

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA 544**



FROM: Economic Development Agency **SUBMITTAL DATE:** June 19, 2003

SUBJECT: APPROVAL OF MEMORANDUM OF UNDERSTANDING FOR INTERIM MANAGEMENT OF WESTERN RIVERSIDE COUNTY MSHCP WILDLIFE HABITAT PROPERTIES (First, Second, Third, and Fifth Districts)

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Approve the attached Memorandum of Understanding (MOU) between the County of Riverside and the Riverside County Regional Park and Open Space District for Interim Management of Wildlife Habitat Properties Acquired for the Western Riverside County MSHCP; and
- 2) Authorize the Assistant County Executive Officer/EDA Director and Park District General Manager to take all actions necessary to administer the MOU in accordance with its terms and conditions.

BACKGROUND: As authorized by your Board, the County Economic Development Agency (EDA) is negotiating the acquisition of open space and wildlife habitat properties to support the conservation provisions of the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP). (Continue to next page)

Bradley J. Hudson

Bradley J. Hudson
Assistant County Executive Officer/EDA

Paul Frandsen

Paul Frandsen, General Manager
Regional Park & Open-Space District

BJH:RZ:BB:sj: F:\Shared\RealProperty\Real Property\MSHCP\PARKS MOU.frm11.doc

FINANCIAL DATA:

CURRENT YEAR COST: \$ 25,000
NET COUNTY COST: \$0
BUDGET ADJUSTMENT: No
COMPANION ITEM ON BOARD OF DIRECTORS PARK DISTRICT AGENDA: YES
SOURCE OF FUNDS: Habitat Environmental Mitigation Fund (Fund No. 22451)

ANNUAL COST: \$25,000
IN CURRENT YEAR BUDGET: YES (FY03/04)
FOR FY: 03/04

C.E.O. RECOMMENDATIONS:

APPROVE

County Executive Officer Signature: *Brinda King*

Department Recommendation: Consent Policy
Per Executive Office: Consent Policy

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SUBJECT: APPROVAL OF MEMORANDUM OF UNDERSTANDING FOR INTERIM MANAGEMENT OF WESTERN RIVERSIDE COUNTY MSHCP WILDLIFE HABITAT PROPERTIES (First, Second, Third, and Fifth Districts)

Background Cont'd:

An entity will be selected to manage County-owned habitat properties pursuant to the provisions of the MSHCP upon formation of the Regional Conservation Authority (RCA). Since it will be some time before the RCA is formed and prepared to contract with a management entity, it is essential to provide interim management services in order to protect the biological resources upon which the conservation assurances of the MSHCP depend. At this time, the County has acquired or otherwise conserved approximately 4,166 acres of wildlife habitat property for the MSHCP. An additional 2,347 acres are in escrow, bringing the total conservation area to 6,513 acres.

Representatives of EDA, the Regional Park and Open Space District (Park District), and the Executive Office have met with the TLMA Director to jointly develop the attached MOU. All agreed that interim management of MSHCP properties should be focused on regular patrol and trash removal, control of trespass and illegal dumping, and weed abatement as required by applicable State law and County ordinances. Salient provisions of the MOU include the following:

1. All MSHCP habitat properties will be evaluated by the Park District, which will meet with EDA, the Executive Office, and the TLMA Director to determine the types of interim management services to be provided as needs dictate for each property;
2. Park District open space management personnel previously approved by your Board will provide interim management services. The Assistant CEO/EDA Director will administer the Agreement on behalf of the County, and the General Manager will act as administrator for the Park District;
3. An initial budget of \$25,000 will be established for Fiscal Year 2003-04 to finance materials, supplies, and services directly related to the management of MSHCP properties. That budget will be re-evaluated on a quarterly basis by EDA and the Park District in consultation with the Executive Office and the TLMA Director as management experience is amassed and additional MSHCP conservation properties are acquired. Supplemental funding requests may be submitted to your Board in the future if necessitated by increased conservation acreage or other factors;
4. With the approval of the Board of Supervisors and Park District Board of Directors, either party upon provision of thirty days written notice may terminate the MOU. Neither party may assign its interest in the MOU without the approval of the Board of Supervisors and Park District Board of Directors.

County Counsel has reviewed the attached MOU and approves its contents as to form.

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
COUNTY OF RIVERSIDE AND THE RIVERSIDE COUNTY REGIONAL
PARK AND OPEN-SPACE DISTRICT
FOR INTERIM MANAGEMENT OF WILDLIFE HABITAT PROPERTIES
ACQUIRED FOR THE WESTERN RIVERSIDE COUNTY MULTIPLE SPECIES
HABITAT CONSERVATION PLAN**

This Agreement is made this _____ day of _____ 2003, between the County of Riverside hereinafter referred to as "County", and the Riverside County Regional Park and Open-Space District, hereinafter referred to as "Park District":

Witness

WHEREAS, the Riverside County Board of Supervisors has directed the purchase or required the dedication of certain properties located in western Riverside County to support wildlife habitat conservation provisions of the Western Riverside County Multiple Species Habitat Conservation Plan, hereinafter referred to as "MSHCP"; and

WHEREAS, the Riverside County Board of Supervisors has directed the Riverside County Economic Development Agency, hereinafter referred to as "EDA", on behalf of the County to negotiate and purchase or otherwise assure the conservation of these properties for the MSHCP, and

WHEREAS, EDA is continuing to acquire other lands for the MSHCP as available funding permits; and

WHEREAS, until such time as the MSHCP participants select a management entity, the wildlife habitat properties acquired by the County for the MSHCP require interim management in order to assure the preservation of their biological resources upon which the conservation provisions of the MSHCP depend; and

WHEREAS, the Park District possesses the experience and qualified personnel required to provide interim management services for MSHCP wildlife habitat properties; and

WHEREAS, the Board of Supervisors has provided funding to the Park District for a Park Ranger II, a Park Maintenance Worker, and supplies to perform the management activities on habitat acquired for the MSHCP.

NOW, THEREFORE, County and the Park District agree as follows:

1. Designation of MSHCP Wildlife Habitat Properties Subject to Interim Management

The County will maintain responsibility for acquiring MSHCP wildlife habitat properties and will consult with the Park District in the designation of lands that will receive interim habitat management services under this MOU.

2. Determination of Interim Habitat Management Services

The precise nature of interim habitat management services to be provided by the Park District for MSHCP wildlife habitat properties will be determined by the County and the Park District in consultation with the Transportation & Land Management (TLMA) Director on a case-by-case basis as needs dictate. Such determinations will be based upon Park District field assessments of each property. The types of interim management services to be provided by the Park District may include, but may not be limited to, the following: regular patrol; installation and maintenance of signs, and if deemed appropriate by the County and the Park District, fencing, gates, and other access controls; trash removal; weed abatement as required by applicable State law and County ordinances; enforcement of applicable rules and regulations adopted by the Riverside County Board of Supervisors concerning trespass, shooting, dumping, and trail use; coordination with property owners located adjacent to MSHCP wildlife properties. If deemed necessary and appropriate by the County and Park District, biological assessments and Geographic Information Systems mapping of natural resources also may be provided.

3. Survey Markers

Prior to the Park District's assumption of interim management responsibility for all MSHCP wildlife habitat property subject to this Agreement, the County will ensure that permanent and readily visible survey markers are placed in locations that allow easy identification of property boundaries.

4. Procurement of Materials, Supplies, and Professional Services Required for Interim Habitat Management Activities

The Park District will procure all materials and supplies required for the provision of interim habitat management services. In the event that the County and the Park District jointly agree on the need for professional services for one or more MSHCP wildlife habitat properties, the Park District will procure such services and will assume responsibility for managing all associated contracts.

5. Administration of the MOU

The Assistant County Executive Officer/EDA Director will administer this MOU on behalf of the County. The Park District General Manager will administer this MOU on behalf of the Park District.

6. Initial Budget for Interim MSHCP Habitat Management Services

Upon the execution of this MOU by both parties, the County will remit to the Park District the sum of twenty-five thousand dollars (\$25,000). That amount will constitute the initial budget for the provision of interim MSHCP habitat management services provided pursuant to this MOU.

7. Evaluation and Revision of Initial Budget

The County and Park District anticipate that the amount of MSHCP habitat land to receive interim management services under this MOU will increase over time as additional lands are acquired or otherwise conserved for the MSHCP by EDA. Accordingly, the County and Park District will evaluate the status of the initial budget on a quarterly basis for the purpose of assessing the adequacy of remaining funding for interim management services. The quarterly evaluations will be based upon financial reports to be provided by the Park District to the County. Such quarterly reports will contain an itemized accounting of all Park District expenses related to the provision of interim MSHCP habitat management services, including current overhead rates.

In the event that the County and Park District agree that additional funding is required for the provision of interim management services, the parties will submit a joint request for such funding to the Board of Supervisors and Park District Board of Directors. All interim management funding approved by the Board of Supervisors and Park District Board of Directors will be promptly remitted by the County to the Park District for the provision of services.

8. Term of Agreement

This Agreement will become effective on the date of its execution by the County and the Park District and will continue in effect until terminated pursuant to the provisions of Section 9 herein.

9. Termination

The County and the Park District each shall have the right to terminate this Agreement for convenience with the provision of thirty (30) days written notice to the other party, provided that the Board of Supervisors and Park District Board of Directors have approved such termination.

10. Assignment

Neither the County nor the Park District may assign its interest in the MOU without the approval of the Board of Supervisors and Park District Board of Directors.

IN WITNESS WHEREOF, the County and the Park District have caused this Agreement to be executed the day and year first above written.

Attest:

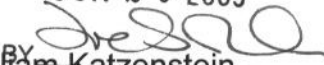
COUNTY OF RIVERSIDE

Nancy Romero
Clerk of the Board of Supervisors

By _____
John Tavaglione
Chairman, Board of Supervisors

FORM APPROVED
Approved as to form

JUN 20 2003

BY 
William Katzenstein
ASSISTANT COUNTY COUNSEL
County Counsel

Attest:

RIVERSIDE COUNTY REGIONAL
PARK AND OPEN-SPACE DISTRICT

Nancy Romero
Clerk of the Board of Supervisors

By _____
James Venable, Chairman
Riverside County Regional
Park and Open-Space
District Board of Directors

Att-377-MOU for Interim Plan
for Wildlife Habitat Properties for
WRCMSHCP