



**SUBMITTAL TO THE BOARD OF DIRECTORS
RIVERSIDE COUNTY REGIONAL PARK
AND OPEN-SPACE DISTRICT
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM
13.1
(ID # 5729)

MEETING DATE:

Tuesday, November 14, 2017

FROM : REGIONAL PARK & OPEN SPACE DISTRICT:

SUBJECT: REGIONAL PARK AND OPEN-SPACE DISTRICT: Approve Agreement No. 169767 for Southwestern Riverside County Multi-Species Reserve Management between the Metropolitan Water District of Southern California and the Riverside County Regional Park and Open-Space District; [\$0]

RECOMMENDED MOTION: That the Board of Directors:

1. Ratify and approve Agreement No. 169767 for Southwestern Riverside County Multi-Species Reserve Management between the Metropolitan Water District of Southern California and the Riverside County Regional Park and Open-Space District and authorize the Chairman of the Board to execute the same on behalf of the Regional Park and Open-Space District; and
2. Instruct the Clerk of the Board to return 4 copies to the Park District for further processing.

ACTION: Policy

Scott Bangle, Director, General Manager / Park Director 11/1/2017

MINUTES OF THE BOARD OF DIRECTORS

On motion of Director Tavaglione, seconded by Director Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
 Nays: None
 Absent: None
 Date: November 14, 2017
 xc: Parks

Kecia Harper-Ihem
 Clerk of the Board
 By Deputy

**SUBMITTAL TO THE BOARD OF DIRECTORS RIVERSIDE COUNTY REGIONAL PARK
AND OPEN-SPACE DISTRICT
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS:			Budget Adjustment:	No
			For Fiscal Year:	17/18

BACKGROUND:

Summary:

On January 15, 1995, the Riverside County Regional Park and Open-Space District (District) entered into consulting service Agreement No. 4632 (Agreement) with Metropolitan Water District of Southern California (MWD) to provide management services for the Multi-Species Reserve (Reserve), which is located in southwestern Riverside County near MWD's Diamond Valley Lake and Lake Skinner. The Reserve was established under a Multi-Species Habitat Conservation Plan (MSHCP, dated October 1992) for the benefit of wildlife and sensitive species in the area, and its activities are directed by the Reserve Management Committee (RMC), which is comprised of representatives from the District, MWD, U.S. Fish and Wildlife Service, California Department of Fish and Wildlife, and Riverside County Habitat Conservation Agency. These Agencies have entered into a Cooperative Management Agreement (CMA) which assists in guiding decisions on a regular basis.

Pursuant to the CMA, MWD is the Reserve's appointed Resource Director and administers all contracts affecting the Reserve. This Agreement is a reimbursement-based consulting services agreement wherein the District is reimbursed for actual costs incurred according to an approved annual budget and work plan.

Since the effective date of this original Agreement, seven (7) additional amendments have been executed to clarify and expand upon scope, compensation, and administrative items. Due to the complexity of the Agreement and its amendments, and in order to revise certain administrative elements to comply with current District and MWD policies, the parties desire to amend and replace the existing Agreement and amendments with a new Agreement to be effective through the original Agreement's duration through June 30, 2020.

Impact on Citizens and Businesses:

This new agreement will ensure continued operations of the Reserve which benefits improves water quality, air quality, increases biodiversity and habitat protection.

SUPPLEMENTAL:

**SUBMITTAL TO THE BOARD OF DIRECTORS RIVERSIDE COUNTY REGIONAL PARK
AND OPEN-SPACE DISTRICT
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

Additional Fiscal Information

Contract History and Price Reasonableness

This new Agreement will not affect existing budgeted expenditures, which will be reimbursed in full as they are incurred.

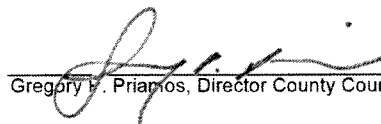
Expenditures related to this Agreement for the past ten (10) fiscal years are as follows:

FY08-09 \$289,339
FY09-10 \$248,648
FY10-11 \$362,795
FY11-12 \$329,895
FY12-13 \$298,780
FY13-14 \$284,572
FY14-15 \$360,839
FY15-16 \$265,053
FY16-17 \$216,466
FY17-18 Budget \$399,881

ATTACHMENTS:

Agreement NO. 169767 for Southwestern Riverside County Multi-Species Reserve Management


Nehini Laska, Principal Management Analyst 11/6/2017


Gregory V. Priamos, Director County Counsel 11/11/2017

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY
to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

AGREEMENT NO. 169767

FOR SOUTHWESTERN RIVERSIDE COUNTY MULTI-SPECIES RESERVE MANAGEMENT

This Agreement is between THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, a public agency of the State of California, organized and existing under The Metropolitan Water District Act of the State of California, hereinafter referred to as Metropolitan, and RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT, a special district created pursuant to the California Public Resources Code Division 5, Chapter 3, Article 3, hereinafter referred to as RivCo Parks.

Explanatory Recitals

A. Metropolitan is a public agency of the State of California engaged in transporting, storing, and distributing water in the counties of Los Angeles, Orange, Riverside, San Diego, San Bernardino, and Ventura, within the State of California.

B. Metropolitan, U.S. Fish and Wildlife Service, California Department of Fish and Wildlife, Riverside County Regional Park and Open-Space District, and Riverside County Habitat Conservation Agency have established the Southwestern Riverside County Multi-Species Reserve (Reserve) located in southwestern Riverside County near Metropolitan's Diamond Valley Lake and Lake Skinner pursuant to a Cooperative Management Agreement (CMA, dated October 1992) and their representatives comprise the Reserve Management Committee (RMC). The Reserve is established under a Multi-Species Habitat Conservation Plan (MSHCP, dated October 1992) for the benefit of wildlife and sensitive species in the area.

C. The RMC is responsible for the management of the Reserve and the natural resources contained therein. Pursuant to the CMA, Metropolitan is appointed the Resource Director and is authorized to enter into and administer all contracts affecting the Reserve, including contracts with consultants and service providers approved by the RMC.

D. Metropolitan is utilizing the services of RivCo Parks to provide Reserve management services pursuant to the CMA and MSHCP. This Agreement ("Agreement") provides
Riverside County Regional Park and Open-Space District Agreement No. 169767

the terms and conditions under which RivCo Parks agrees to perform management services pursuant to the CMA and MSHCP. This Agreement supersedes and replaces Metropolitan Agreement No. 4632 (dated January 1995) with RivCo Parks. Upon execution of this Agreement, Agreement No. 4632 shall be automatically terminated.

Terms of Agreement

1. Scope of Work

a. Metropolitan hereby retains RivCo Parks to provide Metropolitan the services described in detail in the Scope of Work attached hereto as Exhibit A.

b. All services will be ordered, and as necessary further defined, through the issuance of written Task Orders. All Task Orders must be completed and signed by RivCo Parks and the Agreement Administrator prior to proceeding with services. Task Orders may be negotiated with a not-to-exceed amount or as fixed-price and may include milestones or project deliverables which on completion shall be subject to Agreement Administrator review and acceptance. Subcontractors will be identified on the Task Orders. Prior to utilizing subcontractors, a copy of subcontractor fee schedules must be submitted and approved by the Agreement Administrator as part of the Task Order. A sample Task Order form is attached hereto as Exhibit B.

c. Staff and subcontractors that will provide services will be mutually agreed upon between Metropolitan and RivCo Parks and identified in Task Orders. Replacement or substitute staff and subcontractors will be mutually agreed upon between Metropolitan and RivCo Parks.

2. Time and Term

This Agreement is in effect from July 1, 2017 through June 30, 2020, subject to earlier termination pursuant to Article 25 of this Agreement.

3. Agreement Administrators

a. In performing services under this Agreement, RivCo Parks shall coordinate all contact with Metropolitan through Metropolitan's Agreement Administrator. For purposes of Riverside County Regional Park and Open-Space District

Agreement No. 169767

this Agreement, Metropolitan designates DIANE DOESSERICH as the Agreement Administrator. Metropolitan reserves the right to change this designation upon written notice to RivCo Parks.

b. The acceptability of all services performed for this Agreement shall be determined by Metropolitan's Agreement Administrator. To the extent not otherwise established in the Task Orders, Metropolitan's Agreement Administrator will establish the scope of services, timetable for completion of services, and any due dates for preliminary work or reports submitted to Metropolitan.

c. In utilizing the services under this Agreement, Metropolitan shall coordinate all contact with RivCo Parks through RivCo Parks' Agreement Administrator. For purposes of this Agreement, RivCo Parks designates Brande Hune, its Chief of Business Operations, as the Agreement Administrator. RivCo Parks reserves the right to change this designation upon written notice to Metropolitan.

4. Independent Contractor

RivCo Parks agrees to furnish consulting services in the capacity of an independent contractor and neither RivCo Parks nor any of its employees shall be considered to be an employee or agent of Metropolitan.

5. Subcontractors

a. RivCo Parks may, with the written approval and authorization of Metropolitan in Task Orders, contract for services with subcontractors.

b. RivCo Parks shall be responsible to Metropolitan for all services to be performed under this Agreement. RivCo Parks shall be liable and accountable for any and all payments or other compensation to all subcontractors performing services under this Agreement. Metropolitan shall not be liable for any payment or other compensation for any subcontractors.

c. RivCo Parks' contracts with subcontractors shall require subcontractor to maintain Workers' Compensation and Automobile Liability insurance as required by the State of California and include the following articles: Intellectual Property, Nonuse of Intellectual Property of Third Parties, Audit, and Equal Employment Opportunity and Affirmative Action as

set forth in this Agreement.

d. As applicable, RivCo Parks' use of subcontractors shall adhere to the requirements of Metropolitan's Business Outreach Program as provided herein.

6. Compensation

a. For the services performed and the costs incurred by RivCo Parks under this Agreement, and with approval of Metropolitan's Agreement Administrator, Metropolitan will compensate RivCo Parks in accordance with approved Task Orders. The Task Orders may be amended or revised as approved by the Agreement Administrators.

i. All material, equipment and items purchased under the contract and reimbursed with endowment funds shall be the property of Metropolitan.

b. Metropolitan will only pay RivCo Parks' expenses to the extent identified in approved Task Orders. No payment will be made for expenses or other charges not included in approved Task Orders.

c. Metropolitan shall not be liable for, and RivCo Parks acknowledges and agrees, that any costs or expenses for which RivCo Parks seeks reimbursement from Metropolitan under this Agreement shall be payable only from the funds administered by Metropolitan pursuant to the Cooperative Management Agreement of the Southwestern Riverside County Multi-Species Habitat Conservation Plan, and Metropolitan's other funds shall not be available or subject to use for payments under this Agreement.

d. Where travel expenses are allowable, RivCo Parks shall adhere to the Allowable Travel Expenses guidelines as set forth in Exhibit C, attached hereto

e. In addition to direct costs, Metropolitan will reimburse the RivCo Parks for administrative overhead costs. Reimbursement shall be a percentage of labor and direct costs, excluding vehicle mileage reimbursement according to the following schedule:

<u>Fiscal Year</u>	<u>% of Labor & Direct Costs</u>
FY 2017-2018	10.0%
FY 2018-2019	12.5%
FY 2020 & forward	15.0%

f. Any work proposed to be done on the reserve but funded by grants or
Riverside County Regional Park and Open-Space District

other sources must be presented to the RMC for consideration and approval prior to the District committing to such work. Approved additional work must adhere to the parameters of this Cooperative Agreement.

7. Maximum Amount

The maximum amount payable per fiscal year under the terms of this Agreement will not exceed \$500,000. RivCo Parks shall promptly notify Metropolitan, in writing, when fees and expenses incurred under this Agreement have reached \$320,000 per agreement year. RivCo Parks shall concurrently inform Metropolitan of RivCo Parks' estimate of total expenditures required to complete its current assignments, and when the remaining work would exceed the maximum amount payable, shall await direction from Metropolitan before proceeding with further work.

8. Billings and Payments

a. RivCo Parks shall submit a monthly invoice to Metropolitan's Accounts Payable Section, whose email address is AccountsPayableBusiness@mwdh2o.com, and provide one electronic copy to Metropolitan's Agreement Administrator, Diane Doesserich, at ddoesserich@mwdh2o.com and Gail Naylor at gnaylor@mwdh2o.com. Any RivCo Parks address change must be submitted in writing to Metropolitan's Professional Services Contracting Team, at AgreementAddressChange@mwdh2o.com. Without proper notification of an address change, RivCo Parks' invoice payment may be delayed. A sample invoice is attached hereto as Exhibit D.

b. The individual listed in the agreement as RivCo Parks' Agreement Administrator or other identified designee shall sign and certify the invoice to be true and correct to the best of his/her knowledge. RivCo Parks' invoices shall include the following information:

i. RivCo Parks' name and mailing address, Metropolitan's project name and agreement number, Task Order number, the beginning and ending billing dates, the maximum amount payable, a summary of costs for the current invoice, amount due for this invoice, and cumulative total amount previously invoiced.

c. RivCo Parks staff and subcontractors shall submit timesheet summaries

with their monthly invoices for all labor rates for the Agreement Administrator's approval. The format and content of the invoices will be agreed upon between RivCo Parks and Metropolitan prior to the execution of the Task Orders.

d. Those invoices with RivCo Parks and subcontractor labor charges shall be itemized by date of service, employee name, title/classification, corresponding labor rate, number of hours worked, description of work performed, total amount due for labor charges and shall include the following affirmation:

"By signing this invoice, RivCo Parks certifies that the billing hours and work described herein is an accurate and correct record of services performed for Metropolitan under this Agreement and these hours have not been billed on any other client invoices."

i. Invoices shall itemize allowable expenses and include receipts for which reimbursement is sought. Attached receipts should itemize each cost and provide descriptive information so that expenses are separately identified.

ii. RivCo Parks shall attach a copy of each subcontractor invoice for which reimbursement is sought. Subcontractor's invoices shall set forth the actual rates and expenses charged to the RivCo Parks.

e. Multiple Task Orders may be billed on a single invoice; however, the charges and supporting documentation (receipts) shall be separately identified to the appropriate Task Order.

f. Subject to the approval of Metropolitan's Agreement Administrator, Metropolitan shall make payment to RivCo Parks 45 days after receipt of the invoice. RivCo Parks' shall invoice Metropolitan monthly. Metropolitan has no obligation to pay invoices submitted more than ninety (90) days after completion of work under approved Task Orders.

9. Business Outreach Program

It is the policy of Metropolitan Water District to solicit participation in the performance of all construction, professional services, procurement contracts, supplies, and equipment procured by Metropolitan by all individuals and businesses, including but not limited to small businesses, locally owned businesses, women, minorities, disabled veterans, and

economically disadvantaged enterprises. In performing services under this Agreement, RivCo Parks shall endeavor to further this policy whenever practicable.

10. Successors and Assignment

This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, RivCo Parks shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without Metropolitan's written consent.

11. Use of Materials

a. Metropolitan will make available to RivCo Parks such materials from its files as may be required by RivCo Parks to perform services under this Agreement. Such materials shall remain the property of Metropolitan while in RivCo Parks' possession. Upon termination of this Agreement and payment of outstanding invoices of RivCo Parks, or completion of work under this Agreement, RivCo Parks shall turn over to Metropolitan any property of Metropolitan or the RMC in its possession, and all work products such as any calculations, notes, data, reports, surveys, maps, GIS files, emails, memos, electronic files, or other materials and documents prepared by RivCo Parks and/or its consultants, contractors or affiliated researchers in the course of performing the services under this Agreement. All requested work products shall be turned over to Metropolitan within 30 days of the request.

b. Metropolitan may utilize any material prepared or utilize work performed by RivCo Parks pursuant to this Agreement in any manner, which Metropolitan deems proper without additional compensation to RivCo Parks. RivCo Parks shall have no responsibility or liability for any revisions, changes, or corrections made by Metropolitan, or any use or reuse pursuant to this paragraph unless RivCo Parks accepts such responsibility in writing.

12. Intellectual Property

a. All right, title and interest in all intellectual property conceived or developed in the course of RivCo Parks' work for Metropolitan under this Agreement shall be the property of Metropolitan. As used herein, the term "intellectual property" includes, but is not limited to, all inventions, patents, copyrightable subject matter, copyrights, test data, trade secrets, other confidential information and software.

b. RivCo Parks shall not use or disclose any intellectual property conceived or developed in the course of RivCo Parks' work for Metropolitan, except: (i) intellectual property in the public domain through no fault of RivCo Parks, (ii) intellectual property which RivCo Parks can prove was received by him or her from a third party owing no duty to Metropolitan, and (iii) intellectual property for which RivCo Parks has received express, written permission from the General Counsel for Metropolitan, or from the General Counsel's designated agent, or is authorized or required to use or disclose under the terms of this Agreement.

c. RivCo Parks shall promptly notify Metropolitan, in writing, of all intellectual property conceived or developed in the course of RivCo Parks' work for Metropolitan under this Agreement.

d. RivCo Parks shall assign and does hereby assign to Metropolitan all right, title and interest to intellectual property conceived or developed by RivCo Parks in the course of RivCo Parks' past and future work for Metropolitan.

e. RivCo Parks shall cooperate in the execution of all documents necessary to perfect Metropolitan's right to intellectual property under this Agreement.

f. When requested by Metropolitan, or upon the completion of each work assignment or upon termination of this Agreement, RivCo Parks shall return all documents and other tangible media containing intellectual property developed by RivCo Parks during the course of this Agreement, including all prototypes and computer programs.

g. When requested by Metropolitan or upon termination of this Agreement RivCo Parks shall promptly erase copies of all Metropolitan intellectual property from RivCo Parks' computers.

13. Nonuse of Intellectual Property of Third Parties

RivCo Parks shall not use, disclose or copy any intellectual property of any third parties in connection with work carried out under this Agreement, except for intellectual property for which RivCo Parks has a license. RivCo Parks shall indemnify and hold Metropolitan harmless against all claims raised against Metropolitan based upon allegations that RivCo Parks

has wrongfully used intellectual property of others in performing work for Metropolitan, or that Metropolitan has wrongfully used intellectual property developed by RivCo Parks pursuant to this Agreement.

14. Legal Requirements

RivCo Parks shall secure and maintain all licenses or permits required by law and shall comply with all ordinances, laws, orders, rules, and regulations pertaining to the work.

15. Guarantee and Warranty

a. RivCo Parks guarantees and warrants that the work shall be performed and completed in accordance with generally accepted industry standards, practices, and principles applicable to the work. Among other things, and without waiver of Metropolitan's other rights or remedies, Metropolitan may require RivCo Parks to re-perform any of said services which were not performed in accordance with these standards. RivCo Parks shall perform the remedial services at its sole expense.

b. Metropolitan's representatives shall at all times have access to the work for purposes of inspecting same and determining that the work is being performed in accordance with the terms of this Agreement.

16. Access to Metropolitan Premises

a. As used in this section "Metropolitan Premises" means real property, improvements and fixtures owned by Metropolitan. Due to security and safety concerns, RivCo Parks shall verify that all persons employed or engaged by it or its subcontractors to work without escort on Metropolitan's premises are eligible for employment under all state and federal laws; have no pending criminal proceedings and have had no criminal convictions for the past seven (7) years, or if not, prove to Metropolitan's satisfaction including but not limited to providing an affidavit that the individual does not pose a security risk; and has been consistently employed for the past five (5) years with no major unexplained gaps in employment. Additionally, RivCo Parks shall verify that all persons employed or engaged by RivCo Parks or its subcontractors who drive or operate machinery requiring specialized permits or licenses on Metropolitan's premises have a valid license to do so. RivCo Parks shall maintain in its files criminal and employment

background checks and all other documents supporting its verification of the above requirements and shall, upon Metropolitan's request, provide copies of or access to all such records.

b. For each person scheduled to work on Metropolitan's premises, RivCo Parks shall submit to Metropolitan the name and written verification of the above requirements at least 10 work days prior to the first proposed work start date on Metropolitan's premises, or as mutually agreed upon between Metropolitan and RivCo Parks. RivCo Parks or subcontractor personnel requiring access to Metropolitan premises shall be prepared to present the following information to Metropolitan's security personnel:

i. Federal or State issued photo identification such as California Driver's License or Passport. Matricula I.D.'s are not acceptable.

ii. Employee identification indicating that the individual(s) seeking access is/are current employee(s) of RivCo Parks or RivCo Parks' subcontractor performing services under the terms of this Agreement.

c. When circumstances require that RivCo Parks or subcontractor personnel be issued an access badge to areas within Metropolitan's facility, Security will generate a badge available for pickup at the guard station by the individual(s) requiring access. Said individual(s) shall be prepared to leave a valid picture identification with Security in exchange for receipt of the access badge. As a condition of leaving the premises, said individual(s) shall return the access badge to Security in order to receive the provided identification.

d. Upon Metropolitan's notice, RivCo Parks shall bar from Metropolitan's premises any RivCo Parks or subcontractor employee who, in the opinion of Metropolitan, is incompetent, disorderly, violates safety requirements, poses a security risk, or otherwise threatens to disrupt the work or Metropolitan's operations.

17. Indemnity

a. RivCo Parks assumes all risk of injury to its employees, agents, contractors, and subcontractors, including loss or damage to property.

b. RivCo Parks shall defend, indemnify, and hold harmless Metropolitan, its

Board of Directors, officers, employees, and agents from and against all claims, suits, or causes of action for injury to any person or damage, including injury or damage occurring during the course and scope of employment, and to any person or property arising out of, pertaining to, or related to RivCo Parks' negligence, recklessness or willful misconduct in the performance of this Agreement, including any claims, suits, or causes of action by any employee of RivCo Parks and/or subcontractors relating to his or her employment status with Metropolitan and/or rights to employment benefits from Metropolitan.

18. Insurance

a. RivCo Parks shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the RivCo Parks, his agents, representatives, or employees.

b. RivCo Parks shall sustain proof of insurance coverage or equivalent program of self-insurance by providing a certificate of insurance.

c. Minimum Scope of Insurance Coverage shall be at least as broad as:

i. Insurance Services Office Commercial Liability coverage (occurrence Form CG0001).

ii. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1, (any auto).

iii. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

d. Minimum Limits of Insurance RivCo Parks shall maintain limits no less than:

i. General Liability: Including operations, products and completed operations as applicable, \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project or location, or the general aggregate limit shall be twice the required occurrence limit.

ii. Automobile Liability: \$1,000,000 per accident for bodily injury and
Riverside County Regional Park and Agreement No. 169767
Open-Space District

property damage.

iii. Workers' Compensation: Shall be furnished in accordance with statutory requirements of the State of California and shall include Employer's Liability coverage of \$1,000,000 per accident for bodily injury or disease.

e. Verification of Coverage: RivCo Parks shall furnish Metropolitan with original certificates effecting coverage required by this clause. The certificates are to be received and approved by Metropolitan prior to the commencement of work.

i. For any claims related to this project, the RivCo Parks' self-insurance coverage shall be primary insurance as respect to Metropolitan, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by Metropolitan, its officers, officials, employees or agents shall be excess of the RivCo Parks' insurance and shall not contribute with it.

ii. Each insurance policy required by this clause shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to Metropolitan.

iii. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

f. Other Endorsements and Insurance Provisions

i. All rights of subrogation under the property insurance policy (if the policy is required) have been waived against Metropolitan.

ii. If General Liability, Pollution and/or any Asbestos Pollution Liability and/or professional liability or Errors & Omissions coverage are written on a claims-made form:

1) The "Retro Date" must be shown, and must be before the date of the contract or the beginning of contract work.

2) Insurance must be maintained for at least five (5) years

after completion of the contract work. On Metropolitan's request, RivCo Parks shall provide evidence of insurance verifying that coverage is/was in effect during said five-year period.

3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" prior to the contract effective date, the RivCo Parks must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

4) A copy of the claims reporting requirements must be submitted to Metropolitan for review if requested.

iv. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance.

19. Audit

a. RivCo Parks shall be responsible for ensuring the accuracy and propriety of all billings and shall maintain all supporting documentation for the period specified below.

b. Metropolitan will have the right to audit RivCo Parks' invoices and all supporting documentation for purposes of compliance with this Agreement during the term of this Agreement and for a period of three years following completion of services under this Agreement.

c. Upon reasonable notice from Metropolitan, RivCo Parks shall cooperate fully with any audit of its billings conducted by Metropolitan and shall permit access to its books, records and accounts as may be necessary to conduct such audits.

20. Equal Employment Opportunity, Affirmative Action, and Notification of Employee Rights Under the NLRA

Metropolitan is an equal opportunity employer and a federal contractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a), and 41 CFR 60-741.5(a) and that these regulations are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. These regulations

require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status, or disability. The parties additionally agree that, as applicable, they will abide by the written affirmative action program requirements of 41 CFR 60-1.40, 41 CFR 60-300.40, and 41 CFR 60-741.40. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws. The parties further agree that, as applicable, they will abide by the requirements of Federal Acquisition Regulation Clauses 52.222-26 (Equal Opportunity), 52.222-35 (Equal Opportunity for Veterans), 52.222-36 (Affirmative Action for Workers with Disabilities), and 52.222-40 (Notification of Employee Rights Under the National Labor Relations Act) and that these regulations are incorporated herein by reference. RivCo Parks agrees to submit to Metropolitan evidence of compliance with this article, as applicable, within 30 days of a request.

21. Prohibited Relationships with Sanctioned Countries and Persons

RivCo Parks represents and warrants that both 1) RivCo Parks, and 2) to RivCo Parks' knowledge, its directors, officers, employees, subsidiaries and subcontractors, are not engaged in any business transactions or other activities prohibited by any laws, regulations or executive orders relating to terrorism, trade embargoes or money laundering ("Anti-Terrorism Laws"), including Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (the "Executive Order"), the Patriot Act, and the regulations administered by the Office of Foreign Assets Control ("OFAC") of the U.S. Department of Treasury, including those parties named on OFAC's Specially Designated Nationals and Blocked Persons List. RivCo Parks is in compliance with the regulations administered by OFAC and any other Anti-Terrorism Laws, including the Executive Order and the Patriot Act. In the event of any violation of this section, Metropolitan shall be entitled to immediately terminate this Agreement and take such other actions as are permitted or required to be taken under law or in equity.

22. Conflict of Interest and Gift Restrictions

a. RivCo Parks represents that it has advised Metropolitan in writing prior to the date of signing of this Agreement of any known relationships with a third party,

Metropolitan's Board of Directors, or employees which would (1) present a conflict of interest with the rendering of services under this Agreement, (2) prevent RivCo Parks from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

b. RivCo Parks agrees not to accept any employment during the term of this Agreement from any other person, firm or corporation where such employment is a conflict of interest or where such employment is likely to lead to a conflict of interest between Metropolitan's interest and the interests of such person, firm or corporation or any other third party. RivCo Parks shall immediately inform Metropolitan, throughout the term of this Agreement, if any employment contemplated may develop into a conflict of interest, or potential conflict of interest.

c. RivCo Parks is hereby notified that Sections 7130 and 7131 of Metropolitan's Administrative Code, the California Political Reform Act ("PRA") and regulations of the Fair Political Practices Commission ("FPPC") prohibit Metropolitan Board members, officers and employees from receiving or agreeing to receive, directly or indirectly, any compensation, reward or gift from any source except from his or her appointing authority or employer, for any action related to the conduct of Metropolitan's business, except as specifically provided in the Administrative Code Sections 7130 and 7131, the PRA and FPPC regulations. RivCo Parks agrees not to provide any prohibited compensation, reward or gift to any Metropolitan Board member, officer or employee.

23. Release of Information

RivCo Parks shall not make public information releases or otherwise publish any information ("Information") obtained or produced by it as a result of, or in connection with, the performance of services under this Agreement without the prior written authorization from the Agreement Administrator. RivCo Parks is a public agency subject to the California Public Records Act and other laws where disclosure of information is mandatory. A disclosure by RivCo Parks of such Information to the extent required by any state or federal law shall not be considered a breach of this Agreement, provided when RivCo Parks is so compelled promptly provides Metropolitan with prior notice of such compelled disclosure (to the extent legally permitted) and provides reasonable cooperation if the

Metropolitan wishes to contest the disclosure. This provision survives the termination of this Agreement until such time the statute of limitations shall run for any such claims.

24. Use of Metropolitan's Name

RivCo Parks shall not publish or use any advertising, sales promotion, or publicity in matters relating to services, equipment, products, reports, and material furnished by RivCo Parks in which Metropolitan's name is used, or its identity implied without the Agreement Administrator's prior written approval. This provision survives the termination of this Agreement until such time the statute of limitations period shall have run for any such claims.

25. Termination

Metropolitan or RivCo Parks may terminate this Agreement with or without cause by providing written notice to the other Party not less than ten (10) days prior to an effective termination date. Metropolitan's only obligation to RivCo Parks in the event of termination will be payment of fees and expenses incurred in conformity with this Agreement up to and including the effective date of termination.

26. Force Majeure Events

a. Excuse to Performance: In addition to specific provisions of the Agreement, lack of performance by any Party shall not be deemed to be a breach of this Agreement, where delays or defaults are due to acts of God, or the elements, casualty, strikes, lockouts, or other labor disturbances, acts of the public enemy, orders or inaction of any kind from the government of the United States, the State of California, or any other governmental, military or civil authority (other than Metropolitan, or another party to this Agreement), war, insurrections, riots, epidemics, landslides, lightning, droughts, floods, fires, earthquakes, civil disturbances, freight embargoes, or any other inability of any Party, whether similar or dissimilar to those enumerated or otherwise, which are not within the control of the Party claiming such inability or disability, which such Party could not have avoided by exercising due diligence and care and with respect to which such Party shall use all reasonable efforts that are practically available to it in order to correct such condition (such conditions being herein referred to as "Force Majeure Events").

b. Responding to Force Majeure Events: The Parties agree that in the event of a Force Majeure Event which substantially interferes with the implementation of this Agreement, the Parties will use their good faith efforts to negotiate an interim or permanent modification to this Agreement which responds to the Force Majeure Event and maintains the principles pursuant to which this Agreement was executed.

27. Notices

Any notice or communication given under this Agreement shall be effective when deposited, postage prepaid, with the United States Postal Service and addressed to the contracting parties as follows:

Metropolitan Water District
of Southern California
Post Office Box 54153
Los Angeles, CA 90054-0153
Attention: Diane Doesserich

Riverside County Regional Park and
Open-Space District
4600 Crestmore Road
Jurupa Valley, CA 92509
Attention: Brande Hune

Either party may change the address to which notice or communication is to be sent by providing advance written notice to the other party.

28. Severability

If any provision of this Agreement shall be held illegal, invalid, or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid, and enforceable, and the legality, validity, and enforceability of the remaining provisions shall not be affected thereby.

29. Jurisdiction and Venue

This Agreement shall be deemed a contract under the laws of the State of California and for all purposes shall be interpreted in accordance with such laws. Both parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that the proper venue of any action brought thereunder is and shall be Los Angeles County, California.

30. Waiver

No delay or failure by either party to exercise or enforce at any time any right or
Riverside County Regional Park and
Open-Space District

Agreement No. 169767

provision of this Agreement shall be considered a waiver thereof or of such party's right thereafter to exercise or enforce each and every right and provision of this Agreement. A waiver to be valid shall be in writing but need not be supported by consideration. No single waiver shall constitute a continuing or subsequent waiver.

31. Entire Agreement

a. This writing contains the entire agreement of the parties relating to the subject matter hereof; and the parties have made no agreements, representations, or warranties either written or oral relating to the subject matter hereof which are not set forth herein. Except as provided herein, this Agreement may not be modified or altered without formal amendment thereto.

b. Notwithstanding the foregoing, and to realize the purpose of this Agreement, the Agreement Administrator may issue a written modification to the Scope of Work, if this modification will not require a change to any other term of this Agreement.

32. Joint Drafting

Both parties have participated in the drafting of this Agreement.

[Signature Provisions on the Following Page]

Signature Page

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date last written below.

ACCEPTED:

THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA

RIVERSIDE COUNTY REGIONAL PARK AND
OPEN-SPACE DISTRICT

Jeffrey Kightlinger
General Manager

By 
Kevin Jeffries
Chairman, Board of Directors

By 
Fidencio M. Maries, Assistant General Manager
Chief Administrative Officer

Date NOV 14 2017

Date 12-14-17

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By 
Deputy

Date NOV 14 2017

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

APPROVED AS TO FORM
Marcia L. Scully
General Counsel

By 
Synthia M. Gunzel
Supervising Deputy County Counsel

By 
Setha Schlang
Senior Deputy General Counsel

Date 11-14-17

Date 12/11/17

PL/169767/081817
Attachments

**Exhibit A – Scope of Work
Agreement No. 169767**

Land Management of the Southwestern Riverside County Multi-Species Reserve

This agreement provides for the Riverside County Regional Park and Open-Space District (RivCo Parks) to perform land management services for the Southwestern Riverside County Multi-Species Reserve (Reserve). These services are provided pursuant to the requirements of the *Multi-Species Habitat Conservation Plan for Southwestern Riverside County, California* (MSHCP, 1992), Cooperative Management Agreement (CMA, 1992) and other applicable agreements pertaining to management of Reserve lands, including applicable provisions of the *Stephens' Kangaroo Rat Habitat Conservation Plan* (SKR Plan, 1995). These services will fulfill the management goals and objectives outlined in the aforementioned documents and as described in the *Southwestern Riverside County Multi-Species Reserve Management Plan* (Management Plan). In the event of conflict, the provisions of the MSHCP and CMA will supersede the Management Plan.

The MSHCP identifies the goals and objectives of Reserve management. These are described in detail in the MSHCP and summarized as follows: (a) to cooperatively manage Reserve lands as a single ecological unit; (b) to manage the Reserve to promote quality and diversity of plant and animal communities; (c) to accommodate research; (d) without compromising management for habitat and species, to provide opportunities for teaching and interpretive activities, historical and cultural research and interpretation, and nature study and appreciation; and (e) without compromising management for habitat and species, to provide for low-impact recreational opportunities in areas deemed appropriate for such activities by the RMC.

The Management Plan elaborates on these MSHCP goals and objectives and describes more specific management goals, objectives and strategies, including detailed provisions for habitat management (Section 4.0, Habitat Management Program), fire and fuel management (Section 5.0, Fire and Fuels Management Plan; and Appendix 11, Wildfire Response Plan), and administration (Section 6.0, Administration, Data Collection and Reporting, and Funding). Subject to further development are management provisions for public access (Section 7.0, Public Access, Outreach, and Recreation; Appendix 8, Reserve Interpretive Program; and Appendix 12, Public Use Policy), and management based on appendices addressing research, mitigation banking, cultural resources management, oak tree restoration, invasive and non- native species management, interpretation, public access, species monitoring, road maintenance, and wildfire response.

Work under this contract will be performed under the following general provisions:

- RivCo Parks will prepare updates to the Management Plan that will be subject to RMC approval.
- RivCo Parks will prepare Annual Work Plans that will be subject to RMC approval. Annual Work Plans will include objectives, goals, strategies, priorities, and budgets for reasonably foreseeable management activities that will be implemented during the year.

- RivCo Parks will prepare Task Orders for focused management activities that will be subject to Metropolitan approval. Task Orders will be based on approved Annual Work Plans, and each Task Order will include scope, submittals, schedule, budget, and personnel specific to the task.
- Funds will be budgeted and expended in a manner consistent with accomplishing the objectives, goals, and strategies outlined in Annual Work Plans, and with focused management activities described in Task Orders.
- Work under this contract shall be performed to the satisfaction of Metropolitan and the RMC.
- All invoices for which reimbursements are requested from Metropolitan by RivCo Parks will be paid from the Reserve endowment, which is managed by Metropolitan in accordance with the CMA.

A. Update of the Management Plan – The Management Plan will be reviewed periodically for necessary or appropriate updates to achieve the management goals and objectives described in the MSHCP. Proposed updates will be subject to RMC review and approval.

B. Preparation and implementation of Annual Work Plans – Annual Work Plans will be prepared and implemented as follows:

1. Annual Work Plans will be prepared consistent with goals, objectives, and strategies described in the Management Plan, and will be subject to RMC review and approval.
2. Annual Work Plans will identify priorities for the use of Reserve resources (personnel, equipment, funds) that are anticipated to be available during the year.
3. Annual Work Plans will reflect, and include provisions for obtaining, all of the prescriptions and authorizations necessary to complete tasks and to support Metropolitan and RivCo Parks approval of Task Orders.
4. Annual Work Plans may be revised by RivCo Parks at any time during the year to reflect changing priorities or availability of resources, with revisions subject to the approval of the RMC.
5. Annual Work Plans will ensure comprehensive and coordinated management of the following general categories of activities that will occur in and for the Reserve:
 - (a) Adaptive management of habitats and species covered under the MSHCP;
 - (b) Security and patrol;
 - (c) Maintenance of roads, fences, gates, equipment, structures, etc.;
 - (d) Data collection and data/document management;
 - (e) Research;

- (f) Interpretation, education, and public outreach; and
- (g) Public access.

6. Annual Work Plans will ensure effective coordination and cooperation with the following entities:

- (a) Metropolitan for operation and maintenance of its facilities and property and for performance of other activities authorized under the CMA;
- (b) Third parties who have approved access rights as allowed by the CMA;
- (c) RCHCA for activities specific to management of SKR; and
- (d) Adjacent landowners, other land managers, and other organizations and individuals to the extent that those entities' activities may relate to Reserve management actions.

7. The Reserve Manager will provide quarterly management reports to the RMC that will include, but not necessarily be limited to, the following components:

- (a) The progress and funding status of Annual Work Plans and Task Orders;
- (b) Notable accomplishments or findings;
- (c) Issues of potential concern; and
- (d) Recommendations for modifications to the Management Plan, Annual Work Plan, tasks, budgets, or priorities.

C. Preparation and Implementation of Task Orders – Task Orders will be prepared and implemented as follows:

1. Task Orders will be prepared consistent with the goals, objectives, strategies, priorities, and available resources identified in Annual Work Plans.

2. Task Orders will be prepared by RivCo Parks and will be subject to approval by Metropolitan.

3. Task Orders will identify, but not necessarily be limited to, the following information:

- (a) A brief scope of work;
- (b) Start and end dates, with important milestones if applicable;
- (c) Cost estimates and itemization of anticipated expenditures (labor, materials, equipment);
- (d) Fee schedules for sub-consultants;
- (e) Deliverables; and
- (f) Allowable distribution of work products.

4. Task Orders may be prepared at any time during the year and may be revised at any time during work, subject to agreement by RivCo Parks and Metropolitan.

D. Use of funds under this Agreement – Funds will be utilized under this contract as follows:

1. Services for which RivCo Parks seeks reimbursement under this contract will be reimbursed by the Reserve endowment account that is managed by Metropolitan; no other Metropolitan funds will be used to reimburse for services performed under the contract.
2. Funds from other sources may be used to reimburse for services performed under the Agreement. In such cases, the amount of funds, source of funds, applicability to the task, and mechanism for reimbursement to RivCo Parks will be specified in approved Task Orders, and RivCo Parks agrees that Metropolitan will not be invoiced and endowment funds will not be utilized for those expenses. Examples include grants, RCHCA funds specific to SKR management, and funds for special projects coordinated with other agencies.
3. Funds will pay for targeted periods of time using RivCo Parks staff and/or contractors approved in Task Orders.
4. RivCo Parks will leverage funds for grant opportunities to acquire additional funds, where available, to maximize the amount of work that can be performed under this Agreement.
5. Funds will be used for approved labor, materials, and equipment to support approved management actions.
6. Annual budgets will be prepared “not to exceed” an agreed-upon amount that would be deemed necessary to meet the objectives, goals, and strategies described in Annual Work Plans.
7. RivCo Parks will provide the information described in the contract to support monthly invoices.

Exhibit B – Sample Task Order Form

TASK ORDER

Date: _____

Consultant: _____ **Agreement No:** _____

Project Name: _____

Task Number: _____ ***Work Order/Task Code No:** _____

Justification for Services:

Scope of Work:
(Attach Proposal)

Authorized Subcontractors: _____

Budget: \$ _____ **Duration:** _____

Work Products: _____
(Attach the Consultant's proposal and current summary of previously authorized work)

_____	_____
EPT Project Manager Approval	Date
_____	_____
Consultant Approval	Date
_____	_____
Sr. Administrative Analyst Approval	Date
_____	_____
Agreement Administrator Approval	Date
_____	_____
Team Manager, O&M Charges	Date

Original to Gail Naylor, copy to Consultant, copy to EPT Project Manager

Exhibit C – Allowable Travel and Other Expenses

Allowable Expenses

Reimbursement of expenses shall be in accordance with the current County of Riverside Board of Supervisors Policy D-1 Reimbursement for General Travel and Other Necessary Expenses,

Non-reimbursable Expenses

- Entertainment (i.e., “in-room” movies, alcoholic beverages, health clubs, and theater tickets)
- All expenses for non-business purposes
- Personal life or travel insurance
- Toll lane fees (with prior authorization and receipt)

Reserve Management Automobile Reimbursement

RivCo Parks will provide their own vehicles to utilize in the performance of Reserve management duties. Metropolitan will reimburse RivCo Parks for actual mileage driven at the IRS mileage rate in effect for the time period the mileage was incurred.

Metropolitan and RivCo Parks both acknowledge that previously, under Agreement No. 4632, Metropolitan reimbursed RivCo Parks for actual vehicle-related expenses as they were incurred for three vehicles that are still in use by RivCo Parks exclusively for this contract: #11-603 (2011 Ford 250), #10-608 (2010 Jeep Wrangler), and #03-364 (2003 Ford 150). This included the full purchase price of new vehicles, all fuel purchases, and expenses for repairs, maintenance, and fleet services administration. When comparing actual expenses reimbursed to date for these vehicles versus what the cost would have been using the IRS mileage reimbursement rate method, it was determined by RivCo Parks that Metropolitan paid approximately \$50,000 more under the actual cost reimbursement method.

In order to avoid asset ownership questions and complications because of this prepayment, Metropolitan and RivCo Parks agree that Metropolitan will release all claims of ownership of the three above-mentioned vehicles in exchange for a \$50,000 credit that may be applied against any future invoices as Metropolitan so chooses. The available balance of this credit shall be shown on each invoice until the credit has been fully applied.

Exhibit D – Sample Invoice

(LETTER HEAD)

Date: _____

Invoice No.: _____

SUMMARY OF WORK PERFORMED

Bill to: The Metropolitan Water District of Southern California
Attention: Accounts Payable
P.O. Box 54153
Los Angeles, California 90054-0153

Project: Agreement xxxxxx

Dates of Services: September 1, 2005 to September 30, 2005

SUMMARY OF WORK PERFORMED

Task T001 (XX-3)	On-Call consultation for General Biological Issues	\$0
Task T002 (XX-4)	Repairing Access to Project X	\$1,040.00
Task T003 (XX-5)	Endangered Species Act	0.00

INVOICE TOTAL **\$13,908.02**

Maximum Amount Payable Per Agreement: \$240,000

Amount Previously Billed

Balance of Maximum Amount Payable:

Signed and certified that all information
is appropriate and accurate

SAMPLE INVOICE DETAIL

(Example of Labor Charges by a Flat Hourly Rate)

Task Order No. On-Call Consultation for General Archaeological Issues

Agreement 50000 Invoice No.: 610-33

Invoice Period January 1 through January 31, 2015

DIRECT LABOR	DATE	RATE	HOURS	COST
Office Manager Bill Munch		71.80	14.5	
		71.80	5.0	
Principal Engineer Bruce Wise		107.40	10.0	
		107.40	5.0	
		107.40	2.0	
Engineer Paul Inches		95.40	9.0	
		51.60	2.0	
Technician John Tetan				
		35.90	6.0	
Office Susan Doe				

TOTAL

Sub-Consultant

DIRECT EXPENSES

Travel/Transportation

Mileage/Personal Vehicles (Include points of travel)	307.00
Air Travel (Include receipts)	0.00
Meals (Actual cost with receipts)	24.33
Lodging (Actual cost with receipts)	0.00

SUBTOTAL \$ 331.33

OTHER DIRECT COSTS

Outside Printing (Include receipt)	0.00
Rented Vehicles (Include rental agreement)	139.00
Rental Vehicle Fuel (Include receipt)	23.84
Leased/Rented Equipment (Include receipt)	0.00
Document Search (Include receipt)	56.11
Misc. Services (Describe item as listed in task order)	87.50

SUBTOTAL \$ 306.45

TOTAL TASK ORDER AMOUNT \$4,143.38

Exhibit E – ACORD Form

(RivCo Parks insurance certificate to be attached)