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## **EXECUTIVE COMMITTEE**

*The Executive Committee, consisting of the RCA Board Chairman, Vice-Chairman, Past Chairman, and four members of the RCA Board, makes recommendations regarding personnel, administrative and financial matters, as well as provide guidance on a broad range of issues including target areas or types of habitats needed to remain in rough step. In addition, the Executive Committee may schedule Funding Coordination Committee workshops to discuss funding and acquisition strategy.*

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### **EXECUTIVE COMMITTEE MEETING**

**April 20, 2016, Wednesday @ 12:00 p.m.**  
**Western Riverside County Regional Conservation Authority**  
**Riverside Centre, RCA Conference Room**  
**3403 Tenth Street, Suite 320**  
**Riverside, California 92501**

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### **EXECUTIVE COMMITTEE MEMBERS**

**Eugene Montanez, Chairman**  
*City of Corona*

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

**John Tavaglione, Past Chairman**  
*County of Riverside, District 2*

**Ben Benoit**  
*City of Wildomar*

**Jonathan Ingram**  
*City of Murrieta*

**Maryann Edwards**  
*City of Temecula*

**Natasha Johnson**  
*City of Lake Elsinore*

***Charles Landry, Executive Director***



# EXECUTIVE COMMITTEE AGENDA \*

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\* Action(s) may be taken on any item listed on the agenda. Non-exempt materials related to an item on this agenda submitted to the RCA Executive Committee after distribution of the agenda packet are available for public inspection at the RCA Offices, 3403 10th Street, Suite 320, Third Floor, Riverside, California, 92501, during normal business hours. Such documents are also available on the Western Riverside County Regional Conservation Authority website at [www.wrc-rca.org](http://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.

**Wednesday, April 20, 2016  
12:00 P.M.  
Riverside Centre, RCA Conference Room  
3403 Tenth Street, Suite 320  
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 an Executive Committee 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. ROLL CALL**

**3. PUBLIC COMMENT**

At this time, members of the public can address the Executive Committee regarding any items within the subject matter jurisdiction of the RCA that are not separately listed on this agenda. Members of the public will have the 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 Executive Committee on any matter, whether or not it appears on this agenda, is requested to complete a Request to Speak form available 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 Executive Committee in writing and only pertinent points presented orally. Any written documents to be distributed or presented to the Executive Committee shall be submitted to the Clerk of the Board.

**4. COMMITTEE MEMBER ANNOUNCEMENTS**

**5. ADDITIONS/REVISIONS**

(The Committee 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 Committee subsequent to the posting of the agenda. An action adding an item to the agenda requires 2/3 vote of the Committee. If there are less than 2/3 of the Committee Members present, adding an item requires a unanimous vote. Added items will be placed for discussion at the end of the agenda.)

**6. APPROVAL OF MINUTES**

♦ RCA Executive Committee Meeting - [March 16, 2016](#)

**7. 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 Executive Committee to:

- 1) Recommend that the RCA Board of Directors receive and file the Western Riverside County MSHCP LDMF Collection and Civic/Infrastructure Contribution Report for March 2016; and
- 2) Authorize staff to agendize this matter for the May 2, 2016 meeting of the RCA Board of Directors.

**8. 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 Executive Committee to:

- 1) Recommend 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; and
- 2) Authorize staff to agendize this matter for the May 2, 2016 meeting of the RCA Board of Directors.

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

**Overview - [Staff Report](#)**

This item is for the RCA Executive Committee to:

- 1) Recommend that the RCA Board of Directors approve the Recurring Contracts for Fiscal Year 2017;
- 2) Recommend that the RCA Board of Directors authorize the RCA Executive Director, upon legal counsel review and approval, to execute said agreements on behalf of the RCA; and
- 3) Authorize staff to agendize this matter for the May 2, 2016 meeting of the RCA Board of Directors.

## **10. EXECUTIVE DIRECTOR'S REPORT**

### **10.1 Loan Program**

### **10.2 Acquisitions**

### **10.3 Lake Elsinore Alberhill Villages Initiative**

### **10.4 Discussion Concerning Fee Credit and Waiver Policy**

## **11. FUTURE AGENDA ITEMS:**

*(Committee members are invited to suggest additional items to be brought forward for discussion.)*

## **12. ADJOURNMENT**

The next meeting of the Western Riverside County Regional Conservation Authority Executive Committee will be held on Wednesday, May 18, 2016, at 12:00 p.m., at the Riverside Centre, 3403 Tenth Street, Suite 320, Third Floor Conference Room, Riverside, California, 92501.

[RCA Commonly Used Acronyms](#)

# **AGENDA ITEM NO. 6**

## **MINUTES**

**March 16, 2016**



## EXECUTIVE COMMITTEE MINUTES

[www.wrc-rca.org](http://www.wrc-rca.org)

### 1. CALL TO ORDER

The meeting of the Western Riverside County Regional Conservation Authority Executive Committee was called to order by Vice Chairman Ashley at 12:22 p.m., Wednesday, March 16, 2016, at the RCA Conference Room, 3403 Tenth Street, Suite 320, Riverside, California, 92501.

### 2. ROLL CALL – was taken by Rose Esparza, Administrative Manager.

COMMITTEE MEMBERS PRESENT	COMMITTEE MEMBERS ABSENT
Natasha Johnson - City of Lake Elsinore	Eugene Montanez, Chairman – City of Corona
Jonathan Ingram – City of Murrieta	Ben Benoit – City of Wildomar
Maryann Edwards - City of Temecula	John Tavaglione, – County of Riverside District II
Marion Ashley – County of Riverside District V	

### 3. PUBLIC COMMENTS

Vice Chairman Ashley welcomed Jonathan Ingram to the RCA Executive Committee and stated that his expertise is a great addition to the Executive Committee. Vice Chairman Ashley also called for any public comments. There were no public comments.

### 4. COMMITTEE MEMBER ANNOUNCEMENTS

Vice Chairman Ashley called for any announcements.

Board Member Johnson announced that Castle & Cooke has filed the initiative in the City of Lake Elsinore to continue on their large project. Vice Chairman Ashley suggested that since this discussion is not an item on the agenda, it should be requested that counsel give ramifications when the item is agendaized.

### 5. ADDITIONS/REVISIONS

Rose Esparza, Administrative Manager, stated that there were no additions or revisions to the agenda.

**6. APPROVAL OF MINUTES – February 17, 2016**

***M/S/C (INGRAM/EDWARDS) to approve the minutes of the February 17, 2016 meeting of the Executive Committee as submitted.***

***(4 Ayes, 0 Nays, 0 Abstain)***

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

Honey Bernas, Director of Administrative Services, presented the LDMF Collection and Civic/Infrastructure Contribution Report for February 2016. The RCA received fees in the amount of \$998,429 for 402 residential units and 44.4 commercial acres. There was one reported exemption totaling \$1,952 in the City of Lake Elsinore. Contributions were received from City of Norco for a civic/infrastructure project in the amount of \$23,760 for the Hamner Avenue Widening Storm Drain Improvement.

**M/S/C (INGRAM/JOHNSON) that the RCA Executive Committee:**

- 1) Recommend that that RCA Board of Directors receive and file the Western Riverside County MSHCP LDMF Collection and Civic/Infrastructure Contribution Report for February 2016; and**
- 2) Authorized staff to agendize this matter for the April 4, 2016 meeting of the RCA Board of Directors.**

***(4 Ayes, 0 Nays, 0 Abstain)***

**8. SIXTH DRAFT RESOLUTION NO. 2016-003, RESOLUTION OF THE BOARD OF DIRECTORS OF THE WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY REVISING IT'S FEE CREDIT AND WAIVER POLICY SUPERSEDING AND REPLACING RESOLUTION NO. 05-05.**

Honey Bernas, Director of Administrative Services, gave some historical background for the benefit of the newest Executive Committee member, Jonathan Ingram. She explained the reason behind the sixth draft before the committee and the work staff and the Executive Committee members have done to incorporate the Member Agencies input into this policy.

Board Member Ingram said it would be prudent that the Executive Director has approval authority not to exceed a certain dollar amount, and anything above that amount should be approved by the RCA Board of Directors.



The Executive Committee and staff discussed the comments received from the County of Riverside and were agreeable to the requested changes. Additions were requested to Section I.A, page 2. They also discussed Section III.A. and B. on pages 3 and 4.

**M/S/C (JOHNSON/EDWARDS) Authorizing staff to agendize this matter for the April 4, 2016 meeting of the RCA Board of Directors.**

***(4 Ayes, 0 Nays, 0 Abstain)***

**9. NON DEVELOPMENT HANS FUNDING LEVEL FOR FISCAL YEAR 2017**

Honey Bernas, Director of Administrative Services, explained that the MSHCP allows for property owners who do not intend to file a development application to submit their properties for evaluation and possible acquisition under the HANS process. The MSHCP requires that a list be established for properties that fall within this category. The Plan also provides that a separate designated fund be created to purchase properties on this priority list. Land Acquisition Policy 1.13 requires that the level of funding to be set aside for the purchase of Non-Development HANS properties be reviewed annually and set by the RCA Board of Directors. Staff recommends continuing the 3% funding level for Fiscal Year 2017. Currently there is one property on the priority list. Maintaining the 3% funding level will generate sufficient funds to finalize the acquisition during Fiscal Year 2017.

Charles Landry, Executive Director, commented that if we did not have this separate fund our acquisition funds would quickly be depleted. Regional Conservation Authority would be focused on non-development HANS, instead of our priority acquisitions where value of the land is increasing.

Honey Bernas further stated that RCA could add more to the fund if there are other properties on the list and the Board would like to acquire them.

Board Member Ingram asked if these are assets that RCA has acquired that being set aside. Honey Bernas answered in the affirmative, MSHCP fees.

**M/S/C (EDWARDS/JOHNSON) that the RCA Executive Committee:**

- 1) Recommend that that RCA Board of Directors direct staff to continue to set aside no more than three percent (3%) of Western Riverside County Multiple 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; and**
- 2) Authorized staff to agendize this matter for the April 4, 2016 meeting of the RCA Board of Directors.**

***(4 Ayes, 0 Nays, 0 Abstain)***

## 10. EXECUTIVE DIRECTOR'S REPORT

Charles Landry reported on the following items:

### 10.1 Washington D.C. Visit

Board Member Tavaglione will accompany Charlie Landry to Washington, D.C., for the annual HCP Coalition trip which place next week. The importance of these meetings is that it keeps RCA in front of the U.S. Fish and Wildlife Service, Department of Interior. They will visit the Office of Management & Budget and Capitol Hill. This visit allows RCA to discuss any items of concern. The fundamental issue is Section 6 Funding, which is the Federal Match Program for HCPs. In the last four years, RCA has received \$10.2 million in Federal funding. Those funds are then matched by the State of California, which equates to \$15-\$16 million worth of acquisitions that otherwise could not have been accomplished. The RCA has been very successful in gaining those Federal monies.

### 10.2 Section 6 Funding

In Fiscal Years 2012, 13 and 15 RCA acquired \$10.2 million. The RCA has \$1.6 million remaining of unspent funds. The 2015 funding was \$2 million, and RCA has already spent \$1.2 million, leaving \$800 thousand. The RCA is ahead in finding places to spend the remainder. The Section 6 Funding is close to being exhausted. Unless an agency is making progress on spending these funds, no additional funding will be given. RCA has been very successful in obtaining additional funding because of their efforts each year. There is only \$18 million available nationwide. The RCA has focused its priorities on the Interstate 15 corridor. Board Member Ingram asked if this is a zero balanced budget. Charles Landry answered to say that the bulk of these Section 6 dollars come out of the Land and Water Conservation Fund, which is funded by offshore petroleum leases. Congressman Calvert has kept this program alive even though some Republicans want to cut it. Most of the HCPs are in red states such as California and Texas. California is getting the bulk of funding because of the numerous endangered species.

Board Member Ingram asked if there is a cap on funding and a time limit to acquire property. Charles Landry answered that there is a \$2 million cap per year, and RCA has to show that they are able to spend those dollars. The fact that RCA has spent more than half of the 2015 grant reflects RCA's success. Several years ago, when the funding rules changed was the only time that RCA had to return the money back. Other than that, RCA has not had to return funds.

Board Member Edwards commented that RCA is the leading HCP in the country.

**10.3 Memorandum of Agreement with the City of Fontana**

Charlie Landry advised that the City of Fontana would like RCA to buy land within RCA's plan area. This will provide the city mitigation for projects. It will also be applied toward RCA's acquisition goal of 153 thousand acres. The draft agreement is completed; however, the U.S. Fish and Wildlife Service will need to be in agreement before proceeding, otherwise there is no benefit to RCA. There will be a meeting with the U.S. Fish and Wildlife Service tomorrow and staff will report back once the agency reviews.

Michelle Ouellette, General Counsel, explained how this matter came before RCA. She said that the City of Fontana has gnatcatcher, San Bernardino kangaroo rat, and Delhi Sands flower-loving fly. The city started its own habitat conservation plan to allow development to go forward. Ultimately the city did not go forward with it but were still collecting the fees which amounted close to \$1 million. The city needs to spend these funds on habitat mitigation. She further stated that as long as the Wildlife Agencies give the RCA credit, the funds will be used for specific habitats and species.

Board Member Edwards asked why there be a problem with the Wildlife Agencies giving RCA credit. Michelle Ouellette responded that it may be perceived as double-dipping in some way. The Agencies could say that RCA is getting CEQA mitigation credit and should not get Additional Reserve Lands (ARL) credit also. There are credits for different purposes. A deal can be made, especially when it is habitat types that RCA needs.

Board Member Edwards stated that it's applicable to both requirements. Michelle Ouellette responded to say that it is because CEQA analysis of the projects in Fontana are impacting those habitats and those species, so why shouldn't RCA get be able to get credit from buying the habitat on this side of the County.

Board Member Edwards said that she could understand why the Wildlife Agencies would make that case, but it is serving a dual purpose. Charles Landry said that the local Wildlife Agency staff recognizes that funding is a good thing and hopefully staff can come back next month with the MOU to move forward.

**11. FUTURE AGENDA ITEMS:** *(Committee members are invited to suggest additional items to be brought forward for future discussion.)*

Board Member Johnson requested the Castle & Cooke matter be agendized for the next Executive Committee meeting.

**CLOSED SESSION ITEMS:**

**12A. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**

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

- **Case No. RIC 1600058 A.T. Paulek; Friends of the Northern San Jacinto Valley vs. Western Riverside County Regional Conservation Authority, Coachella Valley Conservation Commission, California Department of Fish & Wildlife**

After closed session, the meeting was reconvened. There were no announcements from close session.

**16. ADJOURNMENT**

There being no more items before the Executive Committee, Vice Chairman Ashley adjourned the meeting at 12:52 p.m. The next meeting of the Western Riverside County Regional Conservation Authority Executive Committee will be held on Wednesday, April 20, 2016, at 12:00 p.m., at the Riverside Centre, 3403 Tenth Street, Suite 320, Third Floor, RCA Conference Room, Riverside, California, 92501.

Prepared by:



Rose Esparza  
Administrative Manager

Respectfully submitted:



Honey Bernas  
Clerk of the Board

# **AGENDA ITEM NO. 7**

**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**

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**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.

**Staff Recommendations:**

That the RCA Executive Committee –

- 1) Recommend 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; and
- 2) Authorize staff to agendaize this matter for the May 2, 2016 meeting of the RCA Board of Directors.

**Attachments**

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

**AGENDA ITEM NO. 7**  
**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**

<b>DEVELOPMENT FEES</b>					
<b>City/County by Month</b>	<b>REMITTED</b>			<b>EXEMPTIONS AND FEE CREDITS</b>	
	<b>Residential Permits</b>	<b>Commercial Acres</b>	<b>Amount Remitted</b>	<b>Residential Permits</b>	<b>Amount</b>
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 <sup>1</sup> Castle and Cook Alberhill Ranch LLC <sup>2</sup>				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 <sup>3</sup>	15		\$18,750	18	\$35,136
City of Wildomar January - No Activity					
County of Riverside-March Starfield Sycamore Investors <sup>4</sup>	27	6.1	\$93,057	6	\$20,799
<b>Total Cities and County</b>	<b>162</b>	<b>45.1</b>	<b>\$586,860</b>	<b>49</b>	<b>\$104,735</b>

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

**TOTAL RECEIPTS - MARCH 2016    \$    607,659**

1) Summerly Project - Development agreement dated 8/24/04. Expiration date 9/23/14. Under review.



# **AGENDA ITEM NO. 8**

**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 Plan. 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, 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 our Reserve 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 reserve 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.

Staff is requesting that the Executive Committee recommend that the RCA Board of Directors approve the Proposed FY2017 Budget and adopt Resolution No. 2016-008 adopting the Fiscal Year 2017 Operating and Capital Budget for the Western Riverside County Regional Conservation Authority.

**Staff Recommendations:**

That the RCA Executive Committee:

- 1) Recommend that the Board 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; and*
- 2) Authorize staff to agendize this matter for the May 2, 2016 meeting of the RCA Board of Directors.

**Attachments:**

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

**AGENDA ITEM NO. 8**  
**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, 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 2<sup>nd</sup> 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. 8**

## **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			
<b>REVENUES</b>						
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%
<b>TOTAL REVENUES</b>	<b>\$ 22,735,136</b>	<b>\$ 27,566,000</b>	<b>\$ 26,872,409</b>	<b>\$ 27,788,140</b>	<b>\$ 222,140</b>	<b>1%</b>
<b>APPROPRIATIONS</b>						
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%
<b>Total Salaries and Benefits</b>	<b>1,870,595</b>	<b>1,981,000</b>	<b>1,934,178</b>	<b>2,262,800</b>	<b>281,800</b>	<b>14%</b>
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%
<b>Total Services and Supplies</b>	<b>3,454,878</b>	<b>4,859,100</b>	<b>4,563,875</b>	<b>4,832,900</b>	<b>(26,200)</b>	<b>-1%</b>
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%
<b>Total Other Charges</b>	<b>20,625</b>	<b>68,500</b>	<b>58,500</b>	<b>78,000</b>	<b>9,500</b>	<b>14%</b>
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
<b>Total Capital Outlay</b>	<b>13,769,259</b>	<b>21,345,400</b>	<b>19,792,000</b>	<b>20,614,440</b>	<b>(730,960)</b>	<b>-3%</b>
<b>TOTAL APPROPRIATIONS</b>	<b>\$ 19,115,357</b>	<b>\$ 28,254,000</b>	<b>\$ 26,348,553</b>	<b>\$ 27,788,140</b>	<b>\$ (465,860)</b>	<b>-2%</b>
<b>EXCESS (DEFICIENCY)</b>	<b>3,619,779</b>	<b>(688,000)</b>	<b>523,856</b>	<b>0</b>		
BEGINNING FUND BALANCE	26,515,823	30,135,602	30,135,602	30,659,458		
<b>ENDING FUND BALANCE</b>	<b>\$ 30,135,602</b>	<b>\$ 29,447,602</b>	<b>\$ 30,659,458</b>	<b>\$ 30,659,458</b>		



**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		Management & Monitoring		Total General Fund	Land Acquisition		
	%	Amount	%	Amount		%	Amount	
<b>REVENUES</b>								
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
<b>TOTAL REVENUES</b>	<b>2%</b>	<b>\$ 485,660</b>	<b>10%</b>	<b>\$ 2,899,840</b>	<b>\$ 3,385,500</b>	<b>88%</b>	<b>\$ 24,402,640</b>	<b>\$ 27,788,140</b>
<b>APPROPRIATIONS</b>								
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
<b>Total Salaries and Benefits</b>	<b>6%</b>	<b>129,490</b>	<b>23%</b>	<b>520,050</b>	<b>649,540</b>	<b>71%</b>	<b>1,613,260</b>	<b>2,262,800</b>
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
<b>Total Services and Supplies</b>	<b>7%</b>	<b>356,170</b>	<b>48%</b>	<b>2,341,790</b>	<b>2,697,960</b>	<b>44%</b>	<b>2,134,940</b>	<b>4,832,900</b>
Other Charges								
Interest-Notes Payable					0	100%	40,000	40,000
Assessments and HOA			100%	38,000	38,000			38,000
<b>Total Other Charges</b>	<b>0%</b>	<b>0</b>	<b>49%</b>	<b>38,000</b>	<b>38,000</b>	<b>51%</b>	<b>40,000</b>	<b>78,000</b>
Capital Outlay								
Land Purchase and Improvements					0	100%	20,614,440	20,614,440
Office Equipment & Vehicles					0			0
<b>Total Capital Outlay</b>	<b>0%</b>	<b>0</b>	<b>0%</b>	<b>0</b>	<b>0</b>	<b>100%</b>	<b>20,614,440</b>	<b>20,614,440</b>
<b>TOTAL APPROPRIATIONS</b>	<b>2%</b>	<b>\$ 485,660</b>	<b>10%</b>	<b>\$ 2,899,840</b>	<b>\$ 3,385,500</b>	<b>88%</b>	<b>\$ 24,402,640</b>	<b>\$ 27,788,140</b>
<b>EXCESS (DEFICIENCY)</b>		<b>0</b>		<b>0</b>	<b>0</b>		<b>0</b>	<b>0</b>
BEGINNING FUND BALANCE					17,731,238		12,928,220	30,659,458
<b>ENDING FUND BALANCE</b>					<b>\$ 17,731,238</b>		<b>\$ 12,928,220</b>	<b>\$ 30,659,458</b>



**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
Reserve 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				
<b>Total Contracts</b>	<b>\$4,536,119</b>	<b>\$4,571,713</b>	<b>\$ 35,594</b>	<b>1%</b>	<b>\$ 118,228</b>	<b>\$ 770,000</b>	<b>\$ 282,380</b>	<b>\$ 2,673,105</b>	<b>\$ 728,000</b>

# **AGENDA ITEM NO. 9**

## **RECURRING CONTRACTS FOR FISCAL YEAR 2017**

*Regional Conservation Authority*

**RECURRING CONTRACTS FOR FISCAL YEAR 2017**

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**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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<b>LIST OF RECURRING CONTRACTS</b>					
<b>Consultant Name</b>	<b>Type of Service</b>	<b>FY 15-16 Contract Amount</b>	<b>FY 16-17 Proposed Contract Amount</b>	<b>Dollar Change FY16 – FY17</b>	<b>Percent Change FY16 – FY17</b>
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 employees 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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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.

**Staff Recommendation:**

That the RCA Executive Committee:

- 1) Recommend that the RCA Board of Directors approve the Recurring Contracts for Fiscal Year 2017;
- 2) Recommend that the RCA Board of Directors authorize the RCA Executive Director, upon legal counsel review and approval, to execute said agreements on behalf of the RCA; and
- 3) Authorize staff to agendize this matter for the May 2, 2016 meeting of the RCA Board of Directors.

<b>FINANCIAL INFORMATION</b>	
<b>In Proposed Fiscal Year 2017 Budget:</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>Cost:</b> \$ \$1,751,814 <b>Annual Cost:</b> \$ N/A
<b>Source of Funds:</b> Various RCA Funds	<b>Budget Adjustment:</b> N/A From To
<b>Approved by:</b>	<b>Date:</b> April 13, 2016

**Attachments:**

FY2017 Proposed Recurring Contracts

**AGENDA ITEM NO. 9**

**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

**AGENDA ITEM NO. 9**

**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 1<sup>st</sup> 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. 9**

**ATTACHMENT NO. 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	\$	<u>4,524.00</u>
	\$	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	\$	<u>252.00</u>
	\$	727.00
sales tax on taxable portion	\$	<u>58.16</u>
	\$	785.16
2. Media Relations		
Coordination and Copywriting		
3 hours @ \$77/hour	\$	231.00
	@	<u>2 times/year</u>
	\$	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
 <b>Cost of Annual Program</b>	 \$	 <b>37,439.12</b>

#### 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
<b>Total:</b>	<b>\$</b>	<b>37,439.12</b>



## 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. 9**

**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. 9**

**ATTACHMENT NO. 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. 9**

**ATTACHMENT NO. 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"**

<b>MAXIMUM FEE</b>					
<b><u>Audit Service</u></b>	<b><u>2012</u></b>	<b><u>2013</u></b>	<b><u>2014</u></b>	<b><u>2015</u></b>	<b><u>2016</u></b>
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>
<b>Total for Fiscal Year (not-to-exceed)</b>	<b><u>\$111,440</u></b>	<b><u>\$111,440</u></b>	<b><u>\$111,440</u></b>	<b><u>\$114,784</u></b>	<b><u>\$118,228</u></b>

<b>QUOTED HOURLY RATES OF THE FIRM'S EMPLOYEES</b>					
<b><u>Staff</u></b>	<b><u>2012</u></b>	<b><u>2013</u></b>	<b><u>2014</u></b>	<b><u>2015</u></b>	<b><u>2016</u></b>
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. 9**

**ATTACHMENT NO. 7**

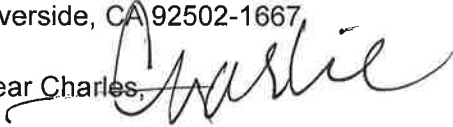
**DOUG WHEELER**

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

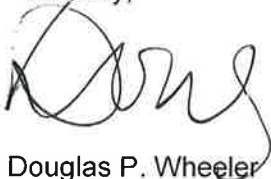
Dear Charles,

  
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.

Proposed Representation of  
WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY

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**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 112<sup>th</sup> 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.

**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 &amp; CDFG</i> )
WCB	Wildlife Conservation Board
WPT	Western Pond Turtle
WRDA	Water Resources Development Act