



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

MEETING

**Monday June 4, 2018
12:30 p.m.**

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

OFFICERS

Jonathan Ingram, Chairperson
City of Murrieta

Maryann Edwards, Vice-Chairperson
City of Temecula

BOARD MEMBERS

Daniela Andrade
City of Banning

Kevin Bash
City of Norco

Julio Martinez
City of Beaumont

David Starr Rabb
City of Perris

Jeffrey Hewitt
City of Calimesa

Andy Melendrez
City of Riverside

Larry Greene
City of Canyon Lake

Crystal Ruiz
City of San Jacinto

Eugene Montanez
City of Corona

Timothy Walker
City of Wildomar

Clint Lorimore
City of Eastvale

Kevin Jeffries
County of Riverside, District 1

Michael Perciful
City of Hemet

John Tavaglione
County of Riverside, District 2

Verne Lauritzen
City of Jurupa Valley

Chuck Washington
County of Riverside, District 3

Natasha Johnson
City of Lake Elsinore

V. Manuel Perez
County of Riverside, District 4

Matt Liesemeyer
City of Menifee

Marion Ashley
County of Riverside, District 5

Jeffrey Giba
City of Moreno Valley

Charles Landry, Executive Director



MEETING AGENDA*

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

Monday, June 4, 2018

12:30 p.m.

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

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

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. PUBLIC COMMENT**

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

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

RCA BOARD OF DIRECTORS AGENDA

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

7. **APPROVAL OF MINUTES — May 7, 2018**

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

8.1 **WESTERN RIVERSIDE COUNTY MSHCP FEE COLLECTION REPORT FOR APRIL 2018**

Overview — **STAFF REPORT**

This item is for the RCA Board of Directors to receive and file the Western Riverside County MSHCP Fee Collection Report for April.

8.2 **FISCAL YEAR 2018 THIRD QUARTER FINANCIAL REPORT AND BUDGET ADJUSTMENTS**

Overview — **STAFF REPORT**

This item is for the RCA Board of Directors to:

- 1) Receive and file the Fiscal Year 2018 Third Quarter Financial report;
- 2) Approve the budget adjustments contained in Exhibit A; and
- 3) Authorize the Chairman to direct the Auditor-Controller to make the budget adjustments contained in Exhibit A.

8.3 **FISCAL YEAR 2018 THIRD QUARTER CONSULTANT REPORTS**

Overview — **STAFF REPORT**

This item is for the RCA Board of Directors to receive and file the Fiscal Year 2018 Third Quarter Consultant Reports.

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- 8.4 RESOLUTION NO. 2018-005, RESOLUTION OF THE BOARD OF DIRECTORS OF THE WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY CONSIDERING AN ENVIRONMENTAL IMPACT REPORT (SCH #2016081056), FOR THE FRENCH VALLEY SPECIFIC PLAN NO. 312, AMENDMENT NO. 2, MAKING RESPONSIBLE AGENCY FINDINGS, AND APPROVING THE LICENSE IMPROVEMENT AND ACQUISITION AGREEMENT WITH RIVERSIDE MITLAND 03, LLC FOR THE SALE OF RIGHT-OF-WAY FOR DEDICATION TO THE COUNTY OF RIVERSIDE**

Overview — **STAFF REPORT**

This item is for the RCA Board of Directors to:

- 1) Approve Resolution No. 2018-005 *Resolution of the Board of Directors of the Western Riverside County Regional Conservation Authority Considering an Environmental Impact Report (SCH #2016081056) for the French Valley Specific Plan No. 312 Amendment No. 2, Making Responsible Agency Findings, and Approving the License, Improvement and Acquisition Agreement with Riverside Mitland 03 LLC for the Sale of Right-of-Way for Dedication to the County of Riverside;* and
- 2) Authorize the Executive Director, pursuant to legal counsel review and approval, to execute said agreement on behalf of the RCA.

- 8.5 RESOLUTION NO. 2018-006, RESOLUTION OF THE BOARD OF DIRECTORS OF THE WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY CONSIDERING AN ENVIRONMENTAL IMPACT REPORT (SCH #2014051041), MAKING RESPONSIBLE AGENCY FINDINGS, AND AUTHORIZING THE SALE OF CERTAIN EASEMENTS TO THE SOUTHERN CALIFORNIA EDISON COMPANY**

Overview — **STAFF REPORT**

This item is for the RCA Board of Directors to:

- 1) Approve Resolution No. 2018-006, *Resolution of the Board of Directors of the Western Riverside County Regional Conservation Authority Considering an Environmental Impact Report (SCH #2014051041), Making Responsible Agency Findings, and Authorizing the Sale of Certain Easements to the Southern California Edison Company;* and
- 2) Authorize the Executive Director, pursuant to legal counsel review and approval, to execute said agreement on behalf of the RCA.

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9. ACCEPTANCE OF FUNDS AND LAND AND APPROVAL OF AGREEMENT CONDITIONING USE OF FUNDS AND HABITAT ACQUISITION

Overview — **STAFF REPORT**

This item is for the RCA Board of Directors to:

- 1) Authorize the acceptance of funds and Habitat Land from RCTC;
- 2) Approve the Side Agreement with Petitioners and RCTC with the corresponding conditions and obligations; and
- 3) Authorize the RCA Executive Director, pursuant to legal counsel review and approval, to execute said agreement on behalf of the RCA.

10. PROFESSIONAL SERVICES AGREEMENT BETWEEN THE WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY AND SANTA ANA WATERSHED ASSOCIATION FOR BIOLOGICAL MONITORING SERVICES

Overview — **STAFF REPORT**

This item is for the RCA Board of Directors to:

- 1) Approve the Professional Services Agreement between the Western Riverside County Regional Conservation Authority and Santa Ana Watershed Association (SAWA) for Biological Monitoring Services;
- 2) Approve the sale of five vehicles and office electronic equipment valued at \$117,000 payable to RCA over a five year period through a monthly deduction from SAWA's billing invoices; and
- 3) Authorize the RCA Executive Director, pursuant to legal counsel review and approval, to execute said agreements on behalf of the RCA.

11. BIOLOGICAL MONITORING PROGRAM WORK PLAN AND COST ESTIMATE FOR FISCAL YEAR 2019

Overview — **STAFF REPORT**

This item is for the RCA Board of Directors to approve the Biological Monitoring Program Work Plan and Cost Estimate for Fiscal Year 2019.

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12. RESOLUTION NO. 2018-007, RESOLUTION OF THE BOARD OF DIRECTORS OF THE WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY RESCINDING RESOLUTION NO. 2015-004 AMBROSIA RELOCATION

Overview — **STAFF REPORT**

This item is for the RCA Board of Directors to adopt Resolution No. 2018-007, *Resolution of the Board of Directors of the Western Riverside County Regional Conservation Authority Rescinding Resolution No. 2015-004*.

13. EXECUTIVE DIRECTOR'S REPORT

13.1 Update regarding Section 6 Grant Funds Award for 2017

14. LAND ACQUISITION UPDATE

15. FEATURED SPECIES OF THE MONTH

16. ITEMS FOR NEXT MEETING

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

17. CLOSED SESSION

17.1 CONFERENCE WITH REAL PROPERTY NEGOTIATOR

Pursuant to Government Code Section 54956.8

Agency Negotiator: RCA – Executive Director or Designee

Under Negotiation: Price/Terms

Item	Assessor Parcel No(s).	Negotiating Party(ies)/Agent
1	347-280-031, 347-280-032 347-280-033, 347-280-034	Michael C. Adams and Roxana Adams (aka Gail Roxana Adams)
2	940-020-006, 940-020-009	Paige Harrison (Agent) Bill Tyler, Bob Tyler

18. The next meeting of the Western Riverside County Regional Conservation Authority Board of Directors is scheduled for Monday, July 2, 2018, at 12:30 p.m., at the County of Riverside Administrative Center, Board Room, 4080 Lemon Street, Riverside, California.

ACRONYMS

AGENDA ITEM NO. 7

MINUTES

May 7, 2018



www.wrc-rca.org

MEETING MINUTES

1. CALL TO ORDER

The meeting of the Western Riverside County Regional Conservation Authority was called to order by Chairman Ingram at 12:30 p.m., Monday, May 7, 2018, in the Board Room of the Riverside County Administrative Center, 4080 Lemon Street, Riverside, California, 92501.

2. PLEDGE OF ALLEGIANCE

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

3. ROLL CALL

Member Agency	Board Member Name	Status
City of Banning	George Moyer, Alternate	Present
City of Beaumont	Julio Martinez	Absent
City of Calimesa	Jeffrey Hewitt	Present
City of Canyon Lake	Larry Greene	Present
City of Corona	Eugene Montanez	Present
City of Eastvale	Clint Lorimore	Present
City of Hemet	Michael Perciful	Present
City of Jurupa Valley	Verne Lauritzen	Absent
City of Lake Elsinore	Natasha Johnson	Absent
City of Menifee	Matt Liesemeyer	Absent
City of Moreno Valley	Jeffrey Giba	Present
City of Murrieta	Jonathan Ingram, Chairman	Present
City of Norco	Kevin Bash	Present
City of Perris	David Starr Rabb	Present
City of Riverside	Andy Melendrez	Present
*City of San Jacinto	Crystal Ruiz	Present
City of Temecula	Maryann Edwards	Present
City of Wildomar	Timothy Walker	Present
County District 1	Kevin Jeffries	Present
County District 2	John Tavaglione	Absent
County District 3	Chuck Washington	Present
County District 4	V. Manuel Perez	Absent
County District 5	Marion Ashley	Present

**City of San Jacinto representative arrived at 12:35 p.m. after roll call.*

4. PUBLIC COMMENT

There were no public comments.

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

There were no Board Member announcements.

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

There were no additions/revisions.

7. APPROVAL OF MINUTES — April 2, 2018 meeting of the RCA Board of Directors

RESULT:	APPROVED AS RECOMMENDED [UNANIMOUS]
MOVER:	City of Temecula
SECONDER:	County District 1
AYES:	Banning, Calimesa, Canyon Lake, Corona, Eastvale, Hemet, Moreno Valley, Murrieta, Norco, Perris, Riverside, Temecula, Wildomar, County District 1, County District 2, County District 3, County District 5
ABSENT:	Beaumont, Jurupa Valley, Lake Elsinore, Menifee, San Jacinto, County District 4

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

RESULT:	APPROVED AS RECOMMENDED [UNANIMOUS]
MOVER:	City of Eastvale
SECONDER:	County District 3
AYES:	Banning, Calimesa, Canyon Lake, Corona, Eastvale, Hemet, Moreno Valley, Murrieta, Norco, Perris, Riverside, Temecula, Wildomar, County District 1, County District 2, County District 3, County District 5
ABSENT:	Beaumont, Jurupa Valley, Lake Elsinore, Menifee, San Jacinto, County District 4

8.1 WESTERN RIVERSIDE COUNTY MSHCP FEE COLLECTION REPORT FOR MARCH 2018Overview

This item is for the RCA Board of Directors to receive and file the Western Riverside County MSHCP Fee Collection Report for March.

9. RESOLUTION NO. 2018-004, RESOLUTION OF THE BOARD OF DIRECTORS OF THE WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY ADOPTING THE FISCAL YEAR 2019 OPERATING AND CAPITAL BUDGET

RESULT:	APPROVED AS RECOMMENDED [UNANIMOUS]
MOVER:	City of Calimesa
SECONDER:	City of San Jacinto
AYES:	Banning, Calimesa, Canyon Lake, Corona, Eastvale, Hemet, Moreno Valley, Murrieta, Norco, Perris, Riverside, San Jacinto, Temecula, Wildomar, County District 1, County District 2, County District 3, County District 5
ABSENT:	Beaumont, Jurupa Valley, Lake Elsinore, Menifee, County District 4

Honey Bernas, Director of Administrative, presented the proposed Fiscal Year 2019 Operating and Capital Budget. She reviewed Exhibit A-1, an overall summary of the Proposed Budget FY 2019, showing comparisons to the FY2017 actual revenues and appropriations, the FY2018 budget and year-end projections estimated by staff, and the dollar and percentage change from the FY2018 budget. She gave an overview of the major projected revenue sources, appropriations, percentage of overall appropriations by program, and fund balance. She reviewed Exhibit A-2, providing an overview of the Proposed FY2019 Budget by Fund and Program. She also provided an overview of Exhibit A-3, Contracts Detailed by Appropriations Category, showing all proposed appropriations for each committed and recurring contract. She reviewed significant changes in contract amounts compared to the FY2018 budget. In summary, Honey Bernas stated that staff was pleased to present a balanced budget with no anticipated draws on fund balance during Fiscal Year 2019.

Board Member Edwards asked if RCA is experiencing an increase in property owners wanting to sell their property. Honey Bernas answered in the affirmative. Charlie Landry, Executive Director, commented that RCA is experiencing significant long-term projects coming forward, which has not been the case since 2008.

Board Member Ruiz commended RCA staff for their thoroughness and efforts to present a balanced budget.

Overview

This item is for the RCA Board of Directors to adopt Resolution No. 2018-004, *Resolution of the Board of Directors of the Western Riverside County Regional Conservation Authority Adopting the Fiscal Year 2019 Operating and Capital Budget*.

10. RECURRING CONTRACTS FOR FISCAL YEAR 2019

RESULT:	APPROVED AS RECOMMENDED [UNANIMOUS]
MOVER:	City of Moreno Valley
SECONDER:	City of San Jacinto
AYES:	Banning, Calimesa, Canyon Lake, Corona, Eastvale, Hemet, Moreno Valley, Murrieta, Norco, Perris, Riverside, San Jacinto, Temecula, Wildomar, County District 1, County District 2, County District 3, County District 5
ABSENT:	Beaumont, Jurupa Valley, Lake Elsinore, Menifee, County District 4

Honey Bernas, Director of Administrative Services, presented the proposed recurring contracts. She stated that that staff is recommending five recurring contracts, one of which is new for Information Technology Services with Blink IT Solutions. She reviewed each contract and provided an overview of the services provided, contract amounts, and changes to the contracts, if any. Chairman Ingram commended staff for the fabulous job done with the lobbyist in Washington, D.C., in acquiring at least \$19 million in funds over the last three years. Charlie Landry, Executive Director, explained that Doug Wheeler was instrumental in obtaining Section 6 grant funds. The Section 6 funds were matched by the State of California and amount to a total of \$25 million.

Overview

This item is for the RCA Board of Directors to:

- 1) Approve the Recurring Contracts for Fiscal Year 2019; and
- 2) Authorize the RCA Executive Director, upon legal counsel review and approval, to execute said agreements on behalf of the RCA.

11. THIRD AMENDMENT TO REVENUE LEASE AGREEMENT BETWEEN THE WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY AND THE COUNTY OF RIVERSIDE

RESULT:	APPROVED AS RECOMMENDED [UNANIMOUS]
MOVER:	City of San Jacinto
SECONDER:	City of Moreno Valley
AYES:	Banning, Calimesa, Canyon Lake, Corona, Eastvale, Hemet, Moreno Valley, Murrieta, Norco, Perris, Riverside, San Jacinto, Temecula, Wildomar, County District 1, County District 2, County District 3, County District 5
ABSENT:	Beaumont, Jurupa Valley, Lake Elsinore, Menifee, County District 4

Honey Bernas, Director of Administrative Services, reported that RCA leases 6,062 square feet of office space at the Riverside Centre from County of Riverside Economic Development Agency. The RCA Board of Directors approved a 10year lease agreement in 2008 with two 5 year options to extend. The lease requires that RCA notify the County 90 days prior to the expiration of the term if it wishes to exercise its option to renew. Notice was given to the County that RCA would like to renew the lease subject to agreed-upon terms which will be executed by a Third Amendment to Lease upon approval of the RCA Board of Directors and the County Board of Supervisors. She advised that tenant improvements, such as new carpet and paint,

are needed. The cost of the tenant improvements is estimated at \$34,000, and the County does not provide these improvements. However, if approved, the new terms of the Third Amendment negotiated by Facilities Management and RCA staffs would result in savings of approximately \$291,000.00 over the next 10 years, which exceeds the \$34,000.00 cost of the tenant improvements. She outlined the new terms negotiated which include: 1) Annual increase rate during the option periods reduced from 3% to 2%; 2) Rent rate at the start of the option period shall be decreased from \$2.53 per square foot to \$2.40 per square foot; 3) Tenant improvements to be performed by the County prior to June 30, 2018 at a cost not to exceed \$34,000.00, which shall be reimbursed by lessee upon completion; and 4) option periods are changed from 5 to 10 years. Honey Bernas advised that these tenant improvements were not included in the FY2018 budget; however, there are sufficient savings in the Operations Program to pay for these improvements. She asked for permission to pay these expenses of \$34,000 from FY2018 budget.

Board Member Edwards asked if the tenant improvements included fixing the air conditioning problem in the conference room. Honey Bernas answered that the County of Riverside has since fixed the air conditioning blockage issue in the conference room and will be replacing several acoustic tiles in the ceiling, along with installing a water filtration system in the breakroom.

Board Member Ruiz asked if the carpet is going to be replaced with tile like linoleum. Honey Bernas answered that it was necessary to go with the County standard, which is the most economical and easiest to replace since they are carpet squares.

Overview

This item is for the RCA Board of Director to authorize the Chairman to execute, pursuant to legal counsel review and approval, the Third Amendment to the Revenue Lease Agreement between the Western Riverside County Regional Conservation Authority and the County of Riverside.

12. EXECUTIVE DIRECTOR'S REPORT

12.1 Washington, D.C., Trip

Charles Landry, Executive Director, reported that he and Tom Mullen traveled to Washington, D.C., for the National Habitat Conservation Plan Coalition's (NHCP) annual trip. Doug Wheeler, Dave Ramey and approximately 20 coalition members were in attendance. He reported on the various meetings attended and issues addressed. Thanks to the joint efforts of RCA, Dave Ramey and Doug Wheeler, and aided by Congressman Calvert, the \$2 million cap on Section 6 funding has been removed. This is very good news because RCA can compete very well nationally for these funds, which should result in larger award amounts. At present, the 2017 Section 6 grant funds have not yet been released. The problem appears to be that all Department of Interior contracts are being reviewed by one person, a political appointee, who is reviewing thousands of grants and contracts. Congressman Calvert is assisting in trying to get these funds released. These funds are very important to RCA, and this continues to be one of RCA's biggest issues.

13. LAND ACQUISITION UPDATE

Charles Landry, Executive Director, stated that at the last RCA Board of Directors' meeting, it was reported that RCA had acquired 59,092 acres. Escrow has closed on two additional

properties totaling approximately 25 acres, bringing the reserve total to approximately 59,117 acres.

14. FEATURED SPECIES OF THE MONTH

Elizabeth "Betsy" Dionne, Ecological Resources Specialist, stated that the featured species for the month of May is the San Miguel Savory. She then gave an overview of perennial shrub's characteristics, life history, how and where RCA manages for the species.

After her presentation, Betsy Dionne invited questions from the Board Members. There were no questions.

Chairman Ingram and Board Members thanked Betsy Dionne for a well-informed presentation.

Representative from County District 1 departed the meeting at the start of this item.

15. ITEMS FOR NEXT MEETING

There were no requested items.

16. CLOSED SESSION

16.1 CONFERENCE WITH REAL PROPERTY NEGOTIATOR

Pursuant to Government Code Section 54956.8

Agency Negotiator: RCA – Executive Director or Designee

Under Negotiation: Price/Terms

Item	Assessor Parcel No(s).	Negotiating Party(ies)/Agent
1	407-080-008	Pa Lang Lin, Yu Chiung H. Lin, Leana Yang, Hsi Chuan Lin, Yueh Tang Lin, Tai-Dy Wang
2	255-230-031, 255-230-032, 257-180-003	Patricia Diane Chandlee, Patricia Diane Vaccaro Chandlee, Betty L. Vaccaro, Cindy Palmer, Sue Ann Vail
3	935-140-008	Shaun Jackson
4	Portion of 900-020-018 and Portion of 900-020-019	Jeffrey R. Cleveland, Nancy E. Cleveland
5	583-170-040	Jeffrey S. Burum, Christopher M. Leggio/ Brian Bush

After Closed Session, the meeting was reconvened. There were no announcements from Closed Session.

17. ADJOURNMENT

There being no other items before the RCA Board, Chairman Ingram adjourned the meeting at 1:15 p.m. The next meeting of the Western Riverside County Regional Conservation Authority Board of Directors is scheduled for Monday, June 4, 2018, at 12:30 p.m. at the County of Riverside Administrative Center, Board Room, 4080 Lemon Street, Riverside, California.

Prepared by:



Rose Haro

RCA Administrative Manager

Respectfully submitted:



Honey Bernas

Director of Administrative Services

AGENDA ITEM NO. 8.1

WESTERN RIVERSIDE COUNTY MSHCP FEE COLLECTION REPORT FOR APRIL 2018

Regional Conservation Authority

**WESTERN RIVERSIDE COUNTY
MSHCP FEE COLLECTION REPORT FOR
APRIL 2018**

Staff Contact:

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

Background:

The RCA Executive Committee directed staff to report on Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) Local Development Mitigation Fee (LDMF) Collection and Civic/Infrastructure Contribution on a monthly basis.

Attached is the report for April 2018. The report was prepared on a cash basis and, therefore, reflects the cash received by RCA during that month.

Executive Committee and Staff Recommendation:

That the RCA Board of Directors receive and file the Western Riverside County MSHCP Fee Collection Report for April 2018.

Attachment

Western Riverside County MSHCP LDMF Collection and Civic/Infrastructure Contribution Report for April 2018

AGENDA ITEM NO. 8.1
Attachment

**WESTERN RIVERSIDE
COUNTY MSHCP LDMF
COLLECTION and
CIVIC/INFRASTRUCTURE
CONTRIBUTION REPORT
FOR APRIL 2018**

**WESTERN RIVERSIDE COUNTY MSHCP LDMF COLLECTION AND
CIVIC/INFRASTRUCTURE CONTRIBUTION REPORT FOR APRIL 2018
CASH BASIS**

LOCAL DEVELOPMENT MITIGATION FEE COLLECTIONS						
		REMITTED			EXEMPTIONS & FEE CREDITS	
		Residential Permits	Commercial/Industrial Acres	Amount Remitted	Residential Permits	Amount
City of Banning	March-No Activity					
City of Beaumont	March	23	2.3	\$62,753		
City of Calimesa	March	1		\$2,031		
City of Canyon Lake	March-No Activity					
City of Corona	March	3		\$6,093		
City of Eastvale	March	3	12.6	\$90,671		
City of Hemet	March	2		\$4,062		
City of Jurupa Valley	March	52	33.3	\$335,542		
City of Lake Elsinore	March	18		\$36,651		
	Summerly Project ¹				20	\$40,620
City of Menifee	March	92		\$186,852		
City of Moreno Valley	March	173		\$229,488		
City of Murrieta	March-No Activity					
City of Norco	March-No Activity					
City of Perris	March	8	1.2	\$24,268		
City of Riverside	January	8		\$11,131		
	March	13		\$22,017		
City of San Jacinto	March	30		\$60,930		
City of Temecula	March	11	3.7	\$48,061		
City of Wildomar	March	15		\$30,465		
County of Riverside	April	181		\$367,611		
Total LDMF Collections		633	53.0	\$1,518,626	20	\$40,620

CIVIC AND INFRASTRUCTURE CONTRIBUTIONS		
No Activity		
Total Civic/Infrastructure Contributions		\$0

TOTAL APRIL 2018 \$1,518,626

1) Summerly Project - Development agreement dated 8/24/04. Expiration date 9/23/14. Settlement Agreement with RCA per MOA dated 11/6/17.

AGENDA ITEM NO. 8.2

FISCAL YEAR 2018 THIRD QUARTER FINANCIAL REPORT AND BUDGET ADJUSTMENTS

Regional Conservation Authority**FISCAL YEAR 2018 THIRD QUARTER
FINANCIAL REPORT AND BUDGET ADJUSTMENTS****Staff Contact:****Honey Bernas, Director of
Administrative Services
(951) 955-2842****Background:**

Attached is the Fiscal Year 2018 Third Quarter Financial Report, which includes an Executive Summary (cash balance summary and financial statement overview), detailed financial statements, and MSHCP Fee Collections Reports.

Development mitigation fee revenues collected by Member Agencies totaled \$9.8 million as of March 31, 2018, which represents 94% of the budgeted development mitigation fee revenues for FY2018. Staff projects development mitigation fee revenues of about \$12 million by the end of FY2018 which surpasses the budget of \$10.5 million.

As of March 31, 2018, the RCA acquired 16 properties totaling approximately 901 acres valued at approximately \$4.7 million. Funding for the properties included \$750 thousand in Transportation Uniform Mitigation Fees (TUMF), \$301 thousand in grant funding from the Rivers and Lands Conservancy, and \$3.6 million in MSHCP Local Development Mitigation Fees. The RCA also received \$3 million in Measure A funds to purchase land which is scheduled to close by June 30, 2018. In addition, the RCA received eight land donations of approximately 830 acres with an appraised value of approximately \$3.8 million. RCA anticipates additional land donations prior to June 30, 2018 with an estimated value of approximately \$3.37 million. Accordingly, RCA staff recommends a budget adjustment to increase Capital Contributions and Donations estimated revenues by \$3.37 million and increasing Land appropriations by the same amount.

On June 9, 2008, by Resolution No. 08-008, the RCA Board of Directors delegated the power and authority to make transfers and revisions of appropriations within a budget unit to the RCA Executive Director. Said transfers and revisions are to be reported to the RCA Board on a quarterly basis. During the third quarter, the Executive Director authorized the following appropriation transfer from the software to equipment line item for a new printer for the office:

Decrease Appropriations:

51630-935300-523840 Computer Equipment-Software \$ 6,000

Increase Appropriations:

51630-935201-546140 Equipment-Office \$ 6,000

Staff projects that the RCA's General Fund balance could increase by approximately \$1.8 million (\$271 thousand and \$1.5 million from savings in Operations and Land Management and Monitoring, respectively) from \$21.3 million to \$23.1 million by the end of the fiscal year ending

June 30, 2018. The projected increase in the General Fund balance is directly attributable to larger than expected tipping fee revenues, projected at \$3.4 million by the end of year, and savings in contractual costs in the Land Management and Monitoring Program.

The Capital Project Fund is expected to increase by about \$260 thousand. Staff anticipates a restricted Capital Projects Fund balance of approximately \$12.8 million by June 30, 2018.

Executive Committee and Staff Recommendations:

That the RCA Board of Directors –

- 1) Receive and file the Fiscal Year 2018 Third Quarter Financial Report;
- 2) Approve the budget adjustments contained in Exhibit A; and
- 3) Authorize the Chairman to direct the Auditor-Controller to make the budget adjustments contained in Exhibit A.

Attachments:

- 1) Exhibit A – Budget Adjustments
- 2) Executive Summary (Cash Balance Summary and Financial Statement Overview)
- 3) Detailed Financial Statements
- 4) MSHCP Fee Collection Report

AGENDA ITEM NO. 8.2 ATTACHMENT 1

Exhibit A Budget Adjustments



DATE	June 4, 2018
TO	Auditor-Controller
FROM	Honey Bernas, Director of Administrative Services (951) 955-2842
SUBJECT	FISCAL YEAR 2018 BUDGET ADJUSTMENTS (FUND 51630)

Background:

On June 4, 2018, the RCA Board of Directors approved the Fiscal Year 2018 budget adjustments contained herein.

Requested Action:

That the Auditor-Controller make the following budget adjustments:

Land Acquisition (935201)

Increase Estimated Revenues

781220	Contributions & Donations	\$ 3,371,500
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Increase Appropriations

540040	Land	\$ 3,371,500
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APPROVED BY: _____ DATE: _____
Jonathan Ingram, Chairman
RCA Board of Directors

AGENDA ITEM NO. 8.2 ATTACHMENT 2

**Executive Summary
(Cash Balance Summary
and
Financial Statement Overview)**



**Regional
Conservation
Authority**
Western Riverside County

EXECUTIVE SUMMARY

Fiscal Year 2018 Third Quarter Financial Report

July 1, 2017 – March 31, 2018

Preserving our open space heritage • Protecting our economy • Building our future



Cash Balance Summary

July 1, 2017 – March 31, 2018

Balance as of 07-01-17	\$ 33,395,516
Cash Receipts 07-01-17 through 03-31-17	<u>19,348,512</u>
Cash Available	52,744,028
Cash Disbursements 07-01-17 through 03-31-17	<u>(10,247,743)</u>
Cash Balance as of 03-31-17	<u>\$ 42,496,285</u>

Budget to Actual and FYE Projections

July 1, 2017 – March 31, 2018

Operations (935100)	Budget	Actual	Year-End Projections
Revenue	\$ 620,865	\$ 605,434	\$ 739,893
Appropriations:			
Salaries & Benefits	141,785	90,549	128,733
Supplies & Services	<u>439,080</u>	<u>247,681</u>	<u>340,472</u>
Total Appropriations	<u>\$ 580,865</u>	<u>\$ 338,230</u>	<u>\$ 469,205</u>
Net Operating Position	<u>\$ 40,000</u>	<u>\$ 267,204</u>	<u>\$ 270,688</u>

Budget to Actual and FYE Projections

July 1, 2017 – March 31, 2018

Land Management & Monitoring (935300)	Budget	Actual	Year-End Projections
Revenue	\$ 3,370,480	\$ 3,444,813	\$ 4,406,789
Appropriations:			
Salaries & Benefits	551,610	379,909	528,445
Supplies and Services	2,545,870	1,563,385	2,268,756
Other Charges	46,000	41,555	43,355
Capital Assets	80,000	0	78,000
Total Appropriations	\$ 3,223,480	\$ 1,984,849	\$ 2,918,556
Net Operating Position	\$ 147,000	\$ 1,459,964	\$ 1,488,233

Budget to Actual and FYE Projections

July 1, 2017 – March 31, 2018

Land Acquisition (935201)	Adjusted Budget	Actual	Year-End Projections
<u>Revenue</u>	\$ 23,506,538	\$ 19,429,770	\$ 23,626,691
<u>Appropriations:</u>			
Salaries & Benefits	1,723,985	1,073,778	1,481,705
Supplies & Services	2,140,975	967,583	1,377,673
Principal & Interest	1,075,000	1,042,125	1,056,167
Capital Assets	18,566,578	8,625,939	19,451,189
Total Appropriations	\$ 23,506,538	\$ 11,709,425	\$ 23,366,734
Net Operating Position	\$ 0	\$ 7,720,345	\$ 259,957

PROPOSED BUDGET ADJUSTMENTS

Account Description		935201 Land Acquisition
<u>Increase Estimated Revenues:</u>		
781220	Contributions & Donations	\$ 3,371,500
<u>Increase Appropriations:</u>		
540040	Land	\$ 3,371,500

Executive Committee and Staff Recommendations

That the RCA Board of Directors:

- A) Receive and file the Fiscal Year 2018 Third Quarter Financial Report;
- B) Approve the budget adjustments contained in Exhibit A; and
- C) Authorize the Chairman to direct the Auditor-Controller to make the budget adjustments contained in Exhibit A.



AGENDA ITEM NO. 8.2 ATTACHMENT 3

Detailed Financial Statements

Regional Conservation Authority
Budget vs. Actual Comparison as of March 31, 2018
General Fund - 935100 Operations

REVENUE

Account	Account Description	Adjusted Budget	Actual	% of Actual to Budget	Note No.	Projection through 6/30/18	Positive (Negative) Variance with Budget
722000	Participating Special Entities	\$ 190,865	\$ 100,865	53%	1	190,865	\$ -
740020	Interest-Invested Funds	90,000	94,405	105%	2	125,873	35,873
769240	Other Gov MSHCP Infrastructure	80,000	158,268	198%	4	158,268	78,268
769260	Other Gov MSHCP Civic Projects	80,000	14,102	18%	5	14,102	(65,898)
771410	Flood Control District	100,000	108,820	109%	6	108,820	8,820
777860	Joint Project Review	80,000	128,974	161%		141,965	61,965
Total Revenue		\$ 620,865	\$ 605,434	98%		739,893	\$ 119,028

EXPENDITURES

510040	Regular Salaries	\$ 98,605	\$ 64,316	65%		91,255	\$ 7,350
510440	Annual Leave Buydown	3,085	1,614	52%		2,152	933
515200	Retiree Health Insurance	235	176	75%		235	-
518100	Budgeted Benefits	39,860	24,443	61%		35,091	4,769
Total Appropriation 1		141,785	90,549	64%		128,733	13,052
520200	Communications	75	52	69%		69	6
520270	County Delivery Services	30	-	0%		30	-
520320	Telephone Service	45	2	4%		3	42
520940	Insurance-Other	1,400	897	64%	11	1,196	204
521360	Maint-Computer Equipment	1,260	883	70%		1,177	83
521540	Maint-Office Equipment	225	101	45%		135	90
521640	Maint-Software	350	160	46%		213	137
523100	Memberships	355	205	58%		305	50
523230	Miscellaneous Expense	2,520	1,750	69%		1,750	770
523620	Books/Publications	15	-	0%		0	15
523640	Computer Equip-Non Fixed Asset	290	117	40%		290	-
523660	Computer Supplies	90	-	0%		90	-
523680	Office Equip Non Fixed Assets	60	51	85%		30	30
523700	Office Supplies	300	98	33%		131	169
523760	Postage-Mailing	195	127	65%		169	26
523800	Printing/Binding	120	-	0%		120	-
523840	Computer Equipment-Software	300	22	7%		279	21
524560	Auditing and Accounting	13,510	4,825	36%	12	12,933	577
524900	GIS Services	325	225	69%	13	300	25
525020	Legal Services	140,000	18,477	13%	14	44,636	95,364
525140	Personnel Services	450	421	94%	15	421	29
525840	RCIT Device Access	940	486	52%	16	648	292
525850	RCIT Device Public	15	8	53%		11	4
526700	Rent-Lease Bldgs	6,080	4,558	75%	17	6,077	3
527780	Special Program Expense	600	311	52%		600	-
527840	Training-Education/Tuition	105	14	13%		69	36
527980	Contracts	266,465	212,486	80%	18	266,465	0
528120	Board/Commission Expense	1,305	696	53%		1,228	77
528140	Conference/Registration Fees	85	35	41%		82	3
528900	Air Transportation	130	85	65%		85	45
528960	Lodging	250	48	19%		64	186
528980	Meals	675	292	43%		389	286
529000	Miscellaneous Travel Expense	15	6	40%		15	-
529040	Private Mileage Reimbursement	500	231	46%		458	42
529080	Rental Vehicles	-	4	N/A		4	(4)
Total Appropriation 2		439,080	247,673	56%		340,472	98,608
Total Expenditures		580,865	338,222	58%		469,205	111,660
Net Operating Position		\$ 40,000	\$ 267,212			\$ 270,688	\$ 230,688

Regional Conservation Authority
Budget vs. Actual Comparison as of March 31, 2018
General Fund - 935300 Land Management and Monitoring

REVENUE

Account	Account Description	Adjusted Budget	Actual	% of Actual to Budget	Note No.	Projection through 06/30/18	Positive (Negative) Variance with Budget
722000	Participating Special Entities	\$ 592,175	\$ 445,175	75%	1	\$ 592,272	\$ 97
740020	Interest-Invested Funds	90,695	94,657	104%	2	126,209	35,514
741000	Rents	72,610	59,102	81%	3	78,803	6,193
771410	Flood Control District	100,000	-	0%		100,000	-
781360	Other Misc. Revenue	15,000	-	0%	8	15,000	-
781520	Tipping Fees	2,500,000	2,845,879	114%	9	3,494,505	994,505
Total Revenue		\$ 3,370,480	\$ 3,444,813	102%		\$ 4,406,789	\$ 1,036,309

EXPENDITURES

510040	Regular Salaries	\$ 380,915	\$ 268,431	70%		\$ 367,908	\$ 13,007
510440	Annual Leave Buydown	21,865	11,159	51%		21,779	86
515200	Retiree Health Insurance	910	683	75%		910	0
518100	Budgeted Benefits	147,920	99,636	67%		137,848	10,072
Total Appropriation 1		551,610	379,909	69%		528,445	23,165
520200	Communications	7,375	5,330	72%		7,107	268
520270	County Delivery Services	15	-	0%		15	-
520320	Telephone Service	225	11	5%		220	5
520940	Insurance-Other	13,800	9,400	68%	11	12,533	1,267
521360	Maint-Computer Equipment	18,300	7,413	41%		17,884	416
521500	Maint-Motor Vehicles	8,000	3,178	40%		7,737	263
521540	Maint-Office Equipment	1,125	506	45%		875	250
521640	Maint-Software	1,755	800	46%		1,567	188
523100	Memberships	1,765	1,105	63%		1,473	292
523230	Miscellaneous Expense	2,085	840	40%		1,120	965
523620	Books/Publications	75	-	0%		75	-
523640	Computer Equip-Non Fixed Asset	4,120	974	24%		3,799	321
523700	Office Supplies	4,500	2,174	48%		4,399	101
523760	Postage-Mailing	1,075	511	48%		881	194
523800	Printing/Binding	600	-	0%		600	-
523840	Computer Equipment-Software	2,300	108	5%		2,144	156
524560	Auditing and Accounting	7,030	1,649	23%	12	6,199	831
524900	GIS Services	1,635	1,125	69%	13	1,500	135
525020	Legal Services	130,000	27,392	21%	14	86,523	43,477
525140	Personnel Services	2,250	2,106	94%	15	2,061	189
525840	RCIT Device Access	4,695	2,432	52%	16	4,243	452
525850	RCIT Device Public	75	42	56%		56	19
526700	Rent-Lease Bldgs	114,170	85,624	75%	17	114,165	5
526910	Field Equipment-Non Assets	6,500	4,965	76%		5,228	1,272
527100	Fuel	17,000	7,183	42%		16,577	423
527780	Special Program Expense	3,000	1,557	52%		2,076	924
527840	Training-Education/ Tuition	525	403	77%		525	(0)
527980	Contracts	2,176,755	1,390,308	64%	18	1,953,744	223,011
528120	Board/Commission Expense	6,525	3,479	53%		6,139	386
528140	Conference/Registration Fees	680	176	26%		635	45
528900	Air Transportation	945	135	14%		580	365
528960	Lodging	1,430	241	17%		921	509
528980	Meals	1,215	168	14%		1,124	91
529000	Miscellaneous Travel Expense	75	29	39%		39	36
529040	Private Mileage Reimbursement	1,400	911	65%		1,215	185
529080	Rental Vehicles	300	21	7%		300	-
529500	Electricity	1,800	834	46%		1,727	73
Total Appropriation 2		2,545,870	1,563,385	61%		2,268,756	277,114
535220	Assessments & HOA	46,000	41,555	90%		43,355	2,645
Total Appropriation 3		46,000	41,555	90%		43,355	2,645
546320	Vehicles-Cars/Light Trucks	80,000	-	0%		78,000	2,000
Total Appropriation 4		80,000	-	0%		78,000	2,000
Total Expenditures		3,223,480	1,984,849	62%		2,918,556	304,924
Net Operating Position		\$ 147,000	\$ 1,459,964			\$ 1,488,233	\$ 1,341,233

Regional Conservation Authority
Budget vs. Actual Comparison as of March 31, 2018
Capital Projects Fund - 935201 Land Acquisition

REVENUE

Account	Account Description	Adjusted Budget	Actual	% of Actual to Budget	Note No.	Projection through 6/30/18	Positive (Negative) Variance with Budget
711040	Measure A-Local St & Rds	3,000,000	3,000,000	100%		3,000,000	-
722000	Participating Special Entities	1,845,705	1,387,705	75%	1	1,845,705	-
740020	Interest-Invested Funds	103,500	145,199	140%	2	193,599	90,099
751680	CA-Grant Revenue	1,077,000	-	0%		-	(1,077,000)
766600	Fed-Capital Grants and Contrib	2,000,000	-	0%		-	(2,000,000)
769240	Other Gov MSHCP Infrastructure	-	60,838	0%	4	60,838	60,838
769260	Other Gov MSHCP Civic Projects	-	75,929	0%	5	75,929	75,929
771410	Flood Control District	200,000	-	0%		-	(200,000)
777170	Development Mitigation Fees	10,500,000	9,824,462	94%	7	12,099,283	1,599,283
777600	TUMF Revenue-Developer Fees	700,000	750,000	107%		1,000,000	300,000
781220	Capital Contributions & Donations	3,764,000	3,768,300	100%	20	4,934,000	1,170,000
781360	Other Miscellaneous Revenue	15,000	116,004	773%	8	116,004	101,004
781850	Grants-Nongovernmental Agencies	301,333	301,333	100%	10	301,333	-
Total Revenue		\$ 23,506,538	19,429,770	83%		\$ 23,626,691	\$ 120,153

EXPENDITURES

510040	Regular Salaries	\$ 1,193,980	755,883	63%		\$ 1,027,844	\$ 166,136
510440	Annual Leave Buydown	53,030	31,142	59%		51,523	1,507
515200	Retiree Health Insurance	2,855	2,141	75%		2,855	-
518100	Budgeted Benefits	474,120	284,612	60%		399,483	74,637
Total Appropriation 1		1,723,985	1,073,778	62%		1,481,705	242,280
520200	Communications	2,050	988	48%		1,817	233
520270	County Delivery Services	35	-	0%		35	-
520320	Telephone Service	1,230	62	5%		1,083	147
520940	Insurance-Other	34,800	25,708	74%	11	34,277	523
521360	Maint-Computer Equip	34,440	24,127	70%		34,169	271
521540	Maint-Office Equipment	6,150	2,766	45%		5,688	462
521640	Maint-Software	9,595	4,374	46%		8,748	847
523100	Memberships	9,630	5,600	58%		5,600	4,030
523230	Miscellaneous Expense	11,395	4,417	39%		5,889	5,506
523620	Books/Publications	410	-	0%		-	410
523640	Computer Equip-Non Fixed Asset	7,745	3,211	41%		7,481	264
523660	Computer Supplies	2,460	-	0%		2,460	-
523680	Office Equip Non Fixed Assets	1,640	1,395	85%		1,560	80
523700	Office Supplies	8,200	2,686	33%		3,581	4,619
523760	Postage-Mailing	5,330	2,604	49%		4,472	858
523800	Printing/Binding	3,280	-	0%		3,280	-
523840	Computer Equipment-Software	2,200	588	27%		1,784	416
524560	Auditing and Accounting	121,960	51,971	43%	12	119,295	2,665
524900	GIS Services	8,940	6,150	69%	13	8,200	740
525020	Legal Services	1,000,000	269,698	27%	14	359,597	640,403
525140	Personnel Services	12,300	11,514	94%	15	11,514	786
525840	RCIT Device Access	25,665	13,294	52%	16	17,725	7,940
525850	RCIT Device Public	410	229	56%		305	105
526700	Rent-Lease Bldgs	166,110	124,578	75%	17	166,104	6
527780	Special Program Expense	16,400	8,512	52%		11,349	5,051
527840	Training-Education/Tuition	2,870	372	13%		496	2,374
527980	Contracts	560,660	367,815	66%	18	500,420	60,240
528120	Board/Commission Expense	35,670	19,018	53%		27,357	8,313
528140	Conference/Registration Fees	2,235	959	43%		1,279	956
528280	Imaging Supplies	2,500	984	39%		1,812	688
528900	Air Transportation	15,225	3,615	24%		7,820	7,405
528920	Car Pool Expense	500	-	0%		300	200
528960	Lodging	16,320	4,580	28%		11,107	5,213
528980	Meals	5,210	1,514	29%		4,819	391
529000	Miscellaneous Travel Expense	1,110	353	32%		971	139
529040	Private Mileage Reimbursement	5,900	3,784	64%		5,045	855
529080	Rental Vehicles	400	117	29%		234	166
Total Appropriation 2		2,140,975	967,583	45%		1,377,673	763,302
532600	Principal Payment	1,000,000	1,000,000	100%		1,000,000	-
534000	Interest Notes-Warrants	75,000	42,125	56%	19	56,167	18,833
Total Appropriation 3		1,075,000	1,042,125	97%		1,056,167	18,833
540040	Land	18,530,578	8,620,511	47%	20	19,430,761	(900,183)
540060	Improvements-Land	30,000	-	0%		15,000	15,000
546140	Equipment-Office	6,000	5,428	90%		5,428	572
Total Appropriation 4		18,566,578	8,625,939	46%		19,451,189	(884,611)
Total Expenditures		23,506,538	11,709,425	50%		23,366,734	139,804
Net Operating Position		\$ -	\$ 7,720,345			\$ 259,957	\$ 259,957

Regional Conservation Authority
Notes to Financial Reports
As of March 31, 2018

	Operations	Land Management and Monitoring	Land Acquisition	Total RCA
REVENUES:				
1) Participating Special Entities:				
Southern California Edison-West of Devers	\$100,865	\$445,175	\$1,387,705	\$1,933,745
	<u>\$100,865</u>	<u>\$445,175</u>	<u>\$1,387,705</u>	<u>\$1,933,745</u>
2) Interest from Riverside County Treasurer Pool Investment Fund:				
1st quarter interest at 1.2%	\$27,567	\$27,782	\$40,848	\$96,196
2nd quarter interest at 1.3%	32,610	32,599	50,903	116,112
3rd quarter interest at 1.5% (Estimated)	34,228	34,276	53,448	121,952
Total Interest	<u>\$94,405</u>	<u>\$94,657</u>	<u>\$145,199</u>	<u>\$334,260</u>
3) Rent revenues from the following sources:				
Goodhart		\$3,870		
KCAA Radio		5,700		
Archery Club		2,250		
Cell Tower Lease		42,122		
Lockheed Lease		750		
Beekeepers		4,410		
Total Rent		<u>\$59,102</u>		
4) Infrastructure contributions from member agencies:				
City of San Jacinto - Cawston Ave. Paving Project	\$18,019			\$18,019
City of Murrieta - Whitewood Road Improvement	58,936			58,936
City of Murrieta - Madison Ave. Improvement Project	59,345			59,345
City of Temecula - Overland Drive Extension	21,968			21,968
City of Perris - Harley Knox Blvd Imprv			\$60,838	60,838
Total Infrastructure	<u>\$158,268</u>	<u>-</u>	<u>\$60,838</u>	<u>\$219,106</u>
5) Civic contributions from member agencies:				
City of Menifee - Fire Station #7	\$14,102			\$14,102
City of Perris - Mercado Park			\$14,909	14,909
City of Perris - Patriot Park			61,020	61,020
Total Civic	<u>\$14,102</u>	<u>-</u>	<u>\$75,929</u>	<u>\$90,032</u>
6) Contributions from Riverside County Flood Control:				
Corona Drain Line 52	\$52,518			
Moreno Valley Sunnymead MDP Line H Project	35,114			
Norco Minor Drain Imprv Line N7 Proj	21,188			
Total Flood Control	<u>\$108,820</u>			

Regional Conservation Authority
Notes to Financial Reports
As of March 31, 2018

Operations	Land Management and Monitoring	Land Acquisition	Total RCA
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REVENUES (Continued):

7) Mitigation fees through 03/31/18 are as follows:

City of Banning	\$5,127
City of Beaumont	494,423
City of Calimesa	40,620
City of Canyon Lake	28,434
City of Corona	262,474
City of Eastvale	119,253
City of Hemet	22,566
City of Jurupa Valley	1,252,263
City of Lake Elsinore	185,942
City of Menifee	1,088,038
City of Moreno Valley	2,082,123
City of Murrieta	759,036
City of Norco	12,059
City of Perris	366,085
City of Riverside	362,246
City of San Jacinto	295,006
City of Temecula	235,309
City of Wildomar	183,863
County of Riverside	2,029,593
Total Mitigation	\$9,824,462

8) Miscellaneous Revenues were received as follows:

Deposit Agreements	\$ 102,029	\$ 102,029
City of Perris reimbursement fees	8,404	8,404
Total Miscellaneous Revenues	\$0	\$116,004

9) RCA receives \$1.50 per ton for the out-of-county tonnage. In addition, RCA receives a maximum of \$400,000 annually for the in-county tonnage.

	Tonnage	\$1.50 per ton
July 2017	194,225	\$291,338
August 2017	220,921	331,382
September 2017	203,312	304,968
October 2017	211,359	317,038
November 2017	204,207	306,310
December 2017	209,956	314,934
January 2018	222,960	334,440
February 2018	181,823	272,735
March 2018 (Estimated)	181,823	272,735
In-County Contribution		100,000
	1,830,586	\$2,845,879

10) Grants: Nongovernmental Agencies

Rivers & Lands Conservancy	\$301,333
Total Grants: Nongovernmental Agencies	\$301,333

Regional Conservation Authority
Notes to Financial Reports
As of March 31, 2018

	Operations	Land Management and Monitoring	Land Acquisition	Total RCA
EXPENDITURES:				
11) Insurance provided by SDRMA:				
General & Property	\$897	\$4,629	\$25,708	\$31,234
Vehicle Insurance		4,770		4,770
Total Insurance Nine Months	\$897	\$9,400	\$25,708	\$36,004
12) Auditing and Accounting consists of the following:				
Brown, Armstrong Accountancy Corp	\$4,750	\$1,275	\$49,925	\$55,950
County Auditor-Controller's Office	75	374	2,046	2,495
Total Auditing and Accounting	\$4,825	\$1,649	\$51,971	\$58,445
13) GIS Services				
Digital Globe	\$225	\$1,125	\$6,150	\$7,500
Total paid for GIS Services	\$225	\$1,125	\$6,150	\$7,500
14) Legal Services as follows:				
Best, Best and Krieger	\$18,477	\$27,392	\$269,698	\$315,567
Total Legal Services	\$18,477	\$27,392	\$269,698	\$315,567
15) Personnel services by County Human Resources:				
Approx \$1,080 per employee annually	\$421	\$2,106	\$11,514	\$14,042
16) RCIT Device Charges				
RCIT Monthly \$1,801	\$486	\$2,432	\$13,294	\$16,212
Total Charges	\$486	\$2,432	\$13,294	\$16,212
17) Rent & lease building cost:				
RCA office monthly rent \$16,880	\$4,558	\$22,789	\$124,578	\$151,925
Monitoring office monthly rent \$6,982		62,835		62,835
Total Rent	\$4,558	\$85,624	\$124,578	\$214,760
18) Contract services are as follows:				
Dudek	\$210,657	\$6,879	\$41,189	\$258,724
Economic & Planning Systems	1,723	8,613	47,082	57,417
EDA Real Estate Services		45,608	84,785	130,393
Geographics	107	536	2,930	3,574
Hogan Lovells			112,500	112,500
Kadesh			\$52,500	\$52,500
OPR Communications*			15,000	15,000
Parks & Open-Space Dist.-Land Mgmt.		672,223	6,300	678,523
Thomas Mullen (Reimbursable Expenditures)			5,529	5,529
SAWA		656,449		656,449
Total Contracts	\$212,486	\$1,390,308	\$367,815	\$1,970,609

* Contracts approved under Executive Director Authority.

Regional Conservation Authority
Notes to Financial Reports
As of March 31, 2018

Operations	Land Management and Monitoring	Land Acquisition	Total RCA
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EXPENDITURES (CONTINUED):

19) Interest to Riverside County on Loan	
Interest rate at average 2017 Treasurer Pool Investment rate of 1.1%	\$42,125
20) Land acquisition costs are as follows:	
Properties donated to the RCA:	
Cornerstone Donation	\$1,190,000
Washington St Conservation Easement	546,300
Bennecke Donation	142,000
Higgins Donation	200,000
Toscana Donation	800,000
Henry Conservation Easement	545,000
Spring Mountain Ranch (PA5)	55,000
La Laguna Donation	290,000
Subtotal Donated Properties	\$3,768,300
Properties acquired:	
Katz Property	146,140
Bechtel Property	321,241
Allred Property	171,791
Bennecke Property Purchase	778,874
Tuscany Hills Phase 1	109,556
Percival Property	347,369
Henry Property Purchase	785,780
Melmoth Property	154,218
Miller J Property	99,445
Miller F Property	89,404
Guzman Property	149,090
City of Perris Exchange	148,000
Chard Property	63,255
Skorpanich Property	80,739
Shamblem Property	424,064
Pena Property	551,103
Consultants Costs:	
EDA Real Estate Services	382,363
Parks & Open-Space Dist.	7,957
Inland Empire Consultants*	8,000
Michael Francis*	6,500
Jones Roach & Caringella*	20,000
EEI*	3,900
Other Charges	3,421
Total Land Acquisition Costs	\$8,620,511

* Contracts approved under Executive Director Authority.

AGENDA ITEM NO. 8.2
ATTACHMENT 4

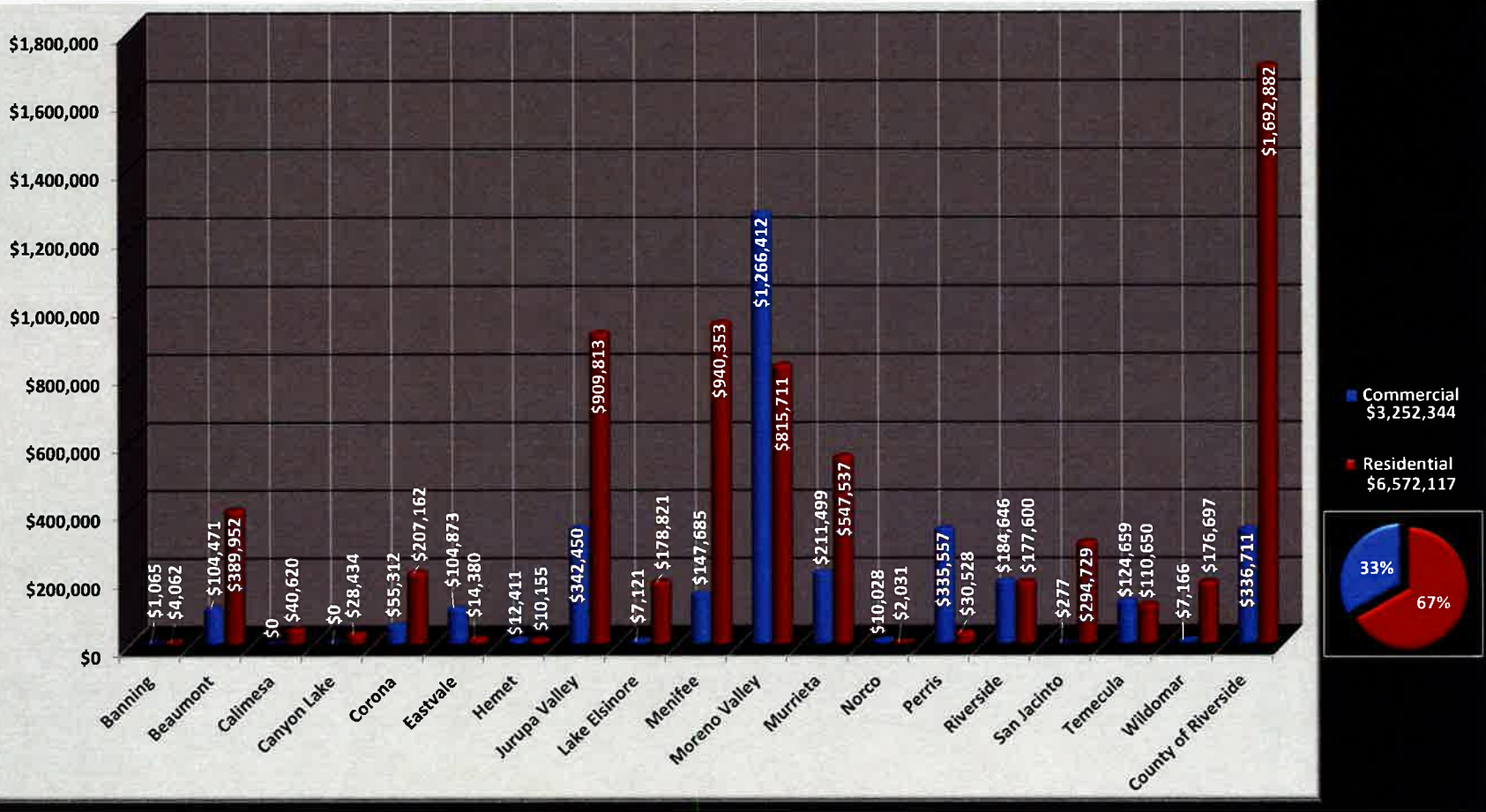
MSHCP Fee
Collection Report

REGIONAL CONSERVATION AUTHORITY
MSHCP MITIGATION FEE COLLECTIONS BY MEMBER AGENCY
FISCAL YEAR 2018

BASED ON ACCRUAL BASIS (Month reported by City)

COUNTY AND CITIES:	JUL 2017	AUG 2017	SEP 2017	OCT 2017	NOV 2017	DEC 2017	JAN 2018	FEB 2018	MAR 2018	TOTALS FY 2018	PERCENT OF TOTAL
CITY OF BANNING	\$ -	\$ -	\$ -	\$ 761	\$ 2,031	\$ 2,335	\$ -	\$ -	\$ -	\$ 5,127	0.1%
CITY OF BEAUMONT	-	72,165	32,496	99,519	26,403	75,147	99,519	26,420	62,753	494,423	5.0%
CITY OF CALIMESA	-	-	30,465	8,124	-	-	-	-	2,031	40,620	0.4%
CITY OF CANYON LAKE	-	2,031	2,031	6,093	4,062	2,031	4,062	8,124	-	28,434	0.3%
CITY OF CORONA	23,508	186,852	-	2,031	2,031	10,155	31,804	-	6,093	262,474	2.7%
CITY OF EASTVALE	-	-	-	-	-	-	23,383	5,200	90,671	119,253	1.2%
CITY OF HEMET	6,093	-	12,411	-	-	-	-	-	4,062	22,566	0.2%
CITY OF JURUPA VALLEY	52,806	183,887	156,145	73,116	138,108	97,413	81,240	134,007	335,542	1,252,263	12.7%
CITY OF LAKE ELSINORE	26,403	40,620	20,310	31,493	-	22,341	8,124	-	36,651	185,942	1.9%
CITY OF MENIFEE	96,565	60,930	111,774	142,170	201,449	47,577	86,961	153,759	186,852	1,088,038	11.1%
CITY OF MORENO VALLEY	63,546	77,645	163,768	609,202	73,589	87,333	186,631	590,923	229,488	2,082,123	21.2%
CITY OF MURRIETA	8,435	2,031	-	46,419	551,608	113,251	37,292	-	-	759,036	7.7%
CITY OF NORCO	-	2,031	10,028	-	-	-	-	-	-	12,059	0.1%
CITY OF PERRIS	-	2,031	7,997	157,131	-	10,855	2,031	161,771	24,268	366,085	3.7%
CITY OF RIVERSIDE	40,852	126,013	12,147	70,579	44,576	10,560	11,131	24,372	22,017	362,246	3.7%
CITY OF SAN JACINTO	46,713	51,009	46,713	6,093	26,680	24,372	-	32,496	60,930	295,006	3.0%
CITY OF TEMECULA	51,579	36,098	-	37,820	10,976	20,310	30,465	-	48,061	235,309	2.4%
CITY OF WILDOMAR	-	17,967	30,777	21,383	18,279	14,217	40,620	12,186	28,434	183,863	1.9%
COUNTY OF RIVERSIDE	283,561	166,032	175,473	361,725	213,799	52,495	345,866	294,564	136,077	2,029,593	20.7%
TOTAL COUNTY AND CITIES	\$ 700,061	\$ 1,027,342	\$ 812,535	\$ 1,673,659	\$ 1,313,590	\$ 590,393	\$ 989,129	\$ 1,443,822	\$ 1,273,930	\$ 9,824,462	100.0%
OTHER											
FLOOD CONTROL	\$ -	\$ -	\$ 87,632	\$ 21,188	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 108,820	26.0%
OTHER GOV MSHCP INFRASTRUCTURE	18,019	-	-	118,282	-	-	21,968	-	60,838	219,106	52.4%
OTH GOV MSHCP CIVIC PROJECTS	14,102	-	-	-	-	-	-	-	75,929	90,032	21.5%
TOTAL OTHER	\$ 32,121	\$ -	\$ 87,632	\$ 139,469	\$ -	\$ -	\$ 21,968	\$ -	\$ 136,767	\$ 417,957	100.0%
GRAND TOTAL	\$ 732,182	\$ 1,027,342	\$ 900,167	\$ 1,813,129	\$ 1,313,590	\$ 590,393	\$ 1,011,097	\$ 1,443,822	\$ 1,410,697	\$ 10,242,419	

**Fiscal Year 2018
MSHCP Development Mitigation Fee Revenues
July 1, 2017 through March 31, 2018**



AGENDA ITEM NO. 8.3

**FISCAL YEAR 2018
THIRD QUARTER
CONSULTANT REPORTS**

Regional Conservation Authority

**FISCAL YEAR 2018 THIRD QUARTER
CONSULTANT REPORTS**

Staff Contact:

**Charles Landry
Executive Director
(951) 955-9700**

Background:

Attached are the Fiscal Year 2018 Third Quarter Consultant Reports for Dudek, Geographics, Kadesh & Associates, LLP, Riverside County Regional Parks and Open-Space District, Santa Ana Watershed Association, and Douglas P. Wheeler – Hogan Lovells, US LLP.

Executive Committee and Staff Recommendation:

That the RCA Board of Directors receive and file the Fiscal Year 2018 Third Quarter Consultant Reports.

Attachments:

Fiscal Year 2018 Third Quarter Consultant Reports –

- 1) Dudek
- 2) Geographics
- 3) Kadesh & Associates, LLP
- 4) Riverside County Regional Parks and Open-Space District
- 5) Santa Ana Watershed Association
- 6) Douglas P. Wheeler, Hogan Lovells, US LLP

AGENDA ITEM NO. 8.3
Attachment 1

Dudek

**CONSULTANT REPORT
DUDEK
FISCAL YEAR 2018 THIRD QUARTER REPORT**

Report Covers Period: 01/01/18 to 03/31/18

Services Provided During Current Work Period:

Joint Project Reviews

As part of our ongoing duties related to MSHCP implementation for the RCA, Dudek continued to provide review of biological reports, analysis and submittals related to Joint Project Reviews (JPRs) submitted by Permittees. Dudek reviewed and completed multiple JPRs for Permittees during this reporting period.

Permittee Trainings and Support

Dudek assists the RCA in providing training and support to Permittees on MSHCP implementation. These training sessions are provided once or year or upon request and include an overview of the MSHCP, RCA responsibilities, Permittee Responsibilities, rough step, JPR process, required surveys and mitigation, CEQA documents, changes to the MSHCP, reserve lands, and the Wildlife Agencies' role. Discussion of circumstances unique to each Permittee is also provided in the training. Trainings sessions were held for Permittees and Consultants during the fourth quarter (Q4) of 2017 on April 10 and April 17, respectively. The next Permittee Training is scheduled during the fourth quarter (Q4) on April 9, 2018, with the Consultant Training tentatively planned in the Fall 2018, outside of their busiest time of year (i.e., outside of the biological survey season).

Monthly meetings with the Riverside County Environmental Programs Department (EPD) are ongoing. These meetings are a forum to discuss upcoming or ongoing County HANS/JPRs, conservation criteria, and other Permittee requirements to facilitate MSHCP consistency. Meetings with EPD this quarter were held January 3, February 7, and March 7, 2018. Notable projects and issues discussed included the illegal sandbag operation and surrounding Temescal Wash area and a tributary, the proposed Lakeside (Lee Lakes) project, depicting avoidance areas on County Intake Maps, JPR 15-01-14-01 Agencies' comment letter, removal of the RCIP Generator, future JPR on APN 927-380-020 off CA-79, Walker Hills Criteria Refinement, Walker Hills TTM 35459, Sukut (Prado Raceway) Criteria Refinement, Spencer's Crossing fencing, unauthorized dumping on Domenigoni land, JPR 17-10-02-01 Agencies' comment letter, future JPR for proposed wine tasting room in the Lake Skinner area, and other upcoming JPR submittals.

Three additional separate meetings were held with RCA, Dudek, Permittees and/or applicants and their consultants: 1) County EPD and Webb on January 22, 2018 to discuss issues associated with the Proposed Constrained Linkage 17 Criteria Refinement; 2) Tom Searles (applicant) and MIG (consultant) on February 5, 2018 to discuss the Riverside Mining property and the proposed Insurance Auto Auction project; and 3) City of Hemet and consulting staff to discuss Warren Road

improvements, minor amendment for a road exchange, and the proposed Hemet Marketplace and Rancho Diamante projects.

Dudek staff continued to provide ongoing support and attended meetings with Permittees on MSHCP implementation and compliance questions. Dudek fields questions on an ongoing basis related to either new projects or ongoing projects, both inside and out of the criteria area.

Wildlife Agency Coordination and Meetings

Dudek attended three monthly meetings with U.S. Fish and Wildlife Service (USFWS) and California Department of Fish and Wildlife (CDFW) staff hosted by the RCA. Duties included coordinating with attendees and review of materials ahead of the meeting. Meetings with the Wildlife Agencies this quarter were held on January 18, February 15, and March 15, 2018. Projects and issues discussed included upcoming Eastern Municipal Water District water tank PSE submittal, Salt Creek Trail mitigation, Arcon Homes, Market Street Bridge, Walker Hills Criteria Refinement Meet and Confer, Gilman Springs Road culvert survey, Cajalco Road widening, Agua Mansa Commerce Park, Lewis Group burrowing owl relocation, Lockheed Martin Site 1 (Potrero) PSE and take for Stephens' kangaroo rat, Nichols Mine Expansion, and JPR 17-10-02-01 specific to Proposed Constrained Linkage 18 conservation goal.

Pre-Application Meetings

Dudek also attended three Pre-Application Meetings with the U.S. Army Corps of Engineers, Regional Water Quality Control Board, CDFW, and USFWS staff. Projects represented by Permittees and/or the project representatives are presented for consideration. The various regulatory agencies and RCA discuss, review, and seek solutions to issues related to permitting and MSHCP compliance. The review and analysis presented in these meetings is often subject to MSHCP Consistency review which is part of Dudek's role with the RCA. Meetings with the regulated waters Permitting Agencies this quarter were held on January 10, February 14, and March 14, 2018. Projects and issues discussed included Wildomar Crossings, Hamner Avenue Bridge, Santa Ana River Trail, Rio Vista, San Geronio Crossing, Jurupa Valley Mitigation Bank, Lake Elsinore Mitigation Bank, and Bundy Canyon APN 267-250-007 for gas development.

Also in this reporting period, Dudek provided documentation and support to CDFW and USFWS related to ongoing projects and questions on MSHCP implementation.

Participating Special Entities

Dudek staff provided support and coordination related to pending and existing PSEs. Dudek remains involved in all processing of Southern California Edison (SCE) PSE application reviews, including follow-up on conditions required of the West of Devers System Upgrade Project (WODUP). Conditions include finalizing riparian/riverine mitigation and replacement of Additional Reserve Lands (ARL) and Public/Quasi-Public (PQP) lands. Coordination between Dudek and SCE is ongoing to help with their questions regarding revised reports and mitigation. Dudek also assisted with SCE's Valley South System Project and follow-up coordination regarding the Wildlife Agencies' comment letter.

Lockheed Martin Corporation (LMC) submitted two PSE applications on December 13, 2016, one for remediation at Site 1 Potrero Canyon and the other for remediation at Site 2 Laborde Canyon. Since that time, the Site 2 Laborde PSE process has been completed. A revised PSE application package for Site 1 Potrero was submitted on December 15, 2017. After LMC and consultant staff attended the RCA and Wildlife Agencies Monthly Meeting on March 5, 2018, most outstanding issues were resolved, and revised documentation is anticipated to be submitted in April 2018.

RCA and Management Support

Dudek staff provided various forms of analysis and provided staff support by attending meetings, conference calls and conducting research via email related to ongoing and past projects. During this reporting period, Dudek was involved in discussions on various projects, as described above. Dudek is also assisting RCA management in the training of staff relative to JPR processing.

AGENDA ITEM NO. 8.3
Attachment 2

Geographics

**CONSULTANT REPORT
GEOGRAPHICS
FISCAL YEAR 2018 THIRD QUARTER REPORT**

Report Covers Period: 1/1/18 – 3/31/18

Services Provided During Current Work Period:
Public Information and Branding Services

Branding Services:

Geographics revised and updated the main RCA brochure, "What is RCA?" and printed 750 brochures.

AGENDA ITEM NO. 8.3
Attachment 3

Kadesh & Associates, LLP

**CONSULTANT REPORT
KADESH & ASSOCIATES
FISCAL YEAR 2018 THIRD QUARTER REPORT**

Report Covers Period: 1/1/18 – 3/31/18

Services Provided During Current Work Period:

- 1- Budget and Appropriations for FY2018;
- 2- Participation in national HCP coalition DC fly-in;
- 3- Pursuit of lifting of Sec. 6 \$2m cap; and
- 3- Pursuit of Refuge legislation.

Legislation and Issues:

For the Third Quarter of WRCRCA's FY18 ongoing focus of the RCA and HCP Coalition activities continued to be on robust funding of relevant habitat programs and the successful rollout of the WIFIA program by the EPA which includes a drought resiliency provision designed by the RCA, as well as exploration of National Wildlife Refuge system. Specifically, the lifting of Sec. 6 \$2m "cap" was a specific goal (which was achieved).

January –

The Senate was in session for all five weeks of January. The House was in session for three of the weeks. January was dominated with a budget impasse leading to the expiration of the Continuing Resolution on January 20 and a three-day federal government shutdown. Budget negotiations broke down over the issues of how to resolve the DACA issue and questions over the amount of funding for and nature of border security features. The government operated on another CR which expired on February 8, 2018. The Omnibus remained unresolved (the Senate and House did not establish a joint overall budget topline so did not commence/complete their FY18 appropriations business).

The other relevant event in January was the release/leak of a six-page outline of the Administration's Infrastructure package. Quick analysis found much promising programmatic potential, but no specific funding sources were identified. The proposal was lacking in the specific mention of mitigation.

Congressional leaders pursuing a deal to lift budget limits on defense and domestic spending and address the DACA issue faced a February 8, 2018 deadline that may have forced them to seek yet another a stopgap funding measure to avert a second election-year government shutdown.

President Trump's FY19 budget was sent to Congress one week later than initially planned due to recent govt shutdown. The date of release was February 12.

February -

Both the House and Senate were in session for just over two weeks in February. February was dominated with the rollout of the President's FY19 Budget on February 12, a two-year budget and appropriations deal and continued discussion of the infrastructure package.

Infrastructure:

On the last day of the month the leader of the Transportation and Infrastructure Committee Chairman Bill Shuster (R-PA) said he hopes to pass a bill before Congress leaves Washington for its August recess, and if not, an option may be to vote after the election. "We haven't passed anything in a lame-duck recently," Shuster, a Pennsylvania Republican, told reporters after speaking at a conference held by the American Association of State Highway and Transportation Officials. "Nothing is easy in Washington, D.C." Shuster's comments followed statements by second-ranking Senate Republican John Cornyn of Texas and Senate Commerce Chairman John Thune of South Dakota casting doubt on whether the chamber will have time to pass a bill this year. The legislative process is just beginning as the Senate Environment and Public Works Committee was set to hold a hearing on Trump's plan with Transportation Secretary Elaine Chao. Shuster said the Highway Trust Fund, which uses mostly federal gas taxes to help pay for road, bridge and transit projects, is set to become insolvent by 2021 without additional money. If no action is taken to increase funding -- Shuster supports raising the gas tax for the first time since 1993 -- he said lawmakers will suffer politically if projects back home are stalled as a result.

The White House released Trump's long-awaited infrastructure plan on Feb. 12, a 53-page document meant to be the outline for legislation and the starting point for negotiations with lawmakers on the details. Trump surprised a group of lawmakers on Feb. 14 by saying he would support a 25-cent-per-gallon increase in federal gasoline and diesel taxes. Some Republicans downplayed those remarks, but White House officials said the president hadn't ruled out the option.

Budget/Appropriations/Debt:

Congress still had to complete and vote on a FY18 Omnibus budget package by March 23, and the House and Senate were tied up by debates on immigration and guns without a resolution. Lawmakers also were turning attention to their re-election campaigns before the November congressional elections, which will decide control of Congress. *On February 8 the House and Senate cleared a new, two-year budget cap, a one-year resolution of the debt limit and passed another Continuing Resolution (CR) for government funding through March 23 which also extended spending caps would by about \$300 billion over two years.*

The measure also:

- Suspended the debt limit for about one year.
- Provided \$84 billion for disaster relief and provide tax relief for wildfire victims.
- Extended the Children's Health Insurance Program an additional four years.
- Repealed a Medicare cost-control panel known as the Independent Payments Advisory Board.
- Renewed a litany of expired tax provisions.
- Increased support for cotton and dairy producers by modifying agriculture programs.

The limit on federal borrowing would be suspended through March 1, 2019. Suspending the current limit would enable the U.S. government to continue to borrow money to pay its bills. Once the limit comes back into effect it would reflect all outstanding U.S. debt as of that date. (The limit came back into effect on Dec. 8, 2017 at which point the U.S. had about \$20.5 trillion in outstanding debt.)

Disaster Aid:

The measure provided about \$84.3 billion in emergency supplemental funding for hurricane and wildfire relief efforts. That would be about twice as much as the White House requested in November and would omit the administration's proposed spending offsets. It is also \$3.33 billion more than provided in a disaster aid package (H.R. 4667) that the House passed 251-169 on Dec. 21. The measure increased the Medicaid funding cap for Puerto Rico and the U.S. Virgin Islands by as much as \$4.94 billion from Jan. 1, 2018, through Sept. 30, 2019, and waived local cost-sharing requirements. The bill's emergency funding will be the largest standalone total ever appropriated for disaster relief. The measure would provide several forms of tax relief to individuals and businesses affected by the California wildfires, which would be similar to the relief provided to hurricane victims in Florida, Puerto Rico, Texas, and the U.S. Virgin Islands in September under Public Law 115-63. The relief would apply to any area of California where the president had declared a major wildfire disaster from Jan. 1, 2017, through Jan. 18, 2018. The measure would modify several retirement account rules for individuals in areas affected by the California wildfires. It would allow them to:

- Take temporary withdrawals or loans of as much as \$100,000 from their retirement accounts without penalty. Withdrawals would be treated as a tax-free rollover if repaid within three years.

- Pay back loans that were already outstanding over an extra year if the repayment date was from Oct. 8, 2017, through Dec. 31, 2018.

- Recontribute withdrawals they took out for homes in the wildfire areas if they didn't ultimately buy or construct them.

March -

Both the House and Senate were in session for four of the five weeks in March. March was dominated with the release and passage of the FY18 Appropriations Omnibus. H.R. 1625 passed the House on March 22 by a vote of 256-167 and the Senate on March 23 by a vote of 65-32 and was signed into law by President Trump on March 23, 2018 (Public Law 115-141). The \$1.3 trillion omnibus spending measure will boost funding for defense and domestic programs. The measure is consistent with the two-year budget caps deal reached in February (Public Law 115-123) which allowed for \$80 billion more in defense spending and \$63 billion more for nondefense programs. The measure will allocate \$78.1 billion for Overseas Contingency Operations (OCO) funding that doesn't count toward the caps.

Sec. 6 Grants:

2018 Omnibus Appropriations - Fiscal 2018 Cooperative Endangered Species Conservation Fund funded at \$53.495 million, as Traditional Grants to States: \$12.508 million; HCP land acquisition grants: \$19.638 million; HCP planning: \$7.485 million; Recovery land acquisition: \$11.162 million; Administration: \$2.702 million. Same total as in FY 2017. The two land acquisition subaccounts are the same amount as in FY 2017. HCP planning is less (was \$9.485 million), with \$2 million moved to traditional grants to states.

Infrastructure:

Infrastructure programs got a \$21.2 billion boost in the fiscal 2018 omnibus appropriations law, following a push from the administration to make them a priority. The measure (Public Law 115-141) topped up existing grant and loan programs, and created new discretionary grants for airports, transit, and highways. Lawmakers didn't adopt many of the administration's requests. Instead of eliminating Transportation Investment Generating Economic Recovery (TIGER) grants, the omnibus tripled them, to \$1.5 billion. It also added \$300 million to the Community Development Block Grant for economic development, which the president's budget sought to

terminate. The Transportation Department's discretionary appropriation for fiscal 2018 is 41 percent greater than fiscal 2017, including: \$3.5 billion for highways and \$3.1 billion for rail infrastructure. Spread among several agencies is \$1.4 billion for water infrastructure. The Transportation department will receive \$86.2 billion in total budgetary resources -- \$27.3 billion is discretionary appropriations, remainder is from trust funds: Discretionary funding is \$7.93 billion more than fiscal 2017.

Other Infrastructure Increases –

- Multimodal TIGER grants for surface transportation received \$1.5 billion, previously funded at \$500 million and the Administration proposed eliminating them: 30 percent must be directed to rural areas and Administration can't use federal funding share as award criterion.
- Community Development Block Grants received a \$300 million increase, to \$3.3 billion. The administration proposed eliminating the HUD program that funds economic development.
- \$600 million for a new broadband loan and grant pilot program at USDA.
- Extra \$1 billion for infrastructure provided through departments of Commerce and Justice, as well as NASA and the National Science Foundation.
- Extra \$2.8 billion for Veterans Affairs Department facility construction and maintenance.

Outlook –

Staff turnover in the Administration and challenging midterm elections set a meager legislative table for the rest of 2018. The courts have preserved the status quo for the Deferred Action for Childhood Arrivals (DACA) program, leaving little support for a major immigration overhaul. The House may move forward with a bill to provide regulatory relief from the Dodd-Frank financial law, but it is unclear whether there is support in the Senate. The House and Senate will move forward with the 12 annual appropriations bills for FY 2019, as well as a National Defense Authorization Act, but there is little appetite for a budget reconciliation bill, nor consensus on welfare overhaul. The Farm Bill is set to be reauthorized in 2018, which could attract some workforce development measures. Also possible is reauthorization of the Federal Aviation Administration. A major infrastructure bill faces an uphill climb.

Remaining Calendar for 2018:

July 30-Sept. 3	House summer recess
Aug. 4-Sept. 3	Senate summer recess
Sept. 30	Expiration of farm bill, VAWA domestic violence programs, and emergency health preparedness authorities
Oct. 1	Fiscal 2019 begins
Oct. 15-Nov. 12	House election recess
Oct. 27-Nov. 12	Senate election recess
Nov. 6	Election Day
Nov. 13	First day of congressional lame-duck session
Dec. 13	Scheduled House adjournment
Dec. 14	Scheduled Senate adjournment

Questions and Comments -

It is the pleasure of Kadesh & Associates to serve the RCA. If this report generates any questions, please direct them to Dave Ramey at 202-549-1519 or dave@kadeshdc.com.

Thank you.

###

AGENDA ITEM NO. 8.3
Attachment 4

Riverside County
Regional Parks and
Open-Space District

**CONSULTANT REPORT
RIVERSIDE COUNTY PARKS AND OPEN-SPACE DISTRICT
FISCAL YEAR 2018 THIRD QUARTER REPORT**

Report Covers Period: 01/01/2018 – 03/31/2018

Services Provided During Current Work Period:

144 Work Release Program hours were utilized during the Third Quarter of FY2018

Patrol/Access Control/Maintenance

General Administration

R. Rodriguez reviewed Riverside County Ordinance 925 as it applies to marijuana grows near conservation land. Marijuana grows are not permitted in unincorporated County within 1000 feet of parks, recreation areas and lands set aside for enjoyment and public rest. Definition does not include conservation land. There is a new grow adjacent to two sides of the Higgins Nuevo property (Lakeview Mtns).

The final inspection by County Building & Safety for the Bautista demolition was completed in February and the permit was signed off.

Staff returned from the 2018 Agricultural show with good information on fencing equipment and Field Safety on excavation procedures. A chainsaw was purchased at reduced price to replace a borrowed one.

D. McLain, J. Reinig, J. Sherrock attended Western Section of the Wildlife Society's Annual Conference in Santa Rosa Ca.

J. Reinig submitted final copy of Burrowing Owl Artificial Burrow Vacuum paper to the Wildlife Society to be published in June.

J Sherrock setup RCA drone and updated to the most recent firmware – good to go!

The 2016/17 Teledyne management report was completed by J. Reinig

Weed abatement herbicide has been ordered for the year for use on MSHCP property. A spraying program is scheduled to start in March.

Household supplies were ordered from County Purchasing for the quarter.

Replacement rear tires for the Kubota tractor have been ordered.

Patrol/Enforcement

Badlands HMU

Ranger staff worked OHV riders near the boundaries of Calmat and Schmelling. Riders were advised not to unload the bikes to ride private and conservation land. Several groups were turned away right after the March rains.

Cactus Valley HMU

McLaughlin property was patrolled this month by MSHCP staff. We are still discovering new bike trails that skirt the property. Ranger Garcia turned away a pair of riders this month that brought tools to continue a trail into the NW portion of the property.

Gavilan HMU

Staff investigated a report of overuse of herbicide near the east boundary of Casa Modelo. Report was of heavy herbicide use in The Farm neighborhood that could end up in the streambed on RCA property. The maintenance division of the Home Owners Association was contacted and agreed to reduce the amount of chemical herbicide sprayed if it might impact the streambed of RCA Casa Modelo property.

Ranger Chagolla spoke with John Roth regarding the OHV trespass issues. He still has OHV moving on to his property as they circumvent barricades on the RCA Roth parcel. We are adding a combo lock on the gates so that Mr. Roth can access his lower property area. We are still working together to minimize the issues. Mr. Roth may have to add his own fencing.

New properties in the Gavilan HMU were added to the routine patrols of Northpeak parcels, Ordonez, Roth, and Johnson.

San Jacinto HMU

R. Rodriguez made contact with the organizer of the annual off road motorcycle trail ride on the Soboba reservation. The February 18th ride skirts the EMWD conservation easements as it accesses Indian Creek Canyon trail. We discussed concerns of spectators in utility vehicles entering the San Jacinto river bottom easement areas. No trespassing issues were observed within the EMWD boundary. Ranger Garcia's presence was a big deterrent.

Ranger Garcia is working a breeched opening in the chain link fence on the river channel well west of Treatment Area A-B in EMWD conservation easement. Flood Control is being contacted for assistance. The fence opening is allowing four-wheel vehicles to enter the river bottom.

Ranger Garcia gave time for a homeless couple to move out of the EMWD river wash near the Treatment Area F location. They arrived there in March but hoped to move on. He made his rounds two weeks later and found they had left the area.

Overall, our locked gates, fencing, and barricades along EMWD, KHOV, SJRR and the easements looked intact and holding. Some OHV are still accessing from the church parking area

and from Soboba Reservation. EMWD's chain-link fencing to the west is being vandalized for large vehicle access on a weekly basis.

Staff checked on a report of homeless camps on the RCTC Hemet donation site. There was reported to be a camp in the storm canal prior to the rainstorm in the 2nd week of January. The canal was holding water at capacity mid-week with no sign of any camp.

Sage HMU:

Temecula Creek donation was patrolled for encampments in January. The fencing was cut and our signage was removed, but no sign of living areas found. Repairs were made. Staff patrolled Temecula Creek in February and did not find any sign of a reestablished homeless encampment.

No concerns were reported from patrol this month on United Five Star or Terra Investment properties.

A thorough inspection of Bell Weigle was completed in March. Extra time spent looking for bike trail issues to the west but inspection did not reveal any new issues. All three gates were secure and locked. Bell Weigle was patrolled once a week in January. Trash dumping near the boundary lines had been reported. A truck attempted to travel farther than usual along the eastern boundary trail above the water tower on Esplendida Way. A microwave range and household debris was dumped. All the gates were intact. Contacted BLM to help secure their eastern gate.

Ranger Garcia worked a homeless tent campsite found within the Brian Busch property. There were signs it was an active camp but no contact yet with any individual living there. The site was re-posted to vacate twice in the month. After three weeks the private property was gathered and stored at the Goodhart property. A phone number was left to make contact with us.

San Timoteo HMU:

Oak Valley/Jorge Godinez issues: An incident report was reviewed and readied to submit on the cargo container located abandoned on the perimeter of Oak Valley property. Photos and mapping were added. It appears the adjacent landowner, Jorge Godinez, who has been asked not to cross RCA land, left the container due to mechanical problems. UPRR Police told field rangers that they arrested 3 people associated with Mr. Godinez for crossing railroad tracks and causing damage to tracks. Staff was updated on the legal summons involving the Oak Valley property and asked not to have any discussion with anyone associated with the Godinez property.

R. Rodriguez sent a request for copies of reports on the Godinez storage container. No response from UPRR regarding the arrest of person's crossing over tracks to Godinez property. Calimesa PD clarified their "report number" as an "officer log" number. Calimesa PD did not complete an official report for the call. The "officer log" states that the officer responded to a dispatch call and no issues were found that warranted an official report.

Site inspection in February at the Hudson Live Oak property revealed that the neighbor crossed over the boundary. On the RCA property in the canyon behind his property we observed tracks from riding motorcycles. I left word with the owner and Ranger Chagolla made contact with the occupants with our concerns on the issue which they promised to correct. The neighbor was

made aware of ownership change and prohibition of OHV riding when Hudson property was purchased in August of 2016.

Neighbors of the Pecuniary property are addressing a homeless encampment issue near Redlands Blvd. It is in an old water basin that borders Moreno Valley and the county line on private property. We inspected the Pecuniary property boundary and saw no camps on the RCA land. Moreno Valley PD and County Code enforcement is involved.

No issues were reported from the scheduled mountain bike race in the Calimesa area on Saturday March 17th. Staff was diligent in talking with organizers prior to the scheduled event to avoid RCA lands. Rangers reported the bike group did divert to an alternate route.

Maintenance/ Fencing

Cactus Valley HMU

A vehicle went thru the Bautista property fencing along Bautista Canyon Road. Two fence sections were damaged for entry and exit. There was no attempt to go farther into the property. A motorcycle entered the property from the SE. They turned around at the front locked gate and left the way they entered. Fencing was repaired in January.

Tax Sale 2012 (Bautista Canyon) old trash dumping was removed from the property.

A. Salazar has been working on replacement fencing at the Goodhart property boundary. 100 ft. of old fencing with burned wooden fence poles was replaced.

Gavilan HMU

Debris pick up and signage was completed Katz property.

The fencing on Teleford\ Vista Avenue was reinforced with repair cable at the Northpeak #4 property.

The Ordonez mine shaft barricade has been reinforced to prevent individuals from squeezing into the mine shaft. In addition, staff has completed another 300 ft. of new fencing at the Ordonez property along Gavilan Road. Additional days were scheduled to finish clearing out heavy vegetation encroaching at Gavilan Road and installing wire.

Work has been started on grading the interior for Reynolds road. We need access to maintain the water guzzler on the property. Work was also done to block off a vehicle access road created to enter the Tri Valley property. Ranger Chagolla coordinated access with Elsinore Valley MWD.

MSHCP team re-installed the cable gate at the Northpeak #2 El Toro cutoff. Was hard work digging in rocky conditions. The access has been open for a couple of years as vandals continued to access the area.

Completed Johnson Mine closures to reduce the attractive nuisance and reduce liability of having exposed mine shafts on RCA property. The project included metal and cement barricades for 4 of 5 mine access points on the property. The former mines are to be posted as protected habitat areas for bats and other small mammals. A mapping document of the mine shaft work was

completed and patrols were done on the property on a bi-monthly basis. Equipment had to be walked down slope and back up to repair a closure created in 2008 by MSHCP staff.

San Jacinto HMU

Attempted to remove homeless sites from the EMWD conservation easement areas in January. The project was difficult because the trail into the area was too dry and sandy to keep the vehicles moving forward. The tractor was scheduled to complete the duty over a two week period. Staff did manage to remove 0.63 ton of household trash from underneath the river wash tree areas near area F.

Meniffee HMU

Winchester 700 Murrieta: Two days were spent by staff on post fire fencing repairs. The fence line was broken in multiple places along the north border - specifically where the bulldozer entered the property.

Bhathal property was inspected for access closure and signage. 54 feet of access was blocked off by steel vehicle guardrail. The guardrail was installed at the end of Scenic Ridge Drive. Preparations went well and no utility lines were interfered with.

Staff checked on the report of illegal dumping near a Winchester Road watershed in the MEN HMU. The site had signs posted with RCA information, however they were not RCA signs and were not on RCA land. Code Enforcement put a stop order on the fill dirt being deposited coming in to the private parcel.

Staff removed tumbleweeds from the Richmond American property after the rains moved through. This closes out the public call requesting work near an adjacent home. Staff made contact with the neighbor and found out the concern was with heavy growth along the sidewalk. The work was warranted so it was cleared out mechanically in one afternoon. Just less than half ton of Russian thistle was removed.

River HMU

Staff coordinated a site visit for the Henry property with Brian Beck. R. Rodriguez was able to find a contact within the City of Riverside to coordinate placement of an RCA lock on a gate protecting a communications tower on the UCR property to the west.

Teledyne: J. Reinig (with T. Graham from Monitoring Program) dug up, replaced, and fortified soil sensors due to suspicion of rodent gnawing which resulting in drained battery.

Sage HMU:

The Brian Bush property was surveyed in preparation for fence installation to protect the Temecula Creek area from heavy OHV use.

Staff planned and worked on the O'Connor/Dale Crisp property fence line in March. The onsite inspection proved that the original fencing is off-set into the Dale Crisp parcel. Ranger Garcia obtained permission to cross private property in order to travel directly to the work area. The plan is to remove the existing post and wire and to place segmented fencing 60 ft north. We plan on

making an obvious boundary line, without fencing the entire 1700 ft. The original fence line is under quite a bit of heavy vegetation. In addition, large boulders and deep gully directly in the path of the true line also make fencing the entire length difficult. The fencing is nearing completion and should be completed in April.

San Timoteo HMU:

Ranger Chagolla has been rebuilding vehicle barricades at TIM HMU. The Oak Valley property is better secured as more access points created by the Palmer Fire are being closed.

Habitat/Species Management

A skid 125 gal water tank with pump and motor was fabricated for placement into the bed of a full size truck. Unit was fabricated at half the cost of purchasing a commercial one. Initially the unit will be utilized for water guzzler filling and restoration planting.

J. Sherrock acquired 14 brown-headed cowbirds (BHCO) in traps at HDV, Temecula Creek and NRM Williams at the Multi-Species Reserve. Traps will be opened Monday 3/12. Ongoing care and trap checks. No new captures.

Badlands HMU

Calmat: Two Days (J. Reinig, S. Miller and one Work Release Program worker) string trimming standing dead tumbleweed to promote new herbaceous growth, and to facilitate potential herbicide application to new Russian thistle.

San Jacinto HMU

Burrowing Owl (BUOW) Translocations: Staff worked to assure enough hacking enclosures were complete and functional for a large translocation. This included purchase of tops from various suppliers across southern California, construction of 12 nest boxes and tunnels, the construction of 4 missing panels, and fortifying existing old enclosures. Six sets of burrows were dug and six hacking enclosures were installed at the Nuevo donation property. Care of 4 pairs and 2 single owls in the enclosures is ongoing. Herbicide application to fields was effective.

EMWD – Conduct photo point monitoring. No sign of OHV activity in Area F and all plants look healthy. Some active rodent burrows seen in the area.

Warren and Wilhelm: Photo monitoring - all photo points at Wilhelm in burned area.

Meniffee HMU

BUOW translocation: Two hacking enclosures were installed over existing artificial burrows at the McElhinney-Stimmel Property. One pair of owls was translocated to one of the enclosures. Care of the pair is ongoing.

McElhinney-Stimmel BUOW monitoring of existing owls. Peeper scoped all artificial burrows. At least 3 BUOW seen on site; possibly up to five including a possible new BUOW seen in the tunnel at AB05 with color band on left leg (in addition to the BUOW with Blue "27K" on right leg). During

two subsequent checks owls continued to be seen at the same three artificial burrows. Cameras were placed at these burrows as well as two natural burrows in the south with owl sign present.

Winchester 700 Murrieta restoration project on southern end of the property for old, closed-off mountain bike trails. Applied jute netting and used soil imprinters on two eroded hillside trails. J. Sherrock revisited the site with J. Burke and S. Miller and used tractor with gannon attachment to lightly rip soil (~2 inches). Seeded with seed collected from nearby (one full 5gal. bucket) – mainly *E. fasciculatum* with some *S. melifera* and *S. apiana*, then light raking.

Pool check at Anheuser Busch. Several inches of water, roughly 10m X 8m in size. Western toad tadpoles present. Adult spadefoot heard nearby.

La Paloma: Two days marking native plants and weedwacking restoration area. Mostly non-native grasses coming up, small amounts of star thistle and Russian thistle. Aerial photos taken with drone

El Sol BUOW monitoring. One day was spent peeper scoping all artificial burrows. Three owls seen on site. Several nest boxes/tunnels flooded from recent storm. This issue will be addressed once breeding season is over. During an additional AM check a pair was located at AB32. Lone owls were observed at AB13 and AB17 (both of which have zoo game cameras on them). Also a lone owl was observed at NB01. Lots of sign at AB02 and AB22. No owls seen to determine if they are banded.

Richmond America: checked on appropriateness of underpasses as wildlife corridors; underpasses completely inundated with shallow water in a natural channel up and down the stream of the underpasses.

River HMU

BUOW checks at Hidden Valley farm fields. One day peeping burrows and three additional checks turned up no sign of any owls. Also, string trimmed all artificial burrows.

Hidden Valley BHCO trapping is ongoing with no new captures

Ongoing restoration at Teledyne. Two days were spent harrowing created paths. Four additional days were spent hula-hoeing upper dunes of non-native forbs (mostly verbisina, but some mustard and horehound) with and without the help of WRP workers. Overall, mustard seedlings way down from previous years and from adjacent areas that have never been weeded. Also, visited photo stations monthly.

Sage HMU:

Ground truthed several additional properties for SKR management: Wilson Creek Mulder, United 5 Star (adjacent to Hwy 371), Gabrych, and Martin. Surprisingly good habitat, with opportunities for mowing in wetter years at U5S 371 – many active burrows; Gabrych also contains good habitat on top of the plateau with many active burrows. J. Sherrock will provide a more detailed write-up and plan.

BHCO trap placement and monitoring at WCB Easement/Temecula Creek. No new BHCO. One California Towhee as bycatch.

22 scrub oaks (*Q. dumosa* from the 91 Fwy project) were planted at Bell-Weigle in the canyon on the east side of the property to restore closed off mountain bike trails. Will monitor and give supplemental water as needed.

Winchester 700: Check on tamarisk removal efforts. Treated areas cut and/or sprayed 3-6 months ago. Southern portion of treated area has light regrowth. One portion in the southern area originally treated, then abandoned (regrowth here is in the 4-8 foot range).

One day and one evening where spent checking Terra Investors after rains for arroyo toads. None detected. However, breeding California and pacific chorus frogs where detected just off the property in a wetted section of Cahuilla Creek.

Santa Ana Mountains HMU:

Saddleback Munz's onion restoration site management. One day was spent removing a full Ford F550 truck-load of dead Russian thistle and non-native grasses with one WRP worker. Three days where spent weeding the area of non-natives, mostly Russian thistle. Some grasses and erodium desiccated across site before setting seed. Lots of blue dick emerged but no Munz's onion detected. Site photos were also taken.

Aquatic Invasive Removal/Turtle Trapping:

Ongoing telemetry of two tagged pond turtles in the Cornerstone property. Southern turtle has moved about 150 meters south of trapping location. Northern turtle has moved about 50 meters north of trapping location. Both turtles continue to be located on the property.

Fire Management/Weed Abatement

Weed abatement spraying is completed at the El Casco property. We included the western property fence line of the San Timoteo school house to reduce fire fuel there.

The Riverside Clark fence line is completed; we targeted tumbleweed growth near the road. We received an abatement notice for Riverside Clark due April 24th. The district mowing contractor was scheduled for April mowing of 4 parcels of Riverside Clark.

Stan continued to herbicide spray the hard to reach land on the Wolfskill Driscoll property on west boundary in the month of March.

Acquisitions

Initial Site Inspections:

RCTC Dilworth Donation: Pre-acquisition review; some issues with trash and missing witness markers. Nice vernal swells and some good rocky outcroppings.

Shamblin: Conducted pre-acquisition review. No major issues. Couple missing witness markers reported to Stephi.

Wolfe: Conducted pre-acquisition review. No major issues. Lone missing witness marker reported to Stephi. Established equestrian trails with signage come into the edge of the property from neighboring RCA conserved properties TNC Johnson and TNC Affordable housing.

Lin – Conducted pre-acquisition review. Property is adjacent to north border of Kramer. No major issues – several missing witness markers and some encroachment by neighbors. Communication with landowner, Al Aneiken, is neighbor to the north.

Pena: Second pre-acquisition review. Requested markers have been installed and no trash issues to report.

Rindahl: Pre-acquisition review. Some trash issues to report. Small stretch of French Valley Creek runs thru property, but majority of property is old, recently disked agricultural land. Dominated by London rocket and cheeseweed. Would be great candidate for CSS restoration.

Emerald Aliso: One parcel covered with eucalyptus, pines, and pepperwood trees (card on fence offered \$1,500 a piece for four pine trees). However most of property is old, recently disked agricultural land. Dominated by London rocket and cheeseweed. Would be great candidate for CSS restoration.

Cleveland: Pre-acquisition review. No trash or dumping found. Also, no witness markers found.

Chandlee: Pre acquisition review

Jackson: Pre-acquisition review - ~6 acres, almost contiguous with SRP to the north. CSS/chaparral mix with laurel sumac, white sage, mimulus, native bunch grasses.

IMER

Soboba Donation Phase 3 Initial Management Evaluation Report (IMER): inspected property for IMER and possible receptor site for San Bernardino Kangaroo Rat (SBKR). - fairly degraded habitat, but possible translocation area on the western bend of the “horseshoe” where there is some alluvial fan sage scrub (*E. fasciculatum*, *E. farinosa*, *L. squamatum*, and *Baccharis*) and native forb cover (*S. columbariae*) amongst sandy loam soils. Some active rodent burrows also detected in this general area.

AGENDA ITEM NO. 8.3
Attachment 5

Santa Ana
Watershed Association

CONSULTANT REPORT
SAWA – BIOLOGICAL MONITORING PROGRAM
FISCAL YEAR 2017/2018 THIRD QUARTER REPORT

Report Covers Period: 1/1/18 – 3/31/18

Services provided during current work period:

Biological monitoring surveys conducted:

- Carnivores via motion-triggered cameras in habitat linkages/Cores/corridors.
- Tricolored Blackbird habitat use at San Jacinto Wildlife Area (SJWA).
- Loggerhead Shrike via line transect surveys within suitable conserved habitat.
- California Gnatcatcher via area-constrained visual encounter surveys within suitable conserved habitat and nest monitoring.
- Quino checkerspot butterfly via grid-based visual encounter surveys at any conserved locations where the species has been observed historically.
- Herpetofauna survey scouting at newly acquired RCA properties.
- Targeted Engelmann oak and rainbow manzanita observations via area-constrained visual encounter surveys at conserved locations to determine the extent of the population.

Collaboration:

- Coordination continuing with CA Department of Fish and Wildlife staff at SJWA regarding management of the Tricolored Blackbird breeding and foraging habitat, along with some discussion on Burrowing Owl.
- Collaboration continuing with the state-wide Tricolored Blackbird Working Group.
- Collaborating with UCR Herbarium to catalog rare plant specimens to be submitted to the Consortium of California Herbaria.
- Assisting UCR Herbarium regarding collection of rainbow manzanita for a genetic study, which may determine whether the species is a hybrid of 2 other manzanita species.
- Collaborated with SAWA Wildlife Habitat Management Services on an invasives removal project at Chino Creek for the Inland Empire Utilities Agency on January 17. A total of 250 individual fish were caught in the one pond (large-mouthed bass, green sunfish, and bluegill), and over 250 bullfrog tadpoles.
- Collaborated with USGS on February 21 regarding California red-legged frog population at Whitewater. Two adult frogs were seen, but more are expected to be present.
- Collaborated with other wildlife organizations and agencies on current issues in a quarterly Southern California Native Freshwater Fauna Working Group meeting on February 27.
- Collaborated with other wildlife organizations and wildlife professionals at the Upper Santa Ana River HCP Stakeholder meeting on March 7, which focused on Santa Ana sucker habitat management in the Santa Ana watershed.
- Collaborated with other wildlife organizations and wildlife professionals in a Delhi Sands flower-loving fly Working Group meeting on March 12.
- Coordination continuing with agencies and volunteers regarding a management study of Brand's phacelia (*Phacelia stellaris*), a covered and narrowly endemic species, at an area along the Santa Ana River near Rancho Jurupa. A class of Moreno Valley College students assisted with surveys on March 26.

Accomplishments:

- Gathered useful data for carnivores (coyote, bobcat), Tricolored Blackbird, Loggerhead Shrike, California Gnatcatcher, Quino checkerspot butterfly, and rare plants, including Engelmann oak and rainbow manzanita.
- Hosted three monthly monitoring/management coordination meetings with local land managers and wildlife agency representatives.

Training

- Herpetofauna Taxa Lead attended the Amphibian Populations Task Force (APTF) Conference in Auburn, CA, January 11-13.
- Data Manager attended a Survey123 workshop at ESRI on January 19.
- Seven staff attended a vernal pool fairy shrimp training course in San Diego on January 29. Two of those staff stayed for the 2-day workshop afterwards.
- Botany Taxa Lead and one Field Biologist attended the California Native Plant Society Conference in Los Angeles from January 30 through February 3.
- Biologist Supervisor attended State of Biodiversity Symposium on February 20.
- Monitoring Program Administrator attended supervisor training on February 27.
- All Hands Meeting occurred on March 28: cleaned and checked vehicles, discussed survey and report status.

Status of Deliverables**2015**

- Species Occurrence Dataset: completed and submitted
- Survey Reports: completed and submitted
- Annual Report: completed and submitted

2016

- Species Occurrence Dataset: completed and submitted
- Survey Reports: completed and submitted
- Annual Report: completed and submitted

2017

- Species Occurrence Dataset: data certified by Data Manager for 16/20 datasets
- Survey Reports: 0/14 reports completed
- Annual Report: not completed

AGENDA ITEM NO. 8.3
Attachment 6

Douglas P. Wheeler
Hogan Lovells, US LLP



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Quarterly Contract Report

WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY

January-March, 2018

Change remains a constant with the new Administration, especially with regard to personnel in areas of particular interest to the Authority. Senior personnel continue to serve in an “acting” capacity, e.g., Greg Sheehan at the U.S. Fish and Wildlife Service, for which no permanent Director has been nominated, and in the office of the Assistant Secretary for Fish and Wildlife and Parks (FWS). Although Aurelia Skipwith has been serving as a Deputy in that office, no Assistant Secretary has been nominated for Senate confirmation. Jason Larrabee, a veteran of Capitol Hill, served briefly as Acting Assistant Secretary but resigned at the end of March. His successor as Acting Assistant Secretary is Susan Coombs, the former Texas Comptroller of Public Accounts. Coombs has been nominated to serve permanently as Assistant Secretary for Policy, Management and Budget but has not yet been vetted by the Senate. Environmentalists have objected to her “caretaker” assignment at FWS because of her record in Texas, which includes strong opposition to implementation of the Endangered Species Act.

There have been significant **changes of personnel on Capitol Hill**, as well. Senator Kamala Harris has relinquished her membership on the Committee on Environment and Public Works (EPW) in favor of a seat on the Judiciary Committee. The Authority thus loses a champion of its positions on matters of interest in this committee of jurisdiction, including implementation of the MSHCP and designation of a new national wildlife refuge. At the same time—and not coincidentally—the Senator’s staffer for EPW, Kevin Chang, has been replaced by “Ike” Irby, who holds a doctorate in marine biology. Your consultant met with them both on January 30 prior to Chang’s departure, and received assurances of continued support for the Authority’s legislative and policy agenda.

Foremost among those pending issues has been the unexplained **delay in announcement of section 6 grants for FY 2017**. Although these funds were appropriated to the Fish and Wildlife Service long before the close of FY 2017 on September 30 of last year, they have yet to be fully disbursed by the Service. One explanation of the delay has been a requirement of review by the new Administration for consistency with its policy priorities. Another has to do with uncertainty concerning appropriations for FY 2018 and to a reluctance to disburse prior year funding until it is known whether both budgets, when combined, will be sufficient to meet current obligations. In late March, following enactment of the “omnibus” appropriations bill for FY 2018, the Service began to announce grants for FY 2017. However, the Authority has yet to receive word concerning disposition of its application for \$2 million in support of the habitat acquisition program.

Given the importance of section 6 funding in carrying out the Authority’s acquisition program, considerable effort was expended during this quarter in obtaining release of the FY 2017 funds. Your

consultant worked with the National Habitat Conservation Planning Coalition to request relief from Secretary Ryan Zinke. In visits on Capitol Hill, your consultants—including Tom Mullen—made personal requests for assistance from the offices of Representative Calvert and Senator Feinstein. At the same time, we discussed the need for **reform of the section 6 program** by (1) raising the amount of the annual appropriation, beginning in FY 2019; (2) eliminating the annual cap of \$2 million for individual grants, and (3) establishing criteria for the award of grants based on the size and complexity of applicants' HCP programs. In this way, comprehensive programs like those of the Authority would be eligible to receive grants which are commensurate with their need for federal assistance.

Even while dealing with issues related to the administration of grants under section 6, the Authority is pursuing the designation—and attendant additional funding—of a **national wildlife refuge** on habitat which has been identified for inclusion in the MSHCP. Rep. Calvert has agreed to introduce legislation to authorize the establishment of a new refuge, and he has requested of the House Legislative Counsel a draft bill which meets the Authority's criteria. While awaiting preparation of the draft, and discussions of its provisions with Ian Foley of Mr. Calvert's staff, we have sought the advice and assistance of Andrew Yuen, a Fish and Wildlife Service manager at the San Diego National Wildlife Refuge complex. In San Diego, as has been proposed for Western Riverside, a new Refuge was established on land that had been previously acquired and managed under a MSHCP. Owing to this precedent, it is expected that the Congress will respond positively to the Western Riverside refuge proposal, to be sponsored jointly by Representative Calvert and Senators Feinstein and Harris.

During the quarter, your consultant also achieved high visibility for the Authority and its MSHCP through presentations to individuals and organizations whose support will be important to our success: **Western Governors Association**, through participation in its workshop on working lands in Denver on March 16; **Environmental Law Institute**, through participation in its workshop on the Endangered Species Act in Washington on January 18; **ESRI**, through meetings with its personnel in Riverside, with Authority staff, (March 22) and Washington (March 29) on use of geospatial data in mapping critical habitat; **National Habitat Conservation Planning Coalition**, in planning for its meetings in Washington on April 10-11, and **Riverside County Transportation Commission**, in documentation of benefits of advance mitigation for environmental impacts of infrastructure development.

*Douglas P. Wheeler
Washington, D.C.
April 5, 2018*

AGENDA ITEM NO. 8.4

**RESOLUTION NO. 2018-005
RESOLUTION OF THE BOARD OF DIRECTORS
OF THE WESTERN RIVERSIDE COUNTY REGIONAL
CONSERVATION AUTHORITY CONSIDERING AN
ENVIRONMENTAL IMPACT REPORT
(SCH #2016081056) FOR THE FRENCH VALLEY
SPECIFIC PLAN NO. 312 AMENDMENT NO. 2,
MAKING RESPONSIBLE AGENCY FINDINGS,
AND APPROVING A LICENSE, IMPROVEMENT AND
ACQUISITION AGREEMENT WITH RIVERSIDE
MITLAND 03 LLC FOR THE SALE OF RIGHT-OF-WAY
FOR DEDICATION TO THE COUNTY OF RIVERSIDE**

Regional Conservation Authority

**RESOLUTION NO. 2018-005
RESOLUTION OF THE BOARD OF DIRECTORS OF THE
WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY
CONSIDERING AN ENVIRONMENTAL IMPACT REPORT (SCH #2016081056)
FOR THE FRENCH VALLEY SPECIFIC PLAN NO. 312 AMENDMENT NO. 2,
MAKING RESPONSIBLE AGENCY FINDINGS, AND APPROVING A LICENSE,
IMPROVEMENT AND ACQUISITION AGREEMENT WITH RIVERSIDE MITLAND
03 LLC FOR THE SALE OF RIGHT-OF-WAY FOR DEDICATION TO THE
COUNTY OF RIVERSIDE**

Staff Contact:

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

Background:

Riverside Mitland 03 LLC is developing a residential project in French Valley known as Spencer's Crossing (Project). The County of Riverside (County) served as lead agency for the environmental review, analysis, and approval of the Project under the requirements of the California Environmental Quality Act (Pub. Resources Code, §§ 21000 et seq.) (CEQA) and the State CEQA Guidelines (Cal. Code Regs., tit. 14, §§ 15000 et seq.). In accordance with CEQA and the State CEQA Guidelines, on July 11, 2017, the County certified an Environmental Impact Report (SCH #2016081056) (EIR) for the Project and approved the Project.

A condition of approval required by the County for the Project is the widening and improvement of Keller Road. Keller Road is a covered road under the MSHCP. A portion of the necessary right-of-way affects existing RCA land. The total square footage for the right-of-way dedication is 7,427 square feet. In addition, the developer is seeking to temporarily disturb an additional 2,152 square feet, which the developer will restore. The developer will relocate the existing RCA fencing and will cover all the costs associated with the improvements, including the road improvements at no cost to RCA. The appraised value for the right-of-way and temporary disturbance area is \$880; however, the developer has offered to pay \$1.00 per square foot, which rounded up is \$10,000. These funds will be returned to the Wildlife Conservation Board, which helped to conserve the subject property with state and federal grant funding. The Wildlife Conservation Board will hold the funds in a trust account for use by RCA on future grant funded projects. Staff recommends approval of the Resolution and authorizing the Executive Director to sign the License, Improvement and Acquisition Agreement.

Staff has reviewed and considered the information contained in the EIR, and all supporting documentation. The EIR prepared and certified by the County considered the effects associated with the Project, including widening and improvement of Keller Road. The EIR and supporting

Agenda Item 8.4 Staff Report

Page 2


June 4, 2018

environmental documentation contain a complete, objective, and accurate reporting of those potential impacts. Further, having not been legally challenged, the EIR is presumed to comply with CEQA. There is no new information, circumstances or changes to the previously-approved Project that would warrant additional CEQA review.

Staff Recommendation:

That the RCA Board of Directors:

1. Approve Resolution No. 2018-005, *Resolution of the Board of Directors of the Western Riverside County Regional Conservation Authority Considering an Environmental Impact Report (SCH #2016081056) for the French Valley Specific Plan No. 312 Amendment No. 2, Making Responsible Agency Findings, and Approving the License, Improvement and Acquisition Agreement with Riverside Mitland 03 LLC for the Sale of Right-of-Way for Dedication to the County of Riverside;* and
2. Authorize the Executive Director, pursuant to legal counsel review and approval, to execute said agreement on behalf of the RCA.

FINANCIAL INFORMATION	
In Fiscal Year 2018 Budget: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Cost \$ 0
Source of Funds: Grant Funds – Return to Source	Budget Adjustment: N/A
Approved by: 	Date: May 31, 2018

Attachments

1. Resolution No. 2018-005
2. License, Improvement and Acquisition Agreement with Riverside Mitland 03 LLC
3. Project Location Map
4. Link to French Valley Specific Plan No. 312 Amendment No. 2 EIR and supporting documentation, including County of Riverside's Findings:
http://riversidecountyca.ig2.com/Citizens/Detail_LegiFile.aspx?Frame=&MeetingID=1615&MediaPosition=10662.331&ID=4530&CssClass

AGENDA ITEM NO. 8.4
Attachment 1

RESOLUTION NO. 2018-005

RESOLUTION NO. 2018-005

RESOLUTION OF THE BOARD OF DIRECTORS OF THE WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY CONSIDERING AN ENVIRONMENTAL IMPACT REPORT (SCH #2016081056) FOR THE FRENCH VALLEY SPECIFIC PLAN NO. 312 AMENDMENT NO. 2, MAKING RESPONSIBLE AGENCY FINDINGS, AND AUTHORIZING A LICENSE, IMPROVEMENT AND ACQUISITION AGREEMENT WITH RIVERSIDE MITLAND 03 LLC FOR THE SALE OF RIGHT-OF-WAY FOR DEDICATION TO THE COUNTY OF RIVERSIDE

WHEREAS, Riverside Mitland 03 LLC is developing a residential project in French Valley known as Spencer's Crossing (Project); and

WHEREAS, the County of Riverside (County) served as lead agency for the environmental review, analysis, and approval of the Project under the requirements of the California Environmental Quality Act (Pub. Resources Code, §§ 21000 et seq.) (CEQA) and the State CEQA Guidelines (Cal. Code Regs., tit. 14, §§ 15000 et seq.); and

WHEREAS, in accordance with CEQA and the State CEQA Guidelines, on July 11, 2017, the County certified an Environmental Impact Report (SCH #2016081056) (EIR) for the Project and approved the Project; and

WHEREAS, a condition of approval required by the County for the Project is the widening and improvement of Keller Road; and

WHEREAS, Keller Road is a covered road under the Western Riverside County Multiple Species Habitat Conservation Plan; and

WHEREAS, the Western Riverside County Regional Conservation Authority is willing to dedicate the right-of-way to the County of Riverside; and

WHEREAS, the Riverside Mitland 03 LLC is willing to cover all the costs associated with the widening and improvement of Keller Road and to pay a fee for the right-of-way dedication; and

WHEREAS, the revenue generated will assist the Western Riverside County Regional Conservation Authority in acquiring and providing open space for preservation of wildlife and plant life; and

WHEREAS, the Western Riverside County Regional Conservation Authority has been asked to authorize a license, improvement and acquisition agreement for the sale of right-of-way for dedication to the County as part of the Project; and

WHEREAS, the Western Riverside County Regional Conservation Authority has limited approval and implementing authority over the Project and, thus, is a “responsible agency” for the Project pursuant to the requirements of CEQA; and

WHEREAS, the Western Riverside County Regional Conservation Authority, at its agendized public meeting on June 4, 2018, independently reviewed and considered the EIR and all other related documents in the record before it; and

WHEREAS, all the procedures of CEQA have been met, and the EIR prepared in connection with the Project is sufficiently detailed so that all of the potential effects of the Project on the environment and measures necessary to avoid or substantially lessen such effects have been evaluated in accordance with CEQA; and

WHEREAS, as contained herein, the Western Riverside County Regional Conservation Authority has endeavored in good faith to set forth the basis for its decision on the Project; and

WHEREAS, all of the findings and conclusions made by the Western Riverside County Regional Conservation Authority under this Resolution are based upon the oral and written evidence presented to it as a whole and not based solely on the information provided in this Resolution; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the Board of Directors of the Western Riverside County Regional Conservation Authority as follows:

1. That the Board of Directors of the Western Riverside County Regional Conservation Authority hereby finds and declares that the above recitals are true and correct.

2. In the Western Riverside County Regional Conservation Authority’s limited role as a responsible agency under CEQA, the Board of Directors of the Western Riverside County Regional Conservation Authority has reviewed and considered the information contained in the EIR, and all supporting documentation, copies of which are on file at the Western Riverside County Regional Conservation Authority’s office and are incorporated by reference as though set forth fully herein. Based on this review, the Board of Directors of the Western Riverside County Regional Conservation Authority finds that, as to those potential environmental impacts within the Western Riverside County Regional Conservation Authority’s powers and authorities as a responsible agency, that the EIR and supporting environmental documentation contain a complete, objective, and accurate reporting of those potential impacts, and that these findings reflect the independent judgment and analysis of the Board of Directors of the Western Riverside County Regional Conservation Authority.

3. The Board of Directors of the Western Riverside County Regional Conservation Authority concurs with the County's environmental findings regarding the Project and adopts those findings, as though fully set forth herein.

4. That the Board of Directors of the Western Riverside County Regional Conservation Authority approves the fee of \$10,000 for the 7,472 square feet of right-of-way to be dedicated and also for the temporary disturbance of an additional 2,152 square feet, which Riverside Mitland 03 LLC will restore at no cost to the Western Riverside County Regional Conservation Authority. In addition, Riverside Mitland 03 LLC will relocate all fencing owned by the Authority at no cost to the Authority.

5. That the Board of Directors of the Western Riverside County Regional Conservation Authority approves a License, Improvement and Acquisition Agreement with Riverside Mitland 03 LLC.

6. That the Executive Director of the Western Riverside County Regional Conservation Authority is authorized to execute the License, Improvement and Acquisition Agreement with Riverside Mitland 03 LLC.

7. The Board of Directors of the Western Riverside County Regional Conservation Authority directs staff to file a Notice of Determination with the Riverside County Clerk's Office and State Clearinghouse within five (5) working days of adoption of this Resolution.

8. The documents and materials that constitute the record of proceedings on which this Resolution and the above findings have been based are located at the offices of the Western Riverside County Regional Conservation Authority. The custodian for these records is Honey Bernas, Director of Administrative Services, and is located at 3403 10th Street, Suite 320, Riverside, California, 92501.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Western Riverside County Regional Conservation Authority held the 4th day of June, 2018.

BY: _____
Jonathan Ingram, Chairman
Western Riverside County
Regional Conservation Authority

ATTEST:

BY: _____
Honey Bernas, Clerk of the Board

AGENDA ITEM NO. 8.4
Attachment 2

**LICENSE, IMPROVEMENT AND
ACQUISITION AGREEMENT WITH
RIVERSIDE MITLAND 03 LLC**

**LICENSE, IMPROVEMENT AND ACQUISITION AGREEMENT
BROOKFIELD/RCA**

THIS LICENSE, IMPROVEMENT AND ACQUISITION AGREEMENT (this "**Agreement**") is dated for reference purposes June 4, 2018 (the "**Effective Date**"), and is entered into by and between WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY, a public agency and joint powers authority ("**RCA**") and RIVERSIDE MITLAND 03 LLC, a Delaware limited liability company ("**Brookfield**") with respect to the following facts:

A. RCA is the owner of approximately 78.32 acres of land (APN 472-050-005) (the "**RCA Property**"), located in the County of Riverside ("**County**"), State of California, as described on **Exhibit "A"** attached hereto.

B. Brookfield desires to construct certain planned improvements within the License Area (as defined below) as required to facilitate the development by Brookfield of certain real property owned by Brookfield which will constitute a portion of the Spencer's Crossing Planned Community, all of which are generally depicted on **Exhibit "B"** attached hereto (collectively, the "**Improvements**").

C. As part of Brookfield's work to complete the Improvements, Brookfield has requested from RCA that RCA grant Brookfield a license to enter on those portions of the RCA Property as shown on **Exhibit "C"** attached hereto (the "**License Area**"), to complete the Improvements.

D. Brookfield further desires RCA to dedicate that portion of the License Area upon which the Improvements will be made in fee simple to the County of Riverside for use as a public roadway and RCA has agreed to dedicate such real property to the County of Riverside on the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, RCA and Brookfield agree as follows:

1. Grant of License. RCA hereby grants to Brookfield a non-exclusive license (the "**License**") permitting Brookfield to use the License Area to perform the Improvements (collectively, the "**Work**"). Brookfield shall have no right to use any of the RCA Property other than the License Area unless otherwise approved by RCA, which approval may be withheld in RCA's reasonable discretion. Brookfield agrees to diligently and continuously take all commercially reasonable actions to complete the Work on or before December 31, 2019 at the sole cost and expense of Brookfield. Notwithstanding the foregoing, no vehicles or other equipment shall be stored or kept overnight by Brookfield within the License Area or any other portion of the RCA Property.

2. Notification. Brookfield shall notify RCA's Director of Reserve Management and RCA'S Reserve Manager by email (ldcorrea@wrcrca.org and DMclain@rivcoparks.org) at least two (2) business day prior to the exercise of Brookfield's rights under this License.

3. Term. The License shall be deemed to have commenced on the Effective Date and shall terminate automatically upon the earlier of (i) completion of the Work, or (ii) December 31, 2019 if Brookfield has not yet completed the Work (the "**License Term**"); provided RCA may terminate the License immediately in the event of a breach by Brookfield of any term, condition or provision of this Agreement (the "**Early Termination**"). Notwithstanding the foregoing, in the event that by reason of a Delay Event (as defined in Section 9) the Work has not been completed by December 31, 2019, then the License Term shall be extended for the period of delay caused by the Delay Event.

4. Acknowledgements and Research Reports/Publications. Brookfield agrees to formally acknowledge RCA contributions to any reports or publications published as a result of information obtained from Brookfield's use of the Property, intellectual contributions by RCA employees, and other RCA assistance, in any reports or publications that arise from this License. Brookfield further agrees to provide RCA in a timely fashion a copy of Brookfield's reports, publications, or electronic data published as a result of information obtained from Brookfield's use of the Property, including any thesis or dissertation derived from said information. RCA retains the right to use any and all such data for its own purposes.

5. Exercise of Care, Restoration and Repair, Remedies. Brookfield shall exercise and shall cause all their respective directors, officers, managers, members, employees, agents, contractors, and invitees (collectively, the "**Brookfield Parties**") to exercise reasonable care and comply with all applicable laws and governmental regulations while in, on or about the License Area. Brookfield shall, at Brookfield's sole cost, obtain and maintain all required permits from the County, City or any other governmental agency for the performance of the Work. Brookfield and the Brookfield Parties, shall not create, permit or at any time leave the License Area in an unsafe condition. Brookfield shall at all times during the License Term maintain the License Area in good, safe condition and repair and lien free. Upon expiration of the License Term or upon Early Termination, as the case may be, Brookfield (a) shall cease all use of the License Area and (b) within thirty (30) days after the expiration of the License Term or after Early Termination, as the case may be, Brookfield shall at its sole cost (i) remove any and all equipment, materials, trash or debris deposited by Brookfield or any Brookfield Parties within the License Area, and (ii) repair any ruts, potholes, unauthorized grading changes or other damage to the License Area caused by Brookfield or any of the Brookfield Parties and otherwise restore the License Area to its condition existing prior to its use by Brookfield and the Brookfield Parties. With regard to revegetation, Brookfield agrees to use a native hydroseed mix. In case Brookfield shall fail to restore the License Area to its prior condition within ten (10) business days after the effective date of the termination, RCA may proceed with such work at Brookfield's expense.

6. Inspection. RCA and its representatives, employees, agents or independent contractors may enter and inspect the Property or any portion thereof or any improvements thereon at any time and from time to time at reasonable times to verify Brookfield's compliance with the terms and conditions of this License.

7. Other Terms. RCA and Brookfield agree:

7.1 Brookfield and the Brookfield Parties shall not at any time during the License Term use, release, dispose or store any toxic or hazardous materials upon, in, under, within or about the License Area in violation of any applicable laws or ordinances and shall not use the License Area to refuel, or perform any maintenance or repairs on, any trucks or other vehicles or on any construction equipment.

7.2 Brookfield shall be responsible for all dust control and storm water (NPDES) protection required in connection with this Agreement or any actions, conduct, or activities arising therefrom within the License Area during the License Term at Brookfield's sole cost and expense.

7.3 The Improvements will require, among other things, RCA to dedicate a portion of the RCA Property to the County for purposes of widening or improving Keller Road as further depicted on **Exhibit "D"** attached hereto (the "**Dedication Property**"). In furtherance thereof, and subject to completion of the requirements of Sections 7.4, 7.5 and 7.6, below, within ten (10) days following written request therefor from Brookfield, RCA agrees to execute and deliver to Brookfield an offer of dedication for right of way within the Dedication Property substantially in the form attached hereto as **Exhibit "E"** (the "**Offer of Dedication**").

7.4 Upon the execution of this Agreement, Brookfield shall pay to RCA TEN THOUSAND AND NO/100'S DOLLARS (\$10,000.00).

7.5 Brookfield shall obtain written approval from RCA, in its reasonable discretion, of the plan to install permanent signs, fence, gate(s) and driveway(s) on RCA Property prior to constructing the new permanent signs, fence, gate(s) and driveway(s). Further, Brookfield shall obtain written approval of the installed permanent signs, fence, gate(s) and driveway(s) from RCA prior to RCA dedicating the Dedication Property to the County.

7.6 Brookfield shall submit to RCA written evidence indicating that Valley-Wide Recreation and Park District, or another entity acceptable to RCA, agrees to maintain the new permanent signs, fence, gate(s) or driveway installed by Brookfield pursuant to Section 7.5 above.

8. Mechanic's Liens. Brookfield shall timely pay all employees, consultants and contractors for the Work performed and materials supplied by or for Brookfield in connection with the Work and shall keep the RCA Property free from liens arising from or relating to such Work or materials. If Brookfield fails to cause any liens to be removed within fifteen (15) days after RCA's written demand, RCA may, but shall not be obligated to, pay the amount claimed by the lienholder and Brookfield shall reimburse RCA for the amount paid plus interest at the rate of ten percent (10%) per annum from the date of remittance. Payment shall be due upon demand.

9. Waiver/Release/Indemnity. Brookfield shall indemnify, defend, and hold harmless RCA and its respective directors, officers, managers, members, employees, agents, contractors, and invitees (collectively, "**Protected Persons**") from and against any and all losses, damages, causes of action, claims, liabilities, costs, and expenses (including without limitation reasonable attorneys' fees and costs of litigation) (collectively, "**Claims**") made against or suffered by Protected Persons arising from or relating to, directly or indirectly, any acts or

omissions of Brookfield or the Brookfield Parties on the RCA Property or otherwise in connection with (i) their use of the License, including without limitation Claims for mechanics' liens and personal injury or property damage, excluding only Claims arising from the gross negligence or willful misconduct of Protected Persons, (ii) the violation of any laws by Brookfield or the Brookfield Parties, and (iii) any approvals issued by RCA, on the ground that RCA failed to comply with the California Environmental Quality Act ("CEQA"), including any claim for private attorney general fees, litigation costs, record preparation costs, and expenses associated with RCA's cooperation in the defense. This obligation to indemnify shall survive the expiration or earlier termination of this Agreement.

10. **Insurance.** During the entire License Term, Brookfield shall, at Brookfield's sole cost and expense, maintain general liability insurance, automobile liability insurance and workers' compensation insurance to insure against claims for personal injury, death or property damage arising in any manner from Brookfield's use of the License Area under this Agreement (the "**Insurance**"). RCA and any other parties designated by RCA in writing to Brookfield shall be named by endorsement ("**Endorsement**") as additional insured parties to the Insurance (except any workers' compensation policy). A standard ACORD form of certificate of insurance evidencing the Insurance and the Endorsement shall be delivered by Brookfield to RCA concurrent with their execution of this Agreement. The Insurance shall be of the type and amounts set forth in **Exhibit "F"** attached hereto, and the liability insurance shall be written on an occurrence basis (not claims made), and shall be primary coverage for RCA. Brookfield shall also ensure that its contractors and any and all subcontractors of all tiers that use the License Area also meet the same insurance requirements imposed on Brookfield, including, without limitation, the delivery of the required insurance certificates, and that all such parties are adequately insured against claims arising out of or relating to the Work. In no event may Brookfield or any of the Brookfield Parties commence the Work until all such required insurance certificates set forth herein have been delivered to RCA.

11. **Notices.** Notices required or permitted herein shall be in writing and personally delivered or sent by (i) overnight courier, (ii) facsimile or email (between 8:00 a.m. and 5:00 p.m. P.S.T./P.D.S.T.), or (iii) registered or certified United States mail, postage prepaid and return receipt requested, addressed as follows:

RCA:

Western Riverside County Regional
Conservation Authority
3403 Tenth Street Suite 320
Riverside, CA 92501
Attention: Laurie D. Correa
Facsimile: (951) 955-8873
Email: ldcorrea@wrcrca.org

BROOKFIELD:

Riverside Mitland 03 LLC
c/o Brookfield Residential
3200 Park Center Drive, Suite 1000
Costa Mesa, CA 92626
Attention: Adrian Peters
Email: Adrian.Peters@brookfieldrp.com

or to such other addresses as any party hereto may from time to time designate in writing and deliver in the manner set forth above. Notices shall be deemed given upon the earlier of (i) seventy-two (72) hours after deposit in the United States mail in the manner provided above, or (ii) upon delivery to the respective addresses set forth above, if delivered personally or sent by

overnight courier, or (iii) the business day upon which the facsimile transmission or email is sent.

12. Delay Event. The term "**Delay Event**" shall mean the occurrence of any of the following which gives rise to a delay in the performance of any obligation hereunder: (i) latent conditions of the RCA Property and/or any other unforeseen conditions or impediments, (ii) governmental moratoria, delays in obtaining required governmental approvals or delays in the performance of other acts to be taken by governmental entities; (iii) inclement weather, earthquakes, fires or other casualties, including, without limitation, delays to allow for soils to dry; (iv) acts of war; (v) acts of terrorism; (vi) acts of God; (vii) insurrection, strikes, lockouts, walk-outs, riots, boycotts, or similar obstructive actions; (viii) shortages of labor, materials or supplies; or (ix) any other cause beyond the reasonable control of Brookfield or Brookfield Parties excluding shortages of funds.

13. Interpretation. The captions of the sections of this Agreement are for convenience only and shall not govern or influence the interpretation hereof. This Agreement is the result of negotiations between the parties and accordingly shall not be construed for or against either party regardless of which party drafted this Agreement or any portion thereof.

14. Attorneys' Fees. In the event of any litigation arising from or relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs of litigation.

15. Governing Law. This Agreement shall be governed, construed, and enforced in accordance with California law.

16. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.


RCA:

Western Riverside County Regional
Conservation Authority, a public agency
and joint powers authority

BROOKFIELD:

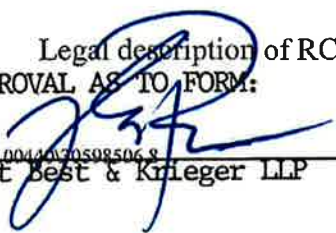
Riverside Mitland 03 LLC
a Delaware limited liability company

By: _____
Name: _____
Title: _____

By: 
Name: DAVID E. BARTLETT
Title: VICE PRESIDENT

LIST OF EXHIBITS

A Legal description of RCA Property
APPROVAL AS TO FORM:


26493 0044 030508506 8
Best Best & Krieger LLP

- B Depiction of Improvements
- C Depiction of License Area
- D Dedication Property
- E Offer of Dedication
- F Insurance Requirements

EXHIBIT "A"

LEGAL DESCRIPTION OF RCA PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA OF WINCHESTER, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THE WEST HALF OF THE SOUTHEAST QUARTER OF FRACTIONAL SECTION 19, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

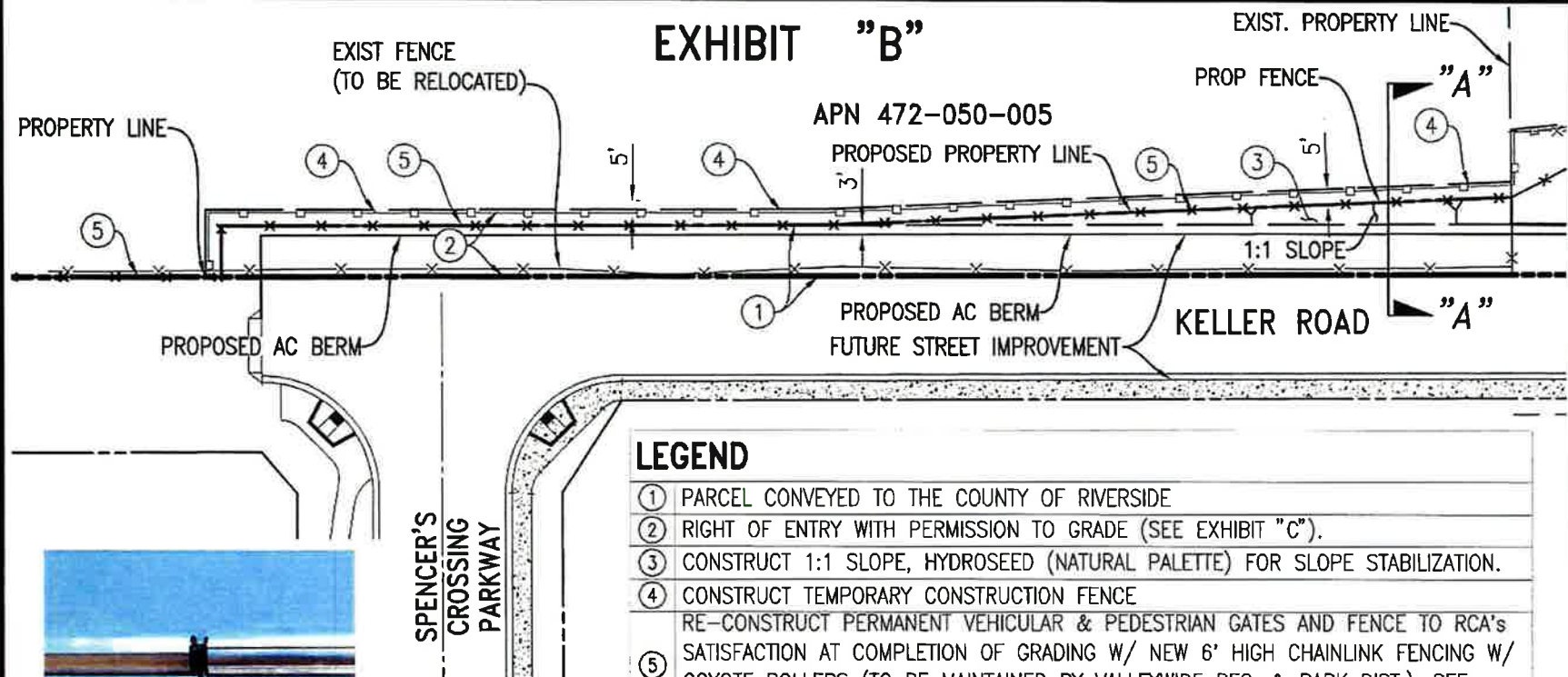
APN: 472-050-005

APN: 472-050-005-9

EXHIBIT "B"
IMPROVEMENTS

EXHIBIT "B"

APN 472-050-005



LEGEND

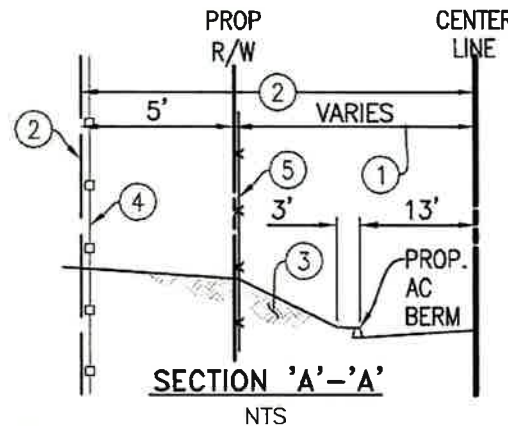
- ① PARCEL CONVEYED TO THE COUNTY OF RIVERSIDE
- ② RIGHT OF ENTRY WITH PERMISSION TO GRADE (SEE EXHIBIT "C").
- ③ CONSTRUCT 1:1 SLOPE, HYDROSEED (NATURAL PALETTE) FOR SLOPE STABILIZATION.
- ④ CONSTRUCT TEMPORARY CONSTRUCTION FENCE
- ⑤ RE-CONSTRUCT PERMANENT VEHICULAR & PEDESTRIAN GATES AND FENCE TO RCA'S SATISFACTION AT COMPLETION OF GRADING W/ NEW 6' HIGH CHAINLINK FENCING W/ COYOTE ROLLERS (TO BE MAINTAINED BY VALLEYWIDE REC. & PARK DIST.). SEE DETAIL HEREON.



COYOTE ROLLER DETAIL

FENCE LEGEND

- x—x—x—x—x— EXISTING FENCE
- TEMPORARY CONSTRUCTION FENCE
- x—x—x—x—x— REPLACEMENT PERMANENT FENCE



WESTERN RIVERSIDE COUNTY
REGIONAL CONSERVATION
AUTHORITY PROPERTY
APN 472-050-005
2 OF 2



HUNSAKER & ASSOCIATES
IRVINE, INC
INLAND EMPIRE REGION
2900 ADAMS STREET, SUITE A-15
RIVERSIDE CA 92504 (951)352-7200

PLANNING/ENGINEERING/SURVEYING/GOVERNMENT RELATIONS

PROJECT: WRC RCA PROPERTY MAPS; DATE: May 14, 2018; QLO1217.FIN; FILE: H:\00450\Engineering\Project Exhibits\Office Parcel Exhibit\APN-472-050-005-RCA-EXHIBIT.dwg; PLOTTED BY: Jeff Barnes

EXHIBIT "C"
DEPICTION OF LICENSE AREA

EXHIBIT "C"

LICENSE AREA

POR. OF W½ OF THE SE¼ OF SEC. 19, T. 6 S., R. 2 W., S.B.M.

LEGAL DESCRIPTION

Being a portion of the West Half of the Southeast Quarter of Section 19, Township 6 South, Range 2 West, S.B.M., County of Riverside, State of California, more particularly described as follows:

COMMENCING at the southeast corner of said Southeast Quarter, said point being the centerline intersection of Leon Road and Keller Road;

Thence along the southerly line of said Southeast Quarter, said line also being the centerline of said Keller Road, South 89°46'37" West 1328.65 feet to the southeast corner of said West Half;

Thence along the easterly line of said West Half, North 00°39'17" West 24.52 feet to a point on said easterly line, said point also being the **TRUE POINT OF BEGINNING**;

Thence departing said easterly line, South 87°31'39" West 216.89 feet to a line being 16.00 feet northerly and parallel with measured at right angles from the southerly line of said West Half;

Thence along said parallel line, South 89°46'37" West 192.49 feet;

Thence South 00°13'23" East 16.00 feet to a point on the southerly line of said West Half, said point bearing South 89°46'37" West 409.40 feet from the southeast corner of said West Half;

Thence along said southerly line, South 89°46'37" West 5.00 feet to a line 5.00 feet westerly and parallel with measured at right angles from the aforementioned line described as "South 00°13'23" East 16.00 feet";

Thence along said parallel line, North 00°13'23" West 21.00 feet to a line 21.00 feet northerly and parallel with measured at right angles from said southerly line;

Thence along said parallel line, North 89°46'37" East 197.39 feet to a line 5.00 feet northerly and parallel with measured at right angles from the aforementioned line described as "South 87°31'39" West 216.89 feet";

Thence along said parallel line, North 87°31'39" East 216.95 feet to a point on the easterly line of said West Half, said point bears North 00°39'17" West 5.00 feet from the **TRUE POINT OF BEGINNING**;

Thence along said easterly line, South 0°39'17" East 5.00 feet to the **TRUE POINT OF BEGINNING**.

Containing: 2,152 Square Feet, 0.049 Acres, more or less.

LICENSE AREA
POR. OF W $\frac{1}{4}$ OF THE SE $\frac{1}{4}$ OF SEC. 19, T. 6 S., R. 2 W., S.B.M.
LEGAL DESCRIPTION

See Exhibit "C", attached hereto and by this reference made a part hereof.


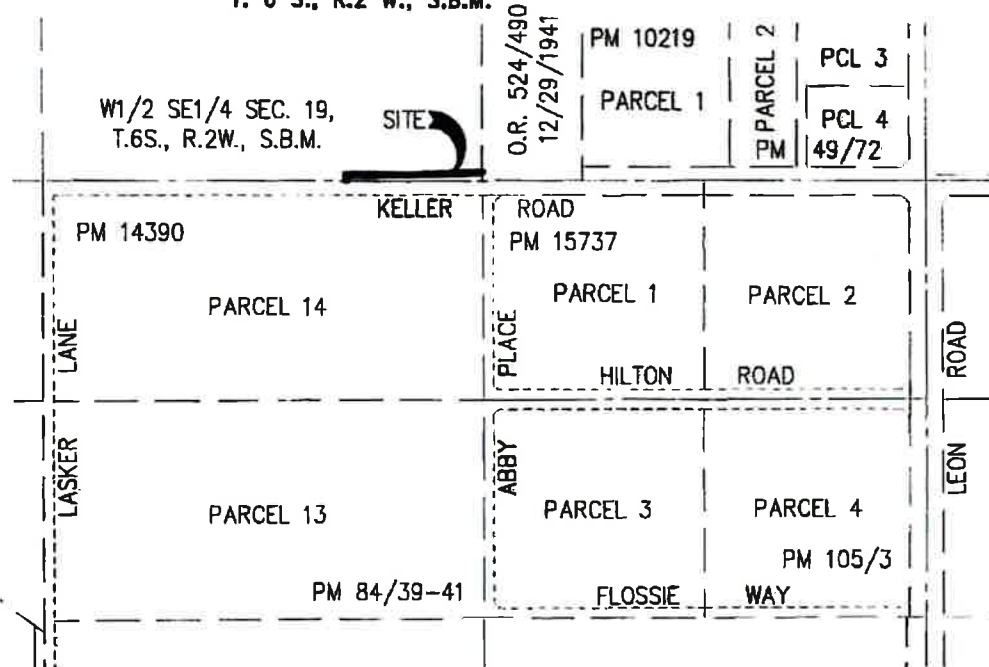

Paul R. Huddleston Jr. 3/15/2000
PLS 7083 Date



EXHIBIT "C"

LICENSE AREA
POR. OF W $\frac{1}{2}$ OF THE SE $\frac{1}{4}$ OF SEC. 19,
T. 6 S., R. 2 W., S.B.M.



SCALE: 1" = 500'

SECTION 19, T.6S., R.2W., S.B.M.

<p>LICENSE AREA POR. OF THE W$\frac{1}{2}$ OF THE SE$\frac{1}{4}$ OF SEC. 19, T. 6 S., R. 2 W., S.B.M.</p>			
<p>PREPARED BY R.BEUSCHLEIN</p>	<p>CHECKED BY P.HUDDLESTON, JR.</p>	<p>DATE 3/15/2018</p>	<p>SHEET 1 OF 2</p>
<p>HUNSAKER & ASSOCIATES IRVINE, INC INLAND EMPIRE REGION 2900 ADAMS STREET, SUITE A-15 RIVERSIDE CA 92504 (951)352-7200 PLANNING/ENGINEERING/SURVEYING/GOVERNMENT RELATIONS</p>			<p>W.O.: 1873-37053KX SCALE: 1" = 500'</p>



PAUL R. HUDDLESTON, JR., PLS 7083

EXHIBIT "C"

LICENSE AREA
POR. OF W $\frac{1}{2}$ OF THE SE $\frac{1}{4}$ OF SEC. 19,
T. 6 S., R. 2 W., S.B.M.

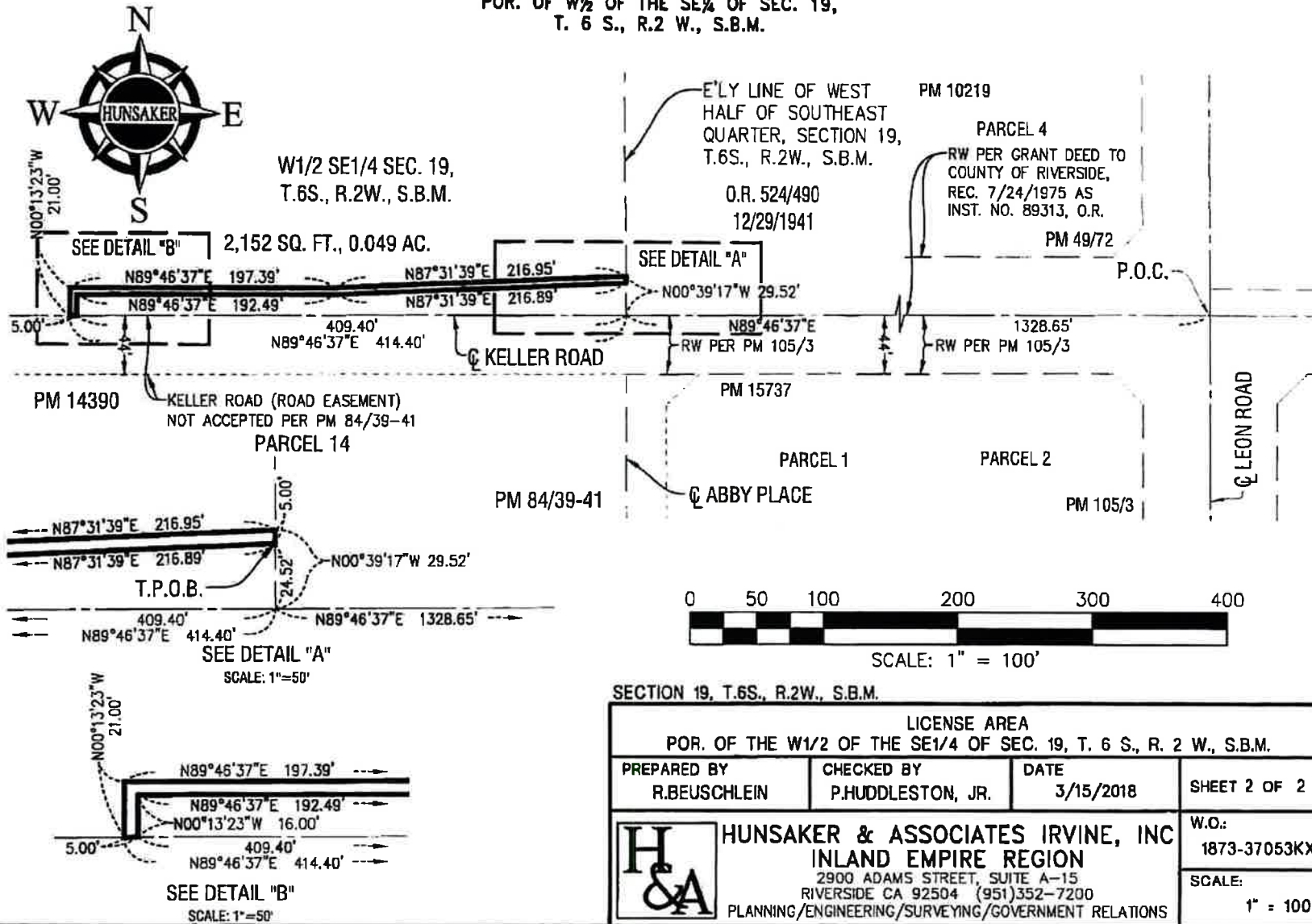
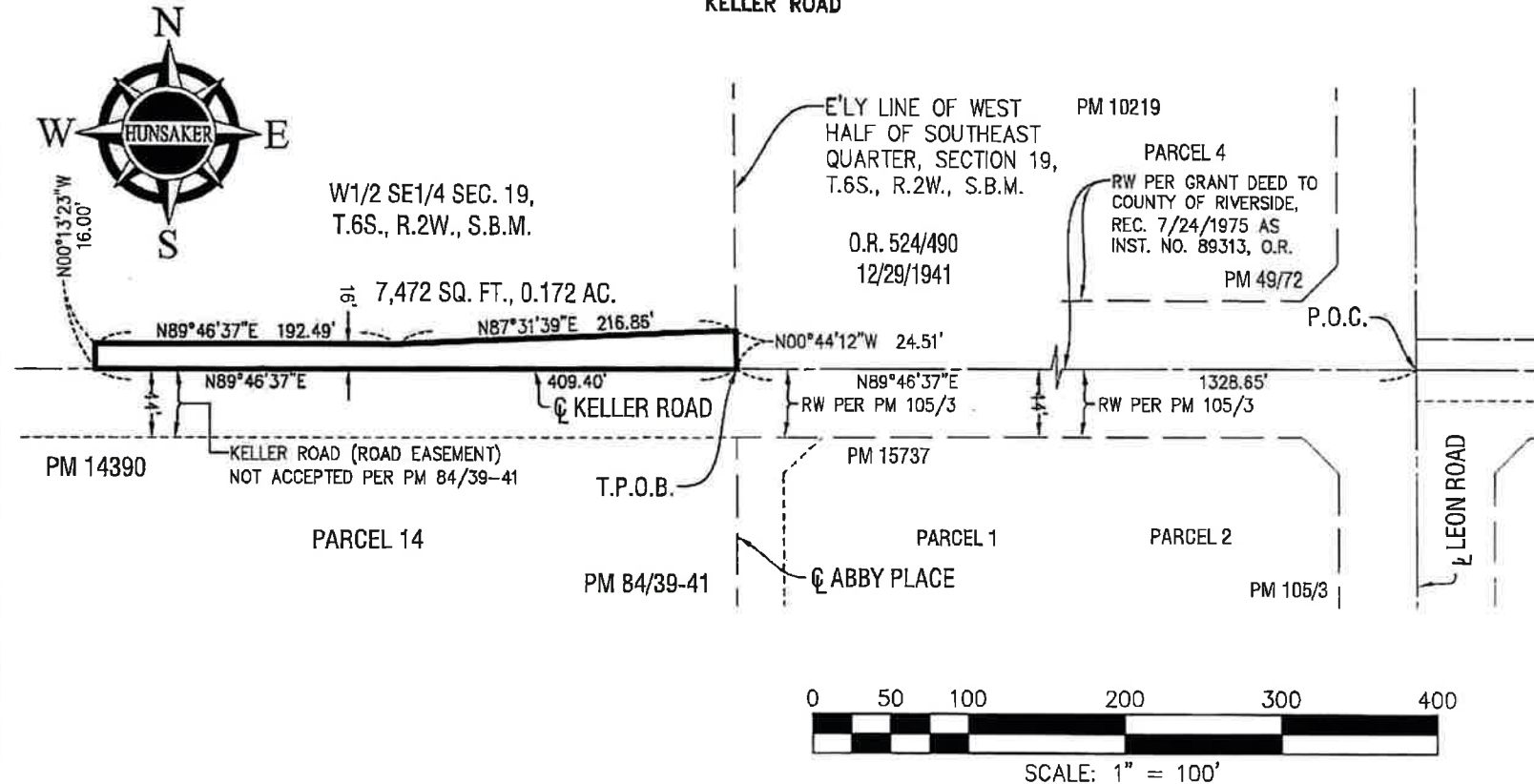


EXHIBIT "D"
DEDICATION PROPERTY

EXHIBIT "D"

DEDICATION PROPERTY
KELLER ROAD



SECTION 19, T.6S., R.2W., S.B.M.


DEDICATION PROPERTY FOR KELLER ROAD OVER A POR. OF THE W1/2 OF THE SE1/4 OF SEC. 19, T. 6 S., R. 2 W., S.B.M.			
PREPARED BY R.BEUSCHLEIN	CHECKED BY P.HUDDLESTON, JR.	DATE 3/9/2018	SHEET 1 OF 1
 HUNSAKER & ASSOCIATES IRVINE, INC INLAND EMPIRE REGION 2900 ADAMS STREET, SUITE A-15 RIVERSIDE CA 92504 (951)352-7200 PLANNING/ENGINEERING/SURVEYING/GOVERNMENT RELATIONS			W.O.: 1873-37053KX
			SCALE: 1" = 100'

EXHIBIT "E"

OFFER OF DEDICATION

Recorded at request of and return to:
Economic Development Agency
Real Estate Division
On behalf of the Transportation Department
3403 10th Street, Suite 400
Riverside, California 92501

FREE RECORDING
This instrument is for the benefit of
the County of Riverside, and is
entitled to be recorded without fee.
(Govt. Code 6103)

(Space above this line reserved for Recorder's use)

PROJECT: Keller Road Widening Project
PARCEL: A portion of APN 472-050-005
APN: 472-050-005

GRANT DEED

FOR GOOD AND VALUABLE CONSIDERATION, receipt and adequacy of which are hereby acknowledged,

[Insert name and legal capacity of Grantor]

Grants(s) to the COUNTY OF RIVERSIDE, a political subdivision of the State of California, the fee simple interest in real property in the County of Riverside, State of California, as more particularly described as:

See Exhibits "A" and "B" attached hereto
and made a part hereof

PROJECT: Keller Road Widening Project
PARCEL: A portion of APN 472-050-005
APN: 472-050-005

Dated: _____

Grantor
Western Riverside County Regional
Conservation Authority, a public agency and a
joint powers authority

Charles V. Landry, Executive Director

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal:

Signature _____

Place Notary Seal Above

CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)

THIS IS TO CERTIFY that the interest in real property conveyed by the grant deed dated _____, from _____, to the COUNTY OF RIVERSIDE, is hereby accepted by the undersigned on behalf of the Board of Supervisors pursuant to the authority contained in County Ordinance No. 669. Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

COUNTY OF RIVERSIDE
Patricia L. Romo, Director of Transportation

By: _____, Deputy

EXHIBIT "F"

INSURANCE REQUIREMENTS

1. **Workers' Compensation Insurance:**
 - (a) Workers' compensation insurance, as required by any applicable law or regulation.
2. **Commercial General Liability Insurance:** Insurance covering all operations of insured, which shall include the following minimum limits of liability and coverages, if commercially available:
 - (a) Required coverages: (A) Premises and Operations; (B) Contractual Liability; (C) Broad Form Property Damage; and (D) Bodily Injury.
 - (b) Minimum limits of liability: (A) One Million and No/100 Dollars (\$1,000,000) for each occurrence (for bodily injury and property damage); (B) Two Million and No/100 Dollars (\$2,000,000) general aggregate.
 - (c) The commercial general liability insurance policy shall be written on an occurrence basis (not a "claims made" basis).
3. **Automobile Liability Insurance:** Automobile liability insurance (bodily injury and property damage liability) covering liability arising out of any automobile (including owned, hired, and non-owned automobiles) having limits of liability of not less than One Million and No/100 Dollars (\$1,000,000) combined single limit each accident for bodily injury and property damage combined.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/29/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alliant Insurance Service, Inc. 333 S Hope St Ste 3750 Los Angeles CA 90071	CONTACT NAME: Norma Coghill PHONE (A/C, No, Ext): 213-443-2463 FAX (A/C, No): E-MAIL ADDRESS: Norma.Coghill@alliant.com
INSURED Brookfield Residential Properties Inc. 12265 El Camino Real, Suite 180 San Diego CA 92130	INSURER(S) AFFORDING COVERAGE INSURER A: Liberty Mutual Insurance Europe Limited INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 1179640723

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO JECT <input type="checkbox"/> LOC OTHER:			B0595XR5033017	3/31/2017	3/31/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Spencer's Crossing TTM 37053 per License and Improvement Agreement.
Right of Way Dedication, Construction & Maintenance Easement for Storm Drain & Grading of 472-050-005, Western Riverside County Regional Conservation Authority (Owners) are included as additional insured. The insurance shall be Primary and any other insurance maintained by the Additional Insured is Excess and Non-Contributory. 30 Days' Notice of Cancellation. Riverside Milland 03 LLC is named insured.

CERTIFICATE HOLDER

Western Riverside County Regional Conservation
Authority
3403 Tenth Street, #320
Riverside CA 92501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Vincent M. Mutsaers

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Insured: **Brookfield Residential Properties, Inc.**
Policy No. **B0595XR6033017**
Endorsement No. **170**
Effective Date: **March 28, 2018**

The following are to be added as Additional Insureds under the Policy, solely in respects of liability arising out of the operations of the Named Insured and only to the extent required under a written contract between the Additional Insureds and the Named Insured:

Western Riverside County Regional Conservation Authority
3403 Tenth Street, #320
Riverside CA 92501

The Insurance afforded by this Policy for the Additional Insureds in primary insurance and any other insurance maintained by or available to the additional insureds is non contributory.

Thirty (30) Days Notice of Cancellation applies.

Re: Spencer's Crossing TTM 37053 per License and Improvement Agreement.
Right of Way Dedication, Construction & Maintenance Easement for Storm Drain & Grading of 472-050-005, Western Riverside County Regional Conservation Authority (Owners) are included as additional Insured. The Insurance shall be Primary and any other insurance maintained by the Additional Insured is Excess and Non-Contributory. 30 Days' Notice of Cancellation. Riverside Mitland 03 LLC is named insured

All other terms and conditions shall remain unchanged

Handwritten signature and initials, possibly "A/4" and "18", located in the bottom right corner of the document.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/30/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Marsh USA, Inc. 9830 Colonnade Blvd, Suite 400 San Antonio, TX 78230		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:	
CN102903011-BRS-USA-17-18 BRES		INSURER(S) AFFORDING COVERAGE	
INSURED Brookfield Residential Services LLC 12265 El Camino Real, Suite 180 San Diego, CA 92130		INSURER A: Liberty Insurance Corporation NAIC # 42404	
		INSURER B: N/A N/A	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

HOU-003404674-01

REVISION NUMBER: 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE	\$
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
						PRODUCTS - COMPO/OP AGG	\$
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	WC7-B71-171140-107	05/01/2017	05/01/2018	X PER STATUTE	
		N/A					
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Temporary Construction Easement of APN 472-050-005 - Spencer's Crossing TTM 37053 per License & Improvement Agreement, Western Riverside County Regional Conservation Authority (Owner)

CERTIFICATE HOLDERWestern Riverside County Regional
Conservation Authority (RCA)
3403 Tenth Street #320
Riverside, CA 92501**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Manashi Mukherjee

Manashi Mukherjee

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/30/2018

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PRODUCER
Marsh USA, Inc.
9830 Colonnade Blvd, Suite 400
San Antonio, TX 78230

CONTACT
NAME:
PHONE
(A/C, No, Ext):
E-MAIL
ADDRESS:

FAX
(A/C, No):

CN102903011-BAM-US-17-18

BRES

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : N/A

N/A

INSURER B : ACE American Insurance Company

22667

INSURER C : N/A

N/A

INSURER D :

INSURER E :

INSURER F :

INSURED
Brookfield Asset Management Inc. and
all Affiliated or Subsidiary Companies
Including Brookfield Residential Properties Inc.
12265 El Camino Real, Suite 180
San Diego, CA 92130

COVERAGES

CERTIFICATE NUMBER:

HOU-003404671-04

REVISION NUMBER: 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY					
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
	OTHER:					
B	AUTOMOBILE LIABILITY		CAL H08861091	05/01/2017	05/01/2018	
	<input checked="" type="checkbox"/> ANY AUTO					
	<input type="checkbox"/> OWNED AUTOS ONLY					
	<input type="checkbox"/> HIRED AUTOS ONLY					
	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY					
						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB					EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	DED	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Temporary Construction Easement of APN 472-050-005 - Spencer's Crossing TTM 37053 per License & Improvement Agreement, Western Riverside County Regional Conservation Authority (Owner) are included as additional insured where required by written contract.

CERTIFICATE HOLDER

Western Riverside County Regional
Conservation Authority (RCA)
3403 Tenih Street #320
Riverside, CA 92501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Manashi Mukherjee

Manashi Mukherjee

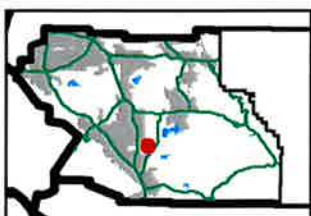
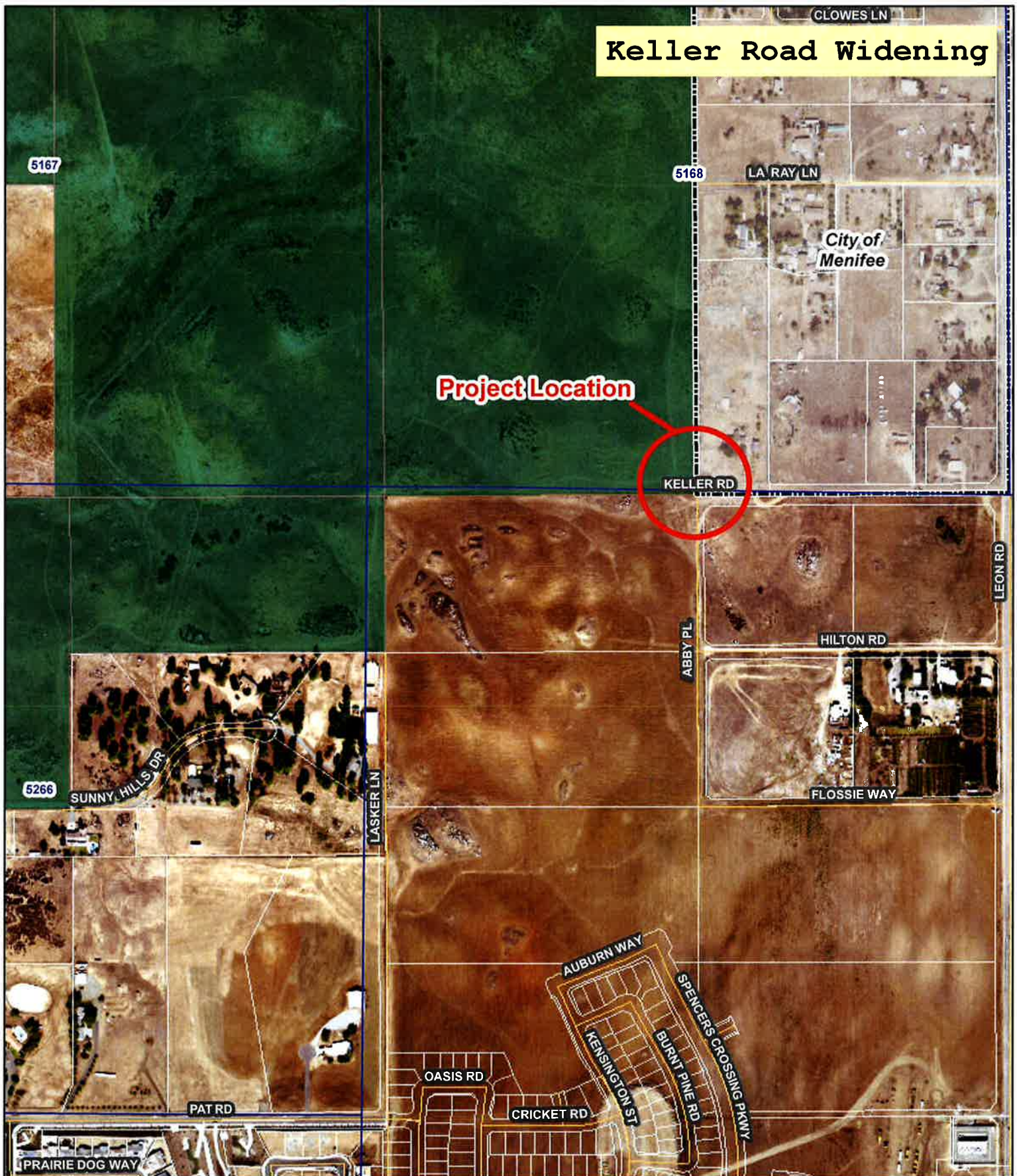
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AGENDA ITEM NO. 8.4

Attachment 3

PROJECT LOCATION MAP

Keller Road Widening



- RCA MSHCP Conserved Land
- Criteria Cell
- City
- Parcel
- Centerline



Created: May 16, 2018
Updated: May 16, 2018

AGENDA ITEM NO. 8.4

Attachment 4

**LINK TO FRENCH VALLEY
SPECIFIC PLAN NO. 312,
AMENDMENT NO. 2 EIR
AND SUPPORTING
DOCUMENTATION, INCLUDING
COUNTY OF RIVERSIDE'S
FINDINGS:**

**[http://riversidecountyca.ig2.com/Citizens/Detail
LegiFile.aspx?Frame=&MeetingID=1615&MediaPos
ition=10662.331&ID=4530&CssClass](http://riversidecountyca.ig2.com/Citizens/DetailLegiFile.aspx?Frame=&MeetingID=1615&MediaPosition=10662.331&ID=4530&CssClass)**

AGENDA ITEM NO. 8.5

**RESOLUTION NO. 2018-006
RESOLUTION OF THE BOARD OF DIRECTORS
OF THE WESTERN RIVERSIDE COUNTY REGIONAL
CONSERVATION AUTHORITY CONSIDERING AN
ENVIRONMENTAL IMPACT REPORT
(SCH #2014051041) FOR WEST OF DEVERS
UPGRADE PROJECT, MAKING RESPONSIBLE
AGENCY FINDINGS AND AUTHORIZING
THE SALE OF CERTAIN EASEMENTS TO THE
SOUTHERN CALIFORNIA EDISON COMPANY**

Regional Conservation Authority

**RESOLUTION NO. 2018-006
RESOLUTION OF THE BOARD OF DIRECTORS OF THE
WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY
CONSIDERING AN ENVIRONMENTAL IMPACT REPORT (SCH #2014051041)
FOR THE WEST OF DEVERS UPGRADE PROJECT, MAKING RESPONSIBLE
AGENCY FINDINGS, AND AUTHORIZING THE SALE OF CERTAIN
EASEMENTS TO THE SOUTHERN CALIFORNIA EDISON COMPANY**

Staff Contact:

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

Background:

The Southern California Edison Company (SCE) is acquiring right of way for its West of Devers Upgrade Project (Project). The California Public Utilities Commission (CPUC) served as Lead Agency under the California Environmental Quality Act (CEQA) (Pub. Resources Code, §§ 21000 et seq.) and the State CEQA Guidelines (Cal. Code Regs., tit. 14, §§ 15000 et seq.) and certified a Final Environmental Impact Report (State Clearinghouse No. 2014051041) (EIR) analyzing the environmental impacts of the Project.

The Project will involve the construction of an electric transmission line over 48 corridor miles. The Project will also involve removing existing 66kV and 220kV electric transmission lines and replacing them with new double-circuit transmission lines of the same voltages. The Project will impact RCA-owned land in the City of Calimesa. SCE has agreed to pay \$6,000, the appraised value, for 3,223 square feet of permanent easement and 14,711 square feet of temporary easement. Staff recommends approval of the Resolution authorizing the Executive Director to sign the Purchase and Sale Agreement for the Sale of Easements.


Staff has reviewed and considered the information contained in the EIR, and all supporting documentation. The EIR considered the effects associated with the Project, including impacts in the City of Calimesa. The EIR and supporting environmental documentation contain a complete, objective, and accurate reporting of those potential impacts. Further, having not been legally challenged, the EIR is presumed to comply with CEQA. There is no new information, circumstances or changes to the previously-approved Project that would warrant additional CEQA review.

Staff Recommendation:

That the RCA Board of Directors:

1. Approve Resolution No. 2018-006, *Resolution of the Board of Directors of the Western Riverside County Regional Conservation Authority Considering an Environmental Impact Report (SCH #2014051041), Making Responsible Agency Findings, and Authorizing the Sale of Certain Easements to the Southern California Edison Company*; and

2. Authorize the Executive Director, pursuant to legal counsel review and approval, to execute said agreement on behalf of the RCA.

FINANCIAL INFORMATION	
In Fiscal Year 2018 Budget: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Revenue: \$ 6,000
Source of Funds: Sale of Right of Way	Budget Adjustment: N/A
Approved by: 	Date: May 31, 2018

Attachments:

1. Resolution No. 2018-006
2. Purchase and Sale Agreement for the Sale of Easements to the Southern California Edison Company
3. Project Location Map
4. Link to West of Devers Upgrade Project EIR and supporting documentation:
<http://www.cpuc.ca.gov/environment/info/aspen/westofdevers/toc-feir.htm>

AGENDA ITEM NO. 8.5
Attachment 1

RESOLUTION NO. 2018-006

RESOLUTION NO. 2018-006

RESOLUTION OF THE BOARD OF DIRECTORS OF THE WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY CONSIDERING AN ENVIRONMENTAL IMPACT REPORT (SCH #2014051041) FOR THE WEST OF DEVERS UPGRADE PROJECT, MAKING RESPONSIBLE AGENCY FINDINGS, AND AUTHORIZING THE SALE OF CERTAIN EASEMENTS TO THE SOUTHERN CALIFORNIA EDISON COMPANY

WHEREAS, the Southern California Edison Company is acquiring right-of-way for its West of Devers Upgrade Project (Project); and

WHEREAS, the Project will involve the construction of an electric transmission line over 48 corridor miles; and

WHEREAS, The Project will also involve removing existing 66kV and 220kV electric transmission lines, and replacing them with new double-circuit transmission lines of the same voltages; and

WHEREAS, the Project will impact RCA-owned land in the City of Calimesa; and

WHEREAS, the California Public Utilities Commission (CPUC) served as lead agency for the environmental review, analysis, and approval of the Project under the requirements of the California Environmental Quality Act (Pub. Resources Code, §§ 21000 et seq.) (CEQA) and the State CEQA Guidelines (Cal. Code Regs., tit. 14, §§ 15000 et seq.); and

WHEREAS, in accordance with CEQA and the State CEQA Guidelines, the CPUC certified an Environmental Impact Report (SCH #2016081056) (EIR) for the Project and approved the Project; and

WHEREAS, the Southern California Edison Company has offered \$6,000 for 3,223 square feet of easement and 14,711 of temporary easement on RCA-owned land in the City of Calimesa; and

WHEREAS, the revenue generated will assist the Western Riverside County Regional Conservation Authority in acquiring and providing open space for preservation of wildlife and plant life;

WHEREAS, the Western Riverside County Regional Conservation Authority has limited approval and implementing authority over the Project and, thus, is a "responsible agency" for the Project pursuant to the requirements of CEQA; and

WHEREAS, the Western Riverside County Regional Conservation Authority, at its agendized public meeting on June 4, 2018, independently reviewed and considered the EIR and all other related documents in the record before it; and

WHEREAS, all the procedures of CEQA have been met, and the EIR prepared in connection with the Project is sufficiently detailed so that all of the potential effects of the Project on the environment and measures necessary to avoid or substantially lessen such effects have been evaluated in accordance with CEQA; and

WHEREAS, as contained herein, the Western Riverside County Regional Conservation Authority has endeavored in good faith to set forth the basis for its decision on the Project; and

WHEREAS, all of the findings and conclusions made by the Western Riverside County Regional Conservation Authority under this Resolution are based upon the oral and written evidence presented to it as a whole and not based solely on the information provided in this Resolution; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the Board of Directors of the Western Riverside County Regional Conservation Authority as follows:

1. That the Board of Directors of the Western Riverside County Regional Conservation Authority hereby finds and declares that the above recitals are true and correct.

2. In the Western Riverside County Regional Conservation Authority's limited role as a responsible agency under CEQA, the Board of Directors of the Western Riverside County Regional Conservation Authority has reviewed and considered the information contained in the EIR, and all supporting documentation, copies of which are on file at the Western Riverside County Regional Conservation Authority's office and are incorporated by reference as though set forth fully herein. Based on this review, the Board of Directors of the Western Riverside County Regional Conservation Authority finds that, as to those potential environmental impacts within the Western Riverside County Regional Conservation Authority's powers and authorities as a responsible agency, that the EIR and supporting environmental documentation contain a complete, objective, and accurate reporting of those potential impacts, and that these findings reflect the independent judgment and analysis of the Board of Directors of the Western Riverside County Regional Conservation Authority.

3. The Board of Directors of the Western Riverside County Regional Conservation Authority concurs with the County's environmental findings regarding the Project and adopts those findings, as though fully set forth herein.

4. That the Board of Directors of the Western Riverside County Regional Conservation Authority approves the purchase price of \$6,000 for the 3,223 square feet of easement and the 14,711 square feet of temporary easement.

5. That the Board of Directors of the Western Riverside County Regional Conservation Authority approves a Purchase and Sale Agreement for the Sale of Certain of Easements to the Southern California Edison Company.

6. That the Executive Director of the Western Riverside County Regional Conservation Authority is authorized to execute the Purchase and Sale Agreement for the Sale of Certain Easements to the Southern California Edison Company.

7. The Board of Directors of the Western Riverside County Regional Conservation Authority directs staff to file a Notice of Determination with the Riverside County Clerk's Office and State Clearinghouse within five (5) working days of adoption of this Resolution.

8. The documents and materials that constitute the record of proceedings on which this Resolution and the above findings have been based are located at the offices of the Western Riverside County Regional Conservation Authority. The custodian for these records is Honey Bernas, Director of Administrative Services, and is located at 3403 10th Street, Suite 320, Riverside, California, 92501.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Western Riverside County Regional Conservation Authority held the 4th day of June, 2018.

BY: _____
Jonathan Ingram, Chairman
Western Riverside County
Regional Conservation Authority

ATTEST:

BY: _____
Honey Bernas, Clerk of the Board

AGENDA ITEM NO. 8.5
Attachment 2

**PURCHASE AND SALE
AGREEMENT FOR THE
SALE OF EASEMENTS TO
THE SOUTHERN CALIFORNIA
EDISON COMPANY**

SERIAL NO: 69886A
APN(s): 413-180-030 & 413-180-031
PROJECT: West of Devers Upgrade Project

PURCHASE AND SALE AGREEMENT FOR ACQUISITION OF EASEMENTS

THIS PURCHASE AND SALE AGREEMENT, hereinafter referred to as the "AGREEMENT", is entered into by and between the Southern California Edison Company, a publicly regulated private utility company, (hereinafter called "SCE"), and **THE WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA, AS TO PARCEL 1 AND THE WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY, A JOINT POWERS AUTHORITY, AS TO PARCEL 2**, (collectively, hereinafter called "Seller") for acquisition by SCE of certain real property rights hereinafter set forth for the construction, operation and use as part of the West of Devers Upgrade Project (hereinafter called the "Project").

WHEREAS, SCE is in the process of acquiring the necessary real property and property rights for the Project, and has determined that portions of Seller's property, identified as Assessor Parcel Number(s) «413-180-030 & 413-180-031, located in an unincorporated area of the County of Riverside, State of California (said portions hereinafter called the "Subject Property"), are necessary for the construction and operation of the Project.

NOW THEREFORE, IN CONSIDERATION OF ALL THE FOREGOING, THE PARTIES DO HEREBY AGREE AS FOLLOWS:

1. AGREEMENT TO SELL AND PURCHASE. Seller agrees to sell to SCE, and SCE agrees to purchase from Seller, upon the terms and for the consideration set forth in this Agreement, certain rights to use the property as set forth in Section 5 below and subject to that separate Lender Consent Agreement executed concurrently with this Agreement.
2. PURCHASE PRICE. The total purchase price for the Subject Property shall be the sum of SIX THOUSAND DOLLARS \$6,000. The purchase price, shall be payable as set forth below.
3. CONVEYANCE OF TITLE. Seller agrees to convey by easement documents, substantially in the form of Exhibits A (B,C, as required) attached hereto (the "Easement Documents"), to SCE title to the Subject Property (free and clear of all recorded and unrecorded liens, encumbrances, assessments, easements, licenses, leases, and taxes,) (and consistent with the Lender Consent Agreement).
4. TITLE INSURANCE POLICY. If SCE so chooses, following recording of said Easement Documents by SCE, to acquire a CLTA Standard Coverage Policy of Title Insurance, SCE agrees to pay the premium charged therefore.

5. TRANSACTION. Seller shall execute and deliver said Easement Documents as referenced in Paragraph 3, above, to SCE's title department concurrently with this Agreement, or as soon as possible thereafter when said Easement Documents are available. SCE's title department shall handle the process of recording the Easement Documents. SCE shall send payment referenced in Paragraph 2 above within thirty (30) days of the recording of the Easement Documents. SCE and Seller agree to cooperate and provide any additional instruments as may be reasonably necessary to complete this transaction.
6. TRANSACTION COSTS. With the exception of Paragraph 5(a), SCE agrees to pay all transaction costs and fees related to the recording and conveyance of the Easement Documents, including but not limited to recording and title insurance fees incurred in this transaction.
7. INDEMNITY. SCE shall indemnify, defend, and hold harmless RCA and its respective directors, officers, managers, members, employees, agents, contractors, and invitees (collectively, "Protected Persons") from and against any and all losses, damages, causes of action, claims, liabilities, costs, and expenses (including without limitation reasonable attorneys' fees and costs of litigation) (collectively, "Claims") made against or suffered by Protected Persons arising from or relating to, directly or indirectly, any approvals issued by RCA, on the ground that RCA failed to comply with the California Environmental Quality Act ("CEQA"), including any claim for private attorney general fees, litigation costs, record preparation costs, and expenses associated with RCA's cooperation in the defense. This obligation to indemnify shall survive the expiration or earlier termination of this Agreement.
8. EMINENT DOMAIN PROCEEDINGS. The parties acknowledge that this Agreement constitutes a voluntary acquisition of the Subject Property in lieu of eminent domain, and that SCE is acquiring the Subject Property under the threat of eminent domain for the Project, a public use. Seller expressly acknowledges that the execution of this Agreement does not constitute a waiver of SCE's constitutional and statutory right to commence and maintain an eminent domain proceeding in Superior Court to either (1) acquire the Subject Property to address a defect in Seller's ability to convey clear and unencumbered title to SCE, or (2) to clear any additional recorded or unrecorded encumbrances that impact SCE's ability to own and possess the Subject Property free of any encumbrance, license, easement, property right and/or lien for the Project.
9. WAIVER UNDER SECTION 1542. The parties intend that this Agreement will result in a full, complete, and final resolution and settlement of any and all claims, causes of action or disputes which exist, or may exist, between them as to the acquisition, possession and/or use of the Subject Property in the manner proposed by SCE, except as expressly provided herein. It is therefore understood that the waiver, under this Agreement, of any rights, damages, compensation or benefits to which a party is, or may be, entitled is intended to be full and complete, except as expressly provided herein. Accordingly, except as provided herein, upon and subject to the completion of the transaction as described in Section 5:

a Pursuant to the releases set forth in this Agreement, Seller and SCE each hereby

specifically waive the provision of section 1542 of the Civil Code of the State of California which provides:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.”

- b. Seller and SCE each represents and warrants that it understands the effect of this waiver of section 1542 and has had the opportunity to discuss the effect of this waiver with counsel of its choice.
 - c. However, Seller acknowledges that SCE is not waiving any claims related to the presence of hazardous materials.
 - d. Seller and SCE acknowledge and understand that the Parties are not waiving, amending, superseding, replacing, or impacting that certain Participating Special Entity Certificate of Inclusion for the West of Devers Upgrade Project dated March 2, 2017 between Seller and SCE authorizing SCE to “take” covered species provided certain terms and conditions are met (“Certificate of Inclusion”). Seller and SCE reaffirm that the terms and obligations set forth by the Certificate of Inclusion are still valid, effective and fully enforceable. To the extent there is any conflict between the Certificate of Inclusion and this Agreement, the easements that are the subject of this agreement, or both, the Certificate of Inclusion shall control.
10. COUNTERPARTS. This Agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.
11. CONTINGENCY. It is understood and agreed between the parties hereto that the completion of this transaction is contingent upon the specific acceptance and approval of SCE, or its designated assignee or authorized person(s). The execution of this Agreement by SCE constitutes said acceptance and approval.
12. NO BROKERS. SCE and Seller each represents to the other that no brokers have been involved in this transaction. Any party in breach of this provision will indemnify the non-breaching party against any claim, suits, damages and costs incurred or resulting from the claims of any person for any brokerage fee or compensation due in connection with this transaction pursuant to a written agreement made with said claimant.
13. JURISDICTION AND VENUE. This Agreement shall be governed by and constructed in accordance with the laws of the State of California. The parties consent to the jurisdiction of the Riverside Superior Court, for any and all claims related to this Agreement or the Subject Property.
14. ASSIGNMENT. The terms and conditions, covenants, and agreements set forth herein

shall apply to and bind the heirs, executors, administrators, assigns and successors of the parties hereto. SCE may freely assign any or all of its interests or rights under this Agreement without the consent of Seller.

15. COOPERATION. Each party agrees to cooperate with the other in the closing of this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement including, but not limited to, releases or additional agreements.
16. ENTIRE AGREEMENT, WAIVER AND MODIFICATION. This Agreement is the entire Agreement between the parties with respect to the subject matter of this Agreement. It supersedes all prior agreements and understandings, whether oral or written, between the parties with respect to the matters contained in this Agreement. Any waiver, modification, consent or acquiescence with respect to any provision of this Agreement shall be set forth in writing and duly executed by or on behalf of the party to be bound thereby. No waiver by any party of any breach hereunder shall be deemed a waiver of any other or subsequent breach.
17. NOTICES. Any notice that either party may or is required to give the other shall be in writing, and shall be either personally delivered or sent by regular U.S. Mail, to all of the following addresses:

As to SCE:	Southern California Edison Company Real Properties – Title & Valuation 2 Innovation Way, 2 nd Floor Pomona, CA 91768
As to SCE:	Southern California Edison Company Law Department 2244 Walnut Grove Avenue, 3 rd Floor Rosemead, CA 91770
As to Seller:	Western Riverside County Regional Conservation Authority 3133 Mission Inn Avenue Riverside, CA 92507
As to Seller Counsel:	

18. RECORDING. SCE shall be entitled to record the Easement Documents contemplated herein, along with any Certificate of Acceptance with the Riverside County Recorder's Office.
19. SEVERABILITY. If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected, so long

as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to either party. Upon such determination that any term or provision is illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the greatest extent possible.

20. CONSTRUCTION. Section headings are solely for the convenience of the parties and are not a part of and shall not be used to interpret this Agreement. The singular form shall include the plural and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. Unless otherwise indicated, all references to Sections are to this Agreement.
21. AUTHORITY. Each individual executing this Agreement on behalf of an entity represents and warrants that he or she has been authorized to do so by the entity on whose behalf he or she executes this Agreement and that said entity will thereby be obligated to perform the terms of this Agreement.
22. ATTORNEY'S FEES. In the event of suit, arbitration, or other proceeding to enforce the terms of this Agreement, the prevailing party (as defined by *Civil Code* §1717) in any such proceeding shall be entitled to a reasonable award of attorneys' fees. As used herein, "attorneys' fees" includes all reasonable attorneys' fees actually incurred, reasonable costs for pursuit of discovery, including deposition transcripts, preparation of exhibits, and the like, and all other costs normally recoverable in civil actions.
23. IDENTIFICATION OF SELLER. For purposes of identifying the owner of the Subject Property being acquired by SCE for issuing IRS Form 1099, Seller requests that said Form name the recipient of the funds paid herein as listed on the provided W-9.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year set forth below.

SELLER

**THE WESTERN RIVERSIDE COUNTY
REGIONAL CONSERVATION AUTHORITY, a
political subdivision of the State of California, as to
parcel 1**

By: _____

Name: _____

Its: _____

SELLER

**THE WESTERN RIVERSIDE COUNTY
REGIONAL CONSERVATION AUTHORITY, a
joint powers authority, as to parcel 2**

By: _____

Name: _____

Its: _____

**SOUTHERN CALIFORNIA EDISON
COMPANY**

Dated: _____

By: _____
Anjeanette Barrett
Acquisitions Project Manager

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Name: _____

By: _____
Keith E. McCullough

Counsel for Seller

Andrew M. Jones

Counsel For SCE

RECORDING REQUESTED BY
SOUTHERN CALIFORNIA EDISON COMPANY

Exhibit A

WHEN RECORDED MAIL TO
SOUTHERN CALIFORNIA EDISON COMPANY
2 INNOVATION WAY, 2FLOOR
POMONA, CA 91768
ATTN: TITLE & VALUATION

SPACE ABOVE THISLINE FOR RECORDER'SUSE

GRANT OF EASEMENT

DOCUMENTARY TRANSFER TAX \$ _____ _____ COMPUTED ON FULL VALUE OF PROPERTY CONVEYED _____ OR COMPUTED ON FULL VALUE LESS LIENS AND ENCUMBERANCES REMAINING AT TIME OF SALE	APPROVED REAL PROPERTIES DEPARTMENT BY YM DATE 11/7/17 PROJECT: WEST OF DEVERS SERVICE ORDER: 801275175 FILE NUMBER: ACQ202998209 SCE DOCUMENT NUMBER: 505880
_____, <u>SO. CAL. EDISON CO.</u> SIGNATURE OF DECLARANT OR AGENT DETERMINING TAX, FIRM NAME	
SERIAL NUMBER: 69886A SEGMENT: 4 LOCATION: Riverside APN: 413-180-030 & 413-180-031	

The WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY, a political subdivision of the State of California, as to Parcel 1 and The WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY, a joint powers authority, as to Parcel 2, hereinafter called "**Grantor**", for a valuable consideration, paid by SOUTHERN CALIFORNIA EDISON COMPANY, a California corporation, receipt of which is hereby acknowledged, hereby grant(s), bargain(s), sell(s) and convey(s) unto said **SOUTHERN CALIFORNIA EDISON COMPANY**, a California corporation, its successors and assigns, hereinafter called "**Grantee**", all those certain permanent and exclusive easements and rights of way to construct, operate, use, maintain, inspect, repair, renew, replace, reconstruct, enlarge, alter, add to, improve, relocate and remove, at any time and from time to time, electric lines, consisting of one or more lines of towers, poles and other structures, wires, cables, including ground wires and communication circuits, both overhead and underground, with necessary and convenient foundations, conduits, pullboxes, guy wires and anchors, insulators and cross arms placed on said structures, and other fixtures, appliances and appurtenances connected therewith, necessary or convenient for the construction, operation, regulation, control, grounding and maintenance of electric lines and communication circuits, for the purpose of transmitting, distributing, regulating and controlling electric energy to be used for light, heat, power, communication, and other purposes, together with the easement and right of way for roads, ingress, egress and other convenient purposes needed or desired at any time and from time to time by Grantee, and the right to clear and to keep clear said easements and rights of way and the real property affected thereby, free from explosives, buildings, structures, equipment, trees, vines, brush, combustible materials and any and all other obstructions of any kind, including, but not in any way in limitation of the generality of the foregoing, swimming pools and appurtenances, fences (other than farm, grazing or pasture fences), and the parking of automobiles, trucks or other mechanical equipment, for protection from fire and other hazards and from interference with ingress and egress and with the unobstructed use of said easements and rights of way and every part thereof, and for any and all purposes herein mentioned; in, under, on, over, along and across a strip of land of carried width, hereinafter described and designated as "Right of Way Strip," lying within that certain real property of the Grantor, situated in the County of Riverside, State of California, more particularly described on the Exhibit "C", attached hereto and by this reference made a part hereof.

The said right of way strip is more particularly described on the Exhibit "A" and more particularly shown on the Exhibit "B", both attached hereto and by this reference made a part hereof.

Grantor further grants, bargains, sells and conveys unto the Grantee the right of assignment, in whole or in part, to others, without limitation, and the right to apportion or divide in whatever manner Grantee deems desirable, any one or more, or all, of the easements and rights, including but not limited to all rights of access and ingress and egress granted to the Grantee by this Grant of Easement.

Grantee shall have the right to construct roads, use existing roads and make such additions thereto, on lands of Grantor within and adjoining said right of way strip, as shall be necessary or convenient to Grantee's access to and use of said right of way strip, or any extension of said right of way strip on the lands of others, and the right to use all necessary and convenient means of ingress to and egress from said right of way strip, or said extension thereof, from the public highway most convenient thereto, for the uses and purposes and the exercising of the rights herein granted. In the event, alternate public roads are constructed which, in the opinion of Grantee, will provide Grantee with access to said right of way strip, or said extension thereof, as convenient and adequate as that which Grantee may then be using, Grantee agrees to quitclaim any such portion or portions of the access roads no longer required hereunder as may be determined by Grantee.

Grantor reserves for Grantor and Grantor's successors and assigns, across (but not longitudinally along) said right of way strip, rights for (1) underground water pipelines, (2) farm, grazing or pasture fences, and (3) roads, provided, however, that the exercise of such rights does not interfere with or endanger, in the opinion of Grantee, the operation or maintenance of the electric lines and communication circuits of Grantee, or Grantee's ready access to its said electric lines and communication circuits, or the exercise of any of the rights herein granted to Grantee. In addition to said reserved rights for water pipelines, farm fences and roads, Grantor and Grantor's successors and assigns shall have only the additional right to cultivate the land within said right of way strip for any and all field or orchard crops which may be grown thereon or to use such land for grazing and pasturage, provided such uses shall not interfere with the rights herein granted to Grantee, its successors and assigns. Grantor expressly agrees that Grantee, its successors, assigns and agents, shall not be liable for damage to, or removal of trees and vines, including loss of production, both present and future, where such damage, removal and loss occurs as a result of the exercise of the rights granted herein. Grantor expressly agrees for Grantor and Grantor's successors and assigns, that said right of way strip will never be used for cemetery purposes.

Where said right of way strip is under cultivation, said underground cables, wires and conduits shall be laid so that the tops thereof shall be at least 36 inches below the surface of the ground.

Grantee shall have the right to install and use gates in any and all fences which are now or may hereafter be constructed on said lands of Grantor, for the purpose of permitting at all times convenient entry to and along said right of way strip. Any gates which are installed by Grantee on said lands, shall be locked with Grantee's locks, and also, if Grantor so desires, may be locked with Grantor's locks, in such a manner that either can lock or unlock the gates. Any gates which are installed and locked by Grantor and used by Grantee shall be locked also by Grantee's locks so that either can lock or unlock the gates.

Grantee shall have the right to make such surface cuts within said right of way strip as may be necessary to maintain the clearance between the wires and cables and the surface of the ground that may be required by the orders of the Public Utilities Commission of the State of California, or other governmental body having jurisdiction thereof, or that may be necessary for the economical construction, maintenance or operation of said electric lines, communication circuits and appurtenances.

In addition to the right of the Grantee to remove trees from said right of way strip, the Grantee shall also have the right to trim or top and to keep trimmed or topped any and all trees on the lands of Grantor within said right of way strip, and any and all trees on the lands of the Grantor adjacent to said right of way strip for a distance of 75 feet from the exterior lines of said right of way strip, to such heights as in the judgment of Grantee, its successors or assigns, shall be reasonably necessary for the proper construction, operation and maintenance of said electric lines and communication circuits, but at no point outside of said right of way strip to a height of less than 50 feet.

Grantor or Grantor's successors or assigns, shall not deposit or permit or allow to be deposited, earth, rubbish, debris or any other substance or material, whether combustible or noncombustible, on said right of way strip, or so near thereto as to constitute, in the opinion of Grantee, its successors or assigns, a menace or danger to said electric lines and communication circuits or which may in the opinion of Grantee, interfere with Grantee's ready access to said electric lines and communication circuits.

It is understood and agreed that the grant of this easement does not convey to Grantee any right, title or interest in or to any oil, gas, petroleum or other mineral or hydrocarbon substances within the limits of the said right of way strip or otherwise, but that Grantor and Grantor's successors and assigns, in prospecting for or developing oil, gas, petroleum or other mineral or hydrocarbon substances will do so from adjacent land and in such a manner as will not endanger or interfere with the structures and facilities erected and installed by Grantee or with the operation or maintenance of the electric lines and communication circuits of Grantee, and will not construct, place or maintain, or permit to be constructed, placed or maintained, any oil or mud sump, derrick, drilling rig, oil storage tank or other structure of any kind whatsoever, on any portion of said right of way strip.

It is further understood and agreed that no other easement or easements shall be granted on, under or over said right of way strip by Grantor to any person, firm or corporation without the previous written consent of Grantee.

The terms, covenants and conditions of this Grant of Easement shall bind and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of Grantee.

EXECUTED this _____ day of _____, 2017.

Grantor:

**WESTERN RIVERSIDE COUNTY REGIONAL
CONSERVATION AUTHORITY, a political subdivision of the
State of California, as to parcel 1**

By: _____

Name: _____

Its: _____

Grantor:

**The WESTERN RIVERSIDE COUNTY REGIONAL
CONSERVATION AUTHORITY, a joint powers
authority, as to parcel 2**

By: _____

Name: _____

Its: _____

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____ before me, _____, a Notary Public, personally appeared

_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____ before me, _____, a Notary Public, personally appeared

_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

EXHIBIT "A"
LEGAL DESCRIPTION
SERIAL No. 69886A

PARCEL No. 1 TRANSMISSION LINE EASEMENT AREA TO SCE

THAT PORTION OF THE LAND DESCRIBED IN GRANT DEED RECORDED AUGUST 28, 2006 AS DOCUMENT No. 2006-06032645, OF OFFICIAL RECORDS, IN THE CITY OF CALIMESA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF PARCEL A OF LLA 05-001 RECORDED APRIL 26, 2005 AS DOCUMENT No. 2005-0324927, OF OFFICIAL RECORDS, SAID POINT BEING THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 5889.65 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS NORTH 43°14'40" EAST;

THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE OF PARCEL A AND SAID CURVE THROUGH A CENTRAL ANGLE OF 04°41'07", AN ARC LENGTH OF 481.62 FEET;

THENCE NORTH 51°26'27" WEST, 20.24 FEET TO THE NORTHWESTERLY LINE OF THAT CERTAIN 100 FOOT WIDE TRANSMISSION LINE EASEMENT TO CALIFORNIA ELECTRIC POWER COMPANY RECORDED JANUARY 6, 1961, IN BOOK 2827 PAGE 292 (SCE DOC 253834), OF OFFICIAL RECORDS OF SAID COUNTY, AND THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID SOUTHWESTERLY LINE NORTH 51°26'27" WEST, 4.29 FEET;

THENCE LEAVING SAID SOUTHWESTERLY LINE NORTH 68°50'02" EAST, 67.95 FEET;

THENCE NORTH 68°34'15" EAST, 774.32 FEET TO AN ANGLE POINT ON THE NORTHWESTERLY LINE OF THAT CERTAIN 100 FOOT WIDE TRANSMISSION LINE EASEMENT TO CALIFORNIA ELECTRIC POWER COMPANY RECORDED MAY 26, 1961 AS INSTRUMENT 45201, IN BOOK 2914 PAGE 106 (SCE DOC 255425), OF OFFICIAL RECORDS OF SAID COUNTY, SAID POINT HEREIN AFTER REFERRED TO AS POINT A;

THENCE ALONG THE NORTHWESTERLY LINES OF SAID SCE DOC 255425 AND SCE DOC 253834 SOUTH 68°20'19" WEST, 840.13 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 1,444 SQUARE FEET OR 0.03 ACRES, MORE OR LESS.

AS SHOWN ON EXHIBIT "B" ATTACHED HERewith AND MADE A PART HEREOF.

PARCEL No. 2 TRANSMISSION LINE EASEMENT AREA TO SCE

BEGINNING AT SAID POINT A, BEING AN ANGLE POINT IN THE NORTHERLY LINE OF THAT CERTAIN 100 FOOT WIDE TRANSMISSION LINE EASEMENT TO CALIFORNIA ELECTRIC POWER COMPANY RECORDED MAY 26, 1961 AS INSTRUMENT 45201, IN BOOK 2914 PAGE 106 (SCE DOC 255425), OF OFFICIAL RECORDS OF SAID COUNTY;

THENCE NORTH 68°34'15" EAST, 25.01 FEET;

THENCE SOUTH 70°25'13" EAST, 106.08 FEET TO A POINT ON THE EASTERLY LINE OF SAID PARCEL A OF LLA 05-001;

THENCE ALONG SAID EASTERLY LINE SOUTH 13°24'41" EAST, 15.98 FEET TO A POINT ON THE NORTHERLY LINE OF SAID 100 FOOT WIDE TRANSMISSION LINE EASEMENT;

THENCE ALONG SAID NORTHERLY LINE NORTH 71°42'36" WEST, 133.68 FEET TO THE **TRUE POINT OF BEGINNING.**

CONTAINING 1,779 SQUARE FEET OR 0.04 ACRES, MORE OR LESS.

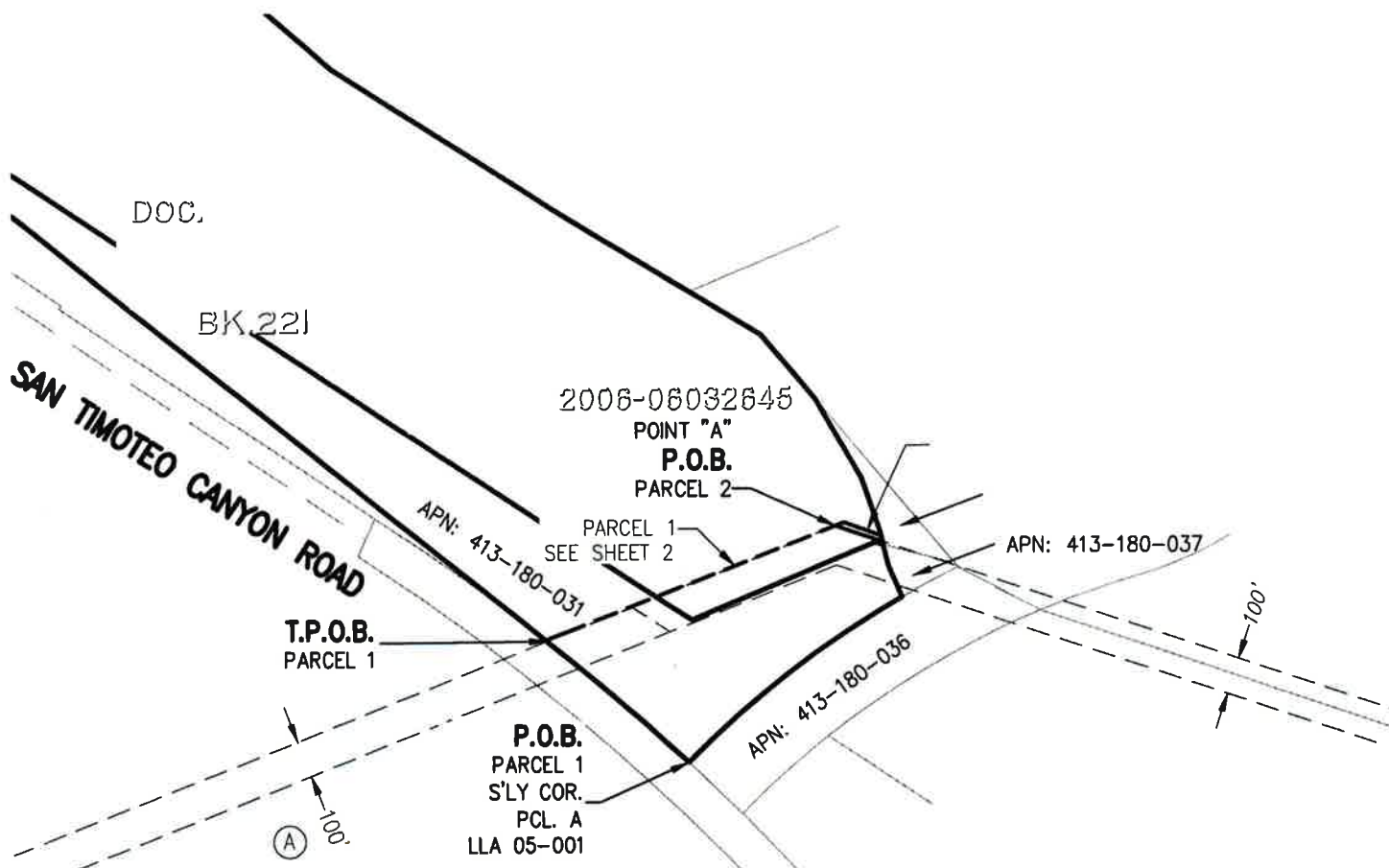
AS SHOWN ON EXHIBIT "B" ATTACHED HERewith AND MADE A PART HEREOF.

y **ME OR** UNDER MY DIRECTION

 DATE -1-17
BRIAN W. MOORE, P.L.S. No. 7533
SOUTHERN CALIFORNIA EDISON COMPANY



THAT PORTION OF THE LAND DESCRIBED IN GRANT DEED RECORDED AUGUST 28, 2006 AS DOCUMENT No. 2006-06032645, OF OFFICIAL RECORDS, IN THE CITY OF CALIMESA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.



@ 100' WIDE EASEMENT TO CA. ELEC. POWER CO. RECORDED 01/06/1961 BK 2827 PG 292, O.R. (SCE DOC 253834)

® 100' WIDE EASEMENT TO CA. ELEC. POWER CO. RECORDED 05/26/1961 PER BK 2914 PG 106, O.R. AS INST. 45201 (SCE DOC 255425)

D LANDS OF GRANTOR
APN: 413-180-030 AND 413-180-031
Area = 2,681,989 SqFt = 61.57 Acres

PARCEL 1, TRANSMISSION LINE
EASEMENT AREA TO SOUTHERN
CALIFORNIA EDISON COMPANY
Area = 1,444 SqFt = 0.03 Acres

PARCEL 2 TRANSMISSION LINE
EASEMENT AREA TO SOUTHERN
CALIFORNIA EDISON COMPANY
Area = 1,779 SqFt = 0.04 Acres



100 1000
IN FEET

EXHIBIT "8"
SHEET 1 OF 3

PROJECT NAME: WEST OF DEVERS

6/13/2017 1:07 PM M.S.51-106

MAP & F.B. REF: LLA 05 - 001, AMENDED PM 31922 BK 221 PG 56

CITY: CALIMESA

COUNTY: RIVERSIDE

DRAWN BY: TOWILL, INC.

SURVEYED BY: MULTIPLE CREWS

DATE: 04/20/17

TRES: LINDA CHAVEZ

SERIAL NO.: 69886A

CHECKED BY: BRIAN MOORE



WORK ORDER NO.: 801275175

NOTIFICATION NO.: 202998209

File Name: T:\ARCHIVE\DRAWING\ 69886A

.DWG

THAT PORTION OF THE LAND DESCRIBED IN GRANT DEED RECORDED AUGUST 28, 2006 AS DOCUMENT No. 2006-06032645, OF OFFICIAL RECORDS, IN THE CITY OF CALIMESA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

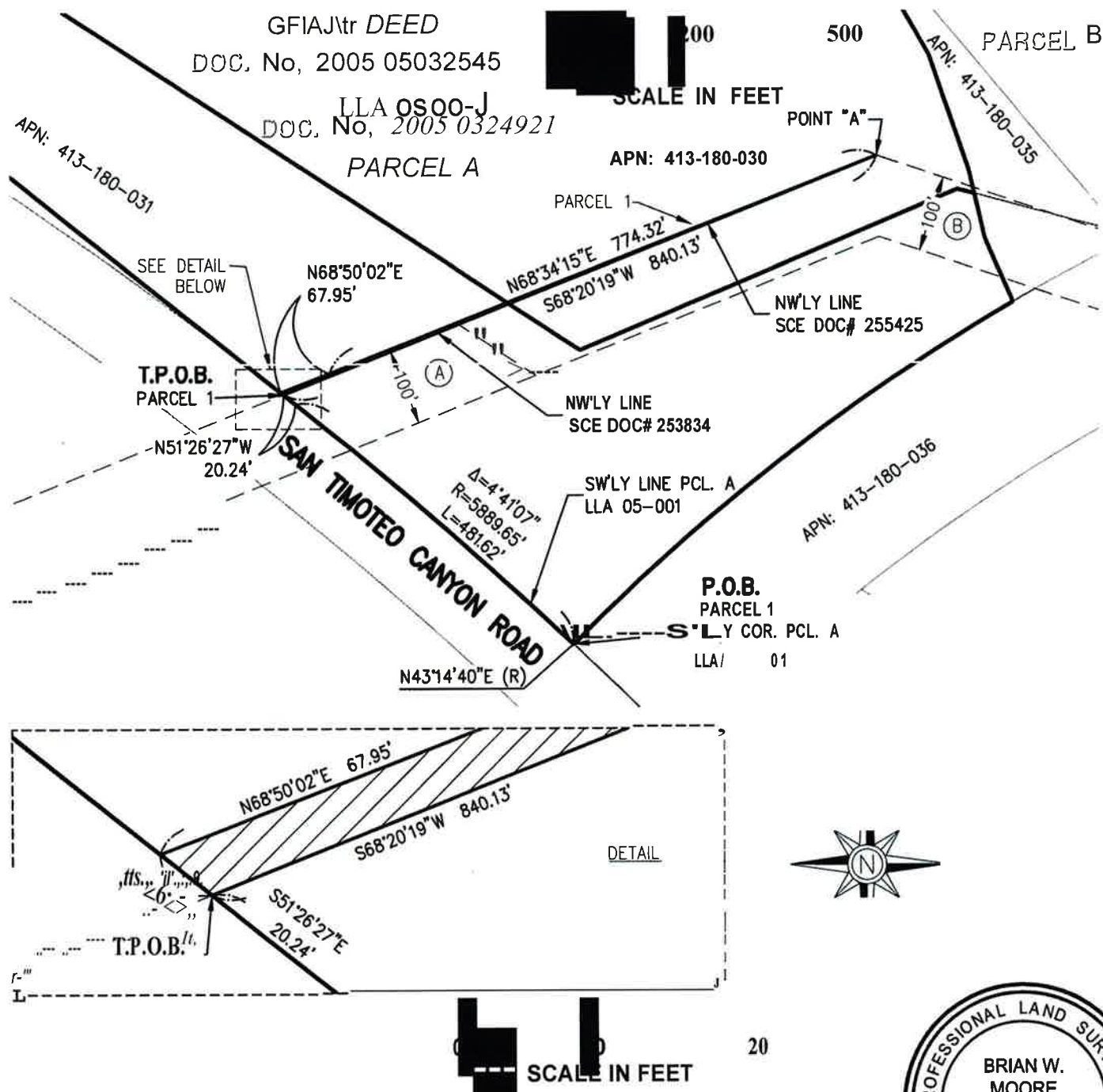


EXHIBIT 18 11

SHEET 2 OF 3

SEE SHEET 1 FOR LEGEND

PROJECT NAME: WEST OF DEVERS

6/13/2017 1:09 PM

M.S. 51-106

MAP 04823019 REF: LLA 05-001, AMENDED PM 31922 BK 221 PG 56

CITY: CALIMESA

COUNTY: RIVERSIDE

DRAWN BY: TOWILL, INC.

SURVEYED BY: MULTIPLE CREWS

DATE: 04/20/17

TRES: LINDA CHAVEZ

SERIAL NO.: 69886A

CHECKED BY: BRIAN MOORE



WORK ORDER NO.: 801275175

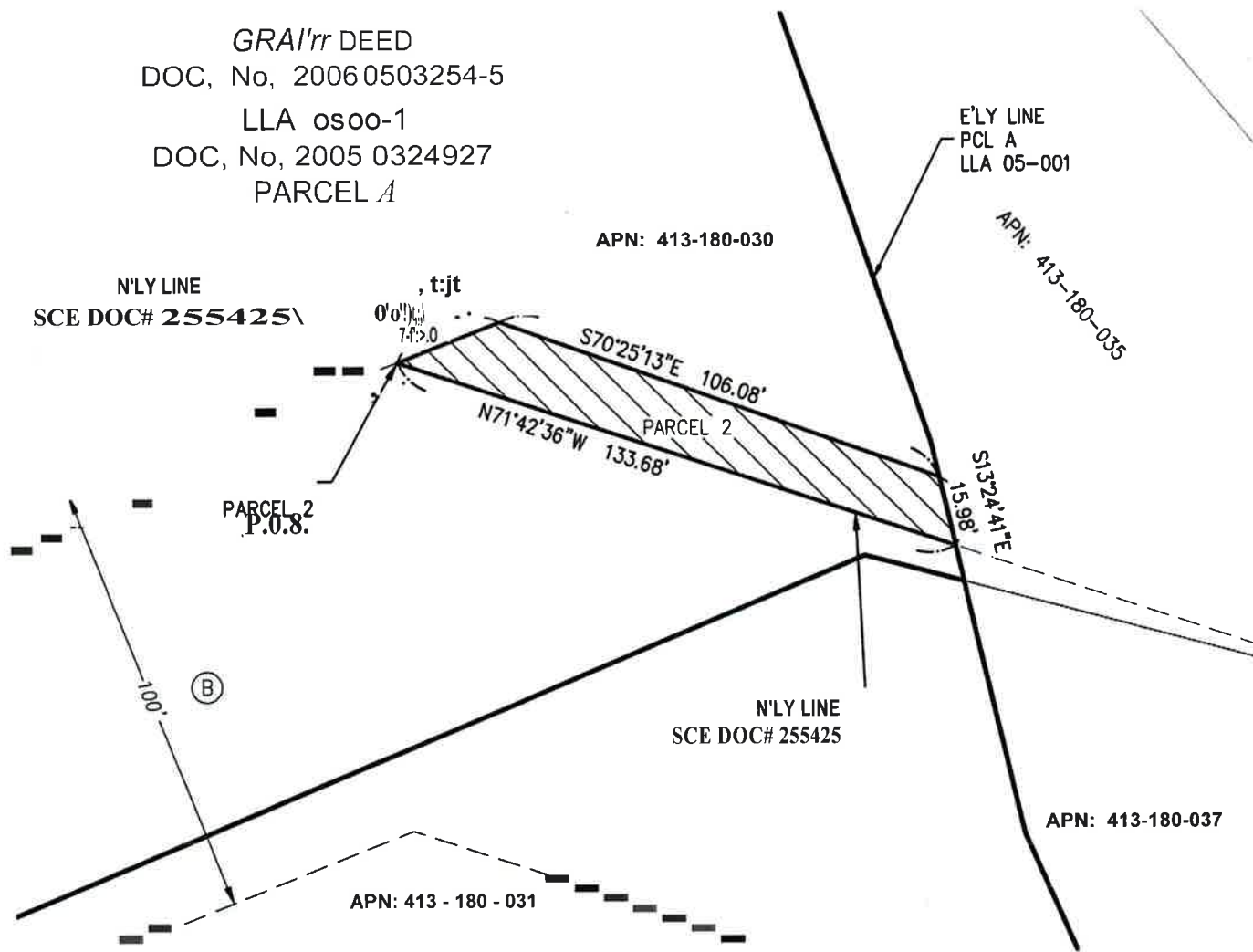
NOTIFICATION NO.: 202998209

File Name: T:\ARCHIVE\DRAWING\ 69886A

.DWG

THAT PORTION OF THE LAND DESCRIBED IN GRANT DEED RECORDED AUGUST 28, 2006 AS DOCUMENT No. 2006-06032645, OF OFFICIAL RECORDS, IN THE CITY OF CALIMESA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

GRA/rr DEED
DOC, No, 2006 0503254-5
LLA osoo-1
DOC, No, 2005 0324927
PARCEL A



80

EXHIBIT "8"

SHEET 3 OF 3

SEE SHEET 1 FOR LEGEND

PROJECT NAME: WEST OF DEVERS			6 / 13 / 2017 1: 10 PM		M.S. 51- 106
DRAWN BY: TOWILL, INC.			CITY: CALIMESA		COUNTY: RIVERSIDE
DATE: 04/ 20/ 17			SERIAL NO.: 69886A		CHECKED BY: BRIAN MOORE
WORK ORDER NO.: 8 0 1275 175			NOTIFICATION NO.: 2 0 29 98209		File Name: T:\ ARCHIVE\ DRAWING\ 69886 A



DWG

EXHIBIT "C"

All that certain real property situated in the County of Riverside, State of California, described as follows:

Parcel 1: (APN: 473-060-005-7)

Property "B" of that certain Notice of Lot Line Adjustment No. 4398, in the County of Riverside, State of California, recorded February 4, 2002 as Instrument No. 2002-062940 of Official Records, more particularly described as follows:

Section 23, Township 2 South, Range 3 West, San Bernardino Base and Meridian, in the City of San Bernardino, County of San Bernardino, State of California, according to the official plat thereof.

Except therefrom that portion included in the Moreno-Redlands Road, 80.00 feet in width conveyed to the County of Riverside, by Deed recorded February 20, 1951 in Book 1245, Page 564 of Official Records.

Also except therefrom that portion of said Section 23 described as follows:

Commencing at the Northeast corner of said Section 23,
Thence South 88° 51' 57" West along the North line of said Section 23,
740.0 feet to the true point of beginning;
Thence continuing South 88° 51' 57" West along the said North line, 1264.58 feet;
Thence South 01° 08' 03" East, at right angles to the said North line 1006.03 feet;
Thence South 33° 06' 02" West, 204.23 feet;
Thence South 82° 05' 51" East, 175.26 feet;
Thence North 70° 08' 19" East, 623.66 feet;
Thence North 16° 45' 35" East, 383.42 feet;
Thence North 57° 38' 02" West 77.09 feet;
Thence North 24° 37' 19" East, 172.59 feet to the beginning of a 275.00 foot radius tangent curve, concave to the Southeast, having a radial bearing of South 65° 22' 41" East;
Thence Northeasterly along said 275.00 foot radius curve 210.13 feet through a central angle of 43° 46' 50";
Thence North 68° 24' 09" East, 261.08 feet to the beginning of a 120.00 foot radius tangent curve, concave to the Northwest, having a radial bearing of North 21° 35' 51" West;
Thence Northerly along said 120.00 foot radius curve 130.79' through a central angle of 62° 26' 50";
Thence North 05° 57' 19" East, 113.13 feet to a point on the North line of said Section 23, said point also being the true point of beginning.

Parcel 2: (APN: 413-180-030-2; 413-180-031-3; 413-170-042-2; 413-170-051-0)

Parcel A of that certain Certificate of Compliance For Lot Line Adjustment – Lot Line Adjustment No. LLA 05-001, in the City of Calimesa, County of Riverside, State of California, recorded April 26, 2005 as Instrument No. 2005-0324927 of Official Records, being more particularly described as follows:

Being a portion of Parcel 3 as shown on Parcel Map No. 31922, recorded in Book 209, Pages 31 through 38 inclusive of Parcel Maps, Records of Riverside County, City of Calimesa, County of Riverside, State of California, being more particularly described as follows:

Beginning at the common corner of Parcels 1, 3 and 10 as shown on said Parcel Map No. 31922;

Thence along the common line of said Parcels 3 and 10 the following courses;

- 1) North 58° 53' 55" West, a distance of 381.85 feet;
- 2) Thence North 57° 36' 53" West, a distance of 753.74 feet;
- 3) Thence North 49° 20' 53" West, a distance of 914.70 feet to the beginning of a non-tangent curve concave Southeasterly and having a radius of 1205.00 feet, a line radial to said curve at said point bears South 27° 27' 11" East;
- 4) Thence along the arc of said curve, an arc distance of 470.57 feet through a central angle of 22° 22' 30";
- 5) Thence tangent to said curve South 40° 10' 19" West, a distance of 277.91 feet to the beginning of a tangent curve concave Southeasterly and having a radius of 355.00 feet;
- 6) Thence along the arc of said curve, an arc distance of 91.55 feet through a central angle of 14° 46' 34";
- 7) Thence tangent to said curve, South 25° 23' 45" West, a distance of 58.08 feet;
- 8) Thence South 51° 26' 27" East, a distance of 2436.55 feet to the beginning of a tangent curve concave Southwesterly and having a radius of 5889.65 feet, said point being the common corner of said Parcels 1, 3 and 10 as shown on said Map;

Thence along the common line of said Parcels 1 and 3 the following courses;

- 1) Along the arc of said curve, an arc distance of 481.62 feet through a central angle of $4^{\circ} 41' 07''$, a line radial to said curve at said point bears North $43^{\circ} 14' 40''$ East, to the beginning of a non-tangent curve concave Southeasterly and having a radius of 2690.00 feet, a line radial to said curve at said point bears South $45^{\circ} 22' 59''$ East;
- 2) Thence along the arc of said curve, an arc distance of 735.10 feet through a central angle of $15^{\circ} 39' 26''$, a line radial to said curve at said point bears North $29^{\circ} 43' 33''$ West;

Thence departing said common line North $24^{\circ} 00' 45''$ West, a distance of 91.76 feet;

Thence North $13^{\circ} 24' 41''$ West, a distance of 91.76 feet;

Thence North $19^{\circ} 02' 10''$ West, a distance of 158.97 feet;

Thence North $30^{\circ} 17' 08''$ West, a distance of 242.78 feet to a point on the common line of said Parcels 1 and 3;

Thence continuing along said common line, North $40^{\circ} 21' 45''$ West, a distance of 229.92 feet;

Thence continuing along said common line, North $58^{\circ} 53' 55''$ West, a distance of 224.30 feet to the point of beginning.

Assessor's Parcel Number: 473-060-005-7; 413-180-030-2;
413-180-031-3; 413-170-042-2; 413-170-051-0

RECORDING REQUESTED BY
SOUTHERN CALIFORNIA EDISON COMPANY

Exhibit B

WHEN RECORDED MAIL TO
SOUTHERN CALIFORNIA EDISON COMPANY
2 INNOVATION WAY, 2FLOOR
POMONA, CA 91768
ATTN: TITLE & VALUATION

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

DOCUMENTARY TRANSFER TAX \$ _____ _____ COMPUTED ON FULL VALUE OF PROPERTY CONVEYED OR COMPUTED ON FULL VALUE LESS LIENS AND ENCUMBRANCES REMAINING AT TIME OF SALE _____ _____ SO. CAL. EDISON CO. SIGNATURE OF DECLARANT OR AGENT DETERMINING TAX, FIRM NAME	APPROVED REAL PROPERTIES DEPARTMENT BY YM DATE 11/7/17 PROJECT: WEST OF DEVERS FILE NUMBER: 202998209 ORDER NUMBER: 801275175 SCE DOCUMENT NUMBER: 510067
SERIAL NUMBER: 70900A SEGMENT: 4 LOCATION: Riverside APN: 413-180-030 & 413-180-031	

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY, a political subdivision of the State of California, as to Parcel 1 and The WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY, a joint powers authority, as to Parcel 2 hereinafter referred to as "**Grantor**", does hereby grant to **SOUTHERN CALIFORNIA EDISON COMPANY**, a California corporation, hereinafter referred to as "**Grantee**", a temporary, non-exclusive easement for construction-related purposes ("**Temporary Construction Easement**") in, over, under and across those portions of real property located in the County of Riverside, State of California, and more particularly identified as follows:

Those parcels legally described in the attached Exhibit "A" and depicted in the attached Exhibit "B", as said Exhibits are incorporated herein by this reference (collectively, the "**Easement Areas**").

1. Use of the Easement Areas. Use of the Easement Areas, and exercise of the easement rights granted herein, shall be limited solely to those activities which are related to and necessary for Grantee's development and installation of electrical generation, transmission and/or distribution facilities (and improvements related thereto collectively, the "**Utility Facilities**") on properties that are located adjacent and/or proximate to the Easement Areas. Specifically, during the Term of this Temporary Construction Easement (as defined below), Grantee shall have the following rights relative to the Easement Areas:
 - a. The right to enter upon and pass and repass over and along the Easement Areas for the construction, reconstruction, enlargement, repair and maintenance of such improvements as are required for, or otherwise necessitated by, Grantee's development and installation of the Utility Facilities.
 - b. The right to transport personnel, trucks, cars, equipment and materials over, through and across all portions of the Easement Areas for purposes of facilitating the development and installation of the Utility Facilities.
 - c. The right to store, maintain and operate on the Easement Areas such equipment, tools, machinery, inventory, implements and other materials as are necessary or convenient in connection with Grantee's development and installation of the Utility Facilities.
 - d. The right to install, operate, maintain and replace on, over, under and within the Easement Areas such temporary poles, footings, lines and other improvements as are necessary or convenient in connection with Grantee's development and installation of the Utility Facilities.

2. Term of Temporary Construction Easement. The Temporary Construction Easement shall continue for a period of two (2) years. Construction within the Temporary Construction Easement Area shall commence February 1, 2018, and shall terminate on the earliest of (a) the date upon which Grantee notifies Grantor that it no longer needs the Temporary Construction Easement, or (b) February 1, 2020 (2 years) ("Expiration Date").
3. Use of Gates; Removal of Materials Impeding the Easement. Grantee shall have the right to use gates in all of Grantor's fences which presently or hereafter cross the Easement Areas, and to remove, trim, cut and clear away any trees and brush within the Easement Areas (and relocate any other materials situated, placed or appearing within the Easement Areas) whenever in Grantee's reasonable judgment the same shall be necessary for the convenient and safe exercise of the rights granted hereby.
4. Obligation to Restore Easement Areas. After completion of any work performed by Grantee or its agents, contractors or employees which disturbs the surface of the Easement Areas, Grantee shall, at its sole cost and expense, restore the surface of such area as close as reasonably possible to its original character (as existing/measured at the time of the Effective Date of this Temporary Construction Easement, but specifically excluding the obligation to replace/replant any trees or shrubs trimmed, cut or cleared in connection with the provisions of Section 3, above) and shall obtain RCA's written approval, in RCA's reasonable discretion, that the restoration of the Easement Areas are complete.
5. Obligation to Obtain Necessary Approvals. Prior to engaging in any activity upon the Easement Areas, Grantee shall, at its sole cost and expense, apply for and obtain all necessary permits, authorizations, licenses and approvals (collectively, "**Approvals**") which are or may be required from anybody, agency, or department with jurisdiction over the Easement Areas.
6. Rights Retained by Grantor. The easement rights acquired by Grantee pursuant to this instrument are acquired subject to the right of Grantor, its successors and assigns to use the surface and subsurface of the land within the Easement Areas to the extent that such use is compatible with the full and free exercise of the Temporary Construction Easement by Grantee.
7. Indemnification.
 - a. *Grantee.* Grantee hereby agrees to indemnify, defend (with counsel acceptable to Grantor), release and hold harmless Grantor, its successors and assigns, including their respective affiliates, partners, directors, members, officers, shareholders, agents, representatives, contractors and employees (collectively, the "**Grantor Representatives**"), and each of them, and their property from all loss, liability, damages, claims, costs and expenses (including attorneys' fees and court costs) arising directly or indirectly out of the acts or omissions, intentional or otherwise, of Grantee, its employees, agents, contractors and representatives (collectively, the "**Grantee Representatives**") in connection with the use of the Easement Area by Grantee and/or the Grantee Representatives or any material breach of this Temporary Construction Easement by Grantee; provided, however, that nothing contained in this paragraph shall operate to relieve Grantor from any loss, liability, damages, claims, costs or expenses to the extent determined by a court of competent jurisdiction to have been proximately caused by the willful misconduct or negligent acts or omissions of Grantor, the Grantor Representatives, or any of them. Payment shall not be a condition precedent to recovery under the forgoing indemnity.

8. General Provisions.

- a. *Covenants Running with the Land.* Grantee and Grantor acknowledge and agree that the rights conferred by this Temporary Construction Easement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the parties and their respective Grantees, heirs, successors and assigns.
- b. *Authorized Representative.* Each individual signing on behalf of a party to this Temporary Construction Easement states that he or she is the duly authorized representative of the signing party and that his or her signature on this Temporary Construction Easement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.
- c. *Further Cooperation.* Each of the signatories to this Temporary Construction Easement agree to execute such other documents and to perform such other acts as may be reasonably necessary or desirable to further the expressed and intent purpose of this Temporary Construction Easement.

EXECUTED this _____ day of _____, 2017.

Grantor:

**WESTERN RIVERSIDE COUNTY REGIONAL
CONSERVATION AUTHORITY, a political subdivision of the
State of California, as to parcel 1**

By: _____

Name: _____

Its: _____

Grantor:

**The WESTERN RIVERSIDE COUNTY REGIONAL
CONSERVATION AUTHORITY, a joint powers
authority, as to parcel 2**

By: _____

Name: _____

Its: _____

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____ before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____ before me, _____, a Notary Public, personally appeared

_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

EXHIBIT "A"
LEGAL DESCRIPTION
SERIAL No. 70900A

PARCEL No. 1 TEMPORARY CONSTRUCTION EASEMENT AREA TO SCE

THAT PORTION OF THE LAND DESCRIBED IN GRANT DEED RECORDED AUGUST 28, 2006 AS DOCUMENT No. 2006-06032645, OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE, IN THE CITY OF CALIMESA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF PARCEL A OF LLA 05-001 RECORDED APRIL 26, 2005 AS DOCUMENT No. 2005-0324927, OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE, SAID POINT BEING THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 5889.65 FEET, A RADIAL LINE FROM SAID BEGINNING BEARS SOUTH 43°14'40" WEST, SAID CURVE ALSO BEING THE SOUTHWESTERLY LINE OF SAID PARCEL A;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°36'19" AN ARC LENGTH OF 267.80 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°09'37" AN ARC LENGTH OF 119.27 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF THAT CERTAIN 100 FOOT WIDE TRANSMISSION LINE EASEMENT TO CALIFORNIA ELECTRIC POWER COMPANY RECORDED JANUARY 06, 1961, IN BOOK 2827 PAGE 292 (SCE DOC 253834), OF OFFICIAL RECORDS OF SAID COUNTY;

THENCE ALONG SAID SOUTHEASTERLY LINE NORTH 68°20'19" EAST, 77.36 FEET;

THENCE LEAVING SAID SOUTHEASTERLY LINE SOUTH 13°48'23" WEST, 70.88 FEET;

THENCE SOUTH 44°51'32" EAST, 51.46 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 2,481 SQUARE FEET, 0.06 ACRES, MORE OR LESS.

AS SHOWN ON EXHIBIT "B" ATTACHED HERewith AND MADE A PART HEREOF.

PARCEL No. 2 TEMPORARY CONSTRUCTION EASEMENT AREA TO SCE

THAT PORTION OF THE LAND DESCRIBED IN GRANT DEED RECORDED AUGUST 28, 2006 AS DOCUMENT No. 2006-06032645, OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE, IN THE CITY OF CALIMESA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF PARCEL A OF LLA 05-001 RECORDED APRIL 26, 2005 AS DOCUMENT No. 2005-0324927, OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE, SAID POINT BEING THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 5889.65 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS SOUTH 43°14'40" WEST;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°41'07" AN ARC LENGTH OF 481.62 FEET;

THENCE CONTINUING ALONG SAID SOUTHWESTERLY LINE NORTH 51°26'27" WEST, 20.24 FEET TO THE NORTHWESTERLY LINE OF THAT CERTAIN 100 FOOT WIDE TRANSMISSION LINE EASEMENT TO CALIFORNIA ELECTRIC POWER COMPANY RECORDED JANUARY 06, 1961, IN BOOK 2827 PAGE 292 (SCE DOC 253834), OF OFFICIAL RECORDS AND THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID SOUTHWESTERLY LINE NORTH 51°26'27" WEST, 22.80 FEET;

THENCE LEAVING SAID SOUTHWESTERLY LINE NORTH 52°06'52" EAST, 129.68 FEET;

THENCE SOUTH 36°03'28" EAST, 57.84 FEET TO SAID NORTHWESTERLY LINE;

THENCE ALONG SAID NORTHWESTERLY LINE SOUTH 68°20'19" WEST, 127.58 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 5,010 SQUARE FEET, 0.11 ACRES, MORE OR LESS.

AS SHOWN ON EXHIBIT "B" ATTACHED HERewith AND MADE A PART HEREOF.

PARCEL No. 3 TEMPORARY CONSTRUCTION EASEMENT AREA TO SCE

THAT PORTION OF THE LAND DESCRIBED IN GRANT DEED RECORDED AUGUST 28, 2006 AS DOCUMENT No. 2006-06032645, OFFICIAL RECORDS OF RIVERSIDE COUNTY, IN THE CITY OF CALIMESA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF PARCEL A OF LLA 05-001 RECORDED APRIL 26, 2005 AS DOCUMENT No. 2005-0324927, OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE;

THENCE ALONG THE EASTERLY LINE OF SAID PARCEL A THE FOLLOWING TWO (2) COURSES:

1. NORTH 24°00'45" WEST, 91.76 FEET
2. NORTH 13°24'41" WEST, 83.37 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE LEAVING SAID EASTERLY LINE NORTH 70°25'13" WEST, 106.08 FEET TO THE NORTHEASTERLY PROLONGATION OF THE NORTHWESTERLY LINE OF THAT CERTAIN 100 FOOT WIDE TRANSMISSION LINE EASEMENT TO SOUTHERN CALIFORNIA EDISON COMPANY RECORDED MAY 26, 1961 IN BOOK 2914, PAGE 106 (SCE DOC 255425), OF OFFICIAL RECORDS;

THENCE ALONG SAID PROLONGATION AND NORTHWESTERLY LINE SOUTH 68°34'15" WEST, 44.69 FEET;

THENCE LEAVING SAID NORTHWESTERLY LINE NORTH 22°07'54" EAST, 72.72 FEET;

THENCE NORTH 89°37'13" EAST, 84.95 FEET TO THE EASTERLY LINE OF SAID PARCEL A;

THENCE ALONG SAID EASTERLY LINE THE FOLLOWING TWO (2) COURSES:

1. SOUTH 19°02'10" EAST, 83.55 FEET
2. SOUTH 13°24'41" EAST, 8.39 FEET TO THE **TRUE POINT OF BEGINNING.**

CONTAINING 7,220 SQUARE FEET, 0.17 ACRES, MORE OR LESS.

AS SHOWN ON EXHIBIT "B" ATTACHED HERewith AND MADE A PART HEREOF.

PREPARED BY ME OR UNDER MY DIRECTION

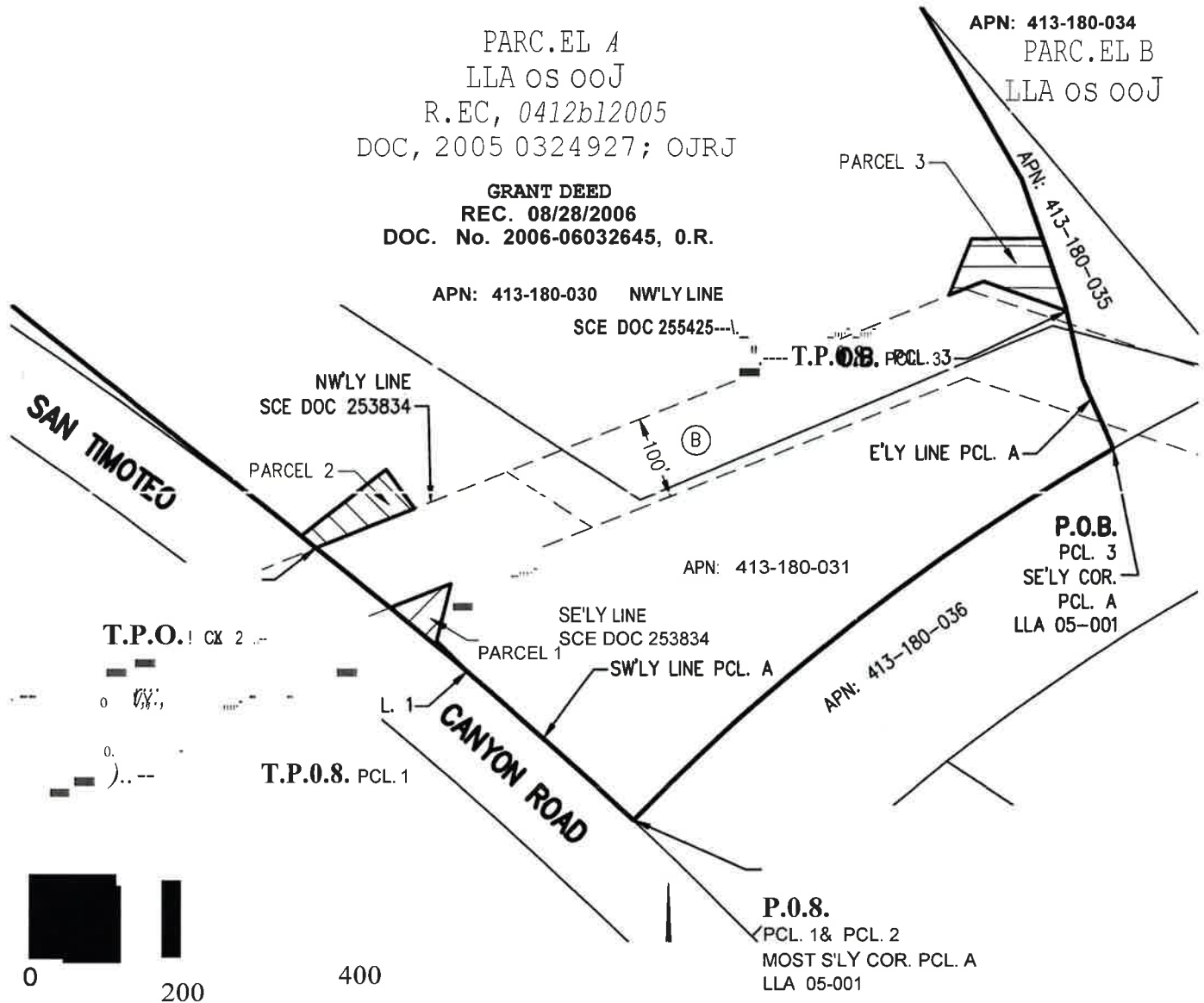
/ 0 i, DATE 6.h/7
BRIAN W. MOORE, P.L.S. No. 7533
SOUTHERN CALIFORNIA EDISON COMPANY



THAT PORTION OF THE LAND DESCRIBED IN GRANT DEED RECORDED AUGUST 28, 2006 AS DOCUMENT No. 2006-06032645, OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE, IN THE CITY OF CALIMESA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

PARCEL A
LLA OS 00J
R.E.C, 0412b12005
DOC, 2005 0324927; OJRJ

GRANT DEED
REC. 08/28/2006
DOC. No. 2006-06032645, O.R.



SCALE IN FEET

D

LAND S OF GRANTOR
APN : 413 - 180 - 030; 413 - 180 - 031
Area = 2,700,981 SqFt = 62.00 Acres

PARCEL 1, TEMPORARY CONSTRUCTION
EASEMENT AREA TO SOUTHERN
CALIFORNIA EDISON COMPANY
Area = 2,481 SqFt = 0.06 Acres

PARCEL 2, TEMPORARY CONSTRUCTION
EASEMENT AREA TO SOUTHERN
CALIFORNIA EDISON COMPANY
Area = 5,010 SqFt = 0.11 Acres

PARCEL 3, TEMPORARY CONSTRUCTION
EASEMENT AREA TO SOUTHERN
CALIFORNIA EDISON COMPANY
Area = 7,220 SqFt = 0.17 Acres



100' WIDE EASEMENT TO CA. ELEC.
POWER CO. RECORDED 01/06/1961 BK
2827 PG 292, O.R. (SCE DOC 253834)

(§)

100' WIDE EASEMENT TO CA. ELEC.
POWER CO. RECORDED 05/26/1961
PER BK 2914 PG 106, O.R. AS INST.
45201 (SCE DOC 255425)

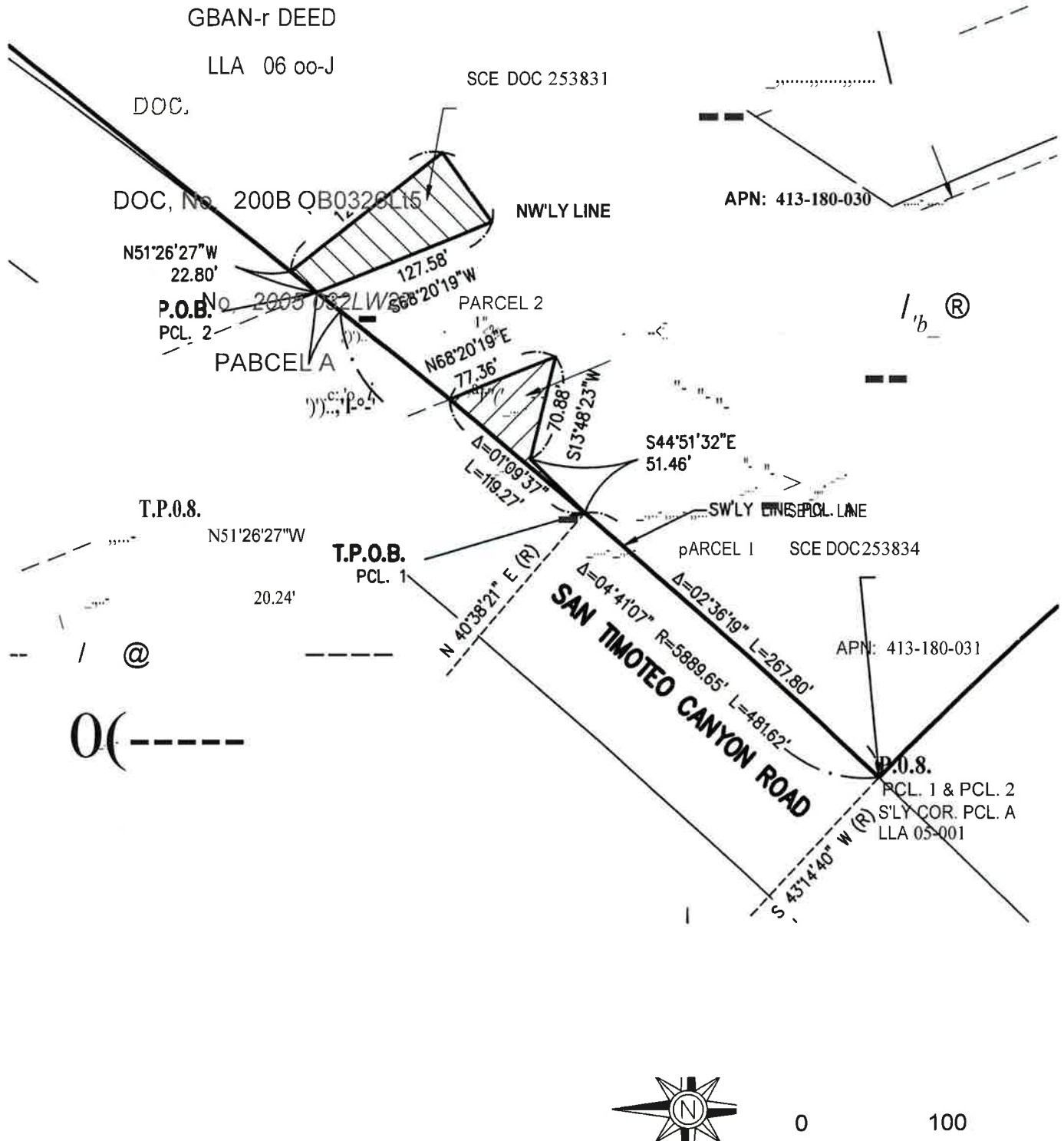


EXHIBIT 1811

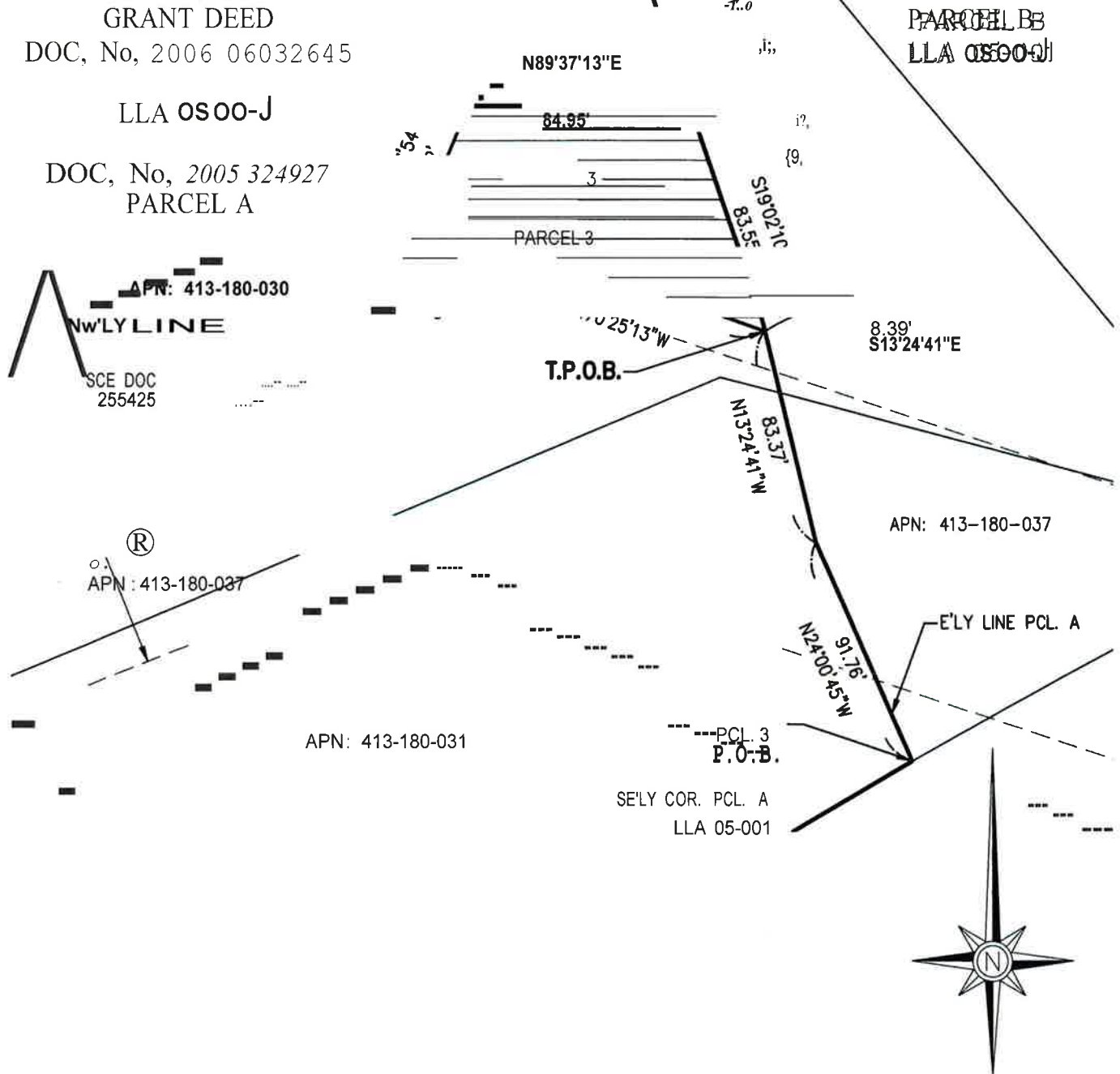
SHEET 1 OF 3

MAP & F.B. REF: LLA 05- 001, AMENDED PM 31922 BK 221 PG 56	CITY: CALIMESA	COUNTY: RIVERSIDE
DRAWN BY: TOWILL, INC.	SURVEYED BY: MULTIPLE CREWS	
DATE: 04/ 20/ 17	TRES: LINDA CHAVEZ	SERIAL NO.: 7090 0A
CHECKED BY: BRIAN MOORE		
WORK ORDER NO.: 80 1275 175	NOTIFICATION NO.: 202998209	File Name: T:\ ARCHIVE\ DRAWING\ 70900A .DWG

THAT PORTION OF THE LAND DESCRIBED IN GRANT DEED RECORDED AUGUST 28, 2006 AS DOCUMENT No. 2006-06032645, OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE, IN THE CITY OF CALIMESA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.



THAT PORTION OF THE LAND DESCRIBED IN GRANT DEED RECORDED AUGUST 28,
2006 AS DOCUMENT No. 2006-06032645, OFFICIAL RECORDS OF THE COUNTY
OF RIVERSIDE, IN THE CITY OF CALIMESA, COUNTY OF RIVERSIDE,
STA TE OF CALIFORNIA.

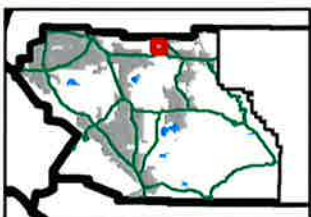
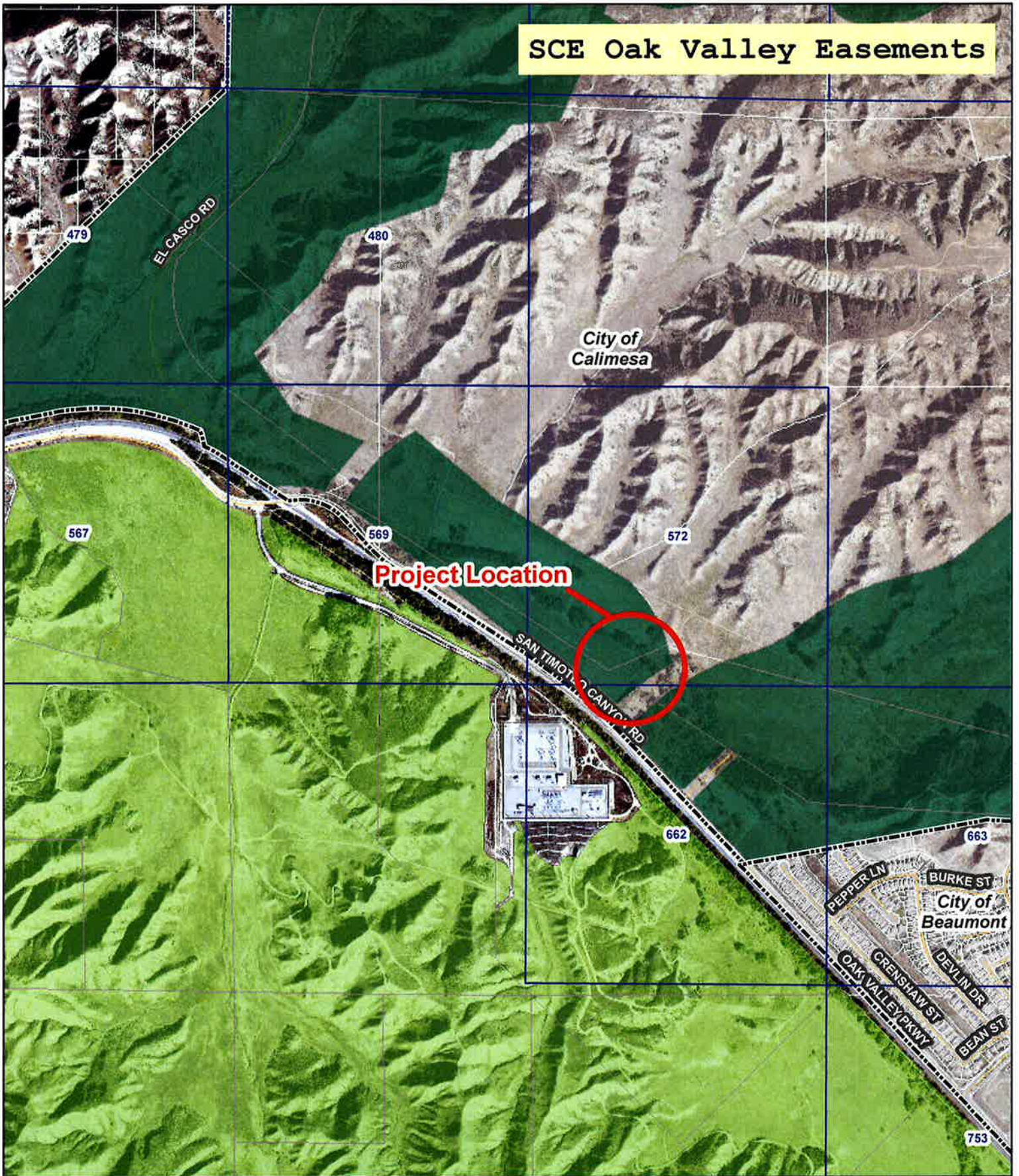


AGENDA ITEM NO. 8.5

Attachment 3

PROJECT LOCATION MAP

SCE Oak Valley Easements



- RCA MSHCP Conserved Land
- Public/Quasi-Public Conserved Land
- Criteria Cell
- City
- Parcel
- Centerline



Created: May 16, 2018
Updated: May 16, 2018

AGENDA ITEM NO. 8.5

Attachment 4

**LINK TO WEST DEVERS
UPGRADE PROJECT
EIR AND SUPPORTING
DOCUMENTATION:**

**[http://www.cpuc.ca.gov/environment/info/asp/
westofdevers/toc-feir.htm](http://www.cpuc.ca.gov/environment/info/asp/westofdevers/toc-feir.htm)**

AGENDA ITEM NO. 9

**ACCEPTANCE OF FUNDS AND LAND
AND APPROVAL OF AGREEMENT
CONDITIONING USE OF FUNDS
AND HABITAT ACQUISITION**

Regional Conservation Authority

**ACCEPTANCE OF FUNDS AND LAND
AND APPROVAL OF AGREEMENT CONDITIONING USE OF FUNDS
AND HABITAT ACQUISITION**

Staff Contact:

**Michelle Ouellette
General Counsel
(951) 686-1450**

Background:

In June , 2018, settlement terms have been negotiated that will lead to the dismissal of three lawsuits (not involving RCA) ("Settlement Agreement") between the Center for Biological Diversity, Sierra Club, San Bernardino Valley Audubon Society, Friends of the Northern San Jacinto Valley, Friends of Riverside's Hills, and Residents for a Livable Moreno Valley ("Petitioners") on one side and Riverside County Transportation Commission, Federal Highway Administration, and California Department of Transportation ("Respondents") on the other side.

Among other items, the Settlement Agreement involves Riverside County Transportation Commission ("RCTC") providing RCA with both habitat and money for RCA to purchase additional habitat.

More specifically, RCTC will provide RCA with:


- A minimum of \$5,265,000 for the acquisition of habitat in fee title or conservation easements generally within two designated areas; and
- Approximately 70 acres of land (with an approximate value of \$8,000,000) specifically identified for its habitat value ("Habitat Land").

Because RCA is not a party to the Settlement Agreement, a separate agreement has been prepared involving Petitioners, RCTC, and RCA ("Side Agreement"). The Side Agreement describes the terms and conditions associated with the money and Habitat Land being provided by RCTC to RCA (consistent with the language in the Settlement Agreement) and obligates the parties to comply with the terms of the Side Agreement.

Executive Committee and Staff Recommendation:

That the RCA Board of Directors –

- 1) Authorize the acceptance of funds and Habitat Land from RCTC;
- 2) Approve the Side Agreement with Petitioners and RCTC with the corresponding conditions and obligations; and
- 3) Authorize the RCA Executive Director, pursuant to legal counsel review and approval, to execute said agreement on behalf of the RCA.

FINANCIAL INFORMATION	
In Fiscal Year 2019 Budget: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Cost: \$ N/A Annual Cost:
Source of Funds: RCTC	Budget Adjustment: As necessary
Approved by: 	Date: May 31, 2018

Attachments:

- 1) Agreement
- 2) Attachment 2 to Master Settlement Agreement

AGENDA ITEM NO. 9
Attachment 1

AGREEMENT

AGREEMENT

This Agreement (“Agreement”) dated and made effective as of June ___, 2018 is entered into by, between, and among the Center for Biological Diversity, Sierra Club, San Bernardino Valley Audubon Society, Friends of the Northern San Jacinto Valley, and Residents for a Livable Moreno Valley (collectively, the “Petitioners”); the Riverside County Transportation Commission (“RCTC”), and the Western Riverside County Regional Conservation Authority (“RCA”), each of whom shall be referred to individually as a “Party” or collectively as the “Parties” in this Agreement.

It is the intent of the Parties that this Agreement shall establish the terms for implementation of a component of the full and complete settlement agreement (“Master Settlement Agreement”) of all claims and actions raised in *Center for Biological Diversity, et al. v. Riverside County Transportation Commission* (Riverside County Superior Court Case No. 1505449; California Court of Appeal, 4th District, Division 2, Case No. E069277); *Center for Biological Diversity, et al. v. Federal Highway Administration, et al.* (C.D. Cal. Case No. 5:16-CV-00133; Ninth Circuit Court of Appeals Case No. 17-56080); and *Center for Biological Diversity, et al. v. California Department of Transportation et al.* (Riverside County Superior Court Case No. 1607468) (collectively, the “Litigation”), or that could be raised in those cases or in connection with any other past or future approval of the Mid County Parkway Project (“MCP”) or the State Route 60 Truck Lanes Project (“SR-60”) (collectively, the “Projects”), and/or the environmental review performed for the Projects under the California Environmental Quality Act (“CEQA”), the National Environmental Policy Act (“NEPA”), the Department of Transportation Act, or any other law.

I. RECITALS

A. MCP

1. As set forth more fully in the combined Environmental Impact Report/Environmental Impact Statement (“EIR/EIS”), the MCP is a freeway infrastructure project in Riverside County between the cities of Perris in the west and San Jacinto in the east.

2. The MCP is a joint project proposed by the Federal Highway Administration (“FHWA”), RCTC, and Caltrans, which conducted an environmental analysis of the project under CEQA and NEPA through the preparation of a combined EIR/EIS. RCTC approved the MCP on April 8, 2015, and FHWA issued a Record of Decision on August 17, 2015.

3. On May 7, 2015, some of the Petitioners filed a Petition for Writ of Mandate and Complaint for Declaratory and Injunctive Relief in Riverside County Superior Court challenging approval of the MCP under CEQA. On August 8, 2017, Riverside County Superior Court Judge Sharon Waters filed a judgment in favor of respondent RCTC. On October 10, 2017, that decision was

appealed to the California State Court of Appeals, 4th Appellate District, Division 2.

4. On January 22, 2016, some of the Petitioners filed a case in United States District Court for the Central District of California. On May 31, 2017, the Honorable George Wu entered a judgment in favor of FHWA and RCTC for all causes of action. On July 28, 2017, the judgment was appealed to the Ninth Circuit Court of Appeals.

B. SR-60

1. As set forth more fully in the Mitigated Negative Declaration ("MND"), the SR-60 project is a safety project in unincorporated Riverside County between the cities of Moreno Valley in the west and Beaumont in the east.

2. In June 2014, Caltrans, the lead agency for CEQA and NEPA review of the SR-60 project, issued a draft initial study and MND. Caltrans issued a Recirculated initial study and MND in October 2015, and adopted the Recirculated MND on May 16, 2016.

3. On June 16, 2016, some of the Petitioners filed a challenge to Caltrans's CEQA review of the SR-60 project. The case has been fully briefed, and a hearing on the merits is pending finalization of settlement discussions.

C. The Parties have agreed to use this Agreement to implement an agreed-upon component of the Master Settlement Agreement covering all claims that have been asserted or that could be asserted by the Parties in the Litigation, or in any future disputes, claims, or actions, in relation to the Projects as specified in the Master Settlement Agreement.

D. The Parties agree that this Agreement is entered into with the goal of implementing the Master Settlement Agreement's terms that are required to be undertaken by the RCA.

II. TERMS

NOW THEREFORE, in consideration of the mutual covenants, agreements, representations, and warranties contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

A. The Parties' Obligations. RCA shall implement the terms and actions set forth in Paragraphs 4 and 5 and Attachment 2 of Exhibit "A" to the Master Settlement Agreement. Specifically, Paragraphs 4 and 5 state the following:

4. RCTC shall provide \$5,265,000 to the Western Riverside County Regional Conservation Authority ("RCA") to be used for the acquisition of habitat in fee title or conservation easements ("Habitat") within the area designated for acquisition on

Attachment 2 ("Conservation Land Fund") to benefit the Reserve Assembly requirements of the Western Riverside County Multiple Species Habitat Conservation Plan ("MSHCP"). The Habitat acquisitions in Attachment 2 shall contribute to the expansion of the San Jacinto Wildlife Area, Proposed Constrained Linkage 20, Existing Core H, and/or the western edge of Proposed Core 3 (facing Moreno Valley and the San Jacinto Valley) as designated in the MSHCP.

a) The Conservation Land Fund shall be provided to the RCA no later than advertisement of construction bid documents for the first component of the Projects. Prior to making purchase offers on acreage from willing sellers within the area depicted on Attachment 2, the RCA shall notify RCTC and Petitioners of general priorities and opportunities for Habitat acquisitions to receive any input regarding such acquisitions in order to benefit the conservation value of Habitat acquisitions and neighboring wildlife preserves, including the San Jacinto Wildlife Area. However, the Parties agree that decisions concerning Habitat acquisition is solely at RCA and RCTC's discretion, subject to the terms of the Settlement Agreement. RCTC and the RCA will review and consider proposals for acquisition within Attachment 2 that are provided by Petitioners in coordination with willing land owners. RCA will consult with the California Department of Fish and Wildlife ("CDFW") to receive input on which properties could best benefit the San Jacinto Wildlife Area. In order to provide ecological and economic benefits of contiguous habitat management, reduce management costs for RCA, and coordinate funding opportunities for similar projects provided by the California Wildlife Conservation Board and CDFW, Habitat acquisitions in Attachment 2 shall prioritize long term ownership and management by the CDFW in perpetuity as part of the MSHCP Reserve to benefit the San Jacinto Wildlife Area. The RCA shall prioritize acquisitions of the Habitat and all Habitat acquisitions will benefit the Reserve Assembly goals of the MSHCP.

b) To the extent such funding is not exhausted within five years of receipt, then RCTC will notify Petitioners and within six months after that period and at Petitioners' written request to RCTC, the funding shall be made available to another entity that is mutually acceptable to the parties of this agreement and the RCA for a period of five years to acquire Habitat designated for acquisition in Attachment 2. Any such property must count as Additional Reserve Land, as determined by the RCA in consultation with the Wildlife Agencies, and at the request of the RCA would be donated at no cost to the RCA within sixty (60) days of acquisition. The Parties agree that the Conservation Land Fund is to be used for the acquisition of Additional Reserve Land as defined by the MSHCP. The parties agree that mutually acceptable groups include, but are not limited to the Riverside Lands Conservancy, Trust for Public Land, the California Wildlife Conservation Board, and CDFW. Any funds remaining in the Conservation Land Fund after ten years shall be provided to the RCA to benefit the ecological integrity of lands designated for conservation priority under the MSHCP within the Lakeview/Nuevo and San Jacinto Valley Area Plans. On an annual basis, RCA shall prepare an accounting of the MSHCP funding obligations made by RCTC. RCTC shall annually inform Petitioners of the details regarding the funding allocated as part of this section including, but not limited to, the notices and outreach to landowners, parcels

acquired, purchase price per parcel, entity that owns and manages parcels acquired via this fund, and any remaining funding in the Conservation Land Fund.

5. In addition to the above funding for Habitat designated for acquisition in lands Attachment 2 via the Conservation Land Fund, RCTC shall also provide \$8,000,000 to be used by RCTC to acquire approximately 70 acres of habitat that has been identified as priority for acquisition within MSHCP criteria cells 3891 and 4007, and has been documented as containing several Endangered Species Act listed species. RCTC shall donate the acquired land to RCA. RCTC shall place any money not used for acquisition of the approximately 70 acres of habitat described in this paragraph into the Conservation Land Fund described in paragraph 4, to be used according to the provisions of that paragraph.

- B. Enforcement of Agreement.** No action for breach of this Agreement shall be brought or maintained until: (a) the non-breaching Party provides written notice to the breaching Party which explains with particularity the nature of the claimed breach, and (b) within thirty (30) days after receipt of said notice, the breaching Party fails to cure the claimed breach or, in the case of a claimed breach which cannot be reasonably remedied within a thirty (30) day period, the breaching Party fails to commence to cure the claimed breach within such thirty (30) day period, and thereafter diligently complete the activities reasonably necessary to remedy the claimed breach.
- C. Limits.** This Agreement shall not be construed as creating any right or benefit, substantive or procedural, enforceable at law or in equity, by any Party against RCTC or any of its governmental agencies, departments, political subdivisions or any other public entities other than those set forth herein.
- D. Notices.** Any notice or request required to be given to either Party under this Agreement shall be given in writing and shall be personally delivered or mailed by prepaid registered or certified mail and emailed where applicable to the addresses below:

Riverside County Transportation Commission	Attn: Executive Director Riverside County Transportation Commission 4080 Lemon Street, 3rd Floor P.O. Box 12008 Riverside, CA 92502-2208 Phone: (951) 787-7141
Western Riverside County Regional Conservation Authority	Attn: Executive Director 3403 Tenth Street #320 Riverside, CA 92501 Phone: (951) 955-9700

Center for Biological Diversity	Attn: Jonathan Evans 1212 Broadway Suite 800 Oakland, CA 94612 tel: (510) 844-7100 x318 jevans@biologicaldiversity.org
Sierra Club	Sierra Club 2101 Webster St. Suite 1300 Oakland, CA. 94612 Attn: Aaron Isherwood, Coordinating Attorney Aaron.isherwood@sierraclub.org With copy to: Sierra Club, Moreno Valley Group Conservation Chair and/or Group Chair P.O. Box 1325 Moreno Valley, CA 92556-1325.
San Bernardino Valley Audubon Society	San Bernardino Valley Audubon Society P.O. Box 10973 San Bernardino, CA 92423-0973 Attn: Drew Feldmann, Conservation Committee drewf3@verizon.net
Friends of the Northern San Jacinto Valley	Friends of the Northern San Jacinto Valley P.O. Box 4266 Idyllwild CA 92549 northfriends@northfriends.org
Residents for a Livable Moreno Valley	Residents for a Livable Moreno Valley P.O. Box 6195 Moreno Valley, California 92554

Any address may be changed by providing written notice to all of the other parties.

Any communications required shall be given in writing and shall be personally delivered or mailed to those same addresses detailed above; registered or certified mail is unnecessary.

- E. **Entire Agreement.** The Parties acknowledge that this Agreement, including Exhibit A, Attachment 2, in conjunction with the Master Settlement Agreement, is signed and executed without reliance upon any other actual or implied promises, warranties or representations made by any of the Parties or by any representative of any of the Parties, other than those which are expressly contained within this Agreement and the Master Settlement Agreement.
- F. **Amendments and Modifications.** This Agreement may only be amended or modified through writing executed by all the Parties.
- G. **Settlement, No Admissions by Parties.** Each of the Parties acknowledges that this Agreement relates to the avoidance of litigation and the preclusion of actions described above. The Parties, therefore, agree that this Agreement is not to be treated or construed, at any time or in any manner whatsoever, as an admission by any Party that any of the allegations in the Litigation has merit.
- H. **Choice of Law and Choice of Forum.** This Agreement shall be deemed to have been executed and delivered within the State of California; the rights and obligations of the Parties hereunder shall be governed, construed and enforced in accordance with the laws of the State of California. The venue for any dispute arising from or related to this Agreement, its performance, and its interpretation shall be the Superior Court of California, County of Riverside.
- I. **Damages.** The Parties agree (i) that the performance of the obligations of this Agreement are paramount, (ii) that, in the event of a breach, monetary damages will provide inadequate relief, and (iii) that each may only seek equitable relief to enforce such obligations. The prevailing party in any such dispute may seek to recover attorney's fees and costs as available by law.
- J. **Authorized Signatory.** Each Party represents and warrants to each other Party that its signature to this Agreement has the authority to bind the Party, and this Agreement does in fact bind the Party.
- K. **Effective Date.** This Agreement is effective as of the effective date written in the first paragraph.
- L. **Counterparts.** This Agreement may be executed in counterparts and when so executed by the Parties, shall become binding upon them and each such counterpart will be an original document.

[Signatures on Following Page]

Dated: _____

RIVERSIDE COUNTY TRANSPORTATION
COMMISSION, a public agency of the State
of California

By: _____
Anne Mayer, Executive Director

Dated: _____

WESTERN RIVERSIDE COUNTY
REGIONAL CONSERVATION
AUTHORITY, a public agency and a joint
powers authority

By: _____
Charles Landry, Executive Director

Dated: _____

CENTER FOR BIOLOGICAL DIVERSITY

By: _____

Dated: _____

SIERRA CLUB

By: _____

Dated: _____

SAN BERNARDINO VALLEY AUDUBON
SOCIETY

By: _____

Dated: _____

FRIENDS OF THE NORTHERN SAN
JACINTO VALLEY

By: _____

Dated: _____

RESIDENTS FOR A LIVABLE MORENO
VALLEY

By: _____

AGENDA ITEM NO. 9
Attachment 2

ATTACHMENT 2 TO
MASTER SETTLEMENT
AGREEMENT

Legend

- Attachment 2 to Exhibit A
Settlement Agreement
Mid County Parkway- State Route 60 Litigation
- San Bernardino County
Riverside County
- San Timoteo Canyon Rd
- Moreno Valley
- Perris Reservoir
- Los Angeles
San Diego
Tijuana
Mexicali
- 0 1 2 4 Miles
- Legend
- CriteriaCells
 - MSHCP Conserved Lands
 - Public / Quasi-public Conserved Lands
- 10
- 60
- Gilman Springs Rd
- Ramona Expy
- Lakeview
- Hansen Ave
- Nuevo
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AGENDA ITEM NO. 10

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE WESTERN RIVERSIDE COUNTY
REGIONAL CONSERVATION AUTHORITY
AND THE SANTA ANA WATERSHED
ASSOCIATION FOR BIOLOGICAL
MONITORING SERVICES**

Regional Conservation Authority

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY AND THE SANTA ANA WATERSHED ASSOCIATION FOR BIOLOGICAL MONITORING SERVICES

Staff Contact:

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

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 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).

The Biological Monitoring Program staff is provided by the Santa Ana Watershed Association (SAWA), a non-profit association made up of four inland area Resource Conservation Districts. SAWA has been providing biological monitoring services since 2006 after a competitive selection process. The State wholly or partially supported the biological monitoring program with State Wildlife Grant funding until July 2012 after which the RCA assumed full program funding. In February 2018 the RCA released a Request for Proposals (RFP) to provide biological monitoring services needed to meet MSHCP species objective obligations. The RFP was sent to 15 local qualified firms or entities and was posted on the RCA website. SAWA was the only entity to submit a proposal. The proposal was considered responsive to the RFP and SAWA is considered qualified to provide the requested services. The cost of services was negotiated and included increased pay rate ranges for most classification to reach parity with other similar biologist positions in SAWA. Billing rate structure has also been revised to bill only for actual hours worked using a productive hourly rate that accounts for benefits and leave time. In addition, all program related expenses such as rent, supplies and vehicles will now be provided directly by SAWA. The final cost for FY 2019 is \$1,217,006, an increase of \$80,885 over the FY 2018 contract amount. The agreement includes a provision for SAWA to acquire five vehicles and office electronic equipment from RCA, valued at approximately \$117,000, to be paid by SAWA through a monthly deduction from billing invoices to RCA. The five vehicles

Agenda Item No. 10 Staff Report**Page 2****June 4, 2018**

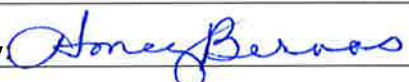
were valued at \$114,000 based on Kelly Blue Book values, and the office electronic equipment was valued at approximately \$3,000. The estimated cost of biological monitoring services for a not to exceed amount of \$1,225,000 was included in the RCA budget adopted May 7, 2018 by the Board of Directors.

Staff is recommending the approval of the biological monitoring contract for Fiscal Year 2019. The contract amount was included in the Fiscal Year 2019 Operating and Capital budget adopted by the Board on May 7, 2018.

Executive Committee and Staff Recommendations:

That the RCA Board of Directors:

- 1) Approve the Professional Services Agreement between the Western Riverside County Regional Conservation Authority and Santa Ana Watershed Association for Biological Monitoring Services;
- 2) Approve the sale of five vehicles and office electronic equipment valued at \$117,000 payable to RCA over a five year period through a monthly deduction from SAWA's billing invoices; and
- 3) Authorize the RCA Executive Director, pursuant to legal counsel review and approval, to execute said agreements on behalf of the RCA.

FINANCIAL INFORMATION	
In Proposed Fiscal Year 2019 Budget: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Current Year Cost: \$1,217,006 Annual Cost: \$ TBD
Source of Funds: Various RCA Funds	Budget Adjustment: N/A From To
Approved by: 	Date: May 17, 2018

Attachment:

Professional Services Agreement between the Western Riverside County Regional Conservation Authority and the Santa Ana Watershed Association for Biological Monitoring Services

AGENDA ITEM NO. 10

Attachment

PROFESSIONAL SERVICES AGREEMENT

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY
AND THE SANTA ANA WATERSHED ASSOCIATION

1. PARTIES AND DATE.

This Agreement is made and entered into this 1st day of July 2018, 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 **Santa Ana Watershed Association**, a 501(c)(3) nonprofit organization with its principal place of business at 1835 Chicago Ave, Riverside California 92507 (“Consultant” or “SAWA”). 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 Biological Monitoring 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 Western Riverside County Multiple Species Habitat Conservation Plan (“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 **Biological Monitoring** 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.

3.1.1.1 SAWA will hire fulltime and part-time SAWA staff to carry out biological monitoring activities for RCA as further identified and described in the Scope of Work, Exhibit A, during the term of this Agreement (“SAWA Staff”). The SAWA Staff to be sub-contracted to the RCA will be identified or approved by the Monitoring Program Administrator (also referenced as “RCA liaison”). The SAWA Staff sub-contracted to the RCA will remain employees of SAWA only, and the RCA and/or any other individual, entity, or agency that

participates in, or assists with, the MSHCP will not be considered a joint employer of the SAWA staff, and will not have any supervisory powers or duties in relation to the SAWA Staff.

3.1.1.2 In addition, a supervisory position ("Supervisor") is hereby created to oversee any SAWA Staff that is sub-contracted to the RCA for the MSHCP. The Supervisor shall be a SAWA employee only. However, RCA will prioritize the activities to be provided under this Agreement. The Supervisor will have supervisory powers, duties, and responsibilities over the MSHCP SAWA Staff that perform services for RCA under this contract, including the power to discipline subordinate employees. However, upon the written request of the RCA, the Supervisor shall promptly address any concerns regarding SAWA's performance regarding the scope of work.

3.1.2 Term. The term of this Agreement shall be from July 1, 2018 to June 30, 2023, 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. The SAWA Staff subcontracted to the RCA will remain employees of SAWA only, and the RCA, any other individual, entity, or agency, or any combination of these entities, that participates in, or assists with, the MSHCP will not be considered a joint employer of the SAWA staff, and will not have any supervisory powers or duties in relation to the SAWA staff.

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: **Karen Riesz, MSHCP Monitoring Program Administrator**.

3.2.6 Consultant's Representative. Consultant hereby designates its Executive Director, 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.

3.2.7.1 Each March during the term of this Agreement, SAWA will work with RCA in developing an annual budget consistent with the work plan for the upcoming fiscal year.

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 any of Consultant's 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.

(ix) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the RCA, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against RCA, and shall require similar written express waivers and insurance clauses from each of its sub-consultants.

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 sub-consultants 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 sub-consultants 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 sub-consultants.

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. For the fiscal year 2018-19, 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 shall not exceed ONE MILLION TWO HUNDRED SEVENTEEN THOUSAND SIX AND NO/100'S DOLLARS (\$1,217,006.00), 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 be approved annually by the RCA Board of Directors as part of the RCA budget process, which shall be confirmed in writing by RCA to the Consultant upon approval by the Board.

3.3.1.1 Vehicles. Consultant agrees to purchase five (5) RCA vehicles used in the MSHCP and office electronic equipment as identified in Exhibit C for the amount of \$117,000.00 to be paid by Consultant through a monthly deduction from billing invoices to RCA. Should the Agreement be terminated prior to the expiration date of June 30th, 2023, all vehicles and equipment identified in Exhibit C will be returned to RCA and the monthly payments to RCA will cease. Consultant shall maintain vehicles as recommended by the manufacturer and repair as needed.

3.3.1.2 Termination of Vehicle Use Agreement. The Vehicle Use Agreement entered into by the Parties on August 15, 2012 is hereby terminated.

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. Alternatively, Consultant may comply with the obligations of this section by lawfully obtaining and complying with an alternative workweek, as authorized by California Labor Code section 511 and the applicable Wage Order. In such cases, Consultant shall comply with the legally mandated overtime obligations relevant to the alternative workweek. 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 sub-consultants 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 sub-consultants, 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: Santa Ana Watershed Association
Attention: Executive Director
1835 Chicago Avenue, Suite C

Riverside, CA 92507

Copy to: Jackson Tidus
Attention: Gregory P. Powers, General Counsel to SAWA
2030 Main Street, 12th Floor
Irvine, CA 92614

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

Copy to: Best Best & Krieger LLP
Attention: General Counsel to RCA
3390 University Avenue, 5th Floor
P.O. Box 1028
Riverside, CA 92502-10281

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 and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant to the extent permitted by law. 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 Attorneys' 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 attorneys' fees, expert witness fees, and other 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**

RCA

CONSULTANT

By: _____
Charles V. Landry
Executive Director

By: _____
Name: Hugh Wood
Title: Executive Director

Approved as to form:

RCA General Counsel
Best Best & Krieger LLP

Exhibit A
Scope of Work
(Fiscal Year 2018-19)

1. SAWA agrees to provide the RCA with the services of technical and non-technical staff (e.g., GIS analyst, database manager, field biologist, office assistant, etc.) and a SAWA Supervisor for the SAWA staff, to support the collection, compilation, analyses and management of scientifically based data and research on species, habitats, and natural communities.
2. The services shall occur in the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) Planning Area, and adjacent Counties if needed for training purposes.
3. The services shall be provided as determined by the RCA liaison (also referred to as "Monitoring Program Administrator") in coordination with the RCA, and under the direct supervision of the SAWA staff Supervisor.
4. Scope of Work

A. Work to be Performed

The RCA has the objective to conduct baseline inventory and long-term monitoring of MSHCP Covered Species and Habitats. This Agreement is intended to assist the RCA in implementing the MSHCP Biological Monitoring Program under the guidance of the Monitoring Program Administrator.

The SAWA will provide the RCA with technical and non-technical staff, and a SAWA Supervisor for the SAWA staff, to support inventory, monitoring, and assessment activities on MSHCP Covered Species and Habitats.

The Monitoring Program Administrator will work closely with the RCA to facilitate appropriate and timely assignments of personnel as needed by the MSHCP Biological Monitoring Program. Under the guidance of the RCA and supervision of the Monitoring Program Administrator, duties of staff will include, but not be limited to the following:

Monitoring Program Administrator (MPA)

- 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; maintain inventory, including vehicles

- Maintain separate inventory of all RCA field equipment for the life of such equipment
- Identify land access needs and coordinate with the RCA and agency landowners as appropriate 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 training manuals
- Oversee production of annual survey reports
- 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
- Continue combining surveys of multiple taxa within a covered vegetation/habitat type to test a long-term monitoring strategy that tracks the status, trend, and condition of covered species over time
- Coordinate vegetation analyses efforts with reserve managers within the MSHCP

Biologist Supervisor

- Participate in development and implementation of survey protocols and detection probabilities for those covered species with specific species objectives in Section 5.3 of the MSHCP.
- Periodically report on projects to the Monitoring Program Administrator.
- Conduct periodic reviews with staff to ensure that data are being collected according to the Monitoring Program's protocol.
- Remain current on literature, other research, and computer applications relevant to the Monitoring Program's work.
- Provide technical management to the biological staff and operational activities necessary to support the Monitoring Program.
- Provide technical guidance and instruction regarding techniques and procedures pertaining to biology.
- Organize, prioritize, and schedule work assignments.
- Review and edit annual survey reports for accuracy and ensures they are completed in a timely manner.
- Conduct field work, including, but not limited to, surveys and monitoring of Covered Species and vegetation communities.
- Responsible for reviewing timesheets and leave requests, assisting in recruitment interviews, and conducting performance evaluations.
- Responsible for staff supervision, including compliance with safety regulations and SAWA and Monitoring Program safety and administrative policies.
- Maintain the field equipment inventory and assesses field equipment needs.
- Perform other related duties as requested by the Monitoring Program Administrator.

Biologists

- Assist with and/or lead the development and testing of protocols for Covered Species and Vegetation communities
- Assist with and/or lead the development of long-term monitoring strategies capable of estimating population trends for selected species in the MSHCP
- Assist with and/or lead the training of field crews on data collection protocols and species identification
- Oversee field crews on the accurate and reliable collection of data on sensitive species and/or participate in biological field work under the direction of other biologists
- Coordinate with personnel from other agencies on field activities, data collection, and protocols
- Prepare field forms, maps, and field supplies for field surveys
- Identify, prepare, and maintain field equipment, including vehicles
- Enter data into a specified database and perform quality control of data collected
- Perform simple data analysis
- Write reports on field survey efforts, interim results, and recommendations for modification of methodology

Office Assistant

- 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
- 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
- Distribute Monitoring Program data as directed by MPA and RCA

GIS Analysts/Specialists

- Use GIS, computer cartography, and spatial analytical techniques to create and analyze spatial and non-spatial data sets to support Monitoring Program activities
- Provide GIS mapping support, including the digitizing and development of spatial data coverages for use in ARCGIS
- Research and compile data from the Western Riverside County MSHCP for the purposes of preparing maps, diagrams, exhibits, and reports
- Maintain computer hardware and software necessary for data collection, processing, management, and storage
- Prepare maps for biologists working in the field and for reports
- Use spatial modeling techniques to identify suitable habitat and potential areas of species occurrences
- Use GIS to develop new approaches incorporating geospatial data into Monitoring Program Activities
- Work in cooperation with the entire Monitoring Program staff to ensure that GIS needs are met.

Some of the activities to be conducted will require a valid California Drivers License, physical capability and endurance to conduct field work and research on wildlife and their habitats, often in remote settings, and willingness to work as part of an interdisciplinary team. Specific duties to be performed will be described in advance on a case-by-case basis for each assistant's services.

B. Schedule of Completion Dates

<u>Activity/Task</u>	<u>Scheduled Completion Date</u>
Field assistance and service	June 30, 2019

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.

Exhibit B Rates

2018 MSHCP Salary Ranges

by Job Classification

Effective July 1, 2018

<u>Job Classification</u>	<u>Hourly Range</u>		
Monitoring Program Administrator	\$39.00	to	\$49.92
Biologist Supervisor	\$30.85	to	\$39.49
Data Manager	\$30.85	to	\$39.49
Taxa Lead	\$23.52	to	\$30.11
Field Biologist Survey Lead	\$20.60	to	\$26.37
Field Biologist	\$19.00	to	\$24.32
Office Assistant	\$15.21	to	\$19.47

Salary ranges will move each July 1st by the amount of COLA increase approved by the SAWA Board of Directors in that year's new annual budget.

Salary Ranges are comprised of 10, 2.5% step increases. A step advance can occur annually when recommended by supervisor and approved by Executive Director following the employer's annual performance evaluation.

Employees who attain the highest step in the salary range are eligible for an expiring, non-base building merit increase as recommended by their supervisor and approved by the Executive Director. This merit increase will expire at the end of the fiscal year unless extended by an action of the Board of Directors.

Exhibit C

Vehicles

	RCA-01	RCA-02	RCA-03	RCA-04	RCA-05
Model	2012 F-150 Supercrew	2012 F-150 4X4 Supercrew	2012 F-150 4X4 Supercrew	2012 F-150 4X4 Supercrew	2015 F-150 4x4 Supercab
License plate	1385946	1382460	1390894	1390893	1473442
VIN	1FTFW1EF2CFC03398	1FTFW1EF0CFB43558	1FTFW1ET6CFC82499	1FTFW1ET9CFC82500	1FTEX1E99FKD84301
Fleet Card:					
Number	86931 2918 00001 6	86931 2918 00002 4	86931 2918 00006 7	86931 2918 00009 2	86931 2918 00008 5
PIN	1201	1202	1203	1204	1205
Valid through	08/18	08/18	08/18	08/18	08/18
Tire model	BF Goodrich Rugged Trail T/A	BF Goodrich All-Terrain T/A K002	Michelin LTX A/T2	BF Goodrich All-Terrain T/A KO (4)	Goodyear Wrangler Fortitude HT (4)
Tire size	LT245 / 70 - R17	LT265 / 70 - R17	P265 / 70 - R17	LT265 / 70 - R17	265 / 70 - R17
Tire pressure (PSI)	50/50	35/35	35/35	35/35	35/35
Spare tire model	BF Goodrich Rugged Trail T/A	Michelin LTX A/T2	Michelin LTX A/T2	Michelin LTX A/T2	
Spare tire size		P265 / 70 - R17		LT265 / 70 - R17	LT265 / 70 - R18
Engine Size	6.0L V8 FFV Engine	5.0L V8 FFV Engine	ECOBOOST 3.6L V6 Engine	ECOBOOST 3.6L V6 Engine	3.6L V6 TIVCT FFV Engine
Key code (duplicate key)	1364X	0348X	0344X	1234X	10761
Code for remote entry	17209	63712			

Computer Equipment

Description	Type	ModelNumber	SerialNumber
Computer Rack, Server	Computer, Monitor, other computer-related	782563-001	2UJ622001W
Copier, HP	Computer, Monitor, other computer-related	C7309A	561B0211DQ
Desktop computer, HP Compaq	Computer, Monitor, other computer-related	Z230 Workstation	2UA5502RDR
Desktop computer, HP Compaq, Dell	Computer, Monitor, other computer-related		CN-0U03144294087101FM
Docking station, Dell	Computer, Monitor, other computer-related	Pro1X	2L1444A01
Firewall, Dell	Computer, Monitor, other computer-related	Sonic Wall Solo	188169146DE4
Hard Drive, Internal, Seagate	Computer, Monitor, other computer-related	ST5000M009	Z53030TL
Hard Drive, Internal, Seagate	Computer, Monitor, other computer-related	ST5000M009	Z4YF0778
Keyboard, Wireless, Microsoft	Computer, Monitor, other computer-related	1455	908612356992
Keyboard, Wireless, Microsoft	Computer, Monitor, other computer-related	1455	307512356993
Laminator, 3M	Other Office	LS950	113667
Laptop Docking Station	Computer, Monitor, other computer-related	HP R33030	WCNVPOAAR7030Q
Laptop Docking Station, Gateway	Computer, Monitor, other computer-related	RQ5	DL106401982
Laptop Docking Station, HP	Computer, Monitor, other computer-related	HSTNN110X	CNU236XCFV
Laptop, HP	Computer, Monitor, other computer-related	Compaq NW 8440	CNU642146K
Monitor, Gateway	Computer, Monitor, other computer-related	TFT1980PS+	NWE748ON02003
Monitor, Gateway	Computer, Monitor, other computer-related	TFT1980PS	MWE768ON00041
Monitor, Gateway	Computer, Monitor, other computer-related	TFT1980PST	MWE768ON00235
Monitor, Gateway	Computer, Monitor, other computer-related	TFT1980PST	MWE768ON00233
Monitor, Gateway	Computer, Monitor, other computer-related	TFT1980PS+	MWE768ON01086
Monitor, Gateway	Computer, Monitor, other computer-related	TNT1980PS+	MWE768ON00979
Monitor, Gateway	Computer, Monitor, other computer-related	TFT1980PS	MWE768ON01105
Paper Cutter, Wescott	Other Office	Trimair	

Phone	Other Office	KX-TS880	7FBKG077168
Phone	Other Office	KX-TS880	7FBKG077375
Phone	Other Office	KX-TS880	7FBKG077414
Phone	Other Office	KX-TS880	7FBKG077399
Phone	Other Office	KX-TS880	7FBKG077323
Phone	Other Office	KX-TS880	7FBKG077398
Phone, Charger	Other Office	PQLV30019ZAM	3HBZA
Phone, Charger	Other Office	PQLV30019ZAM	
Phone, GE	Other Office	29484GE 2-A	60165726
Phone, GE	Other Office	29484GE 2A	
Phone, Panasonic	Other Office	KX-T5400-W	6HAQA034088
Phone, Panasonic	Other Office	KX-TG5100M	3GAXB116106
Phone, Panasonic	Other Office	KX-TGA510M	
Phone, Panasonic	Other Office	KX-TG5631S	6KAXB370272
Phone, Panasonic	Other Office	KX-TGA510M	
Phone, Panasonic	Other Office	KX-TGA510M	
Phone, Panasonic	Other Office	KX-TG5631S	6KAXB370273
Phone, Panasonic	Other Office	KX-TG9331T	
Phone, Panasonic	Other Office	KX-TG5200M	4FCXE05707
Print Server for USB 4 Port, Linksys	Computer, Monitor, other computer-related	PSUS4	SF400F503101
Print Server for USB 4 Port, Linksys	Computer, Monitor, other computer-related	PSUS4	SF400F503118
Print Server for USB 4 Port, Linksys	Computer, Monitor, other computer-related	PSUS4	SF400F503104
Print Server for USB 4 Port, Linksys	Computer, Monitor, other computer-related	PSUS4	SF400EA06681
Print Server, Adapter, Linksys	Computer, Monitor, other computer-related	M1-10S05	R00061503989A
Print Server, Adapter, Linksys	Computer, Monitor, other computer-related	M1-10S05	R00061505771A
Print Server, Adapter, Linksys	Computer, Monitor, other computer-related	M1-10S05	R00061500809A
Print Server, Adapter, Linksys	Computer, Monitor, other computer-related	M1-10S05	R000615004593A
Print Server, USB 4 Port, Linksys	Computer, Monitor, other computer-related	PSUS4	
Printer, HP C309	Computer, Monitor, other computer-related	SDG080826	C9101A
Router, ATA, CISCO	Computer, Monitor, other computer-related	SPA122	CCQ18260311
Router, Edgewater Network	Computer, Monitor, other computer-related	4550	VS120100028
Scanner, Epson	Computer, Monitor, other computer-related	J112A	ETAW070157
Speaker Bar, HP	Computer, Monitor, other computer-related	532112-001	CTDAVAU0C2C4U5JE
Speakers, Digital Experience	Computer, Monitor, other computer-related	G-Max 2000	
Speakers, Digital Experience	Computer, Monitor, other computer-related	G-Max 2000	4408AUL717014466
Speakers, Digital Experience	Computer, Monitor, other computer-related	G-Max 2000	4408AUL721005934
Speakers, Digital Experience	Computer, Monitor, other computer-related	G-Max 2000	4408AUL717007998
Speakers, Digital Experience	Computer, Monitor, other computer-related	G-Max 2000	
Speakers, Digital Enterprise	Computer, Monitor, other computer-related	G-Max 2000	4408AUL717010094
Speakers, Harmon Kardon	Computer, Monitor, other computer-related		CN04N5674822027K01KT
Speakers, Harmon Kardon	Computer, Monitor, other computer-related	DA00188M	
Speakers, Digital Experience	Computer, Monitor, other computer-related	G-Max 2000	4408AUL717010069

AGENDA ITEM NO. 11

**BIOLOGICAL MONITORING PROGRAM
WORK PLAN AND COST ESTIMATE
FOR FISCAL YEAR 2019**

Regional Conservation Authority**BIOLOGICAL MONITORING PROGRAM WORK PLAN AND
COST ESTIMATE FOR FISCAL YEAR 2019****Staff Contact:****Laurie Correa,
Director of Reserve
Management & Monitoring
(951) 955-8805****Background:**

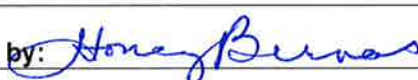
A requirement and key component of the Multiple Species Habitat Conservation Plan (MSHCP) is the Biological Monitoring Program which collects data on the MSHCP's 146 Covered Species and their associated habitats. Monitoring results are used to assess the MSHCP's effectiveness at meeting conservation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

The MSHCP requires the Monitoring Program Administrator to submit an annual Work Plan and Cost Estimate for implementation of the Monitoring Program. The Fiscal Year 2019 Work Plan describes the monitoring activities planned, schedule for field work, and estimate of cost for personnel and operations. The Work Plan and budget must be approved by the RCA Board and becomes part of the annual RCA budget. The estimated cost for biological monitoring services for a not to exceed amount of \$1,225,000 was included in the RCA budget adopted May 7, 2018 by the Board of Directors. For Fiscal Year 2019, SAWA proposes to provide staff with rate increases commensurate with rates for other equivalent positions in other SAWA divisions. SAWA will also assume all direct expenses for the program, including supplies, field equipment, computer and computer support and building rent. Rate increases and assumption of expenses results in a budget increase of approximately \$80,885. The MSHCP estimated the Biological Monitoring Program budget in Year 10 would be \$1.4 million.

Agenda Item 11 Staff Report
Page 2
June 4, 2018

Executive Committee and Staff Recommendation:

That the RCA Board of Directors approve the Biological Monitoring Program Work Plan and Cost Estimate for Fiscal Year 2019

FINANCIAL INFORMATION	
In Fiscal Year 2019 Budget: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Cost: \$ 1,217,006 Annual Cost: \$ N/A
Source of Funds: Tipping Fees, Rents, Participating Special Entity Revenue, Flood Control Contributions, Other Miscellaneous Revenue	Budget Adjustment: No From To
Approved by: 	Date: May 17, 2018

Attachment:

Western Riverside County MSHCP Biological Monitoring Program FY 2019
Work Plan and Cost Estimate

AGENDA ITEM NO. 11

Attachment

**Western Riverside County MSHCP
Biological Monitoring Program FY 2019
Work Plan and Cost Estimate**

**WESTERN RIVERSIDE COUNTY MSHCP
BIOLOGICAL MONITORING PROGRAM
FY 2018-19 WORK PLAN AND COST ESTIMATE**

1 INTRODUCTION

The overall goal of the Biological Monitoring Program (Monitoring Program) is to collect data on the 146 Covered Species and associated habitats for the purpose of assessing the MSHCP's effectiveness at meeting conservation objectives and to provide information for adaptive management. The activities described in this work plan for Fiscal Year 2018-19 continue the activities commenced in the previous fiscal year and follow the framework outlined in Section 5.3 of the MSHCP. Fiscal Year 2018-19 continues a significant transition period for the Monitoring Program as it shifts into the Long-term Monitoring Phase.

2 RESPONSIBILITIES

Monitoring Program activities are implemented within the MSHCP Conservation Area on lands that are owned and managed by the various MSHCP participants. The Western Riverside County Regional Conservation Authority (RCA) has primary responsibility for funding the Biological Monitoring Program. To ensure consistency in monitoring efforts throughout the Conservation Area, the Monitoring Program is overseen and implemented by a Monitoring Program Administrator. The duties and responsibilities of the Monitoring Program Administrator are described in Volume 1, (Part 2) Section 6.6.6 of the MSHCP.

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

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

3 IMPLEMENTATION STRATEGY

The Monitoring Program is responsible for monitoring the status and trend of the 146 Covered Species and associated vegetation communities and wildlife habitats over a 500,000 acre Conservation Area. Because there was little existing scientifically-based data for the majority of Covered Species, the first eight years of the Monitoring Program were devoted to an Initial Inventory and Assessment Phase. The purpose of the Inventory Phase was to determine where Covered Species occur within the Conservation Area, to

gather more information on their activity patterns, and to develop efficient protocols for detecting them. The development of protocols was necessary to standardize data collection, to test the reliability of survey methods, to determine feasible and useful monitoring metrics, and to provide a confidence level that unobserved species are truly absent at the survey location, rather than overlooked.

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

The transition into long-term monitoring involves developing monitoring metrics that are efficient to collect and robust measures of species status and population trend. The baseline monitoring objective for all Covered Species requires at least 75 percent of listed Core Areas or known locations to be documented as occupied at least once every eight years. As described in the Long-term Monitoring Strategy document developed by the Monitoring Program, monitoring protocols that provide additional information such as relative abundance of populations at occupied locations, reproductive success, or health of observed individuals will be employed whenever possible, to provide the most useful representations of species status.

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

The Long-term Monitoring Strategy describes a two-level design that gives priority to assessing the status of Covered Species as stated in the species-specific conservation objectives of the Plan which emphasize the continued occupancy of MSHCP-defined Core Areas or other areas of known occurrence. For some species, the objectives require that reproduction and/or minimum densities of individuals within species Core Areas be verified. The second level extends sampling for terrestrial vertebrates to the entire Conservation Area in a cost-efficient manner. The Long-term Monitoring Strategy document also includes chapters describing monitoring goals and objectives, sample design considerations, proper protocol development, data and information management strategies, collaboration and communication with other organizations, and describes the organizational framework of the Monitoring Program.

4 STAFF COMPOSITION

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

- Monitoring Program Administrator
- Biologist Supervisor
- Data Manager
- GIS Analyst
- Office Assistant
- Taxa Leads
- Field Biologists

Currently, the majority of staff are funded by the RCA through a contract with SAWA, a local non-profit agency. One Taxa Lead is currently provided by the CDFW, with endowment funding from Caltrans. The GIS Analyst is a contracted position.

5 SPECIFIC TASKS OF THE MONITORING PROGRAM

5.1 Administration & Coordination

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

- Develop annual work plans and budgets
- Identify contract needs, write scopes of work, manage contracts
- Advertise, interview, and hire Monitoring Program staff; conduct performance reviews
- Develop and maintain training manuals and training programs for staff
- Direct and schedule staff activities
- Identify field supply and equipment needs; maintain inventory of RCA owned equipment
- Identify land access needs and coordinate with the RCA or agencies on access agreements
- Facilitate monthly reserve management/monitoring coordination meeting
- Attend monthly RCA team meetings and other agency meetings
- Give requested presentations to the RCA Board
- Coordinate with Wildlife Agencies (CDFW and U.S. Fish and Wildlife Service) on survey methodology and monitoring activities
- Develop and maintain Program operations manual
- Oversee writing of annual survey reports
- Distribute Monitoring Program data as appropriate

5.2 Biological Surveys

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

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

5.3 Training

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

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

5.4 Data Management & Reports

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

- Field form and protocol development

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

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

6 MONITORING EFFORTS IN FY 2018-19

Monitoring Program activities planned for FY 2018-19 are largely based on the requirements of the MSHCP species objectives found in Volume 2 of the MSHCP. Most species objectives specify time intervals for detecting and reporting on each of the Covered Species in the Conservation Area. When the species objectives do not specify a time interval, the status of the Covered Species must be reported on at least once every eight years as per General Management Measure 7 (Vol. 1 Sec. 5.0). In addition to the species objectives, survey priorities are influenced by the quantity and quality of information available for each species (little or poor information means more survey effort sooner), whether another agency is already conducting surveys (less effort required by the Monitoring Program), relative ease of gathering information (e.g., yellow warbler surveys during least Bell's vireo surveys), and priority of the species to the RCA and Wildlife Agencies (e.g., burrowing owl is a high priority species). Funding availability and extent of effort required is also considered when determining monitoring activity priorities. Monitoring Program biologists help with ongoing MSHCP Management Program activities that benefit Covered Species (e.g., aquatic invasive species removal/control) to the fullest extent possible.

An overview of the monitoring efforts planned for FY 2018-19, along with a brief rationale for surveys, is provided below. Detailed survey methods can be found in the survey protocols available at the Biological Monitoring Program office in Riverside, CA. The Monitoring Program's ability to complete these tasks will be dependent upon continued funding from the RCA and the amount of support provided by the CDFW.

6.1 Invertebrates

6.1.1 Quino Checkerspot Butterfly Survey

The species objectives for Quino checkerspot butterfly require annual documentation of its distribution. The Monitoring Program has surveyed for Quino checkerspot butterfly in the Conservation Area during the last 14 biological years. In FY 2018-19 survey efforts will focus on monitoring locations in designated Core Areas and satellite Core Areas throughout the Conservation Area. Monitoring

Program biologists will coordinate with Reserve Managers conducting surveys for Quino checkerspot butterfly to avoid duplication of effort.

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

The species objectives for Delhi fly require documenting successful reproduction at all three Core Areas identified in the MSHCP annually for the first five years of the permit and then as determined to be appropriate. There is currently just one Core Area with conserved land within the Plan Area containing suitable habitat for the species. Because Delhi fly is an endangered species with an extremely limited distribution within the Plan Area, Monitoring Program biologists have surveyed for Delhi fly within the lone accessible Core Area during the last 13 biological years.

Surveys allowing calculation of density estimates of Delhi fly within its accessible Core Area were conducted from 2005-2010. In 2011 these efforts were reduced to simply documenting successful reproduction, greatly reducing necessary resources. However, the Management Program has recently been conducting management actions to control the spread of non-native vegetation within occupied habitat, and to potentially open up more habitat at the edges of the recently occupied area. In order to properly assess the effectiveness of these actions, the more intensive study design allowing a density estimate of Delhi fly to be calculated was reestablished in FY 2014-15 through FY 2017-18, and will continue in FY 2018-2019.

For the first time, arthropod surveys may be added to document the community composition of co-existing terrestrial arthropod species as an indication of habitat health. Arthropod surveys would involve several rounds of live-capture pitfall trapping during the months leading up to Delhi Fly surveys. The protocol is still being developed and will probably evolve during this first survey season.

6.1.3 Fairy Shrimp Survey

The species objectives for Santa Rosa Plateau, Riverside, and vernal pool fairy shrimp require the continued use of listed Core Areas at least once every eight years. Surveys on accessible lands within listed Core Areas for covered fairy shrimp were conducted by Monitoring Program biologists in several years during the Inventory Phase when precipitation was adequate to fill pools with water. The species-specific monitoring objective has been met for Santa Rosa Plateau fairy shrimp but Riverside fairy shrimp and vernal pool fairy shrimp need to be found in additional Core Areas in order for their respective species objectives to be met. Ongoing fairy shrimp surveys may be conducted in vernal pools within necessary Core Areas if there is adequate rainfall in FY 2018-19 to create new pools in areas already surveyed, or if additional lands are acquired.

6.2 Birds

6.2.1 Northern Goshawk Survey and Nest Searching

The species objectives for northern goshawk require the MSHCP to maintain the continued use and successful reproduction in high elevation habitat for this species in the San Jacinto Mountains every three years. This species was last surveyed in FY 2012-13. The survey effort for northern goshawk is physically challenging, but not biologically complex or difficult. These surveys will only be conducted if funding is available to hire a contracted biologist. Using regular Monitoring Program Staff would be too labor intensive and preclude much of the other bird work that is planned for FY 2018-19.

6.2.4 Burrowing Owl Monitoring

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

In FY 2018-19 continued monitoring of artificial burrows installed across the Conservation Area will be conducted three times per year as according to the Western Riverside County MSHCP Burrowing Owl Management Plan. Additional surveys to obtain an accurate count of breeding pairs of burrowing owls within Core Areas will be conducted as needed by Monitoring Program biologists and with the use of trail cameras in FY 2018-19 to document distribution and reproduction of burrowing owl whether at artificial or natural burrow locations. Monitoring Program biologists will coordinate with Reserve Managers to avoid duplication of effort. Program biologists may also continue a Burrowing Owl habitat assessment project to collect habitat data at burrows used by breeding Burrowing Owls.

6.2.2 Tricolored Blackbird Survey

Due to a precipitous population decline and widespread habitat loss, the Tricolored Blackbird was listed as a Candidate for inclusion on the California Endangered Species List by the California Fish and Game Commission in November 2015. The species objectives for Tricolored Blackbird require documenting the continued use and successful reproduction in at least one of five Core Areas every five years. Targeted surveys in 2015 confirmed that the objective as written is currently minimally achieved. However, populations in Riverside County, southern California and state-wide remain near historic lows. Management actions and public outreach activities are underway to enhance breeding and foraging habitat on conserved land and to avoid take of the species on private land. Tricolored Blackbirds

concentrate their breeding effort at only a few sites in any given year, making each colony critical and relatively easy to monitor. Surveys to document population and reproduction status at sites with Tricolored Blackbird in FY 2018-19 will be conducted pending staff availability in order to continue providing updated information for adaptive management.

Additional survey work may be conducted in Tricolored Blackbird habitat on the San Jacinto Wildlife Area, including bird point counts, vegetation surveys, and insect surveys. Additional effort may include the collection of fecal or other samples for DNA analysis, and the deployment of sound meters to monitor colony development and success rates.

6.2.3 Western Yellow-billed Cuckoo Survey

The species objectives for yellow-billed cuckoo require the MSHCP to maintain continued use and successful reproduction within Core Areas once every five years. Surveys for three riparian bird species, including cuckoo, occurred in FY2016-17, but cuckoo was not detected. In the past, seven cuckoo territories were documented in western Riverside County, occurring in the Prado Basin or adjacent Riverside County reach of the Santa Ana River. In 2001, they were found in Mill Creek, Chino Creek, and the El Prado Golf Course. Prado Basin may represent the only breeding location in southern California apart from the Colorado River. Survey efforts targeting western yellow-billed cuckoo were initiated in FY 2017-18, and will continue until the end of the breeding season in FY 2018-19. Acoustic equipment may be used within Prado Basin to increase possible detection and maximize staff time. Nest searching to demonstrate successful reproduction of the above species will occur in conjunction with the detection survey.

6.2.4 Grasshopper Sparrow Survey and Nest Searching

The species objectives for grasshopper sparrow require occupancy within three large Core Areas, and at least three of four smaller Core Areas every five years. Additionally, five of the seven Core Areas must support at least 20 grasshopper sparrow pairs with evidence of successful reproduction. Grasshopper sparrows were documented in four Core Areas in 2015 (67% of large and 50% of small). Since this last effort, the San Jacinto Wildlife Area/Mystic Lake Core Area will be redefined as generally being the eastern portion of existing Core H. Surveys in FY 2018-19 may also involve a change from line transects to point-counts to determine the current status of the species within the Conservation Area. Nest searching will involve the use of a rope drag in suitable habitat to reveal nesting adults. Habitat data may also be collected as part of this effort.

6.2.5 Yellow Warbler and Yellow-breasted Chat Survey and Nest Searching

The species objectives for Yellow Warbler and Yellow-breasted Chat require the MSHCP to maintain continued use and successful reproduction within Core Areas once every five years. Surveys in FY 2018-19 specifically for Yellow Warbler and Yellow-breasted Chat will be conducted in accessible riparian habitat within

designated Core Areas. Nest searching to demonstrate successful reproduction of the above species will occur in conjunction with the detection survey.

6.2.6 California Gnatcatcher Survey

The species objectives for California gnatcatcher require continued use and successful reproduction within Core Areas at least once every three years. The U.S. Fish and Wildlife Service organized a regional monitoring survey effort for California gnatcatcher in FY 2015-16 with the goals of conducting status and trend monitoring with habitat and species threat covariates, understanding post-fire population effects, and population responses to climate change. Participation in this larger-scope monitoring effort allowed the Monitoring Program to collect data needed to meet stated MSHCP objectives. The next regional survey is tentatively planned for FY2018-19.

6.3 Amphibians and Reptiles

6.3.1 Western Spadefoot Survey

The species objectives for western spadefoot require maintaining successful reproduction at 75 percent of conserved breeding locations as measured once every eight years. Early Monitoring Program surveys for western spadefoot were mostly conducted as part of vernal pool monitoring also targeting covered fairy shrimp species. If there is adequate rainfall in FY 2018-19, surveys targeting western spadefoot will be conducted to determine presence and breeding activity in suitable habitat on any newly required RCA properties and historically occupied areas where the species was not detected in FY 2016-2017. Isolated pools, road cuts, and creeks that do not strictly follow the definition of vernal pools will be surveyed in order to capture additional potential habitat for breeding spadefoot.

6.3.2 Western Pond Turtle Trapping

The species objectives for western pond turtle require the continued use of at least 75 percent of conserved Core Areas as measured once every three years. Surveys for western pond turtle in 2013-2015 confirmed that the objective was met in the last reporting period; pond turtles have been detected in 7 of 8 (87.5%) Core Areas.

Surveys in FY 2014-15, 2015-16, and 2016-17 have targeted large populations at the Santa Margarita Ecological Reserve and Santa Rosa Plateau Ecological Reserve. If land with potentially suitable habitat has been acquired or significant habitat management has occurred within previously unoccupied cores, these cores will also be resurveyed in FY 2018-19; however, the conserved areas within these cores were not appropriate for pond turtles during previous surveys so they will not be resurveyed without the above conditions. Surveys in FY 2018-19 will continue efforts begun in FY2017-18 with a focus on Murrieta Creek.

6.3.3 Terrestrial Herpetofauna Survey

San Bernardino mountain kingsnake, San Diego mountain kingsnake, southern rubber boa, and San Diego banded gecko have proven difficult to detect with

current survey methods. The species objectives for all four reptiles require documentation of the continued use of Core Areas at least once every eight years. Survey efforts for covered species in FY 2018-19 will include employing herp arrays, consisting of snake traps with drift fencing for the three mountain snake and one lizard species.

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

6.4 Mammals

6.4.1 Carnivore Survey

Species objectives for bobcat, coyote, long-tailed weasel, and mountain lion require the conservation of contiguous habitat blocks and the maintenance of corridors that provide an effective means for dispersal. Surveys to detect the above-listed mammals in contiguous habitat blocks, linkages, and movement corridors identified by the MSHCP have been ongoing since 2007. Surveys in the linkages will continue in FY 2018-19, primarily using motion-triggered cameras to record images of target species.

6.4.2 Long-tailed Weasel Survey

Long-tailed weasel is a species with typically low densities, broad geographic distribution, and a life history pattern that makes it difficult for biologists to detect. While motion-triggered cameras and incidental observations provide regular data points for bobcat, coyote and mountain lion, previous analysis of survey techniques has shown that scent stations along transects following likely movement corridors is the most effective means to document long-tailed weasel occurrences. These surveys were last conducted in 2009 and can take more than one year to complete given the extent of the survey area. Monitoring Program biologists will conduct carnivore scent station and track surveys in habitat blocks and corridors particularly targeting long-tailed weasel in FY 2018-19. These surveys could result in significant detections of other carnivore species.

6.5 Fish

6.5.1 Arroyo Chub Survey

The species objectives for arroyo chub require documenting the presence of this fish in 75 percent of its identified Core Areas in the Santa Ana and Santa Margarita watersheds. The frequency of arroyo chub surveys to document presence are not defined in the monitoring objectives; therefore, the Program defaults to conducting surveys every 8 years. The monitoring objective for arroyo chub is not currently met. The Monitoring Program will continue survey efforts in FY 2018-19 that were slated to begin in the previous fiscal year. The Monitoring Program will determine if surveys are being conducted by CDFW in the Santa Margarita River to reassess species status. We will also survey tributaries in both watersheds to assess species status. In the Santa Ana watershed, the Monitoring Program will continue to coordinate with other organizations conducting native fish surveys.

6.6 Plants

6.6.1 Rare Plant Survey

There are 63 covered plant species with species objectives that require conserving and monitoring known populations within the Conservation Area. Surveys for rare plants in FY 2018-19 will continue efforts to update the current status of Covered Species on conserved lands. The focal species in any given year are dependent on weather conditions and accessibility of survey sites. Nearly all historic locations of covered plant species within the Conservation Area have been visited in previous years. Thus, rare plant monitoring efforts in FY 2018-19 will focus on conducting surveys for covered plant species at recently acquired properties, documenting required localities for species not adequately conserved, and revisiting locations previously determined to be occupied by covered plant species in a long-term monitoring context.

6.6.1.1 Brand's Phacelia Study

A habitat management study of Brand's phacelia (*Phacelia stellaris*), a narrowly endemic Covered Species, will continue in FY 2018-19 in an area along the Santa Ana River near Rancho Jurupa.

6.6.2 Engelmann Oak Study

The species objectives for Engelmann oak require maintaining recruitment of seedling and sapling oaks within conserved populations as measured across any consecutive five-year period. Targeted surveys for Engelmann oaks were initiated again in FY 2015-16 and replicated prior efforts to measure current recruitment within accessible lands in the Conservation Area. The large majority of Engelmann oaks within the Plan Area are found at the Santa Rosa Plateau Ecological Reserve which was thoroughly surveyed in FY 2015-16. However, smaller populations exist at the Southwestern Riverside County Multi-Species Reserve and the Santa Margarita Ecological Reserve. These smaller populations were visited in FY 2017-

18, completing the survey effort for the current five-year period. Remnant populations at additional locations will be surveyed in FY 2018-19.

6.6.3 Vegetation Community Monitoring

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

On-the-ground vegetation community monitoring efforts targeted coastal sage scrub (CSS) and CSS-grassland and CSS-chaparral transition areas from 2008 – 2012. Pending staff availability, FY 2018-19 vegetation community monitoring efforts will continue for a selected vegetation community within the Conservation Area.

6.6.4 Habitat Surveys

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

7 SCHEDULE OF MONITORING EFFORTS FOR FY 2018-19

Below is a tentative calendar of when surveys are planned for FY 2018-19. The “biological year” or “survey season” does not match the fiscal year, thus the calendar represents two different survey seasons. The first half of the calendar continues many of the activities commenced in FY 2017-18.

Survey	Jul18	Aug18	Sep18	Oct18	Nov18	Dec18	Jan19	Feb19	Mar19	Apr19	May19	Jun19
Quino Checkerspot Survey												
Delhi Fly Detection and Arthropod Surveys												
Fairy Shrimp Survey												
Northern Goshawk Survey and Nest Searching												
Burrowing Owl Monitoring												
Tricolored Blackbird Survey												
Western Yellow-billed Cuckoo Survey												
Grasshopper Sparrow Survey and Nest Searching												
Yellow Warbler and Yellow-breasted Chat Survey and Nest Searching												
California Gnatcatcher Survey												
Western Spadefoot Survey												
Western Pond Turtle Trapping												
Terrestrial Herpetofauna Survey												
Carnivore Survey (Long-tailed Weasel)												
Arroyo Chub Survey												
Rare Plant Survey												
Brand's Phacelia Study												
Engelmann Oak Study												
Vegetation Community Monitoring												

8 BIOLOGICAL MONITORING PROGRAM COST ESTIMATE FOR FY 2018-19

The RCA has primary responsibility for funding the Monitoring Program. However, the CDFW funds a small portion of the Monitoring Program based on the availability of the State's budget. The proposed FY 2018-19 Biological Monitoring Program budget is similar to previous budgets submitted to and approved by the RCA Board of Directors. The majority of funding is allocated to a contract with the Santa Ana Watershed Association for staff.

ALLOCATION	COST
CDFW Funded Labor & Supplies	
Biologist	\$112,048
Vehicle Usage (Fuel & Maintenance)	\$3,000
Office Support (Internet service)	\$1,000
Subtotal CDFW Funded Labor & Vehicles	\$116,048
SAWA Labor & Supplies	\$1,217,006.00
Total Program Cost	\$1,333,054
Minus Total CDFW Cost	- \$116,048
Grand Total RCA Cost	\$1,217,006.00

9 CONTACT INFO

The FY 2018-19 Work Plan and Cost Estimate was prepared by the Monitoring Program Administrator and was submitted to the Regional Conservation Authority for approval. For more information, contact:

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Monitoring Program Administrator
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AGENDA ITEM NO. 12

**RESOLUTION NO. 2018-007
RESOLUTION OF THE BOARD OF
DIRECTORS OF THE WESTERN
RIVERSIDE COUNTY REGIONAL
CONSERVATION AUTHORITY
RESCINDING RESOLUTION NO. 2015-004**

Regional Conservation Authority

**RESOLUTION NO. 2018-007
RESOLUTION OF THE BOARD OF DIRECTORS OF THE WESTERN
RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY
RESCINDING RESOLUTION NO. 2015-004**

Staff Contact:

**Michelle Ouellette
General Counsel
(951) 686-1450**

Background:

In 2004, the County acquired a 548 acre parcel known as the “Tri-Valley” Property using funds from the MSHCP Mitigation Fee Ordinance with the intent that at some date in the future the Property would be transferred to RCA. As part of the acquisition, the County agreed to a Temporary Operations and Permanent Maintenance Easement Agreement (TOPME), which included maintenance of a manufactured slope alongside the future development of the adjacent property. The Property contains one of two known populations of the San Diego Ambrosia in western Riverside County, an endangered species under the Endangered Species Act.

In 2015, the County started preparing to exchange 40 acres of the Tri-Valley Property with 40 acres of adjacent vacant land owned by Castle and Cooke. The exchange would accompany the extinguishment of the TOPME Agreement. However, since the exchange lands included the population of the San Diego ambrosia, RCA approved Resolution 2015-004 which allocated funds to translocate the San Diego ambrosia population from the exchange lands back into areas that would be owned by RCA. The County approved the property exchange on April 5, 2016.

Litigation was subsequently filed challenging the County’s exchange with Castle & Cooke. Castle & Cooke has requested that the County rescind the land exchange to allow the lawsuit to be dismissed. Castle & Cooke is also requesting that RCA rescind Resolution 2015-004.

Consequently, attached here is Resolution 2018-007 to formally rescind Resolution 2015-004 and de-authorize the translocation of the San Diego Ambrosia.

Executive Committee and Staff Recommendation:

That the RCA Board of Directors adopt Resolution No. 2018-007, Resolution of the Board of Directors of the Western Riverside County Regional Conservation Authority Rescinding Resolution 2015-004.

Attachment:

Resolution No. 2018-007

AGENDA ITEM NO. 12

Attachment

RESOLUTION NO. 2018-007

RESOLUTION NO. 2018-007

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
WESTERN RIVERSIDE COUNTY
REGIONAL CONSERVATION AUTHORITY
RESCINDING RESOLUTION NO. 2015-004**

WHEREAS, the Western Riverside County Regional Conservation Authority ("RCA") is a public agency of the State of California formed by a Joint Exercise of Powers Agreement ("JPA"); and

WHEREAS, on April 5, 2016, the Riverside County Board of Supervisors approved certain actions whereby the County exchanged an approximately 40-acre portion of land for an approximately 40-acre portion of certain real property owned by Castle & Cooke Commercial-CA, Inc., ("C&C"); and

WHEREAS, pursuant to its April 5, 2016 approvals, the County reserved an easement over a portion of the parcel with Assessor's Parcel Number 390-130-029, which was conveyed to C&C and hosts the San Diego Ambrosia plant species, and said easement includes conditions for the translocation of the San Diego Ambrosia to be undertaken by RCA before any development by C&C could occur; and

WHEREAS on April 6, 2015, in anticipation of the County's April 5, 2016 approvals, the Board of Directors of the RCA adopted Resolution No. 2015-004, authorizing funding of the relocation, management and monitoring of the San Diego Ambrosia; and

WHEREAS on April 10, 2018, the County Board of Supervisors adopted Resolution No. 2018-071 and Resolution No. 2018-072, noticing its intention to, *inter alia*, rescind the April 5, 2016 approvals, and convey fee simple interests in real property from the County to RCA; and

WHEREAS, if the County Board of Supervisors approves rescission of, and the unwinding of the land exchange pursuant to the April 5, 2016 approvals, then the need and purpose for translocating the San Diego Ambrosia no longer exists.

NOW, THEREFORE, BE IT RESOLVED by the Western Riverside County Regional Conservation Authority Board of Directors that Resolution No. 2015-004, approved on April 6, 2015, is hereby rescinded, and shall have no further force or effect.

PASSED AND ADOPTED at the regular meeting of the Board of Directors of the Western Riverside County Regional Conservation Authority, held this 4th day of June, 2018.

By: _____
Jonathan Ingram, Chairman
Western Riverside County
Regional Conservation Authority

ATTEST:

By: _____
Honey Bernas, Clerk
Western Riverside County
Regional Conservation Authority

2018 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
DBESP	Determination of Biologically Equivalent or Superior Preservation
EMWD	Eastern Municipal Water District
EPD	Environmental Programs Department (<i>Riverside County</i>)
ERP	Expedited Review Process
ESA	Endangered Species Act
FAST	Fixing America's Surface Transportation
FY	Fiscal Year
HANS	Habitat Evaluation and Acquisition Negotiation Strategy
HCP	Habitat Conservation Plan
HMU	Habitat Management Unit
IC	Interchange
IMER	Initial Management Evaluation Report
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
RCOE	Riverside County Office of Education
RCRCD	Riverside-Corona Resource Conservation District
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
WA	Wildlife Agencies (<i>USFWS & CDFW</i>)
WCB	Wildlife Conservation Board
WIFIA	Water Infrastructure Finance and Innovation Act
WIIN	Water Infrastructure Improvements for the Nation
WPT	Western Pond Turtle
WRDA	Water Resources Development Act