

***Regional Conservation Authority***

**RESERVE MANAGEMENT SERVICES CONTRACT  
BETWEEN THE WESTERN COUNTY OF  
REGIONAL CONSERVATION AUTHORITY AND  
THE RIVERSIDE COUNTY REGIONAL PARKS  
AND OPEN SPACE DISTRICT**

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**Staff Contact:**

**Ken Graff, Director of Land Acquisition  
and Property Management  
(951) 955-8805**

**Background:**

A key component of and requirement of the MSHCP is management of property acquired for the MSHCP conservation area. Riverside County Regional Parks and Open Space District (Parks District) has provided this service to the MSHCP through agreements with the County of Riverside. To continue this support effort, staff is proposing a long-term agreement with the District for management services.

Under the terms of the proposed Agreement, Parks District will serve as a contractor to RCA for the day-to-day management of identified MSHCP lands from February 1, 2006 through January 31, 2031. Initially the primary focus of management will be protection, maintenance and enhancement of MSHCP lands consistent with the planned goals for species and habitats. The Parks District's scope of work will include initial site evaluations of acquired property. The District will also be responsible for habitat protection (including patrol, access control and law enforcement coordination), habitat maintenance (including maintenance, repairs, and fuels management) and habitat enhancement.

The Parks District will conduct all services and support at the direction of the RCA. Through regular reporting, the Parks District shall advise the RCA of anticipated needs and suggested scopes of work and shall obtain RCA approval for any work which would not be considered "normal and routine" maintenance or cleanup. Under the Agreement, the RCA is responsible for payment of the Parks District's costs as well as overhead expenses equal to twenty percent (20%) of total salary and benefits paid under the Agreement.

The budget provided by the Parks District in the amount \$563,145.71 covers the last quarter of FY 2005-06 and is based on the number of acres currently in the MSHCP inventory for management and includes initial "ramping up" costs for personnel and equipment. This amount is within the RCA's approved budget for FY 2005-06. Each year the District will submit a budget representing a fee for management services. That fee will appear as a RCA budget item and can be approved or modified.

**Staff Recommendation:**

That the Board approve the reserve management services contract between the Western Riverside County Regional Conservation Authority and the Riverside County Regional Parks and Open Space District, approve a fee for services not to exceed \$563,145.71 for the last quarter of this fiscal year, and authorize the Chairman to execute said agreement on behalf of the Authority.

**Attachment:**

Proposed Contract between RCA and Parks District



1           2.     Duties of the Reserve Management Contractor. The District’s General Manager, acting  
2 either individually or through such personnel as he/she shall from time to time appoint, shall act as and  
3 be a Reserve Management Contractor for the Authority and shall administer, coordinate and supervise  
4 reserve management activities of the Authority as set forth in this Agreement, and shall act for and assist  
5 the Authority in accomplishing its purpose as set forth in Section 1 of the JPA Agreement. The Reserve  
6 Management Contractor, acting either individually or through such personnel as he/she shall from time  
7 to time appoint, shall exercise all of those powers and responsibilities of the Authority as set forth in  
8 Section 13 of the JPA Agreement. The Reserve Management Contractor shall, at least semi-annually,  
9 provide a written report to the Board of the Authority of all actions taken by him/her as Reserve  
10 Management Contractor during the previous quarter(s). The first such report shall be due January 31,  
11 2006.

12           3.     Term; Termination. This Management Services Contract, “Contract”, shall commence  
13 effective as of February 1, 2006 and shall continue until January 31, 2031. Thereafter, the Parties may  
14 extend the term of the Contract upon written agreement. During the initial term and any subsequent  
15 term, this contract may be terminated by either party upon giving the other party six (6) months prior  
16 written notice.

17           4.     Compensation. In consideration of the District’s performance of the services of Reserve  
18 Management Contractor as set forth in Sections 1 and 2 above, the Authority shall pay to the District the  
19 costs and sums specified in Exhibit “B” and including but not limited to the actual cost of the items  
20 described in Exhibit “C”, which are attached hereto and incorporated herein by this reference. The  
21 District shall submit to the RCA an annual management budget for the services of the Reserve  
22 Management Contractor. The District shall not exceed this amount without prior written approval by the  
23 RCA Executive Director. The costs and sums specified in Exhibit “B” shall be modified annually based  
24 upon the acres of lands managed, inflation and the Authority approved budget. Any modifications of the  
25 sums shall be approved in writing by the designated Authority representative and the Reserve  
26 Management Contractor. Such costs and sums shall be paid at the times and in the manner specified in  
27 Exhibit “B”. In the event of the early termination of this Contract during a payment month pursuant to  
28 Section 3 above, the Authority shall, with respect to fixed compensation amounts such as personnel

1 salaries and general overhead charges, pay the District a pro rata proportion of the monthly payment  
2 represented by the proportion of days of the payment month which this Contract remains in effect. Such  
3 payment shall reflect any approved annual modifications.

4 5. Annual Work Plans. As indicated in the Scope of Work identified in Exhibit “A,” it is  
5 understood by both parties that annual work plans and accompanying budgets will be prepared by the  
6 District and submitted to the Authority for review and approval prior to the beginning of each fiscal  
7 year.

8 6. Vehicle/Equipment Purchase, Use, Maintenance and Ownership. It is understood by the  
9 parties that vehicles and other equipment necessary to perform the services of Reserve Management  
10 Contractor pursuant to the terms of this Contract and as provided for in any approved annual budget and  
11 annual work plan shall be purchased by the District and paid for by the Authority. It is further  
12 understood that any vehicles or other equipment purchased shall be used by the District solely in  
13 connection with the performance of the services to be provided pursuant to this Contract unless  
14 otherwise authorized in writing by the Authority. Any vehicles or other equipment purchased and paid  
15 for by the District shall be owned by the District. Maintenance of the vehicles and other equipment  
16 purchased and used by the District to perform the services of Reserve Management Contractor shall be  
17 performed by the District. District shall by invoice charge the Authority for the cost of the maintenance  
18 work provided. Authority agrees to reimburse the District for the cost of this maintenance work at the  
19 times and in the manner specified for other work performed pursuant to this Contract and as set forth in  
20 Exhibit “B.” Upon termination of this Contract, the District shall transfer to the Authority any vehicles  
21 and/or other equipment purchased for use under this Contract within thirty (30) days.

22 7. Independent Contractor. Authority retains District on an independent contractor basis.  
23 District is not, and shall not be considered to be in any manner, an employee, agent or representative of  
24 the Authority. Any personnel performing the services under this Contract on behalf of District shall at  
25 all times be under District’s exclusive direction and control. District shall pay all wages, salaries and  
26 other amounts due such personnel in connection with their performance of services and as required by  
27 law. District shall be responsible for all reports and obligations respecting such personnel, including but  
28

1 not limited to, social security taxes, income tax withholdings, unemployment insurance, and worker's  
2 compensation insurance.

3 8. Qualified Personnel. The District will only hire and utilize highly qualified, and  
4 professional personnel. District personnel will not only be expected to meet the basic required skills as  
5 shown on the Riverside County Department of Human Resources job descriptions (e.g., all permanent  
6 science staff to have a degree(s)), but will also be selected on other experience and skills to insure the  
7 highest quality personnel and management.

8 9. Indemnification. Except for any negligent act, error or omission arising out of District's  
9 performance of services during the term of this Contract, Authority shall indemnify and hold harmless  
10 the District, its board, officers, elected and appointed officials, employees, agents and representatives  
11 from any liability whatsoever, based or asserted upon the services of the District, its board, officers,  
12 elected and appointed officials, employees, agents and representatives arising out of or in any way  
13 relating to this Contract. Authority shall defend, at its sole expense, all costs and fees including but not  
14 limited to attorney fees, cost of investigation, defense and settlements or awards, the District, its board,  
15 officers, elected and appointed officials, employees, agents and representatives in any such claim or  
16 action.  
17

18  
19 B. District shall indemnify and hold harmless Authority, its board, officers, elected and  
20 appointed officials, employees, agents and representatives from any liability for any negligent act, error  
21 or omission arising out of District's performance of services during the term of this Contract. District  
22 shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of  
23 investigation, defense and settlements or awards, Authority, its board, officers, elected and appointed  
24 officials, employees, agents and representatives in any such claim or action.  
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1           10.    Conflict of Interest.   District shall have no interest, and shall not acquire any interest,  
2 direct or indirect, which will conflict in any manner or degree with the performance of services provided  
3 under this Contract.

4           11.    Administration.   The Executive Director of the Authority (or designee) shall administer  
5 this Contract on behalf of the Authority.

6           12.    Assignment.   This Contract shall not be assigned by Authority or District, either in whole  
7 or in part, without the prior written consent of either party. Any assignment or purported assignment of  
8 this Contract without the prior written consent of the other party will be deemed void and of no force or  
9 effect.

10          13.    License and Certification.   District verifies upon execution of this Contract, possession of  
11 all required current and valid licenses in compliance with any local, State, and Federal laws and  
12 regulations relative to the scope of services to be performed under Exhibit "A", and that said services  
13 will be performed by properly trained and licensed staff.

14          14.    Jurisdiction, Venue, Attorneys' Fees.   This Contract is to be construed under the laws of  
15 the State of California. The parties agree to the jurisdiction and venue of the appropriated courts in the  
16 County of Riverside, State of California. Should action be brought to enforce or interpret the provisions  
17 of the Contract, the prevailing party shall be entitled to attorney's fees in addition to whatever other  
18 relief is granted.

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1 15. Notice. A party giving notice as required in the Contract shall provide for personal delivery of  
2 such notice or shall send such notice by United States mail, postage prepaid, to the agent and address of  
3 the other party as set forth below:

4 If to the Authority:

5 Western Riverside County Regional Conservation Authority  
6 4080 Lemon Street, 12<sup>th</sup> Floor  
7 Riverside, California 92501  
8 Attn: Executive Director

9 If to the District:

10 Riverside County Regional Parks and Open Space District  
11 Headquarters Office  
12 4600 Crestmore Road  
13 Riverside, California 92509  
14 Attn: General Manager

15 Riverside County Counsel  
16 3535 Tenth Street, Suite 300  
17 Riverside, California 92501

18 16. Amendment; Effective Date; Entire Agreement. This Contract represents the entire  
19 agreement between the parties with respect to personnel provided by the District to the Authority and  
20 shall be effective as of February 1, 2006. As indicated in the Scope of Work identified in Exhibit "A," it  
21 is understood that the Scope of Work will need to be amended as the amount of land to be managed  
22 increases and as other services may be required by the Authority. Therefore, any amendment or  
23 modification of the provisions of this Contract including any amendment to the Scope of Work  
24 identified in Exhibit "A," must be in writing and signed by each of the parties hereto.

25 17. Severability. If any term, provision, covenant or condition of this Contract is held by a  
26 court of competent jurisdiction to be invalid, void or unenforceable, the rest of this Contract shall remain  
27 in full force and effect and shall in no way be affected, impaired or invalidated.

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1 IN WITNESS WHEREOF, the parties have executed this Contract on the dates indicated below.

2  
3 DATE: \_\_\_\_\_

BOARD OF THE RIVERSIDE COUNTY REGIONAL  
PARKS AND OPEN SPACE DISTRICT

4  
5 By: \_\_\_\_\_  
Chairman, Board

6 ATTEST

7 By: \_\_\_\_\_  
8 , Clerk

9 APPROVED AS TO FORM:

10 \_\_\_\_\_, 2005

11  
12 By: \_\_\_\_\_  
Karin Watts-Bazan  
13 Deputy County Counsel

14 DATE: \_\_\_\_\_

WESTERN RIVERSIDE COUNTY  
REGIONAL CONSERVATION  
AUTHORITY

15  
16  
17 By: \_\_\_\_\_  
18 Robin Lowe  
Chair of the Board

19 ATTEST:

20 By: \_\_\_\_\_  
21 Honey Bernas, Clerk

22 APPROVED AS TO FORM:

23 \_\_\_\_\_, 2005

24  
25  
26 By: \_\_\_\_\_  
27 Best Best & Krieger, LLP  
General Counsel

## MSCHP Reserve Management Scope of Work

### Introduction:

This Scope of Work describes the tasks to be performed by the Riverside County Regional Park and Open Space District (the "District") on lands owned by the Western Riverside County Regional Conservation Authority (RCA) under the auspices of the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP). The District will serve as a contractor to the RCA for the day-to-day management of identified MSHCP lands. Initially the primary foci of this management will be the protection, maintenance, and enhancement of these lands consistent with the MSHCP goals for species and habitats. The amount of lands covered by this Scope of Work will change significantly as more MSHCP lands are acquired. As a result, this Scope of Work is primarily applicable through Fiscal Year 2007-08. The District's responsibilities and funding for management from the RCA will change over time and some changes may take actions by the RCA or other governing bodies.

### Task I. Initial Site Evaluations

Prior to the close of escrow, the District's Natural Resources Manager (NRM), and/or his Biological Staff, will perform a walkover inspection of each proposed acquisition to insure; 1) the property corners have been accurately located and marked, and 2) the site is essentially free from major impacts which could significantly affect management responsibilities and budgets once the property is acquired. Such impacts include, but are not limited to, major trash dumping sites, abandoned buildings, and any health and safety concerns. Results from this inspection will be transmitted verbally to the RCA Executive Director or his/her designee and if any such items in the prior sentence are identified will also be transmitted in writing to the RCA Executive Director and accompanied by maps if appropriate.

The District's NRM will perform an Initial Management Evaluation and Recommendation (IMER) for each newly acquired MSHCP property identified for District management. These evaluations will include a brief description of the site's physical resources (including maps and photographs), the biological resources, a checklist of MSHCP target animal and plant species anticipated to be present and those presently noted, a brief description of the current conditions and any improvements on the site, a description of habitat enhancement opportunities, a proposed initial management scenario, and proposed improvements for controlling access. Each completed IMER will be supplied to the RCA and the Monitoring Program Administrator for their information and evaluation. The District will maintain documentation on each property including a database showing appropriate milestone dates, and will incorporate the newly acquired sites into existing patrol and maintenance schedules. The District will provide the RCA with an updated copy of the data in the data base annually.

1 **Task II. Habitat Protection**

2 **A. Patrolling:**

3 The District Rangers will establish a regular schedule of patrols of MSHCP properties  
4 identified for District management to enforce their access and/or recreation restrictions as  
5 determined by the MSHCP and as directed by the RCA. These patrols will vary in time  
6 to prevent offenders from anticipating when the Rangers will be onsite. During these  
7 patrols, Rangers will inspect and make recommendations to the Maintenance Staff for  
8 repairs to any damaged access controls encountered or other maintenance issues needing  
9 attention. All significant impacts and encounters will be mapped to begin to define  
10 problem areas which will eventually become the foci of enforcement activities. If during  
11 these patrols, the District Rangers identify an activity in progress which is unauthorized  
12 and which violates, local, state or federal laws and/or regulations, the Ranger will  
13 immediately notify the appropriate enforcement agency(ies).

14 **B. Access Controls:**

15 The NRM and Ranger will evaluate where and what type of fencing is needed to help  
16 control access onto MSHCP lands. Following this evaluation, the Maintenance Staff will  
17 oversee the installation of such fencing as may be necessary. Boundary and other signs  
18 will be fabricated and installed at all MSHCP properties.

19 **C. Law Enforcement Coordination:**

20 The Assistant General Manager, NRM and Rangers will coordinate with local and  
21 regional law enforcement agencies (e.g., Riverside Co. Sheriff, Fish and Game Wardens)  
22 to seek their assistance as applicable.

23 **Task III. Habitat Maintenance**

24 **A. Access Control Maintenance and Repairs:**

25 The Maintenance Staff will receive direction from the Rangers and NRM for routine  
26 maintenance of access controls, and repair or replace these controls accordingly. Such  
27 maintenance will include, but is not limited to, fence mending, sign replacement, barrier  
28 construction and repair, and trash removal.

**B. Fuels Management:**

The NRM will coordinate fuels management activities on the MSHCP lands designated  
for District management following guidelines in the MSHCP (Section 6.4). Such efforts  
will include the coordination with Riverside County Fire Department, the hiring of local  
contractors to perform such abatement, and the determination of abatement that can be  
done “in house” by the Maintenance Staff. MSHCP lands will be included in the  
District’s Weed Abatement Program (currently under formulation). The NRM will assist

1 the Reserve Management Contractor's Coordinating Committee (RMOC) with the task of  
2 establishing and implementing a fuels management program.

3 **Task IV. Habitat Enhancement**

4 **A. Control of Exotics:**

5 As the budget permits, the Maintenance Staff will remove and properly dispose of  
6 invasive exotic vegetation (e.g., *Arundo donax*, *Eucalyptus*, Peruvian pepper, non-native  
7 annual grasses) to prevent their additional spread to other areas of the reserve.

8 **B. Adaptive Management:**

9 In coordination with the RCA's Monitoring Program Administrator, the NRM will  
10 review appropriate research dealing with habitat restoration and enhancement as it  
11 pertains to communities on MSHCP properties managed by the District. The NRM, the  
12 Monitoring Program Administrator, and other applicable parties will then devise  
13 'Management Experiments' to define cost effective ways to restore or enhance degraded  
14 communities to meet MSHCP goals. It is anticipated that the Maintenance Staff,  
15 potentially assisted by court workers, will provide the field labor for these adaptive  
16 management experiments. Results from these 'experiments' will be incorporated into  
17 yearly work plans, and will be documented as appropriate in a scientific journal-type  
18 formatted report.

19 **Task V. Planning and Reporting**

20 The District shall prepare bi-weekly reports of patrolling activity to assist with identifying priorities for  
21 future patrol efforts and the bi-weekly reports will be available to the RCA upon written request..  
22 Significant events and/or patterns will be verbally relayed regularly to the RCA at scheduled meetings.

23 Annual Work Plans and accompanying budgets will be prepared by the District and submitted to the  
24 RCA for review and approval prior to the beginning of each fiscal year.. These Plans will propose a  
25 course of action for the following year, and will incorporate any results from habitat enhancement  
26 experiments whose results have been finalized. Verbal reports or presentations will be presented by the  
27 NRM, as requested, by the RCA. An annual report will be prepared by the District and submitted to  
28 theRCA for inclusion into the RCA's Annual Report to the Wildlife Agencies.

Exhibit "B"

Compensation shall be paid to the District by Authority for the items listed below:

1. The actual costs of salary and benefits for District staff members, under the direction of the General Manager, to provide services as Reserve Management Contractor of the Authority and such other staff services as may be required, in such amounts as shall be set forth in the annual budget of the Authority, and as said budget may from time to time be amended by its Board;
2. A sum for general overhead expenses equal to twenty percent (20%) of the total cost of salary and benefits paid pursuant to Section 1 of this Exhibit and including but not limited to the line items listed in Exhibit "C". The general overhead rate shall not apply to the cost for vehicles, equipment, and items classified as fixed assets (i.e. single purchase items with a value greater than \$5,000 and life expectancy of greater than one year);
3. Actual cost of items described in Exhibit C",  
The District shall periodically, but no more frequently than monthly nor less frequently than semi-annually provide an invoice to the Authority itemizing charges for the billing period. The Authority shall provide prompt payment within thirty (30) days of receipt of said invoice to the District by means of Journal Vouchers, electronic fund transfer or check from Authority accounts to the District.

**Reserve Management Services Contract**

**Expenditure Account Chartfield**

The Authority will pay the District including but not limited to the items listed below:

**APPROPRIATION 2**

<b>Account Code</b>	<b>Account Description</b>
520010	HERBICIDE
520025	WATER BACTERIAL TESTING
520115	UNIFORMS/REPLACEMENT CLOTH
520230	CELLULAR PHONE
520320	TELEPHONE SERVICE
520330	COMMUNICATION SERVICES
520800	HOUSEHOLD
520820	JANITORIAL SERVICES
520845	TRASH/WASTE SERVICES
520920	INSURANCE -FIRE
520930	INSURANCE - LIABILITY
520945	INSURANCE - PROPERTY
520955	INSURANCE- VEHICLE
521360	MAINT - COMPUTER EQUIP
521380	MAINT - COPIER MACHINES
521420	MAINT - FIELD EQUIPMENT
521500	MAINT - MOTOR VEHICLES
521501	MAINT - VEHICLE SUPPLIES
521560	MAINT - OTHERS
521580	MAINT - RADIO ELEC EQUIP
521720	MAINT. FIRE EQUIPMENT
521760	MAINT - TIRES
521780	MAINT - BATTERIES
522310	MAINT - BUILDING /IMPROVEMENT
522320	MAINT - GROUNDS
522350	MAINT - VANDALISM
522610	ROAD MAINT - SUPPLIES
522870	OTHER MEDICAL CARE MATR'LS
523220	LICENSES & PERMITS
523230	MISCELLANEOUS EXPENSE
523620	BOOKS/PUBLICATIONS
523640	COMPUTER EQUIP (NON FIXED)
523660	COMPUTER SUPPLIES
523680	OFFICE EQUIP NON FIXED ASSESTS
523700	OFFICE SUPPLIES
523720	PHOTOCOPYING
523760	POSTAGE/MAILING
523800	PRINTING/BINDING
523840	COMPUTER EQUIP - SOFTWARE
524560	AUDITING & ACCOUNTING
524660	CONSULTANTS
524740	COUNTY SUPPORT SERVICE
524840	FINGERPRINTING SERVICES

524900	GIS SERVICES
525020	LEGAL SERVICES
525060	MEDICAL EXAM-PHYSICAL
525080	TAP SERVICES
525120	MICROGRAPHIC SERVICES
525140	PERSONNEL SERVICES
525220	PRE-EMPLOYMENT SERVICES
525300	OASIS PROCESSING
525440	PROFESSIONAL SERVICES-OTHER
526400	CODES & LEGAL PUBLICATIONS
526530	RENT/LEASE EQUIPMENT
526700	RENT-LEASE BLDGS
526910	FIELD EQUIPMENT NON-FIXED ASSETS
526940	LOCKS/KEYS
526960	SMALL TOOLS & INSTRUMENTS
527100	FUEL - OIL
527140	WELDING SUPPLIES
527400	ELECTRONIC AND RADIO SUPPLIES
527680	PUBLIC SIGNS
527720	SAFETY/SECURITY SUPPLIES
527780	SPECIAL PROGRAM EXPENSE
527820	TOWING-NON COUNTY VEHICLE
527840	TRAINING-EDUCATION/TUITION
527940	WEED ABATEMENT
528180	FREIGHT
529000	MISCELLANEOUS TRAVEL EXP
529040	PRIVATE MILEAGE REIMBURSE
529080	RENTAL VEHICLES
529500	ELECTRICITY
529510	HEATING FUEL
529520	SEWER SYSTEM
529550	WATER

**APPROPRIATION 3**

<b>Account Code</b>	<b>Account Description</b>
536900	INTERND EXP-FIRE SERVICES
537020	INTERFUND EXP-LEGAL SVCS
537080	INTERFUND EXP-MISCELLANEOUS
537120	INTERFUND EXP-PROF & SPEC SVC
537140	INTERFUND EXP-RIGHT OF WAY
537180	INTERFUND EXP-SALARY REIMB
537200	INTERFUND EXP-SUPPORTIVE SVCS

**APPROPRIATION 4**

<b>Account Code</b>	<b>Account Description</b>
546100	EQUIPMENT - CONSTRUCTION
546160	EQUIPMENT - OTHER
546300	VEHICLES-BUSES/HEAVY TRUCK
546320	VEHICLES-CARS/LIGHT TRUCKS