

*Regional Conservation Authority***RECURRING CONTRACTS FOR FISCAL YEAR 2009-10****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 anticipated revenue projections for Fiscal Year 2009-10, the RCA has reduced the number of contracts and amounts on existing contracts where appropriate for an overall reduction of approximately 26%. If approved, these contract amounts will be included in the proposed Fiscal Year 2009-10 budget which will be brought before the Committee for consideration in May.

LIST OF RECURRING CONTRACTS

Consultant Name	Type of Service	FY 08-09 Contract Amount	Proposed FY 09-10 Contract Amount
David Driscoll	Development and implementation of Vegetation Management Plans	\$50,000.00	\$45,000.00
David Kennett, Capitol Alliance Consulting	Governmental relations services	\$73,750.00	\$75,000.00
Dudek & Associates	MSHCP Implementation/Joint Project Review/Other Special Projects	\$850,000.00	\$680,000.00
Economics and Politics, Inc.	Economic analysis and governmental relations services	\$24,000.00	\$24,000.00
Naty Kopenhaver	Administrative services	\$80,000.00	\$80,000.00
O'Reilly Public Relations	Public information and outreach	\$75,000.00	\$40,000.00
Riverside-Corona Resource Conservation District	Sublease facility located at 4500 Glenwood Drive, Riverside (Note: This will be included in the budget as a lease, not as a contract.)	\$83,780.28	\$83,780.28

Agenda Item No. 9 Staff Report

Page 2

April 15, 2009

Santa Ana Watershed Association	Biological monitoring activities	\$1,254,850.00	\$858,930.00
Thomas B. Mullen	Obtaining funding, selected land acquisitions, SAMP, and special projects	\$190,000.00	\$106,000.00 (\$96,000 Retainer + \$10,000 Est. reimb.)
TOTAL		\$2,681,380.28	\$1,992,710.28

Staff Recommendations:

That the Executive Committee:

- 1) Recommend that the RCA Board of Directors approve the Recurring Contracts for Fiscal Year 2009-10; and
- 2) Authorize staff to agendize this matter for the May 4, 2009 meeting of the RCA Board of Directors.

FINANCIAL INFORMATION	
Incl. in Proposed Fiscal Year 2009-10 Budget: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Cost: \$ 1,992,710.28 Annual Cost: \$ N/A
Source of Funds: Various	Budget Adjustment: N/A From To
Approved by: <i>Honey Bernas</i>	Date: April 7, 2009

Attachments:

Recurring contracts

AGENDA ITEM NO. 9

ATTACHMENT 1

**AMENDMENT NO. 2
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. 2 to the Professional Services Agreement is entered into this 1st day of July, 2009 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 ("Agreement").

2.2 On or about July 1, 2008, said Agreement was amended to extend the term and increase the Total Compensation ("Amendment No. 1").

2.3 The Parties desire to amend the Agreement by extending the term to June 30, 2010 and increasing the total compensation for a "Not to Exceed" amount of \$45,000 for Fiscal Year 2009-10 ("Amendment No. 2").

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, 2010.

3.2 Section 2.6.1 of the Agreement is amended to read that the total compensation shall not exceed \$45,000 for Fiscal Year 2009-10.

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 and the amended provisions set forth in this Amendment No. 2.

Amendment No. 2
Agreement No. 070104-2
July 1, 2009

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 on the date first written above.

**WESTERN RIVERSIDE COUNTY
REGIONAL CONSERVATION AUTHORITY**

DAVID DRISCOLL

By _____
Bob Buster
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. 1
TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE
WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY
AND DAVID KENNETT, CAPITOL ALLIANCE CONSULTING, LLC
TO PROVIDE GOVERNMENT RELATIONS SERVICES**

1. PARTIES AND DATE.

This Amendment No. 1 to the Professional Services Agreement is entered into this 1st day of July, 2009 by and between the WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY ("RCA") and DAVID KENNETT, CAPITOL ALLIANCE CONSULTING, LLC ("CONSULTANT"). The RCA and the CONSULTANT are sometimes referred to individually as "Party" and collectively as "Parties."

2. RECITALS.

2.1 On or about July 7, 2008, the Parties entered an agreement for the purpose of providing government relations services required by RCA ("Agreement").

2.2 The Parties desire to amend the Agreement by amending the scope, extending the term to June 30, 2010, and increasing the total compensation for a "Not to Exceed" amount of \$75,000 for Fiscal Year 2009-10 ("Amendment No. 1").

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

3. TERMS.

3.1 Section 3.1.1 Exhibit A of the Agreement is replaced with the attached Exhibit A.

3.2 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, 2010.

3.3 Section 3.3.1 of the Agreement is amended to read that the consultant shall receive compensation for all Services, excluding reimbursable expenses, rendered under this Agreement. The total compensation shall not exceed Seventy-five Thousand Dollars (\$75,000.00). Payments shall be made in 12 monthly installments of \$6,250. 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.

3.4 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 and the amended provisions set forth in this Amendment No. 1.

Amendment No. 1
Agreement No. 09001-1
July 1, 2009

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 KENNETT

By _____
Bob Buster
Chairman

By _____
David Kennett, President
Capitol Alliance Consulting, LLC

ATTEST:

By _____
Honey Bernas,
Clerk of the Board

Approved as to Form:

By _____
Best Best & Krieger LLP
RCA General Counsel

EXHIBIT A

Scope of Services

The Scope of Services outlines ongoing and anticipated work related to counsel on all issues associated with the federal government. Specifically this will include:

- Supporting RCA on issues related to obtaining and utilizing Endangered Species Act Section 6 grant funding.
- Supporting efforts to increase federal funding for Habitat Conservation Planning and Land Acquisition.
- Working with the Department of Interior, Department of Transportation and other agencies on issues related to species conservation.
- Building and presenting the case for federal support of habitat conservation plans.
- Supporting the County's appropriations requests related to habitat acquisition and the Riverside County Integrated Plan as a whole.
- Supporting attempts to secure legislation related to the Riverside County Transportation Commission's participation in the Riverside County Multi-Species Habitat Conservation Plan.
- Other projects as may be developed from time to time.

A. Scope of Work. The scope of work outlines activities necessary to achieve our clients' objectives for July 2009 through June 2010.

Task 1: Review, Research, and Identify Federal Funding Opportunities. CAC reviews and identifies federal funding and partnership opportunities associated with our projects.

- Work product: Research and develop funding and partnership opportunity information for meetings with our clients, initial communications with Congressional and Administration contacts regarding funding opportunities and trends. Help coordinate efforts on already existing authorizations with Congressional offices and other interests in the region.

Task 2: Develop Project Agenda. CAC meets with our clients to refine projects and strategy related to the federal government. CAC briefs our clients on our proposed strategy for project requests. CAC also communicates with Congressional staff regarding the strategy for securing federal support.

- Work product: Communications with our client regarding the federal strategy. Communications and coordination with Congressional staff regarding strategy for authorization and appropriations.

Task 3: Project Descriptions and Project Submission. CAC works with our clients to finalize project descriptions and supporting materials for project submission. CAC assists our clients in drafting correspondence to Congressional offices requesting support for projects. CAC coordinates communications with Congressional offices and confirms submission of project requests. CAC drafts any necessary legislative language for Congressional office consideration.

- Work product: Project descriptions, supporting materials, Congressional correspondence and other communications, draft legislative language.

Task 4: Project Support. While ensuring our clients meet project submission deadlines, CAC advocates on behalf of our clients for early Congressional support for our project agenda. CAC provides support to Congressional staff with project descriptions and draft correspondence to Congressional committees in support of the projects. CAC arranges meetings with Congressional staff to ensure project submission and support. CAC also arranges meetings with Congressional offices, the Department of Interior, and other agencies in Washington and in California to discuss our projects.

- Work product: Communications with Congressional offices, draft client correspondence, draft Congressional correspondence, Congressional memoranda, project support material required or requested by Congressional committees, meetings with Administration officials and staff.

Task 5: Client Advocacy. CAC strongly encourages our clients to meet with Congressional representatives and Administration officials to lobby for our projects. CAC provides full support to our clients, including, but not limited to, meeting scheduling, briefing materials, and talking points for meetings. CAC staff accompanies our clients to meetings in Washington and California, and follows up on all action items resulting from meetings, including letters of appreciation. CAC advises our clients regarding additional communications at key points throughout the process, and provides draft correspondence, contact information, and talking points to our clients. CAC also advises our clients regarding building and maintaining strong working relationships with Congressional offices, and as appropriate, with Administration officials and staff.

- Work product: Meeting schedules, briefing materials, talking points, draft correspondence, communications with our clients, Congressional testimony.

Task 6: CAC Advocacy. Throughout the Congressional session, CAC will regularly communicate with Members of Congress, their staff, and key committee staffers in support of our projects. CAC provides support to Congressional offices, including support letters to Congressional committees, talking points for Member and staff meetings, memoranda regarding project and budget status, draft Congressional testimony, and other communications as requested by Congressional offices. CAC tracks legislation of interest to our clients, including appropriations, authorization legislation, and other legislation, and will report key developments in the legislative

process. CAC staff attends relevant committee hearings and markups and provides updates to our clients.

- Work product: Communications with Congressional representatives, draft correspondence, draft proposed legislation, support materials, memoranda for Congressional offices regarding project status, and other support as requested and needed by Congressional offices, attend Congressional hearings.

Task 7: Client Communications. CAC's presence in Southern California has always promoted open and easy communications between our team and our clients regarding projects and other needs. We will be available for meetings in Riverside and we will remain available via telephone and email to answer questions and respond to other inquiries and requests from you. In addition to meetings with our clients, CAC is available to attend other meetings in Southern California of interest to you, including joint powers authority meetings, advisory board meetings, and other meetings. CAC personnel are also available at anytime to check and track the status of any legislation or regulatory activity at the federal level, as well as to advise you regarding any impact on your interests.

- Work product: Meetings, written status reports, other communications as necessary, meetings with other relevant entities, legislation, respond to information requests from our clients, monitor local and regional news.

Task 8: Outcomes and Project Assessment. Upon final determinations by Congress or agencies, CAC reports results to our clients immediately upon information availability, and provides copies of relevant legislation, Congressional reports, and other documents when made available to CAC or the public. CAC debriefs Congressional offices regarding project results and reports findings to our clients. CAC also provides outcomes assessments, assisting CAC and you in formulating our federal agenda for the next cycle. CAC also provides draft letters of appreciation as appropriate.

- Work product: Communications regarding results and assessment of federal agenda, debriefing our clients and Congressional offices regarding outcomes.

Task 9: Secure Funds from the Federal Bureaucracy. Fiscal and political realities have changed in recent years to the degree that, even if Congress appropriates funds for a specific project, federal agencies can delay or even deny the release of these funds. CAC will take an active role in working past, present and future Congressional appropriations through the applicable agencies.

- Work product: Help our clients meet the procedural and political requirements necessary to release appropriated funds. Such assistance may be in the form of legislation or report language, exchanges of letters, facilitating and managing meetings, or other assistance.

**AMENDMENT NO. 5
TO PROFESSIONAL SERVICES AGREEMENT BETWEEN
WESTERN RIVERSIDE COUNTY REGIONAL
CONSERVATION AUTHORITY AND DUDEK &
ASSOCIATES, INC.**

1. PARTIES AND DATE.

This Amendment No. 5 ("Amendment No. 5") to the Professional Services Agreement is entered into this 1st day of July, 2009 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 On or about July 1, 2008, said Agreement was modified to increase the general scope of services and increase Total Compensation (Amendment No. 4).

2.5 The Parties desire to further amend the Agreement to increase Total Compensation for a "Not to Exceed" amount of \$680,000.00 for Fiscal Year 2009-10 (Amendment No. 5).

2.6 This Amendment No. 5 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 Year 2009-10 from \$636,695 to a "Not to Exceed" amount of \$680,000 for Fiscal Year 2009-10.

3.2 Exhibit B The rates listed in Exhibit B to the Second Amendment are hereby replaced by Exhibit A of this Fifth Amendment..

Amendment No. 5
Contract No. 070122-5
July 1, 2009

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 and the amended provisions set forth in this Amendment No. 5

3.4 IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 5 on the date first written above.

**WESTERN RIVERSIDE COUNTY
REGIONAL CONSERVATION AUTHORITY**

DUDEK & ASSOCIATES, INC.

By _____
Bob Buster
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

Exhibit A

DUDEK 2008 STANDARD SCHEDULE OF CHARGES

Engineering Services

Project Director	\$205.00/hr
Program Manager	\$190.00/hr
Principal Engineer II	\$180.00/hr
Principal Engineer I	\$170.00/hr
Senior Project Manager	\$160.00/hr
Project Manager	\$145.00/hr
Resident Engineer	\$135.00/hr
Senior Engineer II	\$135.00/hr
Senior Engineer I	\$125.00/hr
Associate Engineer	\$115.00/hr
Project Engineer IV	\$110.00/hr
Project Engineer III	\$100.00/hr
Project Engineer II	\$95.00/hr
Project Engineer I	\$85.00/hr
Field Engineer II	\$110.00/hr
Field Engineer I	\$100.00/hr
Engineering Assistant	\$75.00/hr

Right-of-Way Management Services

Principal ROW Manager	\$170.00/hr
ROW Project Manager	\$140.00/hr
ROW Senior Engineer	\$125.00/hr
ROW Engineer	\$115.00/hr
ROW Technician	\$105.00/hr
ROW Research Analyst	\$75.00/hr

Environmental Services

Principal	\$210.00/hr
Senior Project Manager/Specialist	\$195.00/hr
Environmental Specialist/Planner VI	\$170.00/hr
Environmental Specialist/Planner V	\$150.00/hr
Environmental Specialist/Planner IV	\$135.00/hr
Environmental Specialist/Planner III	\$125.00/hr
Environmental Specialist/Planner II	\$110.00/hr
Environmental Specialist/Planner I	\$100.00/hr
Analyst	\$85.00/hr
Planning Research Assistant	\$70.00/hr

Construction Management Services

Principal/Manager	\$195.00/hr
Senior Construction Manager	\$180.00/hr
Senior Project Manager	\$160.00/hr
Construction Manager	\$150.00/hr
Project Manager	\$140.00/hr
Resident Engineer	\$135.00/hr
Construction Engineer	\$130.00/hr
On-site Owner's Representative	\$105.00/hr
Construction Inspector III	\$120.00/hr
Construction Inspector II	\$110.00/hr
Construction Inspector I	\$100.00/hr

Hydrogeological Services

Principal	\$205.00/hr
Practice Manager	\$185.00/hr
Sr. Environmental Engineer	\$185.00/hr
Sr. Hydrogeologist/Sr. Proj Mgr	\$165.00/hr
Project Manager	\$150.00/hr
Associate Hydrogeologist/Engineer	\$135.00/hr
Hydrogeologist IV/Engineer IV	\$120.00/hr
Hydrogeologist III/Engineer III	\$110.00/hr
Hydrogeologist II/Engineer II	\$100.00/hr
Hydrogeologist I/Engineer I	\$90.00/hr
Technician	\$85.00/hr

District Management & Operations

District General Manager	\$175.00/hr
District Engineer	\$160.00/hr
Operations Manager	\$150.00/hr
District Secretary/Accountant	\$85.00/hr
Collections System Manager	\$95.00/hr
Grade V Operator	\$100.00/hr
Grade III Operator	\$80.00/hr
Grade I Operator	\$55.00/hr
Operator in Training	\$40.00/hr
Collection Maintenance Worker II	\$55.00/hr
Collection Maintenance Worker I	\$40.00/hr

Office Services

Technical/Drafting/CADD Services

3D Graphic Artist	\$140.00/hr
Senior Designer	\$120.00/hr
Designer	\$105.00/hr
Assistant Designer	\$85.00/hr
GIS Specialist IV	\$135.00/hr
GIS Specialist III	\$120.00/hr
GIS Specialist II	\$110.00/hr
GIS Specialist I	\$100.00/hr
CADD Operator II	\$95.00/hr
CADD Operator I	\$85.00/hr
CADD Drafter	\$80.00/hr
CADD Technician	\$70.00/hr

Surveying Services (Coachella Valley)

Professional Land Surveyor	\$160.00/hr
3-Person Survey Crew	\$235.00/hr
2-Person Survey Crew	\$205.00/hr
1-Person Survey Crew	\$110.00/hr
Survey Analyst	\$110.00/hr
Asst. Survey Analyst/CADD Mapper	\$80.00/hr

Support Services

Technical Editor III	\$130.00/hr
Technical Editor II	\$110.00/hr
Technical Editor I	\$90.00/hr
Publications Assistant III	\$90.00/hr
Publications Assistant II	\$80.00/hr
Publications Assistant I	\$70.00/hr
Clerical Administration	\$70.00/hr

Forensic Engineering – Court appearances, depositions, and interrogatories as expert witness will be billed at 2.00 times normal rates.

Emergency and Holidays – Minimum charge of two hours will be billed at 1.75 times the normal rate.

Material and Outside Services – Subcontractors, rental of special equipment, special reproductions and blueprinting, outside data processing and computer services, etc., are charged at 1.15 times the direct cost.

Travel Expenses – Mileage at 50.5 cents per mile. Per diem where overnight stay is involved is charged at cost

Invoices, Late Charges – All fees will be billed to Client monthly and shall be due and payable upon receipt. Invoices are delinquent if not paid within thirty (30) days from the date of the invoice. Client agrees to pay a monthly late charge equal to one percent (1%) per month of the outstanding balance until paid in full.

**AMENDMENT NO. 4
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, 2009 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 (Amendment No. 1).

2.3 On or about July 1, 2007, the Parties amended the agreement to extend the term and increase total compensation (Amendment No. 2).

2.4 On or about July 1, 2008, the Parties amended the agreement to extend the term and increase Total Compensation (Amendment No. 3).

2.5 The Parties desire to amend the Agreement by extending the term of the contract to June 30, 2010 and increase Total Compensation for a "Not to Exceed" amount of \$24,000 for Fiscal Year 2009-10 (Amendment No. 4).

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, 2010.

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 and the amended provisions set forth in this Amendment No. 4.

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

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

**WESTERN RIVERSIDE COUNTY
REGIONAL CONSERVATION AUTHORITY**

ECONOMICS AND POLITICS, INC.

By _____
Bob Buster
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. 4
TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE WESTERN RIVERSIDE COUNTY
REGIONAL CONSERVATION AUTHORITY AND
NATY KOPENHAVER**

1. PARTIES AND DATE.

This Amendment No. 4 ("Amendment No. 4") is entered into this 1st day of July, 2009 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 On or about July 1, 2008, said Agreement was amended to extend the term and to increase the Total Compensation ("Amendment No. 3").

2.5 The Parties desire to further amend the Agreement with this Amendment No. 4 by extending the term to June 30, 2010, and increasing Total Compensation for a "Not to Exceed" amount of \$80,000 for Fiscal Year 2009-10 ("Amendment No. 4").

2.4 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, 2010.

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 2009-10.

Amendment No. 4
Agreement No. 070107-4
July 1, 2009

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. 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**

NATY KOPENHAVER

By _____
Bob Buster
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. 4
TO PROFESSIONAL SERVICES AGREEMENT BETWEEN
WESTERN RIVERSIDE COUNTY REGIONAL
CONSERVATION AUTHORITY AND O'REILLY PUBLIC
RELATIONS**

1. PARTIES AND DATE.

This Amendment No. 4 ("Amendment No. 4") to the Professional Services Agreement is entered into this 1st day of July, 2009 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 purpose 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 ("Second Amendment").

2.4 On or about July 1, 2008, said Agreement was modified to extend the term and increase compensation ("Amendment No. 3").

2.5 The Parties desire to further amend the Agreement to extend the term until June 30, 2010 and amend the Scope of Services for a "Not to Exceed" amount of \$40,000 for Fiscal Year 2009-10 ("Amendment No. 4").

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

3. TERMS.

3.1 Section 3.1.1 of the Agreement is deleted and replaced to read that the Consultant promises and agrees to furnish to RCA all labor, materials, tools, equipment, services and incidental and customary work necessary to fully and adequately supply the professional public relations consulting services necessary under this Agreement. Consultant shall assist RCA with public and media outreach efforts on an as needed basis. Such services may include, but not be limited to, development of news releases and

Amendment No. 4
Contract No. 070105-4
July 1, 2009

related media materials, and development of presentations and related materials for marketing, public education and outreach. Services shall be subject to, and performed in accordance with, this Agreement, and all applicable local, state and federal laws, rules and regulations.

3.2 Section 3.1.2 of the Agreement is amended to extend the contract for a period of one year, until June 30, 2010.

Section 3.2.2 of the Agreement is deleted and replaced to read that the Consultant shall provide the Services to RCA on an as needed basis, within the term of this Agreement. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions.

Section 3.3.1 of the Agreement is amended to read that the total compensation shall not exceed \$40,000 for Fiscal Year 2009-10.

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 Fourth Amendment to the Agreement on the date first written above.

**WESTERN RIVERSIDE COUNTY
REGIONAL CONSERVATION AUTHORITY**

O'REILLY PUBLIC RELATIONS

By _____
Bob Buster
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. 4
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. 4 ("Amendment No. 4") to the Sub-lease Agreement ("Agreement") is entered into this 1st day of July, 2009 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 On or about July 1, 2008, said Agreement was amended to extend the term of the Agreement to June 30, 2009 and amend the annual sub-lease amount for Fiscal Year 2008-09 (Amendment No. 3).

2.4 The Parties desire to amend the Agreement with this Amendment No. 4 to extend the term of the Agreement to June 30, 2010 for an amount "Not to Exceed" \$83,780.28 for Fiscal Year 2009-10 (Amendment No. 4).

2.5 This Amendment No. 4 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, 2010.

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 2009-10.

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.

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

**WESTERN RIVERSIDE COUNTY
REGIONAL CONSERVATION AUTHORITY**

**RIVERSIDE-CORONA RESOURCE
CONSERVATION DISTRICT**

By _____
Bob Buster
Chairman

By _____
Alfred Bonnet
President

ATTEST:

By _____
Honey Bernas,
Clerk of the Board

Approved as to Form:

By _____
Best Best & Krieger LLP
RCA General Counsel

**AMENDMENT NO. 5
TO COOPERATIVE AGREEMENT BETWEEN THE
WESTERN RIVERSIDE COUNTY REGIONAL
CONSERVATION AUTHORITY AND SANTA ANA
WATERSHED ASSOCIATION**

1. PARTIES AND DATE.

This Amendment No. 5 is entered into this 1st day of July, 2009 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 Total Compensation ("Second Amendment").

2.3 On or about July 1, 2007, the Parties entered into a third amendment to extend the term and increase Total Compensation ("Third Amendment").

2.4 On or about July 1, 2008, the Parties amended the Agreement to extend the term, increase Total Compensation ("Amendment No. 4").

2.5 The parties desire to further amend the Agreement to extend the term until June 30, 2010, increase the Total Compensation for a "Not to Exceed" amount of \$858,930.00 for Fiscal Year 2009-10, amend the scope of work and update the rates ("Amendment No. 5").

2.6 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, 2010. In addition, the "Not to Exceed" amount is amended read \$858,930.00 for Fiscal Year 2009-10.

Amendment No. 5
Agreement No. 070100-5
July 1, 2009

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.

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

Lee Reeder
Executive Director
P.O. Box 219
Chino, CA 91708
(909) 606-1933, ext. 105

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

Mary Grady
Monitoring Program Administrator
4500 Glenwood Drive, Building C
Riverside, CA 92501-3042
951-248-2552 phone
951-782-4847 fax

3.6 Except as set forth herein, all provisions of the Amended Agreement 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. 5.

Amendment No. 5
Agreement No. 070100-5
July 1, 2009

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 _____
Bob Buster
Chairman

By _____
Lee Reeder
Executive Director

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 2009-10)

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 two (2) 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 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 Manager

- 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 both on paper and electronically; manage data query requests
- 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
- 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>
Field assistance and service	June 30, 2010

C. Reports

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

Attachment B Rates

Position Level	Hourly Rate	Annual Rate	S125 Plan (benefits)
Office Manager	20.00 – 24.00	33,280 – 39,936	6,000
Office Assistant	11.00 – 15.00	22,880 – 31,200	6,000
Technician (Part-time)	12.00 – 14.00	13,200 – 18,560	
Biologist I	12.00 – 14.00	24,960 – 29,120	3,000
Biologist II	14.00 – 16.00	29,120 – 33,280	3,000
Biologist III	16.00 – 18.00	33,280 – 37,440	3,000
Biologist - Crew Lead I	18.00 – 22.00	37,440 – 45,760	6,000
Biologist - Crew Lead II	22.00 – 24.00	45,760 – 49,920	6,000
Lead Biologist I	24.00 – 26.00	49,920 – 54,080	6,000
Lead Biologist II	26.00 – 28.00	54,080 – 58,240	6,000
Lead Biologist III	28.00 – 30.00	58,240 – 62,400	6,000
GIS Analyst I	24.00 – 26.00	49,920 – 54,080	6,000
GIS Analyst II	26.00 – 26.00	54,080 – 58,240	6,000
Database Manager I	22.00 – 24.00	45,760 – 49,920	6,000
Database Manager II	24.00 – 26.00	49,920 – 54,080	6,000

*SAWA charges 25% overhead. Factor is applied to all costs.

**AMENDMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT BETWEEN
WESTERN RIVERSIDE COUNTY REGIONAL
CONSERVATION AUTHORITY AND THOMAS B. MULLEN**

1. PARTIES AND DATE.

This Amendment No. 2 ("Amendment No. 2") to the Professional Services Agreement is entered into this 1st day of July, 2009 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 On or about July 1, 2008, the Parties amended the Agreement to extend the term, revise the scope, and change reporting requirements ("Amendment No. 1").

2.3 The Parties desire to further amend the Agreement by extending the term to June 30, 2010 and increase Total Compensation for a "Not to Exceed" amount of \$106,000.00 for Fiscal Year 2009-10 ("Amendment No. 2").

2.4 This Amendment No. 2 is authorized pursuant to Section 3.5.11 of the Agreement.

3. TERMS.

3.1 Section 3.3.1 of the Agreement is amended to reduce the monthly retainer from \$15,000 per month to \$8,000 per month for Fiscal Year 2009-10.

3.2 Except as set forth herein, all provisions of the Agreement No. 070120 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. 2.

Amendment No. 2
Contract No. 070120-2
July 1, 2009

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2
on the date first written above.

**WESTERN RIVERSIDE COUNTY
REGIONAL CONSERVATION AUTHORITY**

THOMAS B. MULLEN

By _____
Bob Buster
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