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The Western Riverside County Regional Conservation Authority was established in 2004 as a joint powers authority to administer the 2003 Western Riverside County Multiple Species Habitat Conservation Plan. Currently, the Authority consists of eighteen (18) cities and the county.

MEETING

Monday May 2, 2016

12:30 p.m.

Riverside County Administrative Center

Board Room, First Floor, 4080 Lemon Street, Riverside, CA 92501

OFFICERS

Eugene Montanez, Chairman
City of Corona

Marion Ashley, Vice-Chairman
County of Riverside, District 5

BOARD MEMBERS

George Moyer
City of Banning

Kevin Bash
City of Norco

Brenda Knight
City of Beaumont

David Starr Rabb
City of Perris

Jeffrey Hewitt
City of Calimesa

Andy Melendez
City of Riverside

Tim Brown
City of Canyon Lake

Crystal Ruiz
City of San Jacinto

Clint Lorimore
City of Eastvale

Maryann Edwards
City of Temecula

Linda Krupa
City of Hemet

Ben Benoit
City of Wildomar

Verne Lauritzen
City of Jurupa Valley

Kevin Jeffries
County of Riverside, District 1

Natasha Johnson
City of Lake Elsinore

John Tavaglione
County of Riverside, District 2

Matt Liesemeyer
City of Menifee

Chuck Washington
County of Riverside, District 3

D. LaDonna Jempson
City of Moreno Valley

John Benoit
County of Riverside, District 4

Jonathan Ingram
City of Murrieta

Charles Landry, Executive Director



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MEETING AGENDA

* Actions may be taken on any item listed on the agenda. Non-exempt materials related to an item on this agenda submitted to the RCA Board after distribution of the agenda packet are available for public inspection at the RCA Offices, 3403 Tenth Street, Suite 320, Riverside, California, during normal business hours. Such documents are also available on the Western Riverside County Regional Conservation Authority website at www.wrc-rca.org subject to staff's ability to post the documents before the meeting. Alternative formats are available upon request by contacting the Clerk of the Board at (951) 955-9700. Notification of at least 72 hours prior to meeting time will assist staff in accommodating such requests.

Monday , May 2, 2016

12:30 p.m.

**Riverside County Administrative Center
First Floor Annex - Board Hearing Room
4080 Lemon Street, Riverside, CA 92501**

In compliance with the Americans with Disabilities Act and Government Code Section 54954.2, if special assistance is needed to participate in a Board meeting, please contact the Clerk of the Board at (951) 955-9700. Notification of at least 48 hours prior to meeting time will assist staff in assuring that reasonable arrangements can be made to provide accessibility at the meeting.

1. CALL TO ORDER

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL**

4. **PUBLIC COMMENTS**

At this time members of the public can address the RCA Board of Directors regarding any items within the subject matter jurisdiction of the Board that are not separately listed on this agenda. Members of the public will have an opportunity to speak on agenda items at the time the item is called for discussion. No action may be taken on items not listed on the agenda unless authorized by law. Each individual speaker is limited to speak three (3) continuous minutes or less. Any person wishing to address the Board on any matter, whether or not it appears on this agenda, is requested to complete a Request to Speak form from the Clerk of the Board. The completed form is to be submitted to the Clerk of the Board prior to an individual being heard. Whenever possible, lengthy testimony should be presented to the Board in writing and only pertinent points presented orally. Any written documents to be distributed or presented to the RCA Board of Directors shall be submitted to the Clerk of the Board.

5. **BOARD MEMBER ANNOUNCEMENTS**

(This item provides the opportunity for the Board Members to report on attended meetings/conferences and any other items related to RCA activities.)

6. **ADDITIONS/REVISIONS**

(The Board may add an item to the Agenda after making a finding that there is a need to take immediate action on the item and that the item came to the attention of the Board subsequent to the posting of the agenda. An action adding an item to the agenda requires 2/3 vote of the Board. If there are less than 2/3 of the Board Members present, adding an item requires a unanimous vote. Added items will be placed for discussion at the end of the agenda.)

7. **APPROVAL OF MINUTES - RCA Board Meeting - [April 4, 2016](#)**

8. **CONSENT CALENDAR**

(All matters listed under the Consent Calendar will be approved in a single motion unless a Board member requests separate action on specific Consent Calendar item. The item will be pulled from the Consent Calendar and placed for discussion.)

8.1 **WESTERN RIVERSIDE COUNTY MULTIPLE SPECIES HABITAT CONSERVATION PLAN (MSHCP) LOCAL DEVELOPMENT MITIGATION FEE (LDMF) COLLECTION AND CIVIC/INFRASTRUCTURE CONTRIBUTION REPORT FOR MARCH 2016**

Overview - [Staff Report](#)

This item is for the RCA Board of Directors to receive and file the Western Riverside County MSHCP LDMF collection and Civic/Infrastructure Contribution Report for March 2016

8.2 **RESOLUTION NO. 2016-009 RESOLUTION OF THE BOARD OF DIRECTORS OF THE WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS FOR ACQUISITION OF REAL PROPERTY**

Overview - [Staff Report](#)

This item is for the RCA Board of Directors to adopt Resolution No. 2016-009, Resolution of the Board of Directors of the Western Riverside County Regional Conservation Authority Authorizing the Acceptance of Grant Funds for Acquisition of Real Property. The approval shall be conditional upon the Board's approval, in closed session, of the proposed purchase.

9. **RESOLUTION NO. 2016-008, RESOLUTION OF THE BOARD OF DIRECTORS OF THE WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY ADOPTING THE FISCAL YEAR 2017 OPERATING AND CAPITAL BUDGET**

Overview - [Staff Report](#)

This item is for the RCA Board of Directors to adopt Resolution No. 2016-008, Resolution of the Board of Directors of the Western Riverside County Regional Conservation Authority Adopting the Fiscal Year 2017 Operating and Capital Budget.

10. **RECURRING CONTRACTS FOR FISCAL YEAR 2017**

Overview - [Staff Report](#)

- 1) This item is for the RCA Board of Directors to approve the Recurring Contracts for Fiscal Year 2017; and
- 2) Authorize the RCA Executive Director, upon legal counsel review and approval, to executive said agreements on behalf of the RCA.

11. **BIOLOGICAL MONITORING PROGRAM WORK PLAN AND COST ESTIMATE FOR FISCAL YEAR 2017**

Overview - [Staff Report](#)

This item is for the RCA Board of Directors to approve the Biological Monitoring Program Work Plan and Cost Estimate for Fiscal Year 2016-17.

12. **EXECUTIVE DIRECTOR'S REPORT**

12.1 **Loan Program**

12.2 **Update on Fee Credit and Waiver Policy**

13. **LAND ACQUISITION UPDATE**

14. **ITEMS FOR NEXT MEETING**

Board members are invited to suggest additional items to be brought forward for future discussion.

15. **CLOSED SESSION ITEMS**

15.1 **CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Pursuant to Government Code Section 54956.8**

Negotiating Parties: RCA - Executive Director or Designee
Under Negotiation: Price/Terms

Item	Assessor Parcel No.	Property Owners
1	413-480-001 413-480-002 413-480-003 413-480-004 413-480-005	Live Oak Canyon (Thomas Arthur Hudson, Redlands Conservancy, Riverside Land Conservancy)
2	900-060-013 900-060-016 900-060-032 900-060-033	Southwest Mesa Partners, LLC

16. ADJOURNMENT

The next meeting of the Western Riverside County Regional Conservation Authority Board of Directors is scheduled for Monday, June 6, 2016, at 12:30 p.m., at the County of Riverside Administrative Center, Board Room, 4080 Lemon Street, Riverside, California.

[2016 RCA Commonly Used Acronyms](#)

AGENDA ITEM NO. 7

MINUTES
April 4, 2016



MEETING MINUTES

1. CALL TO ORDER

The meeting of the Western Riverside County Regional Conservation Authority was called to order by Chairman Montanez at 12:30 p.m. on Monday, April 4, 2016, in the Board Room of the Riverside County Administrative Center, 4080 Lemon Street, Riverside, California, 92501.

2. PLEDGE OF ALLEGIANCE

Board Member Lauritzen led the RCA Board Members and meeting attendees in a flag salute.

3. ROLL CALL - Taken by Rose Esparza, RCA Administrative Manager.

Board Members Present

Board Members Absent

<p>George Moyer, <i>City of Banning</i> Brenda Knight, <i>City of Beaumont</i> Jeffrey Hewitt, <i>City of Calimesa</i> Tim Brown, <i>City of Canyon Lake</i> Eugene Montanez, <i>City of Corona</i> Clint Lorimore, <i>City of Eastvale</i> Linda Krupa, <i>City of Hemet</i> Verne Lauritzen, <i>City of Jurupa Valley</i> Natasha Johnson, <i>City of Lake Elsinore</i> Matt Liesemeyer, <i>City of Menifee</i> Jonathan Ingram, <i>City of Murrieta</i> Kevin Bash, <i>City of Norco</i> David Starr Rabb, <i>City of Perris</i> Andy Melendrez, <i>City of Riverside</i> Crystal Ruiz, <i>City of San Jacinto</i> Maryann Edwards, <i>City of Temecula</i> Ben Benoit, <i>City of Wildomar</i> Kevin Jeffries, <i>Riverside County District I</i> Bonnie Wright, <i>Riverside County District III (Alt.)</i> Marion Ashley, <i>Riverside County District V</i></p>	<p>D. LaDonna Jempson, <i>City of Moreno Valley</i> John Tavaglione, <i>Riverside County District II</i> John Benoit, <i>Riverside County District IV</i></p>
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4. PUBLIC COMMENTS

Chairman Montanez called for public comments on items not listed on the agenda. There were no public comments.

5. BOARD MEMBER ANNOUNCEMENTS

Chairman Montanez called for any Board Member announcements. There were no announcements.

6. ADDITIONS/REVISIONS

There were no additions or revisions to the agenda.

7. APPROVAL OF MINUTES – March 7, 2016

M/S/C (EDWARDS/KRUPA) to approve the minutes of the March 7, 2016 meeting of the RCA Board of Directors.

Ayes 19, Nays 0, Abstain 1 (WRIGHT).

8. CONSENT CALENDAR

M/S/C (JEFFRIES/BENOIT) to approve the Consent Calendar Agenda Item Nos. 8.1, 8.2, 8.3, and 8.4

Ayes 20, Nays 0

8.1 WESTERN RIVERSIDE COUNTY MULTIPLE SPECIES HABITAT CONSERVATION PLAN (MSHCP) LOCAL DEVELOPMENT MITIGATION FEE (LDMF) COLLECTION AND CIVIC/INFRASTRUCTURE CONTRIBUTION REPORT FOR FEBRUARY 2016

Overview

This item is for the RCA Board of Directors to receive and file the Western Riverside County MSHCP LDMF Collection and Civic/Infrastructure Contribution Report for February 2016.

8.2 NON DEVELOPMENT HANS FUNDING LEVEL FOR FISCAL YEAR 2017

Overview

This item is for the RCA Board of Directors to direct staff to continue to set aside no more than three percent (3%) of Western Riverside Multiple

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Species Habitat Conservation Plan Local Development Mitigation Fees received, effective July 1, 2016, to purchase Non-Development HANS properties under Section 1.13 of the Land Acquisition Policies.

8.3 RESOLUTION NO. 2016-006 RESOLUTION OF THE BOARD OF DIRECTORS OF THE WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS FOR ACQUISITION OF REAL PROPERTY

Overview

This item is for the RCA Board of Directors to adopt Resolution No. 2016-006, *Resolution of the Board of Directors of the Western Riverside County Regional Conservation Authority Authorizing the Acceptance of Grant Funds for Acquisition of Real Property*. The approval shall be conditional upon the Board's approval, in closed session of the proposed purchase.

8.4 RESOLUTION NO. 2016-007 RESOLUTION OF THE BOARD OF DIRECTORS OF THE WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY RESCINDING AUTHORIZATION TO ACCEPT GRANT FUNDS FOR ASSESSING DISPERSAL AND MORTALITY OF BURROWING OWLS FOLLOWING PASSIVE AND ACTIVE RELOCATION

Overview

This item is for the RCA Board of Directors to adopt Resolution No. 2016-007, *Resolution of the Board of Directors of the Western Riverside County Regional Conservation Authority Rescinding Authorization to Accept Grant Funds for Assessing Dispersal and Mortality of Burrowing Owls Following Passive and Active Relocation*.

9. RESOLUTION NO. 2016-003, RESOLUTION OF THE BOARD OF DIRECTORS OF THE WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY REVISING ITS FEE CREDIT AND WAIVER POLICY SUPERSEDING AND REPLACING RESOLUTION NO. 05-05.

Overview

This item is for the RCA Board of Directors to adopt Resolution No. 2016-003, *Resolution of the Board of Directors of the Western Riverside Revising Its- Fee Credit and Waiver Policy Superseding and Replacing Resolution No. 05-05*.

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Honey Bernas, Director of Administrative Services, presented this item and indicated that the RCA Board of Directors directed staff to update RCA's Fee Credit and Waiver Policy.

The intent of the proposed policy is to provide Member Agencies with implementation guidance and the RCA Board authority over the fee credits and waivers. A fee credit is described in the Plan, as an incentive that Member Agencies can offer developers in exchange for dedication of land that contributes to reserve assembly. The current policy is Resolution No. 05-05 which provides that Member Agencies *may* send a fee credit request to RCA for review and comment.

Staff developed a draft policy that was distributed to Member Agencies seeking their input and suggestions. A number of valuable comments were received from several Member Agencies and the Executive Committee. The intent of the policy is to assist the Member Agencies and RCA. After several meetings, discussions and revisions, staff believes that the proposed policy is acceptable to Member Agencies and the RCA.

The proposed policy defines and Honey Bernas gave an overview of the application process, review timeline, review standards, levels of approval authority, decision and appeal process, reporting and conveyance of conservation land. She added that nothing in the proposed policy impedes or limits and Member Agency's ability to approve a fee credit agreement or Flood Control's ability to offset its mitigation payments.

Staff and the Executive Committee recommend that the RCA Board of Directors adopt this resolution superseding Resolution 05-05.

Chairman Montanez called upon Ed Sauls, representing The Sauls Company, who requested to speak on this item. Mr. Sauls asked the Clerk to distribute a letter dated April 4, 2016 to all RCA Board Members. (A copy of Mr. Sauls's letter is on file at the RCA.)

Mr. Sauls thanked the RCA Board Members for the opportunity to speak on this item. He stated that although this item may have been somewhat vetted, the purpose of the hearing is to provide the Board with some perspectives that may not have been brought to the table before. Mr. Sauls stated that everyone he knows that has dealt with this Plan since its inception in the 1990's has been well-intentioned, and it is his belief that the policy presented today was well-intended.

He stated that all wear different hats and those wearing different hats see things differently. Mr. Sauls stated that there are problems that are apparent in the proposed policy and the policy should be reconsidered. Mr. Sauls brought three hats representing

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the Board Members' roles. He presented an Angels hat which represented the RCA Board Members' position on the RCA Board, as they are in an angelic position. A City of Lake Elsinore hat represented Board Members acting as a city or county officials. A Navy hat represented Board Members' sworn roles as elected officials protecting citizens, their interests, and rights.

Mr. Sauls stated that from an Angel's perspective, the policy looked okay, but it was not clear from the presentation that there is a demonstrated need for the policy. While there may be a need, it's not clear to the public. It's not clear what problem RCA is trying to solve. He asked if the policy is really needed, if it is the best solution, and if the Board has been presented with alternatives. He suggested that the Board look for that type of direction from staff. Mr. Sauls stated that from a city perspective, this policy adds costs, time and uncertainty to the process, particularly the HANS process.

He stated that fee credits are supposed to be negotiated as part of the incentives. The prospective city is supposed to work on incentives to set aside land for free. The process in the policy kills that and may result in unintended consequences where developers may decline the fee credit and force RCA to purchase the property. Additionally, the policy puts the cities in a position where they have to ask the RCA Board for permission to use something that they already have the authority to do. If there is a problem to solve, RCA could be in a position where they simply ask the city to allow the review of the fee credits, and any problem could be elevated to the Board, which would not undermine a city's authority. Finally, the Board, in their role of protecting the citizens, is telling those who were given the HANS process for protecting their interest in this Plan that three to six months and \$5 to \$10 thousand dollars will be added to the process because of an appraisal. He stated that if the applicant does not like the appraisal, they may appeal it to the RCA Board, which is not an independent third party. He stated that is a conflict of interest and not the right way to do government. For those reasons, Mr. Sauls asked that the RCA Board pull this policy back and ask the staff to reconsider the policy. He believes there are better ways to accomplish the objective.

Board Member Jeffries thanked Mr. Sauls for his presentation on what he considers to be a constitutional issue and the right of elected officials in their entities to control their destinies. He acknowledged and extended his appreciation to Honey Bernas for working to incorporate many ideas and suggestions from his office to try to make the policy more palatable. He asked if the verbiage "Nothing in this resolution impedes or limits a Member Agency's ability to approve a fee credit agreement," does not, in real terms, just set things back to where they are today. It appears that the policy just goes full circle, implements all of these new regulations where everything goes to the Executive Director, who may or may not agree, but the Member Agency still gets to decide what it wants to do. If the RCA does not agree with what the Member Agency agrees to, at the end of the day, there is potential litigation. He asked if RCA is trying to minimize these occurrences. Honey Bernas

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answered in the affirmative and added the intent of the policy would be that RCA is aware fee credits and fee credit agreements prior to them being entered into to avoid problems after the fact. It was meant to ensure Member Agencies and the RCA to work together to ensure that fee credits are appropriate and fair. She added that a fee credit should always be based on an appraised value so ordering an appraisal should not add time to the process. Board Member Jeffries stated that he raised the same concerns expressed today and has never been comfortable having any City Council or the Board of Supervisors surrender any level of authority over to a non-appointed governing body that is not accountable to the public directly, recognizing that every member of the Board is an elected official. He asked general counsel to comment. Steve DeBaun, General Counsel, said the language was requested by one of the Member Agency's staff to provide recognition that Member Agencies retain their land use authority. It is up to the Member Agency to make the determination whether or not to enter into the credit agreement. What the remainder of the policy sets forth is the process by which RCA will evaluate the credits, value them, and determine if they are valid. An agency can go forward under their land use authority and enter into a credit agreement, but if they do so without consulting with RCA or without that approval, there could be question after the fact as to whether those are valid credits vis-a-vis the Member Agency's relationship with the RCA. Board Member Jeffries' argument is that elected bodies have the right to make mistakes, questionable judgements and decisions, but it is their right to make those decisions whether RCA agrees with them or not. He believes the one statement, "Nothing in the policy prohibits a Member Agency is from entering into a fee credit agreement..." preserves and respects that right and makes it very clear that RCA has the potential process that Member Agencies may or may not like and may or may not agree to play by in their individual jurisdictions, and he can live with that. He does not like the rest of the policy because it implies that Member Agencies are going to surrender their authority, but Section VI serves as a reminder them that they are not.

Honey Bernas thanked Board Member Jeffries and expressed her appreciation for the guidance and input he and his staff provided. She made reference to Mr. Sauls' comments regarding the appraisal process, stating that the policy refers to Section 6.1.1 of the MSHCP, which lays out the appraisal process. If a property disagrees with the valuation of property, the property owner may, at their expense, obtain a second appraisal that meets yellow book standards, and any discrepancies between the appraisals would be reviewed by a third party.

Board Member Jeffries stated that he has some heartburn with RCA's process. There is a development in his district that has a lot of challenges on its own. The developer is buying a lot of acreage to give to the RCA, is setting aside more acreage around their project, and is being required to pay a fee. It appears that RCA is getting many bites at the apple and shouldn't be. RCA can only ask so much from landowners.

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Board Member Krupa stated that this policy has created a lot of conversation in the City of Hemet. While the City is late to weigh in on the policy, she believes what is not established is how the implementation ordinance, which the City of Hemet and assumingly all members have adopted, will be revised. She believes that RCA is able get to the goal without changing the role of local control, which cities need to retain. She stated that she had no problem with the review standards and believes they are absolutely appropriate and helpful. If the policy were revised to be notification, rather than a decision-making and appeal policy where RCA is taking control, she would have less concern. The original intent of the MSHCP and the implementation was that these fee credits would be determined by the individual municipalities who have signed onto this JPA.

Board Member Ashley advised that Ed Sauls is one of the individuals representing the private industry, landowners, and developers that worked on and fought hard to get this Plan approved. He stated that RCA would not be here today if not for people like Ed Sauls who truly believes in and understands the Plan. Board Member Ashley's wants to ensure that RCA does not infringe upon private property owners' rights, nor the county or cities' sovereignty. He is of the opinion that the policy needs more work.

Chairman Montanez asked Charlie Landry to give background information on why this process to amend the policy started.

Charles Landry, Executive Director, said that the MSHCP allows the Cities and County who have land use authority to provide fee credits. The RCA does not have an enforceable policy that even requires that RCA be notified when fee credits occur. Unless the Member Agency informs RCA of a fee credit, the only way RCA is made aware is through an audit finding, which can be years afterwards and places RCA and the Member Agency in dispute after the fact. Values have to be reviewed. In some cases, land that is intended to be conveyed to RCA as part of the credit process has no value to the MSHCP. Also, for fiscal reasons, RCA needs to know what fee credits are being given ahead of time, and there needs to be some certainty to the process. This policy was mirrored as much as possible with TUMF because it's a similar type of policy. There had to be a mechanism that would get to an end as opposed to a Member Agency may coordinate.

Chairman Montanez agreed with Supervisor Jeffries' assertion that each agency is able to make their own decisions, but as Charlie Landry indicated, those decisions do come back and affect RCA as a whole. If a Member Agency agreed to take property that is unusable in exchange for fees, it would affect all the Member Agencies. RCA is not finding out about some of these credits until an audit is conducted and that has been part of the problem. Chairman Montanez stated if there's an alternative process that someone would like to propose, it would have been helpful to have received that six months ago, but this policy is not something that has to be decided upon today. The Chairman asked for recommendations for alternative ways to accomplish this, keeping in mind that if a Member Agency makes a bad decision, it affects all RCA members. The policy needs to protect the

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agency as a whole, as well as the members' in all of their roles exemplified by the hats that Mr. Sauls used. The Chairman stated that there is no urgency to adopt this policy today. He encouraged those who have issues with the policy as written to propose language that allow staff and the RCA, as an agency, to deal with this issue.

Board Member Jeffries stated that the Executive Director raised a red flag when he labeled this as an enforceable policy. It goes right back to Board Member Jeffries' point that City Councils do not report to the RCA Board. They are not accountable to the Executive Director. It is not an enforceable policy to the elected body of the city. It is a legal dispute at the end of the day, and that is all it is. Charles Landry apologized, stating it was bad terminology on his part.

Board Member Jeffries said he and Board Member Lauritzen agree that what is needed is a required reporting/notification procedure rather than a required policy.

Vice Chairman Ashley agreed with Board Member Jeffries and added that it should include uniform criteria throughout with everyone using the same procedure.

Board Member Jeffries said it should not be a policy trying to exert RCA authority over the Member Agency. It should be an adopted procedure for Member Agencies to notify RCA as to what is going on, much of which would be laid out in the exact language, but without the implication that RCA has final say over what a council does or does not do in their local jurisdiction.

Chairman Montanez asked if Board Member Jeffries was volunteering to sit on Ad Hoc Committee. Board Member Jeffries responded in the negative stating his belief that staff understands what the Board is looking for and needs to be done. He questioned if the Executive Committee understood that the Board wants an adopted policy/procedures verses a policy that directs how Member Agencies are going to run things.

Vice Chairman Ashley suggested that this agenda item be referred back to the Executive Committee to resolve the issues raised and then bring the matter back to Board.

Board Member Ingram asked, for clarification purposes, if this issue is more about understanding how RCA can create lines of communication with the cities when they are entering into fee credit agreements and have projects in the queue. Honey Bernas responded in the affirmative. He recommended creating a policy that RCA is notified when a fee credit is in the queue and not waiting three years to do an audit, which is not prudent. Audits should be yearly or quarterly, whatever it takes to ensure that RCA is aware that fee credits have happened. Fee credits may be valued at millions of dollars and have a huge impact on RCA. He suggested that the policy be referred back with the understanding that that RCA needs be able to communicate, and it is essential that RCA know what the Member Agencies and those involved with the JPA are approving.

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Board Member Ruiz said she is playing catch up. She asked what the notification process is today or if there is one. Honey Bernas responded that the Member Agencies are supposed to report all fee credits to RCA on a monthly basis. Chairman Montanez advised that it is not happening. Board Member Ruiz asked if the intent of this proposed policy is to keep fee credits in line and get the Member Agencies to commit to giving RCA the information on monthly basis. Honey Bernas answered in the affirmative and added that the other intent of the policy was to assist Member Agencies to not enter into fee credit agreements that give away RCA funds or MSHCP fees for land that does not contribute to reserve assembly. Board Member Ruiz stated that she understood that, but does not understand how this policy is going to help especially when RCA Board Members are elected officials. They work for the people and their job is to protect their city. This policy is a good idea, but it's pulling this authority away from the cities, and RCA should not be doing this. She stated that there needs to be another process or timeframe that requires consistency, but that voting on this item today is not a good idea.

Board Member Krupa advised that Resolution No. 05-05 spells out that when a Member Agency receives a request for fee credit or proposes a fee credit, such request *may* be sent to the Authority (General Manager) for review and comment. She recommended that the language be changed to state that notification *will* be sent to the RCA on a quarterly, semi-annual, or annual basis. She stated that the problem is the line of communication. Taking away local control and leaving it up to RCA is what the Board Members have an issue with. The open line of communication is imperative. The language that is already in the resolution just needs to be changed from "may" to "will" be sent and implement the standards at the same time.

Charlie Landry stated that he understood the Board's direction that the policy be changed to a coordination type policy. He believes it would be useful to keep the proposed standards that are already built into the new resolution to provide implementation guidance. He suggested that staff re-work the policy so that it is a coordination policy.

Board Member Krupa further stated that the Review Standards in Section II are absolutely appropriate. They lay out the common playing field for Member Agencies in establishing fee credits.

Chairman Montanez said another other issue is Member Agency staff turnover and education. Between RCA, RCHCA, WRCOG and other organizations, there is a lot to learn, and often historical knowledge is lost with staff changes. Even if Member Agencies notify RCA, agencies need to make sure that staff is up to speed and knows what is and what is not acceptable for property exchange.

Board Member Edwards said that having heard all of the input from the Directors, there are three issues. One is a line of communication, but it has to be more than that. If the policy

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just states that Member Agencies “will” report, rather than “may” report, what are the teeth behind the policy? What are the consequences if cities don’t report? Chairman Montanez added that it is not just the reporting, it’s whether the land contributes to reserve assembly. Board Member Edwards continued that the second issue is establishing consistent guidelines that are easy for Member Agencies and developers to understand. The policy needs to convey what RCA is looking for with reference to fee credits, which is clearly spelled out in the MSHCP. She believes that the goal should be to put in place the teeth behind “you will report.” What happens when three years down the road, there is a new City Manager, two of Council Members are gone, the development is finished, and no one remembers anything that was said? The policy should spell out guidelines to make sure that Member Agencies understand what is required through the MSHCP, and then somehow, without usurping their authority, hold them to that.

Chairman Montanez stated that as the RCA Board moves forward, it is important that each member who has commented or wishes to comment, is involved in what RCA comes up with as a resolution so that before it goes to the Executive Committee, all Board Members are aware of and involved in the direction. There are two simplistic things that need to be addressed. The first is the reporting. The RCA as a group needs to know what properties are being considered for fee credit. The second is the land being offered in exchange for the fee credit. Is the property useable for reserve assembly? It sounds simple, but as evidenced by today’s meeting, it is not as simple as it sounds.

Board Member Melendrez stated that the Board touches on something that all experience, which is the fluidity of the staff, council members and a variety of other things. He stated his observation that staff did a lot of work and outreach in trying to connect with all the cities. When developing a policy such as this and one thing probably everyone has experienced is that no policy is perfect. There will always be issues and necessary refinements. Given the work that has been done and the way staff has reached out to Member Agencies, he suggested that the Board consider moving forward with the proposed resolution and policy and review it again in one year to see how it’s working. If things are moving in right direction or the policy can be tightened up or made stronger, revisions can be made to make the better policy in the future. He likes the outline and the outreach. He stated that there are pros and cons in the policy, but suggested that the Board move forward with the policy and review it in one year to see how it is working, and needed revisions to make a stronger policy can be made at that time.

In the interest of transparency, Board Member Brown stated that he would like to see every fee credit agreement reported back to RCA Board, even as a consent item. Even fee credits under \$200 thousand could represent 40 to 80 acres, which is significant information and should be reported.

Board Member Hewitt stated he liked Supervisor Jeffries’ comment that Member Agencies can do whatever they want. He can find a lot of worthless property and use it as a fee

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waiver and be more competitive at attracting developers than the cities next to Calimesa. That works great for him. The two issues that he is concerned with are the appraisals. What is the property worth and goodness of fit. He said the problem is that cart is being pushed ahead of the horse. The goodness of fit is not a decision that staff can make overnight. It takes time. He stated that there is flexibility in the system. If a developer gives RCA property in lieu of fees which not useable, it still has a value. It has a pawn shop value. Land is a fluid currency in a sense. He proposed that at the very least, the property be valued at the pawn shop value and RCA adds the difference in fees later on. He said it may be a terrible idea, but that is what he thinks will keep fairness to the process.

Board Member Liesemeyer stated that developers have to go water districts to get a will serve letter if they are going to start a project. That is the developer's way of indicating they are going to start working on negotiating a project. The developer knows early on if they plan on gifting lands or changing hands of land with RCA. When the developer advises the City that they will be requesting a fee credit, the city could reach out to RCA and basically request a number. This would open the line of communication early on so that RCA can begin the process early on rather than later.

Chairman Montanez said that would be one way to start the process even earlier than has been contemplated. RCA and everyone involved would be aware at the very beginning stage of the project. RCA staff could then give some direction to Member Agency staff in a standard letter. It could also be a notice to Member Agencies that their staff has not come in for training in two years and an inquiry as to whether staff has changed and if they are familiar with the procedures.

Board Member Edwards suggested that along with the letter, RCA could provide each Member Agency with a form that could be used to do a self-check.

Chairman Montanez stated that when developers come to their counters, Member Agencies could provide developers with a letter advising them to coordinate with RCA so that the developer knows the process and there are no surprises.

Board Member Knight stated that she is newest member to RCA Board. From her perspective in dealing with fee credit headaches, given that Mr. Sauls is before the Board and the comments from the County Supervisors and other Board Members, she is uncomfortable with the policy as is. She agreed with Board Member Edwards that there must be some teeth behind the policy to push Member Agencies to do what is expected. She is in support of considering a policy that requires reporting, but not with what is being proposed.

Board Member Johnson stated that from what she has heard, all are in agreement with some kind of formalization of the process. She believes it is important to note that as RCA has grown, there are issues that were brought up, and this is why the policy is being

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brought before the RCA Board. The Executive Committee has vetted the policy several times, but the more important issue is that staff did outreach for the first time and spent a lot of energy making sure that the Member Agencies had time to comment regarding the policy. The City of Lake Elsinore and the County were provided the opportunity to inflect and interject their ideas. She asked Honey Bernas for confirmation that every single recommendation was included or negotiated with RCA staff and the Executive Committee. Honey Bernas confirmed that suggestions were vetted and only one or two recommendations were not included in policy. Board Member Johnson further stated all of the Board is in agreement that there should be a policy, but there is a sense of being uncomfortable. She recommended that the RCA Board direct that this policy be taken back to Executive Committee to consider all comments mentioned and come up with some additional ideas. She made a motion that the matter be referred back to the Executive Committee for revision and return back to the RCA Board.

Board Member Brown stated that the RCA Board formerly had a stakeholders group and asked if this policy was presented before that group. Charles Landry answered that it was not. Board Member Brown asked if there was any reason this policy cannot be brought before the Stakeholders to get their input. Charlie Landry said it would take some time to reassemble the stakeholder committee.

Chairman Montanez suggested that since that Mr. Sauls took the time to appear before the Board on this matter and has been a major leader in the stakeholder group, that he be invited to provide RCA input and direction. Chairman Montanez stated that he agreed with Board Member Brown. Given that the stakeholders don't meet on a regular basis, the Chairman asked Mr. Sauls to be part of the solution. Mr. Sauls stated that a meeting would be most sufficient and that he would be happy to help.

M/S/C (JOHNSON/MOYER) to refer this item back to the Executive Committee for revision and return item to the RCA Board at a future date.

10. EXECUTIVE DIRECTOR'S REPORT

10.1 Washington D.C. Trip for Section 6 Funding

Charles Landry, Executive Director, reported that two weeks ago the annual California HCP Coalition meeting took place in Washington, D.C. The purpose of the meeting was to increase Section 6 funding, which is RCA's federal match money for HCP acquisition. He reminded the Board Members that for the last couple of years only a total of \$18 million was available nationwide, of which RCA has received \$2 million a year for the last couple of years. He accompanied RCA Board Member Tavaglione to several meetings, and they were joined by RCA's lobbyists, Dave Kennett and Doug Wheeler. It was a very productive trip. They met with the Department of Interior, Michael Bean and his staff, and USFWS. They also met with Congressman Calvert, along with his

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staff lead. Congressman Calvert is the Chair for the House Interior Appropriations subcommittee.

They also met with Senators Feinstein's and Boxer's staffs. Their meetings included Senate Interior appropriations and the Office of Management and Budget. They had further meetings with the President's Council on Environmental Quality, which are the President's environmental advisors. Additionally, the Coalition spread out and met with members of the California House delegation.

There were also a couple of individuals from the National HCP Coalition, which is newly established. Included in this meeting was Commissioner Covey from Williamson County, Texas, who arranged for RCA to meet with Representative John Carter of Texas. The meeting was particularly important for out of state buy in for future loan legislation. He said that Congressman Carter signed on and is ready to help push the loan legislation. Previously, there has not been a lot of help from out of state with the loan legislation.

He also reported meeting with the Western Governors' Association who is looking at possible changes to the Endangered Species Act. The Authority wants to be on the ground floor if there is any movement on these proposed changes.

10.2 Minor Amendment Regarding Participating Special Entities

Charles Landry asked Laurie Dobson Correa, Director of Reserve Management and Monitoring, to give a summary on PSEs. Laurie stated that RCA has drafted a minor amendment to address PSEs. They are non-member agencies, third parties, who elect to join the Plan to get listed species coverage. The Plan defines a PSE as any regional public facility provider. It could be utilities, water or school districts, anybody that is not already a member can join. Utilities have joined the Plan in past, and the RCA has had inquiries from several private pipeline companies and from Lockheed who is working on the Potrero Valley and Laborde Canyon clean-ups. They are undertaking that work themselves, and there is no entity that they need a permit from so they can't join the Plan. Any PSE that joins the Plan has to comply with all applicable provisions and pay a fee that's usually based on their construction cost. The Authority has proposed an amendment, after consulting with RCA legal counsel and the Wildlife Agencies and their counsel, to allow private entities to join the plan under the same provisions as public entities. It was determined that the take is there, and it doesn't matter if they are public or private projects. The RCA is preparing to circulate this amendment and wanted to make the RCA Board of Directors aware. She asked if there were any questions.

Chairman Montanez said he has two Board Members in the queue.

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Michelle Ouellette, General Counsel, added that this is not an agenda item. It's a report under Executive Director's report so if it needs discussing, it can be placed on the agenda for next month.

Chairman Montanez asked if City of Calimesa and City of Canyon Lake were wishing to speak or was it an error.

Board Member Hewitt (Calimesa) indicated it was an error.

Board Member Brown (Canyon Lake) said his question was related to the PSE report.

Chairman Montanez suggested that Board Member Brown ask RCA staff his question, and if it was raised to the level of placing it on a future meeting agenda, that could be requested.

11. LAND ACQUISITION UPDATE

Charlie Landry, Executive Director, reported that at the last RCA Board of Directors meeting it was reported that 52,806 acres in the reserve. Two more parcels totaling approximately 150 acres were acquired, which brings the reserve to 52,955 acres.

12. ITEMS FOR NEXT MEETING

Chairman Montanez asked if any Board Member had items for next meeting. There being none, unless after closed session Board Member Brown wanted to place an item on the agenda, the meeting was adjourned to closed session.

13. CLOSED SESSION ITEMS:

13.1 CONFERENCE WITH REAL PROPERTY NEGOTIATOR

Pursuant to Government Code Section 54956.8

Negotiating Parties: RCA – Executive Director of Designee

Under Negotiation: Price/Terms

Item	Assessor Parcel No.	Property Owners
1	579-390-005 579-390-006 579-390-007 579-390-010	Sue and Jolly Martin
2	426-180-002 426-430-005	Riverpark (Hillcrest Homes, David Arnold)

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13.2 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Pursuant to Paragraph 1 of Subdivision (d) of Government Code Section 54956.9

- **Case No. MCC1300351 JPR, Inc., dba Silverado Ranch Estates vs. California Department of Fish and Game; County of Riverside; Western Riverside County Regional Conservation Authority**

After Closed Session, the meeting was reconvened. There were no announcements from Closed Session and no items to add for the next meeting.

16. ADJOURNMENT

There being no other items before the RCA Board, Chairman Montanez adjourned the meeting at 1:30 p.m. The next meeting of the Western Riverside County Regional Conservation Authority Board of Directors is scheduled for Monday, May 2, 2016, at 12:30 p.m., at the County of Riverside Administrative Center, Board Room, 4080 Lemon Street, Riverside, California

Prepared by:



Rose Esparza
Administrative Manager

Respectfully submitted:



Honey Bernas
Clerk of the Board

AGENDA ITEM NO. 8.1

**WESTERN RIVERSIDE COUNTY
MULTIPLE SPECIES HABITAT
CONSERVATION PLAN (MSHCP)
LOCAL DEVELOPMENT MITIGATION
FEE (LDMF) COLLECTION AND
CIVIC/INFRASTRUCTURE
CONTRIBUTION REPORT FOR
MARCH 2016**

Regional Conservation Authority

**WESTERN RIVERSIDE COUNTY
MULTIPLE SPECIES HABITAT CONSERVATION PLAN (MSHCP)
LOCAL DEVELOPMENT MITIGATION FEE (LDMF) COLLECTION
AND CIVIC/INFRASTRUCTURE CONTRIBUTION REPORT FOR
MARCH 2016**

Staff Contact:

**Honey Bernas
Director of Administrative Services
(951) 955-9700**

Background:

The RCA Executive Committee directed staff to report on Western Riverside County MSHCP LDMF Collection and Civic/Infrastructure Contributions on a monthly basis.

Attached is the report for March 2016. The report was prepared on a cash basis and, therefore, reflects the cash received by RCA during that month.

Executive Committee and Staff Recommendation:

That the RCA Board of Directors receive and file the attached Western Riverside County MSHCP LDMF Collection and Civic/Infrastructure Contribution Report for March 2016.

Attachments

- 1) Western Riverside County MSHCP LDMF Collection and Civic/Infrastructure Contribution Report for March 2016

AGENDA ITEM NO. 8.1
Attachment

**WESTERN RIVERSIDE COUNTY
MULTIPLE SPECIES HABITAT
CONSERVATION PLAN (MSHCP)
LOCAL DEVELOPMENT MITIGATION
FEE (LDMF) COLLECTION AND
CIVIC/INFRASTRUCTURE
CONTRIBUTION REPORT FOR
MARCH 2016**

**MSHCP LDMF AND CIVIC/INFRASTRUCTURE CONTRIBUTION
CASH RECEIPTS MARCH 2016
CASH BASIS**

DEVELOPMENT FEES					
City/County by Month	REMITTED			EXEMPTIONS AND FEE CREDITS	
	Residential Permits	Commercial Acres	Amount Remitted	Residential Permits	Amount
City of Banning February - No Activity					
City of Beaumont February received in April					
City of Calimesa February	20		\$39,040		
City of Canyon Lake February	2		\$3,904		
City of Corona February received in April					
City of Eastvale February	44		\$67,148		
City of Hemet February	8		\$15,616		
City of Jurupa Valley February	8	1.9	\$28,308		
City of Lake Elsinore - February Summerly Project ¹ Castle and Cook Alberhill Ranch LLC ²				20 5	\$39,040 \$9,760
City of Menifee February	10		\$19,520		
City of Moreno Valley February	5	0.7	\$14,146		
City of Murrieta February - No Activity					
City of Norco January February	1	1.5	\$10,034 \$1,952		
City of Perris February	19	35	\$269,530		
City of Riverside January	3		\$5,856		
City of San Jacinto February - No Activity					
City of Temecula - February Roripaugh Development Agreement ³	15		\$18,750	18	\$35,136
City of Wildomar February - No Activity					
County of Riverside-March Starfield Sycamore Investors ⁴	27	6.1	\$93,057	6	\$20,799
Total Cities and County	162	45.1	\$586,860	49	\$104,735

CIVIC AND INFRASTRUCTURE PROJECTS		
City of Temecula	Park and Ride Facility - 3.13 Acres	\$20,799
Total Civic/Infrastructure Remitted		\$20,799

TOTAL RECEIPTS - MARCH 2016 \$ 607,659

- 1) Summerly Project - Development agreement dated 8/24/04. Expiration date 9/23/14. Under review.
- 2) Castle and Cook Alberhill Ranch LLC (formerly known as Murdock Alberhill Ranch Limited Partnership) project exempt from MSHCP by Settlement Agreement between the County and Castle & Cook dated 2/24/2004.
- 3) Roripaugh Development Agreement dated 12/17/02. Project is exempt under AD161.
- 4) Starfield Sycamore Investors - Fee Credit Agreement with County of Riverside. Properly exempted at \$1,938 rate.

AGENDA ITEM NO. 8.2

**RESOLUTION NO. 2016-009
*RESOLUTION OF THE BOARD OF
DIRECTORS OF THE WESTERN
RIVERSIDE COUNTY REGIONAL
CONSERVATION AUTHORITY
AUTHORITING THE ACCEPTANCE
OF GRANT FUNDS FOR
ACQUISITION OF REAL PROPERTY***

Regional Conservation Authority

**RESOLUTION NO. 2016-009
RESOLUTION OF THE BOARD OF DIRECTORS OF THE
WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY
AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS FOR ACQUISITION
OF REAL PROPERTY**

Staff Contact:

**Brian Beck
Analyst
(951) 955-9700**

Background:

On today's closed session agenda, the Board of Directors is considering the purchase of Assessor Parcel Numbers 413480001, 413480002, 413480003, 413480004 and 413480005. Details of the price and terms of the proposed purchase will be provided in closed session. The Wildlife Conservation Board (WCB) desires to assist the RCA by providing federal and state grant funding to help complete this acquisition. Staff recommends approval of the attached resolution to accept the grant funding from WCB, conditionally upon the approval of the proposed purchase in closed session.

Staff Recommendation:

That the RCA Board of Directors approve Resolution No. 2016-009, *Resolution of the Board of Directors of the Western Riverside County Regional Conservation Authority Authorizing the Acceptance of Grant Funds for Acquisition of Real Property*. The approval shall be conditional upon the Board's approval, in closed session, of the proposed purchase.

Attachment

Resolution No. 2016-009

AGENDA ITEM NO. 8.2
Attachment

RESOLUTION NO. 2016-009

Western Riverside County Regional Conservation Authority

May 2, 2016 – Agenda Item No.8.2

Resolution No. 2016-009

RESOLUTION OF THE BOARD OF DIRECTORS OF THE WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY AUTHORIZING ENTERING INTO GRANT AGREEMENTS WITH THE WILDLIFE CONSERVATION BOARD AND AUTHORIZING THE ACQUISITION OF ALL OR A PORTION OF ASSESSOR'S PARCEL NUMBERS 413480001, 413480002, 413480003, 413480004 and 413480005 TOTALING APPROXIMATELY 150 ACRES IN THE COUNTY OF RIVERSIDE.

Resolved, That the Board of Directors of the Western Riverside County Regional Conservation Authority hereby:

1. FINDS that acquisition of the identified property is exempt from the provisions of the California Environmental Quality Act;
2. FINDS that the identified property possesses high ecological and habitat value;
3. FINDS that the use of referenced grant funds for acquisition of the identified property is an appropriate expenditure;
4. ADOPTS the staff report and recommendation for this item;
5. AUTHORIZES the execution of California Wildlife Conservation Board Grant Agreement for Acquisition of Fee Interest number WC-1547LY and the acceptance of grant funds from the Wildlife Conservation Board for the purpose of acquisition of the identified property;
6. AUTHORIZES the execution of California Wildlife Conservation Board Subgrant Agreement for Acquisition of Fee Interest number WC-1548LY and the acceptance of grant funds from the Wildlife Conservation Board for the purpose of acquisition of the identified property;
7. AUTHORIZES the acceptance of fee title to the identified property; and
8. AUTHORIZES Charles V. Landry, Executive Director, to do any and all acts necessary to carry out this resolution and any recommendations made by the Board of Directors.

Eugene Montanez, Chair

I HEREBY CERTIFY that the foregoing resolution was adopted at a regular meeting of the Board of Directors of the Western Riverside County Regional Conservation Authority, duly noticed and held according to law, on the 2nd day of May, 2016.

Date: _____

Charles V. Landry, Executive Director

AGENDA ITEM NO. 9

**RESOLUTION NO. 2016-008
*RESOLUTION OF THE BOARD
OF DIRECTORS OF THE WESTERN
RIVERSIDE COUNTY REGIONAL
CONSERVATION AUTHORITY
ADOPTING THE FISCAL YEAR 2017
OPERATING AND CAPITAL BUDGET***

Regional Conservation Authority

**RESOLUTION NO. 2016-008, RESOLUTION OF THE BOARD
OF DIRECTORS OF THE WESTERN RIVERSIDE COUNTY REGIONAL
CONSERVATION AUTHORITY ADOPTING THE FISCAL YEAR 2017
OPERATING AND CAPITAL BUDGET**

Staff Contact:

**Honey Bernas
Director of Administrative Services
(951) 955-2842**

Background:

Attached for the Board's review and approval are the Fiscal Year 2017 Proposed Budget and Resolution No. 2016-008.

The proposed budget reflects conservative revenue estimates and limited appropriations in order to meet the Western Riverside County Regional Conservation Authority's (RCA's) current commitments and obligations under the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP). Exhibit A-1 is an Overall Summary of the proposed FY2017 Budget showing comparisons to: FY2015 Actual Revenues and Appropriations, FY2016 Adjusted Budget, FY2016 year-end Projections, and the Dollar and Percentage Change from FY2016 to FY2017 Budgets. Exhibit A-2 provides an overview of the proposed budget by fund (General and Capital Project Fund), as well as a summary of each Budget Program: Operations, Land Management and Monitoring, and Land Acquisition. Exhibit A-3 provides Contract Detail by appropriations category.

Following is an overview of the major sources of revenues, appropriations, and fund balances:

Revenues

Proposed Revenues of \$27.8 million reflect a less than 1% increase from FY2016 Budgeted Revenues of \$26.9 million. Significant revenue sources are as follows:

Proposed Developer Mitigation Revenues of \$11 million represent a slight 2% increase over FY2016 Budgeted Revenues. The increase is estimated based on the projected current year-end Developer Mitigation Contributions remitted to the RCA from Member Agencies, plus a Board approved 2% CPI fee increase effective July 1, 2016.

Proposed Federal and State Revenues of \$3.5 million and \$2.6 million, respectively, are approximately 22% of the total Proposed Revenues. During FY2016, the RCA acquired six properties with Federal and State Funds of \$4.8 million and \$2.1 million, respectively. The

FY2017 Proposed Budget includes four potential properties to be acquired with grant funds. The properties total approximately 338 acres of additional reserve land.

The RCA is scheduled to receive \$3 million in Measure A funds from the Riverside County Transportation Commission during FY2017 for land acquisition. Additionally, the RCA staff is negotiating 12 land donations and one conservation easement from private developers. The land transfers and easement are expected to close during FY2017 with an estimated donation value of approximately \$3.2 million. Land donations are not consistent from year to year and some require several years of negotiations. As of the current FY2016, the RCA has received three land donations and two conservation easements with an approximate donation value of \$1.9 million.

The RCA is currently working with Southern California Edison on three potential projects which may provide Participating Special Entity revenue in future years. Revenue for at least one project is expected to be received during FY2017. Accordingly, a conservative estimate of \$275 thousand is proposed for the year, although the actual funding could be higher.

Other significant proposed revenue sources include Tipping Fees from Riverside County of \$2.4 million, which represents a 4% increase over FY2016 Budgeted Revenues and is more reflective of the projected FY2016 year-end projections.

Proposed Governmental Civic Project revenue has been lowered by \$25 thousand from prior year, as Member Agency civic projects have significantly declined over the years due to lack of projects subject to a fee.

In contrast, Flood Control District and TUMF contributions have consistently increased in recent years. Accordingly, the proposed budget includes \$750 thousand and \$600 thousand, respectively, which represents an approximate 20% increase from prior year's budget for those funding sources.

RCA has received a steady growth in interest from the Riverside County Treasurer's Pooled Investment Fund in the recent months. Assuming current interest rate allocations to the RCA of about 0.66%, staff estimates \$130 thousand in interest revenues during FY2017.

Appropriations

Salaries and Benefits reflect an overall 14% increase from FY2016 Appropriations. The proposed salaries include two new positions for fiscal year 2017 and current staff step increases as provided by the County of Riverside MOU. Management recommends the hiring of a Senior Real Property Agent and an Ecological Resources Specialist. The County of Riverside Economic Development Agency Real Estate Division has provided the RCA with remarkable real estate services since inception of the RCA. With the increase in land acquisitions and for the purpose of succession, management believes the RCA would benefit from having an in-house real estate agent to manage the acquisitions and ultimately reduce future contracted labor from County EDA. The current proposed 2017 budget reflects a reduction of \$100 thousand in real estate services should this position be filled during the year. In regard to a new Ecological Resources Specialist, as the

RCA's land ownership increases, managing and monitoring these lands takes an increasing amount of staff time. Accordingly, management recommends the hiring of this position for the purpose of succession and to coordinate the processes with RCA's Land Management and Biological Monitoring Programs. This position would also assume some of the development review related Joint Project Review function currently handled by RCA's consultant, Dudek. An in-house staff person will reduce the billable hours from the consultant and provide the RCA with more control over the timing of the process. The proposed 2017 budget reflects a \$50 thousand reduction to Dudek's contract during the transitional year; however, savings in future years shall be greater.

Proposed General Office expenditures of \$607 thousand include auditing services, insurance, communications, automobile costs, supplies, equipment, repairs and maintenance, board expenditures, travel, and other office costs. Staff has reduced these types of expenses to a minimum, resulting in a \$35 thousand decrease from prior year's budget. The costs for general expenditures are allocated based on the cost allocation assumptions contained in Appendix B-5 of the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) and endorsed by the Board as RCA's guiding principles for cost allocations. Appendix B-5 outlines the overall funding program. It breaks out the costs for the first 25 years of the Plan, i.e., "acquisition period."

Exhibit A-3 displays proposed contracted costs of \$4.6 million, which represent an overall \$36 thousand increase from prior year. As previously discussed, staff has proposed a reduction of \$100 thousand and \$50 thousand from County EDA and Dudek, respectively to offset the cost of new proposed positions. An additional \$30 thousand in savings resulted from the loan program expense reimbursement contract not being renewed. The reduction is offset by proposed increases for the following: \$65 thousand contract increase to Riverside County Regional Park & Open-Space District for land management; \$65 thousand increase to update the nexus study during FY2017; and an \$80 thousand increase for other land related professional services such as real estate appraisals, environmental reviews, and survey work.

Proposed Other Charges include interest payment to County of Riverside for an outstanding \$5 million note payable entered into during FY2012. Interest expense is variable dependent on the County Treasurer's Pooled Investment Fund average interest rate. Special assessments and HOA fees are also projected at about \$38 thousand for land currently owned by the RCA and subject to these fees.

The RCA's largest appropriations are for Land Purchase and Improvements at \$20.6 million, or 74% of the total appropriations of \$27.8 million. Appropriations for Land Purchases include 20 potential land acquisitions, and a contingency of \$1.5 million. The proposed budget includes approximately 239 Board approved acres to be acquired, plus 1,410 acres currently under negotiation.

Fund Balance

The Proposed Budget reflects that approximately \$30.7 million in fund balance will be available at June 30, 2016. Of this amount, approximately \$17.7 million is unrestricted general funds and approximately \$12.9 million is restricted for capital purposes. Staff is pleased to report that this is a balanced budget and no draws on fund balance are anticipated during FY2017. The FY2016 Budget was approved with an initial draw of \$688 thousand from restricted fund balance; however, current projections for FY2016 are estimated to result in a net \$524 thousand excess of revenues over expenditures from savings in land acquisition and legal contingency.

Executive Committee and Staff Recommendation:

That the RCA Board of Directors adopt Resolution No. 2016-008, *Resolution of the Board of Directors of the Western Riverside County Regional Conservation Authority Adopting the Fiscal Year 2017 Operating and Capital Budget.*

Attachments:

1. Resolution No. 2016-008
2. Exhibit A-1: Proposed Budget FY2017 Overall Summary
Exhibit A-2: Proposed Budget FY2017 by Fund – Operating and Capital Budget by Program
Exhibit A-3: Contracts Detail by Appropriations Category

AGENDA ITEM NO. 9
Attachment 1

RESOLUTION NO. 2016-008

RESOLUTION NO. 2016-008

RESOLUTION OF THE BOARD OF DIRECTORS OF THE WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY ADOPTING THE FISCAL YEAR 2017 OPERATING AND CAPITAL BUDGET

WHEREAS, an annual budget shall be adopted by the Western Riverside County Regional Conservation Authority Board of Directors, heretofore called as “RCA Board of Directors”;

WHEREAS, the proposed budget for Fiscal Year 2017 was prepared for submission and adoption by the RCA Board of Directors;

WHEREAS, the proposed budget for Fiscal Year 2017 was presented to the RCA Board of Directors for review and adoption in a regular session assembled on May 2, 2016, at the County Administrative Center Board Room, 4080 Lemon Street, First Floor, Riverside, California;

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the RCA Board of Directors as follows:

1. That the budget documents, on file with the Clerk of the Board and attached hereto as Exhibits A-1, A-2, and A-3, are approved and adopted as the operating and capital budget for the Western Riverside County Regional Conservation Authority for Fiscal Year 2017. The budget consists of Appropriations by objects of expenditures within each Budget Program (Operations, Land Management and Monitoring, and Land Acquisition). The details within the objects of Salaries and Benefits, Services and Supplies, Other Charges, and Capital Outlay are listed for information only and shall not restrict expenditures within the limits of the total appropriations for the specified Budget Program.

2. That the amounts designated in the final Fiscal Year 2017 operating and capital budget are hereby appropriated and may be expended as designated on Exhibits A-1, A-2 and A-3, and the total appropriations for each Budget Program shall neither be increased nor decreased without further action of the RCA Board of Directors.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Western Riverside County Regional Conservation Authority held the 2nd day of May, 2016.

BY: _____
Eugene Montanez, Chairman
Western Riverside County
Regional Conservation Authority

ATTEST:

BY: _____
Honey Bernas, Clerk of the Board
Western Riverside County
Regional Conservation Authority

AGENDA ITEM NO. 9

Attachment 2

Exhibit A-1
Proposed Budget FY2017 Overall Summary

Exhibit A-2
Proposed Budget FY2017 by Fund
Operating and Capital Budget by Program

Exhibit A-3
Contracts Detail by Appropriations Category



**WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY
 PROPOSED BUDGET FISCAL YEAR 2017
 OVERALL SUMMARY**

	FY 2016			FY 2017 Proposed Budget	Dollar Change	%
	FY 2015 Actual	Adjusted Budget	FY 2016 Projected			
REVENUES						
Measure A Contributions	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000	\$ 0	0%
Participating Special Entities	2,174,895	200,000	0	275,000	75,000	38%
Interest	94,890	100,000	127,086	130,000	30,000	30%
Rents	67,201	69,250	69,232	76,180	6,930	10%
State Grants and Contributions	967,749	2,212,950	2,117,825	2,559,330	346,380	16%
Federal Grants and Contributions	1,765,600	4,918,800	4,838,175	3,480,630	(1,438,170)	-29%
Governmental Infrastructure	241,526	100,000	100,000	100,000	0	0%
Governmental Civic Projects	40,242	75,000	50,000	50,000	(25,000)	-33%
Flood Control District	1,025,237	610,000	764,724	750,000	140,000	23%
Developer Mitigation	9,408,928	10,800,000	10,780,000	11,000,000	200,000	2%
TUMF Revenue	500,000	500,000	500,000	600,000	100,000	20%
Joint Project Review	70,663	90,000	88,904	100,000	10,000	11%
Capital Contributions and Donations	440,359	2,540,000	1,890,000	3,207,000	667,000	26%
Other Miscellaneous Revenue	68,661	50,000	53,695	60,000	10,000	20%
Tipping Fees	2,869,185	2,300,000	2,492,768	2,400,000	100,000	4%
TOTAL REVENUES	\$ 22,735,136	\$ 27,566,000	\$ 26,872,409	\$ 27,788,140	\$ 222,140	1%
APPROPRIATIONS						
Salaries and Benefits						
Salaries	\$ 1,220,852	\$ 1,372,000	\$ 1,350,158	\$ 1,574,000	\$ 202,000	15%
Benefits	451,984	532,000	507,620	617,800	85,800	16%
Retirement/Annual Leave Buydown	197,759	77,000	76,400	71,000	(6,000)	-8%
Total Salaries and Benefits	1,870,595	1,981,000	1,934,178	2,262,800	281,800	14%
Services and Supplies						
General Office	510,932	642,765	613,049	607,415	(35,350)	-5%
Legal Expenditures	422,087	1,270,000	1,047,320	1,270,000	0	0%
Rent-Lease Building	274,664	278,490	278,480	282,380	3,890	1%
Contracts	2,247,195	2,667,845	2,625,026	2,673,105	5,260	0%
Total Services and Supplies	3,454,878	4,859,100	4,563,875	4,832,900	(26,200)	-1%
Other Charges						
Interest-Notes Payable	20,625	33,000	23,000	40,000	7,000	21%
Assessments and HOA	0	35,500	35,500	38,000	2,500	7%
Total Other Charges	20,625	68,500	58,500	78,000	9,500	14%
Capital Outlay						
Land Purchase and Improvements	13,654,196	21,345,400	19,792,000	20,614,440	(730,960)	-3%
Office Equipment & Vehicles	115,063	0	0	0	0	N/A
Total Capital Outlay	13,769,259	21,345,400	19,792,000	20,614,440	(730,960)	-3%
TOTAL APPROPRIATIONS	\$ 19,115,357	\$ 28,254,000	\$ 26,348,553	\$ 27,788,140	\$ (465,860)	-2%
EXCESS (DEFICIENCY)	3,619,779	(688,000)	523,856	0		
BEGINNING FUND BALANCE	26,515,823	30,135,602	30,135,602	30,659,458		
ENDING FUND BALANCE	\$ 30,135,602	\$ 29,447,602	\$ 30,659,458	\$ 30,659,458		



**WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY
PROPOSED BUDGET FISCAL YEAR 2017 BY FUND
OPERATING AND CAPITAL BUDGET BY PROGRAM**

	General Fund					Capital Project Fund		Total FY 2017 Proposed Budget
	Operations		Land Management & Monitoring		Total General Fund	Land Acquisition		
	%	Amount	%	Amount		%	Amount	
REVENUES								
Measure A Contributions					\$ 0	100%	\$ 3,000,000	\$ 3,000,000
Participating Special Entities	25%	\$ 68,750	25%	\$ 68,750	137,500	50%	137,500	275,000
Interest	26%	34,125	26%	34,425	68,550	47%	61,450	130,000
Rents			100%	76,180	76,180			76,180
State Grants and Contributions					0	100%	2,559,330	2,559,330
Federal Grants and Contributions					0	100%	3,480,630	3,480,630
Governmental Infrastructure	100%	100,000			100,000			100,000
Governmental Civic Projects	100%	50,000			50,000			50,000
Flood Control District	18%	132,785	39%	290,485	423,270	44%	326,730	750,000
Developer Mitigation					0	100%	11,000,000	11,000,000
TUMF Revenue					0	100%	600,000	600,000
Joint Project Review	100%	100,000			100,000			100,000
Capital Contributions and Donations					0	100%	3,207,000	3,207,000
Other Miscellaneous Revenue			50%	30,000	30,000	50%	30,000	60,000
Tipping Fees			100%	2,400,000	2,400,000			2,400,000
TOTAL REVENUES	2%	\$ 485,660	10%	\$ 2,899,840	\$ 3,385,500	88%	\$ 24,402,640	\$ 27,788,140
APPROPRIATIONS								
Salaries and Benefits								
Salaries	6%	\$ 90,345	23%	\$ 363,200	\$ 453,545	71%	\$ 1,120,455	\$ 1,574,000
Benefits	6%	35,835	22%	138,200	174,035	72%	443,765	617,800
Retirement/Annual Leave Buydown	5%	3,310	26%	18,650	21,960	69%	49,040	71,000
Total Salaries and Benefits	6%	129,490	23%	520,050	649,540	71%	1,613,260	2,262,800
Services and Supplies								
General Office	5%	29,185	22%	134,435	163,620	73%	443,795	607,415
Legal Expenditures	9%	115,000	8%	102,000	217,000	83%	1,053,000	1,270,000
Rent-Lease Building	2%	5,960	40%	113,570	119,530	58%	162,850	282,380
Contracts	8%	206,025	75%	1,991,785	2,197,810	18%	475,295	2,673,105
Total Services and Supplies	7%	356,170	48%	2,341,790	2,697,960	44%	2,134,940	4,832,900
Other Charges								
Interest-Notes Payable					0	100%	40,000	40,000
Assessments and HOA			100%	38,000	38,000			38,000
Total Other Charges	0%	0	49%	38,000	38,000	51%	40,000	78,000
Capital Outlay								
Land Purchase and Improvements					0	100%	20,614,440	20,614,440
Office Equipment & Vehicles					0			0
Total Capital Outlay	0%	0	0%	0	0	100%	20,614,440	20,614,440
TOTAL APPROPRIATIONS	2%	\$ 485,660	10%	\$ 2,899,840	\$ 3,385,500	88%	\$ 24,402,640	\$ 27,788,140
EXCESS (DEFICIENCY)		0		0	0		0	0
BEGINNING FUND BALANCE					17,731,238		12,928,220	30,659,458
ENDING FUND BALANCE					\$ 17,731,238		\$ 12,928,220	\$ 30,659,458



**CONTRACTS DETAIL
BY APPROPRIATIONS CATEGORY**

Description	FY 2016	FY 2017	Dollar Change	% Change	General Office	Legal Services	Rent-Lease Building	Contract Services	Capital Outlay
	Adjusted Budget	Proposed Budget							
Legal Services	\$ 770,000	\$ 770,000	\$ 0	0%		\$770,000			
Governmental Affairs	67,500	70,000	2,500	4%				70,000	
Plan Implementation	400,000	350,000	(50,000)	-13%				350,000	
Real Property Services	660,000	560,000	(100,000)	-15%				30,000	530,000
RCA Office Space-Lease	194,709	198,599	3,890	2%			198,599		
Public Outreach	37,620	37,440	(180)	0%				37,440	
Federal Loan Program	150,000	150,000	0	0%				150,000	
Biological Consulting	18,000	1,500	(16,500)	-92%				1,500	
Loan Program Expense Reimb.	30,000	0	(30,000)	-100%					
Fee Handbook/Nexus Update	35,000	100,000	65,000	186%				100,000	
Other Professional Services	110,000	190,000	80,000	73%				30,000	160,000
Land Management	935,000	999,800	64,800	7%				961,800	38,000
Monitoring Program Office-Lease	83,781	83,781	0	0%			83,781		
Biological Monitoring Program	929,725	942,365	12,640	1%				942,365	
External Auditors	114,784	118,228	3,444	3%	118,228				
Total Contracts	\$4,536,119	\$4,571,713	\$ 35,594	1%	\$ 118,228	\$ 770,000	\$ 282,380	\$ 2,673,105	\$ 728,000

AGENDA ITEM NO. 10

RECURRING CONTRACTS FOR FISCAL YEAR 2017

Regional Conservation Authority

RECURRING CONTRACTS FOR FISCAL YEAR 2017

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.

The RCA annually evaluates existing contracts for professional services that are due to expire. These contracts may be placed on the calendar for a new procurement solicitation, allowed to expire because they are no longer required, or included in the annual recurring contracts list that is subject to Board approval.

This year's list of recurring contracts includes consultants that are providing unique or specialized services and working closely with staff and the Board on long-term projects. Staff desires to retain a limited number of consultants on the recurring contract list because of their historical knowledge, unique experience, and understanding of the RCA, its mission and goals.

The proposed recurring contracts total is \$1,751,815 and represents an approximate 1.8% percent decrease from last fiscal year. These contract amounts are included in the proposed Fiscal Year 2017 budget. Most recurring contracts contain quarterly reporting requirements and a cancellation term between seven (7) and 30 days.

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LIST OF RECURRING CONTRACTS					
Consultant Name	Type of Service	FY 15-16 Contract Amount	FY 16-17 Proposed Contract Amount	Dollar Change FY16 – FY17	Percent Change FY16 – FY17
David Kennett, Capitol Alliance Consulting	Governmental affairs	\$ 67,500	\$ 70,000	\$ 2,500	3.7%
Dudek	Environmental consulting and MSHCP Implementation	400,000	350,000	(50,000)	(12.5)%
Geographics	Public information materials and website development, maintenance and hosting	37,620	37,440	(180)	(0.5)%
Riverside-Corona Resource Conservation District	Sublease facility located at 4500 Glenwood Drive, Riverside, CA (Note: This is included in the budget as a lease, not a contract.)	83,781	83,781	0	0%
Santa Ana Watershed Association	Biological monitoring activities	929,725	942,365	12,640	1.4%
Vavrinek, Trine, Day & Co. LLP	Auditing and agreed-upon procedures	114,784	118,228	3,444	3%
Doug Wheeler	Loan Program	150,000	150,000	0	0%
Total		\$ 1,783,410	\$ 1,751,814	\$ (31,596)	(1.8)%

David Kennett – Capitol Alliance Consulting, LLC

Then with The Ferguson Group, David Kennett was first contracted as RCA’s full-service government affairs consultant on July 1, 2006. In 2008, Mr. Kennett started his own firm, Capitol Alliance Consulting (CAC), and RCA contracted with that firm.

At its essence, CAC’s job is to ensure that the federal and state governments live up to the promises they made when they signed the MSHCP’s Implementing Agreement. In doing so, CAC:

- Advocates for government funding for HCP land acquisition through existing accounts;

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- Seeks legislation to create new funding streams for HCP land acquisition;
- Identifies and addresses regulatory overreach by the U.S. Fish and Wildlife Service (USFWS) and other governmental agencies that threaten the MSHCP;
- Pursues policies that will enhance formation and management of the MSHCP.

Among his successes on those fronts, Kennett has:

- Facilitated reversal of USFWS's decision to disallow developer fees as a match for Section 6 dollars;
- Forced the removal of a number of critical habitat designations on MSHCP lands;
- Helped secure a new USFWS policy that ensures that MSHCP lands will not be included in new critical habitat designations;
- Fought efforts by some Members of Congress to zero out funding for HCP habitat acquisition and has instead helped oversee growth in the account that provides such funds;
- Helped guide a law (WRRDA) through Congress and to the President's desk that will allow HCPs to compete for loans and loan guarantees to buy habitat as long as the HCP supports placement of water infrastructure;
- Helped win appropriations to initiate the WRRDA loan program;

In the coming year, CAC will continue to pursue its primary objectives by advocating for more robust Section 6 funding and guarding against new rules that threaten RCA's ability to use the program. CAC will work toward securing additional appropriations to augment the new loan program included in the WRRDA law, renew efforts to include similar language for transportation projects, and push RCA's stand-alone loan legislation. On the regulatory front, CAC will help ensure that USFWS maintains its commitment to the MSHCP, particularly in any actions they take related to CHDs. Finally, staff expects CAC to undertake unforeseen projects/initiatives on behalf of RCA. This work will include contacts with our House and Senate representatives, the appropriations and authorizations Committees in each body, the Department of Interior, White House Office of Management and Budget, and others. CAC will also assist RCA staff on work related to the state government as requested.

In 2009, Kennett agreed to a 10% reduction in his contract amount in order to assist RCA weather the economic downturn, and his contract amount has remained the same since. Kennett has advised that his retainer amount will increase by 3.7% this year, which is still 5% below his 2008 rate.

Dudek

Dudek is a biological and engineering consulting firm that provided services to the County of Riverside for the original preparation and approval of the MSHCP and since approval to the RCA to implement it. Dudek has been under contract to the RCA since 2004 initially providing a wide array of services to set up and track implementation processes. Dudek services now focus on Permittee training and coordination, Joint Project and Participating Special Entity review, and special projects, such as preparation of management plans and the multi-year San Diego ambrosia relocation approved by the RCA Board in 2015. Staff proposes to extend the term of

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Dudek's contract for one additional five-year term. Dudek's rates for staff that are assigned to RCA have increased between 3 and 8% since 2013; however, Dudek has agreed to provide services to RCA at their 2016 rates for the term of the contract if approved. Staff is recommending that the compensation for FY2017 be decreased by 12.5%. The proposed decrease is based upon projected savings due to the addition of an Ecological Resource Specialist position.

Geographics

Geographics has provided organizational branding and public information services and materials for RCA since 2009, including logo development, the creation of a recognizable and memorable set of graphic standards designed to appeal to community stakeholders, and a program of communications that explain the organization's mission and report its progress including stakeholder-style annual reports, newsletters, and press releases. These services have been enhanced by Geographics long history with RCA's inception, providing public information and countywide outreach during the Riverside County Integrated Project in the early 1990s through the development of the MSHCP and creation of RCA in 2004.

Technology services and electronic communications have included website development, maintenance, hosting, and re-coding to improve navigation, and user experience. Maintenance and administrative services include applying the latest web technologies and approved security methodologies. Geographics also contributes a long-term historical knowledge of the website and its evolution, including its critical function as an online document repository for RCA.

Staff desires to extend the contract with Geographics for one year in order to complete current tasks. The Scope of Work includes additional outreach materials that address the stakeholder audience—social media outreach, new aerial photography, an infographic handout, and a member countertop display/electronic poster, which is an extension of the new Property Owners Brochure currently in development. The proposed contract amount for FY2017 is \$37,440, which represents a slight decrease from last year's contract, while providing additional services and collateral.

Santa Ana Watershed Association (SAWA)

The Biological Monitoring Program, which collects data on the MSHCP 146 Covered Species and their associated habitats, is a requirement and key component of the Multiple Species Habitat Conservation Plan (MSHCP).

Upon the completion of a competitive procurement process in 2006, SAWA was awarded a professional services agreement to administer the Authority's Biological Monitoring Program. The MSHCP requires the Monitoring Program Administrator to submit an Annual Work Plan and Cost Estimate for implementation of the Monitoring Program. This item will be on the Board's June agenda and describes SAWA's monitoring activities planned, schedule for field work, and estimate of cost for personnel and operations.

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The Biological Monitoring Program staff is provided by the Santa Ana Watershed Association, a non-profit association made up of four inland area Resource Conservation Districts. For Fiscal Year 2017, SAWA proposes to increase the health benefit by \$100 per month per employee to make Monitoring Program employee benefits consistent with other SAWA employees. The contract amount will increase by approximately \$12,640 for the benefit increases. The proposed contract amount for FY2017 represents a 1.4% increase over the current year contract amount.

Vavrinek, Trine, Day & Co. LLP

After a competitive procurement process in 2012, Vavrinek, Trine, & Day was awarded a professional services agreement to perform the Authority's annual audits and agreed-upon procedures for Member Agencies' fee collections. The term of the agreement was for a period of one year, with the option to renew for four additional years. Management would like to exercise its option to extend the term for one additional year. The contract amount has been increased by 3% per the approved contract. The contract will be bid through a competitive procurement process next year.

Douglas Wheeler

Wheeler's involvement with the Riverside County Integrated Project (RCIP) and MSHCP began at their inception, while he was serving as California's Secretary for Natural Resources in the cabinet of Gov. Pete Wilson. Then and now, his familiarity with applicable state and federal statutes, including the Endangered Species Act, have enabled him to speak effectively, and credibly, about the significance of RCA's pioneering programs. Owing to his long experience and national reputation as an ESA expert, Wheeler contributed to the American Bar Association's 2010 "Endangered Species Act: Law, Policy and Perspectives". In his chapter on Habitat Conservation Plans, Wheeler describes the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) as "the most comprehensive application yet of habitat conservation planning." In Washington, Wheeler has represented the Authority in its quest for effective implementation and adequate funding of the MSHCP. The initial focus on "stand alone" legislation to authorize loans and loan guarantees for habitat acquisition has been broadened to include the identification of legislative opportunities wherever they occur, now including the Water Resources Development Act of 2014 (WRDA) and re-authorization of MAP-21, to provide for transportation infrastructure. President Obama's budget for FY 2017 includes Water Infrastructure Finance and Innovation Act (WIFIA) funding in the amount of \$25 million, and the Environmental Protection Agency (EPA) is preparing regulations to implement the new program, including loans and loan guarantees for habitat acquisition. Wheeler's extensive network of contacts with Members of the Congress and their staffs, with agency officials, and with allied stakeholder groups, has given the Authority a strong, effective voice in Washington. Immediate priorities for 2016-17 include possible amendment and re-introduction of the "stand alone" legislation; inclusion in WRDA, when re-authorized, of a provision for habitat acquisition under Transportation Infrastructure Finance Innovation Act (TIFIA), and adoption by the Environmental Protection Agency (EPA) of final regulations which provide ready access to WIFIA funds. In addition, Wheeler has been active in the continued development of the National HCP Coalition, which was established in November of 2015 to provide additional

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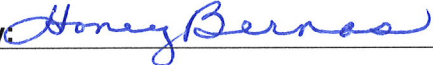
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broad-based support for the Authority's legislative and agency objectives in Washington. He is also a participant in the Western Governors' Association (WGA) Endangered Species Act (ESA) Initiative, whose recommendations for expanded state involvement with ESA implementation under Section 6 will be presented to the WGA annual meeting in June. To assure close coordination of his efforts with those of the Board, staff, and its other consultants, Wheeler is in frequent contact on matters of importance to the Authority, including visits to Washington and Sacramento. No increase in Wheeler's contract amount for Fiscal Year 2017 is being proposed.

Executive Committee and Staff Recommendations:

That the RCA Board of Directors:

- 1) Approve the Recurring Contracts for Fiscal Year 2017; and
- 2) Authorize the RCA Executive Director, upon legal counsel review and approval, to execute said agreements on behalf of the RCA.

FINANCIAL INFORMATION	
In Proposed Fiscal Year 2017 Budget: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Cost: \$1,751,814 Annual Cost: \$ N/A
Source of Funds: Various RCA Funds	Budget Adjustment: N/A From To
Approved by: 	Date: April 27, 2016

Attachments:

FY2017 Proposed Recurring Contracts

AGENDA ITEM NO. 10
Attachment 1

DAVID KENNETT
CAPITOL ALLIANCE
CONSULTING

PROFESSIONAL SERVICES AGREEMENT
BETWEEN WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION
AUTHORITY AND DAVID KENNETT TO PROVIDE GOVERNMENT RELATIONS
SERVICES

1. PARTIES AND DATE.

This Agreement is made and entered into this 1st day of July 2016, by and between the Western Riverside County Regional Conservation Authority, a Joint Powers Authority organized under the laws of the State of California with its principal place of business at 3403 Tenth Street, Suite 320 Riverside, California 92501 (“RCA”) and Capitol Alliance Consulting, LLC, a California limited liability corporation with its principal place of business at 8 Oak Tree Drive, Newport Beach, California 92660 (“Consultant”). RCA and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

2. RECITALS.

2.1 Consultant. Consultant desires to perform and assume responsibility for the provision of certain professional services required by RCA on the terms and conditions set forth in this Agreement. Consultant represents that it is a professional consultant, experienced in providing governmental relations services to public clients, is licensed in the State of California, and is familiar with the plans of RCA.

2.2 Project. RCA desires to engage Consultant to render such services for the government relations services (“Project”) as set forth herein.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. 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 government relations services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. Services shall include, but not be limited to, any duties and responsibilities assigned by the RCA Executive Director. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from the date first specified above to June 30, 2017, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. RCA retains Consultant on an independent contractor basis and Consultant is not an employee of RCA. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall not be employees of RCA and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall provide the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical expertise and personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the schedule, RCA shall respond to Consultant's submittals in a timely manner. Upon request of RCA, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of RCA.

3.2.4 RCA's Representatives. RCA hereby designates its Executive Director, or his or her designee, to act as its representative for the performance of this Agreement. All invoices for Consultant shall be submitted to the Executive Director. The Executive Director shall be responsible for directing Consultant's activities pursuant to this Agreement. The Executive Director shall have the power to act on behalf of RCA for all purposes under this Agreement. Consultant shall not accept direction or orders from any person other than the Executive Director or his or her designee.

3.2.5 Substitution of Key Personnel. Consultant has represented to RCA that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence and experience upon written approval of RCA. In the event that RCA and Consultant cannot agree as to the substitution of key personnel, RCA shall be entitled to terminate this Agreement for cause, pursuant to provisions of Section 3.5.1 of this Agreement. The key personnel for performance of this Agreement are as follows: David Kennett.

3.2.6 Consultant's Representative. Consultant hereby designates David Kennett, or his or her designee, to act as its Representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The

Consultant's Representative shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement. Consultant shall work closely and cooperate fully with RCA's Representative and any other agencies which may have jurisdiction over, or an interest in, the Services. Consultant's Representative shall be available to the RCA staff at all reasonable times.

3.2.7 Coordination of Services. Consultant agrees to work closely with RCA staff in the performance of Services and shall be available to RCA's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform the Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from RCA, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein and shall be fully responsible to RCA for all damages and other liabilities arising from the Consultant's errors and omissions. Any employee of the Consultant or its sub-consultants who is determined by RCA to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to RCA, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to RCA, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold RCA, its officials, directors, officers, employees, consultants, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to RCA that it has secured all

insurance required under this section, in a form and with insurance companies acceptable to RCA. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to RCA that the subcontractor has secured all insurance required under this section.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001 or exact equivalent); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage (form CA 0001, code 1 (any auto) or exact equivalent); and (3) *If Consultant has employees, Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage; and (3) If Consultant has employees, Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

3.2.10.3 INTENTIONALLY DELETED.

3.2.10.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements to add the following provisions to the insurance policies:

(A) General Liability.

(i) Commercial General Liability Insurance must include coverage for (1) Bodily Injury and Property Damage; (2) Personal Injury/Advertising Injury; (3) Premises/Operations Liability; (4) Products/Completed Operations Liability; (5) Aggregate Limits that Apply per Project; (6) Explosion, Collapse and Underground (UCX) exclusion deleted; (7) Contractual Liability with respect to this Agreement; (8) Broad Form Property Damage; and (9) Independent Consultants Coverage.

(ii) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

(iii) The policy shall give RCA, its directors, officials, officers, employees, and agents insured status using ISO endorsement forms 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(iv) The additional insured coverage under the policy shall be “primary and non-contributory” and will not seek contribution from RCA’s insurance or self-insurance and shall be at least as broad as CG 20 01 04 13, or endorsements providing the exact same coverage.

(B) Automobile Liability.

(i) The automobile liability policy shall be endorsed to state that: (1) RCA, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects RCA, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant’s scheduled underlying coverage. Any insurance or self-insurance maintained by RCA, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant’s insurance and shall not be called upon to contribute with it in any way.

(C) Workers’ Compensation and Employers Liability Coverage.

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) The insurer shall agree to waive all rights of subrogation against RCA, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) All Coverages.

(i) Defense costs shall be payable in addition to the limits set forth hereunder.

(ii) Requirements of specific coverage or limits

contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth herein shall be available to RCA, its directors, officials, officers, employees and agents as additional insureds under said policies. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named insured; whichever is greater.

(iii) The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of RCA (if agreed to in a written contract or agreement) before RCA's own insurance or self-insurance shall be called upon to protect it as a named insured. The umbrella/excess policy shall be provided on a "following form" basis with coverage at least as broad as provided on the underlying policy(ies).

(iv) Consultant shall provide RCA at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to RCA at least ten (10) days prior to the effective date of cancellation or expiration.

(v) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(vi) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by RCA, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(vii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, RCA has the right but not the duty to obtain the insurance it deems necessary and any premium paid by RCA will be promptly reimbursed by Consultant or RCA will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, RCA may cancel this Agreement. RCA may require the Consultant to provide

complete copies of all insurance policies in effect for the duration of the Project.

(viii) Neither RCA nor any of its directors, officials, officers, employees or agents shall be personally responsible for any liability arising under or by virtue of this Agreement.

3.2.10.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to RCA, its directors, officials, officers, employees, agents and volunteers.

3.2.10.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by RCA. If RCA does not approve the deductibles or self-insured retentions as presented, Consultant shall guarantee that, at the option of RCA, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects RCA, its directors, officials, officers, employees, agents and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.10.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to RCA.

3.2.10.8 Verification of Coverage. Consultant shall furnish RCA with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to RCA. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by RCA before work commences. RCA reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.9 Reporting of Claims. Consultant shall report to RCA, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with Services under this Agreement.

3.2.10.10 Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to RCA that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name RCA as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, RCA may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature

of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation for all Services, excluding reimbursable expenses, rendered under this Agreement. Services will be provided under a monthly retainer of \$5,833.33 per month. The maximum compensation shall not exceed SEVENTY THOUSAND AND NO/100'S DOLLARS (\$70,000.00) for the term of this Agreement. 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.

3.3.2 Payment of Compensation. Consultant shall submit to RCA a monthly statement for the monthly retainer indicated in Section 3.3.1. The statement shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. Said compensation shall be paid in accordance with an invoice submitted to RCA by Consultant within fifteen (15) days from the last day of each calendar month, and RCA shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by RCA.

3.3.4 Extra Work. At any time during the term of this Agreement, RCA may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by RCA to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from RCA's Representative. The Extra Work order will specify the compensation and the terms of payment for the Extra Work.

3.3.5 Prevailing Wages. By execution of this Agreement, Consultant certified that it is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. RCA shall provide Consultant with a copy of the prevailing rate of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for

each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold RCA, its directors, officials, officers, consultants, employees, volunteers and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.3.6 Employment of Apprentices. This Agreement shall not prevent the employment of properly indentured apprentices in accordance with the California Labor Code, and no employer or labor union shall refuse to accept otherwise qualified employees as indentured apprentices on the work performed hereunder solely on the ground of race, creed, national origin, ancestry, color or sex. Every qualified apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade in which he or she is employed and shall be employed only in the craft or trade to which he or she is registered.

If California Labor Code Section 1777.5 applies to the Services, Consultant and any subcontractor hereunder who employs workers in any apprenticeable craft or trade shall apply to the joint apprenticeship council administering applicable standards for a certificate approving Consultant or any sub-consultant for the employment and training of apprentices. Upon issuance of this certificate, Consultant and any sub-consultant shall employ the number of apprentices provided for therein, as well as contribute to the fund to administer the apprenticeship program in each craft or trade in the area of the work hereunder.

The parties expressly understand that the responsibility for compliance with provisions of this Section and with Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code in regard to all apprenticeable occupations lies with Consultant.

3.3.7 No Waiver. Failure of RCA to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

3.3.8 Eight-Hour Law. Pursuant to the provisions of the California Labor Code, eight hours of labor shall constitute a legal day's work, and the time of service of any worker employed on the work shall be limited and restricted to eight hours during any one calendar day, and forty hours in any one calendar week, except when payment for overtime is made at not less than one and one-half the basic rate for all hours worked in excess of eight hours per day ("Eight-Hour Law"), unless Consultant or the Services are not subject to the Eight-Hour Law. Consultant shall forfeit to RCA as a penalty, \$50.00 for each worker employed in the execution of this Agreement by him or her, or by any sub-consultant under him or her, for each calendar day during which such workman is required or permitted to work more than eight hours in any calendar day and forty hours in any one calendar week without such compensation for overtime violation of the provisions of the California Labor Code, unless Consultant or the Services are not subject to the Eight-Hour Law.

3.3.9 Contractor Registration. Effective March 1, 2015, if the Services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred and fees charged under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of RCA during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. RCA may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been fully and adequately rendered to RCA through the effective date of the termination, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, RCA may require Consultant to provide all finished or unfinished Documents and Data, as defined below, and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, RCA may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant: Capitol Alliance Consulting, LLC
8 Oak Tree Drive
Newport Beach, CA 92660

Attn: David Kennett

RCA: Western Riverside County Regional
Conservation Authority
Attention: Executive Director
3403 Tenth Street, Suite 320
Riverside, CA 92501

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials/Confidentiality.

3.5.3.1 Documents & Data. This Agreement creates an exclusive and perpetual license for RCA to copy, use, modify, reuse, or sub-license any and all copyrights and designs embodied in plans, specifications, studies, drawings, estimates, materials, data and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”).

Consultant shall require all subcontractors to agree in writing that RCA is granted an exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement.

Consultant represents and warrants that Consultant has the legal right to grant the exclusive and perpetual license for all such Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by RCA.

RCA shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at RCA’s sole risk.

3.5.3.2 Intellectual Property. In addition, RCA shall have and retain all right, title and interest (including copyright, patent, trade secret and other proprietary rights) in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents, and any and all works of authorship fixed in any tangible medium or expression, including but not limited to, physical drawings or other data magnetically or otherwise recorded on computer media (“Intellectual Property”) prepared or developed by or on behalf of Consultant under this Agreement as well as any other such Intellectual Property prepared or developed by or on behalf of Consultant under this Agreement.

RCA shall have and retain all right, title and interest in Intellectual Property developed or modified under this Agreement whether paid for wholly or in

part by RCA, whether or not developed in conjunction with Consultant, and whether or not developed by Consultant. Consultant will execute separate written assignments of any and all rights to the above referenced Intellectual Property upon request of RCA.

Consultant shall also be responsible to obtain in writing separate written assignments from any subcontractors or agents of Consultant of any and all right to the above referenced Intellectual Property. Should Consultant, either during or following termination of this Agreement, desire to use any of the above-referenced Intellectual Property, it shall first obtain the written approval of RCA.

All materials and documents which were developed or prepared by Consultant for general use prior to the execution of this Agreement and which are not the copyright of any other party or publicly available and any other computer applications, shall continue to be the property of Consultant. However, unless otherwise identified and stated prior to execution of this Agreement, Consultant represents and warrants that it has the right to grant the exclusive and perpetual license for all such Intellectual Property as provided herein.

RCA further is granted by Consultant a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Consultant which is the basis or foundation for any derivative, collective, insurrectional, or supplemental work created under this Agreement.

3.5.3.3 Infringement Indemnification. Consultant shall defend, indemnify and hold RCA, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by RCA of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.5.4 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of RCA, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use RCA's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of RCA.

3.5.5 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.6 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and costs of such actions.

3.5.7 Indemnification. Consultant shall defend, indemnify and hold RCA, its directors, officials, officers, agents, consultants, employees, and volunteers free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or in equity, to property or persons, including wrongful death, in any manner arising out of or incident to alleged negligent acts, omissions or willful misconduct of the Consultant, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages, attorneys' fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against RCA, its directors, officials, officers, agents, consultants, employees, and volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against RCA or its directors, officials, officers, agents, consultants, employees, and volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse RCA and its directors, officials, officers, employees, agents, consultants, and volunteers, for any and all legal expenses and costs, including reasonable attorney's fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by RCA, its directors, officials, officers, agents, consultants, employees, and volunteers. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. This Section 3.5.7 shall survive any expiration or termination of this Agreement.

3.5.8 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

3.5.9 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

3.5.10 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.11 RCA's Right to Employ Other Consultants. RCA reserves the right to employ other consultants in connection with this Project.

3.5.12 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of RCA. Any attempt to do so shall be null and void, and any assignees,

hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.13 Successor and Assigns. This Agreement shall be binding on the successors and assigns of the Parties, and shall not be assigned by Consultant without the prior written consent of RCA.

3.5.14 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all directors, officials, officers, agents, consultants, employees, and volunteers of Consultant, except as otherwise specified in this Agreement. All references to RCA include its directors, officials, officers, agents, consultants, employees, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.15 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.16 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.17 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.18 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.19 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, RCA shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of RCA, during the term of his or her service with RCA, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.20 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to

initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of any RCA programs or guidelines concerning equal opportunity employment currently in effect or hereinafter enacted.

3.5.21 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.22 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.23 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.24 Subpoenas or Court Orders. Should Consultant receive a subpoena or court order related to this Agreement, the Services or the Project, Consultant shall immediately provide written notice of the subpoena or court order to RCA. Consultant shall not respond to any such subpoena or court order until notice to RCA is provided as required herein, and shall cooperate with RCA in responding to the subpoena or court order.

3.5.25 Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated into this Agreement as though fully set forth herein.

3.5.26 Survival. All rights and obligations hereunder that by their nature are to be performed after any expiration or termination of this Agreement shall survive any such expiration or termination.

3.6 Subcontracting.

3.6.1 Prior Approval Required. Consultant shall not subcontract any portion of the work or Services required by this Agreement, except as expressly stated herein, without prior written approval of RCA. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

[Signatures on following page]

**SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT BETWEEN
WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY AND
DAVID KENNETT TO PROVIDE GOVERNMENT RELATIONS SERVICES**

RCA

CONSULTANT

By: _____
Charles V. Landry
Executive Director

By: _____
David Kennett, President

Approved as to form:

RCA General Counsel
Best Best & Krieger LLP

EXHIBIT A

Scope of Services Fiscal Year 2017

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

- Continue to build and present the case for federal and state support of habitat conservation plans.
- Ensure that the United States Fish and Wildlife Service adheres to their Biological Opinion for the MSHCP. That Biological Opinion states that Critical Habitat Designations for all species other than the Santa Ana sucker will have no effect on the MSHCP.
- At the same time, seek removal of Critical Habitat Designations on MSHCP land for all covered species, including the Critical Habitat Designation for the Santa Ana sucker.
- Protect and augment federal and state funding for Habitat Conservation Planning and Land Acquisition.
- Support RCA on issues related to obtaining and utilizing Endangered Species Act Section 6 grant funding.
- Support the RCA's appropriations requests related to habitat acquisition.
- Work with Congress, the Department of Interior, Department of Treasury and other agencies on issues related to species conservation, including adoption of federal loan/loan guarantee legislation or other new legislation pertaining to the MSHCP funding and environmental oversight.
- Upon identification of an applicable project, put RCA in a strong position to compete for loans and loan guarantees under the new WRRDA law;
- Undertake other projects as may be developed from time to time.

A. Scope of Work. The scope of work outlines activities necessary to achieve your objectives for July 2016 through June 2017.

Task 1: Review, Research, and Identify Funding Opportunities as well as Opportunities/Obstacles for Regulatory Relief. CAC reviews and identifies funding and partnership opportunities associated with our projects as well as potential obstacles installed by government decisions.

- Work product: Research and develop funding and partnership opportunity information for meetings with our clients, initial communications with government contacts regarding funding opportunities, obstacles and trends.

Task 2: Develop Project Agenda. CAC meets with our clients to refine projects and strategies related to the federal and state governments. CAC briefs our clients on our proposed strategies for projects. CAC also communicates with legislative staff and agencies regarding strategies.

- Work product: Communications with our client regarding the proposed strategies. Communications and coordination with legislative and agency staff regarding projects.

Task 3: Preparation of Materials. CAC works with our clients to develop issue papers, correspondence, legislative language and other materials for use internally and externally.

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

Task 4: Client Advocacy. 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 legislative offices and Administration officials.

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

Task 5: CAC Advocacy. CAC will regularly communicate with Members of Congress, their staff, key committee staffers, and agencies in support of our projects. CAC provides support to legislative and administrative offices, including support letters, talking points, memoranda regarding project and budget status, draft legislative testimony, and other communications as requested by government 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 representatives and agencies, draft correspondence, draft proposed legislation, support materials, memoranda for legislative offices and federal agencies regarding project status, and other support as requested and needed by legislative offices and federal agencies, attend legislative hearings and federal workshops.

Task 6: 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 County 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 or state level, as well as to advise you regarding any impact on your interests. CAC will provide written quarterly progress reports to the RCA Executive Director and oral reports to the RCA Board of Directors as requested by the RCA Executive Director.

- 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 7: Outcomes and Project Assessment. Upon final determinations by the federal and/or state governments, CAC reports results to our clients immediately upon information availability, and provides copies of relevant legislation, legislative reports, and other documents when made available to CAC or the public. CAC debriefs legislative offices regarding project results and reports findings to our clients. CAC also provides outcomes assessments, assisting CAC and you in formulating our 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 legislative offices regarding outcomes.

Task 8: 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.

AGENDA ITEM NO. 10
Attachment 2

DUDEK

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY
AND DUDEK

1. PARTIES AND DATE.

This Agreement is made and entered into this 1st day of July 2017, by and between the Western Riverside County Regional Conservation Authority, a Joint Powers Authority organized under the laws of the State of California with its principal place of business at 3403 Tenth Street, Suite 320 Riverside, California 92501 (“RCA”) and Dudek, a California Corporation with its principal place of business at 605 Third Street, Encinitas, California, 92024 (Consultant”). RCA and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

2. RECITALS.

2.1 Consultant. Consultant desires to perform and assume responsibility for the provision of certain professional services required by RCA on the terms and conditions set forth in this Agreement. Consultant represents that it is a professional consultant, experienced in providing environmental consulting and MSHCP implementation services to public clients, is licensed in the State of California, and is familiar with the functions of RCA.

2.2 Project. RCA desires to engage Consultant to render such services for environmental consulting and implementation of the MSHCP (“Project”) as set forth herein.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. 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 environmental consulting and MSHCP implementation services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. Services shall include, but not be limited to, any duties and responsibilities assigned by the RCA Executive Director or his designee. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from the date first specified above to June 30, 2021, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. RCA retains Consultant on an independent contractor basis and Consultant is not an employee of RCA. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall not be employees of RCA and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall provide the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical expertise and personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the schedule, RCA shall respond to Consultant's submittals in a timely manner. Upon request of RCA, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of RCA.

3.2.4 RCA's Representatives. RCA hereby designates its Executive Director, or his or her designee, to act as its representative for the performance of this Agreement. All invoices for Consultant shall be submitted to the Executive Director. The Executive Director shall be responsible for directing Consultant's activities pursuant to this Agreement. The Executive Director shall have the power to act on behalf of RCA for all purposes under this Agreement. Consultant shall not accept direction or orders from any person other than the Executive Director or his or her designee.

3.2.5 Substitution of Key Personnel. Consultant has represented to RCA that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence and experience upon written approval of RCA. In the event that RCA and Consultant cannot agree as to the substitution of key personnel, RCA shall be entitled to terminate this Agreement for cause, pursuant to provisions of Section 3.5.1 of this Agreement. The key personnel for performance of this Agreement are as follows: Joe Monaco, Wendy Worthey, and Noelle Ronan.

3.2.6 Consultant's Representative. Consultant hereby designates Joe Monaco to act as its Representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the

Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement. Consultant shall work closely and cooperate fully with RCA's Representative and any other agencies which may have jurisdiction over, or an interest in, the Services. Consultant's Representative shall be available to the RCA staff at all reasonable times.

3.2.7 Coordination of Services. Consultant agrees to work closely with RCA staff in the performance of Services and shall be available to RCA's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform the Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from RCA, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein and shall be fully responsible to RCA for all damages and other liabilities arising from the Consultant's errors and omissions. Any employee of the Consultant or its sub-consultants who is determined by RCA to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to RCA, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to RCA, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold RCA, its officials, directors, officers, employees, consultants, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to RCA that it has secured all insurance required under this section, in a form and with insurance companies acceptable to RCA. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to RCA that the subcontractor has secured all insurance required under this section.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001 or exact equivalent); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage (form CA 0001, code 1 (any auto) or exact equivalent); and (3) *If Consultant has employees, Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage; and (3) If Consultant has employees, Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

3.2.10.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$2,000,000 per claim, and shall be endorsed to include contractual liability. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

3.2.10.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements to add the following provisions to the insurance policies:

(A) General Liability.

(i) Commercial General Liability Insurance must include coverage for (1) Bodily Injury and Property Damage; (2) Personal Injury/Advertising Injury; (3) Premises/Operations Liability; (4) Products/Completed Operations Liability; (5) Aggregate Limits that Apply per Project; (6) Explosion, Collapse and Underground (UCX) exclusion deleted; (7) Contractual Liability with respect to this Agreement; (8) Broad Form Property Damage; and (9) Independent Consultants Coverage.

(ii) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

(iii) The policy shall give RCA, its directors, officials, officers, employees, and agents insured status using ISO endorsement forms 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(iv) The additional insured coverage under the policy shall be “primary and non-contributory” and will not seek contribution from RCA’s insurance or self-insurance and shall be at least as broad as CG 20 01 04 13, or endorsements providing the exact same coverage.

(B) Automobile Liability.

(i) The automobile liability policy shall be endorsed to state that: (1) RCA, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects RCA, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant’s scheduled underlying coverage. Any insurance or self-insurance maintained by RCA, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant’s insurance and shall not be called upon to contribute with it in any way.

(C) Workers’ Compensation and Employers Liability Coverage.

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) The insurer shall agree to waive all rights of subrogation against RCA, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) All Coverages.

(i) Defense costs shall be payable in addition to the limits set forth hereunder.

(ii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth herein shall be available to RCA, its directors, officials, officers, employees and agents as additional insureds under said policies. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named insured; whichever is greater.

(iii) The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of RCA (if agreed to in a written contract or agreement) before RCA's own insurance or self-insurance shall be called upon to protect it as a named insured. The umbrella/excess policy shall be provided on a "following form" basis with coverage at least as broad as provided on the underlying policy(ies).

(iv) Consultant shall provide RCA at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to RCA at least ten (10) days prior to the effective date of cancellation or expiration.

(v) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(vi) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by RCA, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(vii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, RCA has the right but not the duty to obtain the insurance it deems necessary and any premium paid by RCA will be promptly reimbursed by Consultant or RCA will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, RCA may cancel this Agreement. RCA may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(viii) Neither RCA nor any of its directors, officials, officers, employees or agents shall be personally responsible for any liability arising under or by virtue of this Agreement.

3.2.10.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to RCA, its directors, officials, officers, employees, agents and volunteers.

3.2.10.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by RCA. If RCA does not approve the deductibles or self-insured retentions as presented, Consultant shall guarantee that, at the option of RCA, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects RCA, its directors, officials, officers, employees, agents and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.10.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to RCA.

3.2.10.8 Verification of Coverage. Consultant shall furnish RCA with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to RCA. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by RCA before work commences. RCA reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.9 Reporting of Claims. Consultant shall report to RCA, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with Services under this Agreement.

3.2.10.10 Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to RCA that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name RCA as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, RCA may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto and incorporated herein by reference. The Total Compensation for Fiscal Year 2016-17 shall not exceed Three Hundred Fifty Thousand Dollars and no/100 (\$350,000.00) without written approval of RCA's Executive Director. Extra Work may be authorized, as described below, and, if authorized, will be compensated at the rates and manner set forth in this Agreement. Compensation for future fiscal years will remain at the 2016 rates and the contract amount will be approved annually by the RCA Board of Directors as part of the RCA budget process. The contract amount will be confirmed in writing to the Consultant.

3.3.2 Payment of Compensation. Consultant shall submit to RCA a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. Said compensation shall be paid in accordance with an invoice submitted to RCA by Consultant within fifteen (15) days from the last day of each calendar month, and RCA shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by RCA.

3.3.4 Extra Work. At any time during the term of this Agreement, RCA may request that Consultant perform Extra Work. As used herein, “Extra Work” means any work which is determined by RCA to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from RCA’s Representative.

3.3.5 Prevailing Wages. By execution of this Agreement, Consultant certified that it is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. RCA shall provide Consultant with a copy of the prevailing rate of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant’s principal place of business and at the project site. Consultant shall defend, indemnify and hold RCA, its directors, officials, officers, consultants, employees, volunteers and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.3.6 Employment of Apprentices. This Agreement shall not prevent the employment of properly indentured apprentices in accordance with the California Labor Code, and no employer or labor union shall refuse to accept otherwise qualified employees as indentured apprentices on the work performed hereunder solely on the ground of race, creed, national origin, ancestry, color or sex. Every qualified apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade in which he or she is employed and shall be employed only in the craft or trade to which he or she is registered.

If California Labor Code Section 1777.5 applies to the Services, Consultant and any subcontractor hereunder who employs workers in any apprenticeable craft or trade shall apply to the joint apprenticeship council administering applicable standards for a certificate approving Consultant or any sub-consultant for the employment and training of apprentices. Upon issuance of this certificate, Consultant and any sub-consultant shall employ the number of apprentices provided for therein, as well as contribute to the fund to administer the apprenticeship program in each craft or trade in the area of the work hereunder.

The parties expressly understand that the responsibility for compliance with provisions of this Section and with Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code in regard to all apprenticeable occupations lies with Consultant.

3.3.7 No Waiver. Failure of RCA to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or

powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

3.3.8 Eight-Hour Law. Pursuant to the provisions of the California Labor Code, eight hours of labor shall constitute a legal day's work, and the time of service of any worker employed on the work shall be limited and restricted to eight hours during any one calendar day, and forty hours in any one calendar week, except when payment for overtime is made at not less than one and one-half the basic rate for all hours worked in excess of eight hours per day ("Eight-Hour Law"), unless Consultant or the Services are not subject to the Eight-Hour Law. Consultant shall forfeit to RCA as a penalty, \$50.00 for each worker employed in the execution of this Agreement by him or her, or by any sub-consultant under him or her, for each calendar day during which such workman is required or permitted to work more than eight hours in any calendar day and forty hours in any one calendar week without such compensation for overtime violation of the provisions of the California Labor Code, unless Consultant or the Services are not subject to the Eight-Hour Law.

3.3.9 Contractor Registration. Effective March 1, 2015, if the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred and fees charged under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of RCA during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. RCA may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been fully and adequately rendered to RCA through the effective date of the termination, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, RCA may require Consultant to provide all finished or unfinished Documents and Data, as defined below, and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, RCA may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant: Dudek
Attention: Joe Monaco
605 Third Street
Encinitas, CA 92024

RCA: Western Riverside County Regional
Conservation Authority
Attention: Executive Director
3403 Tenth Street, Suite 320
Riverside, CA 92501

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials/Confidentiality.

3.5.3.1 Documents & Data. This Agreement creates an exclusive and perpetual license for RCA to copy, use, modify, reuse, or sub-license any and all copyrights and designs embodied in plans, specifications, studies, drawings, estimates, materials, data and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”).

Consultant shall require all subcontractors to agree in writing that RCA is granted an exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement.

Consultant represents and warrants that Consultant has the legal right to grant the exclusive and perpetual license for all such Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by RCA.

RCA shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at RCA's sole risk.

3.5.3.2 Intellectual Property. In addition, RCA shall have and retain all right, title and interest (including copyright, patent, trade secret and other proprietary rights) in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents, and any and all works of authorship fixed in any tangible medium or expression, including but not limited to, physical drawings or other data magnetically or otherwise recorded on computer media ("Intellectual Property") prepared or developed by or on behalf of Consultant under this Agreement as well as any other such Intellectual Property prepared or developed by or on behalf of Consultant under this Agreement.

RCA shall have and retain all right, title and interest in Intellectual Property developed or modified under this Agreement whether paid for wholly or in part by RCA, whether or not developed in conjunction with Consultant, and whether or not developed by Consultant. Consultant will execute separate written assignments of any and all rights to the above referenced Intellectual Property upon request of RCA.

Consultant shall also be responsible to obtain in writing separate written assignments from any subcontractors or agents of Consultant of any and all right to the above referenced Intellectual Property. Should Consultant, either during or following termination of this Agreement, desire to use any of the above-referenced Intellectual Property, it shall first obtain the written approval of RCA.

All materials and documents which were developed or prepared by Consultant for general use prior to the execution of this Agreement and which are not the copyright of any other party or publicly available and any other computer applications, shall continue to be the property of Consultant. However, unless otherwise identified and stated prior to execution of this Agreement, Consultant represents and warrants that it has the right to grant the exclusive and perpetual license for all such Intellectual Property as provided herein.

RCA further is granted by Consultant a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Consultant which is the basis or foundation for any derivative, collective, insurrectional, or supplemental work created under this Agreement.

3.5.3.3 Infringement Indemnification. Consultant shall defend, indemnify and hold RCA, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by RCA of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.5.4 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other

Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of RCA, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use RCA's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of RCA.

3.5.5 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.6 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and costs of such actions.

3.5.7 Indemnification. Consultant shall defend, indemnify and hold RCA, its directors, officials, officers, agents, consultants, employees, and volunteers free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or in equity, to property or persons, including wrongful death, in any manner arising out of or incident to alleged negligent acts, omissions or willful misconduct of the Consultant, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages, attorneys' fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against RCA, its directors, officials, officers, agents, consultants, employees, and volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against RCA or its directors, officials, officers, agents, consultants, employees, and volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse RCA and its directors, officials, officers, employees, agents, consultants, and volunteers, for any and all legal expenses and costs, including reasonable attorney's fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by RCA, its directors, officials, officers, agents, consultants, employees, and volunteers. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. This Section 3.5.7 shall survive any expiration or termination of this Agreement.

3.5.8 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations,

understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

3.5.9 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

3.5.10 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.11 RCA's Right to Employ Other Consultants. RCA reserves the right to employ other consultants in connection with this Project.

3.5.12 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of RCA. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.13 Successor and Assigns. This Agreement shall be binding on the successors and assigns of the Parties, and shall not be assigned by Consultant without the prior written consent of RCA.

3.5.14 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all directors, officials, officers, agents, consultants, employees, and volunteers of Consultant, except as otherwise specified in this Agreement. All references to RCA include its directors, officials, officers, agents, consultants, employees, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.15 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.16 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.17 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.18 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.19 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, RCA shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of RCA, during the term of his or her service with RCA, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.20 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of any RCA programs or guidelines concerning equal opportunity employment currently in effect or hereinafter enacted.

3.5.21 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.22 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.23 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.24 Subpoenas or Court Orders. Should Consultant receive a subpoena or court order related to this Agreement, the Services or the Project, Consultant shall immediately provide written notice of the subpoena or court order to RCA. Consultant shall not respond to any such subpoena or court order until notice to RCA is provided as required herein, and shall cooperate with RCA in responding to the subpoena or court order.

3.5.25 Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated into this Agreement as though fully set forth herein.

3.5.26 Survival. All rights and obligations hereunder that by their nature are to be performed after any expiration or termination of this Agreement shall survive any such expiration or termination.

3.6 Subcontracting.

3.6.1 Prior Approval Required. Consultant shall not subcontract any portion of the work or Services required by this Agreement, except as expressly stated herein, without prior written approval of RCA. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

RCA

CONSULTANT

By: _____
Charles V. Landry
Executive Director

By: _____
Name: _____
Title: _____

Approved as to form:

RCA General Counsel
Best Best & Krieger LLP

**DUDEK
FY 2017 – FY 2021
SCOPE OF SERVICES TO RCA**

Joint Project Review (JPR) Processing

Dudek shall analyze the technical reports submitted with JPRs and manage the JPR process. Technical analysis includes, but is not limited to, review of detailed biological assessments, DBESPs, project plans and other forms of documentation needed to demonstrate consistency with the MSHCP. Dudek staff will review all information and reports submitted with JPRs and determine, under RCA oversight, whether Permittees' public and private projects are consistent with the requirements of the MSHCP. Dudek staff will prepare the key mapping information needed to demonstrate to the Wildlife Agencies and Permittees the relationship of projects to the MSHCP. Dudek will manage correspondence and communication with Permittees and Wildlife Agencies, prepare and maintain electronic and paper JPR records for RCA records, coordinate meetings related to JPRs, and facilitate discussions with the Permittees and the Wildlife Agencies as needed.

Participating Special Entities

Dudek shall conduct the analysis needed for non-Permittees utilizing the Participating Special Entities (PSEs) process of the MSHCP. Dudek will conduct technical review and provide analysis of the detailed biological assessments, DBESPs, project plans and other documentation necessary to demonstrate consistency with the MSHCP. Dudek will act as the point of contact with PSE entities related to technical information and coordinate meetings as necessary. Dudek will provide support services to Best, Best & Krieger on the drafting of the Certificate of Inclusion.

Criteria Refinements

Dudek will serve as the technical lead analyzing proposals for Criteria Refinements proposed by Permittees. Dudek will review the equivalency analysis prepared by the Permittee and determine if the replacement of land meets the requirements of the MSHCP. Dudek may also help a Permittee determine if a Criteria Refinement is possible. Should the RCA propose its own Criteria Refinement, Dudek can prepare the necessary biological equivalency documentation.

Amendments

Proposed changes to the MSHCP can be evaluated by Dudek to determine if they meet the requirements of Clerical, Minor or Major Amendment. Dudek can provide the necessary documentation and/or analysis needed to support the Amendment. Dudek can also provide the actual text or mapping changes needed for the Amendment. Dudek staff members are qualified CEQA and NEPA professionals, and if a Major Amendment were to be proposed, Dudek can provide the CEQA and NEPA documentation services for that action.

Training, Presentations and Manuals

As requested by the RCA, Dudek shall schedule and conduct training sessions for Permittees. Training shall cover MSHCP implementation processes most relevant to the specific Permittee. Dudek will prepare and/or update the presentation materials and documentation, as well as present the materials. Dudek will create manuals as requested and shall be responsible for the updating of guidance documents, such as the Permittee Implementation Manuals, and related materials. Dudek shall provide to the RCA all presentations, including date and Permittee name, handouts, Implementation Manual master and updates in the original source form for future editing.

Management and Monitoring Support

As requested by the RCA, Dudek staff will provide support to the Management and Monitoring Program. Dudek will coordinate the RMOC Steering Committee Meetings and provide documentation necessary for that Committee. Dudek will complete the Menifee HMU Management Plan and prepare management plans for other HMUs if requested. Development of management plans will be in close coordination with the RCA, Wildlife Agencies and RMOC Steering Committee. Dudek's biologists can provide the RCA support to determine how efficiencies can be realized in the Monitoring Program.

Annual Report

Each year, Dudek will provide data and textual support for the preparation of the MSHCP Annual Report.

Monthly Wildlife Agency Coordination meetings

Dudek will coordinate, manage agendas and participate in monthly meetings with the Wildlife Agencies to discuss a variety of issues, including, but not limited to, MSHCP implementation, land acquisition, funding, and management.

Weekly County Coordination Meetings

Dudek will participate in weekly meetings with the County of Riverside Environmental Programs Department to discuss upcoming projects and general issues related to MSHCP implementation. These meetings will continue to be an important communicative tool with the County of Riverside.

Bi-Weekly Acquisition Team Meetings

As requested by the RCA, Dudek will attend and participate in the RCA's Acquisition Team Meetings. As needed, Dudek also will continue to provide Acquisition Review Reports to RCA staff which is used to help determine how potential acquisitions relate to the MSHCP Goals.

Ongoing Individual Project Coordination

Dudek will participate in ongoing meetings and discussions regarding specific high-profile projects as requested. Dudek will continue to provide background and MSHCP implementation guidance related to proposed activities while maintaining an understanding of the local and political issues surrounding these types of projects.

Ongoing Support for Permittees

Dudek will provide interface (emails, phone or meetings) with the Permittees, non-Permittees and private consultants on MSHCP implementation questions as needed.

Miscellaneous Support to RCA

Dudek staff will provide support to the RCA on various issues related to the MSHCP. Support includes participation in meetings, representing the RCA at workshops/conferences/meetings, providing written documentation to support correspondence to Permittees or other entities, coordinating with the Wildlife Agencies, and Best, Best & Krieger as needed.

Reporting

Consultant will provide written quarterly progress reports to the RCA Executive Director and oral reports to the RCA Board of Directors as directed by the RCA Executive Director.

**DUDEK
2016 STANDARD SCHEDULE OF CHARGES**

EXHIBIT B

ENGINEERING SERVICES

Project Director.....	\$265.00/hr
Principal Engineer III.....	\$235.00/hr
Principal Engineer II.....	\$225.00/hr
Principal Engineer I.....	\$215.00/hr
Program Manager.....	\$205.00/hr
Senior Project Manager.....	\$205.00/hr
Project Manager.....	\$195.00/hr
Senior Engineer III.....	\$195.00/hr
Senior Engineer II.....	\$185.00/hr
Senior Engineer I.....	\$175.00/hr
Project Engineer IV/Technician IV.....	\$165.00/hr
Project Engineer III/Technician III.....	\$150.00/hr
Project Engineer II/Technician II.....	\$135.00/hr
Project Engineer I/Technician I.....	\$120.00/hr
Project Coordinator.....	\$95.00/hr
Engineering Assistant.....	\$85.00/hr

ENVIRONMENTAL SERVICES

Principal.....	\$240.00/hr
Senior Project Manager/Specialist II.....	\$225.00/hr
Senior Project Manager/Specialist I.....	\$215.00/hr
Environmental Specialist/Planner VI.....	\$195.00/hr
Environmental Specialist/Planner V.....	\$175.00/hr
Environmental Specialist/Planner IV.....	\$165.00/hr
Environmental Specialist/Planner III.....	\$155.00/hr
Environmental Specialist/Planner II.....	\$135.00/hr
Environmental Specialist/Planner I.....	\$125.00/hr
Analyst III.....	\$115.00/hr
Analyst II.....	\$105.00/hr
Analyst I.....	\$95.00/hr
Planning Assistant II.....	\$85.00/hr
Planning Assistant I.....	\$75.00/hr

COASTAL PLANNING/POLICY SERVICES

Senior Project Manager/Coastal Planner II.....	\$220.00/hr
Senior Project Manager/Coastal Planner I.....	\$210.00/hr
Environmental Specialist/Coastal Planner VI.....	\$200.00/hr
Environmental Specialist/Coastal Planner V.....	\$180.00/hr
Environmental Specialist/Coastal Planner IV.....	\$170.00/hr
Environmental Specialist/Coastal Planner III.....	\$160.00/hr
Environmental Specialist/Coastal Planner II.....	\$150.00/hr
Environmental Specialist/Coastal Planner I.....	\$140.00/hr

ARCHAEOLOGICAL SERVICES

Senior Project Manager/Archaeologist II.....	\$215.00/hr
Senior Project Manager/Archaeologist I.....	\$205.00/hr
Environmental Specialist/Archaeologist VI.....	\$185.00/hr
Environmental Specialist/Archaeologist V.....	\$165.00/hr
Environmental Specialist/Archaeologist IV.....	\$155.00/hr
Environmental Specialist/Archaeologist III.....	\$145.00/hr
Environmental Specialist/Archaeologist II.....	\$135.00/hr
Environmental Specialist/Archaeologist I.....	\$125.00/hr
Environmental Specialist/Paleontologist III.....	\$165.00/hr
Environmental Specialist/Paleontologist II.....	\$145.00/hr
Environmental Specialist/Paleontologist I.....	\$125.00/hr
Paleontological Technician III.....	\$85.00/hr
Paleontological Technician II.....	\$75.00/hr
Paleontological Technician I.....	\$55.00/hr
Archaeologist Technician II.....	\$75.00/hr
Archaeologist Technician I.....	\$55.00/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.....	\$140.00/hr
Construction Engineer.....	\$135.00/hr
On-site Owner's Representative.....	\$130.00/hr
Construction Inspector III.....	\$125.00/hr
Construction Inspector II.....	\$115.00/hr
Construction Inspector I.....	\$105.00/hr
Prevailing Wage Inspector.....	\$135.00/hr

COMPLIANCE SERVICES

Compliance Director.....	\$205.00/hr
Compliance Manager.....	\$145.00/hr
Compliance Project Coordinator.....	\$105.00/hr
Compliance Monitor.....	\$95.00/hr

HYDROGEOLOGICAL SERVICES

Principal.....	\$260.00/hr
Principal Hydrogeologist/Engineer.....	\$240.00/hr
Sr. Hydrogeologist IV/Engineer IV.....	\$225.00/hr
Sr. Hydrogeologist III/Engineer III.....	\$210.00/hr
Sr. Hydrogeologist II/Engineer II.....	\$195.00/hr
Sr. Hydrogeologist I/Engineer I.....	\$180.00/hr
Hydrogeologist VI/Engineer VI.....	\$160.00/hr
Hydrogeologist V/Engineer V.....	\$150.00/hr
Hydrogeologist IV/Engineer IV.....	\$140.00/hr
Hydrogeologist III/Engineer III.....	\$130.00/hr
Hydrogeologist II/Engineer II.....	\$120.00/hr
Hydrogeologist I/Engineer I.....	\$110.00/hr
Technician.....	\$100.00/hr

DISTRICT MANAGEMENT & OPERATIONS

District General Manager.....	\$185.00/hr
District Engineer.....	\$175.00/hr
Operations Manager.....	\$150.00/hr
District Secretary/Accountant.....	\$100.00/hr
Collections System Manager.....	\$100.00/hr
Grade V Operator.....	\$100.00/hr
Grade IV Operator.....	\$90.00/hr
Grade III Operator.....	\$85.00/hr
Grade II Operator.....	\$63.00/hr
Grade I Operator.....	\$55.00/hr
Operator in Training.....	\$40.00/hr
Collection Maintenance Worker II.....	\$60.00/hr
Collection Maintenance Worker I.....	\$45.00/hr

OFFICE SERVICES

Technical/Drafting/CADD Services

3D Graphic Artist.....	\$155.00/hr
Senior Designer.....	\$145.00/hr
Designer.....	\$135.00/hr
Assistant Designer.....	\$130.00/hr
GIS Programmer I.....	\$180.00/hr
GIS Specialist IV.....	\$155.00/hr
GIS Specialist III.....	\$145.00/hr
GIS Specialist II.....	\$135.00/hr
GIS Specialist I.....	\$125.00/hr
CADD Operator III.....	\$125.00/hr
CADD Operator II.....	\$120.00/hr
CADD Operator I.....	\$105.00/hr
CADD Drafter.....	\$95.00/hr
CADD Technician.....	\$85.00/hr

SUPPORT SERVICES

Technical Editor III.....	\$145.00/hr
Technical Editor II.....	\$130.00/hr
Technical Editor I.....	\$115.00/hr
Publications Specialist III.....	\$105.00/hr
Publications Specialist II.....	\$95.00/hr
Publications Specialist I.....	\$85.00/hr
Clerical Administration II.....	\$85.00/hr
Clerical Administration I.....	\$80.00/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 current IRS allowable rates. 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 30 days from the date of the invoice. Client agrees to pay a monthly late charge equal to 1% per month of the outstanding balance until paid in full.

Annual Increases – Unless identified otherwise, these standard rates will increase 3% annually.

AGENDA ITEM NO. 10
Attachment 3

GEOGRAPHICS

**AMENDMENT NO. 7
TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE
WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY
AND GEOGRAPHICS
TO PROVIDE BRANDING AND PUBLIC INFORMATION MATERIALS**

1. PARTIES AND DATE.

This Amendment No. 7 to the Professional Services Agreement is entered into this 1st day of July, 2016 by and between the WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY ("RCA") and GEOGRAPHICS ("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 1, 2009, the Parties entered an agreement for the purpose of providing consulting services required by RCA ("Agreement").

2.2 On or about July 1, 2010, the Parties amended the Agreement to amend the scope, extend the term to June 30, 2011, and revise the Total Compensation to provide for a "Not to Exceed" amount of \$30,768.00 for the 2010-11 fiscal year. ("Amendment No. 1")

2.3 On or about July 1, 2011, the Parties amended the Agreement to amend the scope, extend the term to June 30, 2012, and revise the Total Compensation to provide for a "Not to Exceed" amount of \$30,768.00 for the 2011-12 fiscal year. ("Amendment No. 2")

2.4 On or about July 1, 2012, the Parties amended the agreement to amend the scope, extend the term to June 30, 2013, and revise the Total Compensation to provide for a "Not to Exceed" amount of \$30,768.00 for Fiscal Year 2012-13 ("Amendment No. 3").

2.5 On or about July 1, 2013, the Parties amended the agreement to amend the scope, extend the term to June 30, 2014, and revise the Total Compensation to provide for a "Not to Exceed" amount of \$46,392.48 for the 2013-14 fiscal year ("Amendment No. 4").

2.6 On or about July 1, 2014, the Parties amended the agreement to amend the scope, extend the term to June 30, 2015, and revise the Total Compensation to provide for a "Not to Exceed" amount of \$45,719.64 for Fiscal Year 2014-15 ("Amendment No. 5").

2.7 On or about July 1, 2015, the Parties amended the agreement to amend the scope, extend the term to June 30, 2016, and revise the Total Compensation to provide a "Not to Exceed" amount of \$37,620.00 for Fiscal Year 2015-16 ("Amendment No. 6").

2.8 The Parties desire to further amend the Agreement with this Amendment No. 7 to amend the scope, extend the term to June 30, 2017, and revise the Total Compensation to provide for a "Not to Exceed" amount of \$37,440.00 for Fiscal Year 2016-17. ("Amendment

No. 6”).

2.8 This Amendment is authorized pursuant to Section 3.5.15 of the Agreement.

3. TERMS.

3.1 Section 3.1.1 The services described in Exhibit A of the Agreement and all previous Amendments are hereby replaced with Exhibit A of this Amendment No. 7.

3.2 Section 3.1.2 of the Agreement is amended to extend the term until June 30, 2017.

3.3. Section 3.3.1 of the Agreement is amended to read that Total Compensation shall not exceed \$37,440.00 for Fiscal Year 2016-17 at the rates contained in Exhibit B attached hereto and incorporated herein.

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. 7.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 7 on the date first written above.

**WESTERN RIVERSIDE COUNTY
REGIONAL CONSERVATION AUTHORITY**

CONSULTANT

By _____
Charles V. Landry
Executive Director

By _____
Dawn Hassett
Managing Partner

ATTEST:

By _____
Honey Bernas
Clerk of the Board

Approved as to Form:

By _____
Best Best & Krieger LLP
RCA General Counsel



April 11, 2016

RCA: A Proposal to Provide Branding and Public Information Materials

To: Honey Bernas

I. Overview

Geographics has provided organizational branding and public information services and materials for RCA since 2009, including logo development, the creation of a recognizable and memorable set of graphic standards designed to appeal to community stakeholders, and a program of communications that explain the organization's mission and report its progress including stakeholder-style annual reports, newsletters, and press releases. These services have been enhanced by Geographics' long history with RCA's inception, providing public information and countywide outreach during the Riverside County Integrated Project in the early 1990s through the development of the MSHCP and creation of RCA in 2004.

Technology services and electronic communications have included website development, maintenance, hosting, and re-coding to improve navigation, and user experience. Maintenance and administrative services include applying the latest web technologies and approved security methodologies. Geographics also contributes a long-term historical knowledge of the website and its evolution, including its critical function as an online document repository for RCA.

Currently, RCA maintains a public outreach and communications program that includes:

- Organizational branding
- Newsletter-style Year in Review
- Newsletter
- Press Releases
- Outreach collateral including audience-specific brochures
- Website
- E-newsletters

RCA wishes to continue these efforts as well as extend its branding through other web-based and print communications and requires the professional services of a communications consultant to do so. The following proposal covers a series of print and electronic communications that form a basic communications program.

Branding/Public Information

This work will include organizational branding and collateral materials to enhance awareness of how RCA works, and supports both the local environment and the economy to create an ongoing excellent quality of life for the region.

- Newsletter (two per year, direct mailed, one of which may be a Year in Review)
- One-time public information materials including a calendar and counter top electronic display
- On call services for collateral materials and press releases

Electronic Communications

This work will include programming and distribution of the e-newsletter in Constant Contact, as well as development, operations and management of website, and webmaster services. Content Management System enhancements and custom applications will be coded and programmed as needed.

- E-newsletters (two per year)
- Ongoing website hosting, maintenance, and technical support to staff
- Ongoing social media updates

II. Scope of Work

Generally, the scope of work will include the following services:

- research
- copywriting
- photography (including aerial photography)
- graphic design
- multimedia production where required
- public relations and media relations services
- production, including data base development, CMS customization, custom application development where applicable, coding, and other tasks for online and electronic communications
- printing
- mailing services
- media placement

The costs and quantities below are estimates based on current pricing and are subject to change. For example, postage costs and media placement costs are not subject to consultant control.

Client staff participation will include:

- an initial direction-giving meeting
- providing factual information and content where necessary
- reviewing and approving designs and mockup
- reviewing and approving final proofs
- updates of mail and email lists

The following are details for the scope of work for each individual service:

Newsletters (Year in Review Annual Report)

Geographics retains a historical knowledge and understanding of the complex mechanics of the MSHCP—acquisitions, maintenance, membership, monitoring, and fee structure. This

experience allows the consultant to proceed with no start-up time and to engage in the communication effort as a partner, serving as an extension of RCA staff. Each newsletter will begin by holding a story conference with the client. Based on the resulting outline, Geographics will perform all research and write all copy. Supporting onsite photography is included as required. Using the existing design, Geographics will then develop a draft of the newsletter for client review. As many as two revisions to the content are included prior to final art. Geographics will print and mail the newsletters.

One Time Public Outreach Materials

Working with staff, Geographics has developed a scope of work for a limited program of additional outreach materials that address the stakeholder audience. These include an infographic handout which will illustrate the relationship between covered species, habitats, monitoring, and management activities as well and the infrastructure and economic development progress that permitting under the MSHCP enables. This tool will be used to educate member agency and partner agency staff, the general public, and stakeholders.

In addition, Geographics has developed an electronic poster proposal that will allow member agencies to educate the general public, particularly property owners, about how RCA works and what it does. Intended for use at Planning and Community Development counters in member agency facilities, it is an electronic frame that will use photographs and illustrations to communicate the messages.

Social Media

Social media networks—specifically Facebook and Twitter—provide useful reporting and promotional tools for public agencies. This kind of interaction can help to build stronger, more successful relationships with the public. Geographics will maintain and update RCA’s social media account on Facebook on a regular weekly basis with recent acquisitions, training opportunities, habitat conservation, and other newsworthy items.

Electronic Newsletters

Using the newsletter content as a basis, Geographics will prepare and program an e-newsletter for distribution using the client’s Constant Contact account. This work will include custom coding, proofing, creating a text version, creating an HTML interactive version resident on the client’s website, and creating a PDF version for distribution and the client’s document library. With each newsletter, Geographics will update the online distribution list from data provided by the client. Once a year, Geographics will update the template for minor changes to Constant Contact’s platform and also maintain the account subscription.

Website Maintenance and Hosting

Geographics will work with the client to provide technical support and maintenance for the client’s website and hosting, including troubleshooting and support for the client’s server. RCA’s website includes interactive maps and features, custom applications including very complex mapping, interfacing with third party applications, a large scale document storage in library format, and a Content Management System (CMS). This work will include updating text, graphics, and images as applicable, and support for posting publications. Geographics has a

long-term relationship with Rackspace, knows their services and capabilities, and can rely on their 24/7 support. This is essential with a critical archive such as the RCA document library. Monthly charges vary with slightly by bandwidth requirements. A description of the client's dedicated hosting service is included below:

Server:

rca-web- e5f8c304-8e98-4d3f-9c3d-63670cda5af5
198.101.155.208
2 GB Windows Server 2008 R2 SP1
80 GB Disk

Backup Agent:

Entire file system (~27 GB) backed up daily

Server Configuration Fallback:

Server Image / backup on config created daily

Monitoring Agents: (performed from 3 different regions)

Filesystem (hard disk space) [monitored 24/7/365 with checks every 60 seconds]
Upcheck (server response) [monitored 24/7/365 with checks every 60 seconds]
Pingcheck (response time) [monitored 24/7/365 with checks every 60 seconds]
MemoryUsage (available resources) [monitored 24/7/365 with checks every 60 seconds]
CPU Usage (available resources) [monitored 24/7/365 with checks every 60 seconds]

With server administrators on duty 24/7/365, managed service level relationship with Rackspace provides an additional layer of reliability.

Rackspace carries the following datacenter certifications:

ISO 27002

ISO/IEC 27002 (formerly known as ISO/IEC 17799:2005, based on BS 17799) is the standard for information security controls published by the International Organization for Standardization (ISO). The standard includes advice on aims and implementation of the controls, but does not mandate specific controls because each organization will have unique requirements based on a specific risk assessment. The Rackspace information security program is based on ISO/IEC 27002 policies and procedures.

ISO 27001

ISO/IEC 27001 is the only auditable international standard, and defines the requirements for an Information Security Management System (ISMS). The standard is designed to select adequate and proportionate security controls. In November 2011, the management of information security in the design, implementation, and support of Hosted Systems atDFW1 and ORD data center facilities was certified as compliant to ISO 27001:2005. A full reassessment is required every 3 years, and surveillance audits that review a section of the ISMS are performed every 6 months.

SSAE16

SSAE16 is an AICPA (American Institute of Certified Public Accountants) auditing standard intended to provide customers and prospects with third party validated visibility of a service provider's controls. Rackspace went through a SSAE16 Type II SOC1, SOC2 (Security and

Availability Only), and SOC3 audits covering all data center facilities globally. The report is available to current and potential customers subject to signature of appropriate Non-Disclosure Agreements.

SOC 1

Reports are to be conducted in accordance with Statement on Standards for Attestation Engagements (SSAE) No. 16, the AICPA attest standard, which is an audit conducted over internal controls over financial reporting, management of the user organizations, and management of the service organization. Service Organizations' continue to define their control objectives and controls, but the service auditor is responsible for evaluating those control objectives to ensure they are reasonable. A Type 2 report also includes the service auditor's opinion on whether the controls were operating effectively and describes tests of the controls performed by the service auditor to form that opinion and the results of those tests.

SOC 2

Reports on controls at a service organization relevant to Security, Availability, Privacy, Confidentiality and Processing. SOC 2 engagements use the predefined criteria in Trust Services Principles, Criteria and Illustrations, as well as the requirements and guidance in AT Section 101, Attest Engagements, of SSAEs. These reports are intended to meet the needs of a hosting provider customer that needs to understand the internal controls at a service organization. SOC 2 framework is a reporting option specifically designed for entities such as data centers, IT managed services, software as a service (SaaS) vendors, and many other technology and cloud computing based businesses. A Type 2 report also includes the service auditor's opinion on whether the controls were operating effectively and describes tests of the controls performed by the service auditor to form that opinion and the results of those tests.

SOC 3

Due to the restrictions of distribution to current and potential customers for the SOC 1 and SOC 2 reports, Rackspace has obtained a SOC 3 report. The difference between a SOC 2 report and a SOC 3 report is that a SOC 2 report contains a detailed description of the service auditor's tests of controls and results of those tests as well as the auditor's opinion on the description of the service organization's system. A SOC 3 report provides only the auditor's report on whether the system achieved the trust services criteria. There is no description of tests and results or opinion on the description of the system.

SAFE HARBOR

Safe Harbor is the US Department of Commerce framework for meeting the European Union's Data Protection requirements. Rackspace complies with the U.S.-EU Safe Harbor Framework and the U.S.-Swiss Safe Harbor Framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal information from European Union member countries and Switzerland. Rackspace has certified that it adheres to the Safe Harbor Privacy Principles of notice, choice, onward transfer, security, data integrity, access, and enforcement, with respect to the personal data we collect from EU and/or Swiss data subjects or receive from our affiliates located in the EU and/or Switzerland, such as information regarding service requests, service orders, handling orders, delivering services and processing payments.

CONTENT PROTECTION AND SECURITY STANDARD (CPS)

The Content Protection and Security Standard (CPS) is sponsored by the Content Delivery & Security Association (CDSA). CDSA is an international association that advocates the

innovative and responsible delivery and storage of entertainment, software, and information content. CDSA has focused its activities on anti-piracy and content protection standards to protect the security and integrity of intellectual property and related assets.

The Content Protection and Security Standard assists organizations in managing its security and piracy risks. The CPS framework focuses primarily on the security management of media content in all of its forms across the entire supply chain. It is comprised of an independent and impartial audit of risk management, personnel resources, asset management, logical and physical security, and disaster recovery planning.

On Call Service for Collateral Materials and Media Relations

The client has a general overview and two specific program brochures. From time to time these may require updating. In addition, the client also requires assistance with media releases for special events and special acquisitions. Geographics will assist the client with these items by first holding a meeting to refine the scope of work and content, producing a draft of the material required, working through revisions and a final version of the product. Sample costs are included here.

Website Enhancements

Geographics will work with the client to make any needed enhancements to the website in the coming year.

2016-2017 changes may include:

- Custom additions to the Content Management System as required
- Use of analytics
- Development of social media capabilities

Geographics will meet with the client to determine any enhancements and will then create content and code the new functions. The client will receive training on the use of the new functions and complete documentation will be provided.

III. Core Program Costs

Note: some costs are variable, like postage, and are subject to change.

A. Newsletters/Year in Review

1. Coordination and Copywriting coordination meeting plus five to seven stories 24 hours @ \$77/hour	\$	1,848.00
2. Design 18 hours @ \$61/hour	\$	1,098.00
3. Photography (If Needed) 8 hours @ \$88/hour	\$	704.00
Processing/Digital Handling 2 hours @ \$61/hour	\$	122.00
4. Revisions and final art (two rounds) 10 hours @ \$61/hour	\$	610.00
5. Printing 2,500 qty newsletters	\$	1,500.00
6. Mailing Mailing services	\$	250.00
Postage (@ cost)	\$	225.00
	\$	6,357.00
sales tax on taxable portion	\$	404.48
	\$	6,761.48
	@	2 per year
	\$	13,522.96

B. Electronic Newsletters (Based on newsletter/Annual Report above)

1. Configure content for e-newsletter Content into Template 7 hours @ 100 hour	\$	700.00
Update list, revisions, text version, and broadcast 2 hours @ \$100/hour	\$	200.00
	\$	900.00
	@	2 per year
	\$	1,800.00
2. Constant Contact Subscription – 1 year	\$	338.00
	\$	2,138.00

C. Ongoing Website Maintenance and Hosting

1. Technical support to staff*		
Changes to navigation, databases, not covered by content management system		
24 hours @ \$100/hour	\$	2,400.00
<i>* Annual support is provided on an as-needed basis and charged at the hourly rate. Time is billed in 15 minute increments.</i>		
2. Hosting (dedicated managed, 24/7 support)		
\$350/month plus bandwidth at \$27 ±		
\$377 x 12	\$	4,524.00
	\$	6,924.00

D. On Call Service for Collateral Materials and Media Relations

1. Update Basic Brochure Publications		
Coordination and Copywriting		
3 hours @ \$77/hour	\$	231.00
Revisions to graphics, text, and photos		
4 hours @ \$61/hour	\$	244.00
Imaging		
100 qty brochures	\$	252.00
	\$	727.00
sales tax on taxable portion	\$	58.16
	\$	785.16
2. Media Relations		
Coordination and Copywriting		
3 hours @ \$77/hour	\$	231.00
	@	2 times/year
	\$	462.00
On Call Total	\$	1,247.16

E. Social Media

Coordination (1 hour per week)
52 hours @ \$77/hour \$ 4,004.00

F. Aerial Photography

Photography
6 hours @ \$88/hour \$ 528.00

Digital Processing
12 hours @ \$61/hour \$ 732.00

Helicopter Rental \$ 1,238.00
2,498.00

G. Infographic Handout (“How RCA Works” brochure and poster)

Coordination
3 hours @ \$77/hour \$ 231.00

Copywriting
8 hours @ \$77/hour \$ 616.00

Design Brochure and Poster
20 hours @ \$61/hour \$ 1,220.00

Revisions/Final Art
6 hours @ \$61/hour \$ 366.00

Printing—Brochure (for member agency and RCA use)
8.5” x 14” double parallel, 80# matte book
2,500 qty (5,000 qty—\$1,179) \$ 1,060.00

Printing—Poster
30” x 40”
30 qty \$ 932.00
4,425.00

sales tax on taxable portion \$ 354.00
\$ 4,779.00

H. Member Countertop Display (Extension of Property Owners Brochure)

Design 2 treatments of intro/closing slide 4 hours @ \$61/hour	\$	244.00
Digital Processing/Final Art Process/reformat all photos in slide show to correct aspect ratio, custom intro slide for each member 12 hours @ \$61/hour	\$	732.00
Electronic Frames* 25 frames at \$50/each	\$	<u>1,250.00</u>
<i>* We will try to negotiate a bulk discount for additional cost savings</i>	\$	2,226.00
sales tax on taxable portion	\$	<u>100.00</u>
	\$	2,326.00
 Cost of Annual Program	 \$	 37,439.12

IV. Cost Summary

Newsletters (2 per year)	\$	13,522.96
Electronic Newsletters (2 per year)	\$	2,138.00
Website Maintenance and Hosting	\$	6,924.00
On Call Services for Collateral and Media Relations	\$	1,247.16
Social Media	\$	4,004.00
Aerial Photography	\$	2,498.00
Infographic Handout	\$	4,779.00
Member Countertop Display (Property Owners)	\$	2,326.00
Total:	\$	37,439.12



Geographics 2015 Rate Sheet

	Price / hour
Graphic Design	\$61.00
Graphic Production	\$61.00
Illustration	\$61.00
Coordination	\$77.00
Content Development	\$77.00
Copywriting	\$77.00
Photography	\$88.00
Digital Imaging: Short Listing/Sorting/Processing/Archiving	\$61.00
Web Development and Programming	\$100.00

Travel more than 30 minutes is charged as time. Vendor fees are cost plus 15%, lower than the industry standard of 17.75%. This charge covers administration of vendor services, processing of proofs, attending quality inspections such as press checks, administering billings, quality assurance and control activities, and deliveries. No charges for telephone consultation and incidental copying.

AGENDA ITEM NO. 10
Attachment 4

RIVERSIDE-CORONA
RESOURCE
CONSERVATION DISTRICT

**AMENDMENT NO. 10
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. 10 ("Amendment No. 10") to the Sub-lease Agreement ("Agreement") is entered into this 1st day of July, 2016 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").

2.5 On or about July 1, 2009, said Agreement was amended to extend the term of the Agreement to June 30, 2010 and amend the annual sub-lease amount for Fiscal Year 2009-2010 ("Amendment No. 4").

2.6 On or about July 1, 2010, said Agreement was amended to extend the term of the Agreement to June 30, 2011 and amend the annual sub-lease amount for Fiscal Year 2010-11 ("Amendment No. 5").

2.7 On or about July 1, 2011, said Agreement was amended to extend the term of the Agreement to June 30, 2012 and amend the annual sub-lease amount for Fiscal Year 2011-12 ("Amendment No. 6").

2.8 On or about July 1, 2012, said Agreement was amended to extend the term of the Agreement to June 30, 2013 for an amount "Not to Exceed" \$83,780.28 for Fiscal Year 2012-13 ("Amendment No. 7").

2.9 On or about July 1, 2013, said Agreement was amended to extend the term of the Agreement to June 30, 2014 for an amount "Not to Exceed" \$83,780.28 for Fiscal Year 2013-14 ("Amendment No. 8").

2.10 On or about July 1, 2014, said Agreement was amended to extend the term of the Agreement to June 30, 2016 for a total amount of \$167,560.56, "Not to Exceed" \$83,780.28 per fiscal year ("Amendment No. 9").

2.11 The Parties desire to amend the Agreement with this Amendment No. 10 to extend the term of the Agreement for a period of two years until June 30, 2018 for a total amount of \$167,560.56, "Not to Exceed" \$83,780.28 per fiscal year. ("Amendment No. 10").

2.12 This Amendment No. 10 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 two years, until June 30, 2018.

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 per year for Fiscal Years 2017 and 2018.

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. 10 on the date first written above.

**WESTERN RIVERSIDE COUNTY
REGIONAL CONSERVATION AUTHORITY**

**RIVERSIDE-CORONA RESOURCE
CONSERVATION DISTRICT**

By _____
Eugene Montanez
Chairman

By  _____
Alfred Bonnett
President

ATTEST:

By _____
Honey Bernas
Clerk of the Board

AGENDA ITEM NO. 10
Attachment 5

SANTA ANA
WATERSHED ASSOCIATION

**AMENDMENT NO. 6
TO PROFESSIONAL SERVICES 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 1st day of July, 2016, 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, 2010, the Parties entered into a professional services agreement (“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 July 1, 2011, the Agreement was amended to extend the term to June 30, 2012, and increase the Total Compensation for a “Not to Exceed” amount of \$610,584.00 for the 2011-12 fiscal year (“Amendment No. 1”).

2.3 On or about July 1, 2012, the Agreement was amended to amend the scope, extend the term to June 30, 2013, and increase Total Compensation for a “Not to Exceed” amount of \$815,749.00 for Fiscal Year 2012-13 at the rates contained in Exhibit B (“Amendment No. 2”).

2.4 On or about July 1, 2013, the Agreement was amended to amend the scope, extend the term to June 30, 2014, and increase the Total Compensation for a “Not to Exceed” amount of \$832,930.00 for Fiscal Year 2013-14 at the rates contained in Exhibit B (“Amendment No. 3”).

2.5 On or about July 1, 2014, the Agreement was amended to amend the scope, extend the term to June 30, 2015, and increase the Total Compensation for a “Not to Exceed” amount of \$866,180.00 for Fiscal Year 2014-15 at the rates contained in Exhibit B (“Amendment No. 4”).

2.6 On or about July 1, 2015, the Agreement was amended to amend the scope, extend the term to June 30, 2016, and increase Total Compensation for a “Not to Exceed” amount of \$929,725.00 for Fiscal Year 2015-16 at the rates contained in Exhibit B (“Amendment No. 5”).

2.7 The parties desire to further amend the Agreement to amend the scope, extend the term to June 30, 2017, and increase the Total Compensation for a "Not to Exceed" amount of \$942,365.00 for Fiscal Year 2016-17 at the rates contained in Exhibit B ("Amendment No. 6").

2.7 This Amendment is authorized pursuant to Section 3.5.15 of the Agreement.

3. TERMS.

3.1 Section 3.1.1 Exhibit A of the Agreement and any prior Amendment is replaced with Exhibit A attached hereto.

3.2 Section 3.1.2 of the Agreement is amended to extend the term for a period of one year, until June 30, 2017.

3.3 Section 3.3.1 of the Agreement is amended to provide that Total Compensation for shall not exceed \$942,365.00 for the 2016-17 fiscal year. Exhibit B of the Agreement and any prior Amendment is replaced with Exhibit B attached hereto.

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. 6.

Signature Page for Amendment No. 6 to Professional Services Agreement between
the Western Riverside County Regional Conservation Authority and Santa Ana Watershed
Association

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 _____
Charles V. Landry
Executive Director

By _____
Hugh Wood
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

EXHIBIT A

Scope of Work (Fiscal Year 2016-17)

1. SAWA agrees to provide the RCA with the services of technical and non-technical staff (e.g., GIS analyst, data manager, field biologist, office manager, 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.

SAWA will provide the RCA with technical and non-technical staff, and a SAWA Supervisor for 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
- Combine surveys of multiple taxa within vegetation/habitat types to implement 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 methods

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 Analyst

- 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, 2017

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.

SAWA will provide written quarterly progress reports to the RCA Executive Director and oral reports to the RCA Board of Directors as directed by the RCA Executive Director.

EXHIBIT B Rates

Position Level	Hourly Rate	Loaded Hourly Rate*	Annual Base Salary
Monitoring Program Administrator	\$32.00 – \$38.19	\$45.70 – \$53.68	\$66,560 – \$79,435
Office Manager	\$20.00 – \$24.00	\$32.36 – \$37.39**	\$33,280 – \$39,936
Office Assistant	\$11.00 – \$15.00	\$18.64 – \$23.79**	\$22,880 – \$31,200
Technician	\$12.00 – \$14.00	\$15.47 – \$18.05	\$13,200 – \$18,560
Biologist I	\$14.00 – \$16.00	\$22.50 – \$25.08	\$29,120 – \$33,280
Biologist II	\$16.00 – \$18.00	\$25.08 – \$27.66	\$33,280 – \$37,440
Biologist III	\$18.00 – \$20.24	\$27.66 – \$30.55	\$37,440 – \$42,099
Biologist - Crew Lead I	\$18.00 – \$22.00	\$27.66 – \$32.81	\$37,440 – \$45,760
Biologist - Crew Lead II	\$22.00 – \$24.00	\$32.81 – \$35.39	\$45,760 – \$49,920
Lead Biologist I	\$24.00 – \$26.00	\$35.39 – \$37.97	\$49,920 – \$54,080
Lead Biologist II	\$26.00 – \$28.66	\$37.97 – \$41.40	\$54,080 – \$59,613
GIS Analyst I	\$24.00 – \$26.00	\$35.39 – \$37.97	\$49,920 – \$54,080
GIS Analyst II	\$26.00 – \$28.66	\$37.97 – \$41.40	\$54,080 – \$59,613
Data Manager I	\$24.00 – \$26.00	\$35.39 – \$37.97	\$49,920 – \$54,080
Data Manager II	\$26.00 – \$28.66	\$37.97 – \$41.40	\$54,080 – \$59,613

* Loaded hourly rate includes \$600/month health benefit stipend and 28.874% SAWA overhead. SAWA overhead = FICA (6.2%), Medicare (1.45%), SUI (0.874%), Worker's comp (5.35%), Retirement (6%), SAWA administrative charge (9%).

** Due to a separate Workers' Compensation classification, the Office Manager and Office Assistant's overhead is 25.6%.

AGENDA ITEM NO. 10
Attachment 6

**VAVRINEK, TRINE,
DAY AND COMPANY**

**AMENDMENT NO. 4
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE WESTERN RIVERSIDE COUNTY
REGIONAL CONSERVATION AUTHORITY AND
VAVRINEK, TRINE, DAY & COMPANY, LLP**

1. PARTIES AND DATE.

This Amendment No. 4 is entered into this 1st day of July, 2016, by and between the WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY (“RCA”) and VAVRINEK, TRINE, DAY AND COMPANY, LLP (“VTD”). The RCA and VTD are sometimes referred to individually as “Party” and collectively as “Parties.”

2. RECITALS.

2.1 On or about July 1, 2012, the Parties entered into a professional services agreement (“Agreement”) for the purpose of auditing the RCA’s financial statements for the year ended June 30, 2012, to perform a Single Audit, and to perform Agreed-upon Procedures on Member Agencies.

2.2 On or about July 1, 2013, the Parties amended the Agreement to amend the scope, extend the term to June 30, 2014, and increase the Total Compensation for a “Not to Exceed” amount of \$111,140.00, including single audit if required, for Fiscal Year 2013-14 (“Amendment No. 1”).

2.3 On or about July 1, 2014, the Parties amended the Agreement to amend the scope, extend the term to June 30, 2015, and increase the Total Compensation for a “Not to Exceed” amount of \$111,440 (“Amendment No. 2”).

2.4 On or about July 1, 2015, the Parties amended the Agreement to amend the scope, extend the term to June 30, 2016, and increase the Total Compensation for a “Not to Exceed” amount of \$114,784.00, including a single audit if required, and to perform the Fiscal Year 2015 Agreed-upon Procedures. (“Amendment No. 3”).

2.5 The parties desire to amend the Agreement to amend the scope, extend the term to June 30, 2017, and increase the Total Compensation for a “Not to Exceed” amount of \$118,228.00, including single audit if required, and to perform the Fiscal Year 2016 Agreed-upon Procedures (“Amendment No. 4”).

2.3 This Amendment is authorized pursuant to Section 3.5.14 of the Agreement.

3. TERMS.

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

Amendment No. 4
Agreement No. 12010-4
July 1, 2016

3.2 Section 3.1.2 of the Agreement is amended to extend the term for a period of one year, until June 30, 2016.

3.3 Section 3.3.1 of the Agreement is amended to provide that Total Compensation for shall not exceed \$118,228.00 for the 2016-17 fiscal year.

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. 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**

**VAVRINEK, TRINE, DAY AND
COMPANY, LLP**

By _____
Charles V. Landry
Executive Director

By _____
Kevin Pulliam
Partner

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**

A. Financial Audit and Single Audit

1. The Consultant will perform an audit of all funds of the RCA. The audit will be conducted in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards*, issued by the Comptroller of the United States. The Financial Statements will be in full compliance with GASB 34. The Consultant will render its auditors' report on the basic financial statements which will include both Government-Wide Financial Statements and Fund Financial Statements. The Consultant will also apply limited audit procedures to Management's Discussion and Analysis (MD&A) and required supplementary information.
2. If required, the Consultant will perform a Single Audit on the expenditures of federal grants in accordance with OMB Circular A-133 and render the appropriate audit reports on Internal Control over Financial Reporting based upon the audit of the RCA's financial statements in accordance with *Government Auditing Standards* and the appropriate reports on compliance with Requirements Applicable to each Major Program, Internal Control over Compliance and on the Schedule of Expenditures of Federal Awards in Accordance with OMB Circular A-133. The Single Audit report will include appropriate schedule of expenditures of federal awards, footnotes, findings and questioned costs, including reportable conditions and material weaknesses, and follow up on prior audit findings where required.
3. The Consultant shall issue a separate "management letter" that includes recommendations for improvements in internal control, accounting procedures and other significant observations, if any.
4. The Consultant may be consulted occasionally throughout the year as an information resource. The Consultant may be asked to provide guidance on implementation of new GASB and Statements on Auditing Standards requirements and specifics of Federal and State regulations as they may affect local government accounting. In addition, from time of award, if there are any new auditing standards that come out, these are to be implemented without additional fees.

EXHIBIT "A"
SCOPE OF SERVICES
(continued)

5. Time Requirements:
 - a. Audit planning, documentation of systems of internal controls and compliance and transaction testing could be completed during the interim stage. It is expected the RCA will close its books by the end of August, and be ready for final audit by the second week of September.
 - b. The completed Financial Statements shall be delivered to the Director of Administrative Services by November 10th. The Consultant firm may be required to present the Financial Statements and discuss results of the audit with the Board of Directors the first Monday of December.

6. Report preparation:
 - a. The RCA's staff and responsible management personnel will be available during the audit to assist the Consultant by providing information, documentation and explanations.
 - b. Preparation of confirmations will be the responsibility of the RCA.
 - c. The RCA's staff will prepare the lead schedules, the financial statements including: MD&A, government-wide statements, fund financial statements for all funds, accompanying notes to the financial statements, and required supplementary information.
 - d. RCA's staff will be responsible for preparing the Schedule of Federal Financial Assistance, if applicable.
 - e. The Consultant will be responsible for the final printing and binding of the financial statements. The RCA requires 30 final bound financial statements and one electronic copy of the financial statements.

B. Agreed Upon Procedures

The Consultant will provide additional professional services regarding the collection and remittance of mitigation fees and contributions for public, civic and infrastructure projects from Member Agencies for the year ended June 30, 2016. The purpose of these procedures will be to assist in determining if fees are collected and remitted in accordance with each Member Agency's *Multiple Species Habitat Conservation Plan Mitigation Fee Ordinance* (with amendments). The engagement must be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. For each of the Member Agencies listed on Exhibit "B", the Consultant will perform the following services:

1. Obtain any updates to each Member Agency's ordinance for collection of the MSHCP fees.
2. Upon obtaining the updates, determine if ordinance is in accordance with the MSHCP Implementing Agreement and Joint Powers Agreement.

EXHIBIT "A"
SCOPE OF SERVICES
(continued)

3. Determine if fees on the building permits are collected in accordance with the Member Agency ordinance.
4. Obtain the schedule of fees collected on the building permits for the year ended June 30, 2016.
5. Obtain a listing of building permits issued during the year ended June 30, 2016. Identify the new construction and commercial permits. Select for testing 10% of new construction or commercial building permits issued, selecting no less than 25 permits or 100% if total permits issued for new construction or commercial is less than 25.
6. Recalculate the fees collected by the Member Agency on building permits to determine if they are correct and if the correct amounts have been remitted to the RCA. If fees are incorrect, determine the fees that should have been collected and remitted.
7. Determine if fees collected on building permits were remitted on a timely basis to the RCA.
8. Determine additional amounts, if any, which should be returned to the Member Agency for building permits.
9. If amounts are due to the RCA on building permits, calculate interest owed, based on the RCA's Resolution No. 07-04 adopted on September 10, 2007, using the interest rate paid by Riverside County Treasury on amounts held by the County.
10. Obtain a list of all construction contracts awarded by the Member Agency during the fiscal year.
11. Select a sample of 10% of the contracts for testing, selecting no less than three contracts, or 100% of contracts if the total number of contracts is less than three.
12. Compute the amount of MSHCP contributions on the construction contracts that should have been remitted.
13. Determine if the MSHCP contributions on the construction contracts were remitted to the RCA within 90 days of contract award.
14. Determine additional amounts on construction contracts, if any, which should be remitted to the RCA or returned to the Member Agency.
15. If additional amounts are due to the RCA on construction contracts, calculate interest owed, using the interest rate paid by Riverside County Treasury on amounts held by the County.

EXHIBIT "A"
SCOPE OF SERVICES
(continued)

Report Preparation:

The Consultant will submit a report for each Member Agency listing the procedures performed and findings, if any. The Consultant will be responsible for preparation, editing and printing of all agreed-upon procedure reports. The Consultant will work closely with the RCA's staff on issues identified during the course of the engagement. Drafts of the reports will be issued to the RCA and the applicable Member Agency. Five copies and one pdf of final agreed-upon reports are to be issued to the RCA by May 31, 2017 for fiscal year ended June 30, 2016 for each Member Agency. If circumstances outside the control of the Consultant or the RCA arise and the deadline cannot be met, both parties agree to communicate the circumstances and develop an action plan. At the discretion of the RCA, agreed upon procedure services may be scheduled less frequent than annually.

C. Working Papers Retention

Retain audit working papers for seven (7) years, unless the firm is notified in writing by the RCA of the need to extend the retention period. In addition, the Consultant shall respond to reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

D. Irregularities and Illegal Acts

Consultant shall be required to make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the following parties: Executive Director and RCA Board of Directors.

EXHIBIT "B"

LIST OF MEMBER AGENCIES SUBJECT TO AGREED UPON PROCEDURES

City of Banning

City of Beaumont

City of Calimesa

City of Canyon Lake

City of Corona

City of Eastvale

City of Hemet

City of Jurupa Valley

City of Lake Elsinore

City of Menifee

City of Moreno Valley

City of Murrieta

City of Norco

City of Perris

City of Riverside

City of San Jacinto

City of Temecula

City of Wildomar

County of Riverside:

Economic Development Agency

Flood Control & Water Conservation District

Regional Parks and Open-Space District

Transportation, Land & Management Agency

EXHIBIT "C"

MAXIMUM FEE					
<u>Audit Service</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
Financial Statements	\$ 12,290	\$ 12,290	\$ 12,290	\$ 12,659	\$ 13,039
Single Audit - One Major Program – if required	2,620	2,620	2,620	2,699	2,780
Single Audit - Additional Major Program – if required	2,620	2,620	2,620	2,699	2,780
Agreed Upon Procedures	<u>93,910</u>	<u>93,910</u>	<u>93,910</u>	<u>96,727</u>	<u>99,629</u>
Total for Fiscal Year (not-to-exceed)	<u>\$111,440</u>	<u>\$111,440</u>	<u>\$111,440</u>	<u>\$114,784</u>	<u>\$118,228</u>

QUOTED HOURLY RATES OF THE FIRM'S EMPLOYEES					
<u>Staff</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
Partner	\$ 200	\$ 200	\$ 200	\$ 205	\$ 210
Manager	185	185	185	190	195
Supervisor	165	165	165	170	175
Senior	125	125	125	130	135
Staff	90	90	90	100	105
Paraprofessional	65	65	65	70	70

AGENDA ITEM NO. 10
Attachment 7

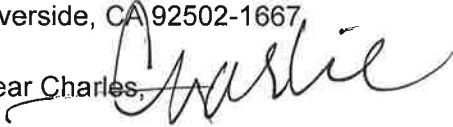
DOUG WHEELER

April 1, 2016

VIA E-MAIL AND FEDERAL EXPRESS

Mr. Charles Landry
Executive Director
Western Riverside County Regional Conservation Authority
3403 Tenth Street, Suite 320
P.O. Box 1667
Riverside, CA 92502-1667

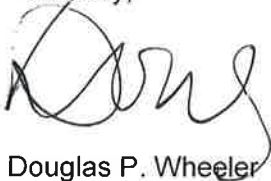
Dear Charles,


We are pleased that Western Riverside County Regional Conservation Authority (the "Company") has engaged Hogan Lovells US LLP to continue its representation of the Company in fiscal year 2017, on federal matters of interest to the Authority, including enactment of legislation to authorize a federal loan guarantee program for land acquisition to implement HCPs.

This letter and the accompanying General Terms of Representation are intended to document our retention, as required by applicable Rules of Professional Conduct. We will mail our monthly statements to you unless the Company advises us that the statements should be sent to someone else or that it would prefer to receive monthly statements by e-mail. We propose an all-inclusive monthly retainer of \$12,500 and a total annual cost not to exceed \$150,000, and no reimbursable expenses.

We greatly appreciate the opportunity to work with you on this matter and to continue an advantageous relationship with you and the Authority. Please sign and return this letter to us at your earliest convenience.

Sincerely,



Douglas P. Wheeler

Partner
douglas.wheeler@hoganlovells.com
D +1 202 637 5556

Enclosures

AGREED AND APPROVED

Western Riverside County Regional Conservation Authority

By _____
Name _____
Title _____
Date _____

APPROVED AS TO FORM:

By:  _____
Best Best & Krieger LLP
RCA General Counsel

GENERAL TERMS OF REPRESENTATION

Hogan Lovells US LLP (the "Firm") provides legal services in connection with the matter referred to in our letter of April 1, 2016 (the "Transmittal Letter") on the basis described in that letter and on the following terms and conditions:

1. Hogan Lovells

a) Hogan Lovells refers to an international legal practice comprising Hogan Lovells US LLP, Hogan Lovells International LLP and their affiliated businesses, each of which is a separate legal entity. Hogan Lovells US LLP is a limited liability partnership registered in the District of Columbia. Hogan Lovells International LLP is a limited liability partnership registered in England and Wales with registered number OC323639. Most of Hogan Lovells' offices are offices of Hogan Lovells US LLP and Hogan Lovells International LLP. However, in some jurisdictions, Hogan Lovells practices through a local entity which is, or is an office of, an affiliate of Hogan Lovells US LLP or Hogan Lovells International LLP. Information about Hogan Lovells' offices and affiliates can be found on <http://www.hoganlovells.com>.

b) Pursuant to these Terms of Representation, the full resources of Hogan Lovells will be made available to you to the extent necessary to handle appropriately the matter for which you have engaged us. If Hogan Lovells International LLP or any Hogan Lovells affiliate carries out any work for you in relation to the matter, they will do so as a subcontractor of Hogan Lovells US LLP, and absent any other agreement, this engagement shall establish the terms under which they will perform any such work. Under this arrangement, Hogan Lovells US LLP will be the sole contracting party with you and will alone be responsible to you for the work performed under the engagement, including for the work performed under the engagement by Hogan Lovells International LLP or any of its affiliates.

c) The word "partner" is used or refers to a partner of the Hogan Lovells US LLP, or to a member of Hogan Lovells International LLP, or an employee or consultant with equivalent standing and qualifications, and to a partner, member, employee or consultant in any of their affiliated businesses who has equivalent standing.

2. Staffing

We expect Douglas P. Wheeler to work on this matter, with the assistance of others as may be appropriate.

3. Basis of the Firm's Charges

We will provide our services for one year beginning on July 1, 2016 on the basis of a monthly fee of \$12,500 and a total cost not to exceed \$150,000, and no reimbursable expenses.

As is customary for firms like ours, we may, at the conclusion of the matter and in consultation with the Company, seek an upward adjustment in our fees based on a number of factors, including (a) hours at standard valuation; (b) complexity of the matter and required special

skills, experience and resources; (c) time-sensitivity and constraints; (d) size and importance of the matter; (e) level of required staffing and implications on other matters; (f) the level of fees customarily charged by comparable firms; (g) time-saving use of resources; and (h) other factors that are relevant under the circumstances. Thus, with your consent, our fees may be somewhat higher than our standard hourly rates.

To the extent that our engagement entails your payment to us of a fixed fee for any services, we understand that you consent to the Firm's depositing this fee in the Firm's operating account rather than in a trust account, recognizing that in so doing the Firm will be free to make immediate use of the fee (whereas placement of the fee in a trust account could limit the Firm's use of the fee).

4. Retainer

We will waive our standard practice and not require a retainer for this matter. We reserve the right, however, to require a retainer in the future if payments are not timely made or in other appropriate circumstances.

5. Payment of Fees and Other Charges

We will bill you monthly for legal services in the total amount of \$12,500 and will not bill you for other charges. Payment will be due within 30 days of the date of our statement. We may charge interest on amounts which are overdue for more than 30 days, with interest to be calculated [at the prime rate as quoted by Barclays Bank]. If bills are not paid on a timely basis, the Firm has the right to cease work and withdraw from the representation to the extent permitted by applicable Rules of Professional Conduct. If collection efforts are required, the Firm shall be entitled to recover from the Company all costs and fees, including reasonable attorneys' and collection agencies' fees and other charges, incurred in connection with such collection efforts. If major third-party charges are incurred in connection with the representation, such as printing bills, filing fees, court reporting fees, and expert witness fees, our normal practice is to forward such statements directly to you for payment. Our fees are determined net of any withholdings, deductions or payments that you or we may be required to make in respect of any taxes or duties, including, without limitation, taxes in the nature of "value added taxes," sales taxes, or taxes imposed upon gross receipts that we might be required to pay (but excluding taxes payable by us with respect to our net income by reason of our having an office in the jurisdiction imposing the tax). If you or we are required by law to withhold, deduct or pay taxes or other amounts (other than taxes on our net income described in the parenthetical in the preceding sentence), then the amount of each bill shall be treated as increased to the extent necessary that, after any withholding, deduction or payment, we receive and retain a net sum equal to the amount of the bill.

6. Termination of Agreement

RCA may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least 30 days before the effective date of such termination. Upon termination, Consultant's compensation shall be prorated based upon the effective date of such termination.

7. Conflicts and Confidential Information

Hogan Lovells has a large international legal practice with multiple offices around the world. Because of Hogan Lovells' size and geographic scope, as well as the breadth and diversity of its practice, other present or future clients of Hogan Lovells inevitably will have contacts with you. Accordingly, to prevent any future misunderstanding and to preserve the Firm's ability to represent you and its other clients, you and we agree as follows with respect to certain conflicts of interest issues:

- a) Unless we have your specific agreement that we may do so, neither we nor the other Hogan Lovells entities will represent another client in a matter which is substantially related to a matter in which we represent you and in which the other client is adverse to you. We understand the term "matter" to refer to transactions, negotiations, proceedings or other representations involving specific parties.
- b) In the absence of a conflict as described in subparagraph (a) above, you acknowledge that we and the other Hogan Lovells entities will be free to represent any other client either generally or in any matter in which you may have an interest.
- c) The effect of subparagraph (b) above is that we and the other Hogan Lovells entities may represent another client on any issue or matter in which you might have an interest, including, but not limited to:
 - (i) Agreements; licenses; mergers and acquisitions; joint ventures; loans and financings; securities offerings; bankruptcy, receivership or insolvency (including, without limitation, representation of a debtor, secured creditor, unsecured creditor, potential or actual acquirer, contract party or other party-in-interest in a case under the federal bankruptcy code or state insolvency laws or in a non-judicial debt restructuring, in which you are a debtor, creditor, contract party, potential or actual acquirer or other party-in-interest); patents, copyrights, trademarks, trade secrets or other intellectual property; real estate; government contracts; the protection of rights; representation before regulatory authorities as to these matters and others;
 - (ii) Representation of the Debtor or other party in a Chapter 11 case under the Federal Bankruptcy Code in which you are a creditor, debtor or otherwise have an interest in the case;
 - (iii) Representation and advocacy with respect to legislative issues, policy issues, or regulatory issues, including rulemakings, administrative proceedings and enforcement proceedings; and

- (iv) Litigation matters brought by or against you as long as such matters are not the same as or substantially related to matters in which we are, or have been, representing you.

If at a later time you withdraw or modify this advance waiver in any material respect, you agree that at such time we shall have the right to withdraw from our representation of you pursuant to this agreement.

- d) We do not view this advance consent to permit unauthorized disclosure or use of any client confidences. Under applicable Rules of Professional Conduct, we are obligated to and shall preserve the confidentiality of any confidential information you provide to us. In this connection, we may obtain nonpublic personal information about you in the course of our representation. We restrict access to your nonpublic personal information to Firm personnel who need to know that information in connection with our representation and, as appropriate, third parties assisting in that representation. We maintain appropriate physical, electronic, and procedural safeguards to protect your nonpublic personal information. We do not disclose nonpublic personal information about our clients or former clients to anyone, except as permitted by law and applicable Rules of Professional Conduct.
- e) We will not disclose to you or use on your behalf any documents or information with respect to which we owe a duty of confidentiality to another client or person.
- f) The fact that we may have your documents and/or information, which may be relevant to another matter in which we or the other Hogan Lovells entities are representing another client, will not prevent us or the other Hogan Lovells entities from representing that other client in that matter without any further consent from you.
- g) Our professional obligations require us to perform a conflicts check and not to commence work on a matter if we find conflicts of interest that would preclude us from doing so. Our professional obligations to you and to our other clients will require us to run a new conflicts check if there is any change in the parties to the matter or any material change in its nature. We must also run a new conflicts check before undertaking any new matters for you.
- h) The lawyers practicing in Hogan Lovells' offices in various jurisdictions are governed by rules of professional conduct and conflicts of interest that are prescribed by the proper authorities in each jurisdiction. Although the rules of the various jurisdictions are often similar, they are not identical. Only the rules in force in the specific jurisdictions in which the Hogan Lovells' lawyers representing you are practicing apply to those lawyers, subject to any permitted modifications of those rules reflected in these Terms of Representation.

- i) From time to time, Hogan Lovells includes client identities in marketing materials. These materials may include: print and online descriptions of Hogan Lovells' services, brochures, presentations to other clients, industry surveys and rankings, transactions lists in professional publications, recruiting material, and media outreach. You give your permission for Hogan Lovells to use your name and a brief description of the work we do for you in these materials, provided that no confidential information about you or the Firm's work for you is revealed.

8. Client Identification

You agree that the person or entity identified as engaging us in the Transmittal Letter is our client for the specific matters on which we are engaged, and that we shall not be deemed to represent any of its parents, subsidiaries or other affiliates unless we expressly agree in writing to do so. Further, our representation of a corporation, partnership, joint venture, or other entity does not include a representation of the individuals or entities that are shareholders, officers, directors, partners, joint venturers, employees or members of such entities or their interests in such entities. There is no attorney-client relationship between the Firm and any such related person or entity. The attorney-client privilege is solely between the client and the Firm. Any proposed expansion of the representation to include any such related persons or entities shall be subject to and contingent upon execution of an engagement letter directly with those persons or entities.

9. Disclosure Issues

a. Lobbying Disclosure Act of 1995

Please note that, under certain circumstances, lawyers who lobby officials of the executive or legislative branches or federal agencies must publicly disclose such activities under the Lobbying Disclosure Act of 1995. If our activities on your behalf trigger the Act's registration and reporting requirements, we will have to file reports, which will be made available to the public, disclosing our representation of you, the general nature of our "lobbying" activities on your behalf, and the Firm's income from such activities. We will bill you for any time spent complying with the Act's requirements in connection with matters handled for you.

b. Foreign Agents Registration Act

Under certain circumstances, lawyers who represent non-U.S. clients with respect to certain matters, including political activities, public relations, and advocacy before any agency or official of the U.S. government, must publicly disclose such activities under the Foreign Agents Registration Act. If our activities on your behalf trigger the Act's registration and reporting requirements, we will have to file reports, which will be made available to the public, disclosing our representation of you, the general nature of our activities on your behalf, and the Firm's income from such activities. We will bill you for any time spent complying with the Act's requirements in connection with matters handled for you.

c. Tax Shelter Regulations

Internal Revenue Service ("IRS") regulations require certain "material advisors" who make "tax statements" in the course of their work to maintain lists containing specified information and to disclose such information to the IRS upon request. The lists generally identify participants in a transaction, describe their anticipated tax benefits, and must include certain supporting documentation. Although targeted at "potentially abusive tax shelters," these regulations encompass "any transaction that has the potential for tax avoidance or evasion." Many of the commercial and other matters that we handle involve incidental tax issues that may bring them within this definition, even if we are not acting as our client's tax adviser with respect to the matter. If our activities on your behalf trigger these record keeping or disclosure obligations, we will be required to comply with the applicable law. We will bill you for any time spent doing so in connection with any matters that we handle for you. If you have any questions about these regulations, you should consult with your regular tax adviser or with one of our tax attorneys.

d. Compliance with Audit Requests, Subpoenas, Legal Process and Other Requests or Demands for Information

From time to time we may be required to respond to other requests for information or documents about you or our work for you. Such requests may come from you or your auditors. They may also come from third parties through a subpoena or other legal process to which we are required to respond. We will bill you for any time spent or costs incurred responding to such requests or demands in connection with any matters we handle for you. In the event the Firm considers it necessary to engage counsel in connection with any such third party inquiries, those expenses will be reimbursable costs under this engagement. The Firm will consult with you before engaging counsel.

10. Scope of Services

Our acceptance of this engagement does not involve an undertaking to represent you or your interests in any matter other than that which is described in the Transmittal Letter. In particular, unless specifically made a part of this engagement, our engagement does not include responsibility for review of insurance policies to determine the possibility of coverage for any claims that have been or might be asserted in a matter in which we are representing you, for notification of insurance carriers about such matters, or for advice about disclosure obligations concerning the matter under the federal securities laws or any other applicable law. Consultant will provide written quarterly reports to the RCA Executive Director and oral reports to the RCA Board of Directors as directed by the RCA Board of Directors.

11. Client Files; Retention

During the course of this engagement, we shall maintain certain documents, both hard-copy and electronic, which pertain to the engagement and which in our judgment should be so maintained (the "Client File"). The Client File shall be your property. If you wish any documents we maintain in the Client File to be returned to you, we shall do so upon your request, although we shall be entitled to make copies of any such documents at our expense. Further, any expenses we incur in returning the Client File to you (other than costs incurred in making copies for ourselves) shall be billed to and paid by you, including without limitation any costs incurred in converting electronic

documents to hard copy documents if you request such conversion. If you do not request return of the Client File, we shall maintain the documents in it for a period of seven (7) years from their creation, and thereafter may destroy the subject documents without further communication with you.

12. Arbitration of Disputes

The parties agree to final binding arbitration regarding any disputes or claims of any type or nature with respect to services rendered pursuant to this engagement letter, including, without limitation, disputes or claims related to legal fees for such services. The parties recognize that, by agreeing to arbitration, they will be waiving any right to a jury trial and the extensive discovery rights typically permitted in judicial proceedings. Unless otherwise agreed to by the parties or required by applicable jurisdictional requirements, the UNCITRAL Arbitration Rules shall govern the arbitration, the American Arbitration Association shall be the appointing authority, and the number of arbitrators shall be one.

13. Application of these Terms

The Transmittal Letter, this statement of general terms of representation, and the accompanying schedule of other charges will govern our relationship with you upon our retention even if you do not sign and return a copy of the Transmittal Letter. In the event that we agree to undertake additional matters, any such additional representations will be governed by the terms and conditions of this agreement unless we mutually agree otherwise in writing. Our representation will be deemed concluded at the time that we have rendered our final bill for services on this and any other matter undertaken for you. If you disagree with any of these terms and conditions, please advise us immediately by return correspondence so that we can resolve any differences at the outset of this engagement and proceed with a clear, complete, and consistent understanding of our relationship. This letter agreement supersedes any prior agreement with you with respect to our engagement to provide professional services to you, with the exception of any consent or waiver that you previously provided in relation to other engagements of the Firm. The terms and conditions of this letter may be modified or amended only by written agreement signed by the Firm and by you or another authorized representative of the client, and neither party may bind the other party by unilateral submission of additional or different terms and conditions absent written consent to such terms and conditions by the other party.

Background.

Since adoption of its path-breaking Multiple Species Habitat Conservation Plan (MSHCP) in 2004, the Authority and its staff have worked diligently to implement the Plan, perhaps the most ambitious of its kind in the Nation. Owing to this leadership, and despite a sometimes difficult economic environment, the Plan has served—as intended—to guide conservation and infrastructure development across a 1.26 million-acre swath of western Riverside County. The development of much-needed infrastructure continues apace, with a \$2 billion investment in more than 25 projects, employing 30,000 skilled and semi-skilled workers. At the same time, the Authority has acquired for permanent protection more than 50,000 acres of essential habitat, towards its ultimate goal of 153,000 acres. Due to this progress, environmental litigation is rarely an impediment to progress in Riverside County, and permit streamlining is a reality. By any measure, the MSHCP is among the most successful in the United States.

Challenges.

Despite this early success, effective implementation of the MSHCP over the 75-year life of its Incidental Take Permit will continue to require perseverance, foresight and innovation by its Board, staff and consultants. No challenge is more daunting than the high cost of habitat acquisition. Although the Implementation Agreement assumes that this cost will be shared in equal parts by the County, state and federal governments, and the private sector, the cost of Plan implementation has so far has been borne largely by Riverside County and the Authority. The lack of readily-available funds for habitat acquisition became especially acute during the recent Recession, when reduced real estate values would have allowed the Authority to purchase habitat acreage at lower cost than had been projected. In order to ameliorate this lack of affordable financing, the Authority won bipartisan support from its Congressional delegation, notably including Senator Feinstein and Representative Calvert, for legislation to authorize a new program of federally-supported loans and loan guarantees. Authorizing legislation was introduced in the 112th Congress, but it failed to see enactment at a time of increased gridlock and polarization. Instead, the Authority won adoption of a provision in the new WIFIA (Water Infrastructure and Finance Innovation Act of 2014) that authorizes subsidized loans for habitat acquisition in conjunction with otherwise eligible water infrastructure projects.

In his budget proposal for FY 2017, President Obama provides \$25 million to the Environmental Protection Agency for initiation of a highly-leveraged loan portfolio. While rules are being written for program implementation, the Authority has an opportunity to share its experience with conservation finance, and to influence the structure of this new financing mechanism. During Congressional consideration in 2015 of comprehensive transportation legislation, the Authority sought a parallel amendment of the TIFIA program to authorize loans for habitat acquisition. The Authority's proposal was adopted by the Senate and endorsed by the Administration, but was not included in the DRIVE Act as finally adopted by the conference committee. Although opinions vary, it is thought that House members objected to its inclusion because of concern that scarce resources would be diverted from previously-authorized uses of TIFIA funds. At the suggestion of committee staff, however, the Authority's consultants will again seek support to amend TIFIA as Congress reauthorizes the WRDA (Water Resources Development Act). The Authority will also continue to pursue the enactment of "stand-alone" legislation, so that low-cost financing would be available whenever needed for habitat acquisition under the MSHCP.

The Authority will also continue to seek ample appropriations for the so-called “section 6” grant program, administered by the U.S. Fish and Wildlife Service, and explore other possibilities for federal funding assistance, including establishment of a new National Wildlife Refuge on designated lands within the Plan Area.

Scope of Work.

As the Authority’s principal representative in Washington, Doug Wheeler will represent its interests in frequent interaction with the Executive branch, including the Department of the Interior and its U.S. Fish and Wildlife Service, the Office of Management and Budget, the Environmental Protection Agency and the Council on Environmental Quality; and the Legislative branch. On Capitol Hill, Wheeler interacts frequently with Members and staff of the California delegation, especially the offices of Senators Feinstein and Boxer and Representative Calvert. These Members are critical to the success of the Authority’s legislative agenda, including the authorization of new and amended programs and the appropriation of funds which are essential to support of the Authority’s initiatives. As noted, specific objectives in 2016-2017 are (1) preparation of regulations by EPA to implement the new WIFIA program; (2) enactment as part of WRDA reauthorization of an amendment to TIFIA which authorizes loans and loan guarantees for habitat acquisition; (3) introduction and enactment of “stand alone” legislation to authorize a new, more comprehensive program of loans and loan guarantees for habitat acquisition; (4) representation of the Authority’s interests in the national coalition of HCP sponsors, including interaction with other plan sponsors and allied non-governmental organizations, and (5) participation in preparation of recommendations for state-based ESA initiatives, to be considered by the Western Governors Association at its annual meeting in June.

Owing to long experience in the public, private and non-profit sectors with matters pertaining to the Endangered Species Act and resource management generally, Wheeler is a well-recognized and credible spokesman on issues of concern to the Authority. He serves on the boards of non-profit organizations with interests in these areas, including Duke’s Nicholas Institute for Environmental Policy Solutions, Stanford’s Woods Institute on the Environment; the Conservation Lands Foundation, and the Chesapeake Conservancy. His clients—in addition to the Authority—include public, private and non-profit organizations which share the Authority’s commitment to innovative strategies by which to balance economic development with environmental protection.

As a partner in the Washington office of a global law firm, with 2,500 lawyers in more than 40 offices worldwide, Wheeler has access to expertise in virtually every legal specialty. When needed, he has access to this expertise in addressing issues of concern to the Authority which may lie outside of his areas of expertise, assuring prompt attention and professional service in any event. After 47 years as a practitioner in his field—in the public, private and non-profit sectors—Wheeler brings to his work for the Authority an unparalleled record of service and achievement.

Engagement.

Hogan Lovells US LLP proposes to represent the Authority through its partner, Doug Wheeler, and other attorneys as needed, in its various practice groups. Its monthly fee for this engagement will remain unchanged for 2016-2017 at \$12,500, inclusive of expenses.

AGENDA ITEM NO. 11

BIOLOGICAL MONITORING PROGRAM WORK PLAN AND COST ESTIMATE FOR FISCAL YEAR 2016-17

Regional Conservation Authority

**BIOLOGICAL MONITORING PROGRAM WORK PLAN AND
COST ESTIMATE FOR FISCAL YEAR 2016-17**

Staff Contact:

**Laurie Correa,
Director of Reserve
Management & Monitoring
(951) 955-8805**

Background:

A requirement and key component of the Multiple Species Habitat Conservation Plan (MSHCP) is the Biological Monitoring Program which collects data on the MSHCP's 146 Covered Species and their associated habitats. Monitoring results are used to assess the MSHCP's effectiveness at meeting conservation objectives and to provide information to the Management team described in Section 5.0 of the MSHCP. The California Department of Fish and Wildlife (CDFW) provided staff and other support until June 30, 2012. Since that time the, RCA has provided all Monitoring Program funding with the exception of one full time staff position and a vehicle.

The MSHCP requires the Monitoring Program Administrator to submit an annual Work Plan and Cost Estimate for implementation of the Monitoring Program. The Fiscal Year 2016-17 Work Plan describes the monitoring activities planned, schedule for field work, and estimate of cost for personnel and operations. The Work Plan and budget must be approved by the RCA Board and becomes part of the annual RCA budget. The Biological Monitoring Program staff is provided by the Santa Ana Watershed Association, a non-profit association made up of four inland area Resource Conservation Districts. For Fiscal Year 2016-17, SAWA proposes to increase the benefit allowance by \$100 a month for Monitoring Program staff to be consistent with all other SAWA staff resulting in a budget increase of approximately \$12,640. Expenses are proposed to increase by approximately \$1,879 in field equipment for the purchase of a weather station and slightly higher computer support costs. The total budget increase requested is \$14,519. The MSHCP estimated the Biological Monitoring Program budget in Year 13 would be \$1.4 million.


Agenda Item 11 Staff Report

Page 2

May 2, 2015

Staff Recommendation:

That the RCA Board of Directors approve the Biological Monitoring Program Work Plan and Cost Estimate for Fiscal Year 2016-17.

FINANCIAL INFORMATION	
In Fiscal Year 2016-17 Budget: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Cost: \$ 1,086,334 Annual Cost: \$ N/A
Source of Funds: Tipping Fees, Rents, Participating Special Entity Revenue, Flood Control Contributions, Other Miscellaneous Revenue	Budget Adjustment: N/A From To
Approved by: 	Date: April 27, 2016

Attachment:

Western Riverside County MSHCP Biological Monitoring Program FY 2016-17 Work Plan and Cost Estimate

AGENDA ITEM NO. 11
Attachment

WESTERN RIVERSIDE
COUNTY MSHCP
BIOLOGICAL MONITORING
PROGRAM FY 2016-17
WORK PLAN AND
COST ESTIMATE

**WESTERN RIVERSIDE COUNTY MSHCP
BIOLOGICAL MONITORING PROGRAM
FY 2016-17 WORK PLAN AND COST ESTIMATE**

1.0 INTRODUCTION

The overall goal of the Biological Monitoring Program (Monitoring Program) is to collect data on the 146 Covered Species and associated habitats for the purpose of assessing the MSHCP's effectiveness at meeting conservation objectives and to provide information for adaptive management. The activities described in this work plan for Fiscal Year 2016-17 continue the activities commenced in the previous fiscal year and follow the framework outlined in section 5.3 of the MSHCP. Fiscal Year 2016-17 continues a significant transition period for the Monitoring Program as it shifts into the Long-term Monitoring Phase.

2.0 RESPONSIBILITIES

Monitoring Program activities are implemented within the MSHCP Conservation Area on lands that are owned and managed by the various MSHCP participants. The Western Riverside County Regional Conservation Authority (RCA) has primary responsibility for funding the Biological Monitoring Program. To ensure consistency in monitoring efforts throughout the Conservation Area, the Monitoring Program is overseen and implemented by a Monitoring Program Administrator selected by the RCA. The duties and responsibilities of the Monitoring Program Administrator are described in Volume 1, Section 6.6.6 of the MSHCP.

As per the MSHCP, the California Department of Fish and Wildlife (CDFW, formerly Department of Fish and Game) was to be the Monitoring Program Administrator for the first eight years of the permit (June 2004 – June 2012). In 2007 the CDFW received a federal State Wildlife Grant to support its role as the Monitoring Program Administrator and develop a long-term monitoring strategy. The grant expired in June 2012 with the primary deliverable being the long-term monitoring strategy document briefly described below. CDFW continues to provide resources to support the Monitoring Program in the form of one dedicated Monitoring staff member and vehicles. These resources are expected to continue moving forward.

The Monitoring Program Administrator works closely with the RCA to develop and implement the annual work plan and budget. The annual work plan is carried out by the Monitoring Program Administrator using staff contracted by the RCA through the Santa Ana Watershed Association (SAWA) and CDFW staff.

3.0 IMPLEMENTATION STRATEGY

The Monitoring Program is responsible for monitoring the status and trend of the 146 Covered Species and associated vegetation communities and wildlife habitats over a 500,000 acre Conservation Area. Because there was little existing scientifically-based

data for the majority of Covered Species, the first eight years of the Monitoring Program were devoted to an Initial Inventory and Assessment Phase. The purpose of the Inventory Phase was to determine where Covered Species occur within the Conservation Area, to gather more information on their activity patterns, and to develop efficient protocols for detecting them. The development of protocols was necessary to standardize data collection, to test the reliability of survey methods, to determine feasible and useful monitoring metrics, and to provide a confidence level that unobserved species are truly absent at the survey location, rather than overlooked.

The gradual transition from Inventory Phase to Long-term Monitoring Phase has been underway since 2012. For species with short reporting requirements such as Quino checkerspot butterfly (annual) or coastal California gnatcatcher (every three years) long-term monitoring is already in place. Multiple surveys for species with short reporting requirements have been conducted, providing the initial data points for population trend assessment. For species with longer reporting requirements such as Los Angeles pocket mouse (every eight years) and with species-specific monitoring objectives requiring significant development and testing, the transition from Inventory Phase to Long-term Monitoring Phase is ongoing.

The transition into long-term monitoring involves developing monitoring metrics that are efficient to collect and robust measures of species status and population trend. The baseline monitoring objective for all Covered Species requires at least 75 percent of listed Core Areas or known locations to be documented as occupied at least once every eight years. As described in the Long-term Monitoring Strategy document developed by the Monitoring Program, monitoring protocols that provide additional information such as relative abundance of populations at occupied locations, reproductive success, or health of observed individuals will be employed whenever possible, to provide the most useful representations of species status. Monitoring Program staff have been collaborating with researchers at the University of California Riverside Center for Conservation Biology to develop conceptual models of Covered Species and their habitats that can help identify key population drivers and environmental stressors upon which management can act.

One of the explicit goals of the Monitoring Program is to develop efficient long-term monitoring protocols that reduce redundancies by collecting information on multiple species where possible. For example, bird species co-occurring in similar habitat (e.g., riparian vegetation) during the breeding season can be detected using the same survey protocols. There will always be some Covered Species that occur in isolated pockets within the Conservation Area or that are difficult to detect using standard survey protocols; for these species a focused survey effort will be required.

The Long-term Monitoring Strategy describes a two-level design that gives priority to assessing the status of Covered Species as stated in the species-specific conservation objectives of the Plan which emphasize the continued occupancy of MSHCP-defined Core Areas or other areas of known occurrence. For some species, the objectives require that reproduction and/or minimum densities of individuals within species Core Areas be verified. The second level extends sampling for terrestrial vertebrates to the

entire Conservation Area in a cost-efficient manner. The Long-term Monitoring Strategy document also includes chapters describing monitoring goals and objectives, sample design considerations, proper protocol development, data and information management strategies, collaboration and communication with other organizations, and describes the organizational framework of the Monitoring Program.

4.0 STAFF COMPOSITION

Monitoring Program staff work as a team to coordinate, develop, and implement required monitoring activities for the MSHCP. The Monitoring Program is composed of the following staff positions, which are filled based on availability of funding:

- Monitoring Program Administrator
- Lead Biologist(s)
- Data Manager
- GIS Analyst
- Office Manager
- Taxa Program Leads
- General Field Crew, bird specialization
- General Field Crew, mammal specialization
- General Field Crew, amphibian & reptile specialization
- General Field Crew, invertebrate specialization
- General Field Crew, plant specialization

Currently, the majority of staff are funded by the RCA through a contract with SAWA, a local non-profit agency. Monitoring Program staff hired to replace departing staff in FY 2016-17 will be hired through SAWA. One Program Lead is currently provided by the CDFW, with endowment funding from Caltrans.

5.0 SPECIFIC TASKS OF THE MONITORING PROGRAM

5.1 Administration & Coordination

Administering and coordinating the Monitoring Program requires a significant amount of effort. Sufficient staff and resources must be acquired, field work must be scheduled, land access must be coordinated with other agencies, and survey activities must take place. The Monitoring Program Administrator, Lead Biologist, and Office Manager carry out the following tasks:

- 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 and maintain 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 meeting
- Attend monthly RCA team meetings and other agency meetings
- Give requested presentations to the RCA Board
- Coordinate with Wildlife Agencies (CDFW and U.S. Fish and Wildlife Service) on survey methodology and monitoring activities
- Develop and maintain Program operations manual
- Oversee writing of annual survey reports
- Distribute Monitoring Program data as appropriate

5.2 Biological Surveys

Conducting biological surveys is the most visible part of the Monitoring Program. It is also the component that requires the most staff. Prior to collecting data, all aspects of a project must be developed. This includes identifying the purpose of the survey, choosing the data collection methods and sampling locations, selecting data analysis methods, and determining what answers the data are expected to provide. The following tasks are carried out by the Monitoring Program Administrator, Lead Biologist, GIS Analyst, Data Manager, Taxa Program Leads, and Field Crew:

- Develop field survey protocols and sampling designs
- Conduct field surveys using multi-species protocols when possible, and specific species protocols when necessary
- Conduct vegetation condition analyses

5.3 Training

The Monitoring Program is required to have a training program approved by the Wildlife Agencies to ensure consistent data collection, uniform implementation of protocols, animal handling procedures, plant specimen collection, and appropriate experience with Covered Species (Vol. 1, Sec. 7.0). The type of species training needed in any given year is dependent on the types of survey activities planned. Training is provided both by experienced Monitoring Program staff and by qualified outside entities (e.g., U.S. Geological Survey, U.S. Fish and Wildlife Service). Safety training (e.g., wilderness first aid, CPR) is provided to all incoming staff, and as often as needed to existing staff to keep American Red Cross certifications up-to-date. The following training is required of Monitoring Program staff:

- Endangered species identification and handling
- Local flora and fauna identification
- Wilderness first aid and CPR training
- Defensive driver training

5.4 Data Management & Reports

All of the data collected by the Monitoring Program must be carefully managed. Prior to field work, data forms are developed and survey locations are mapped. Field data are collected both on paper datasheets and on digital data collection devices. As data return from the field, they are entered into a database, checked for accuracy, and certified by the Data Manager. After data are certified, they are analyzed and interpreted and a report is written describing survey results. The results of each year's monitoring efforts are provided in the Annual Report submitted to the RCA. The Monitoring Program Administrator, Lead Biologist, Data Manager, and GIS Analyst support and oversee the Taxa Program Leads and Monitoring Program staff in the completion of the following tasks:

- Field form and protocol development
- GIS mapping to support surveys, analysis, and reports
- Database development and maintenance
- Data entry and quality control
- Data analysis using statistics
- Annual survey report writing
- Maintaining computer equipment and digital data collection devices

The Monitoring Program has an internal database, developed and managed by the Data Manager. Monitoring Program datasets that have been thoroughly proofed and certified complete by the Data Manager are submitted to CDFW's Biogeographic Information and Observation System (BIOS), as well as to local partnering agencies and Reserve Managers at least once per year.

6.0 MONITORING EFFORTS IN FY 2016-17

Monitoring Program activities planned for FY 2016-17 are largely based on the requirements of the MSHCP species objectives found in Volume 2 of the MSHCP. The species objectives specify time intervals for detecting and reporting on each of the Covered Species in the Conservation Area. When the species objectives do not specify a time interval, the status of the Covered Species must be reported on at least once every eight years as per General Management Measure 7 (Vol. 1 Sec. 5.0). In addition to the species objectives, survey priorities are influenced by the quantity and quality of information available for each species (little or poor information means more survey effort sooner), whether another agency is already conducting surveys (less effort required by the Monitoring Program), relative ease of gathering information (e.g., yellow warbler surveys during least Bell's vireo surveys), and priority of the species to the RCA and Wildlife Agencies (e.g., burrowing owl is a high priority species). Funding availability and extent of effort required is also considered when determining monitoring activity priority. Monitoring Program biologists help with ongoing MSHCP Management Program activities that benefit Covered Species (e.g., aquatic invasive species removal/control) to the fullest extent possible.

An overview of the monitoring efforts planned for FY 2016-17 along with a brief rationale for surveys is provided below. Detailed survey methods can be found in the survey protocols available at the Biological Monitoring Program office in Riverside, CA. The Monitoring Program's ability to complete these tasks will be dependant upon continued funding from the RCA and the amount of support provided by the CDFW.

6.1 Invertebrates

6.1.1 Quino Checkerspot Butterfly Survey

The species objectives for Quino checkerspot butterfly require annual documentation of its distribution. The Monitoring Program has surveyed for Quino checkerspot butterfly in the Conservation Area during the last 12 biological years. In FY 2016-17 survey efforts will continue to focus on monitoring locations occupied within the last five years and surveying for the species in suitable habitat close to occupied areas. Monitoring Program biologists will coordinate with Reserve Managers conducting surveys for Quino checkerspot butterfly to avoid duplication of effort.

6.1.2 Delhi Sands Flower-Loving Fly (Delhi Fly) Survey

The species objectives for Delhi fly require documenting successful reproduction by this species at all three Core Areas identified in the MSHCP every year for the first five years of the permit and then as determined to be appropriate. There is currently just one Core Area with conserved land containing suitable habitat for the species. Because Delhi fly is an endangered species with an extremely limited distribution within the Plan Area, Monitoring Program biologists have surveyed for Delhi fly within the lone accessible Core Area during the last 12 biological years.

Surveys allowing calculation of density estimates of Delhi fly within its accessible Core Area were conducted from 2005-2010. In 2011 these efforts were reduced to simply documenting successful reproduction, greatly reducing necessary resources. However, the Management Program has recently been conducting management actions to control the spread of non-native vegetation within occupied habitat, and to potentially open up more habitat at the edges of the recently occupied area. In order to properly assess the effectiveness of these actions, the more intensive study design allowing a density estimate of Delhi fly to be calculated was revisited in FY 2014-15 and FY 2015-16, and will continue in FY 2016-17.

6.1.3 Fairy Shrimp Survey

The species objectives for Santa Rosa Plateau, Riverside, and vernal pool fairy shrimp require the continued use of listed Core Areas at least once every eight years. Surveys on accessible lands within listed Core Areas for covered fairy shrimp were conducted by Monitoring Program biologists in several years during

the Inventory Phase when adequate rainfall filled pools with water. The species-specific monitoring objective has been met for Santa Rosa Plateau fairy shrimp but Riverside fairy shrimp and vernal pool fairy shrimp need to be found in additional Core Areas in order for their respective species objectives to be met. Ongoing fairy shrimp surveys may be conducted in vernal pools within necessary Core Areas if there is adequate rainfall in FY 2016-17 to create new pools in areas already surveyed, or if additional lands are acquired.

6.2 Birds

6.2.1 California Gnatcatcher Nest Searching

The species objectives for California gnatcatcher require continued use and successful reproduction within Core Areas at least once every three years. In FY 2015-16 the U.S. Fish and Wildlife Service organized a regional monitoring effort for California gnatcatcher with the goals of conducting status and trend monitoring with habitat and species threat covariates, understanding post-fire population effects, and population responses to climate change. Monitoring Program biologists participated in this larger-scope monitoring effort which also allowed for the Monitoring Program to collect data needed to meet stated MSHCP objectives. However, because the regional monitoring protocol did not include nest searching, additional surveys in spring and early summer 2017 (FY 2016-17) will be conducted as needed to document reproduction of California gnatcatcher if it is occurring. Distribution data for other covered bird species (e.g., rufous-crowned sparrow and Bell's sage sparrow) that occur in coastal sage scrub will also be collected.

6.2.2 Riparian Bird Survey and Nest Searching

The species objectives for least Bell's vireo, willow flycatcher, and yellow-billed cuckoo require continued use and successful reproduction within Core Areas once every three years. Targeted surveys for riparian birds were last conducted in the spring of 2014. Surveys in FY 2016-17 will target the above species in accessible riparian habitat within designated Core Areas. Nest searching to demonstrate successful reproduction will occur in conjunction with the riparian bird survey. Distribution and reproduction data for all other covered riparian bird species (e.g., yellow warbler, yellow-breasted chat, white-tailed kite) with longer reporting requirement intervals will also be recorded.

6.2.3 Tricolored Blackbird Survey

Due to a precipitous population decline and widespread habitat loss, the tricolored blackbird was emergency-listed as an Endangered Species by the California Fish and Game Commission in December 2014. The species objectives for tricolored blackbird require documenting the continued use and successful reproduction in at least one of five Core Areas every five years. Targeted surveys in 2015 confirmed that the objective as written is currently

minimally achieved. However, populations in Riverside County, southern California and state-wide remain near historic lows. Management actions and public outreach activities are underway to enhance breeding and foraging habitat on conserved land and to avoid take of the species on private land. Tricolored blackbirds concentrate their breeding effort at only a few sites in any given year making each colony critical and relatively easy to monitor. Surveys to document population and reproduction status at sites with tricolored blackbird in FY 2016-17 will be conducted pending staff availability in order to continue providing updated information for adaptive management.

6.2.4 Raptor Reproduction Monitoring

The species objectives for turkey vulture and golden eagle require the continued use of and successful reproduction at known nesting locations every three, and eight years, respectively. Survey efforts in FY 2016-17 will emphasize the vigilant tracking of raptor behavior while biologists are conducting other targeted survey work (e.g., California gnatcatcher and riparian bird surveys) and regularly visiting known nest locations mentioned in the MSHCP or by local birders during the nesting season. Although the listed objectives for bald eagle do not require documentation of successful nesting within the Conservation Area, biologists will track bald eagle nests along with turkey vulture and golden eagle nests, as they are discovered. Because of the hopefully more efficient but less dependable nature of data resulting from this opportunistic effort, a report or reports summarizing the current status of these species and progress towards meeting species objectives will be written when there are significant results to convey.

6.2.5 Burrowing Owl Monitoring

The species objectives for burrowing owl require the conservation of five Core Areas plus interconnecting linkages, containing a total breeding population of at least 120 owls with no fewer than five pairs in any one Core Area. Several land managers within the Conservation Area have installed artificial burrows and are managing vegetation for burrowing owl. Monitoring Program biologists will coordinate with Reserve Managers to be sure that breeding pair counts are conducted at locations known to recently support owls, or where owls have been recently actively translocated.

In FY 2016-17 continued monitoring of artificial burrows installed across the Conservation Area will be conducted three times per year as according to the Western Riverside County MSHCP Burrowing Owl Management Plan. Additional surveys to obtain an accurate count of breeding pairs of burrowing owls within Core Areas will be conducted as needed by Monitoring Program biologists in FY 2016-17 to document distribution and reproduction of burrowing owl whether at artificial or natural burrow locations. Monitoring Program biologists will coordinate with Reserve Managers to avoid duplication of effort.

6.3 Amphibians and Reptiles

6.3.1 Reptile Survey

San Bernardino mountain kingsnake, San Diego mountain kingsnake, southern rubber boa, and San Diego banded gecko have proven difficult to detect regardless of survey method. The species objectives for all four reptiles require documentation of the continued use of Core Areas at least once every eight years. Survey efforts targeting the above species in FY 2016-17 will include distributing a new type of artificial cover constructed of multiple layers of corrugated non-toxic roofing material to provide additional opportunities for species detections at survey locations. Biologists will distribute these artificial cover objects during the first survey of a given location and any subsequent searches will include checks of the cover to determine if target or non-target species are using them.

Ultimately, there may be no truly efficient means to reliably detect these species as they are highly secretive and not typically found in high numbers. Collection of incidental observations both from Monitoring Program biologists and partnering agencies will continue to be essential. Because surveys conducted to date are insufficient to determine that target species are truly absent from Core Areas where they have not been documented to occur, Monitoring Program biologists will also opportunistically search suitable habitat within Core Areas for these species when personnel are available. These targeted area searches will be significantly less labor-intensive than previous survey methods, and will also result in detections of the following Covered Species: Belding's orange-throated whiptail, coastal western whiptail, granite spiny lizard, northern red-diamond rattlesnake, San Diego horned lizard and southern sagebrush lizard.

6.3.2 Amphibian Stream Survey

After conclusion of the Inventory Phase, species objectives for arroyo toad, mountain yellow-legged frog, California red-legged frog, and coast range newt require documentation of successful breeding populations within the Conservation Area ranging from every five to every eight years. California red-legged frog may be extirpated from the Plan Area as no individuals have been observed by Monitoring Program biologists or reliably reported to the Monitoring Program since 2004. Ongoing efforts carried out by the U.S. Forest Service and U.S. Geological Survey largely account for mountain yellow-legged frog survey needs. Therefore, recent survey priority has been given to streams with appropriate habitat for arroyo toad (monitoring objective was not met during Inventory Phase) and coast range newt (monitoring objective currently met). Surveys for stream-dependent amphibians are ongoing, in conjunction with efforts carried out by the U.S. Forest Service and U.S. Geological Survey, and subject to appropriate survey conditions (i.e., adequate rainfall).

6.3.3 Western Spadefoot Survey

The species objectives for western spadefoot require maintaining successful reproduction at 75 percent of conserved breeding locations as measured once every eight years. Early Monitoring Program surveys for western spadefoot were mostly conducted as part of vernal pool monitoring also targeting covered fairy shrimp species. Surveys targeting western spadefoot in FY 2016-17 will be decoupled from fairy shrimp/vernal pool surveys to better address the species objectives for western spadefoot, which are not currently met. Surveys for western spadefoot beyond strictly vernal pool areas will be conducted in applicable Core Areas and conserved breeding locations to determine presence and breeding activity for this species if there is adequate rainfall in FY 2016-17. Isolated pools, road ruts, and creeks that do not strictly follow the definition of vernal pools will be surveyed in order to capture additional potential habitat for breeding spadefoot.

6.3.4 Western Pond Turtle Trapping

The species objectives for western pond turtle require the continued use of at least 75 percent of conserved Core Areas as measured once every three years. Surveys for western pond turtle in 2011 and 2012 confirmed that the objective was minimally met in the last reporting period. While larger populations were present in five Core Areas, just one pond turtle was captured in the San Jacinto River Core Area and no pond turtles were detected in the Chino Creek, and Temecula Creek Core Areas.

Surveys in FY 2014-15 and 2015-16 have targeted large populations at the Santa Margarita Ecological Reserve and Santa Rosa Plateau Ecological Reserve. Surveys in FY 2016-17 will expand to include the smaller populations within recently occupied Core Areas to determine the current status of the species within the Conservation Area. If land with potentially suitable habitat has been acquired or significant habitat management has occurred within previously unoccupied cores, these cores will also be resurveyed in FY 2016-17. However, the conserved areas within these cores were not appropriate for pond turtles during previous surveys so they will not be resurveyed without the above conditions.

6.4 Mammals

6.4.1 Small Mammal Trapping

The species objectives for Aguanga kangaroo rat require that 75% of the suitable habitat in the Conservation Area be occupied and that at least 20% of the occupied area have a density of 5 to 15 animals per hectare. Aguanga kangaroo rat was detected during previous small mammal trapping surveys targeting Los Angeles pocket mouse and a targeted Aguanga kangaroo rat survey effort was

last conducted in FY 2010-11. Results from these efforts confirmed that Aguanga kangaroo rat is extremely narrowly distributed within the Plan Area.

Small mammal trapping efforts targeting Aguanga kangaroo rat were initiated again in the latter part of FY 2015-16 and will continue at the beginning of FY 2016-17. These surveys will attempt to reconfirm recently occupied habitat and determine whether or not any population expansion has occurred since the FY 2010-11 trapping effort.

The species objectives for Los Angeles pocket mouse require the Monitoring Program to demonstrate that populations are stable or increasing in seven Core Areas and that at least 4,200 acres are occupied every eight years. This species objective requires distribution and population trend information and thus require more than one year's survey effort to determine whether or not this objective is being met. Small mammal trapping efforts targeting Los Angeles pocket mouse were last conducted from 2009 – 2012. Survey effort beginning in FY 2016-17 will begin after completion of Aguanga kangaroo rat-focused trapping and will concentrate on obtaining current species distribution information. It is expected that the Los Angeles pocket mouse trapping effort will also yield significant information about other covered small mammals.

6.4.2 Carnivore Surveys

Species objectives for bobcat, coyote, long-tailed weasel, and mountain lion require the conservation of contiguous-habitat blocks and the maintenance of corridors that provide an effective means for dispersal. Surveys to detect the above-listed mammals in contiguous habitat blocks, linkages, and movement corridors identified by the MSHCP have been ongoing since 2007. Surveys in the linkages will continue in FY 2016-17, primarily using motion-triggered cameras to record images of target species.

While motion-triggered cameras and incidental observations provide regular data points for bobcat, coyote, and mountain lion, previous analysis of survey techniques has shown that scent stations along transects following likely movement corridors is the most effective means to document long-tailed weasel occurrences. These surveys were last conducted in 2009 and can take more than one year to complete given the extent of the survey area. Pending staff availability, Monitoring Program biologists will conduct carnivore scent station surveys in habitat blocks and corridors particularly targeting long-tailed weasel in FY 2016-17. These surveys should additionally result in significant detections of other carnivore species. Furthermore, Monitoring Program biologists are exploring potential collaborations with other researchers using specially-trained dogs to detect rare species. Long-tailed weasel is a species with typically low densities, broad distribution area, and a life history pattern that makes it difficult for biologists to detect. However the scent left behind by long-tailed weasels should be easily identified by properly trained dogs. The cost and logistics of such a survey are being researched and any potential application will be

thoroughly field-tested before accepting results as confirmation of species presence and documentation of species objective status.

6.4.3 Brush Rabbit Surveys

Brush rabbit occurs throughout the Plan Area in suitable habitat. The species objectives for brush rabbit require the conservation of at least 18 Core Areas and interconnecting linkages. Species presence and continued use must be maintained at 75% of these areas at least once every eight years. While there are occasional reports of incidental observations of brush rabbit, Monitoring Program biologists had not conducted focused surveys for this species until FY 2014-15. Without having individuals in-hand, brush rabbit can be easily confused with desert cottontail as their ranges overlap and appearances are very similar. Thus, FY 2014-15 and FY 2015-16 survey efforts involved live-trapping for rabbits within Core Areas to determine the feasibility of this strategy for broader scale monitoring within the Plan Area. However, trap success was low, suggesting the possible need for alternate or supplementary methods of monitoring brush rabbits.

Pending staff availability, Monitoring Program biologists will continue focused trapping for brush rabbit at additional locations within Core Areas in FY 2016-17. These surveys can be conducted in the less demanding fall and winter seasons, increasing their feasibility. Biologists will also deploy rabbit traps in the vicinity of small mammal traps when practical to increase efficiency.

Two additional techniques are also being considered as possibilities to increase the variety of monitoring methods for brush rabbits. The first involves using genetic analysis of scat pellets to confirm brush rabbit presence at monitored locations and would require partnership with a research institution set up for genetic analysis. The second involves deploying the same specially-trained detection dogs as described in the Carnivore Surveys section above to detect brush rabbits. As with long-tailed weasel and any other Covered Species being considered, surveys using detection dogs will be thoroughly field-tested before accepting results as confirmation of species presence and documentation of species objective status.

6.5 Fish

6.5.1 Arroyo Chub Survey

The species objectives for arroyo chub require documenting the presence of this fish in 75 percent of its identified Core Areas in the Santa Ana and Santa Margarita watersheds. The monitoring objective for arroyo chub is not currently met. In FY 2016-17, the Monitoring Program will conduct surveys in the Santa Margarita watershed to reassess species status. In the Santa Ana watershed, the Monitoring Program will continue to coordinate with other local groups conducting native fish surveys.

6.6 Plants

6.6.1 Rare Plant Survey

There are 63 covered plant species with species objectives that require conserving and monitoring known populations within the Conservation Area. Surveys for rare plants in FY 2016-17 will continue efforts to update the current status of Covered Species on conserved lands. The focal species in any given year are dependent on weather conditions and accessibility of survey sites. Nearly all historic locations of covered plant species within the Conservation Area have been visited in previous years. Thus, rare plant monitoring efforts in FY 2016-17 will focus on conducting surveys for covered plant species at recently acquired properties, documenting required localities for species not adequately conserved, and revisiting locations previously determined to be occupied by covered plant species in a long-term monitoring context.

6.6.2 Engelmann Oak Study

The species objectives for Engelmann oak require maintaining recruitment of seedling and sapling oaks within conserved populations as measured across any consecutive five-year period. Targeted surveys for Engelmann oaks were initiated again in FY 2015-16 and reproduced prior efforts to measure current recruitment within accessible lands in the Conservation Area. The large majority of Engelmann oaks within the Plan Area are found at the Santa Rosa Plateau Ecological Reserve which was thoroughly surveyed in FY 2015-16. However, smaller populations exist at the Southwestern Riverside County Multi-Species Reserve and the Santa Margarita Ecological Reserve. These smaller populations will be visited in FY 2016-17, completing the survey effort for the current five-year period. Any other remnant individual trees at additional locations are incorporated into the general rare plant survey effort as described above to reconfirm presence at known locations.

6.6.3 Vegetation Community Monitoring

In addition to monitoring-focused conservation objectives for each Covered Species, the MSCHP requires the Monitoring Program to assess the condition of vegetation communities within the Conservation Area (Vol. 1, Sec. 5.3.2). A CDFW grant-funded update to the existing GIS-based vegetation community map was delivered in March 2015. This product will be extremely useful in comparing acreage, distribution and broad-scale vegetation condition changes in communities throughout the Plan Area.

On-the-ground vegetation community monitoring efforts targeted coastal sage scrub (CSS) and CSS-grassland and CSS-chaparral transition areas from 2008 – 2012. Documenting the status of riparian vegetation within the Conservation Area has been the focus in recent years. These surveys have concentrated on

determining a list of feasible goals, optimal methods, and achievable, useful results. RCA-managed properties that were high priorities for future restoration efforts have been primarily targeted. Pending staff availability, FY 2016-17 vegetation community monitoring efforts will continue the percent cover-based sample design with an expanded distribution of sampling locations to better represent the extent of riparian vegetation within the Conservation Area.

6.6.4 Vegetation Surveys

Vegetation surveys are conducted by trained botanists in conjunction with wildlife survey efforts as practicable and appropriate. The purpose of vegetation surveys is to describe the wildlife habitat within survey areas to gain a better understanding of potential drivers for observed species distributions.

7.0 SCHEDULE OF MONITORING EFFORTS FOR FY 2016-17

Below is a tentative calendar of when surveys are planned for FY 2016-17. The “biological year” or “survey season” does not match the fiscal year, thus the calendar represents two different survey seasons. The first half of the calendar continues many of the activities commenced in FY 2015-16.

Survey	Jul16	Aug16	Sep16	Oct16	Nov16	Dec16	Jan17	Feb17	Mar17	Apr17	May17	Jun17
Quino Checkerspot Survey												
Delhi Fly Survey												
Fairy Shrimp Survey												
California Gnatcatcher Nest Searching												
Riparian Bird Survey and Nest Searching												
Tricolored Blackbird Survey												
Raptor Reproduction Survey												
Burrowing Owl Monitoring												
Reptile Survey												
Amphibian Stream Survey												
Western Spadefoot Survey												
Western Pond Turtle Trapping												
Small Mammal Trapping												
Carnivore Surveys												
Brush Rabbit Surveys												
Arroyo Chub Survey												
Rare Plant Survey												
Engelmann Oak Study												
Vegetation Community Monitoring												

8.0 BIOLOGICAL MONITORING PROGRAM COST ESTIMATE FOR FY 2016-17

The RCA has primary responsibility for funding the Monitoring Program. However, the CDFW funds a small portion of the Monitoring Program based on the availability of the State’s budget. The proposed FY 2016-17 Biological Monitoring Program budget is similar to previous budgets submitted to and approved by the RCA Board of Directors. The majority of funding is allocated to a contract with the Santa Ana Watershed Association for staff.

ALLOCATION	COST
CDFW Funded Labor & Supplies	
Biologist	\$ 97,212
Vehicle Usage (Fuel & Maintenance)	7,200
Office Support (Internet service)	1,000
Subtotal CDFW Funded Labor & Vehicles	\$ 105,412
RCA Funded Contracts	
Santa Ana Watershed Association (staff)	\$ 940,365
Santa Ana Watershed Association (staff reimbursements)	2,000
Subtotal RCA Funded Contracts	\$ 942,365
RCA Funded Operating Expenses & Equipment	
Rent – Lease Buildings	\$ 83,781
Field Equipment & Misc. (Non-fixed Assets)	5,500
Office Supplies	4,000
Communications (Phones)	7,000
Maintenance – Computer Equipment	13,500
Computer Software (GIS License renewals)	1,188
Training	4,000
Vehicle Fuel and Maintenance	25,000
Subtotal RCA Funded O&E	\$ 143,969
Total Program Cost	\$1,191,746
Minus Total CDFW Cost	-105,412
Grand Total RCA Cost	\$1,086,334

9.0 Contact Info

The FY 2016-17 Work Plan and Cost Estimate was prepared by the Monitoring Program Administrator and was submitted to the Regional Conservation Authority for approval. For more information, contact:

Western Riverside County MSHCP
Monitoring Program Administrator
Karen Riesz
4500 Glenwood Drive, bldg C
Riverside, CA 92501
kriesz@biomonitoringrca.org

2016 RCA
Commonly Used Acronyms

ARL	Additional Reserve Lands
BUOW	Burrowing Owl
CALFIRE	California Department of Forestry and Fire Protection
CALTRANS	California Department of Transportation
CD	Consistency Determination
CDFG	California Department of Fish and Game
CDFW	California Department of Fish and Wildlife (<i>formerly CDFG</i>)
CEQA	California Environmental Quality Act
CETAP	Community and Environmental Transportation Acceptability Process
CHD	Critical Habitat Designation
CIP	Capital Improvement Program
CNLM	Center for Natural Lands Management
EMWD	Eastern Municipal Water District
EPD	Environmental Programs Department (<i>Riverside County</i>)
ERP	Expedited Review Process
FY	Fiscal Year
HANS	Habitat Evaluation and Acquisition Negotiation Strategy
HMU	Habitat Management Unit
IC	Interchange
JPR	Joint Project Review
LDMF	Local Development Mitigation Fee
MOU	Memorandum of Understanding
MSHCP	Multiple Species Habitat Conservation Plan
OHV	Off-Highway Vehicle
PCL	Proposed Constrained Linkage
PQP	Public/Quasi-Public
PSE	Participating Special Entities
RCA	Regional Conservation Authority
RCD	Resource Conservation Districts
RCRCD	Riverside-Corona Resource Conservation District
RCOE	Riverside County Office of Education
RCTC	Riverside County Transportation Commission
RCTD	Riverside County Transportation Department
RMOC	Reserve Management Oversight Committee
ROVE	Recreation Off-Highway Vehicle Enforcement
SAWA	Santa Ana Watershed Association
SB	San Bernardino
SR	State Route
SWG	State Wildlife Grant
TAC	Technical Advisory Committee
TIFIA	Transportation Infrastructure Finance and Innovation Act
TUMF	Transportation Uniform Mitigation Fee
USFWS	United States Fish and Wildlife Service
UTM Nad 83 Zone 11	Meter Coordinate System for Maps
WIFIA	Water Infrastructure Finance and Innovation Act
WA	Wildlife Agencies (<i>USFWS & CDFG</i>)
WCB	Wildlife Conservation Board
WPT	Western Pond Turtle
WRDA	Water Resources Development Act