



*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.*

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## **MEETING**

**Monday September 10, 2018  
12:30 p.m.  
Riverside County Administrative Center  
Board Room, First Floor, 4080 Lemon Street, Riverside, CA 92501**

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## **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](http://www.wrc-rca.org) subject to staff's ability to post the documents before the meeting. Alternative formats are available upon request by contacting the Clerk of the Board at (951) 955-9700. Notification of at least 72 hours prior to meeting time will assist staff in accommodating such requests.*

**Monday, September 10, 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 — June 4, 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 REPORTS FOR MAY, JUNE, AND JULY 2018**

Overview — **STAFF REPORT**

This item is for the RCA Board of Directors to receive and file the Western Riverside County MSHCP Fee Collection Reports for May, June, and July 2018.

8.2 **FISCAL YEAR 2018 PRELIMINARY FOURTH QUARTER FINANCIAL REPORT (UNAUDITED)**

Overview — **STAFF REPORT**

This item is for the RCA Board of Directors to receive and file the Fiscal Year 2018 Preliminary Fourth Quarter Financial Report (Unaudited).

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

Overview — **STAFF REPORT**

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

8.4 **RESOLUTION NO. 2018-008, RESOLUTION OF THE BOARD OF DIRECTORS OF THE WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS FROM THE RIVERS & LANDS CONSERVANCY**

Overview — **STAFF REPORT**

This item is for the RCA Board of Directors to:

- 1) Approve Resolution No. 2018-008, *Resolution of the Board of Directors of the Western Riverside County Regional Conservation Authority*

## **RCA BOARD OF DIRECTORS AGENDA**

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**September 10, 2018**

*Authorizing the Acceptance of Grant Funds from the Rivers & Lands Conservancy;*

- 2) Approve the budget adjustment contained in the attached Exhibit A; and
- 3) Authorize the Chairman to direct the Auditor-Controller to make the budget adjustment contained in the attached Exhibit A.

### **8.5 PROFESSIONAL SERVICES AGREEMENT BETWEEN THE WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY AND OPR COMMUNICATIONS, INC. FOR PUBLIC OUTREACH CAMPAIGN AND ON-CALL MEDIA 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 OPR Communications, Inc. for Public Outreach Campaign and On-call Media Services; and
- 2) Authorize the Chairman to execute, pursuant to legal counsel review and approval, said Agreement on behalf of the RCA.

### **9. AGREEMENT FOR FUNDING THE ACQUISITION OF CONSERVATION CREDITS BETWEEN THE WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY AND CRESTMORE REDEVELOPMENT, LLC**

#### Overview — **STAFF REPORT**

This item is for the RCA Board of Directors to:

- 1) Approve the Agreement for Funding the Acquisition of Conservation Credits between the Western Riverside County Regional Conservation Authority and Crestmore Redevelopment, LLC; and
- 2) Authorize the Chairman to execute, pursuant to legal counsel review and approval, said Agreement on behalf of the RCA.

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

#### **10.1 UPDATE CONCERNING ESTABLISHMENT OF NATIONAL WILDLIFE REFUGE**

### **11. LAND ACQUISITION UPDATE**

## **RCA BOARD OF DIRECTORS AGENDA**

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### **12. FEATURED SPECIES OF THE MONTH**

### **13. ITEMS FOR NEXT MEETING**

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

### **14. CLOSED SESSION**

#### **14.1 CONFERENCE WITH REAL PROPERTY NEGOTIATOR**

**Pursuant to Government Code Section 54956.8**

**Agency Negotiator:** RCA – Executive Director or Designee

**Under Negotiation:** Price/Terms

<b>Item</b>	<b>Assessor Parcel No(s).</b>	<b>Negotiating Party(ies)/Agent</b>
1	347-270-027 347-270-028	Hilda Andrade
2	932-170-022	Jerry D. Bentley and Yvonne D. Bentley/ Karen Lenahan Sunset Properties
3	257-230-006	Barbara Baxter Bode, DeEllen Baxter Wilford (also known as DeEllen Adell Baxter), Wendy Ann Gruver (also known as Wendy Ann Baxter and Wendy Ann Baxter Powers), Mary Ann McLain, James Edward McLain, Robert Andrew McLain, Holly Elizabeth King and Azusa Pacific University/ Karin Winters and Pete Dangermond
4	572-020-013	Lloyd Bryan Thibodeaux and Joyce D. Thibodeaux
5	472-140-014	Kisling Enterprises, Inc./ Karen Lenahan
6	384-270-010	Anheuser Busch

### **15. ADJOURNMENT**

The next meeting of the Western Riverside County Regional Conservation Authority Board of Directors is scheduled for Monday, October 1, 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**

**June 20, 2018**



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

## MEETING MINUTES

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### 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, June 4, 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	Daniela Andrade	Present
City of Beaumont	Julio Martinez	Present
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	Present
City of Lake Elsinore	Natasha Johnson	Present
City of Menifee	Matt Liesemeyer	Present
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	Absent
*City of Temecula	Maryann Edwards	Present
City of Wildomar	Timothy Walker	Present
County District 1	Kevin Jeffries	Present
County District 2	John Tavaglione	Present
County District 3	Chuck Washington	Present
County District 4	V. Manuel Perez	Absent
County District 5	Marion Ashley	Present

*\*City of Temecula representative arrived at 12:37 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.)**

Board Member Johnson stated that she had the opportunity to visit The White House in Washington, D.C., along with a few local leaders who met with President Trump. She said that in the Nation's history no President has ever reached down to the level of local leadership and asked for a conversation. She further stated how honored she was to represent the City of Lake Elsinore, the region, and the State of California.

**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 — May 7, 2018 meeting of the RCA Board of Directors**

<b>RESULT:</b>	<b>APPROVED AS RECOMMENDED [19 TO 0]</b>
<b>MOVER:</b>	City of Perris
<b>SECONDER:</b>	City of Calimesa
<b>AYES:</b>	Banning, Calimesa, Canyon Lake, Corona, Eastvale, Hemet, Jurupa Valley, Lake Elsinore, Menifee, Moreno Valley, Murrieta, Norco, Perris, Riverside, Wildomar, County District 1, County District 2, County District 3, County District 5
<b>ABSTAIN:</b>	City of Beaumont
<b>ABSENT:</b>	City of San Jacinto, City of Temecula, 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.)**

<b>RESULT:</b>	<b>APPROVED AS RECOMMENDED [19 TO 0] Agenda Item 8.1 thru 8.4</b>
<b>MOVER:</b>	City of Moreno Valley
<b>SECONDER:</b>	City of Eastvale
<b>AYES:</b>	Banning, Beaumont, Calimesa, Canyon Lake, Corona, Eastvale, Hemet, Jurupa Valley, Menifee, Moreno Valley, Murrieta, Norco, Perris, Riverside, Temecula, Wildomar, County District 1, County District 3, County District 5
<b>ABSTAIN:</b>	City of Lake Elsinore, County District 2
<b>ABSENT:</b>	City of San Jacinto, County District 4



*Before the Consent Calendar was discussed, the Representatives from the City of Murrieta, County District 1, County District 2, County District 3 and County District 5 stated that they were abstaining from the decision and/or discussion on Agenda Item No. 8.5 due to a campaign contribution of \$250 or more from Southern California Edison, which may raise a possible conflict of interest under Government Code Section 84308.*

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

Overview

This item is for the RCA Board of Directors to receive and file the Western Riverside County MSHCP Fee Collection Report for April 2018.

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

Overview

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

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

**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

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**

<b>RESULT:</b>	<b>APPROVED AS RECOMMENDED [16-0] Agenda Item 8.5</b>
<b>MOVER:</b>	City of Moreno Valley
<b>SECONDER:</b>	City of Eastvale
<b>AYES:</b>	Banning, Beaumont, Calimesa, Canyon Lake, Corona, Eastvale, Hemet, Jurupa Valley, Lake Elsinore, Menifee, Moreno Valley, Norco, Perris, Riverside, Temecula, Wildomar
<b>ABSTAIN:</b>	City of Murrieta, County District 1, County District 2, County District 3, County District 5
<b>ABSENT:</b>	City of San Jacinto, County District 4

Overview

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.

*Representative from the City of Temecula arrived during the start of the discussion on the Consent Calendar.*

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

<b>RESULT:</b>	<b>APPROVED AS RECOMMENDED [20 TO 0]</b>
<b>MOVER:</b>	City of Banning
<b>SECONDER:</b>	City of Wildomar
<b>AYES:</b>	Banning, Beaumont, Calimesa, Canyon Lake, Corona, Eastvale, Hemet, Jurupa Valley, Lake Elsinore, Menifee, Moreno Valley, Murrieta, Norco, Perris, Riverside, Temecula, Wildomar, County District 1, County District 2, County District 5
<b>ABSTAIN:</b>	County District 3
<b>ABSENT:</b>	City of San Jacinto, County District 4

Michelle Ouellette, General Counsel, stated that the Riverside County Transportation Commission (RCTC) was sued on two projects, three times in Federal and State Court on the Mid- County Parkway project. They were also challenged under CEQA on the Highway 60 Truck Climbing Lanes in the Badlands area. After many years of litigation, these cases are now near settlement. The RCA was not a party to the lawsuits, but is a beneficiary in the terms of a Side Agreement that was reached by the parties.

Board Member Washington stated that he has abstained from every discussion and vote at RCTC on the Mid-County Parkway project because he has a conflict. He asked if the agreement attaches itself to the abstention, since the settlement of the lawsuit is concerning Mid-County Parkway. Steve DeBaun, General Counsel, asked if Board Member Washington owns property within 500 feet of the project. Board Member Washington answered in the affirmative. Mr. DeBaun recommended that Board Member Washington abstain from this agenda item. Board Member Washington exited the board room.

Michelle Ouellette continued with her presentation stating that the final terms of the settlement are still being negotiated, but the terms that affect RCA are: 1) RCTC will provide \$5,265,000 to RCA for habitat acquisition in specified areas that will count toward Reserve Assembly; 2) RCTC will buy approximately 70 acres of Vernal pool habitat, which will be transferred to the RCA and count toward Reserve Assembly. After her presentation, Michelle Ouellette asked if there were any questions. There were no questions from Board Members.

Overview

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**

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

Laurie Correa, Director of Reserve Management and Monitoring, presented the Professional Services Agreement between the RCA and Santa Ana Watershed Association (SAWA) for Biological Monitoring Services. She advised that the Monitoring Program collects data on the MSHCP's 146 Covered Species and their associated habitats, which is a requirement and key component of the MSHCP. This data is an important part of the Annual Report and the Master Data Set. She stated that 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. Only one proposal was received, which was from SAWA who has been providing the services since 2006. SAWA's proposal was considered responsive to the RFP. The negotiated contract is \$1,217,006, which is an increase of \$80,885 over the FY2018 contract amount. She explained the negotiated terms and conditions of the contract in detail, which included the sale of five RCA-owned vehicles and some RCA electronic office equipment valued at \$117,000 to SAWA, payable to the RCA over a five-year period.

Board Member Edwards asked if the sale of vehicles are "as is." Laurie Correa answered in the affirmative.

Chairman Ingram commented that the vehicles were prorated. There were no other questions from Board Members.

Overview

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**

<b>RESULT:</b>	<b>APPROVED AS RECOMMENDED [UNANIMOUS]</b>
<b>MOVER:</b>	City of Lake Elsinore
<b>SECONDER:</b>	City of Wildomar
<b>AYES:</b>	Banning, Beaumont, Calimesa, Canyon Lake, Corona, Eastvale, Hemet, Jurupa Valley, Lake Elsinore, Menifee, Moreno Valley, Murrieta, Norco, Perris, Riverside, Temecula, Wildomar, County District 1, County District 2, County District 3, County7 District 5
<b>ABSENT:</b>	City of San Jacinto, County District 4

Laurie Correa, Director of Reserve Management and Monitoring, presented the Biological Monitoring Program Work Plan and Cost Estimate for Fiscal Year 2019. She stated that the MSHCP requires that the Monitoring Program Administrator submit an annual Work Plan and Cost Estimate for implementation of the Monitoring Program. The work plan describes the monitoring activities planned, schedule of field work, and estimate of cost for personnel and operations. The work plan is to be approved by the RCA Board and becomes part of the annual RCA budget. She explained that the monitoring program is a key component of the MSHCP as it provides the necessary data on the MSHCP's 146 Covered Species and their associated habitats. She explained that monitoring results are used to assess the MSHCP's effectiveness at meeting conservation objectives and to provide information to the management team. She described the different species surveys that are planned for FY2019. The estimated cost for biological monitoring services for a not to exceed amount of \$1,225,000 was included in the FY2019 budget adopted by the Board on May 7, 2018. The cost estimate for the FY2019 work plan is \$1,217,006.

Overview

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

**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**

<b>RESULT:</b>	<b>APPROVED AS RECOMMENDED [20 TO 0]</b>
<b>MOVER:</b>	County District 1
<b>SECONDER:</b>	City of Moreno Valley
<b>AYES:</b>	Banning, Beaumont, Calimesa, Canyon Lake, Corona, Eastvale, Hemet, Jurupa Valley, Lake Elsinore, Menifee, Moreno Valley, Murrieta, Norco, Perris, Riverside, Temecula, Wildomar, County District 1, County District 2, County District 5
<b>ABSTAIN:</b>	County District 3
<b>ABSENT:</b>	City of San Jacinto, County District 4



Michelle Ouellette, General Counsel, stated that in 2004, the County of Riverside acquired a 548-acre parcel known as the "Tri-Valley" Property using funds collected under the MSHCP Mitigation Fee Ordinance with the intent that at some date in the future the property would be transferred to the RCA for the MSHCP Reserve.

In 2015, the County traded 40 acres of the Tri-Valley Property for 40 acres of adjacent vacant land owned by Castle and Cooke to facilitate certain development and eliminate a slope easement. The exchange would accompany the extinguishment of the TOPME Agreement. However, since the exchange lands included a population of San Diego ambrosia, which is a federally listed endangered species, RCA approved Resolution 2015-004 which allocated funds to translocate the San Diego ambrosia population from the exchange lands onto suitable RCA reserve lands. 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.

Michelle Ouellette also indicated that a letter on this topic was received from one of the litigants, Sue Nash, and was distributed to the Board Members.

Board Member Lorimore said that the letter from Susan Nash states that "Petitioners believe the CEQA issues raised in the lawsuit are subject to repetition by the County and RCA and, therefore, should not avoid judicial review." He asked what this sentence means. Michelle Ouellette replied that she imagined they might be indicating that the County and RCA have a pattern in practice of avoiding CEQA review, which is not really relevant because the RCA was not challenged under CEQA. It is, to her knowledge, the first time that RCA has agreed to relocate endangered plants so perhaps the litigants may have the opinion that the County routinely violates CEQA and therefore feel the lawsuit should not go away. Board Member Lorimore asked if the Center for Biological Diversity (Center) also wants the resolution rescinded. Michelle Ouellette answered that the Center had objections when the relocation of the ambrosia was approved, so now that the relocation is being rescinded, the Center should be in agreement.

### Overview

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**

Charles Landry, Executive Director, reported that the Section 6 funds had been released for 2017, and RCA will be receiving \$2 million. Those funds will receive a match by the State of California in the amount of \$1 million for a total of \$3 million for acquisition. Several properties have been identified for purchase using these funds. Executive Director Landry also stated that Congressman Calvert was instrumental in RCA receiving the funds.

## **14. LAND ACQUISITION UPDATE**

Charles Landry, Executive Director, stated that at the last RCA Board of Directors' meeting, it was reported that RCA had acquired 59,117 acres. Escrow has closed on one additional property totaling approximately 26 acres, bringing the reserve total to approximately 59,143 acres.

**15. FEATURED SPECIES OF THE MONTH**

Elizabeth "Betsy" Dionne, Ecological Resources Specialist, stated that the featured species for the month of June is the Granite spiny lizard. She then gave an overview of the lizard's characteristics, life history, migration, and how 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 agenda item.*

**16. ITEMS FOR NEXT MEETING**

There were no requested items.

**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

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

**18. ADJOURNMENT**

There being no other items before the RCA Board, Chairman Ingram adjourned the meeting at 1:10 p.m. 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.

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  
REPORTS FOR  
MAY, JUNE and JULY 2018**

***Regional Conservation Authority***

**WESTERN RIVERSIDE COUNTY  
MSHCP FEE COLLECTION REPORTS FOR  
MAY, JUNE AND JULY 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 are the reports for May, June, and July 2018. The reports were prepared on a cash basis and, therefore, reflects the cash received by RCA during that month.

**Executive Committee and Staff Recommendation:**

RCA Board of Directors receive and file the Western Riverside County MSHCP Fee Collection Reports for May, June and July 2018.

**Attachments**

- 1) Western Riverside County MSHCP LDMF Collection and Civic/Infrastructure Contribution Report for May 2018
- 2) Western Riverside County MSHCP LDMF Collection and Civic/Infrastructure Contribution Report for June 2018
- 3) Western Riverside County MSHCP LDMF Collection and Civic/Infrastructure Contribution Report for July 2018

# **AGENDA ITEM NO. 8.1**

## **Attachment 1**

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

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

LOCAL DEVELOPMENT MITIGATION FEE COLLECTIONS						
City/County		REMITTED			EXEMPTIONS & FEE CREDITS	
		Residential Permits	Commercial/Industrial Acres	Amount Remitted	Residential Permits	Amount
City of Banning	April - No Activity					
City of Beaumont	April	136	1.1	\$283,808		
City of Calimesa	April - No Activity					
City of Canyon Lake	April	1		\$2,031		
City of Corona	August 2017-Correction	92		\$186,852		
	April	8		\$11,862		
City of Eastvale	April		0.8	\$5,186		
City of Hemet	April	5	1.0	\$17,000		
City of Jurupa Valley	April	31		\$62,961		
City of Lake Elsinore	April		0.4	\$3,042		
	Summerly Project <sup>1</sup>				36	\$73,116
City of Menifee	April	40		\$81,240		
City of Moreno Valley	April	50		\$101,550		
City of Murrieta	April	1	5.0	\$36,255		
City of Norco	April - No Activity					
City of Perris	April	36	41.8	\$362,121		
City of Riverside	April Received in June					
City of San Jacinto	April	40	1.8	\$93,616		
City of Temecula	April	15		\$30,465		
City of Wildomar	April	6	4.2	\$41,457		
County of Riverside	May	123	23.8	\$414,200		
<b>Total LDMF Collections</b>		<b>584</b>	<b>79.8</b>	<b>\$1,733,645</b>	<b>36</b>	<b>\$73,116</b>

CIVIC AND INFRASTRUCTURE CONTRIBUTIONS		
City of Eastvale	Storm Drain Zone 2	\$32,940
<b>Total Civic/Infrastructure Contributions</b>		<b>\$32,940</b>

**TOTAL MAY 2018     \$1,766,586**

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. 8.1**

## **Attachment 2**

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

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

LOCAL DEVELOPMENT MITIGATION FEE COLLECTIONS						
		REMITTED			EXEMPTIONS & FEE CREDITS	
		Residential Permits	Commercial/Industrial Acres	Amount Remitted	Residential Permits	Amount
City/County	Month					
City of Banning	May- No Activity					
City of Beaumont	May	111	0.2	\$227,100		
City of Calimesa	May	13		\$26,403		
City of Canyon Lake	May	2		\$4,062		
City of Corona	May	4		\$5,200		
City of Eastvale	May- No Activity					
City of Hemet	May- No Activity					
City of Jurupa Valley	May	40		\$81,240		
City of Lake Elsinore	May	1		\$2,031		
	Summerly Project <sup>1</sup>				4	\$8,124
City of Menifee	May	110	2.3	\$239,589		
City of Moreno Valley	May	211		\$275,622		
City of Murrieta	May- No Activity					
City of Norco	May- No Activity					
City of Perris	May received in July					
City of Riverside	April	10		\$20,193		
	May	15	2.6	\$48,216		
City of San Jacinto	May	34		\$69,054		
City of Temecula	May	9		\$18,279		
City of Wildomar	May	10		\$20,310		
County of Riverside	June	144	9.1	\$355,312		
<b>Total LDMF Collections</b>		<b>714</b>	<b>14.3</b>	<b>\$1,392,611</b>	<b>4</b>	<b>\$8,124</b>

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

**TOTAL JUNE 2018     \$1,392,611**

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. 8.1**

## **Attachment 3**

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



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

LOCAL DEVELOPMENT MITIGATION FEE COLLECTIONS						
City/County		REMITTED			EXEMPTIONS & FEE CREDITS	
		Residential Permits	Commercial/ Industrial Acres	Amount Remitted	Residential Permits	Amount
City of Banning	June - No Activity					
City of Beaumont	June	143	0.9	\$296,725		
City of Calimesa	June - No Activity					
City of Canyon Lake	June	2		\$4,062		
City of Corona	June	13		\$26,403		
City of Eastvale	June - No Activity					
City of Hemet	June	35		\$71,085		
City of Jurupa Valley	June	19		\$38,589		
City of Lake Elsinore	June	1		\$2,031		
	Summerly Project <sup>1</sup>				32	\$64,992
City of Menifee	June	232	0.9	\$477,207		
City of Moreno Valley	June	29	14.3	\$157,714		
City of Murrieta	June	1		\$2,031		
City of Norco	June received in August					
City of Perris	May	1	35.2	\$245,266		
	June	7	11.4	\$93,313		
City of Riverside	June	41		\$46,585		
City of San Jacinto	June	23		\$46,713		
City of Temecula	June	16		\$32,496		
City of Wildomar	June-Received in August					
County of Riverside	July	172	6.8	\$410,365		
<b>Total LDMF Collections</b>		<b>735</b>	<b>69.5</b>	<b>\$1,950,585</b>	<b>32</b>	<b>\$64,992</b>

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

**TOTAL JULY 2018     \$1,950,585**

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  
PRELIMINARY FOURTH  
QUARTER FINANCIAL REPORT  
(UNAUDITED)**

***Regional Conservation Authority***

**FISCAL YEAR 2018 PRELIMINARY FOURTH QUARTER  
FINANCIAL REPORT (UNAUDITED)**

**Staff Contact:**

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

**Background:**

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

During the year, the RCA acquired 24 properties totaling approximately 1,205 acres valued at approximately \$11.6 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, \$3.1 million in Measure A funds, and \$7.5 million in MSHCP Local Development Mitigation Fees. In addition, the RCA received eight land donations and two conservation easements totaling 933 conserved acres with an appraised value of approximately \$7.1 million.

Overall, the RCA reports a combined excess of revenues over expenditures of \$7.7 million for Fiscal Year 2018. This is a net increase to the RCA's General Fund balance of \$2.6 million and \$5.1 million to the Capital Projects fund.

The General Fund's increase of \$2.6 million derives from excess of revenue over expenditures of \$374 thousand in the Operations Program and \$2.2 million in the Land Management and Monitoring Program. General fund revenues consisting of tipping fees, joint project review fees, infrastructure fees, and participating special entities contributions were higher than anticipated for the year. Tipping fees of \$4.1 million were generated during the year which surpassed all years since inception. Although General Fund revenues exceeded the budget, the RCA did not increase expenditures. The General Fund's balance as of June 30, 2018 is approximately \$23.9 million, of which \$73 thousand is restricted for burrowing owl related costs and the remaining balance is unrestricted for RCA's operations.

The Capital Project's fund balance at June 30, 2018 is approximately \$17.6 million, which is restricted for land acquisition and related costs. This year's net increase of \$5.1 million resulted from development mitigations fees of \$14.7 million exceeding budgeted revenues of \$10.5 million. In addition, certain land acquisitions previously budgeted and approved to close by June 30, 2018, were delayed by the property owners, resulting in unspent appropriations of \$2.4 million in the land

acquisition account 540040. Those properties may close in Fiscal Year 2019, which may require budget adjustments as they were not anticipated in the current year budget.

Final Fiscal Year 2018 audited financial statements will be presented to the RCA Board at a later date.

**Executive Committee and Staff Recommendation:**

That the RCA Board of Directors receive and file the Fiscal Year 2018 Preliminary Fourth Quarter Financial Report.

**Attachments:**

- 1) Executive Summary (Cash Balance Summary and Financial Statement Overview)
- 2) Detailed Financial Statements
- 3) MSHCP Fee Collections Report

# **AGENDA ITEM NO. 8.2**

## **Attachment 1**

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

## **Fiscal Year 2018 Preliminary Fourth Quarter Financial Report (Unaudited)**

**July 1, 2017 – June 30, 2018**

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





# Cash Balance Summary

## July 1, 2017 – June 30, 2018

<b>Balance as of 07-01-17</b>	<b>\$ 33,395,516</b>
<b>Cash Receipts 07-01-17 through 06-30-18</b>	<b><u>27,176,854</u></b>
<b>Cash Available</b>	<b>60,572,370</b>
<b>Cash Disbursements 07-01-17 through 06-30-18</b>	<b><u>(19,242,067)</u></b>
<b>Cash Balance as of 06-30-18</b>	<b><u>\$ 41,330,303</u></b>



# Budget to Actual

## July 1, 2017 – June 30, 2018

<b>Operations (935100)</b>	<b>Budget</b>	<b>Actual</b>	<b>Favorable (Unfavorable) Variance</b>
<b>Revenue</b>	<b>\$ 620,865</b>	<b>\$ 793,359</b>	<b>\$ 172,494</b>
<b><u>Appropriations:</u></b>			
<b>Salaries &amp; Benefits</b>	<b>141,785</b>	<b>125,488</b>	<b>16,297</b>
<b>Supplies &amp; Services</b>	<b><u>439,080</u></b>	<b><u>293,539</u></b>	<b><u>145,541</u></b>
<b>Total Appropriations</b>	<b><u>\$ 580,865</u></b>	<b><u>\$ 419,027</u></b>	<b><u>\$ 161,838</u></b>
<b>Net Operating Position</b>	<b><u>\$ 40,000</u></b>	<b><u>\$ 374,332</u></b>	<b><u>\$ 334,332</u></b>

# Budget to Actual

## July 1, 2017 – June 30, 2018

<b>Land Management &amp; Monitoring (935300)</b>	<b>Budget</b>	<b>Actual</b>	<b>Favorable (Unfavorable) Variance</b>
<b><u>Revenue</u></b>	<b>\$ 3,370,480</b>	<b>\$ 4,941,703</b>	<b>\$ 1,571,223</b>
<b><u>Appropriations:</u></b>			
<b>Salaries &amp; Benefits</b>	<b>551,610</b>	<b>519,588</b>	<b>32,022</b>
<b>Supplies and Services</b>	<b>2,545,870</b>	<b>2,113,941</b>	<b>431,929</b>
<b>Other Charges</b>	<b>46,000</b>	<b>41,555</b>	<b>4,445</b>
<b>Capital Assets</b>	<b>80,000</b>	<b>73,780</b>	<b>6,220</b>
<b>Total Appropriations</b>	<b>\$ 3,223,480</b>	<b>\$ 2,748,864</b>	<b>\$ 474,616</b>
<b>Net Operating Position</b>	<b>\$ 147,000</b>	<b>\$ 2,192,839</b>	<b>\$ 2,045,839</b>

# Budget to Actual

## July 1, 2017 – June 30, 2018

Land Acquisition (935201)	Adjusted Budget	Actual	Favorable (Unfavorable) Variance
<b>Revenue</b>	<b>\$ 26,878,038</b>	<b>\$ 28,295,618</b>	<b>\$ 1,417,580</b>
<b>Appropriations:</b>			
Salaries & Benefits	1,723,985	1,484,208	239,777
Supplies & Services	2,140,975	1,148,948	992,027
Principal & Interest	1,075,000	1,056,167	18,833
Capital Assets	<u>21,938,078</u>	<u>19,507,649</u>	<u>2,430,429</u>
Total Appropriations	<b>\$ 26,878,038</b>	<b>\$ 23,196,972</b>	<b>\$ 3,681,066</b>
Net Operating Position	<b>\$ 0</b>	<b>\$ 5,098,646</b>	<b>\$ 5,098,646</b>

# Executive Committee and Staff Recommendation

That the RCA Board of Directors receive and file the Fiscal Year 2018 Preliminary Fourth Quarter Financial Report.

**AGENDA ITEM NO. 8.2**  
**Attachment 2**

**Detailed Financial  
Statements**



**Regional Conservation Authority**  
**Preliminary Budget vs. Actual Comparison as of June 30, 2018 (Unaudited)**  
**General Fund - 935100 Operations**

**REVENUE**

Account	Account Description	Adjusted Budget	Actual	% of Actual to Budget	Note No.	Positive (Negative) Variance with Budget
722000	Participating Special Entities	\$ 190,865	\$ 176,614	93%	1	\$ (14,251)
740020	Interest-Invested Funds	90,000	144,395	160%	2	54,395
769240	Other Gov MSHCP Infrastructure	80,000	191,208	239%	4	111,208
769260	Other Gov MSHCP Civic Projects	80,000	14,102	18%	5	(65,898)
771410	Flood Control District	100,000	113,572	114%	6	13,572
777860	Joint Project Review	80,000	153,467	192%		73,467
781360	Other Misc Revenue	-	1	N/A		1
<b>Total Revenue</b>		<b>\$ 620,865</b>	<b>\$ 793,359</b>	<b>128%</b>		<b>\$ 172,494</b>

**EXPENDITURES**

510040	Regular Salaries	\$ 98,605	\$ 88,683	90%		\$ 9,922
510440	Annual Leave Buydown	3,085	2,486	81%		599
515200	Retiree Health Insurance	235	262	111%		(27)
518100	Budgeted Benefits	39,860	34,057	85%		5,803
<b>Total Appropriation 1</b>		<b>141,785</b>	<b>125,488</b>	<b>89%</b>		<b>16,297</b>
520200	Communications	75	68	91%		7
520270	County Delivery Services	30	-	0%		30
520320	Telephone Service	45	3	7%		42
520940	Insurance-Other	1,400	1,196	85%	11	204
521360	Maint-Computer Equipment	1,260	1,177	93%		83
521540	Maint-Office Equipment	225	140	62%		85
521640	Maint-Software	350	331	95%		19
522410	Maint-Tenant Improvements	35,000	-	0%		35,000
523100	Memberships	355	205	58%		150
523230	Miscellaneous Expense	2,520	2,295	91%		225
523620	Books/Publications	15	-	0%		15
523640	Computer Equip-Non Fixed Asset	290	144	50%		146
523660	Computer Supplies	90	36	40%		54
523680	Office Equip Non Fixed Assets	60	51	85%		9
523700	Office Supplies	300	154	51%		146
523760	Postage-Mailing	195	833	427%		(638)
523800	Printing/Binding	120	(12)	-10%		132
523840	Computer Equipment-Software	300	40	13%		260
524560	Auditing and Accounting	13,510	5,324	39%	12	8,186
524900	GIS Services	325	300	92%	13	25
525020	Legal Services	105,000	25,684	24%	14	79,316
525140	Personnel Services	450	421	94%	15	29
525840	RCIT Device Access	940	594	63%	16	346
525850	RCIT Device Public	15	11	73%		4
526700	Rent-Lease Bldgs	6,080	6,077	100%	17	3
527780	Special Program Expense	600	311	52%		289
527840	Training-Education/Tuition	105	14	13%		91
527980	Contracts	266,465	246,164	92%	18	20,301
528120	Board/Commission Expense	1,305	983	75%		322
528140	Conference/Registration Fees	85	46	54%		39
528900	Air Transportation	130	90	69%		40
528960	Lodging	250	93	37%		157
528980	Meals	675	410	61%		265
529000	Miscellaneous Travel Expense	15	15	100%		-
529040	Private Mileage Reimbursement	500	337	67%		163
529080	Rental Vehicles	-	4	N/A		(4)
<b>Total Appropriation 2</b>		<b>439,080</b>	<b>293,539</b>	<b>67%</b>		<b>145,541</b>
<b>Total Expenditures</b>		<b>580,865</b>	<b>419,027</b>	<b>72%</b>		<b>161,838</b>
<b>Net Operating Position</b>		<b>\$ 40,000</b>	<b>\$ 374,332</b>			<b>\$ 334,332</b>

**Regional Conservation Authority**  
**Preliminary Budget vs. Actual Comparison as of June 30, 2018 (Unaudited)**  
**General Fund - 935300 Land Management and Monitoring**

**REVENUE**

Account	Account Description	Adjusted Budget	Actual	% of Actual to Budget	Note No.	Positive (Negative) Variance with Budget
722000	Participating Special Entities	\$ 592,175	\$ 563,234	95%	1	\$ (28,941)
740020	Interest-Invested Funds	90,695	144,118	159%	2	53,423
741000	Rents	72,610	78,989	109%	3	6,379
771410	Flood Control District	100,000	-	0%		(100,000)
781360	Other Misc. Revenue	15,000	14,927	100%	8	(73)
781520	Tipping Fees	2,500,000	4,140,435	166%	9	1,640,435
<b>Total Revenue</b>		<b>\$ 3,370,480</b>	<b>\$ 4,941,703</b>	<b>147%</b>		<b>\$ 1,571,223</b>

**EXPENDITURES**

510040	Regular Salaries	\$ 380,915	\$ 364,421	96%		\$ 16,494
510440	Annual Leave Buydown	21,865	16,976	78%		4,889
515200	Retiree Health Insurance	910	1,015	112%		(105)
518100	Budgeted Benefits	147,920	137,176	93%		10,744
<b>Total Appropriation 1</b>		<b>551,610</b>	<b>519,588</b>	<b>94%</b>		<b>32,022</b>
520200	Communications	7,375	6,260	85%		1,115
520270	County Delivery Services	15	(11)	-73%		26
520320	Telephone Service	225	15	7%		210
520940	Insurance-Other	13,800	12,733	92%	11	1,067
521360	Maint-Computer Equipment	18,300	10,104	55%		8,196
521500	Maint-Motor Vehicles	8,000	7,301	91%		699
521540	Maint-Office Equipment	1,125	700	62%		425
521640	Maint-Software	1,755	1,657	94%		98
523100	Memberships	1,765	1,105	63%		660
523230	Miscellaneous Expense	2,085	938	45%		1,147
523620	Books/Publications	75	-	0%		75
523640	Computer Equip-Non Fixed Asset	4,120	3,102	75%		1,018
523660	Computer Supplies	450	180	40%		270
523680	Office Equip Non Fixed Assets	300	255	85%		45
523700	Office Supplies	4,500	3,635	81%		865
523760	Postage-Mailing	1,075	640	60%		435
523800	Printing/Binding	600	-	0%		600
523840	Computer Equipment-Software	2,300	198	9%		2,102
524560	Auditing and Accounting	7,030	2,217	32%	12	4,813
524900	GIS Services	1,635	1,500	92%	13	135
525020	Legal Services	130,000	34,447	26%	14	95,553
525140	Personnel Services	2,250	2,106	94%	15	144
525840	RCIT Device Access	4,695	3,296	70%	16	1,399
525850	RCIT Device Public	75	56	75%		19
526700	Rent-Lease Bldgs	114,170	114,165	100%	17	5
526910	Field Equipment-Non Assets	6,500	6,131	94%		369
527100	Fuel	17,000	10,382	61%		6,618
527780	Special Program Expense	3,000	1,557	52%		1,443
527840	Training-Education/ Tuition	525	403	77%		122
527980	Contracts	2,176,755	1,880,344	86%	18	296,411
528120	Board/Commission Expense	6,525	4,917	75%		1,608
528140	Conference/Registration Fees	680	229	34%		451
528900	Air Transportation	945	160	17%		785
528960	Lodging	1,430	465	33%		965
528980	Meals	1,215	266	22%		949
529000	Miscellaneous Travel Expense	75	73	97%		2
529040	Private Mileage Reimbursement	1,400	1,294	92%		106
529080	Rental Vehicles	300	21	7%		279
529500	Electricity	1,800	1,100	61%		700
<b>Total Appropriation 2</b>		<b>2,545,870</b>	<b>2,113,941</b>	<b>83%</b>		<b>431,929</b>
535220	Assessments & HOA	46,000	41,555	90%		4,445
<b>Total Appropriation 3</b>		<b>46,000</b>	<b>41,555</b>	<b>90%</b>		<b>4,445</b>
546320	Vehicles-Cars/Light Trucks	80,000	73,780	92%		6,220
<b>Total Appropriation 4</b>		<b>80,000</b>	<b>73,780</b>	<b>0%</b>		<b>6,220</b>
<b>Total Expenditures</b>		<b>3,223,480</b>	<b>2,748,864</b>	<b>85%</b>		<b>474,616</b>
<b>Net Operating Position</b>		<b>\$ 147,000</b>	<b>\$ 2,192,839</b>			<b>\$ 2,045,839</b>



**Regional Conservation Authority**  
**Preliminary Budget vs. Actual Comparison as of June 30, 2018 (Unaudited)**  
**Capital Projects Fund - 935201 Land Acquisition**

**REVENUE**

Account	Account Description	Adjusted Budget	Actual	% of Actual to Budget	Note No.	Positive (Negative) Variance with Budget
711040	Measure A-Local St & Rds	\$ 3,000,000	\$ 3,109,946	104%		\$ 109,946
722000	Participating Special Entities	1,845,705	1,755,720	95%	1	(89,985)
740020	Interest-Invested Funds	103,500	256,741	248%	2	153,241
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	N/A	4	60,838
769260	Other Gov MSHCP Civic Projects	-	75,929	N/A	5	75,929
771410	Flood Control District	200,000	-	0%		(200,000)
777170	Development Mitigation Fees	10,500,000	14,681,852	140%	7	4,181,852
777600	TUMF Revenue-Developer Fees	700,000	750,000	107%		50,000
781220	Capital Contributions & Donations	7,135,500	7,135,300	100%	20	(200)
781360	Other Miscellaneous Revenue	15,000	167,959	1120%	8	152,959
781850	Grants-Nongovernmental Agencies	301,333	301,333	100%	10	-
<b>Total Revenue</b>		<b>\$ 26,878,038</b>	<b>28,295,618</b>	<b>105%</b>		<b>\$ 1,417,580</b>

**EXPENDITURES**

510040	Regular Salaries	\$ 1,193,980	\$ 1,036,385	87%		\$ 157,595
510440	Annual Leave Buydown	53,030	50,411	95%		2,619
515200	Retiree Health Insurance	2,855	3,185	112%		(330)
518100	Budgeted Benefits	474,120	394,227	83%		79,893
<b>Total Appropriation 1</b>		<b>1,723,985</b>	<b>1,484,208</b>	<b>86%</b>		<b>239,777</b>
520200	Communications	2,050	1,328	65%		722
520270	County Delivery Services	35	11	31%		24
520320	Telephone Service	1,230	80	7%		1,150
520940	Insurance-Other	34,800	34,327	99%	11	473
521360	Maint-Computer Equip	34,440	32,166	93%		2,274
521540	Maint-Office Equipment	6,150	4,176	68%		1,974
521640	Maint-Software	9,595	9,057	94%		538
523100	Memberships	9,630	5,600	58%		4,030
523230	Miscellaneous Expense	11,395	4,951	43%		6,444
523620	Books/Publications	410	-	0%		410
523640	Computer Equip-Non Fixed Asset	7,745	3,943	51%		3,802
523660	Computer Supplies	2,460	983	40%		1,477
523680	Office Equip Non Fixed Assets	1,640	1,395	85%		245
523700	Office Supplies	8,200	4,199	51%		4,001
523760	Postage-Mailing	5,330	3,361	63%		1,969
523800	Printing/Binding	3,280	-	0%		3,280
523840	Computer Equipment-Software	2,200	1,080	49%		1,120
524560	Auditing and Accounting	121,960	57,609	47%	12	64,351
524900	GIS Services	8,940	8,200	92%	13	740
525020	Legal Services	1,000,000	183,272	18%	14	816,728
525140	Personnel Services	12,300	11,515	94%	15	785
525840	RCIT Device Access	25,665	17,725	69%	16	7,940
525850	RCIT Device Public	410	305	74%		105
526700	Rent-Lease Bldgs	166,110	166,105	100%	17	5
527780	Special Program Expense	16,400	8,512	52%		7,888
527840	Training-Education/Tuition	2,870	372	13%		2,498
527980	Contracts	560,660	540,565	96%	18	20,095
528120	Board/Commission Expense	35,670	26,882	75%		8,788
528140	Conference/Registration Fees	2,235	1,254	56%		981
528280	Imaging Supplies	2,500	1,274	51%		1,226
528900	Air Transportation	15,225	4,490	29%		10,735
528920	Car Pool Expense	500	-	0%		500
528960	Lodging	16,320	5,806	36%		10,514
528980	Meals	5,210	2,196	42%		3,014
529000	Miscellaneous Travel Expense	1,110	590	53%		520
529040	Private Mileage Reimbursement	5,900	5,502	93%		398
529080	Rental Vehicles	400	117	29%		283
<b>Total Appropriation 2</b>		<b>2,140,975</b>	<b>1,148,948</b>	<b>54%</b>		<b>992,027</b>
532600	Principal Payment	1,000,000	1,000,000	100%		-
534000	Interest Notes-Warrants	75,000	56,167	75%	19	18,833
<b>Total Appropriation 3</b>		<b>1,075,000</b>	<b>1,056,167</b>	<b>98%</b>		<b>18,833</b>
540040	Land	21,902,078	19,489,607	89%	20	2,412,471
540060	Improvements-Land	30,000	12,614	42%		17,386
546140	Equipment-Office	6,000	5,428	90%		572
<b>Total Appropriation 4</b>		<b>21,938,078</b>	<b>19,507,649</b>	<b>89%</b>		<b>2,430,429</b>
<b>Total Expenditures</b>		<b>26,878,038</b>	<b>23,196,972</b>	<b>86%</b>		<b>3,681,066</b>
<b>Net Operating Position</b>		<b>\$ -</b>	<b>\$ 5,098,646</b>			<b>\$ 5,098,646</b>

**Regional Conservation Authority**  
**Notes to Financial Reports**  
**Preliminary June 30, 2018 (Unaudited)**

	Operations	Land Management and Monitoring	Land Acquisition	Total RCA
<b>REVENUES:</b>				
1) Participating Special Entities:				
Southern California Edison-West of Devers	\$100,865	\$445,175	\$1,387,705	\$1,933,745
Lockheed Martin- Laborde Canyon	29,536	2,366	7,374	39,276
Southern California Edison-Valley South Project	46,213	115,693	360,641	522,547
	<b>\$176,614</b>	<b>\$563,234</b>	<b>\$1,755,720</b>	<b>\$2,495,568</b>
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%	34,228	34,276	53,448	121,952
4th quarter interest at 1.8%	49,990	49,461	111,542	210,993
Total Interest	<b>\$144,395</b>	<b>\$144,118</b>	<b>\$256,741</b>	<b>\$545,253</b>
3) Rent revenues from the following sources:				
Goodhart		\$5,160		
KCAA Radio		7,650		
Archery Club		3,000		
Cell Tower Lease		56,299		
Lockheed Lease		1,000		
Beekeepers		5,880		
Total Rent		<b>\$78,989</b>		
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	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
City of Eastvale - Storm Drain Proj. Zone 2	32,940			32,940
Total Infrastructure	<b>\$191,208</b>	<b>-</b>	<b>\$60,838</b>	<b>\$252,046</b>
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	<b>\$14,102</b>	<b>-</b>	<b>\$75,929</b>	<b>\$90,032</b>
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			
Norco Minor Drain Imprv Andalusian Dr/Spencer	4,752			
Total Flood Control	<b>\$113,572</b>			

**Regional Conservation Authority**  
**Notes to Financial Reports**  
**Preliminary June 30, 2018 (Unaudited)**

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

7) Mitigation fees through 06/30/18 are as follows:

City of Banning	\$5,127	
City of Beaumont	1,302,055	
City of Calimesa	67,023	
City of Canyon Lake	38,589	
City of Corona	305,939	
City of Eastvale	124,439	
City of Hemet	110,650	
City of Jurupa Valley	1,435,053	
City of Lake Elsinore	193,047	
City of Menifee	1,886,074	
City of Moreno Valley	2,617,009	
City of Murrieta	797,323	
City of Norco	16,121	
City of Perris	1,066,785	
City of Riverside	477,240	
City of San Jacinto	494,234	
City of Temecula	316,549	
City of Wildomar	261,878	
County of Riverside	3,166,717	
<b>Total Mitigation</b>	<b>\$14,681,852</b>	

8) Miscellaneous Revenues were received as follows:

Deposit Agreements	\$146,321	\$146,321
City of Perris reimbursement fees	8,404	8,404
Other	14,927	28,161
<b>Total Miscellaneous Revenues</b>	<b>\$14,927</b>	<b>\$182,886</b>

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	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	210,506	315,759
April 2018	200,059	300,089
May 2018	215,832	323,747
June 2018 (Estimated)	215,832	323,748
Prior Year Estimate Adjusted	0	3,948
In-County Contribution		400,000
	<b>2,490,992</b>	<b>\$4,140,435</b>

10) Grants: Nongovernmental Agencies

Rivers & Lands Conservancy	\$301,333
<b>Total Grants: Nongovernmental Agencies</b>	<b>\$301,333</b>

**Regional Conservation Authority**  
**Notes to Financial Reports**  
**Preliminary June 30, 2018 (Unaudited)**

	Operations	Land Management and Monitoring	Land Acquisition	Total RCA
<b>EXPENDITURES:</b>				
11) Insurance provided by SDRMA:				
General & Property	\$1,196	\$6,372	\$34,327	\$41,895
Vehicle Insurance		6,361		6,361
Total Insurance	\$1,196	\$12,733	\$34,327	\$48,256
12) Auditing and Accounting consists of the following:				
Brown, Armstrong Accountancy Corp	\$5,175	\$1,475	\$53,550	\$60,200
County Auditor-Controller's Office	149	742	4,059	4,950
Total Auditing and Accounting	\$5,324	\$2,217	\$57,609	\$65,150
13) GIS Services				
Digital Globe	\$300	\$1,500	\$8,200	\$10,000
14) Legal Services as follows:				
Best, Best and Krieger	\$25,684	\$34,447	\$183,272	\$243,403
15) Personnel services by County Human Resources:				
Approx. \$1,080 per employee annually	\$421	\$2,106	\$11,515	\$14,043
16) RCIT Device Charges				
RCIT Monthly \$1,801	\$594	\$3,296	\$17,725	\$21,615
17) Rent & lease building cost:				
RCA office monthly rent \$16,880	\$6,077	\$30,385	\$166,105	\$202,567
Monitoring office monthly rent \$6,982		83,780		83,780
Total Rent	\$6,077	\$114,165	\$166,105	\$286,347
18) Contract services are as follows:				
Dudek	\$244,096	\$13,860	\$80,858	\$338,813
Economic & Planning Systems	1,866	9,328	50,994	62,187
EDA Real Estate Services		45,608	145,975	191,583
Geographics	202	1,011	5,527	6,741
Hess Development*			918	918
Hogan Lovells			150,000	150,000
Kadesh			70,000	70,000
OPR Communications*			15,000	15,000
Parks & Open-Space Dist.-Land Mgmt.		908,234	12,600	920,834
Thomas Mullen (Reimbursable Expenditures)			8,695	8,695
SAWA		902,303		902,303
Total Contracts	\$246,164	\$1,880,344	\$540,565	\$2,667,073
* Contracts approved under Executive Director Authority.				
19) Interest to Riverside County on Loan				
Interest rate at average 2017 Treasurer Pool Investment rate of 1.1%			\$56,167	



**Regional Conservation Authority**  
**Notes to Financial Reports**  
**Preliminary June 30, 2018 (Unaudited)**

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

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
Nuevo Donation	920,000
Murrieta Marketplace Donation	2,447,000

Subtotal Donated Properties

**\$7,135,300**

Properties acquired:

Katz Property	146,140
Allred Property	171,791
Bechtel Property	321,241
Bennecke Property Purchase	778,874
Tuscany Hills Phase 1	109,556
Percival Property	347,369
Henry Property Purchase	785,780
Miller J Property	99,445
Miller F Property	89,404
Melmoth Property	154,218
City of Perris Exchange	148,000
Guzman Property	149,090
Chard Property	63,255
Skorpanich Property	80,739
Shamblen Property	424,064
Pena Property	551,103
Wolfe Clifford Property	241,960
Rindahl Property	4,883,518
Burum/Leggio Property	161,702
Jackson Property	171,535
Adams Property	201,605
Chandlee Property	553,040
Lin Property	783,620
Harrison Property	193,931

Consultants Costs:

EDA Real Estate Services	513,580
Best Best & Krieger	172,367
Parks & Open-Space Dist.	12,085
Inland Empire Consultants*	8,000
Michael Francis*	6,500
Jones Roach & Caringella*	20,000
EI*	3,900
Other Charges	6,896

Total Land Acquisition Costs

**\$ 19,489,607**

\* Contracts approved under Executive Director Authority.

# **AGENDA ITEM NO. 8.2**

## **Attachment 3**

### **MSHCP Fee Collections Report**

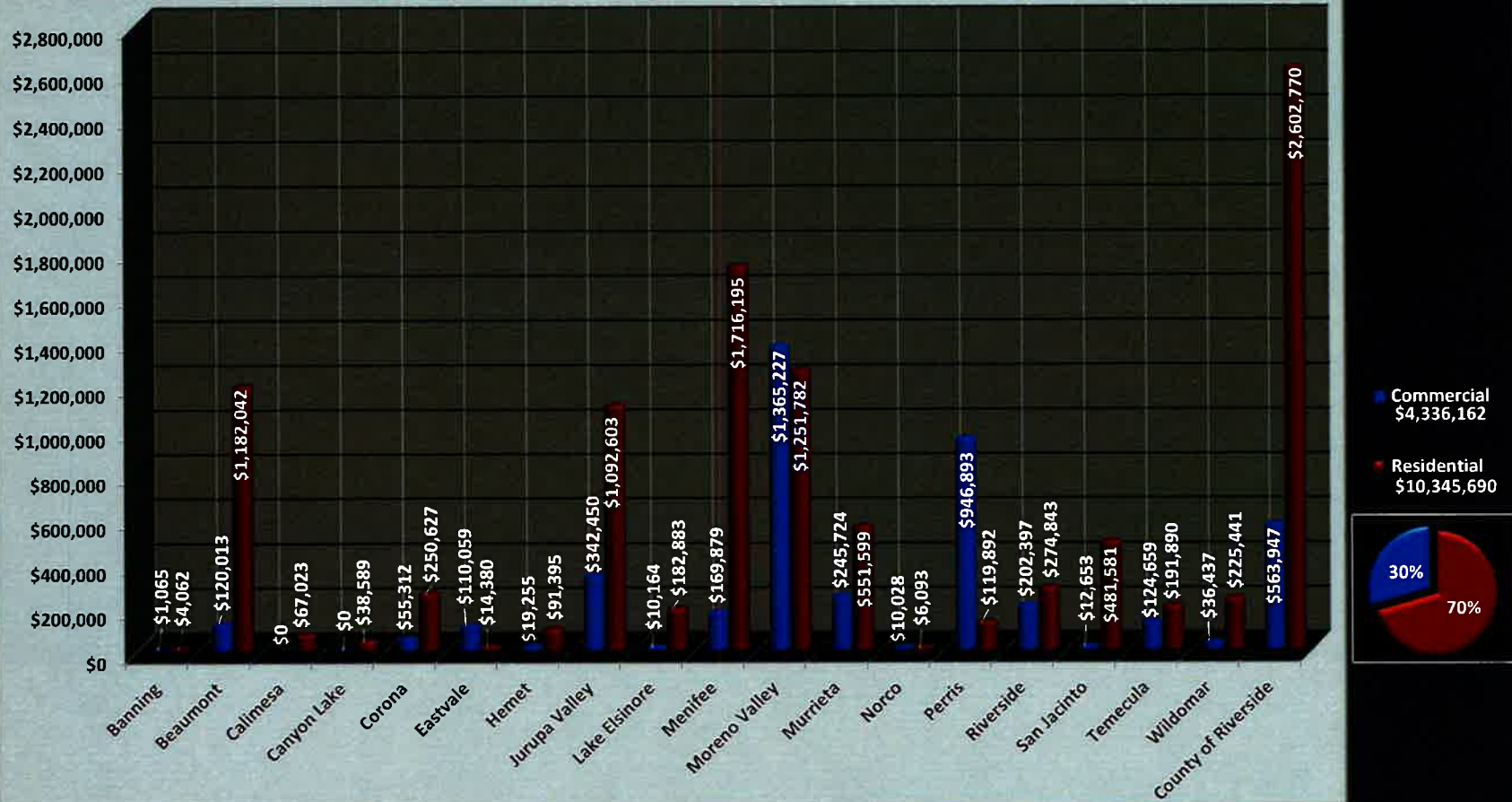


**REGIONAL CONSERVATION AUTHORITY**  
**MSHCP MITIGATION FEE COLLECTIONS BY MEMBER AGENCY**  
**FISCAL YEAR 2018**

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	APR 2018	MAY 2018	JUN 2018	TOTALS FY 2018	PERCENT OF TOTAL
CITY OF BANNING	\$ -	\$ -	\$ -	\$ 761	\$ 2,031	\$ 2,335	\$ -	\$ -	\$ -				\$ 5,127	0.0%
CITY OF BEAUMONT	-	72,165	32,496	99,519	26,403	75,147	99,519	26,420	62,753	283,808	227,100	296,725	1,302,055	8.9%
CITY OF CALIMESA	-	-	30,465	8,124	-	-	-	-	2,031	-	26,403	-	67,023	0.5%
CITY OF CANYON LAKE	-	2,031	2,031	6,093	4,062	2,031	4,062	8,124	-	2,031	4,062	4,062	38,589	0.3%
CITY OF CORONA	23,508	186,852	-	2,031	2,031	10,155	31,804	-	6,093	11,862	5,200	26,403	305,939	2.1%
CITY OF EASTVALE	-	-	-	-	-	-	23,383	5,200	90,671	5,186	-	-	124,439	0.8%
CITY OF HEMET	6,093	-	12,411	-	-	-	-	-	4,062	17,000	-	71,085	110,650	0.8%
CITY OF JURUPA VALLEY	52,806	183,887	156,145	73,116	138,108	97,413	81,240	134,007	335,542	62,961	81,240	38,589	1,435,053	9.8%
CITY OF LAKE ELSINORE	26,403	40,620	20,310	31,493	-	22,341	8,124	-	36,651	3,042	2,031	2,031	193,047	1.3%
CITY OF MENIFEE	96,565	60,930	111,774	142,170	201,449	47,577	86,961	153,759	186,852	81,240	239,589	477,207	1,886,074	12.8%
CITY OF MORENO VALLEY	63,546	77,645	163,768	609,202	73,589	87,333	186,631	590,923	229,488	101,550	275,622	157,714	2,617,009	17.8%
CITY OF MURRIETA	8,435	2,031	-	46,419	551,608	113,251	37,292	-	-	36,255	-	2,031	797,323	5.4%
CITY OF NORCO	-	2,031	10,028	-	-	-	-	-	-	-	-	4,062	16,121	0.1%
CITY OF PERRIS	-	2,031	7,997	157,131	-	10,855	2,031	161,771	24,268	362,121	245,266	93,313	1,066,785	7.3%
CITY OF RIVERSIDE	40,852	126,013	12,147	70,579	44,576	10,560	11,131	24,372	22,017	20,193	48,216	46,585	477,240	3.3%
CITY OF SAN JACINTO	46,713	51,009	46,713	6,093	26,680	24,372	-	32,496	60,930	83,461	69,054	46,713	494,234	3.4%
CITY OF TEMECULA	51,579	36,098	-	37,820	10,976	20,310	30,465	-	48,061	30,465	18,279	32,496	316,549	2.2%
CITY OF WILDOMAR	-	17,967	30,777	21,383	18,279	14,217	40,620	12,186	28,434	41,457	20,310	16,248	261,878	1.8%
COUNTY OF RIVERSIDE	283,561	166,032	175,473	361,725	213,799	52,495	345,866	294,564	136,077	367,611	414,200	355,312	3,166,717	21.6%
<b>TOTAL COUNTY AND CITIES</b>	<b>\$ 700,061</b>	<b>\$ 1,027,342</b>	<b>\$ 812,535</b>	<b>\$ 1,673,659</b>	<b>\$ 1,313,590</b>	<b>\$ 590,393</b>	<b>\$ 989,129</b>	<b>\$ 1,443,822</b>	<b>\$ 1,273,930</b>	<b>\$ 1,510,242</b>	<b>\$ 1,676,572</b>	<b>\$ 1,670,576</b>	<b>\$ 14,681,852</b>	<b>100.0%</b>
<b>OTHER</b>														
FLOOD CONTROL	\$ -	\$ -	\$ 87,632	\$ 21,188	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,752	\$ 113,572	24.9%
OTHER GOV MSHCP INFRASTRUCTURE	18,019	-	-	118,282	-	-	21,968	-	60,838	-	-	32,940.45	252,046	55.3%
OTH GOV MSHCP CIVIC PROJECTS	14,102	-	-	-	-	-	-	-	75,929	-	-	-	90,032	19.8%
<b>TOTAL OTHER</b>	<b>\$ 32,121</b>	<b>\$ -</b>	<b>\$ 87,632</b>	<b>\$ 139,469</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 21,968</b>	<b>\$ -</b>	<b>\$ 136,767</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 37,692</b>	<b>\$ 455,649</b>	<b>100.0%</b>
<b>GRAND TOTAL</b>	<b>\$ 732,182</b>	<b>\$ 1,027,342</b>	<b>\$ 900,167</b>	<b>\$ 1,813,129</b>	<b>\$ 1,313,590</b>	<b>\$ 590,393</b>	<b>\$ 1,011,097</b>	<b>\$ 1,443,822</b>	<b>\$ 1,410,697</b>	<b>\$ 1,510,242</b>	<b>\$ 1,676,572</b>	<b>\$ 1,708,269</b>	<b>\$ 15,137,502</b>	

**Fiscal Year 2018**  
**MSHCP Development Mitigation Fee Revenues**  
**July 1, 2017 through June 30, 2018**



## **AGENDA ITEM NO. 8.3**

### **FISCAL YEAR 2018 FOURTH QUARTER CONSULTANT REPORTS**

***Regional Conservation Authority***

**FISCAL YEAR 2018 FOURTH QUARTER  
CONSULTANT REPORTS**

**Staff Contact:**

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

**Background:**

Attached are the Fiscal Year 2018 Fourth 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 Fourth Quarter Consultant Reports.

**Attachments:**

Fiscal Year 2018 Fourth Quarter Consultant Reports

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

# **AGENDA ITEM NO. 8.3**

## **Attachment 1**

**Dudek**



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

**Report Covers Period:** 04/01/18 to 06/30/18

**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. A training session was held for Permittees 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). In addition, a special training was held for the City of Murrieta on June 12, 2018.

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 April 4, May 2, and June 6, 2018.

Three additional separate meetings/conference calls were held with RCA, Dudek, Permittees and/or applicants and their consultants: 1) Meeting with Joe Monaco on April 5, 2018, to discuss early history and formation of the MSHCP; 2) Conference call to discuss Hemet Marketplace comments; and 3) Meeting with City of Calimesa on May 2, 2018 to discuss potential to redevelop the abandoned Calimesa Golf Course. Dudek also had several meetings/conference calls with applicants/biologists on other 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.

**Pre-Application Meetings**

Dudek also attended two 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 April 11, and June 13, 2018.

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 mitigation implementation during construction.

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. Coordination to resolve outstanding issues has been ongoing during this reporting period.

**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 FOURTH QUARTER REPORT**

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**Report Covers Period:** 4/1/18 – 6/30/18

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

**Branding Services:**

Geographics designed notecards and envelopes and printed a quantity of 225.

Geographics also unarchived and sent all RCA newsletters from 2010 – present, for internal use and website use.

# **AGENDA ITEM NO. 8.3**

## **Attachment 3**

**Kadesh & Associates, LLP**

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

**Report Covers Period: 4/1/18 – 6/30/18**

**Services Provided During Current Work Period:**

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

**Legislation and Issues:**

**For the Fourth Quarter of WRCRCA's FY18 the ongoing focus of the RCA and HCP Coalition activities has achieved success and/or progress on all four points above.**

**1- "Regular order" in the House and Senate Appropriations process has produced beneficial results (see funding numbers below).**

**2- The HCP National Coalition has further developed into a successful persuasion and advocacy team making the case to agency and Congressional decision makers that the multi-species habitat coalition planning method is not merely an interesting alternative, but rather a primary resource and proven problem solver.**

**3- By agency acknowledgement and Congressional confirmation (see report language below) the agency practice of operating with a Sec. 6 upper limit of \$2m has been lifted.**

**4- Refuge language is progressing in the House and within the department at the behest and guidance of Rep. Calvert and his staff.**

**Additional:**

**A) Not among the enumerated goals above is the issue of the release of Sec. 6 grants for FY17 which were determinedly pursued and ultimately released.**

**B) Of note is the first release of WIFIA loans by the EPA, two of which were awarded to California entities.**

***Details on FY19 House and Senate Interior Appropriations Bills (each passed out of their respective chambers and now subject to House-Senate Conference negotiations):***

Senate appropriations Bill, p. 9:

<https://www.appropriations.senate.gov/imo/media/doc/FY2019%20Interior%20Environment%20Appropriations%20Act,%20S.30731.pdf>

**COOPERATIVE ENDANGERED SPECIES CONSERVATION FUND**

For expenses necessary to carry out section 6 of the Endangered Species Act of 1973 (16 U.S.C. 1535), ***\$49,495,000***, to remain available until expended, of which \$18,695,000 is to be derived from the Cooperative Endangered Species Conservation Fund; and of which \$30,800,000 is to be derived from the Land and Water Conservation Fund.

House appropriations Bill, pp. 9-10.

<https://docs.house.gov/meetings/AP/AP00/20180606/108402/BILLS-115-FC-AP-FY2019-AP00-InteriorEnvironmentBill.pdf>

**COOPERATIVE ENDANGERED SPECIES CONSERVATION FUND**

For expenses necessary to carry out section 6 of the Endangered Species Act of 1973 (16 U.S.C. 1535), ***\$53,495,000***, to remain available until expended, of which \$22,695,000 is to be derived from the Cooperative Endangered Species Conservation Fund; and of which \$30,800,000 is to be derived from the Land and Water Conservation Fund.

Senate Report, pp. 27-28

<https://www.appropriations.senate.gov/imo/media/doc/FY2019%20Interior%20Environment%20Appropriations%20Act,%20Report%20115-2761.pdf>

**COOPERATIVE ENDANGERED SPECIES CONSERVATION FUND**

Appropriations, 2018 .....	\$53,495,000
Budget estimate, 2019 .....	0
Committee recommendation .....	\$49,495,000

The Cooperative Endangered Species Conservation Fund program has been provided \$49,495,000. Funds are to be distributed as follows: \$10,508,000 for endangered species conservation grants to States and territories; \$5,485,000 for habitat conservation planning grants; \$19,638,000 for habitat conservation land acquisition grants; and \$11,162,000 for species recovery land acquisition.



## COOPERATIVE ENDANGERED SPECIES CONSERVATION FUND

The Cooperative Endangered Species Conservation Fund (CESCF; Section 6 of the Endangered Species Act), administered by the Service's Ecological Services program, provides grant funding to States and Territories for species and habitat conservation actions on non-Federal lands, including habitat acquisition, conservation planning, habitat restoration, status surveys, captive propagation and reintroduction, research, and education.

Appropriation enacted, 2018 .....	\$53,495,000
Budget estimate, 2019 .....	0
Recommended, 2019 .....	\$53,495,000
Comparison:	
Appropriation, 2018 .....	0
Budget estimate, 2019 .....	+53,495,000

The Committee recommends \$53,495,000 for the Cooperative Endangered Species Conservation Fund, equal to the fiscal year 2018 enacted level. A detailed table of funding recommendations below the account level is provided at the end of this report. ***The Service is commended for lifting the cap on funding for each Habitat Conservation Plan (HCP), and is expected to continue to apportion funding to HCPs based on need in order to eliminate unobligated balances.***

The Service is strongly encouraged to consider structuring land acquisitions for HCPs in a manner similar to projects in the Land Acquisition account. ***Such projects are typically delineated by refuge unit, and high priority projects are typically funded over several years. In so doing, the Service and its partners are able to plan more efficiently and move more quickly when willing sellers become available.*** The Service is expected to seek consensus agreement with the State regarding the use of funds before awarding any traditional conservation grant.

### ***April –***

Both the House and Senate were in session for three of the four weeks in April. April was dominated with:

- 1- The commencement of House and Senate consideration of FY19 Appropriations; and
- 2- The announcement by the EPA that they were reopening for negotiation the CAFE/ghg standards previously agreed to under the Obama Administration for Model Years (MR) 2022-2025 – a significant environmental and economic issue for all of California, but especially for non-attainment areas such as that encompassing the WRRCA.

### ***Appropriations:***

According to public statements and published reports, House Republican leaders were proposing to bring small batches of appropriations bills to the floor, starting with non-controversial measures, rather than relying on a last-minute 12-bill Omnibus.

The Military Construction-VA, Energy and Water, and Legislative Branch spending bills was among the first measures on the floor. Those are some of the less contentious spending bills, although the House GOP plan did not change the usual process of House appropriators moving forward with partisan spending bills that Democrats broadly oppose later in the calendar. The House often passes partisan appropriations bills, even though they'll need 60 votes in the Senate to advance. The plan makes sense in the House, but it's harder to gauge what to expect from the Senate, lawmakers said after a GOP conference meeting in which leaders outlined their appropriations strategy. Passing partisan bills in the House would leave a gulf between the two chambers.

#### *Budget Resolution:*

Members don't know whether to expect a full budget resolution out of the Budget Committee. Chairman Steve Womack (R-Ark.) circulated a draft resolution among some committee members. The measure would project to balance within 10 years, calling for significant cuts to mandatory programs. Also, it wasn't yet clear if the budget resolution would align with the increase in non-defense discretionary spending allowed under the new budget caps set under the Bipartisan Budget Act (Public Law 115-123). Both chambers missed an April 15 formal deadline to agree on a budget, and neither had released a draft. The House and Senate may struggle to reach consensus on a resolution, particularly one that aligns with the increased discretionary budget caps and still achieves balance within 10 years.

#### *May -*

The House and Senate were in session for three of the five weeks in May.

May was dominated with:

1- Ongoing consideration of House and Senate FY19 Appropriations.

#### *Appropriations:*

On May 15, the House Interior Appropriations Subcommittee (which includes EPA) marked up and passed out its FY19 bill to the full committee. Included in the bill were the accounts of interest to WRCRCA (documented above). The full House Appropriations mark up of the Interior bill was scheduled for May 22, but was postponed due to illness of the full Committee Chairman.

The Senate Appropriations Committee advanced its first fiscal 2019 spending bills the last week of May. The Senate panel approved the Energy and Water and Agriculture-FDA bills by wide margins on May 24. The full House committee approved the Transportation-HUD bill that week, while the Financial Services-General Government Subcommittee approved its measure. House leaders were lining up a three-bill package (H.R. 5895) for floor action when Congress returned from the Memorial Day recess. The measure would

combine the Energy and Water, Legislative Branch, and Military Construction-VA bills into a “minibus.” Senate Republicans leaders are considering bills to two at a time.

***Rescissions:***

On May 8, OMB Director Mick Mulvaney submitted to the President a list of 38 proposed “rescissions” of prior year budget authority totaling \$15.4 billion. If enacted, they would result in an actual reduction in federal outlays of \$3.0 billion. Programs directly of interest to WRCRCA were not on the list. The House and Senate must both pass the rescissions and send them to the President for his signature in order for it to become law. While the House planned to act, it is doubtful if the Senate will take up this measure.

***June -***

The House and Senate were in session for all four weeks of June.

June was dominated with:

1- Ongoing consideration of House and Senate FY19 Appropriations;

***Appropriations:***

Both the House and Senate Appropriations Committees continued their fast pace to markup all the FY19 appropriations bills prior to the July 4 recess. The Senate committee finished its markups, with the LHHS and DOD bills moving together. The House has yet to schedule its remaining bills, LHHS and DHS. Recall, the FY19 top line number is \$10b more than FY18; FY18 saw an increase of \$63 billion in non-defense discretionary spending stemming from the BBA18 legislation.

The Administration’s recent policy changes – and reversals – on immigration have created political fallout, but that has not slowed the House/Senate consideration of legislation. Other bills awaiting action before the election include, WRDA, FAA, and the defense authorization conference report. The announced retirement of Justice Kennedy from the Supreme Court and the Administration’s announced intent to nominate and confirm a replacement before the November election will absorb a great deal of time and attention.

***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](mailto:dave@kadeshdc.com).

Thank you.

###

# **AGENDA ITEM NO. 8.3**

## **Attachment 4**

### **Riverside County Regional Parks and Open-Space District**

**CONSULTANT REPORT  
RIVERSIDE COUNTY PARK AND OPEN-SPACE DISTRICT  
FISCAL YEAR 2018 FOURTH QUARTER REPORT**

**Report Covers Period:** 04/01/2018 – 06/30/2018

**Services Provided During Current Work Period:**

136 Work Release Program hours were utilized during the Fourth Quarter of FY2018

**Patrol/Access Control/Maintenance**

**General Administration**

Bell-Weigel – Natural Resource Manager (NRM) Jonathan Reinig and Ranger Supervisor (RS) Ruben Rodriguez met with the BLM Ranger and manager, representatives from the Sierra Club and Rancho California Water District, and seven area residents to discuss trespassing, off-highway vehicles (OHV), mountain biking, and fire concerns in the area. The public expressed their satisfaction with RCA's management of the MSHCP lands at the site. BLM agreed to increase their enforcement efforts in the area. The residents agreed amongst themselves to contact private, absentee land owners in an attempt to get them to close off access to private properties.

RS Rodriguez spoke with City of Lake Elsinore transportation staff regarding their plan to close off Walker Canyon Road north of the Reynolds property. Management staff is in full support of this effort, and all affected property owners are onboard. The road block was completed on April 24, 2018.

NRM Reinig and Natural Resource Specialist (NRS) Joseph Sherrock attended the first annual Santa Ana River Symposium. The symposium had a great turn out and will be a good resource to bring people together who are working along the river.

NRS Sherrock and Maintenance Worker (MS) Stanley Miller attended the San Diego Weed Management Area Meeting. The meeting was informative. Topics of discussion included new California Department of Pesticide Regulation updates, studies on Glyphosate toxicity (or lack thereof), and Kurushio/Polyphagous Shot Hole Borer detection and eradication strategies.

NRS Sherrock attended a three-day workshop hosted by UC San Diego Division of Agriculture and Natural Resources. The emphasis of the workshop was on photogrammetry and data collection/processing to create orthomosaics for use in GIS. A lot of good information regarding the use of drones for mapping and vegetation analysis was presented.



RS Rodriguez coordinated access to private properties with easement affecting Hanson Layton and Agua Tibia parcels. There is a shared access gate at the Hanson Layton property on Avenida Perla Bonita. The lawyer for the private property owner next to Agua Tibia did not make final contact with RCA to access the gate.

NRM Reinig and RS Rodriguez attended a meeting with the Regional Conservation Authority (RCA) regarding the Brian Bush parcel easements. The meeting was followed up with fencing and gate descriptions given to the lawyer for the RV resort (easement holder through the Bush property). Management staff will begin fencing the Brian Bush property begin in July 2018.

## **Patrol/Enforcement**

### **Badlands HMU**

Gate locks were discovered cut off on the north and south gates at the Wolfskill Driscoll property during a routine patrol. No internal damage to the property was found, and the locks were replaced.

### **Gavilan HMU**

Ranger Richard Chagolla worked a homeless issue in May that involved Child Protective Services. Contact was made with a mother and her two children who were staying in a car on two separate MSHCP properties. After observing the children during the second contact. Ranger Chagolla reached out to a County CPS Case Worker to advise them of the location. CPS took down the information and attempted to locate the individuals. A map depicting the locations was provided to different CPS individuals working the case. CPS works long hours, and Ranger Chagolla made himself available by phone on his days off. Ranger Chagolla advised that San Bernardino County CPS was also involved, as was BLM Ranger Purdy who advised CPS that the family left the RCA land and occupied a third location on private property in the Gavlin HMU.

A stolen vehicle was removed from the White Rock property. It had been there several months in a remote area. Staff led J&M towing into the property.

Staff inspected and installed signs on the TET Sedco Hills property. The property is rugged and difficult to access. It takes most the day to place signs in key points. Some new signage was placed and disturbance activity was assessed for future work.

### **Meniffee HMU**

Staff checked on a report of a trail closed by wire at the adjacent La Paloma and Warmington (Parks open space) sites. Staff confirmed that Parks District staff did not close the trail as part of one of their projects. Rangers reopened the trail, which is not dedicated for public use, after checking with the Anheuser Busch caretakers to make sure they had no objections or concerns. The wire closure was a danger to bike riders. The trail skirts a shared property easement line. Several weeks later RS Rodriguez spoke with a mountain bike rider in Meniffee who hit the fence line strung across a trail, which had been re-installed. The biker advised that while riding a mountain bike on a trail on May 14, 2018, within District Open Space/RCA MSHCP lands, he struck a wire fence strung across a trail that had not previously been there before. The wire was not signed, labeled or marked for visibility. The biker described hitting the fencing and going over

the handlebars. He required and sought medical attention. The wire was removed again and inquiries of neighbors to determine who was responsible for putting up the wire were not fruitful.

### **San Jacinto HMU**

One new, but apparently abandoned, homeless encampment was removed from the middle of the Wilhelm Ranch property after being posted for eviction for two weeks

A site visit was conducted at KB Homes and Carlsbad properties to investigate reports of Riverside County Transportation Department grading the sides of Dunlap Road. A field review revealed that grading was within their right-of-way.

A new homeless camp on the KB River Donation, which was initially reported to the RCA by Code Enforcement, was evicted.

### **Sage HMU**

During patrol on Saturday, May 12, 2018, Ranger staff reported an occupied homeless camp on the Temecula Creek donation property. It was posted with a written note to vacate the premises. The occupant avoided contact and ran deeper into the vegetation when approached. Staff returned to the camp to post a notice to vacate premises. Ranger staff eventually removed the personal belongings and stored the possessions at the Goodhart property.

### **Maintenance/ Fencing**

#### **Cactus Valley HMU**

A new electric stovetop was ordered for the Goodhart ranch. It replaced a broken glass top, which no longer worked correctly. Maintenance Worker Alfredo Salazar did the installation. Weed abatement is being addressed at the Goodhart cabin area.

#### **Gavilan HMU**

Staff worked on completing the three strand fencing on the Ordonez property along Gavilan Road in April 2018. An additional 380 ft. of T-post was put in place. Staff will install a total of 750 ft. of fencing. Staff also closed off the mine entrance on the property again to vandals, who chipped away at the sidewall.

#### **San Jacinto HMU**

At the Percival property, staff completed the removal of concrete and asphalt piles for acquisition. They did a really good job of material removal and final detailing of the work area. The grand total of concrete, brick, dirt and asphalt debris was immense at 25 tons. The finish work looked outstanding.

Work was wrapped up by MSHCP maintenance staff late on the heavy duty vehicle barricades put in place on the Higgins Nuevo west boundary. This completes the improvements with the Higgins Nuevo fencing. Code enforcement contacted staff to report a homeless camp in the area. Staff confirmed the camp was not on RCA land.

Staff removed large amounts of trash and waste tires off both parcels of the Soboba Donation property. Staff also took the opportunity to notify individuals to move out of living encampments that impact the area. New signage was placed in strategic locations and vehicle access to trails was blocked. In addition, a stolen vehicle was removed from the Phase 2 Soboba parcel. Staff assisted the CHP with the removal.

At the Warren Partners property MSHCP staff, with the help of court workers, removed 19 bags of roadside trash from along Highway 74.

### **Meniffee HMU**

In May, staff made contact on-site with County Road Department staff regarding the Roe house. The County Road Department staff involved with securing the building confirmed that the doors and locks to the building had been discarded as unusable. Plywood bolted to the door framework secures entry. Staff cleared the back lot of tumbleweeds and graded a roadway to the house and shed area inside the property boundary. County Road Department still has work to complete on the side entry road leading into the property. As of now, it is heavily rutted and in need of three culvert crossings. No timeframe of when that work will begin was given.

In June staff worked to place a map and Plexiglas on the Boy Scout kiosk at the Winchester 700 property in Murrieta. In the same area, the repair to the fencing over the creek bed on the north boundary was completed.

### **Sage HMU:**

Field inspection of the Bell Weigel property took place June 22, 25, and 28, and again the week of July 4. Again, staff did not witness the amount of activity being reported by the neighbor. Staff observed similar conditions, with the exception of a recent trash dumping near the east boundary. The worst dumping was found on a cleared pad above the RCA property in June. There have been three trash dumps there in recent months. Staff took measures to cable off access to the area. RS Rodriguez communicated with the Rancho California Horseman Association regarding better entry into the Bell Weigel area by improving step-overs. They requested that a lock be placed on the gate to allow access to the area in case of an emergency. Staff advised that if the association purchases knox lock we will place it into the system.

Rangers repaired the fence at the entrance of SSR. Fencing on both sides of the gate were vandalized. The wire fencing was replaced with new T posts and cable fencing.

### **San Timoteo HMU:**

Staff coordinated with a private property owner and Moreno Valley Police Department to move out a homeless camp that relocated onto an adjacent parcel next to RCA land on Redlands Blvd. Staff completed the removal of occupants of a homeless camp adjacent to the Pecuniary property. Staff re-checked the site the following day to confirm the occupants did not return. Staff discouraged occupying of and littering on all adjacent RCA land. The matter is considered closed at this time.

## **Habitat/Species Management**

Quarterly photo stations were visited at Carlsbad, Wilhelm, Calmat, Warren Road partners, JPR6, and Cordova.

Brown-headed cowbird trapping at Hidden Valley, Temecula Creek and Temescal Wash was completely unproductive with no cow-birds trapped.

### **Badlands HMU**

**Wolfskill Driscoll** – Staff transported a water tank originally placed for native plant restoration efforts on the northern boundary to mid – property in order to supplement the animal water guzzler water resource. The 1,000+ gal tank was placed upright midway up the Edison road that leads out to the east. The tank will gravity feed water to the basin directly below.

### **San Jacinto HMU**

**Nuevo Donation** – Much effort was directed by all staff to the burrowing owl translocation site. Feeding and inspection were conducted on a daily basis for one month for the six different occupied hacking enclosures. Removal of all hacking enclosures and weed eating around each burrow was completed during the month of April. Once the chicks emerged from the one successful pair, raven harassment using lasers was conducted on a nearly daily basis for several hours around dusk and/or dawn. The chicks fledged near the end of June and most of the translocated owls are still using the site. The burrows were all string trimmed again in June.

### **Meniffee HMU**

**Casa Modelo** -- A lethal animal entrapment issue was corrected on the property after staff came across the recent accidental death of a coyote. An exposed concrete drainage pipe was sealed at a perpendicular crack to prevent access.

**McElHinney Stimmel** – Burrowing owl translocation. Feeding and inspection were conducted on a daily basis. Removal of all hacking enclosures was completed during the month of April. Raven harassment with lasers stopped after several weeks once the chicks emerged from the nest due to a predation event that caused the nest to fail.

Much attention was directed to the property to monitor other owls on the property. Several rounds of camera trap deployment were used to determine breeding status of several other owls on the property. One other nesting pair was determined to be using the property. All artificial burrows were also peeped with a camera scope for routine monitoring on one occasion and string trimmed on another.

**El Sol** – All artificial burrows were peeped with a camera scope for routine monitoring one occasion and string trimmed on another. Only one breeding pair was found to be using the property this spring. This pair was monitored by the San Diego Zoo as part of a larger research project.

**Anheuser Busch, McElhinney-Stimmel, and El Sol** – Coordinated and conducted (with MSHCP Biological Monitoring Program staff) general area search of these properties for possible unknown



burrowing owls. Two searchers spent a full day at each property on two separate occasions. Every known burrowing owl was found by an independent unbiased observer, but no new owls were located.

**Winchester 700 Murrieta** – Invasive bull frog eradication was conducted and resulted in the dispatching of a handful of individuals. Two days were also spent on-site spot spraying herbicide to the Mt. Bike restoration area to control the growth of non-native plant species while allowing for the growth of native plant species.

**Cornerstone** – Invasive bull frog and crayfish eradication was conducted and resulted in the dispatching of dozens of individuals. Monthly site visits for telemetry of the property's two radio tagged turtles were conducted. Unlike our experience with other radio tagged turtles on various properties, these turtles have moved relatively little: <200 meters from their original trap location. A wildlife fence and undercrossing inspection was conducted on the adjacent housing development. All in all, everything looks really good. A couple of issues were found in two spots and were in the process of being remedied by the developer.

**La Paloma** – NRS Sherrock spearheaded efforts to upkeep the property's restoration area with help of other staff. This included several visits to weed the restoration area and remove the old fencing which surrounded it.

### **Gavilan HMU**

**Bolton** – NRM Reinig coordinated with MWD Biologist Tania Asef for water release from Lake Mathews to fill the main Bolton pond for the benefit of the property's imperiled pond turtles. Preparation for the work included writing a formal request for a water release by MWD, walking the wash to check on feasibility and efficacy of potential water release, checking for least Bell's vireo in wash (one singing male found; no nests found in danger of being flooded), sinking of a 300-gallon horse trough in pond bottom with a Kubota to act as a turtle refuge once the pond dries, removal of tamarisk and castor bean from pond and the removal of a concrete/cinderblock dam created by an archery club upstream of the ponds. The upper pond was completely filled (with a small overflow into the lower pond) during a 28 hour water release. At 2 ft<sup>3</sup>/sec, it took ~5 acre-feet of water to accomplish this. This was a large undertaking by MWD involving lots of staff, generators and water pumps, and quagga filters.

### **River HMU**

**Teledyne** – Six days were spent weeding the upper dune area of the property with the help of several Work Release Program (WRP) workers to control non-native weed growth for the benefit of the property's Delhi sands flower-loving fly. Most all verbisina (which was very extensive this year) and mustards (greatly reduced this year) have been cleared from the upper dunes prior to setting seed.

In addition to weeding the property, permanent survey stakes were constructed and placed across the site. These 140 stakes will also act as change in sand depth measures. By measuring the stakes annually, these stakes will document gain or loss in sand across the site.

**APNs 173-030-007, 008, AND 055** – Performed site and habitat inspection for suitable fly habitat. Besides a small patch of degraded sand habitat in the far northwest corner of the parcels, no fly habitat was found to be present.



**Hidden Valley** – The farm field burrowing owl translocation site was string trimmed and mowed of heavy weeds. Two separate checks revealed no sign of use by burrowing owls.

#### **Sage HMU:**

**Bell Wiegel** – Scrub oaks that were planted on a decommissioned mountain bike trail were watered on several occasions. Although a handful were lost due to vandalism or desiccation, most of the couple dozen plants are doing well.

#### **San Jacinto HMU:**

**EMWD** – Quarterly photo monitoring. Many of the transplanted encelia and buckwheat in San Bernardino Kangaroo rat restoration site have not survived, but the transplanted broomsage is looking very healthy. Sporadic mustards across the site were pulled.

#### **Santa Ana Mountains HMU:**

**Saddleback** – Munz's onion restoration site was visited on four occasions and weeded of sprouting non-native vegetation, mostly Russian thistle. A small number of the onion were observed in vegetative growth in February - early March, but due to the bad timing of the rains this year, nothing flowered.

### **Fire Management/Weed Abatement**

NRS Sherrock mapped the extent of a small fire that burned through the Soboba Donation Phase 2 property. The burn area is roughly seven acres, with about half of that on RCA conserved lands, and the other half on PQP (Flood Control) land. Incident #: 18-CARRU 059928. Incident Name: Lake. Event #: 18066672

RS Rodriguez met with the Fire Marshall of the City of Moreno Valley in charge of weed abatement for fire prevention. At the meeting, specifics for the RCA Riverside Clark property were discussed. The Fire Marshal was willing to work with us in regard to upholding County Ord 695.4 as it pertains to species protection. It was a good meeting where agreed to a compromise that will avoid clearcutting buckwheat habitat areas. Previously, RCA was receiving Second Violation Notices for additional clearing.

Weed abatement was completed at the Cachia, Calvary Chapel, Casa Modelo, Clark, Damietta Ranch, Greenwald, Harington, Hemet Donation, Kailin #2, Katz, KHOV Bethlam, McCormick, McElhinney-Stimmel, Murrieta 180, RAFCO, Shear, Trans Clark, Warren Partners, Wilhelm, Winchester Road Donation, and Wolfskill Driscoll properties.

### **Acquisitions**

#### **Initial Site Inspections:**

Adams, Michael and Roxana – Pre-acquisition review. Some light trash and a couple missing witness markers. Nice wet seep on property amongst eucalyptus. Property is in a hotspot area for

dumping and homeless camps. Although property is currently clear of both, it is foreseen there is likely to be issues with both in the future.

Andrade, Hilda – Pre-acquisition review. Most of the witness markers were in place. Two were not. No trash except an old tire barricade of about 12, partially buried tires. The area is a hot spot for dumping and OHV. Property should be fenced immediately upon closing of escrow.

Bentley – Pre-acquisition review. 10.7-acre parcel in the Tenaja corridor adjacent to RCA conserved lands to the north and east. Great CSS/chaparral habitat with artemesia, buckwheat, opuntia, mimulus, laurel sumac, rhus ovata, chamise, ceonothus, scrub oak, live oak, and Engelmann Oak. There are two storage sheds and some trash piles on the property.

Burum: A great addition for the area in terms of habitat (nesting cactus wren, and horned lizard seen during review. Also good k-rat habitat. Trash items found and reported include a partially buried car and couch, a refrigerator, a pile of tires, and some random trash all in one spot along the western boundary. There is also a lone refrigerator in the center of the property.

Lin: Assessed well on property. Well is 8 inches in diameter and 100+ ft. deep with a moveable cover. Parks will remove debris around the well, but take no part in decommissioning.

Rindahl/Emerald Alisio – Second pre-acquisition review. Still bits of trash on the properties, but considering the scope of cleanup that was accomplished, it was relatively good.

RCTC McAlister Donation – Pre-acquisition review. Thirty-three acre parcel in the San Jacinto River floodplain adjacent to the south border of SJRR. Vegetation is mostly thick and thatchy non-native grasses – bromus sp. and avena 8-14 inches tall. Upland areas contain small amount of sage scrub – buckwheat and encelia, and some rhus ovata and sambucus. Also a couple of gigantic ornamental agaves. Some trash issues and old irrigation infrastructure.

Sey Corporation – Pre-acquisition review. Alkaline flat habitat adjacent to the western border of Wilhelm in the San Jacinto Valley. Cleanup required for light trash and 12 large piles of unconsolidated asphalt that have been dumped. Cleanup cost estimate sent to Stephi for removal of 85 tons of asphalt.

# **AGENDA ITEM NO. 8.3**

## **Attachment 5**

### **Santa Ana Watershed Association**

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

**Report Covers Period:** 4/1/18 – 6/30/18

**Services provided during current work period:**

**Biological monitoring surveys conducted:**

- Carnivores via motion-triggered cameras in habitat linkages/Cores/corridors.
- Burrowing Owl pair count surveys via trail cameras at locations with owls to determine numbers of breeding pairs and nest outcomes.
- Tricolored Blackbird annual survey, colony monitoring, and San Jacinto Wildlife Area (SJWA) habitat use (including employment of an autonomous recording unit).
- 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.
- Yellow-billed Cuckoo via autonomous recording unit employed in Prado.
- Santa Ana sucker via line transects for a native fishes larval habitat survey.
- Arroyo chub via line transects for a native fishes larval habitat survey.
- Quino checkerspot butterfly via grid-based visual encounter surveys at any conserved locations where the species has been observed historically.
- Delhi Sands flower-loving fly via visual encounter surveys along line-distance transects at recently occupied locations to confirm annual reproduction and determine density. Arthropod surveys via pitfall traps to track the relative abundance and richness of the arthropod community, which the Delhi fly larvae presumably use as a food resource.
- Rare plants via area-constrained visual encounter surveys at conserved locations known or suspected to support covered rare plant species.
- Weeding and disturbance treatments conducted on Brand's phacelia study plots.

**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.
- Collaborated with UCR Herbarium to catalog rare plant specimens to be submitted to the Consortium of California Herbaria.
- Collaboration with Dr. Wendy Schackwitz (Napa Solano Audubon Society) regarding our new Autonomous Recording Unit.
- Collaborating with CNLM on the Burrowing Owl burrow check surveys.
- Collaborated with other wildlife organizations and wildlife professionals at a western pond turtle working group meeting on April 17.
- Collaborated with FWS on a native fish larval habitat survey on April 25 and May 30, which resulted in data for Santa Ana sucker and arroyo chub.

- Collaborated with other wildlife organizations and agencies on current issues in a quarterly Southern California Native Freshwater Fauna Working Group meeting on May 22.
- Collaborated with other wildlife organizations and agencies in the annual Rialto Wastewater Treatment Plant (WWTP) maintenance shutdown fish rescue on June 15.
- Collaboration with SJWA on invasive removal (turtles and bullfrogs) from a pond on a nearby inholding property on June 18 and 19.
- Collaborated with El Sobrante Landfill HCP biologist on June 27 regarding future surveys on the landfill property.

### **Accomplishments:**

- Gathered useful data for carnivores (coyote, bobcat), Burrowing Owl, Tricolored Blackbird, Loggerhead Shrike, California Gnatcatcher, Santa Ana sucker, arroyo chub, Quino checkerspot butterfly, Delhi Sands flower-loving fly and associated arthropods, and rare plants, including Brand's phacelia and Matilija poppy.
- Met species objective for Quino checkerspot butterfly regarding documentation of presence in 4 of 7 Core Areas, and one satellite core.
- Hosted three monthly monitoring/management coordination meetings with local land managers and wildlife agency representatives.

### **Training**

- Dr. Wendy Schackwitz presented her work with autonomous recording units to our office on April 3.
- The Tricolored Blackbird survey training was conducted by the project lead on April 3.
- Staff attended the Potrero Munitions and Explosives of Concern (MEC) training at the San Jacinto Wildlife Area on May 9.
- Arthropod survey training was conducted by the Delhi sands flower-loving fly Survey Lead on May 9.
- Hana Resources presented their work using drones for habitat health assessments to the office on May 21.
- Data Manager provided database training on June 6 in regards to improvements she's making to the database structure and to address the new tablets.
- Some staff attended the 1<sup>st</sup> Annual Santa Ana River Science Symposium on June 7.
- All Hands Meeting occurred on June 20: cleaned and checked vehicles, discussed survey and report status.
- Delhi Sands flower-loving fly survey training was conducted by the Delhi sands flower-loving fly Survey Lead on June 20.
- Data Manager attended a Survey123 workshop at ESRI June 27-28.

### **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: 6/12 reports completed and submitted
- Annual Report: in process



## **AGENDA ITEM NO. 8.3**

### **Attachment 6**

**Douglas P. Wheeler,  
Hogan Lovells, US LLP**

## QUARTERLY CONTRACT REPORT

### WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY

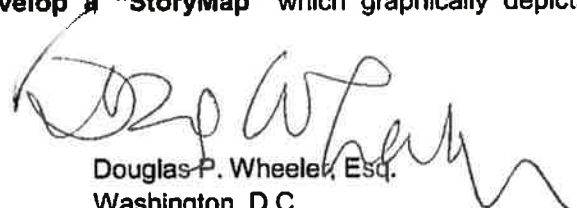
April-June, 2018

Following a long delay, the U.S. Fish and Wildlife Service announced its award of **"section 6" grants for FY 2017** on May 21. Among applicants for funding of habitat acquisition, the Authority received \$2 million, the maximum amount for which it had been eligible. Delay was occasioned by a close review of all grant-making by the Department of the Interior. After demonstrating the effects of delay on program continuity, the Authority and the National Habitat Conservation Planning Coalition (NHCCPC) were able to enlist the support of Congressional leaders for release of these funds. Congressional staff were particularly helpful, including C. Tulou and E. Mabry at the Senate Committee on Environment and Public Works, and I. Foley and D. Benjamin of Representative Calvert's office and the House Committee on Appropriations, respectively. During meetings with Congressmen, including Rep. Calvert, Congressional staff, and the Administration (A. Skipwith and G. Frazer) on April 10 and 11, C. Landry and T. Mullen stressed the importance of section 6 funding, and the need for flexibility in making awards which recognize the size and complexity of particular MSHCPs, including the RCIP. As a result, the Appropriations Committee report on H.R. 6147, which funds the Department of the Interior and related agencies for FY 2019 (below), acknowledges that **the \$2 million "cap" has been removed**, and that larger grants can be made at the discretion of the Fish and Wildlife Service, presumably as early as FY 2018.

Even as we await word on the award of section 6 grants for FY 2018, the Administration and the Congress have turned their focus to the **budget for FY 2019**, which begins on October 1. Although the Administration had proposed substantial reductions in the Land and Water Conservation Fund in FY 2019, from which section 6 appropriations are made, the Congress has thus far given short shrift to those proposals. The House on July 19 passed the Department of the Interior appropriations bill, including \$53.495 million for section 6 grants. This is the same amount as in FY 2018, and is replicated in the Senate bill. Both the House and Senate have proposed a return to "regular order", in which appropriations bills are considered in due course, and adopted prior to the beginning of the new fiscal year. It is expected that the House-passed Interior bill will be combined with appropriations for the Departments of Transportation and Housing and Urban Development, the Department of Agriculture and financial services agencies, forming a "minibus"—or miniature omnibus—bill. House deliberations on these bills, including a conference with the Senate, are expected to continue at the staff level during the current recess, and to resume among principals when Members return on September 4. In the Senate, which remains in session, the Interior appropriations bill—including \$53.495 for section 6 grants—was passed by a vote of 92-6 on August 1, combined with appropriations for financial services agencies. Differences between the House and Senate bills can be resolved in conference, and adopted prior to October 1. Thus, the successful conclusion of "regular order" will preclude the necessity of continuing resolutions to fund government operations in the absence of an approved budget at the beginning of the fiscal year.

Through its Washington representatives, the Authority has also tracked the development of legislation to “reform” or “modernize” the **Endangered Species Act**, which—among other things—provides authority for habitat conservation plans and support to plan sponsors in the form of section 6 grants. The Board will recall that its Executive Director and consultants have participated in the three-year Endangered Species Act project of the Western Governors Association. The project resulted in the adoption of bi-partisan policy recommendations, and the introduction of reform legislation by Senator John Barrosso of Wyoming. The Barrosso legislation also reflects the contributions of Authority staff, whose views on HCPs and the role of states were solicited by drafters of the Barrosso bill, including M. Leggett and A. Harding of Senate Committee on Environment and Public Works. At the same time, Members of the House Committee on Natural Resources, including its Chairman, Rep. Rob Bishop of Utah, have introduced a more comprehensive suite of bills to streamline implementation of the ESA. Finally, the Fish and Wildlife Service has proposed **revisions to the rules which guide its administration of the ESA**, including consideration of economic impacts in listing decisions, provisions for designation of unoccupied habitat as “critical” to the survival of threatened and endangered species, and a distinction between protections which may be afforded separately to threatened and endangered species. All of this activity on the Hill and in the Executive branch reflects the belief by some thought leaders that the time is right for ESA reform. Whether the legislation is adopted in whole or part, and the new rules promulgated after a period of public comment, the Authority will be careful to protect its position as a leading practitioner of successful MSHCP implementation, and to assure continued federal support for its program.

Other activities during the quarter included continuing advocacy for establishment of a new **Western Riverside National Wildlife Refuge**, including development of additional sources of habitat funding; consideration of an **amendment to WIFIA** for loans which may be unrelated to the development of water infrastructure, as is now required; preparation of a legal opinion on the origins and implications of the **Authority's status as a Joint Powers Authority (JPA)**; preparation, in cooperation with Lindell Marsh at UC Irvine, of a **seminar and publication** which recounts the success of the RCIP/MSHCP; and **work with ESRI to develop a “StoryMap”** which graphically depicts the progress of the MSHCP.



Douglas P. Wheeler, Esq.  
Washington, D.C.  
August 6, 2018

## **AGENDA ITEM NO. 8.4**

**RESOLUTION NO. 2018-008  
RESOLUTION OF THE BOARD OF  
DIRECTORS OF THE WESTERN  
RIVERSIDE COUNTY REGIONAL  
CONSERVATION AUTHORITY  
AUTHORIZING THE ACCEPTANCE  
OF GRANT FUNDS FROM  
THE RIVERSIDE & LANDS  
CONSERVANCY**

***Regional Conservation Authority***
**RESOLUTION NO. 2018-008**  
**RESOLUTION OF THE BOARD OF DIRECTORS OF THE**  
**WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY**  
**AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS FROM THE RIVERS &**  
**LANDS CONSERVANCY**
**Staff Contact:**

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

**Background:**

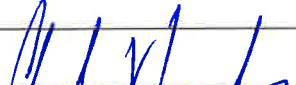
On today's closed session agenda, the Board of Directors is considering the purchase of Assessor Parcel Number 257-230-006. The Rivers & Lands Conservancy desires to assist the RCA by providing grant funding in the amount of \$293,333 to help complete this acquisition. Further details will be provided in closed session. Staff recommends approval of the attached resolution to accept the grant funding from Rivers & Lands Conservancy and budget adjustment in Exhibit A, conditionally upon the approval of the proposed purchase in closed session.

**Staff Recommendation:**

That the RCA Board of Directors:

- 1) Approve Resolution No. 2018-008, *Resolution of the Board of Directors of the Western Riverside County Regional Conservation Authority Authorizing the Acceptance of Grant Funds From the Rivers & Lands Conservancy*;
- 2) Approve the budget adjustment contained in the attached Exhibit A; and
- 3) Authorize the Chairman to direct the Auditor-Controller to make the budget adjustment contained in the attached Exhibit A.

The approval shall be conditional upon the Board's approval, in closed session, of the proposed purchase.

FINANCIAL INFORMATION	
In Fiscal Year 2019 Budget: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Cost \$ 293,333
Source of Funds: Grant Funds	<b>Budget Adjustment -</b> <b>Increase Estimated Revenues:</b> 781850 Grants-Non Governmental \$ 293,333  <b>Increase Appropriations:</b> 540040 Land \$ 293,333
Approved by: 	Date: September 6, 2018

**Attachments**

- 1) Resolution No. 2018-008
- 2) Exhibit A - Budget Adjustment



**AGENDA ITEM NO. 8.4**  
**Attachment 1**

**RESOLUTION NO. 2018-008**

## **RESOLUTION NO. 2018-008**

### **RESOLUTION OF THE BOARD OF DIRECTORS OF THE WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS FROM THE RIVERS & LANDS CONSERVANCY**

**WHEREAS**, BARBARA BAXTER BODE; DeELLEN BAXTER WILFORD (also known as DeELLEN ADELL BAXTER); WENDY ANN GRUVER (also known as WENDY ANN BAXTER and WENDY ANN BAXTER POWERS); MARY ANN MCLAIN, JAMES EDWARD MCLAIN, ROBERT ANDREW MCLAIN, HOLLY ELIZABETH KING; and AZUSA PACIFIC UNIVERSITY, a Non-Profit corporation, have offered for purchase property located south of Box Springs Mountain, within Assessor Parcel Number 257-230-006, in the Box Springs area;

**WHEREAS**, the Rivers & Lands Conservancy is willing to grant \$293,333 to the Western Riverside County Regional Conservation Authority to assist in purchasing the property;

**WHEREAS**, the Western Riverside County Regional Conservation Authority is willing to accept the grant from the Rivers & Lands Conservancy; and

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

**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. That the Board of Directors of the Western Riverside County Regional Conservation Authority approves a grant agreement from the Rivers & Land Conservancy for the sum of \$293,333 to assist in the acquisition of real property, Assessor Parcel Number 257-230-006, in the Box Springs area for habitat conservation in perpetuity.

3. That the Executive Director of the Western Riverside County Regional Conservation Authority is authorized to execute the documents necessary to accept the grant from the Rivers & Lands Conservancy.

**PASSED AND ADOPTED** at a regular meeting of the Board of Directors of the Western Riverside County Regional Conservation Authority held the 10th day of September, 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**

**Exhibit A**  
**Budget Adjustment**



**Exhibit A**  
**Agenda Item No. 8.4**

<b>DATE</b>	<b>September 10, 2018</b>
<b>TO</b>	<b>Auditor-Controller</b>
<b>FROM</b>	<b>Honey Bernas, Director of Administrative Services (951) 955-2842</b>
<b>SUBJECT</b>	<b>FISCAL YEAR 2019 BUDGET ADJUSTMENT (FUND 51630)</b>

**Background:**

On September 10, 2018, the RCA Board of Directors approved the Fiscal Year 2019 budget adjustment contained herein.

**Requested Action:**

That the Auditor-Controller make the following budget adjustment:

<b>Land Acquisition (935201)</b>			
<b><u>Increase Estimated Revenues</u></b>			
781850	Grants – Non Governmental Agencies	\$	293,333
<b><u>Increase Appropriations</u></b>			
540040	Land	\$	293,333

**APPROVED BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
Jonathan Ingram, Chairman  
RCA Board of Directors



# **AGENDA ITEM NO. 8.5**

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE WESTERN RIVERSIDE COUNTY  
REGIONAL CONSERVATION AUTHORITY  
AND OPR COMMUNICATIONS, INC.  
FOR PUBLIC OUTREACH CAMPAIGN  
AND ON-CALL MEDIA SERVICES**

***Regional Conservation Authority***

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE WESTERN RIVERSIDE COUNTY REGIONAL  
CONSERVATION AUTHORITY AND OPR COMMUNICATIONS, INC.  
FOR PUBLIC OUTREACH CAMPAIGN AND ON-CALL MEDIA SERVICES**

**Staff Contact:**

**John Field  
Land Acquisition Director  
(951) 955-9700**

**Background:** Pursuant to direction from the RCA Executive Committee, staff released an RFP for professional services to identify a public relations firm to raise public awareness of the existence and importance of the MSHCP in the community.

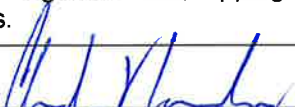
The scope of work includes: developing a social media presence and assisting with the development of an updated website that includes a “click to donate” button; designing a new sign program to provide information to the public about property boundaries, allowed activities, and protected species and habitats on RCA lands; development of an online toolkit for high school educators to teach students about the importance of the Endangered Species Act and how our MSHCP protects our environment and improves our quality of life; develop an MSHCP interactive PowerPoint presentation for elementary and middle school age children for use by park reserve management biologists; and, prepare, publish and distribute quarterly newsletters.

RCA received responses from four firms. Staff reviewed the submittals and interviewed the top two firms. OPR Communications, Inc. was selected as the most qualified firm to perform the work. The costs for these services is within the amount approved in the FY18/19 budget.

**Staff Recommendations:**

That the RCA Board of Directors:

- 1) Approve the Professional Services Agreement between the Western Riverside County Regional Conservation Authority and OPR Communications, Inc. for Public Outreach Campaign and On-Call Media Services; and
- 2) Authorize the Chairman to execute, pursuant to legal counsel review and approval, said Agreement on behalf of the RCA.

FINANCIAL INFORMATION	
In Fiscal Year 2018-19 Budget: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Cost: \$90,000 Annual Cost: \$90,000
Source of Funds: MSHCP Development Mitigation Fees, Tipping Fees, and General Revenues.	Budget Adjustment: N/A
Approved by: 	Date: September 6, 2018

**Attachment**

Professional Services Agreement between the Western Riverside County Regional Conservation Authority and OPR Communications, Inc.

# **AGENDA ITEM NO. 8.5**

## **Attachment**

### **PROFESSIONAL SERVICES AGREEMENT**

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY  
AND OPR COMMUNICATIONS, INC.**

This Agreement is made and entered into as of September 10, 2018 by and between the Western Riverside County Regional Conservation Authority, a public agency and a joint powers authority organized and operating under the laws of the State of California with its principal place of business at 3403 10th Street, Suite 320, Riverside, CA 92501 ("RCA"), and OPR Communications Inc., a Nevada Corporation with its principal place of business at 3403 Tenth Street, Suite 110, Riverside CA 92501 (hereinafter referred to as "Consultant"). RCA and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

**RECITALS**

A. RCA is a public agency of the State of California and is in need of professional services for the following project: Public Outreach Services (hereinafter referred to as "the Project").

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for RCA to retain Consultant to provide the services described herein.

**AGREEMENT**

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. Services.

Consultant shall provide the RCA with the services described in the Scope of Services attached hereto as Exhibit "A."

2. Compensation.

a. Subject to paragraph 2(b) below, the RCA shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "B."

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of ninety-thousand dollars (\$90,000). This amount is to cover all printing and related costs, and the RCA will not pay any additional fees for printing expenses. Periodic payments shall be made within 45 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the RCA, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the RCA by



Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the RCA and executed by both Parties before performance of such services, or the RCA will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by RCA.

5. Time of Performance.

Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the RCA to proceed ("Notice to Proceed"). The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

a. Neither RCA nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the RCA, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the RCA, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of RCA. No employee or agent of Consultant shall become an employee of RCA. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from RCA as herein provided.

11. Insurance. Consultant shall not commence work for the RCA until it has provided evidence satisfactory to the RCA it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the RCA.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (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) Property Damage
- (9) Independent Consultants Coverage

(iv) 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; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

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

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the RCA, and provided that such deductibles shall not apply to the RCA as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the RCA.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give RCA, its officials, officers, employees, agents and RCA designated volunteers additional insured status.

(iv) Subject to written approval by the RCA, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the RCA as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(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) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the RCA and in an amount

indicated herein. 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.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

Combined Single Limit

Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage
Employer's Liability	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) 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. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the RCA evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the 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 the RCA at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the RCA or any named insureds shall not be called upon to contribute to any loss.

(iii) 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.

(iv) 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 subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the RCA and shall not preclude the RCA from taking such other actions available to the RCA under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the RCA, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the 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.

(ii) 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.

(iii) The RCA may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

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

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

## 12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of RCA's choosing), indemnify and hold the RCA, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the RCA, its officials, officers, employees, agents, or volunteers.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

## 13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). 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. Consultant shall defend, indemnify and hold the RCA, its officials, officers, employees 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. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement 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. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the RCA. Consultant shall defend, indemnify and hold the RCA, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

#### 14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

#### 15. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Riverside, State of California.

16. Termination or Abandonment

a. RCA has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, RCA shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. RCA shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by RCA and Consultant of the portion of such task completed but not paid prior to said termination. RCA shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to RCA only in the event of substantial failure by RCA to perform in accordance with the terms of this Agreement through no fault of Consultant.

17. Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the RCA.

18. Organization

Consultant shall assign Patrick O'Reilly as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the RCA.

19. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

20. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

RCA:

Western Riverside County Regional  
Conservation Authority  
3403 10th Street, Suite 320  
Riverside, CA 92501

Attn: Honey Bernas or John Field

CONSULTANT:

OPR Communications, Inc  
3403 Tenth Street, Suite 110  
Riverside, CA 92501

Attn: Patrick O'Reilly

and shall be effective upon receipt thereof.

21. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the RCA and the Consultant.

22. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. 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.

23. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of RCA and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

24. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the remaining provisions unenforceable, invalid or illegal.

25. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of RCA. Any attempted assignment without such consent shall be invalid and void.

26. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is specifically specified in writing.

27. Time of Essence

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

28. RCA's Right to Employ Other Consultants

RCA reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

29. 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 director, official, 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.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

WESTERN RIVERSIDE COUNTY  
REGIONAL CONSERVATION  
AUTHORITY

OPR Communications, Inc

By:

\_\_\_\_\_  
Jonathan Ingram  
Chairman

By:

  
\_\_\_\_\_  
Patrick O'Reilly  
President/CEO

ATTEST:

By:

\_\_\_\_\_  
Clerk of the Board

Approved as to form:



\_\_\_\_\_  
RCA General Counsel  
Best, Best & Krieger LLP



## EXHIBIT A

### Scope of Services

1. Establish a social media presence (Facebook, Twitter) that is easy to maintain by RCA IT team members as updates and changes are needed.
2. In consultation with the RCA, develop a "Click to Donate" program for the RCA website and Facebook page to assist the RCA in securing donations for its habitat acquisition and conservation activities. Disclosures, indemnifications and various payment options should be included, as well as a comment box for donors to provide information regarding the purpose of their donation.
3. Provide design suggestions regarding style and content for the RCA website update.
4. Update the current boundary sign program to provide information to the public on allowed uses on RCA reserve lands. Develop secondary signs that identify various habitat types and associated species. Sign size, type of construction, and method of installation shall be determined in consultation with RCA staff.
5. Develop a MSHCP online tool kit for use by high school educators as curriculum, including habitat conservation background (Endangered Species Act, Habitat Conservation Plans, MSHCP development), interactive maps, in-depth habitat and species profiles, classroom activities and resources for lesson planning.
6. Develop a MSHCP interactive PowerPoint presentation for elementary and middle school age children suitable for use by park reserve management biologists.
7. Prepare, publish and distribute quarterly newsletters (print and electronic).
8. Prepare, or update, and print one brochure.

## EXHIBIT B

### Schedule of Charges/Payments

Consultant will invoice RCA on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform RCA regarding any out-of-scope work being performed by Consultant. This is a time-and-materials contract.



## **AGENDA ITEM NO. 9**

**AGREEMENT FOR FUNDING THE  
ACQUISITION OF  
CONSERVATION CREDITS  
BETWEEN THE WESTERN RIVERSIDE  
COUNTY REGIONAL  
CONSERVATION AUTHORITY AND  
CRESTMORE REDEVELOPMENT, LLC**

## ***Regional Conservation Authority***

### **AGREEMENT FOR FUNDING THE ACQUISITION OF CONSERVATION CREDITS BETWEEN THE WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY AND CRESTMORE REDEVELOPMENT, LLC**

**Staff Contact:**

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

**Background:** Crestmore Redevelopment, LLC (“Crestmore”) plans to remediate and repurpose the former Riverside Cement Plant into the Agua Mansa Commerce Park Specific Plan (“Project”) in the City of Jurupa Valley (“City”). The 270-acre development will include an approximately 186-acre Industrial Park, an approximately 13-acre business park and an approximately 71-acre Regional Park Open Space. The MSHCP imposes protections for the Delhi Sands flower-loving fly (*Rhaphiomidas terminatus abdominalis*) (“DSF”) habitat in the area surrounding the Project. However, since there is no suitable DSF habitat on the Project site or surrounding area as identified by the MSHCP, the MSHCP allows for DSF mitigation in San Bernardino County.

Separately, as part of meeting the conservation goals for the DSF pursuant to the MSHCP, RCA plans to purchase 50 acres of conservation credits (“Conservation Credits”) from CalMat Co., dba Vulcan Materials Company, in its Colton Dunes DSF Conservation Bank for a total cost of \$6,250,000. As part of meeting its DSF mitigation requirement for the Project, Crestmore has agreed to provide the RCA with \$3,000,000 (the “Payment”) toward RCA’s purchase of the Conservation Credits as mitigation for the impacts of the Project on the DSF. The Project still needs to complete the JPR Process that could identify other MSHCP obligations.


The actual cost to RCA of the Conservation Bank will be \$3,250,000. As part of this cost, RCA will credit CalMat \$760,540 for MSHCP fees resulting from Calmat’s intended 110-acre expansion of its mining facility located at 1709 Sherborn Street in the City of Corona. The net payment for the conservation credits is \$2,489,460.

The purchase of the Conservation Credits are dependent upon RCA first receiving the Payment from Crestmore. The Agreement attached here documents Crestmore’s Payment to RCA. RCA’s purchase of the Conservation Credits from the Colton Dunes DSF Conservation Bank is expected to follow in the October Board meeting.

**Executive Committee and Staff Recommendations:**

That the RCA Board of Directors:

- 1) Approve the Agreement for Funding the Acquisition of Conservation Credits between the Western Riverside County Regional Conservation Authority and Crestmore Redevelopment, LLC; and
- 2) Authorize the Chairman to execute, pursuant to legal counsel review and approval, said Agreement on behalf of the RCA.

FINANCIAL INFORMATION	
In Fiscal Year 2019 Budget: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Cost \$ 3,000,000
Source of Funds: Capital Contributions	Budget Adjustment: To be included in FY2020 Budget
Approved by: 	Date: September 6, 2018

**Attachment:**

Agreement for Funding the Acquisition of Conservation Credits between the Western Riverside County Regional Conservation Authority and Crestmore Redevelopment, LLC

# **AGENDA ITEM NO. 9**

## **Attachment**

### **AGREEMENT**

**AGREEMENT FOR FUNDING THE ACQUISITION OF  
CONSERVATION CREDITS BETWEEN WESTERN  
RIVERSIDE COUNTY REGIONAL CONSERVATION  
AUTHORITY AND CRESTMORE REDEVELOPMENT, LLC**

THIS AGREEMENT ("**Agreement**") is made and entered into by and between the Western Riverside County Regional Conservation Authority ("**RCA**") and Crestmore Redevelopment, LLC, a Colorado Limited Liability Company ("**CRESTMORE**") (the RCA and CRESTMORE collectively, the "**Parties**") and shall be dated as of August \_\_, 2018 ("**Execution Date**"). In consideration of the mutual covenants and obligations set forth herein, the Parties agree as follows:

**1. Recitals**

This Agreement is made with respect to the following facts and purposes, which each party finds and determines to be true and correct:

A. The RCA is a joint powers authority that was formed to implement the Western Riverside County Multiple Species Habitat Conservation Plan ("**MSHCP**"), a multi-jurisdictional habitat conservation plan focusing on the conservation of both sensitive species and associated habitats to address biological and ecological diversity conservation needs in western Riverside County.

B. CRESTMORE plans to remediate and repurpose the former Riverside Cement Plant into the state-of-the-art Agua Mansa Commerce Park Specific Plan ("**Project**") in the City of Jurupa Valley ("**City**"). The 270-acre development will include an approximately 186-acre Industrial Park, an approximately 13-acre business park and an approximately 71-acre Regional Park Open Space area as shown in Exhibit "A," attached.

C. The MSHCP, for which an incidental take permit was issued by the United States Fish and Wildlife Service (the "**Service**"), imposes protections for the Delhi Sands flower-loving fly (*Rhaphiomidas terminatus abdominalis*) ("**DSF**") habitat in the area surrounding the Project. The MSHCP identifies Mitigation goals for the DSF. There is no suitable DSF habitat on the Project site or surrounding area as identified by the MSHCP. The MSHCP allows for DSF Mitigation in San Bernardino County.

D. The RCA plans to purchase 50 acres of conservation credits ("**Conservation Credits**") from CalMat Co., dba Vulcan Materials Company, in its Colton Dunes DSF Conservation Bank, to meet the mitigation goals for the DSF pursuant to the MSHCP.

E. The Project applicant instituted the MSHCP Joint Project Review Process with the City. The RCA and the Service have given preliminary indications that the Project is consistent with the MSHCP taking into consideration the acquisition of the Conservation Credits.

F. CRESTMORE has agreed to provide the RCA with Three Million Dollars (\$3,000,000) (the "**Payment**") toward RCA's purchase of the Conservation Credits as mitigation for the impacts of the Project on the DSF, although the Project still needs to complete the JPR Process that could identify additional MSHCP obligations. The Parties agree that the Payment represents a



combination of the MSHCP Local Development Mitigation Fee (“**MSHCP Fee**”) due by the Project and an additional cash payment necessary to complete CRESTMORE’S mitigation obligations.

## **2. Obligations of Parties**

A. CRESTMORE agrees to contribute toward RCA’s purchase of Conservation Credits for the Project’s mitigation for the DSF and to partially satisfy the obligations of the Project regarding compliance with the MSHCP. The Parties agree that the Payment will be paid to the RCA upon the same date as the City issues the building permit for the first building constructed within the Project, but in no case later than December 31, 2019, even if the City has not issued any building permits for the Project. Furthermore, the Parties understand that RCA will be under no obligation to pay for the Conservation Credits until RCA first receives the Payment from CRESTMORE.

B. RCA confirms and agrees that receipt of the Three Million Dollar (\$3,000,000) Payment from CRESTMORE only satisfies the full MSHCP Fee obligation of the Project. CRESTMORE understands that there are other non-fee MSHCP obligations that may be identified in the JPR Process that CRESTMORE must satisfy in order to be fully compliant with the MSHCP.

## **General**

C. CRESTMORE shall indemnify, hold harmless, and defend the RCA and each of its present, former, and future attorneys, officers, employees, agents (alleged, apparent, or actual), and/or successors in interest from and against any and all claims, suits, demands, actions, damages, liabilities, losses, or judgments which arise out of or relate to this Agreement or the Project including, without limitation, any actions brought pursuant to the California Environmental Quality Act.

D. Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by written notice to the other party:

CRESTMORE: Crestmore Redevelopment, LLC  
Attn: Tate Goss  
1805 Shea Center Drive, Suite 250  
Highlands Ranch, CO 80129

Copy to: Gresham Savage Nolan & Tilden  
Attn: Mark A. Ostoich  
550 E. Hospitality Lane, Suite 300  
San Bernardino, CA 92408

RCA: Charles V. Landry  
Executive Director  
Western Riverside County Regional Conservation Authority  
3403 Tenth Street, Suite 320  
Riverside, CA 92501-3627



Copy To: Michelle Ouellette  
Best Best & Krieger LLP  
3390 University Avenue, 5th Floor  
Riverside, CA 92501

E. This Agreement is the result of negotiations between the Parties and is intended by the Parties to be a final expression of their understanding with respect to the matters herein contained. This Agreement supersedes any and all other prior agreements and understandings, oral or written, in connection therewith.

F. Amendments hereto must be in writing executed by the appropriate authorities of CRESTMORE and the RCA.

G. The Parties agree that each party has reviewed and revised this Agreement and have had the opportunity to have their counsel review and revise this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits thereto.

H. Each person signing below personally warrants and represents to the Parties that the party he or she represents has approved this Agreement, intends to be bound by its terms, and that he or she is duly authorized to execute this Agreement on behalf of the party he or she represents.

I. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the parties hereto, to any person or entity other than the parties hereto.

J. The Parties acknowledge that time is of the essence in this Agreement.

K. The Parties agree that the law of the State of California govern this Agreement without regard to any otherwise governing principles of conflicts or choice of laws. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Riverside. In the event of litigation in the U.S. District Court exclusive venue shall lie in the Central District of California.

L. 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.

M. A waiver or breach of covenant or provision in this Agreement shall not be deemed a waiver of any other covenant or provision in this Agreement, and no waiver shall be valid unless in writing and executed by the waiving party. An extension of time for performance of any obligation or act shall not be deemed an extension of the time for the performance of any other obligation or act.

N. Each party acknowledges and agrees that this Agreement is valid, binding and enforceable against that party.

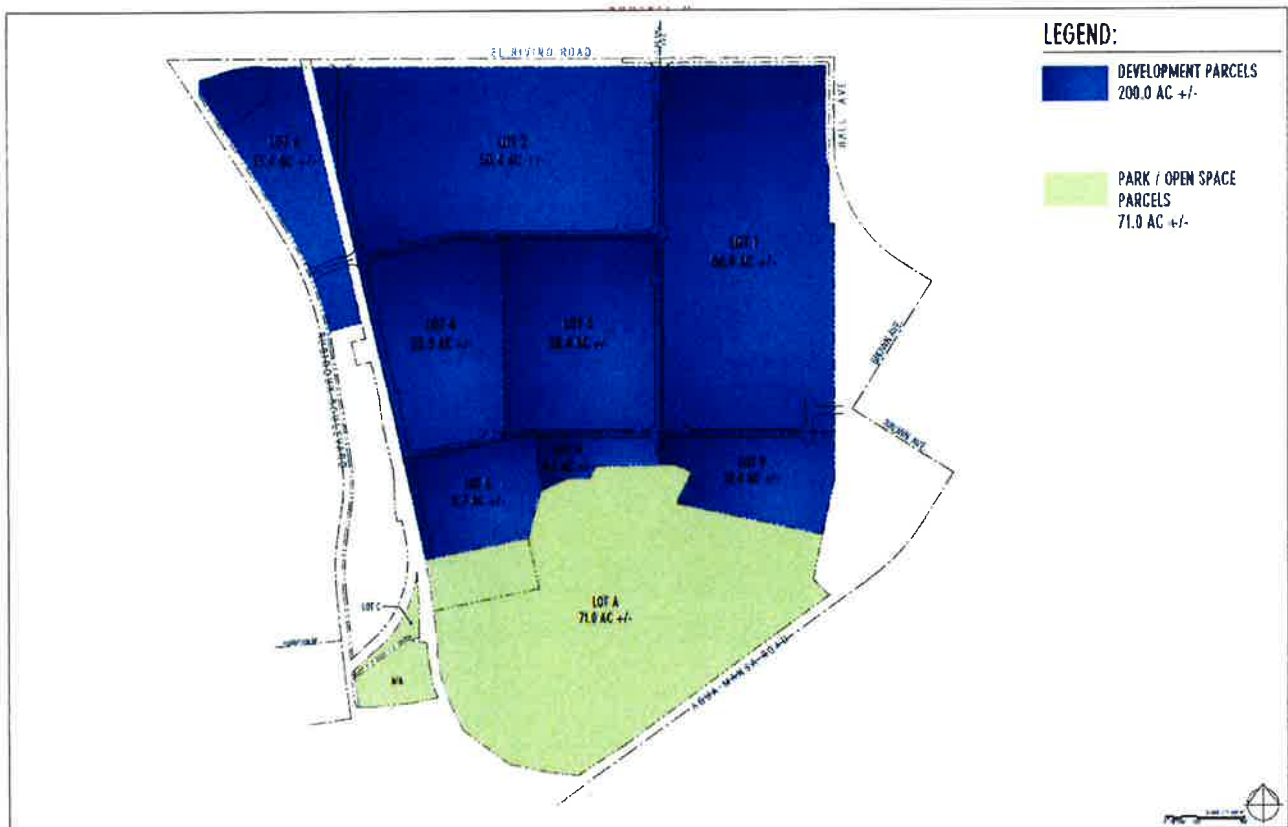
O. This Agreement may be executed in one or more counterparts. Each shall be deemed an original and all, taken together, shall constitute one and the same instrument.

P. CRESTMORE shall have the right, at any time prior to December 31, 2019, to terminate this Agreement in the event that (1) CRESTMORE fails to receive final non-appealable entitlements related to the Project or (2) CRESTMORE elects not to purchase the property shown in Exhibit "A" or (3) the JPR Process does not identify RCA's purchase of Conservation Credits, as contemplated in this Agreement, as the Project's mitigation for DSF, subject to Section 2.B, above. In the event that CRESTMORE terminates this Agreement for any of the foregoing reasons, neither CRESTMORE nor the RCA shall have any further rights or obligations in connection with this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first above written.

<b>CRESTMORE REDEVELOPMENT, LLC, a Colorado limited liability company</b> 	<b>WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY, a public agency and a joint powers authority</b>
Tate Goss President	Jonathan Ingram Chairman
	<b>APPROVAL AS TO FORM:</b>  Best Best & Krieger LLP

## Project Map



## AGUA MANSA COMMERCE PARK

**JURUPA VALLEY, CA**

### CONCEPTUAL LOT CONFIGURATION

1. 姓名	2. 性别	3. 年龄	4. 职业
5. 学历	6. 婚姻状况	7. 收入	8. 支出
9. 资产	10. 负债	11. 净资产	12. 总资产
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## 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 &amp; 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