

*Regional Conservation Authority***MEMORANDUM OF UNDERSTANDING BETWEEN THE WESTERN
RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY AND THE
RIVERSIDE COUNTY HABITAT CONSERVATION AGENCY TO ENCOURAGE
HABITAT IMPROVEMENT****Staff Contact:****Ken Graff, Director of Land Acquisition
and Property Management
(951) 955-9700****Background:**

The RCA is responsible for management of habitat within the Multiple Species Habitat Conservation Plan ("Plan") area to maximize the survival of 146 species covered by the Plan. Burrowing Owl, a state listed species, is covered by the Plan with a goal to have target populations in five core areas. One of these areas includes the Lake Skinner Reserve which is primarily a reserve for Stephens Kangaroo Rat ("SKR"). RCA staff approached the Lake Skinner Reserve Management Committee with a request to improve vegetation by mowing which may encourage the natural migration of Burrowing Owls into this area. A concern of the committee was that the owls are a natural predator of the SKR, but it is felt that vegetation enhancement (mowing) will also contribute to increased SKR population. Two separate test plots of 80 acres each were identified for trial vegetation management.

The Riverside County Habitat Conservation Agency ("RCHCA") requested that base line surveys be performed for the SKR and Burrowing Owl prior to any activity in both plots and then monitored following the mowing. It has been requested that should the mowing increase the Owl populations to a level where SKR population decreases an equal area of SKR habitat will be improved by the RCA in a location not likely to attract owls.

A MOU has been drafted for the RCA and RCHCA Boards to enter into in order to memorialize this collaborative management effort which attempts to benefit both species. The RCA will perform the management (mowing) of the test plots as part of its owl habitat enhancement program, and if SKR populations decrease in these plots as a result of the test, RCA will improve by mowing an equivalent area of RCHCA land. It is anticipated that mowing twice annually will cost approximately \$8,000.00 per year and is covered in the RCA's approved land management budget. The Lake Skinner Reserve does not have a vegetation management plan in place at this time but it is anticipated that a plan may be approved within the next year. Participation (mowing) by the RCA

Agenda Item 7.3 Staff Report

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may not be necessary when the Skinner Reserve begins vegetation management as it will accomplish the same goals.

Staff Recommendation:

That the RCA Board of Directors:

1. Approve the MOU between the Regional Conservation Authority and the Riverside County Habitat Conservation Agency in order to begin test plots enhancement / mowing by the RCA in the late spring of 2007.
2. Authorize the Chairman to execute said MOU on behalf of the Authority.

FINANCIAL INFORMATION	
In Fiscal Year 2006-07 Budget: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Cost: \$ 8,000 Annual Cost: \$ 8,000
Source of Funds: Tipping Fees	Budget Adjustment: No From To
Approved by: <i>Honey Bernas</i>	Date: January 3, 2007

Attachment:

MOU Between the RCA and RCHCA to Encourage Habitat Improvement

**AGENDA ITEM 7.3
ATTACHMENT**

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
WESTERN RIVERSIDE COUNTY REGIONAL
CONSERVATION AUTHORITY AND
RIVERSIDE COUNTY HABITAT CONSERVATION AGENCY
TO ENCOURAGE HABITAT IMPROVEMENT**

This Agreement is entered into on the day and year subscribed below, by and between the Western Riverside County Regional Conservation Authority (“RCA”) and the Riverside County Habitat Conservation Agency (“RCHCA”), both Joint Powers Agencies formed for the purpose of habitat conservation and management in Western Riverside County.

RECITALS

WHEREAS, RCA and RCHCA both are responsible for the management of Habitat Conservation Plans to protect endangered species within Western Riverside County; and

WHEREAS, certain types of vegetation management may benefit more than one type of species; and

WHEREAS, the RCA wishes to improve habitat for Burrowing Owl (Owl) in certain “core” areas of the Multiple Species Habitat Conservation Plan which may overlap areas intended to conserve species (SKR) managed by the RCHCA; and

WHEREAS, the Burrowing Owl is a natural predator of species managed by the RCHCA and balance of both species populations are critical to success of respective plans, and

WHEREAS, the purpose of the Memorandum of Understanding is to set forth the Parties’ understanding and roles the following Mutual Understandings are agreed to:

MUTUAL UNDERSTANDINGS:

NOW, THEREFORE, in consideration of the foregoing facts the Parties wish to memorialize, by this Memorandum of Understanding, the following mutual understandings:

- I. Mowing is a recognized and accepted vegetation management tool to improve habitat for both Owl and SKR and both species may benefit.
- II. Owl’s may relocate or increase in numbers following improvement to habitat and could increase the predatory effects on the SKR.

- III. The RCA has requested and received permission from the Reserve Managers Committee to mow two (2) 80 acre test plots within the Lake Skinner Reserve that would increase the attractiveness of this area for natural migration of Owls into this area as a part of improvement to this core area.
- IV. The RCHCA requests and the RCA agrees to perform a "base line" survey for SKR and Owl populations (burrow counts and trapping) prior to the first mowing in the late spring of 2007. Fall burrow counts and the 4x per year trapping results will be provided to the RCHCA in January.
- V. In the event that the SKR population drops below the baseline levels, the RCA agrees to habitat enhancement (mowing) on RCHCA land in an equivalent amount to the test plots. The RCHCA will select parcels for enhancement from APN numbers 467100018, 467110009, 467100010, 467100014, and 470140019.
- VI. Habitat enhancement (mowing) is done by the RCA as part of its Burrowing Owl management program under the MSHCP and there will be no direct/indirect cost to the RCHCA or Lake Skinner Reserve.

TERM

This Agreement shall be for an initial term of three years commencing on the effective date of the Agreement and may be extended by written agreement of the Parties. The Agreement may be terminated by either Party upon written notice to the other Party.

REPORTS

The RCA shall provide to the RCHCA the results of surveys performed as a result of this agreement or any other surveys or findings the result of RCA's participation in habitat management on the Lake Skinner Reserve.

AUTHORITY

This MOU does not modify or supersede the existing statutory direction to any signatory to the Agreement and is voluntarily entered into between the Parties.

MODIFICATIONS, CHANGES, OR AMENDMENTS

This Agreement constitutes the entire agreement between the RCA and RCHCA. No alteration or variation of the terms of this Memorandum of Understanding shall be valid unless made in writing and signed by the Parties.

ASSIGNMENT

This Agreement may not be assigned to any other party or entity.

NOTICES

Notices and reports sent to the RCA pursuant to this Agreement shall be sent to:

Western Riverside County Regional Conservation Authority
Attn: Thomas Mullen, Executive Director
4080 Lemon Street, 12th Floor
Riverside, CA 92501

Notices and reports sent to the RCHCA pursuant to this Agreement shall be sent to:

Riverside County Habitat Conservation Agency
Attn: Carolyn Syms Luna, Executive Director
4080 Lemon Street, 12th Floor
Riverside, CA 92501

ATTORNEYS' FEES

In the event any legal proceeding is instituted to enforce any term or provision of this Agreement, the prevailing Party in said legal proceeding shall be entitled to recover attorneys' fees and costs from the opposing Party in an amount deterred by the Court to be reasonable.

IN WITNESS THEROF, the Parties have caused this Agreement to be executed by their duly-authorized officers on the date and year set forth below.

DATE: _____ WESTERN RIVERSIDE COUNTY
REGIONAL CONSERVATION AUTHORITY

By: _____
Jeff Stone, Chairperson

ATTEST:

By: _____
Honey Bernas, Clerk of the Board

DATE: _____ RIVERSIDE COUNTY HABITAT
CONSERVATION AGENCY

By: _____
Robin Lowe, Chairperson