

*Regional Conservation Authority***AMENDMENT NO. 6 TO COOPERATIVE AGREEMENT NO. 070100
BETWEEN THE WESTERN RIVERSIDE COUNTY REGIONAL
CONSERVATION AUTHORITY AND THE SANTA ANA WATERSHED
ASSOCIATION****Staff Contact:****Ken Graff, Director of Land
Acquisition
(951) 955-8805****Background:**

On November 8, 2005 the Western Riverside County Regional Conservation Authority (RCA) entered into a Cooperative Agreement with the Santa Ana Watershed Association (SAWA) to provide biological support staff to the Monitoring Program described in Section 5.3 of the Multiple Species Habitat Conservation Plan. In order to meet species monitoring schedules required by Section 5.3, a workforce of biologists conduct field work and provide office support, the day-to-day scheduling, assignments and supervision of SAWA staff biologists was directed by an onsite California Department of Fish and Game (CDFG) employee who acted as Monitoring Program Administrator.

Due to a resignation and budget reductions, the CDFG has been unable to refill their staff position since it became vacant. Most recently, the Monitoring Program Administrator position was filled with a United States Fish and Wildlife Service (USFWS) employee and said position was funded 50/50 by RCA and the USFWS. CDFG and RCA staff have discussed and agree that a SAWA employee, experienced as a Lead Biologist with the Monitoring Program for five (5) years, can effectively assume the leadership position of Monitoring Program Administrator and be responsive to both RCA and CDFG while supervising the SAWA workforce provided by the Agreement.

To accommodate this change, Exhibits A and B of the Agreement must be revised to add a job description for the new SAWA-employed Monitoring Program Administrator and to reflect an increase in labor costs. Further, the Agreement must be amended to increase the Not to Exceed amount of the contract by \$17,000.00 to \$875,930.00 for the remainder of the term (until June 30, 2010) to fund the salary of the new position. The cost of this increase will be funded using savings resulting from the early termination the USFWS Contract.

Executive Committee and Staff Recommendation:

That the RCA Board of Directors approve Amendment No. 6 to the Cooperative Agreement between the RCA and SAWA (Agreement Number 070100-6).

Attachment:

Amendment No. 6 to Agreement No. 070100-6

FINANCIAL INFORMATION	
In Fiscal Year 2009-10 Budget: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Cost: \$ 17,000 Annual Cost: N/A
Source of Funds: Tipping Fees, Flood Control Contributions, Other misc. revenue	Budget Adjustment: No
Approved by: <i>Honey Bernas</i>	Date: April 21, 2010

AGENDA ITEM NO. 7.3

ATTACHMENT

**Amendment No. 6 to
Agreement No. 070100-6
With SAWA**

**AMENDMENT NO. 6
TO COOPERATIVE AGREEMENT BETWEEN THE
WESTERN RIVERSIDE COUNTY REGIONAL
CONSERVATION AUTHORITY AND SANTA ANA
WATERSHED ASSOCIATION**

1. PARTIES AND DATE.

This Amendment No. 6 is entered into this ____ day of _____, 2010, 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 sub-contracting SAWA 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 On or about July 1, 2009, the Parties amended the Agreement to extend the term, increase the Total Compensation ("Amendment No. 5").

2.6 The parties now desire, by way of this Amendment No. 6, to further amend the Agreement to clarify that all SAWA employees that are sub-contracted to the RCA will remain employees of SAWA only, and to add a supervisory staff position ("Supervisor") to oversee any SAWA employee(s) that are sub-contracted to the RCA for the MSHCP.

2.7 The parties further desire, as part of this Amendment No. 6, to increase the Total Compensation for a "Not to Exceed" amount of \$875,947.00 for Fiscal Year 2009-10, and to amend the scope of work and update the rates.

2.8 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 change the "Not to Exceed" amount to \$875,947.00 for Fiscal Year 2009-10.

3.2 Section I.A.1 of the Amended Agreement is hereby amended to include the following underlined and italicized language:

"Hire fulltime and part-time SAWA staff to carry out biological monitoring activities for RCA as further identified and described in the Scope of Work, Attachment A, during the term of this Agreement ("SAWA Staff"). The SAWA Staff to be sub-contracted to the RCA will be identified or approved by the Monitoring Program Administrator (also referenced as "RCA liason"). *The SAWA Staff sub-contracted to the RCA will remain employees of SAWA only, and the RCA and/or any other individual, entity, or agency that participates in, or assists with, the MSHCP will not be considered a joint employer of the SAWA staff, and will not have any supervisory powers or duties in relation to the SAWA Staff.*

In addition, a supervisory position ("Supervisor") is hereby created to oversee any SAWA Staff that is sub-contracted to the RCA for the MSHCP. The Supervisor shall be a SAWA employee only. The Supervisor will serve at the direction of RCA and as liaison with California Department of Fish and Game ("CDFG") as Monitoring Program Administrator. Only the Supervisor will have supervisory powers, duties, and responsibilities over the SAWA Staff that are sub-contracted to the RCA, including the power to hire, suspend, and/or terminate the employment of said SAWA Staff members. However, upon the written request of the RCA, the Supervisor shall promptly remove any SAWA Staff member from the MSHCP and/or replace said SAWA Staff member with another SAWA Staff member reasonably acceptable to the RCA.

In addition, the Scope of Work attached to the Amended Agreement and any amendments to the Amended Agreement is hereby deleted in its entirety and is replaced with the Attachment "A" attached hereto and incorporated herein by this reference.

3.3 Section I.A.2. The salary ranges, benefits, and overhead listed in the Amended Agreement and any amendments to the Amended Agreement is hereby amended as 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
Santa Ana Watershed Association
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:

Executive Director
Western Riverside County Regional Conservation Authority
3403 10th Street, Suite 320
P.O. Box 1667
Riverside, CA 92502-1667
951-955-9700 phone
951-955-8873 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. 6.

Amendment No. 6
Agreement No. 070100-6

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 6 on the date first written above.

**WESTERN RIVERSIDE COUNTY
REGIONAL CONSERVATION AUTHORITY**

**SANTA ANA WATERSHED
ASSOCIATION**

By _____
Gary Thomasian
Chairman

By _____
Lee Reeder
Executive Director

ATTEST:

By _____
Honey Bernas,
Clerk of the Board

Approved as to Form:

Approved as to Form:

By _____
Best Best & Krieger LLP
RCA General Counsel

By _____
Gregory P. Powers
Jackson DeMarco Tidus Peckenpaugh
SAWA 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.) and a SAWA Supervisor for the SAWA staff, 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") in coordination with the RCA, and under the direct supervision of the SAWA staff Supervisor.
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, and a SAWA Supervisor for the SAWA 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:

Monitoring Program Administrator

- Develop annual work plans and budgets
- Identify contract needs, write scopes of work, manage contracts
- Advertise, interview, and hire Monitoring Program staff; conduct performance reviews
- Develop training manuals and training programs for staff
- Direct and schedule staff activities
- Identify field supply and equipment needs; submit orders; maintain inventory, including vehicles

- Identify land access needs and coordinate with agencies on access agreements
- Facilitate monthly reserve management/monitoring coordination meetings
- Attend monthly RCA team meetings and other agency meetings as required
- Give occasional presentations to the RCA Board
- Coordinate with Wildlife Agencies on survey methodology and monitoring activities
- Develop / maintain currency of operations and implementation manuals
- Oversee production of annual survey reports
- Distribute Monitoring Program data as appropriate
- Participate in development of survey protocols and detection probabilities for those covered species with specific species objectives in Section 5.3 of the MSHCP.
- Oversee implementation of focused species surveys
- Begin combining surveys of multiple taxa within a covered vegetation/habitat type to test a long-term monitoring strategy that tracks the status, trend, and condition of covered species over time
- Coordinate vegetation analyses efforts with reserve managers within the MSHCP

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)
Monitoring Program Administrator	32.00 – 36.00	66,560 – 74,880	6,000
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.