S. Fish & Wildlife, California Fish and Game, and Federal and Superior Courts), contractors, consultants, Permittees and users on IT and GIS issues.
- Direct and manage the evaluation, selection and procurement of hardware and operating systems software; review and evaluate application software packages recommended by contractors and consultants; research, evaluate, recommend and implement technical products available on the market to facilitate IT and GIS enhancements to meet RCA requirements.

- Prepare and monitor requests for proposals for contract services and evaluate responses; conduct cost benefit analyses and prepare staff reports and recommendations for the RCA Administrative Committee and RCA Board of Directors; prepare contracts and agreements, and monitor adherence to project schedules.

## **RECRUITING GUIDELINES:**

Education: A Bachelor's degree from an accredited college preferably with major course work in computer science, information systems, electronics engineering, voice/data communications, public/business administration or a related field. Additional qualifying IT systems analysis or administration experience may be substituted for the required education on the basis of one year of experience for 60 semester or 90 quarter units of education.

Experience: Considerable, progressively responsible experience (4 or more years) in an administrative or staff capacity with responsibility for planning, organizing and implementing IT and/or GIS programs and projects, including leading and/or coordinating staff performing systems analysis, applications programming and/or network or database administration. A Master's degree in computer science, information systems or public/business administration may be substituted for one year of experience.

Knowledge of: Geographic Information Systems and advanced Information Technology systems and applications; organizational dynamics; mathematics, including the principles of algebra, geometry, trigonometry and statistics as applied to professional IT and GIS related work; the principles and practices of public or business administration including public relations; basic surveying principles and methods; familiarity with a variety of relational databases, IT operating systems and GIS software.

Ability to: Examine, analyze, and process IT and GIS data; compile complex written technical and administrative reports and recommendations; establish and maintain cooperative relations with representatives of departments and agencies; represent the RCA at meetings with other departments, agencies or the public; plan, organize and coordinate the work of unit personnel.

## **OTHER REQUIREMENTS:**

License/Certificate: Possession of a valid Land Surveyors License or certificate of registration as a Civil Engineer issued by the California State Board of Registration for Professional Engineers is preferred.

Possession of a valid California Driver's License.

## **PRE-EMPLOYMENT:**

All employment offers are contingent upon successful completion of both a pre-employment physical exam, including a drug/alcohol test, and a criminal background investigation, which involves fingerprinting. (A felony or misdemeanor conviction may disqualify the applicant from County employment).



**RCA INFORMATION TECHNOLOGY OFFICER**

Class Code:

COUNTY OF RIVERSIDE  
 Established Date: Apr 6, 2000  
 Revision Date: Jun 14, 2006

**SALARY RANGE**

\$38.86 - \$53.42  
 Hourly

\$6,736 - \$9,260  
 Monthly

\$80,827 - \$111,120  
 Annually

**CLASS CONCEPT:**

Plan, organize, and direct an IT function for the Regional Conservation Authority (RCA). Incumbents in this class provide an administrative and technical foundation for environmental problem solving and Multi Species Habitat Conservation Plan (MSHCP) execution; through creation, implementation and maintenance of geospatial databases to managing IT database and systems to meet policy requirements. Incumbents perform complex geographical and financial analysis by developing models to address the impact of population and urban development as it relates to the MSHCP. This involves working in cooperation with and in support of the California Department of Fish and Game, the U.S. Fish and Wildlife Service, environmental groups and consultants to ensure accurate identification of target conservation acreages, generate quantitative data for biological analyses, reach pre-defined goals as set forth in the MSHCP, create and protect linkage to existing Reserves and assure conservation of 146 focused species and their habitats.

**REPRESENTATION UNIT:**

Management

**EXAMPLES OF ESSENTIAL DUTIES:**

(Depending on the area of assignment, duties may include, but are not limited to, the following)

- Develop strategic plans and implement operational plans to provide information technology infrastructure to support the RCA’s business goals.
- Develop and implement work plans to accomplish work group objectives; assign work and monitor performance; take action in the full range of formal personnel activities.
- Oversee and provide consultation in the development of technology solutions to achieve business goals in a variety of operational areas.
- Create and foster partnerships with others to deliver and improve services as well as participate in forums of common interest to IT professionals.
- Establish policies and procedures as well as establish acceptable practices.
- Manage a portfolio of projects to be accomplished in the short- and long-term.
- Ensure customer satisfaction and work group productivity as well as a constructive operational environment and positive organizational behavior.
- Determine and act toward meeting work group resource needs.
- Prepare, negotiate and present budget and other funding proposals; monitor expenditures; and

operate within budget allocation.

- Negotiate, prepare, review and/or enforces contracts/service level agreements.
- Measure work productivity and customer satisfaction.
- Serve as liaison between the RCA and other agencies.

### **RECRUITING GUIDELINES:**

Education: Graduation from a recognized college with a Bachelor's degree, preferably with major course work in computer science, information systems, electronics engineering, voice/data communications, public/business administration, or a related field. (Additional qualifying systems analysis or programming experience may be substituted for the required education on the basis of one year of experience for 60 semester or 90 quarter units of education.)

Experience: Considerable, progressively responsible experience (4 or more years) in an administrative or staff capacity with responsibility for planning, organizing, and implementing information system programs and projects, including supervising staff supporting systems analysis, applications programming, network administration, and/or telecommunications functions. (A Master's degree in computer science, information systems, public/business administration may be substituted for one year of non-supervisory experience.)

### **SUPPLEMENTAL INFORMATION:**

Skill in:

- Current technology in a changing environment.
- Developing strategic plans for operation and growth.
- Supervision, including matrix based project management.
- Managing multifaceted and technically sophisticated projects and on-going operations.
- Analysis of user need, existing and emerging technology, costs/benefits, internal political considerations and available financial and human resources.
- Establishing objectives, activities and timelines and completing the work within those parameters.
- Maintaining knowledge of emerging technology and industry supported (e.g., healthcare, law enforcement) as well as understanding applicability of new technology to operations.
- Building consensus and other group decision processes; building teams.
- Understanding of organizational dynamics related to budget, human resource allocation, authority to act and other factors critical to establishing realistic objectives and achieving goals.
- Advocating for needed resources and use of services.
- Persuading and influencing others; negotiating desired outcomes.
- Communicating with others from varied socio-economic backgrounds, diverse cultural norms and/or conflicting priorities/needs.
- Fostering positive relationships and public relations.
- Preparing reports, memos and formal presentation materials that require attention to style and

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content to actively engage the reader and sell technical ideas.

- Listening to others and understanding direct and implicit messages; seeking and utilizing information from others.
- Tailoring verbal presentation of technical information based on understanding of and appealing to diverse perspectives and needs.
- Acting as clients trusted advisor/strategic partner by acting in the best interests of the clients needs, challenges and opportunities.
- Anticipating situations and taking action to create opportunities and/or avoid problems.

### **OTHER REQUIREMENTS:**

License/Certificate: Possession of a valid California Driver's License may be required.

### **PRE-EMPLOYMENT:**

All employment offers are contingent upon successful completion of both a pre-employment physical exam, including a drug/alcohol test, and a criminal background investigation, which involves fingerprinting. (A felony or misdemeanor conviction may disqualify the applicant from County employment).



**REGIONAL CONSERVATION  
AUTHORITY ADMINISTRATIVE  
SERVICES OFFICER**

Class Code:  
74212

COUNTY OF RIVERSIDE  
Established Date: Jul 20, 2004  
Revision Date: Aug 23, 2004

**SALARY RANGE**

\$25.61 - \$34.24  
Hourly

\$4,439.76 - \$5,934.38  
Monthly

\$53,277.12 - \$71,212.54  
Annually

**CLASS CONCEPT:**

Under general direction of the Regional Conservation Authority (RCA) Executive Director, to perform a wide variety of administrative support staff duties involving budgets, policies, procedures, organization, planning, contracts, facilities, systems, equipment, supplies, personnel and special projects. In addition, the RCA Administrative Services Officer assists the RCA Executive Director in the creation of administrative policy direction, controls, implementation and administration strategies for the Western Riverside County Regional Conservation Authority.

The RCA is a Joint Powers Agreement agency comprised of the County of Riverside and the Cities of Banning, Beaumont, Calimesa, Canyon Lake, Corona, Hemet, Lake Elsinore, Moreno Valley, Murrieta, Norco, Perris, Riverside, San Jacinto and Temecula. The purpose of the RCA is to acquire, administer, operate and maintain land and facilities for ecosystem conservation and habitat reserves for species covered by the Western Riverside County Multi Species Habitat Conservation Plan (MSHCP).

Incumbents in this professional level administrative support class are responsible for administrative service activities that aid management in the accomplishment of the purposes of the RCA. Analytical, budgetary, and fiscal duties are a major part of this classification's duties. Incumbents generally are not responsible for line functions and do not perform line duties. However, positions in this classification require that the incumbent become knowledgeable in those areas in order to provide administrative support.

The RCA Administrative Services Officer is distinguished from the Administrative Services Officer by its exclusive utilization by the RCA, although class concept and essential functions are equivalent.

**REPRESENTATION UNIT:**

Management

**EXAMPLES OF ESSENTIAL DUTIES:**

(Depending on the area of assignment, duties may include, but are not limited to, the following)

- Under general direction, creates draft operating policies and procedures relating to the implementation of the MSCHP, including; the analysis of implementation issues discussed within the MSCHP documents, State and Federal permits and the Implementation Agreement; the coordination of comments relating to these draft operating policies and procedures with all RCA member jurisdictions and State/Federal agencies (where appropriate); incorporation of member input into final draft documents for the approval of the RCA Executive Director; and the continuing maintenance and update of all RCA operating policies and procedures.
- Under general direction, proposes draft RCA administrative policies, organizational structures and procedures; performs staff level reviews and provides draft recommendations and reports to the RCA Executive Director; assists the RCA Executive Director in the development of planning strategies for

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property acquisition projects and programs; and provides administrative assistance to the RCA Executive Director in data gathering, analytical evaluations and draft recommendations in the development of long-range planning efforts such as expansion and growth project forecasting.

- Under general direction, prepares a variety of reports as required for the RCA Board, RCA members and other concerned affected parties. Resolves varied administrative problems and directs work in accounting, budget preparation and control, lease negotiation, collections, supply, personnel, payroll, office services and general business activities of the RCA.
- Assists the RCA Executive Director in the preparation, review and monitoring of the RCA's annual budget. Prepares and assembles budget documents for administrative review; reviews expenditures for compliance with approved budget plan.
- Trains, directs, assigns and evaluates the work of subordinate clerical and technical personnel in the performance of standard tasks; directs office service units, such as the supply room and central file unit; and the coordination of building maintenance services.
- Creates training materials and workshops relating to RCA operating policies and procedures, and presents these training materials to RCA member jurisdictions, as well as on-site coordination of MSHCP implementation issues with all RCA member jurisdictions.

### **RECRUITING GUIDELINES:**

Education: Possession of a Bachelor's degree from a recognized college preferably with a major in business administration, public administration, or a closely related field; Additional qualifying experience may be substituted for the required college education on a year-for-year basis.

Experience: Two years of experience which must include at least two of the following functions:

(1) Gathering and compiling facts and statistics in order to evaluate program effectiveness; recommending program revisions; preparing and reviewing program grant and funding requests; and preparing and maintaining a program budget.

(2) Maintaining and controlling the fiscal record keeping functions and systems in a department, division, unit, or company accounting function; preparing, and verifying a variety of accounting, statistical, and narrative reports.

(3) Coordinating and conducting studies of administrative and operational activities including fiscal operations, budget preparation and control, equipment usage, staffing patterns, work flow, and space utilization.

Knowledge of: The principles and methods of public and/or business administration; organization, fiscal management, and personnel management; of budget preparation and control; knowledge of methods, procedures, and equipment.

Ability to: Analyze administrative problems, reach practical and logical conclusions, and put effective solutions into practice; develop cooperative working relationships; plan, organize, and direct the work of others; prepare clear and concise reports.

### **PRE-EMPLOYMENT:**

All employment offers are contingent upon successful completion of both a pre-employment physical exam, including a drug/alcohol test, and a criminal background investigation, which involves fingerprinting. (A felony or misdemeanor conviction may disqualify the applicant from County employment).

# **AGENDA ITEM 11**

*Regional Conservation Authority*

**CRITERIA REFINEMENT CLARIFICATION POLICY**

**Staff Contact:**

**Joe Richards, Deputy Executive Director  
 (951) 955-9700**

**Background:**

Section 6.5 of the Western Riverside County MSHCP contains a process to refine the Criteria Cells in limited situations. This policy further clarifies that criteria refinement policy in the event that the RCA, as compared to the Cities or the County, processes criteria refinements. This policy sets forth the precise procedure for the RCA and other entities to follow in that instance.

**Staff Recommendation:**

That the Administrative Committee:

1. Approve the Criteria Refinement Clarification Policy; and
2. Forward this item to the RCA Board of Directors on July 24, 2006 for final approval.

FINANCIAL INFORMATION	
In Fiscal Year _____ Budget: Yes <input type="checkbox"/> No <input type="checkbox"/>	Cost: \$ N/A Annual Cost: \$ N/A
Source of Funds:  N/A	Budget Adjustment: No From To
Approved by:	Date:

**Attachment:**

Criteria Refinement Clarification Policy

DRAFT

CRITERIA REFINEMENT CLARIFICATION POLICY

Article I. Criteria Refinement Clarification Policy

**Section 1.01** Cell Criteria are intended to be flexible; however, there will be instances where refinements to the Criteria are desirable to facilitate Reserve Assembly. The Criteria Refinement Process contained in Section 6.5 of the Plan shall apply. This policy is intended to clarify the procedure set forth in the Plan.

**Section 1.02** Permittees are authorized under the Plan to propose a refinement of the Cell criteria pursuant to Section 6.5. Permittees may process a Criteria Refinement directly or may request that the RCA undertake the process.

**Section 1.03** A request for the RCA to undertake a criteria refinement must be approved by the RCA Board.

**Section 1.04** When the RCA agrees to carry out a criteria refinement, the cost shall be borne by the requesting Permittee, unless the RCA Board makes one of the following findings:

- (a) The criteria refinement will affect other areas of the Plan outside the jurisdiction of the Sponsoring Permittee through the acquisition of replacement conservation land.
- (b) The Criteria Refinement will likely result in significant long-term reduction in land acquisition costs.

**Section 1.05** If a Criteria Refinement is proposed as a result of a particular project, the Local Permittee's HANs or equivalent process and the JPR process must be completed, in most instances, prior to the RCA beginning the Criteria Refinement.

**Section 1.06** The term "affected party" in Section 6.5 of the Plan means the Requesting Permittee, other affected Permittee(s), the Wildlife Agencies, property owners that own property in the Cells where the Criteria are proposed for change, and any person or organization that has requested a copy of the report.

**Section 1.07** The following procedures shall apply to all Criteria Refinements processed by the RCA:

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- (a) Upon completion of the biological evaluation and equivalency analysis, the RCA shall prepare and distribute a report of its findings to the affected parties.
- (b) The RCA will provide the affected parties 60 calendar days to review the report. However, the 60-day review period may be waived if the RCA, affected parties are in agreement regarding the Criteria Refinement.
- (c) Within 30 calendar days of the close of the 60-day review period, the RCA shall hold a meeting with the Permittee(s) and the Wildlife Agencies to discuss the report, consider conservation alternatives, and attempt to resolve any outstanding issues. This meeting may be omitted if the parties are in agreement.
- (d) The RCA Board shall conduct a public hearing on the proposed Criteria Refinement within 30 calendar days of the meeting referenced above. The affected parties shall be notified in writing of the date, time and place of the hearing.
- (e) The RCA Board does not approve or deny a Criteria Refinement; however, prior to transmitting the report to the affected Permittee(s), Board shall certify to the following:
  - i) The Criteria Refinement report adequately and objectively addresses the biological issues associated with the refinement.
  - ii) The equivalency analysis adequately and objectively evaluates prospective replacement conservation land.
  - iii) The report is prepared in conformance with the Plan.
  - iv) The modifications to the criteria do not rise to the level of an amendment to the Plan and do not reduce the Criteria Area.
  - v) The prospective replacement conservation land is biologically equivalent or superior to the land being removed from conservation.
  - vi) The Criteria Refinement results in equivalent or greater conservation value and acreage within the Conservation Area.
  - vii) The replacement land has been secured for permanent conservation, such as through an option agreement, escrow instructions, or acquisition in fee.

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- (f) The RCA Board action and the report shall be transmitted to the affected Permittee. The RCA Board is not the final decision making body for the Criteria Refinement.

**Section 1.08** The RCA shall notify the Wildlife Agencies of all Criteria Refinement proposals in the annual report.