

Regional Conservation Authority

**Consideration and Possible Approval of Contract with
Environmental Careers Organization**

Staff Contact:

**Ron Rempel, General Manager
(951) 955-2852**

Background:

The Environmental Careers Organization (ECO) is the country's leading environmental careers development organization. ECO's mission is to protect and enhance the environment through the development of diverse leaders through internships with government agencies, non-profit and private organizations. ECO has placed over 8,500 highly qualified individuals since its inception.

Currently the RCA has a contract with ECO to provide GIS support for the monitoring program for the next six months. This contract with ECO would provide field biologists to assist with the implementation of the biological monitoring program and additional GIS support. Each ECO Associate has to be approved prior to their assignment to the program. The ECO Associate receives a stipend ranging from \$30,000-35,000 annually depending on assignment and qualifications. This ECO contract will provide flexibility for hiring field personnel for the monitoring program and covers the time period from March 1, 2005 through June 30, 2006. The contract provides for maximum expenditure of \$325,000. The RCA budget for this fiscal year included \$800,000 to support the monitoring program. The fund source is the tipping fees (\$1.5 million), line II of the budget report. The RCA General Counsel is preparing the documents to transfer these funds from a County account to a RCA account.

Proposed Action: Authorize the RCA Executive Director to execute a contract with ECO in substantially the form of the attached contract.

Staff Recommendation:

Authorize the RCA Executive Director to execute a contract with ECO in substantially the form of the attached contract.

Attachment:

1. ECO Contract
2. Attachment 1 of ECO Contract

Associate: [Various Associates](#)

AGREEMENT

The Environmental Careers Organization, Inc.

THIS AGREEMENT ("Agreement"), made and entered into between The Environmental Careers Organization Inc., hereinafter called "ECO", a Massachusetts corporation and the Western Riverside County Regional Conservation Authority, hereinafter called the "Contractor."

WHEREAS, ECO desires to promote professional development through assignment of an ECO Associate on a short-term basis with agencies, organizations and corporations and,

WHEREAS, the Contractor has projects to complete and believes that it can provide a reasonable learning situation for such individuals based on the terms and conditions hereinafter set forth,

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, ECO and the Contractor agree as follows:

1. TERM:

- The term of this Agreement shall be from 3/1/05 to 6/30/06. This Agreement is not valid before or after the dates above, nor will the ECO Associate commence work for the Contractor until this document is fully executed by all parties.

2. DUTIES OF CONTRACTOR:

- The Contractor agrees to accept various interns as ECO Associates for projects during the term of this Agreement. The qualifications of the proposed ECO Associates shall be submitted to the Contractor. The Contractor shall approve in writing all acceptable ECO Associates, as determined in the Contractor's sole discretion, prior to commencement of work.
- The Contractor (or the Contractor's Designee) agrees to be the on site supervisor of the ECO Associate in the performance of his/her day to day duties relating to the designated project for the term set forth in Section 1 of this Agreement.
- In addition to supervising the ECO Associates, the Contractor must provide, at the Contractor's expense, the same safety training, safety supervision, safety monitoring and appropriate protective equipment which would be provided to full time employees of the Contractor performing similar tasks.
- The Contractor agrees to reimburse ECO Associates for reasonable out-of-pocket work related expenses, such as for project related travel and materials, when such expenses are required for the satisfactory completion of the project, are properly supported by receipts, meet the criteria of the Contractor and have been approved by the Contractor.

3. DUTIES OF ECO

- ECO agrees to pay ECO Associates on a bi-weekly basis for the number of hours approved by the Contractor and submitted to ECO on a standard timesheet. Overtime is calculated in accordance with the laws of the state in which the associate works.

4. COST

- The billing rate for each ECO Associate shall be determined, pursuant to the schedule in Attachment 1 to this Agreement, when the potential position has been identified (“Cost”). Each project will have authorized funding, approved by the Contractor, before the ECO Associate is to begin work. Included in Cost is the actual stipend cost, fringe benefits, placement costs (placement, contract administration and career orientation), indirect costs, and a management fee. Funding for each ECO Associate will be available prior to the associate beginning the project. The maximum payable under this Agreement is \$325,000.

5. PAYMENT BY CONTRACTOR

- The Contractor will be invoiced monthly based on the approved timesheets of the ECO Associates. Each timesheet signed by the Contractor authorizes payment for those hours and Contractor shall reimburse ECO upon receipt of an invoice. Approved invoices shall be paid within 45 days of receipt. Payments are to be sent to the address on the invoice, which is as follows: The Environmental Careers Organization, PO Box 845215, Boston, MA 02284-5215.

6. SCHEDULED END DATE

- A Budget Calculation Sheet in the form attached hereto as Exhibit 1 (the “Form”) shall be completed by ECO for each individual ECO Associate, and shall specify the start and end dates for that particular ECO Associate. ECO Associates are not authorized to work beyond their scheduled end date. If the project is extended or an ECO Associate takes a leave of absence and wishes to continue working beyond his/her scheduled end date, ECO shall modify the Form to update the change in end date. In the event that the authorized funds for this position are exhausted prior to the scheduled end date, the ECO Associate will cease work as of the date the funds are exhausted.

7. INSURANCE

- During the performance of services pursuant to this Agreement, ECO shall provide Worker's Compensation insurance which meets the requirements of the state in which the ECO Associate is assigned.
- ECO shall maintain General Liability coverage with limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, and Automobile Liability coverage with limits of \$1,000,000 per occurrence and aggregate (“Insurance”). The Contractor and its elected officials, officers, employees, agents and volunteers shall be added to ECO’s policy as additional insureds with respect to this Agreement. The Insurance shall be primary insurance as respects the Contractor, its elected officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor’s scheduled underlying

coverage. Any insurance maintained by Contractor and its elected officials, officers, employees, agents and volunteers shall be excess of the Insurance and shall not be called upon to contribute in any way. The Insurance shall be endorsed to state that coverage shall not be cancelled except after thirty (30) days prior written notice by U.S. Mail to Contractor. Any deductibles and self-insurance retentions must be declared to and approved by the Contractor.

- No ECO Associate shall begin work under this Agreement until proof of the Insurance in a form satisfactory to the Contractor, with the required additional insureds and endorsements, has been provided to the Contractor. ECO shall maintain the Insurance, with the required additional insureds and endorsements, for the duration of the Agreement.

8. TERMINATION

- Without waving other rights it may have, ECO reserves the right to recall the ECO Associate in the event of failure by the Contractor to perform any of its obligations herein. Contractor may terminate this Agreement at any time, with or without cause. The Contractor agrees to give ten (10) days advance notice prior to termination of this Agreement. If Contractor elects to terminate, the ECO Associate shall cease all work on the project, and any amount due from the Contractor as set forth in Section 4 shall be adjusted accordingly. Any payments made by Contractor in excess of that required shall be refunded to Contractor within 45 days of termination. If said notice is accompanied by the Contractor's election to have work continued by an alternate ECO Associate (or no such election accompanies said notice), ECO shall make reasonable efforts to refer other candidates to the Contractor to fill the unexpired term of the contract. ECO shall make reasonable efforts to refer other candidates to the Contractor if the ECO Associate for any other reason fails to complete the term. ECO shall have no liability to the Contractor for unsatisfactory work performed by the ECO Associate.

9. INDEMNIFICATION

- ECO shall defend, indemnify and hold Contractor, 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, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent acts, omissions or willful misconduct of ECO, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the ECO Associates or this Agreement

10. ACKNOWLEDGEMENT

- For a period of one (1) year following an ECO Associate's end date, if the Contractor directly publishes any work that the ECO Associate was involved in producing, the publication shall include, when appropriate, acknowledgment of the participation of ECO and proper credit to said ECO Associate. Any publication shall be at the sole discretion of the Contractor.

11. REFERRAL OF CANDIDATES

- Candidates for projects will be referred without regard to race, age, religion, national origin, sexual orientation, political or union affiliation, marital status, or sex. Physical or mental disabilities will be considered only as they may relate to bona fide job requirements.

12. RIGHT TO AMENDMENTS

- No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by both parties.

13. NOTICES

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

Contractor: (insert contact name and address)

ECO: (insert contact name and address)

Such notice shall be deemed made when personally delivered or forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. 📧

14. ENTIRE AGREEMENT

This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

15. NO ASSIGNMENT

The parties shall not assign or transfer (whether voluntary or involuntary) this Agreement in whole or in part, without the written consent of the other party. Any attempt to transfer this Agreement without such consent shall be void and without effect.

16. GOVERNING LAW

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

17. ATTORNEY'S FEES

If either party commences an action against the other party, arising out of or in connection with this Agreement, the prevailing party in such action shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

SIGNATURES

Western Riverside County
Regional Conservation Authority

(Print Name and Title)
Executive Director

(Date)

(Signature) The Environmental Careers Organization
Contracts Manager

Melissa Parsons

(Print Name)

(Date)

Regional Conservation Authority**Introduction of Resolution No. 05-01 Amending Bylaws
related to Stakeholder Advisory Committee****Staff Contact:****Best Best & Krieger LLP
(951) 686-1450****Background:**

The Authority has adopted Bylaws establishing a variety of standing committees. Under the existing Bylaws, the Stakeholder Advisory Committee is charged with reviewing implementation plans and performing such other duties as directed by the Board. In order to comply with the settlement reached with the Property Owners Association, it is necessary to change the name of the Stakeholders Advisory Committee to the "Implementation and Administration Guidelines Committee." This change will bring the bylaws into conformance with the terms of that settlement.

In addition, the Bylaws currently provide that the Committee can have up to fifteen (15) members. Staff is requesting that the maximum be increased to sixteen (16) members in order to provide broader representation on the Committee. The purposes of the Committee and the eligible members of the Committee have not been changed.

Because this is a Bylaws amendment, notice of the bylaws amendment must be provided to each of the regular members of the Authority at least four weeks prior to the Board adopting the change. The Bylaws permit notice to be provided by placing the item on a Board meeting agenda, as has been done by this item. Thus, the changes may be approved at the Authority's March Board meeting.

Recommendation:

Review Resolution No. 05-01 and schedule for approval at the Authority's March Board meeting.

Attachment:

Resolution 05-01

RESOLUTION NO. 05-01

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
WESTERN RIVERSIDE COUNTY REGIONAL
CONSERVATION AUTHORITY AMENDING ITS BYLAWS
TO CHANGE THE NAME OF THE STAKEHOLDER
ADVISORY COMMITTEE TO THE IMPLEMENTATION
AND ADMINISTRATION GUIDELINES COMMITTEE**

WHEREAS, the Western Riverside County Regional Conservation Authority (“Authority”) is a public agency of the State of California formed by a Joint Exercise of Powers Agreement (“Agreement”); and

WHEREAS, pursuant to Section 19 of the Agreement, the Authority has the power to adopt such rules and regulations as the Board may deem necessary for the conduct of the Authority’s affairs; and

WHEREAS, the Authority has adopted Bylaws and the Authority has determined that it is necessary at this time to revise the Authority’s Bylaws.

WHEREAS, notice of this change to the Bylaws has been provided as required in the Bylaws.

NOW, THEREFORE, the Western Riverside County Regional Conservation Authority hereby resolves to amend its Bylaws as follows:

Article IX, Section A, Section 4 of the Authority’s Bylaws is amended to change the name of the Stakeholder Advisory Committee to the Implementation and Administration Guidelines Committee, as follows:

“4. Implementation and Administration Guidelines Committee. The Implementation and Administration Guidelines Committee shall be appointed by the Chairperson and ratified by the Board. The Committee shall be composed of up to sixteen (16) members, whose members shall be drawn from the following:

- 1) groups representing property owners affected by the MSHCP;
- 2) government agencies within Riverside County;
- 3) groups representing environmental interests implicated by the MSHCP; and

4) other stakeholders.

“Committee members shall not be permitted to appoint alternates. The Committee shall meet when requested to do so by the Chairperson or Board. Reasonable efforts shall be made to hold committee meetings a minimum of twice yearly. The Implementation and Administration Guidelines Committee shall review implementation plans and perform such other duties as directed by the Board.”

PASSED AND ADOPTED at the regular meeting of the Board of Directors at the Western Riverside County Regional Conservation Authority held this ____ day of _____ , 2005.

By: _____
Robin Lowe, Chairman
Western Riverside County
Regional Conservation Authority

ATTEST:

By: _____
Honey Bernas, Clerk
Western Riverside County
Regional Conservation Authority

January 27, 2005

Ron Rempel
Regional Conservation Authority
4080 Lemon Street, 12th Floor
Riverside, CA 92501

Dear Mr. Rempel:

The City of Murrieta is submitting the attached notice of a Criteria Refinement for the Winchester 700 project to the Regional Conservation Authority (RCA) for its review and comment. The project proposes to implement a residential subdivision originally approved in June 2002 by Riverside County as a portion of the Murrieta Springs Specific Plan (SP 309). Winchester 700 wishes to increase the development area and the number of single-family lots from that allowed by the previously approved project, Tentative Tract Map 29707. The development area includes lands that are entirely identified as habitat resource area in the MSHCP. The applicant for the project proposes to dedicate replacement habitat area of equal or greater value in a different criteria area (Core 7) that is located several miles east of the project site (Core 2).

The implications of the proposal go well beyond the City of Murrieta. Riverside County is currently obligated to construct a bridge across Clinton Keith Road that is part of the MSHCP strategy for the preservation of the Quino checkspot butterfly. This developer is proposing a 3:1 replacement of acreage, which could potentially account for the conservation that would be achieved with the bridge.

The challenge before the City of Murrieta, the RCA, and other agencies and interested parties is to determine the merits of the proposal. The MSHCP process for Criteria Refinements is one that has not been used previously and is therefore only beginning to be fully appreciated. We understand that there may be additional information that will be required as the review and comment period progresses. It is the desire of the City of Murrieta to have the refinement process conclude with a project that is of benefit to the entire community of Southwest Riverside County. If at the end of the 60-day review and comment period (as required by the MSHCP) there is a continuing need for additional information or discussion, it is the intent of the City of Murrieta to extend the review and

comment period. We would also be pleased to return to the RCA at the end of the review and comment period to update you regarding the status of the project.

Respectfully,

Jack McGee
Interim Community Development Director

Cc: Lori Moss, City Manager
Jack van Haaster, Mayor
Kelly Seyarto, Mayor Pro-Tem
Douglas McAllister, City Councilmember
Warnie Enochs, City Councilmember
Dick Osterling, City Councilmember



60-DAY NOTICE OF PROPOSED CRITERIA REFINEMENT

Western Riverside County Multiple Species Habitat Conservation Plan

The City of Murrieta (“City”) has initiated the processing of a proposed Criteria Refinement under the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) at the request of development applicant, Winchester 700, LLC. Enclosed is a copy of the Winchester 700 Criteria Refinement Process Report dated December 23, 2004 (the “Report”), which Report is incorporated into this notice by reference.

The Report includes the project description, appropriate maps, required by Section 6.5 of the MSHCP, and supporting evidence for the findings listed below. A copy of the Report also may be reviewed at the Planning Department offices at 26442 Beckman Court, Murrieta, CA 92563 on Monday – Friday from 8:00 - 5:00 p.m.

Findings:

1. The City of Murrieta is sponsoring the criteria refinement in conjunction with the processing of a application for a private development project within the Plan Area, which includes a Tentative Tract Map;
2. The developer has provided new information to the City in support of their assertion that the criteria refinement may be appropriate based on new biological information obtained through site-specific studies;
3. The Report states that a criteria refinement may be appropriate because updated land use information demonstrates conservation at an alternative site would provide biologically equivalent or superior conservation;
4. The Report asserts that the criteria refinement benefits the Covered Species because it provides for greater assurance of long-term viability of the species, in that the proposed Criteria Refinement recognizes the constraints in reserve assembly, edge effects and obligations for active management in MSHCP Proposed Core 2 and proposes alternative conservation that improves Proposed Core 7 by significantly reducing preserve fragmentation within one of the largest contiguous blocks of habitat in the MSHCP and providing greater assurance of regional habitat acquisition and management;
5. The Report was written to be consistent with the MSHCP policies and species conservation goals;
6. The Criteria Refinement proposes alternative conservation that is within the Criteria Area; and
7. The applicant asserts that the criteria refinement provides for greater conservation value and is proposing replacement acreage at a 3:1 ratio for the MSHCP Conservation Area.

Pursuant to Sections 6.5 and 6.6.2 of the MSHCP, this notice constitutes written notification to the Wildlife Agencies, Regional Conservation Authority (RCA), other affected Permittees and affected property owners of the proposed Criteria Refinement. This notice also initiates the start of the 60-day review and response period pursuant to the MSHCP.

The process outlined in Sections 6.5 and 6.6.2 provides that in the event there is disagreement regarding the proposed Criteria Refinement, the RCA staff shall hold a meeting with the affected parties within 30 days of the close of the 60-day review and response period. In the event the parties are unable to resolve the disputed issues, the matter may be appealed to the RCA Board of Directors for a final determination at a noticed public hearing.

Comments to the proposed Criteria Refinement must be submitted in writing on or before April 7, 2005. Comments may be sent via mail to Greg Smith, Planning Department, City of Murrieta, 26442 Beckman Court, Murrieta, CA 92563, or via email to gsmith@murrieta.org.

Regional Conservation Authority

Monthly Financial Report

Staff Contact:

**Ron Rempel, RCA General Manager
(951) 955-2852**

Background:

See attached monthly financial reports.

Staff Recommendation:

Receive and file

Attachments:

1. Expense and Revenue Report
2. RCA Net MSHCP Mitigation Fee Collections by Member Agency

Regional Conservation Authority

Upcoming Washington, D.C., Trip

Staff Contact:

**Ron Rempel, General Manager
(951) 955-2852**

Background:

The NCCP Partnership group has planned a trip to Washington, D.C., to meet with legislators and executive branch members. The NCCP Partnership Group is the former Five County Funding Group which has been very successful in lobbying for funds to develop plans and acquire lands. The group includes environmental, development, and local government representatives and coordination support for the group's activities is provided by The Nature Conservancy. Local government representatives from San Diego, Orange, Riverside and Los Angeles Counties participate. This year's efforts will focus on earmarking funds for land acquisition and monitoring and increased commitment by the Fish and Wildlife Service regarding management of lands within the various preserve areas in Southern California. The RCA's representatives would be Robin Lowe and Ron Rempel. The estimated cost for the trip would be \$2,000 per attendee or \$4,000 for two representatives. The RCA budget included approximately \$50,000 for travel to Washington, D.C.

Staff Recommendation:

Recommend approval.

Attachments:

None