

*Regional Conservation Authority***RECURRING CONTRACTS FOR FISCAL YEAR 2008-09****Staff Contact:**

Honey Bernas
Director of Adm. Services
(951) 955-2842

Background:

Since its inception in 2004, the Western Riverside County Regional Conservation Authority has maintained a small staff and contracted with agencies and consultants with expertise in various specialized fields to provide support services to implement and manage the Western Riverside County Multiple Species Habitat Conservation Plan. A summary of the type of service that each contract provides is listed below. In light of revenue projections Fiscal Year 2008-09, the RCA has reduced the number of contracts by four (eliminated six and added two). Contract amounts on existing contracts have been reduced where appropriate. These contract amounts are included in the proposed Fiscal Year 2008-09 budget before the Committee for consideration today.

LIST OF RECURRING CONTRACTS

Consultant Name	Type of Service	FY 07-08 Contract Amount	Proposed FY 08-09 Contract Amount
David Driscoll	Development and implementation of Vegetation Management Plans	\$50,000.00	\$50,000.00
Dudek & Associates	MSHCP Implementation/Joint Project Review/Other Special Projects	\$859,000.00 (Reimbursable \$324,761.50)	\$850,000.00
Economics and Politics, Inc.	Economic analysis and governmental relations services.	\$100,000.00	\$24,000.00
Naty Kopenhaver	Administrative Services	\$82,800.00	\$80,000.00
O'Reilly Public Relations	Public information and outreach.	\$85,000.00	\$75,000.00
Riverside-Corona Resource Conservation District	Sublease facility located at 4500 Glenwood Drive, Riverside (Note: This was included in the budget as a lease, not as a contract.)	\$81,146.00	\$83,780.28

Agenda Item No. 9 Staff Report

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April 16, 2008

Santa Ana Watershed Association	Biological monitoring activities	\$1,360,000.00	\$1,254,850.00
Thomas B. Mullen	Obtaining funding, selected land acquisitions, SAMP, and special projects.	\$90,000.00 (six months)	\$190,000.00 (12 months) (Retainer + reimb.)
UCR - Center for Conservation Biology	Evaluation and analysis of MSHCP in relation to species and habitat.	\$50,000.00	\$50,000.00

Staff Recommendations:

That the Executive Committee:

- 1) Approve the Recurring Contracts for Fiscal Year 2008-09; and
- 2) Authorize staff to agendize this matter for the May 5, 2008 meeting of the RCA Board of Directors.

FINANCIAL INFORMATION	
In Fiscal Year 2008-09 Budget: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Cost: \$ Reference Budget Annual Cost: \$
Source of Funds: Various	Budget Adjustment: No From To
Approved by: <i>Honey Bernas</i>	Date: April 10, 2008

Attachments:

Recurring contracts

AGENDA ITEM NO. 9

**ATTACHMENT 1
RECURRING CONTRACTS
FOR
FISCAL YEAR 2008-09**

**AMENDMENT NO. 1
TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE
WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY
AND DAVID DRISCOLL
TO PROVIDE CONSULTING SERVICES**

1. PARTIES AND DATE.

This Amendment No. 1 to the Professional Services Agreement is entered into this 1st day of July, 2008 by and between the WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY ("RCA") and DAVID DRISCOLL ("CONSULTANT"). The RCA and the CONSULTANT are sometimes referred to individually as "Party" and collectively as "Parties."

2. RECITALS.

2.1 On or about October 17, 2006, the Parties entered an agreement for the purpose of providing consulting services required by RCA.

2.2 The Parties desire to amend the Agreement by extending the term to June 30, 2009 for a "Not To Exceed" amount of \$50,000 for Fiscal Year 2008-09.

2.4 This Amendment is authorized pursuant to Section 2.9.11 of the Agreement.

3. Terms.

3.1 Section 2.4.2 of the Agreement is amended to extend the term of the Agreement for a period of one year, until June 30, 2009.

3.2 Section 2.6.1 of the Agreement is amended to read that the total compensation shall not exceed \$50,000 for Fiscal Year 2008-09.

3.3 Except as set forth herein, all provisions of the Agreement shall remain in full force and effect, and shall govern the actions of the Parties hereto.

Amendment No. 1
Agreement No. 070104
July 1, 2008

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 on the date first written above.

**WESTERN RIVERSIDE COUNTY
REGIONAL CONSERVATION AUTHORITY**

DAVID DRISCOLL

By _____
Eugene Montanez
Chairman

By _____
David Driscoll
Consultant

ATTEST:

By _____
Honey Bernas,
Clerk of the Board

Approved as to Form:

By _____
Best Best & Krieger LLP
RCA General Counsel

**AMENDMENT NO. 4
TO PROFESSIONAL SERVICES AGREEMENT BETWEEN
WESTERN RIVERSIDE COUNTY REGIONAL
CONSERVATION AUTHORITY AND DUDEK &
ASSOCIATES, INC.**

1. PARTIES AND DATE.

This Amendment No. 4 ("Amendment No. 4") to the Professional Services Agreement is entered into this 1st day of July, 2008 by and between the WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY ("RCA"), a joint powers authority, and DUDEK & ASSOCIATES, INC., a California corporation ("Consultant"). The RCA and Consultant are sometimes referred to individually as "Party" and collectively as "Parties."

2. RECITALS.

2.1 On or about July 1, 2005, the Parties entered into a professional services agreement for Consultant to render such services for the MSHCP Implementation Year One project as set forth in the Agreement (the "Agreement").

2.2 On or about March 6, 2006, said Agreement was amended to increase the general scope of services and compensation ("First Amendment") and on July 1, 2006 to modify the general scope of services, term and compensation ("Second Amendment").

2.3 On or about March 1, 2008, said Agreement was modified to increase the compensation for Fiscal Year 2007-08 (Third Amendment).

2.4 The Parties desire to amend the Agreement with this Amendment No. 4 to increase the compensation for Fiscal Year 2008-09 from \$606,375 to \$850,000 to cover costs associated with performing Joint Project Review, work on the Special Area Management Plan, and other special projects. Costs for Joint Project Review and certain special projects may be reimbursed to the RCA.

2.5 This Amendment No. 4 is authorized pursuant to Section 3.5.13 of the Agreement.

3. TERMS.

3.1 Section 3.3.1 of the Agreement is amended to increase the approved contract amount for Fiscal 2008-09 from \$606,375 to a total of \$850,000 for Fiscal Year 2008-09.

3.2 Except as set forth herein, all provisions of the Agreement shall remain in full force and effect, and shall govern the actions of the Parties hereto.

Amendment No. 4
Contract No. 070122-4
July 1, 2008

3.3 IN WITNESS WHEREOF, the Parties hereto have executed this Third Amendment to the Agreement on the date first written above.

**WESTERN RIVERSIDE COUNTY
REGIONAL CONSERVATION AUTHORITY**

DUDEK & ASSOCIATES, INC.

By _____
Eugene Montanez
Chairman

By _____
Frank J. Dudek
President

ATTEST:

By _____
Honey Bernas,
Clerk of the Board

Approved as to Form:

By _____
Best Best & Krieger LLP
RCA General Counsel

**AMENDMENT NO. 3
TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE WESTERN RIVERSIDE COUNTY
REGIONAL CONSERVATION AUTHORITY AND
ECONOMICS AND POLITICS, INC. TO PROVIDE
ECONOMIC ANALYSIS AND GOVERNMENT
RELATIONS SERVICES**

1. PARTIES AND DATE.

This Amendment is entered into this 1st day of July, 2008 by and between the WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY (“RCA”) and ECONOMICS AND POLITICS, INC. (“EPI”). The RCA and EPI are sometimes referred to individually as “Party” and collectively as “Parties.”

2. RECITALS.

2.1 On or about June 1, 2006, the Parties entered an agreement for the purpose of providing economic analysis and government relations services required by RCA.

2.2 On or about June 1, 2007, the Parties amended the agreement for the purpose of increasing the total contract amount to a “Not to Exceed” amount of \$54,166.

2.3 On or about July 1, 2007, the Parties amended the agreement to extend the term of the contract to June 30, 2008 at a “Not to Exceed” amount of \$100,000 for Fiscal Year 2007-08

2.4 The Parties desire to amend the Agreement by extending the term of the contract to June 30, 2009 (“Amendment No. 3”) at a “Not to Exceed” amount of \$24,000 for Fiscal Year 2008-09.

2.5 This Amendment is authorized pursuant to Section 3.5.11 of the Agreement.

3. Terms.

3.1 Section 3.1.2 of the Agreement is amended to extend the term of the Agreement for a period of one year, until June 30, 2009.

3.2 Section 3.3.1 of the Agreement is amended to decrease the monthly retainer from \$4,166.00 to a monthly retainer of \$2,000.00, not to exceed a total sum of \$24,000 for Fiscal Year 2008-09.

Agreement No. 070112
Amendment No. 3
July 1, 2008

3.3 Except as set forth herein, all provisions of the Agreement shall remain in full force and effect, and shall govern the actions of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3 on the date first written above.

**WESTERN RIVERSIDE COUNTY
REGIONAL CONSERVATION AUTHORITY**

ECONOMICS AND POLITICS, INC.

By _____
Eugene Montanez
Chairman

By _____
John Husing
Vice President

ATTEST:

By _____
Honey Bernas,
Clerk of the Board

Approved as to Form:

By _____
Best Best & Krieger LLP
RCA General Counsel

**AMENDMENT NO. 3
TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE WESTERN RIVERSIDE COUNTY
REGIONAL CONSERVATION AUTHORITY AND
NATY KOPENHAVER**

1. PARTIES AND DATE.

This Amendment No. 3 ("Amendment No. 3") is entered into this 1st day of July, 2008 by and between the WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY ("RCA") and NATY KOPENHAVER, an individual ("Consultant"). The RCA and Consultant are sometimes referred to individually as "Party" and collectively as "Parties."

2. RECITALS.

2.1 On or about January 9, 2006, the Parties entered into an agreement for the purpose of performing administrative services ("Agreement").

2.2 On or about January 8, 2007, said Agreement was amended to extend the term and to increase the Total Compensation ("Amendment No. 1").

2.3 On or about November 5, 2007, said Agreement was amended to extend the term and to increase the Total Compensation ("Amendment No. 2").

2.4 The Parties desire to further amend the Agreement with this Amendment No. 3 to extend the term to June 30, 2009, for a "Not to Exceed" amount of \$80,000 for Fiscal Year 2008-09.

2.5 This Amendment is authorized pursuant to Section 3.5.11 of the Agreement.

3. TERMS.

3.1 Section 3.1.2 of the Agreement is amended to extend the term of the Agreement to June 30, 2009.

3.2 Section 3.3.1 of the Agreement is amended to read that the total compensation at the hourly rate of \$80.00, plus reimbursable expenses, shall not exceed \$80,000 for Fiscal Year 2008-09.

3.3 Except as set forth herein, all provisions of the Agreement No. 070107 and Amendments shall remain in full force and effect, and shall govern the actions of the Parties hereto and the amended provisions set forth in this Amendment No. 3.

Amendment No. 3
Agreement No. 070107-3
July 1, 2008

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3
on the date first written above.

**WESTERN RIVERSIDE COUNTY
REGIONAL CONSERVATION AUTHORITY**

NATY KOPENHAVER

By _____
Eugene Montanez
Chairman

By _____
Naty Kopenhaver
Consultant

ATTEST:

By _____
Honey Bernas,
Clerk of the Board

Approved as to Form:

By _____
Best Best & Krieger LLP
RCA General Counsel

**AMENDMENT NO. 3
TO PROFESSIONAL SERVICES AGREEMENT BETWEEN
WESTERN RIVERSIDE COUNTY REGIONAL
CONSERVATION AUTHORITY AND O'REILLY PUBLIC
RELATIONS**

1. PARTIES AND DATE.

This Amendment No. 3 ("Amendment No. 3") to the Professional Services Agreement is entered into this 1st day of July, 2008 by and between the WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY ("RCA"), a joint powers authority, and O'REILLY PUBLIC RELATIONS ("O'REILLY"), a California corporation ("Consultant"). The RCA and Consultant are sometimes referred to individually as "Party" and collectively as "Parties."

2. RECITALS.

2.1 On or about November 7, 2005, the Parties entered into a professional services agreement (Agreement) for the Consultant to provide certain professional public relations services required by RCA.

2.2 On or about March 6, 2006, said Agreement was amended to extend the term of the Agreement to June 30, 2007 (First Amendment).

2.3 On or about July 1, 2007, said Agreement was modified to extend the term and increase the compensation for Fiscal Year 2007-08 (Second Amendment).

2.4 The Parties desire to amend the Agreement with this Amendment No. 3 to extend the term until June 30, 2009, for a "Not to Exceed" amount of \$75,000 and amend the billing rates.

2.5 This Amendment No. 3 is authorized pursuant to Section 3.5.13 of the Agreement.

3. TERMS.

3.1 Section 3.1.2 of the Agreement is amended to extend the contract for a period of one year, until June 30, 2009.

3.2 Section 3.3.1 of the Agreement is amended to read that the total compensation shall not exceed \$75,000 for Fiscal Year 2008-09 and the billing rates are amended and more particularly described in Exhibit "C" attached hereto and incorporated herein by this reference.

Amendment No. 3
Contract No. 070105-3
July 1, 2008

3.3 Except as set forth herein, all provisions of the Agreement and Amendments shall remain in full force and effect, and shall govern the actions of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have executed this Third Amendment to the Agreement on the date first written above.

**WESTERN RIVERSIDE COUNTY
REGIONAL CONSERVATION AUTHORITY**

O'REILLY PUBLIC RELATIONS

By _____
Eugene Montanez
Chairman

By _____
Patrick J. O'Reilly
President/CEO

ATTEST:

By _____
Honey Bernas,
Clerk of the Board

Approved as to Form:

By _____
Best Best & Krieger LLP
RCA Legal Counsel

Amendment No. 3
Contract No. 070105-3
July 1, 2008

EXHIBIT “C”
Compensation

The above program activities performed by O’Reilly Public Relations will be billed on an hourly basis at the following rates with an overall budget not to exceed \$75,000* for Fiscal Year 2008-09:

President & CEO	\$ 285.00
Vice President	\$ 230.00
Director	\$ 210.00
Account Supervisor/Manager	\$ 190.00
Sr. Account Executive	\$ 175.00
Account Executive	\$ 155.00
Assist. Account Executive	\$ 115.00
Executive Assistant	\$ 100.00
Office Administrator	\$ 100.00
Support Staff	\$ 100.00
Media Specialist	\$ 50.00

* Does not include printing costs for brochure or any other collateral materials in program.

**AMENDMENT NO. 3
TO SUB-LEASE AGREEMENT BETWEEN THE RIVERSIDE-
CORONA RESOURCE CONSERVATION DISTRICT AND
THE WESTERN RIVERSIDE COUNTY REGIONAL
CONSERVATION AUTHORITY**

1. PARTIES AND DATE.

This Amendment No. 3 ("Amendment No. 3") to the Sub-lease Agreement ("Agreement") is entered into this 1st day of July, 2008 by and between the RIVERSIDE-CORONA RESOURCE CONSERVATION DISTRICT ("RCRCD"), a public agency, and the WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY ("RCA"), a joint powers authority. The RCRCD and RCA are sometimes referred to individually as "Party" and collectively as "Parties."

2. RECITALS.

2.1 On or about June 21, 2005, the Parties entered into a sub-lease agreement for the purpose of sub-leasing office space in a portion of a certain facility in the City of Riverside, located at 4500 Glenwood Drive, Riverside, California, 92501 (Agreement).

2.2 On or about July 1, 2006, the Parties amended the Agreement to extend the term to June 30, 2007 and increase the amount of office space sub-leased by RCA and clarify maintenance responsibilities (Amendment No. 1).

2.3 On or about July 1, 2007, said Agreement was amended to extend the term of the Agreement to June 30, 2008 and amend the annual sub-lease amount for Fiscal Year 2007-08. (Amendment No. 2).

2.4 The Parties desire to amend the Agreement with this Amendment No. 3 to extend the term of the Agreement to June 30, 2009, and increase the annual sub-lease amount to \$83,780.28 for Fiscal Year 2008-09.

2.5 This Amendment No. 3 is authorized pursuant to Section 21 of the Agreement.

3. TERMS.

3.1 Section 2 of the Agreement is amended to extend the term of the Agreement for a period of one year, until June 30, 2009.

3.2 Section 3 of the Agreement is amended to read that RCA shall sub-lease 4,391 square feet of office space for \$1.59 per square foot. RCA shall pay rent in the amount of \$6,981.69 per month ("Rent") for an amount "Not to Exceed" \$83,780.28 for Fiscal Year 2008-09.

3.3 Except as set forth herein, all provisions of the Agreement shall remain in full force and effect, and shall govern the actions of the Parties hereto.

Amendment No. 4
Contract No. 070122-4
July 1, 2008

3.4 IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3 on the date first written above.

**WESTERN RIVERSIDE COUNTY
REGIONAL CONSERVATION AUTHORITY**

**RIVERSIDE-CORONA RESOURCE
CONSERVATION DISTRICT**

By _____
Eugene Montanez
Chairman

By _____
Alfred Bonnet
President

ATTEST:

By _____
Honey Bernas,
Clerk of the Board

**AMENDMENT NO. 4
TO COOPERATIVE AGREEMENT BETWEEN THE
WESTERN RIVERSIDE COUNTY REGIONAL
CONSERVATION AUTHORITY AND SANTA ANA
WATERSHED ASSOCIATION**

1. PARTIES AND DATE.

This Amendment No. 4 is entered into this 1st day of July, 2008 by and between the WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY ("RCA") and THE SANTA ANA WATERSHED ASSOCIATION ("SAWA"). The RCA and SAWA are sometimes referred to individually as "Party" and collectively as "Parties."

2. RECITALS.

2.1 On or about July 1, 2006, the Parties entered into an amended cooperative agreement ("Amended Agreement") for the purpose of contracting employees to the RCA to assist in implementing the Biological Monitoring Program for the Western Riverside County Multiple Species Habitat Conservation Plan ("MSHCP").

2.2 On or about May 9, 2007, the Parties entered into a second amendment to increase the "Not to Exceed" amount ("Second Amendment").

2.3 On or about July 1, 2007, the Parties entered into a third amendment to extend the term and increase the "Not to Exceed" Amount ("Third Amendment").

2.4 The parties desire to enter into a fourth amendment to extend the term until June 30, 2009 for a "Not to Exceed" amount of \$1,254,850.00 for Fiscal Year 2008-09, amend the scope of work and update the rates.

2.5 This Amendment is authorized pursuant to Section III.B of the Amended Agreement.

3. TERMS.

3.1 Introduction and Section II.B. The Introduction and Section II.B of the Amended Agreement are amended to extend the term of the Agreement for a period of one year, until June 30, 2009. In addition, the "Not to Exceed" amount is amended to be \$1,254,850 for Fiscal Year 2008-09.

3.2 Section I.A.1. The Scope of Work is amended and more particularly described in Attachment "A" attached hereto and incorporated herein by this reference.

3.3 Section I.A.2. The Salary ranges, benefits, and overhead is amended and more particularly described in Attachment "B" attached hereto and incorporated herein by this reference.

Amendment No. 4
Agreement No. 070100-4
July 1, 2008

3.4 Section I.B of the Amended Agreement is deleted and replaced with the following:

Richard Zembal
SAWA Board Chairman
25864-K Business Center Drive
Redlands, CA 92374
714-378-3213 phone

3.5 Section II.A of the Amended Agreement is deleted and replaced with the following:

Karin Cleary-Rose
Interim Monitoring Program Administrator
4500 Glenwood Drive, Building C
Riverside, CA 92501-3042
951-782-4238 phone
951-782-4847 fax

3.6 Except as set forth herein, all provisions of the Amended Agreement, the Second Amendment and the Third Amendment shall remain in full force and effect, and shall govern the actions of the Parties hereto and the amended provisions set forth in this Amendment No. 4.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 4 on the date first written above.

**WESTERN RIVERSIDE COUNTY
REGIONAL CONSERVATION AUTHORITY**

**SANTA ANA WATERSHED
ASSOCIATION**

By _____
Eugene Montanez
Chairman

By _____
Richard Zembal
Board Chairman

ATTEST:

By _____
Honey Bernas,
Clerk of the Board

Approved as to Form:

By _____
Best Best & Krieger LLP
RCA General Counsel

Attachment A
Scope of Work
(Fiscal Year 2008-09)

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 Manager/Assistants

- Maintain the office inventory
- Order and re-order office and field supplies
- Track spending and budget allocations
- 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 1 field assistance and service	June 30, 2009

C. Reports

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

Attachment B Rates

Position Level	Hourly Rate	Annual Rate	\$125 Plan (benefits)	Rate w/ 25% overhead charge	Monthly Invoice
Office Manager	20.00	20,800	3,000	29,750.00	2,479.16
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	3,000	34,950.00	2,912.50
Biologist II	14.00	29,120	3,000	40,150.00	3,345.83
Biologist III	16.00	33,280	3,000	45,350.00	2779.16
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

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT BETWEEN
WESTERN RIVERSIDE COUNTY REGIONAL
CONSERVATION AUTHORITY AND THOMAS B. MULLEN**

1. PARTIES AND DATE.

This Amendment No. 1 ("Amendment No. 1") to the Professional Services Agreement is entered into this 1st day of July, 2008 by and between the WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY ("RCA"), a joint powers authority, and THOMAS B. MULLEN ("Consultant"). The RCA and Consultant are sometimes referred to individually as "Party" and collectively as "Parties."

2. RECITALS.

2.1 On or about January 1, 2008, the Parties entered into a professional services agreement for Consultant to render such services required by the RCA (Agreement).

2.2 The Parties desire to amend the Agreement with this Amendment No. 1 to extend the term of the agreement to June 30, 2009, revise the scope, and change reporting requirements.

2.3 This Amendment No. 1 is authorized pursuant to Section 3.5.11 of the Agreement.

3. TERMS.

3.1 Section 2.3 of the Agreement is deleted in its entirety and replaced with the following:

Project. The RCA desires to engage Consultant to render services for 1) obtaining funding to implement the Western Riverside County MSHCP, including but not limited to, reserve assembly, 2) select land acquisitions, 3) completing the Special Area Management Plan, and 4) special projects as directed by the RCA Executive Director.

3.2 Section 3.1.1 of the Agreement is deleted in its entirety and replaced with the following:

General Scope of Services. Consultant shall assist in obtaining funding for assembling the reserve and fulfilling the obligations under the MSHCP, selected land acquisitions, the Special Area Management Plan, and completing special projects for the RCA as directed by the RCA Executive Director. All Services shall be subject to, and performed in accordance with, this Agreement

Amendment No. 1
Contract No. 070120-1
July 1, 2008

and all applicable local, state and federal laws, rules and regulations.

3.3 Section 3.1.2 of the Agreement is amended to extend the term of the Agreement for a period of one year, until June 30, 2009.

3.2 Section 3.2.4 of the Agreement is amended to state that the Consultant shall provide monthly reporting requirements to the RCA Executive Director.

3.4 Except as set forth herein, all provisions of the Agreement shall remain in full force and effect, and shall govern the actions of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment to the Agreement on the date first written above.

**WESTERN RIVERSIDE COUNTY
REGIONAL CONSERVATION AUTHORITY**

THOMAS B. MULLEN

By _____
Eugene Montanez
Chairman

By _____
Thomas B. Mullen
Consultant

ATTEST:

By _____
Honey Bernas,
Clerk of the Board

Approved as to Form:

By _____
Best Best & Krieger LLP
RCA General Counsel

**AMENDMENT NO. 3
TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE WESTERN RIVERSIDE COUNTY
REGIONAL CONSERVATION AUTHORITY AND THE
CENTER FOR CONSERVATION BIOLOGY**

1. PARTIES AND DATE.

This Amendment No. 3 is entered into this 1st day of July, 2008 by and between the WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY ("RCA") and THE CENTER FOR CONSERVATION BIOLOGY ("CCB"). The RCA and CCB are sometimes referred to individually as "Party" and collectively as "Parties."

2. RECITALS.

2.1 On or about September 1, 2006, the Parties entered into an agreement for the purpose of providing consulting services required by RCA.

2.2 On or about May 14, 2007, the Parties amended the Agreement to increase the Total Compensation (Amendment No. 1).

2.3 On or about June 11, 2007, the Parties amended the agreement by extending the term (Amendment No. 2).

2.4 On or about February 4, 2008, the Parties amended the Agreement to expand the scope of services (Amendment No. 2-A).

2.5 The Parties desire to amend the agreement to extend the term to June 30, 2009, for a "Not to Exceed" amount of \$50,000.00 for Fiscal Year 2008-09.

2.6 This Amendment No. 3 is authorized pursuant to Section 3.5.19 of the original Agreement No. 070106.

3. TERMS.

3.1 Section 3.1.2 of the Agreement is amended to extend the term of the agreement until June 30, 2007.

Section 3.3.1 of the Agreement is amended to read that the total compensation shall not exceed \$50,000 for Fiscal Year 2008-09.

3.2 Except as set forth herein, all provisions of the Agreement No. 070106 shall remain in full force and effect, and shall govern the actions of the Parties hereto and the amended provisions set forth in this Second Amendment.

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment on the date first written above.

**WESTERN RIVERSIDE COUNTY
REGIONAL CONSERVATION AUTHORITY**

**CENTER FOR CONSERVATION
BIOLOGY**

By _____
Eugene Montanez
Chairman

By _____
Michael F. Allen
Director

ATTEST:

Approved as to Form:

By _____
Honey Bernas,
Clerk of the Board

By _____

Approved as to Form:

By _____
Best Best & Krieger LLP
RCA General Counsel