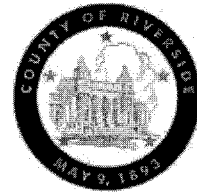


SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM
13.1
(ID # 9926)

MEETING DATE:
Tuesday, July 2, 2019

FROM : Regional Parks and Open Space District:

SUBJECT: REGIONAL PARK & OPEN-SPACE DISTRICT; Approval of Management Services Agreement for Land Management for the Louis Robidoux Nature Center between the Riverside County Regional Park and Open-Space District and the Inland Empire Resource Conservation District; District 2; CEQA Exempt;(\$0)

RECOMMENDED MOTION: That the Board of Directors:

1. Find that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301 – Existing Facilities; and
2. Approve the Management Services Agreement for Land Management for the Louis Robidoux Nature Center between the Riverside County Regional Park and Open Space District and Inland Empire Resource Conservation District; and
3. Authorize the Chairman of the Board to execute the Agreement on behalf of the District; and
4. Authorize the General Manager, or his designee, to take all actions necessary to administer the Agreement and execute future amendments to this agreement that do not substantively change its terms; and
5. Direct the Clerk of the Board to return four (4) copies of the Agreement to the District; and
6. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk within five (5) days of approval of this project.

ACTION:Policy

Scott Bangle, Director-General Manager / Park Director 5/16/2019

MINUTES OF THE BOARD OF DIRECTORS

On motion of Director Perez, seconded by Director Hewitt and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Perez and Hewitt
Nays: None
Absent: Spiegel and Washington
Date: July 2, 2019
xc: Parks, Recorder

Kecia Harper
Clerk of the Board
By:
Deputy

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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: None			Budget Adjustment:	No
			For Fiscal Year:	18/19

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Riverside County Regional Park and Open-Space District (District) owns and manages approximately 44 acres of land which includes open farmland, a nature center and pecan grove at the former Louis Robidoux Nature Center (LRNC). In the past the nature center was operated by the District interpretive division.

In 2017, when the District moved to no longer operate the LRNC, staff began looking for new potential lessees and/or other potential uses of the property. The determination was made that attracting an organization that could manage the properties, engage in the community, and attract educational and vocational programs would enhance the use of the properties and make the best use of the assets while maintaining public access.

A Request for Proposals (RFP) was developed and distributed through the local environmental and agricultural community seeking organizations that could manage the land, utilize the nature center, engage the community, and minimize the costs to the District associated with the properties. The request included operating the LRNC, maintaining the Sunnyside Slope Creek Trails and managing the pecan grove and open fields associated with the property.

The RFP process resulted in responses from two (2) reputable organizations. The Louis Robidoux Nature Center Consortium (Consortium) was selected as the most comprehensive proposal. The Consortium is a multi-county partnership comprised of the Inland Empire Resource Conservation District, San Bernardino Valley Municipal Water District, Orange County Water District, as well as non-profit partner entities. Over the past several months, District staff has been working with the Consortium to develop a Management Service Agreement for the property.

IMPACT ON CITIZENS AND BUSINESSES

The LRNC and the surrounding land is currently minimally managed. Active management of the land will create more recreational opportunities for local community members and bolster partnerships with several agencies of interest in the area. The LRNC, adjacent park

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and Sunnyside Slope Creek Channel have been a treasured local community resource. This Management Service Agreement with the Consortium provides an exciting opportunity to revitalize and enhance this property through the rehabilitation, restoration and re-invigoration of key historical elements on the site including the Nature Center, the pecan grove, the children's garden, interpretive signage, and the trails to and along the creek.

CALIFORNIA ENVIRONMENTAL QUALITY ACT

The project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301 – Existing Facilities. In addition to being an existing facility, the existing use of the property is to remain historically the same. The existing public facility will be leased with only minor exterior alterations.

ATTACHMENTS

Management Services Agreement
Annual Operating Plan & Report
Notice of Exemption


Rohini Dasika, Principal Management Analyst 6/24/2019


Gregory V. Priamos, Director County Counsel 6/20/2019

The Louis Rubidoux Nature Center (LRNC)

Work Plan and Timeline

The core partners collaborating on this response to the Louis Rubidoux Nature Center (LRNC) RFP represent both governmental and non-profit organizations with collective service areas covering the entirety of the Santa Ana River watershed. Together, these partners have developed a timeline and Work Plan for strategic short-term and long-term site improvements. The improvements would support a suite of community programming activities focused on reinstatement of the functional and value of the Center for the overall benefit of area residents, dependent species, and multiple site resources. The concepts developed are scheduled to be rolled out methodically in a manner consistent with and promoting the values identified in District programming which include accomplishing, connecting, elevating teamwork, innovating, providing outstanding service, encouraging networking, and above all else, focusing on site stewardship as the core objective of all on and off-site programming.

Community Participation	Stewardship/Volunteerism	Build Partnerships	Sustainable Practices	District Collaboration
✓	✓	✓	✓	✓

WORK PLAN FOCUS I: PROMOTION OF NEIGHBORHOOD/COMMUNITY PARTICIPATION

Proposal partners identified as leads on facilitation of Work Plan Focus I: Neighborhood/Community Engagement include the Inland Empire Resource Conservation District (IERCD), Huerta del Valle (HdV) and Sunshine Haven Wildlife Rehabilitation (SHWR), with the San Bernardino Valley Municipal Water District (SBVMWD) and Orange County Water District (OCWD) playing support roles. The core focus of this element of the Work Plan identifies strategic engagement of local and regional residents with key deliverables focused on (1) securing initial community buy-in via town hall meetings and supplemental youth classroom programming, (2) commitment to a specific timeline for site uplift to make resident-focused amenities available as soon as possible following transfer of management responsibilities and (3) maintaining a degree of flexibility in programming to allow for final design to maximize benefit to people and resources in the local community. These deliverables are captured in the following specific programming:

- *Work Plan Focus I, Deliverable I:* upon transfer of management responsibilities, the project partners tasked with Work Plan Focus I will facilitate Town Hall meetings open to the public and designed to elicit feedback to help focus scope of programming at LRNC. These town halls will be supplemented by facilitation of K-12 classroom programming by experienced IERCD educators and partners, focused on cultural/biological significance of LRNC with an emphasis on scheduled resident value programming. The Town Halls and K-12 programming are slated to reach individual populations within the local community to maximize understanding of resident benefit plans and timeline for LRNC, aligning actual program roll-out with resident awareness. Real-time updates to redesigned LRNC website will further support K-12 content and Town Hall discussions.
- *Work Plan Focus I, Deliverable II:* Partners have collaborated on a mutually-approved timeline for completion of major work necessary to make the site capable of welcoming and supporting resident use as quickly as possible following managerial duty transfer. Site priorities identified as critical for quick completion to allow for accelerated resident use are focused on education

center and support structure improvements, site-wide trail reestablishment and interpretive signage design and installation, and a significant grand opening community event within 18 months of managerial contract signing. Companion on-site educational activities, including workshops and field trips, are designed to introduce area residents to property improvements and upcoming programming and promote resident buy-in and site interest.

- *Work Plan Focus I, Deliverable III:* Finally, partners have identified diversity as well as flexibility as critical components of achievement of neighborhood/resident engagement section of the Work Plan. To that end, a suite of potential areas of programming has been identified, all of which are within the areas of expertise of lead Work Plan Focus I partners, and the scale of which will be subject to resident feedback and identified benefit. Potential programming to supplement major infrastructure uplift on the property has been identified as development of community gardening, regular farmer's markets, native demonstration gardens, and eventual recreation such as group camping on site.

WORK PLAN FOCUS II: PROMOTION OF STEWARDSHIP/VOLUNTEERISM

The promotion of stewardship and volunteerism at LRNC has been captured by the partnership in Work Plan Focus II goals, to be completed by all five core partners, and center around a combination of (1) educational exhibits and companion signage site-wide, (2) demonstration elements showcasing a variety of sustainability efforts, and (3) facilitation of annual stewardship events and regular opportunities for volunteer engagement.

- *Work Plan Focus II Deliverable I:* Promoting the idea of community stewardship will be the fundamental theme in the interior of the education building and throughout the site. This will be achieved via installation and use of interactive exhibits and activities in K-12 field trips, workshops, and open hours for resident use of the Center and grounds.
- *Work Plan Focus II, Deliverable II:* Deliverable II includes a significant role by IERCD, HdV, and SHWR staff, in programming to include incorporation of native and climate-appropriate landscaping areas, demonstration agriculture, and use of wildlife ambassadors respectively. Collectively these efforts are designed to consistently reinforce elements of community stewardship, sustainability, and opportunities for volunteerism.
- *Work Plan Focus II, Deliverable III:* facilitation of at least one annual Stewardship Festival to connect residents with site partners, supplemental partners, and regional sustainability-focused organizations capable of providing resources for further application of practices outside of LRNC. Regular volunteer engagement activities will range from large-group removal of site trash, trail maintenance and invasives removal/natives support, as well as focused specific projects completed by service groups such as local students working toward scouting status or completion of class projects.

WORK PLAN FOCUS III: INTENTION TO BUILD PARTNERSHIPS WITH OTHER GROUPS

In addition to efficient use of natural resources, site partners have identified sustainable use of organizational resources as critical for ongoing success at LRNC. All partners maintain a variety of formal relationships with many watershed stakeholders and have incorporated those partnerships into planned and future programming. Currently, the five-partner core group has developed a list of informal LRNC partners slated for activities in support of planned site programming, including federal, state, and local governments, conservation-focused non-profits, and community organizations maintaining missions based on volunteerism and community engagement. These partnerships and planned activities will

supplement ongoing restoration and conservation-focused work being facilitated in Sunnyslope Creek and along the Santa Ana River by site partners including the Orange County Water District (OCWD) and the San Bernardino Valley Municipal Water District.

WORK PLAN FOCUS IV: IMPLEMENT SUSTAINABLE PRACTICES ON SITE

The promotion of sustainable practices both at LRNC and within the community is among the highest of priorities of partners collaborating on this RFP submission. The partnership goals within Work Plan Focus IV are slated to include a combination of (1) sustainability of the historic pecan grove, (2) evolving partner projects showcasing site resource sustainability, and (3) companion education and outreach both in and outside of the LRNC property.

- *Work Plan Focus IV, Deliverable I:* development of a sustainable pecan grove management plan will be put into motion almost immediately upon management responsibility transfer, and will be focused on evolution of the grove to a smaller yet more functional element of the site in which promotes on-site education and outreach. Elements of the plan are focused on arborist assessment and recommendations, followed by strategic implementation to ultimately result in a healthy, functioning pecan grove assessed annually but otherwise supported by routine site maintenance.
- *Work Plan Focus IV, Deliverable II:* Resource sustainability will be a central theme in on-site partner programming and will be the focus of demonstration areas showcasing sustainable landscaping, agriculture, and adjacent riparian restoration and creek rehabilitation. Collectively these efforts are designed to consistently reinforce elements of sustainability on site as they apply to a range of programming encouraging wildlife protection, efficient irrigation, and food production for soil health. These demonstration areas will showcase sustainability through features such as sortable waste stations, grey water recycling, and solar paneling, among others.
- *Work Plan Focus IV, Deliverable III:* The concept of sustainability will repeat throughout exhibits and signage inviting residents increase understanding and employ personal practices that increase soil health, conserve water, support sustainable agriculture, use energy efficiently, and elevate protection of native species. These will be further captured in K-12 off-site educational programming and on-site field trips through inclusion of rotating partner activities to improve understanding of the principles of sustainability.

The following timeline is broken into major milestones for the project. All efforts would be made to meet or exceed the commitments according to this timeline.

- IERCD Board Approval to Lead Proposal and Sign Lease (July 2018)
- SBVMWD Board Approval to Partner of Project (July 17, 2018)
- Initiate and identify appropriate cooperative agreement between partners

- Negotiate Management Services Agreement with District (within 30 days)

- Utilities: Investigate and repair utilities for existing building, bathroom, trailer hookup, and exterior use.
- Bid solicitation and contractor selection for building rehabilitation services.
- Initiate improvements to the existing education center, bathrooms, outdoor storage sheds, and infrastructure.
- Develop Pecan Grove Management Plan
- Develop Site Master Plan Inclusive of Partner Needs
 - Include site remediation plan for non-building elements of property
 - Determine minimum needs and future capacity for additional infrastructure support and locations for greenhouses, wildlife rehabilitation, and full time permanent agriculture
 - Include a 5 year plan and a 20+ year plan
 - Town hall meeting(s) to rolling out timeline, site plan, anticipated programming for area residents
- Large-scale water establishment on site: work with adjacent landowners to develop site-wide conveyance plan
- Site Personnel: Post and hire Site Manager and Security Guard
- Continue creek enhancement including trash and invasive species treatment
- Initiate Opportunities and Constraints evaluation for Sunnyslope Creek Restoration with a focus on endangered species, water quality, wetland functions and services.
- Agriculture Site Plan (first 10 years) and initial site evaluation (percolation, soil organic matter, disturbance, etc.)
- Complete major safety elements of Pecan Grove Management Plan
- Partner presence initiates on site
- Begin planning and planting of interpretive gardens, trails, and signage.
- First annual presentation on LRNC accomplishments/scheduled deliverables for Riverside County BOS

- Design and initiation of initial classroom presentations to K-12 campuses in vicinity of LRNC
- Completion of grounds remediation process
- Soft Open House Onsite: Resident-focused open house with booths, interpretive trail programming, pecan grove grand opening; in-kind partner presence (non-core partners on site); giveaways
- Grand opening of property as Education Center and associated infrastructure improvements are completed
- Co-establishment of field station to support for use for SAS, USARHCP, IERCD mitigation work
- Install of demonstration agriculture and introduce livestock (fencing, soils, irrigation, ongoing animal care)
- Complete design and permitting for Sunnyslope Creek restoration and initiate installation (end 2020)
- Annual presentation on LRNC accomplishments/scheduled deliverables for Riverside County BOS
- Initiate annual Open House and Pecan Harvest Festival

- Ongoing educational presence in community, focused on connecting to site and stewardship theme
- On-Site Educational Programming for Residents including field trips and focused classes
- Begin Friends of Louis Rubidoux Nature Center Group
- Initiate farmers market in the pecan grove (frequency to be determined with community)
- Ongoing maintenance and monitoring of the creek restoration and pecan grove
- Annual presentation on LRNC accomplishments/scheduled deliverables for Riverside County BOS
- Annual Stewardship Events
- Annual Open House and Pecan Harvest Festival

- First annual LRNC On-Site Fundraiser
- Development of plan for next five years of LRNC Management
- Renew lease, evaluate longer lease time period

To: County Clerk Original Negative Declaration/Notice of Exemption
 County of: Riverside Determination was routed to County Clerk for posting on.
 2724 Gateway Drive
 Riverside, CA 92507

From: (Public Agency)
Riverside County Regional Parks & Open-Space District
 4600 Crestmore Road, Jurupa Valley, CA 92509

7/17/19 KG
 Date Initial

Project Title: Management Service Agreement of Louis Robidoux Nature Center

Project Applicant: Riverside County Regional Parks and Open-Space District

Project Location-Specific: 5370 Riverview Dr, Riverside, CA 92509

Project Location-City: Jurupa Valley

Project Location-County: Riverside

Description of Nature, Purpose and Beneficiaries of Project: Facility Lease of Farmland at Louis Robidoux Nature Center. Inland Empire Resource Conservation District (IERCD) has been selected for a lease agreement to manage a former District-operated Nature Center, along with a Pecan Grove and nature trail. IERCD programming will include community enrichment & education, land revitalization, creek restoration, sustainable agriculture, and wildlife rehabilitation

Name of Public Agency Approving Project: Riverside County Regional Parks & Open-Space

Name of Public Agency Carrying Out Project: Riverside County Regional Parks & Open-Space

Exempt Status: (check one):

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project 9Sec. 21080(b)(4); 15269 (b)(c));
- Categorical Exemption. State type and section number: 15301. Existing Facilities
- Statutory Exemptions. State code number:

Reasons why project is exempt:

15301. Existing Facilities: Leasing of existing public facility with minor exterior alterations. Existing use to remain the same.

Lead Agency Contact: Analicia Gomez, Senior Park Planner Phone Number: 951-955-6998

If Filed by Applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature: 

Date: 6/17/19 Title: Senior Park Planner

Signed by Lead Agency

Signed by Applicant

MANAGEMENT SERVICE AGREEMENT

for

LAND MANAGEMENT of LOUIS ROBIDOUX NATURE CENTER AND PECAN GROVE

Between

RIVERSIDE COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT

and

INLAND EMPIRE RESOURCE CONSERVATION DISTRICT



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This Management Services Agreement for Land Management ("Agreement" or "MSA"), has been made and entered into on this ___ day of June, 2019, by and between **INLAND EMPIRE RESOURCE CONSERVATION DISTRICT**, a special district, (herein referred to as "IERCD"), and the **RIVERSIDE COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT**, a special District, (herein referred to as "DISTRICT").

WHEREAS, the DISTRICT is the owner of that certain real property ("Property") situated in County of Riverside, California, commonly known as Louis Robidoux Nature Center and Pecan Grove located at 5370 Riverview Dr., Jurupa Valley, CA 92509 (APNs 186-240-003; 186-230-038; 186-230-040) and more particularly described in Exhibit "A", attached hereto and by this reference incorporated herein; and

WHEREAS, the PROPERTY has been vacant for several years and is not currently being utilized by the DISTRICT; and

WHEREAS, there is a significant cost to the DISTRICT associated with maintaining this PROPERTY free of blight and in a safe manner; and

WHEREAS, the DISTRICT desires to allow the PROPERTY to be utilized in a manner that benefits the community and decreases the costs and liability to the DISTRICT; and

WHEREAS, DISTRICT wishes to lease the Property to IERCD, together with all rights, privileges, and easements appurtenant to the Property; and

WHEREAS, IERCD wishes to utilize the PROPERTY to operate programs including community enrichment & education, land revitalization, creek restoration, sustainable agriculture, and wildlife rehabilitation; and

WHEREAS, the DISTRICT and IERCD agree that there is untapped potential use of the PROPERTY that can be utilized in a significant manner to meet organizational goals of both parties and enhance the local community;

NOW, THEREFORE, in consideration of the above Recitals, the obligations set forth below, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the DISTRICT and IERCD mutually agree as follows:

1. Description of Services

1.1 IERCD shall cause to be provided, directly or through third party agreements, and/or subleases, all services as outlined Exhibit "B" Scope of Work (the "Services"). IERCD shall prepare and submit annually, a minimum of 90 days prior to the anniversary date, one year after this Agreement is signed, the Annual Operational Plan and Report ("AOPR") inclusive of details described in Exhibit "C". The AOPR, once approved annually as described in Section 4.2, shall be included hereto and made part of this MSA. IERCD shall diligently work to provide all Services proposed and approved in the AOPR.

The PROPERTY, depicted in Exhibit "D", shall outline the areas covered under this Agreement, which shall be maintained and operated by IERCD per the standards set in the Scope of Work (Exhibit "B") and the AOPR. IERCD shall not provide partial delivery of services unless specifically stated in the Agreement.

1.2 IERCD represents that it possesses the ability, or has or will have contractual relationships with third party organizations (the "Consortium") that have the skills & ability, experience, and knowledge necessary to perform under this Agreement and the DISTRICT relies upon this representation. IERCD and the Consortium shall perform to the satisfaction of the DISTRICT as identified herein and in conformance to and consistent with industry standards of similar firms/professionals in the same discipline in the State of California, as it applies to the terms of this Agreement. If one of the members of the Consortium terminates its contractual relationship with IERCD, IERCD and the DISTRICT will negotiate in good faith to adjust the Services and AOPR to a level agreeable to both Parties. The Parties shall attempt to resolve any disagreement in the new level of Services and AOPR amicably at the working level. If that is not successful, the disagreement in the new level of Services and AOPR shall be referred to the senior management of the Parties. If the disagreement in the new level of Services and AOPR is not resolved by the Parties, then at that time the DISTRICT may exercise Section 5.1 to begin the process of terminating this Agreement and IERCD will follow the steps outlined in Section 5.2 to terminate the Agreement without any further liability.

1.3 IERCD affirms that it is fully apprised of all of the Services to be performed under this Agreement; and IERCD agrees it can properly perform these Services in accordance with this Agreement IERCD shall not perform Services or provide products to the DISTRICT outside of those listed in the Agreement, except as agreed upon by the parties and amended in writing.

1.4 Acceptance by the DISTRICT of IERCD performance under this Agreement does not operate as a release of IERCD's responsibility for full compliance with the terms of this Agreement.

1.5 IERCD shall be responsible for all costs associated with operating and maintaining the PROPERTY included in this Agreement as specified in Exhibit B including, but not limited to, repairs, maintenance, improvements, utilities, permits, licenses, security, etc.

2. Term Period of Performance

This Agreement shall be effective upon signature of this Agreement by both parties and continue in effect for five (5) year(s) with the option to renew for up to two (2) additional five-year periods for a total of fifteen (15) years, unless terminated earlier by a party in accordance with the terms of this Agreement. IERCD shall commence performance within ninety (90) days of execution of this Agreement by both parties and shall diligently and continuously perform thereafter. The DISTRICT's Board of Directors is the only authority that may obligate the DISTRICT for a non-cancelable multi-year agreement.

2.1 The Parties shall give the 90 days' notice before the expiration of the current term of this Agreement of its election to exercise an option to renew.

3. Compensation

3.1 The consideration to IERCD shall not be in the form of legal tender by the DISTRICT. IERCD shall perform services, provide products, or incur expenses in performance of this Agreement, in exchange for the provision of consideration to IERCD by way of use of PROPERTY owned by the DISTRICT as described in Exhibit "B" or as may be added by addendum in the future.

4. Alteration or Changes to the Agreement

4.1 The Board of Directors are the only authorized DISTRICT representatives who may at any time, by written order, alter this Agreement. If authorized by the Board of Directors, the General Manager, or his designee, may exercise the option to extend the term period pursuant to the terms of this Agreement and execute amendments to effect the term period extensions.

4.2 The General Manager for the DISTRICT shall be authorized to approve the AOPR submitted by IERCD annually and all other requests which pertain to the fulfillment of this Agreement per the Scope of Work.

4.3 The DISTRICT will give IERCD prior written notice of any additional delegation of authority to the General Manager.

5. Termination

5.1 DISTRICT may, upon ninety (90) days written notice terminate this Agreement for IERCD's default, if IERCD refuses or fails to comply with the terms of this Agreement, including those outlined in Exhibits "B" and "C", or fails to make progress that may endanger performance and does not immediately cure such failure as provided.

5.2 After receipt of notice of termination, IERCD shall:

Have 90 days from receiving the notice to either cure the default or contract to cure such default as soon as such contractor can perform such cure; and

Should IERCD fail to cure the default as provided herein, IERCD shall stop all Services under this Agreement on the date specified in the notice of termination; and

Transfer to DISTRICT and deliver in the manner reasonably directed by DISTRICT any materials, reports or other products, then in the possession of IERCD which, if the Agreement had been completed or continued, would have been required to be furnished to DISTRICT.

IERCD, its' assignees, subcontractors, or suppliers shall retain the right and ownership of all non-capital improvements and such ownership shall transfer to the DISTRICT and or their future assigns until such time that the improvements can be removed or costs thereof be recuperated by the party financially entitled for such improvements.

5.3 IERCD may, upon six (6) months written notice, terminate this Agreement for any reason. IERCD will utilize this time to attempt to transfer responsibilities to an acceptable party, approved and designated by the DISTRICT.

5.4 IERCD's rights under this Agreement shall terminate upon dishonesty or a willful or material breach of this Agreement by IERCD; or in the event of IERCD's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement.

5.5 The rights and remedies of the parties provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

5.6 Upon termination of the contract, IERCD will leave all capital improvements to the PROPERTY in place and in good condition, unless otherwise provided by this Agreement.

6. Ownership/Use of Contract Materials and Products

All pre-existing contract materials, property or work product shall remain the property of the party providing or contributing such materials except as otherwise provided in this Agreement. IERCD agrees that, subject to the above, all materials, reports, or products in any form, including electronic, created by IERCD specifically for DISTRICT, and for which IERCD has been compensated by DISTRICT pursuant to this Agreement, or any capital improvements made upon the Site that become part of the realty, shall be the sole property of the DISTRICT. The material, reports or products may be used by the DISTRICT for any purpose DISTRICT deems to be appropriate, including, but not limited to, duplication and/or distribution within the DISTRICT or to third parties. IERCD agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the DISTRICT. Notwithstanding the prior sentence, IERCD and other Consortium members may release materials, reports, or products created during the term of this Agreement for other mitigation programs to the specific regulatory agencies for which those materials, reports or products are prepared. IERCD shall maintain full rights and ownership of food or other products grown or manufactured on the DISTRICT Site(s) and to all intellectual property rights developed during tenure on DISTRICT Site(s) by IERCD or its subcontractors.

7. Conduct of Contractor

7.1 IERCD covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict with IERCD's performance under this Agreement. IERCD further covenants that no person having any such interest shall be employed or retained by IERCD under this Agreement. IERCD agrees to inform the DISTRICT of all IERCD's interests, if any, which are or may be perceived as incompatible with the DISTRICT's interests.

7.2 IERCD shall not, under circumstances which could be interpreted as an attempt to improperly influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom IERCD is doing business or proposing to do business, in accomplishing the Services under this Agreement. The above notwithstanding, the DISTRICT understands that some activities provided for in this Agreement will be carried out by volunteers. The DISTRICT agrees that volunteer activity will not be considered a gratuity or special favor under the terms of this contract.

7.3 IERCD or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to DISTRICT employees. The DISTRICT agrees to the same terms and both Parties agree not to recruit for employment or contract, the other Party's employees or contractors, without prior written approval by all persons involved.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the DISTRICT or other regulatory agencies upon reasonable notice, no more than once-per-quarter. IERCD shall provide adequate cooperation to any inspector or other DISTRICT representative to permit him/her to determine IERCD's conformity with the terms of this Agreement. If any services performed or products provided by IERCD are not in substantial conformance with the terms of this Agreement, the DISTRICT shall have the right to require IERCD to perform the services or provide the products in conformance with the terms of the Agreement. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the DISTRICT shall have the right to: Require IERCD immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; The DISTRICT may also terminate this Agreement for default and charge to IERCD any costs incurred by the DISTRICT because of IERCD's failure to perform, should IERCD be found responsible for the breach charged.

8.2 IERCD shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a DISTRICT representative or other regulatory official to monitor, assess, or evaluate IERCD's performance under this Agreement at any time, upon reasonable notice to IERCD.

9. Independent Contractor/Employment Eligibility

9.1 IERCD is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the DISTRICT. It is expressly understood and agreed that IERCD (including the Consortium, their employees, agents, and subcontractors) shall in no event be entitled to any benefits to which DISTRICT employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and IERCD shall hold DISTRICT harmless from any and all claims that may be made against DISTRICT based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that IERCD in the performance of this Agreement is subject to the control or direction of DISTRICT merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 IERCD warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing the Services under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. IERCD shall obtain, from all employees performing Services hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. IERCD shall retain all such documentation for all covered employees, for the period prescribed by the law.

"Ineligible Person" shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal programs; or has been convicted of a criminal offense related to the provision of items or services and has not been reinstated in the federal programs after a period of exclusion, suspension, debarment, or ineligibility.

"Covered Individual" shall be any individual or entity who: IERCD considers for employment, or as a subcontractor to provide services related to this Agreement.

9.4 IERCD shall screen prospective Covered Individuals prior to hire or engagement. IERCD shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. IERCD shall screen all current Covered Individual within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless IERCD has performed such screening on

same Covered Individuals under a separate agreement with DISTRICT within the past six (6) months. Covered Individuals shall be required to disclose to IERCD immediately any debarment, exclusion, or other event that makes the Covered Individual an Ineligible Person. IERCD shall notify DISTRICT within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 IERCD acknowledges that Ineligible Persons are precluded from providing federal and state funded services by contract with DISTRICT in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If IERCD becomes aware that a Covered Individual has become an Ineligible Person, IERCD shall remove such individual from responsibility for, or involvement with, DISTRICT business operations related to this Agreement.

9.6 IERCD shall notify DISTRICT within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Services

No contract shall be made by IERCD with any other party for furnishing any of the Services, which shall exceed the sum of \$10,000.00 under this Agreement without the prior written approval of the DISTRICT; but this provision shall not require the approval of contracts of employment between IERCD and personnel assigned under this Agreement, or for parties named in the proposal (i.e., the Consortium members) and agreed to under this Agreement. Other than the Consortium members, this Agreement anticipates that IERCD will be subcontracting major portions of the Services provided under this Agreement. Prior written approval of such subcontract services agreements or subleases shall not be unreasonably withheld by the DISTRICT. DISTRICT acknowledges that subleases may involve individuals living onsite, such as caretakers or animal rehabilitation specialists. Subcontract services agreements or subleases proposed in the AOPR will be considered approved by the District approval of the AOPR. The first AOPR is attached hereto as Exhibit "C" and deemed approved by the DISTRICT'S execution of this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the DISTRICT'S Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the DISTRICT'S Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad

faith. IERCD shall proceed diligently with the performance of this Agreement pending the resolution of a dispute. Any appeal is subject to 11.2 below.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be referred to a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

IERCD shall comply with all State or other licensing requirements, if applicable. All licensing requirements shall be met at the time proposals are submitted to the DISTRICT. IERCD warrants that it will obtain all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Non-Discrimination

IERCD shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.) and all other applicable laws or regulations.

14. Records and Documents

IERCD shall make available, upon written request by any duly authorized federal, state, or DISTRICT agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of IERCD's costs related to this Agreement. All such books, documents and records shall be maintained by IERCD for at least five years following termination of this Agreement and be available for audit by the DISTRICT, upon reasonable notice, by the DISTRICT. IERCD shall provide to the DISTRICT reports and information related to this Agreement as requested by DISTRICT.

15. Administration/Contract Liaison

The DISTRICT General Manager, or designee, shall administer this Agreement on behalf of the DISTRICT. The General Manager, or designee, is to serve as the liaison with IERCD in connection with this Agreement.

16. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to

the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

DISTRICT

RIVERSIDE COUNTY REGIONAL PARK
AND OPEN-SPACE DISTRICT
4600 Crestmore Road
Jurupa Valley, CA 92509
Attn: Shannon Chamberlain

IERCD

INLAND EMPIRE RESOURCE
CONSERVATION DISTRICT
25864 Business Center Dr. # K
Redlands, CA 92374
Attn: Mandy Parkes

17. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

18. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the DISTRICT may be required to submit a Report of Independent Contractor(s) form DE 542 to the Employment Development Department. IERCD agrees to furnish the required data and certifications to the DISTRICT within 30 days when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of IERCD to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of IERCD to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If IERCD has any questions concerning this reporting requirement, please call (916) 657-0529. IERCD should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

19. Hold Harmless/Indemnification

19.1 IERCD shall indemnify and hold harmless the DISTRICT, County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Directors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any acts, omissions, or services of IERCD, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. IERCD shall defend, at its sole expense, all costs, and fees including, but not limited, to reasonable

attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

19.2 With respect to any action or claim subject to indemnification herein by IERCD, IERCD shall, at its sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of DISTRICT; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes IERCD's indemnification to Indemnitees as set forth herein.

19.3 IERCD's obligation hereunder shall be satisfied when IERCD has provided to DISTRICT the appropriate form of dismissal relieving DISTRICT from any liability for the action or claim involved.

19.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe IERCD's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

20. Insurance

20.1 Without limiting or diminishing IERCD's obligation to indemnify or hold the DISTRICT harmless, IERCD shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the DISTRICT herein refers to the Riverside County Regional Park and Open-Space District, its Divisions, Departments, their respective directors, officers, Board of Directors, employees, elected or appointed officials, agents, or representatives shall name the DISTRICT as Additional Insureds.

A. Workers' Compensation:

If IERCD has employees as defined by the State of California, IERCD shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The DISTRICT.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of IERCD's performance of its obligations hereunder. Policy shall name the DISTRICT as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then IERCD shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name the DISTRICT as Additional Insureds.

D. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A:VIII (A:8) unless such requirements are waived, in writing, by the DISTRICT Risk Manager. If the DISTRICT's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) IERCD must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the DISTRICT Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the DISTRICT, and at the election of the DISTRICT's Risk Manager, IERCD's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the DISTRICT, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) IERCD shall cause IERCD's insurance carrier(s) to furnish the DISTRICT with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the DISTRICT's Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the DISTRICT prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the DISTRICT receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. IERCD shall not commence operations until the DISTRICT has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An

individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that IERCD's insurance shall be construed as primary insurance, and the DISTRICT'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the Scope of Work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the DISTRICT reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the DISTRICT Risk Manager's reasonable judgment, the amount or type of insurance carried by IERCD has become inadequate.

6) IERCD shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement unless such subcontractor is covered by IERCD's insurance..

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the DISTRICT.

8) IERCD agrees to notify DISTRICT of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

9) The increase of the costs of insurance to amount in excess of double the initial cost of insurance under this Agreement shall constitute adequate cause for IERCD to cancel this Agreement upon thirty (30) days written notice to the District.

21. Confidentiality

21.1 The IERCD shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; DISTRICT information or data which is not subject to public disclosure; DISTRICT operational procedures; and knowledge of selection of IERCD, subconsultants or suppliers in advance of official announcement.

21.2 The IERCD shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The IERCD shall not use such information for any purpose other than carrying out the CONSULTANT's obligations under this Agreement. The IERCD shall promptly transmit to the DISTRICT all third party requests for disclosure of such information. The IERCD shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance

in writing by the DISTRICT, any such information to anyone other than the DISTRICT. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

22. General

22.1 Subject to the parties' understanding regarding the rights and duties of the other Consortium members on the Property, IERCD shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of DISTRICT. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

22.2 Any waiver by DISTRICT of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of DISTRICT to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing DISTRICT from enforcement of the terms of this Agreement.

22.3 Nothing in this Agreement shall prohibit the DISTRICT from acquiring the same type or equivalent equipment, products, materials or services from other sources for other properties, IERCD when deemed by the DISTRICT to be in its best interest.

22.4 The DISTRICT agrees to cooperate with IERCD in IERCD's performance under this Agreement, including, if stated in the Agreement, providing IERCD with reasonable facilities and timely access to DISTRICT data, information, and personnel.

22.5 IERCD shall comply with all applicable Federal, State, and local laws and regulations. IERCD will comply with all applicable DISTRICT policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, IERCD shall comply with the more restrictive law or regulation.

22.6 IERCD shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

22.7 IERCD shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

22.8 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless

continue in full force without being impaired or invalidated in any way.

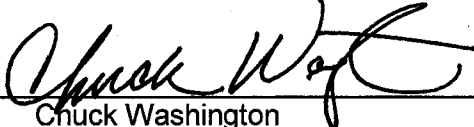
22.9 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

[Signature Provisions on Following Page]

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

DISTRICT

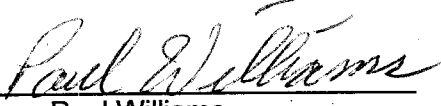
RIVERSIDE COUNTY REGIONAL
PARK AND OPEN-SPACE DISTRICT
4600 Crestmore Rd,
Jurupa Valley, CA 92509

Signature: 
Chuck Washington
Chairman, Board of Directors

Dated: 7/2/19

IERCD

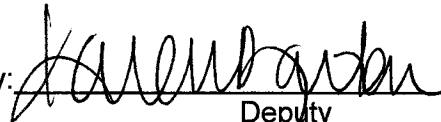
a special district
25864-K Business Center Drive
Redlands, CA 92374

Signature: 
Paul Williams
IERCD President

Dated: 6/13/19

ATTEST:

Kecia Harper-~~hem~~
Clerk of the Board

By: 
Deputy

(Seal)

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel


By: 
Kristine Bell-Valdez
Supervising Deputy County Counsel

Exhibit A

Legal Description

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

APN: 186-230-038

EXHIBIT A

LEGAL DESCRIPTION

PARCEL A: (APN: 186-230-038, 186-230-011)

THAT PORTION OF LOT 2 OF THE MILLER & NEWMAN'S SURVEY OF RUBIDOUX RANCHO, AS SHOWN BY MAP ON FILE IN BOOK 7 PAGE 36 OF MAPS, SAN BERNARDINO COUNTY RECORDS, AND THAT PORTION OF LOT 4 OF RIVERVIEW TRACT, AS SHOWN BY MAP ON FILE IN BOOK 4 PAGE 58 OF MAPS, RIVERSIDE COUNTY RECORDS, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 71 AT ITS INTERSECTION WITH THE NORTHEASTERLY LINE OF LOT 2 OF SAID RUBIDOUX RANCHO, EXTENDED NORTHWESTERLY;

THENCE SOUTH 25° 40'40" WEST ALONG THE SOUTHEASTERLY LINE OF SAID COUNTY ROAD, 213.81 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND TO BE DESCRIBED;

THENCE SOUTH 70° 40'40" EAST, 1346.88 FEET;

THENCE SOUTH 18° 38' WEST, 184.31 FEET;

THENCE NORTH 71° 46' WEST, 1369.73 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAID COUNTY ROAD;

THENCE NORTH 25° 40'40" EAST ALONG THE SOUTHEASTERLY LINE OF SAID COUNTY ROAD, 211.45 FEET TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE RIVERSIDE LAND AND IRRIGATING COMPANY BY DEED RECORDED DECEMBER 30, 1901 AS INSTRUMENT NO. 30 IN BOOK 134 PAGE 47 OF DEEDS, RIVERSIDE COUNTY RECORDS;

ALSO EXCEPTING THEREFROM THAT PORTION LYING SOUTHEASTERLY OF THE NORTHWESTERLY LINE OF PARCEL 1100-37 S SHOWN ON RECORD OF SURVEY MAP RECORDED NOVEMBER 6, 1967 IN BOOK 51 PAGES 76 TO 81 OF RECORDS OF SURVEY, RIVERSIDE COUNTY RECORDS AND CONVEYED TO RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT BY DEED RECORDED SEPTEMBER 13, 1968 AS INSTRUMENT NO. 88398.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE RUBIDOUX COMMUNITY SERVICE DISTRICT, A PUBLIC AGENCY, BY DEED RECORDED JANUARY 22, 2009 AS INSTRUMENT NO. 2009-0029050, OF OFFICIAL RECORDS.

SAID LAND IS DESCRIBED PURSUANT TO AN ASSESSOR PARCEL; THIS MAY NOT BE A LEGAL DIVISION OF SAID LAND. THE DESCRIPTION IS PROVIDED ONLY TO FACILITATE THE ISSUANCE OF THIS REPORT.

PARCEL B: (APN: 186-240-001)

PARCEL 1100-38B, AS SHOWN ON RECORD OF SURVEY FILED NOVEMBER 6, 1967, IN RECORD OF SURVEYS BOOK 51 PAGES 76 THROUGH 81 INCLUSIVE, OFFICE OF THE COUNTY RECORDER, RIVERSIDE COUNTY, CALIFORNIA.

LEGAL DESCRIPTION

PARCEL C: (APN: 186-240-003)

PARCEL C-1:

A PORTION OF THE RUBIDOUX RANCHO AND A PORTION OF LOT 1 OF THE RUBIDOUX RANCHO, AS SHOWN BY MAP ON FILE IN BOOK 7, PAGE 36 OF MAPS, SAN BERNARDINO COUNTY RECORDS, AND A PORTION OF LOT 7 AS SHOWN BY MAP OF EVANS RIO RANCHO, AS SHOWN BY MAP ON FILE IN BOOK 10, PAGES 52, 53, AND 54 OF MAPS, RIVERSIDE COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE WESTERLY CORNER OF PARCEL 1100-39 AS SHOWN ON RECORD OF SURVEY FILED NOVEMBER 6, 1967 IN BOOK 51, PAGES 76 THROUGH 81, INCLUSIVE OF RECORDS OF SURVEY, RIVERSIDE COUNTY RECORDS;

THENCE NORTH 71° 22'13" WEST ON THE TIE LINE AS SHOWN ON SAID RECORD OF SURVEY A DISTANCE OF 120.07 FEET TO AN ANGLE POINT IN THE NORTHWESTERLY LINE OF SAID LOT 7;

THENCE SOUTH 70° 24'23" WEST, FORMERLY RECORDED SOUTH 70° 21' WEST, ALONG THE NORTHWESTERLY LINE OF SAID LOT 7, A DISTANCE OF 200 FEET;

THENCE NORTH 89° 16' 37" WEST, FORMERLY RECORDED NORTH 89° 17' WEST, ALONG THE NORTHWESTERLY LINE OF SAID LOT 7, A DISTANCE OF 303.6 FEET;

THENCE SOUTH 77° 53' 23" WEST FORMERLY RECORDED SOUTH 77° 53' WEST, ALONG THE NORTHWESTERLY LINE OF SAID LOT 7, A DISTANCE OF 318.5 FEET TO THE SOUTHEASTERLY LINE OF LOT 27 OF SAID RUBIDOUX RANCHO;

THENCE NORTH 32° 11' 23" EAST, ALONG THE SOUTHEASTERLY LINE OF SAID LOT 27, A DISTANCE OF 568.90 FEET TO THE MOST EASTERLY CORNER OF SAID LOT 27;

THENCE 75° 05' 28" EAST, A DISTANCE OF 670.77 FEET TO AN ANGLE POINT IN THE NORTHWESTERLY LINE OF SAID PARCEL 1100-39;

THENCE SOUTH 68° 21' 48" EAST, ALONG THE NORTHWESTERLY LINE OF SAID PARCEL 100-39, A DISTANCE OF 50 FEET;

THENCE SOUTH 21° 38' 12" WEST, ALONG THE NORTHWESTERLY LINE OF SAID PARCEL 1100-39, A DISTANCE OF 215.91 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ANY PORTION LYING WITHIN PARCEL 1100-39A AS SHOWN ON RECORD OF SURVEY FILED NOVEMBER 6, 1967, IN BOOK 51, PAGES 76 THROUGH 81 INCLUSIVE OF RECORDS OF SURVEY.

PARCEL C-2:

A PORTION OF LOT 1 OF THE RUBIDOUX RANCHO, AS SHOWN BY MAP ON FILE IN BOOK 7, PAGE 36 OF MAPS, SAN BERNARDINO COUNTY RECORDS, AND A PORTION OF LOT 5 OF RIVERVIEW TRACT AS SHOWN BY MAP ON FILE IN BOOK 4, PAGE 58 OF MAPS, RIVERSIDE COUNTY RECORDS, AND A PORTION OF LOT 7 OF EVANS RIO RANCHO, AS SHOWN BY MAP ON FILE IN BOOK 10, PAGES 52, 53, AND 54 OF MAPS, RIVERSIDE COUNTY RECORDS,

LEGAL DESCRIPTION

(continued)

DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 27 AS SHOWN ON SAID MAP OF THE RUBIDOUX RANCHO;

THENCE NORTH 68°41'37" WEST, ALONG THE NORTHEAST LINE OF SAID LOT 27 AND ITS NORTHWESTERLY PROLONGATION, A DISTANCE OF 520.5 FEET TO THE SOUTHEASTERLY LINE OF RIVERVIEW DRIVE AS ESTABLISHED BY THAT CERTAIN PARCEL OF LAND CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED NOVEMBER 21, 1969, AS INSTRUMENT NO. 119980, RIVERSIDE COUNTY RECORDS;

THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF SAID RIVERVIEW DRIVE, THE FOLLOWING (6) COURSES;

- (1) THENCE NORTH 32°31'03" EAST, A DISTANCE OF 55.92 FEET;
- (2) THENCE NORTHEASTERLY ALONG THE ARC OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 356 FEET THROUGH A CENTRAL ANGLE 18°21'17", A DISTANCE OF 114.04 FEET;
- (3) THENCE SOUTH 67°15'34" EAST, A DISTANCE OF 16.35 FEET;
- (4) THENCE NORTH 17°06'09" EAST, A DISTANCE OF 24.00 FEET;
- (5) THENCE NORTHEASTERLY ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 356 FEET FROM AN INITIAL RADIAL LINE HAVING A BEARING AND SOUTH 34°40'19" EAST, THROUGH A CENTRAL ANGLE OF 03°32'29", A DISTANCE OF 22.00 FEET;
- (6) THENCE NORTH 58°52'10" EAST, A DISTANCE OF 168.15 FEET;

THENCE SOUTH 59°36'38" EAST, A DISTANCE OF 1020.09 FEET TO AN ANGLE POINT IN THE NORTHWESTERLY LINE OF PARCEL 1100-39 AS SHOWN BY MAP ON FILE IN BOOK 51, PAGES 76 THROUGH 81 INCLUSIVE OF RECORDS OF SURVEY, RIVERSIDE COUNTY RECORDS;

THENCE SOUTH 21°38'12" WEST, ALONG THE NORTHWESTERLY LINE OF SAID PARCEL 1100-39, A DISTANCE OF 100 FEET TO AN ANGLE POINT THEREIN;

THENCE NORTH 75°05'28" WEST, A DISTANCE OF 670.77 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ANY PORTION LYING WITHIN PARCEL 1100-39A AS SHOWN ON RECORD OF SURVEY FILED NOVEMBER 6, 1967, IN BOOK 51, PAGES 76 THROUGH 81 INCLUSIVE OF RECORDS OF SURVEY,

PARCEL C-3:

A PORTION OF LOT 1 OF THE RUBIDOUX RANCHO, AS SHOWN BY MAP ON FILE IN BOOK 7, PAGE 36 OF MAPS, SAN BERNARDINO COUNTY RECORDS AND A PORTION OF LOT 5 OF RIVERVIEW TRACT AS SHOWN BY MAP ON FILE IN BOOK 4, PAGE 58 OF MAPS, RIVERSIDE

LEGAL DESCRIPTION

(continued)

COUNTY RECORDS AND A PORTION OF LOT 7 OF EVANS RIO RANCHO, AS SHOWN BY MAP ON FILE IN BOOK 10, PAGES 52, 53, AND 54 OF MAPS, RIVERSIDE COUNTY RECORDS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE WESTERLY CORNER OF PARCEL 1100-39 AS SHOWN BY MAP ON FILE IN BOOK 51, PAGES 76 THROUGH 81 INCLUSIVE OF RECORDS OF SURVEY, RIVERSIDE COUNTY RECORDS;

THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF SAID PARCEL 1100-39 THE FOLLOWING (3) COURSES:

- (1) THENCE NORTH 21°36'12" EAST, A DISTANCE OF 215.91 FEET;
- (2) THENCE NORTH 68°21'48" WEST, A DISTANCE OF 50.00 FEET
- (3) THENCE NORTH 21°38'12" EAST, A DISTANCE OF 100 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 59°36'38" WEST, A DISTANCE OF 1020.09 FEET TO A POINT IN THE SOUTHEASTERLY LINE OF RIVERVIEW DRIVE AS ESTABLISHED BY THAT CERTAIN PARCEL OF LAND CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED NOVEMBER 21, 1969, AS INSTRUMENT NO. 119980, RIVERSIDE COUNTY RECORDS;

THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF SAID RIVERVIEW DRIVE THE FOLLOWING (4) COURSES:

- (1) THENCE NORTHEASTERLY ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 444 FEET, FROM AN INITIAL RADIAL LINE HAVING A BEARING OF NORTH 31°07'50" WEST, THROUGH A CENTRAL ANGLE OF 28°09'59", A DISTANCE OF 218.27 FEET;
- (2) THENCE NORTH 30°42'11" EAST, A DISTANCE OF 17.24 FEET;
- (3) THENCE NORTHEASTERLY ALONG THE ARC OF A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 356 FEET THROUGH A CENTRAL ANGLE OF 16°16'52", A DISTANCE OF 101.16 FEET;
- (4) THENCE NORTH 46°59'03" EAST, A DISTANCE OF 44.80 FEET;
THENCE SOUTH 61°37'09" EAST, A DISTANCE OF 927.97 FEET TO A POINT IN THE NORTHWESTERLY LINE OF SAID PARCEL 1100-39;

THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF SAID PARCEL 1100-39, THE FOLLOWING (4) COURSES:

- (1) THENCE SOUTH 21°38'12" WEST, A DISTANCE OF 237.68 FEET;
- (2) THENCE SOUTH 30°10'03" WEST, A DISTANCE OF 101.12 FEET;
- (3) THENCE SOUTH 21°38'12" WEST, A DISTANCE OF 61.07 FEET;

LEGAL DESCRIPTION

(continued)

(4) THENCE NORTH 68°21'48" WEST, A DISTANCE OF 35.00 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM ANY PORTION LYING WITHIN PARCEL 1100-39A AS SHOWN ON RECORD OF SURVEY FILED NOVEMBER 6, 1967, IN BOOK 51, PAGES 76 THROUGH 81 INCLUSIVE OF RECORDS OF SURVEY.

PARCEL C-4:

A PORTION OF LOT 1 OF THE RUBIDOUX RANCHO, AS SHOWN BY MAP ON FILE IN BOOK 7, PAGE 36 OF MAPS, SAN BERNARDINO COUNTY RECORDS, AND A PORTION OF LOTS 4 AND 5 OF RIVERVIEW TRACT AS SHOWN BY MAP ON FILE IN BOOK 4, PAGE 58 OF MAPS, RIVERSIDE COUNTY RECORDS, AND A PORTION OF LOT 7 OF EVANS RIO RANCHO, AS SHOWN BY MAP ON FILE IN BOOK 10, PAGES 52, 53 AND 54 OF MAPS, RIVERSIDE COUNTY RECORDS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE WESTERLY CORNER OF PARCEL 1100-39 AS SHOWN BY MAP ON FILE IN BOOK 51, PAGES 76 THROUGH 81 INCLUSIVE OF RECORDS OF SURVEY, RIVERSIDE COUNTY RECORDS;

THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF SAID PARCEL 1100-39 THE FOLLOWING (7) COURSES:

- (1) THENCE NORTH 21°38'12" EAST, A DISTANCE OF 215.91 FEET;
- (2) THENCE NORTH 68°21'48" WEST, A DISTANCE OF 50.00 FEET;
- (3) THENCE NORTH 21°38'12" EAST, A DISTANCE OF 100.00 FEET;
- (4) THENCE SOUTH 68°21'48" EAST. A DISTANCE OF 35.00 FEET;
- (5) THENCE NORTH 21°38'12" EAST, A DISTANCE OF 61.07 FEET;
- (6) THENCE NORTH 30°10'03" EAST, A DISTANCE OF 101.12 FEET;
- (7) THENCE NORTH 21°38'12" EAST, A DISTANCE OF 237.68 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 61°37'09" WEST, A DISTANCE OF 927.97 FEET TO AN ANGLE POINT IN THE SOUTHEASTERLY LINE OF RIVERVIEW DRIVE AS ESTABLISHED BY THAT CERTAIN PARCEL OF LAND CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED NOVEMBER 21, 1969 AS INSTRUMENT NO. 119980, RIVERSIDE COUNTY RECORDS;

THENCE NORTH 14°41'56" EAST, ALONG LAST SAID SOUTHEASTERLY LINE, A DISTANCE OF 44.94 FEET TO THE SOUTHEASTERLY LINE OF THE COUNTY ROAD AS SHOWN BY MAP ON FILE IN BOOK 8, PAGE 79 OF RECORDS OF SURVEY, RIVERSIDE COUNTY RECORDS;

THENCE NORTH 46°59'03" EAST, ALONG THE SOUTHEASTERLY LINE OF SAID COUNTY ROAD, A DISTANCE OF 127 FEET;

LEGAL DESCRIPTION

(continued)

THENCE NORTH 25°21'23" EAST, ALONG THE SOUTHEASTERLY LINE OF SAID COUNTY ROAD, A DISTANCE OF 232.12 FEET;

THENCE SOUTH 67°00'16" EAST, A DISTANCE OF 842.78 FEET TO AN ANGLE POINT IN THE NORTHWESTERLY LINE OF SAID PARCEL 1100-39;

THENCE SOUTH 13°06'21" WEST, ALONG THE NORTHWESTERLY LINE OF SAID PARCEL 1100-39, A DISTANCE OF 101.12 FEET;

THENCE SOUTH 21°38'12" WEST, ALONG THE NORTHWESTERLY LINE OF SAID PARCEL 1100-39, A DISTANCE OF 380 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPTING THEREFROM ANY PORTION LYING WITHIN PARCEL 1100-39A AS SHOWN ON RECORD OF SURVEY FILED NOVEMBER 6, 1967, IN BOOK 51, PAGES 76 THROUGH 81 INCLUSIVE OF RECORDS OF SURVEY.

PARCEL C-5:

A PORTION OF LOTS 1 AND 2 OF THE RUBIDOUX RANCHO, AS SHOWN BY MAP ON FILE IN BOOK 7, PAGE 36 OF MAPS, SAN BERNARDINO COUNTY RECORDS, AND A PORTION OF LOT 4 OF RIVERVIEW TRACT, AND A PORTION OF LOT 7 OF EVANS RIO RANCHO, AS SHOWN BY MAP ON FILE BOOK 10, PAGES 52, 53, AND 54 OF MAPS, RIVERSIDE COUNTY RECORDS DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHERLY CORNER OF PARCEL 1100-39 AS SHOWN BY MAP ON FILE IN BOOK 51, PAGES 76 THROUGH 81 INCLUSIVE OF RECORDS OF SURVEY, RIVERSIDE COUNTY RECORDS;

THENCE SOUTH 21°36'12" WEST, ALONG THE NORTHWESTERLY LINE OF SAID PARCEL 1100-39, A DISTANCE OF 153.00;

THENCE NORTH 67°00'16" WEST, A DISTANCE OF 842.76 FEET TO A POINT IN THE SOUTHEASTERLY LINE OF THE COUNTY ROAD AS SHOWN BY MAP ON FILE IN BOOK 8, PAGE 79 OF RECORDS OF SURVEY, RIVERSIDE COUNTY CALIFORNIA;

THENCE NORTH 25°21'23" EAST, ALONG SAID SOUTHEASTERLY LINE, A DISTANCE OF 520 FEET TO THE NORTHWESTERLY PROLONGATION OF THE NORTHEASTERLY LINE OF PARCEL 1100-38A AND 1100-38B AS SHOWN BY SAID MAP ON FILE IN BOOK 51, PAGES 76 THROUGH 81 INCLUSIVE OF RECORDS OF SURVEY;

THENCE SOUTH 71°50'46" EAST, ALONG LAST SAID NORTHWESTERLY PROLONGATION A DISTANCE OF 828.41 FEET TO THE MOST NORTHERLY CORNER OF SAID PARCEL 1100-38A;

THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF SAID PARCEL 1100-38A BEING THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 1035 FEET FROM AN INITIAL RADIAL LINE HAVING A BEARING SOUTH 63°59'22" EAST, THROUGH A CENTRAL ANGLE OF 04°21'53", A DISTANCE OF 78.85 FEET;

THENCE SOUTH 21°38'45" WEST CONTINUING ALONG LAST SAID NORTHWESTERLY LINE, A DISTANCE OF 356.74 FEET TO THE NORTHEASTERLY LINE OF SAID PARCEL 1100-39;

LEGAL DESCRIPTION

(continued)

THENCE NORTH 70°43'05" WEST ALONG THE NORTHEASTERLY LINE OF SAID PARCEL 1100-39, A DISTANCE OF 15.01 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM ANY PORTION LYING WITHIN PARCEL 1100-39A AS SHOWN ON RECORD OF SURVEY FILED NOVEMBER 6, 1967, IN BOOK 51, PAGES 76 THROUGH 81 INCLUSIVE OF RECORDS OF SURVEY.

PARCEL C-6:

LOT 27 AS SHOWN BY MAP OF RUBIDOUX RANCHO SHOWING LANDS SOLD BY LOUIS RUBIDOUX, SURVEY BY MILLER AND NEWMAN, A PLAT OF WHICH IS RECORDED IN BOOK 7, PAGE 36 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, TOGETHER WITH ALL THAT PORTION OF LOT 5 OF THE RIVERVIEW TRACT AS SHOWN BY MAP ON FILE IN BOOK 4, PAGE 58 OF MAPS, RECORDS OF RIVERSIDE COUNTY CALIFORNIA, LYING WESTERLY OF THE SAID LOT 27 AND EASTERLY OF THE COUNTY ROAD, AS SHOWN BY COUNTY ROAD SURVEY NO. 71, A PLAT OF WHICH IS FILED IN RIVERSIDE COUNTY, WHICH SAID PORTION LYING WESTERLY OF SAID LOT 27 IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LOT 27;

THENCE WESTERLY ON AN EXTENSION WESTERLY OF THE SOUTHERLY LINE OF SAID LOT 27 TO THE INTERSECTION OF SAID EXTENSION WITH THE CENTER LINE OF THE COUNTY ROAD AS SHOWN ON SAID COUNTY SURVEY ROAD MAP NO. 71 HEREINBEFORE REFERRED TO;

THENCE NORTH 10°07' EAST, TO STATION NO. 6 AS SHOWN ON SAID SURVEY;

THENCE NORTH 50°37" EAST, 115 FEET;

THENCE NORTH 27°07' EAST, 540 FEET;

THENCE NORTH 65°53' EAST, 100 FEET;

THENCE NORTH 31°37' EAST, TO A POINT OF INTERSECTION WITH THE NORTHERLY LINE OF SAID LOT 27, EXTENDED WESTERLY TO THE CENTER LINE OF SAID COUNTY ROAD,

THENCE IN A STRAIGHT LINE EASTERLY TO THE NORTHWESTERLY CORNER OF SAID LOT 27;

THENCE FOLLOWING THE WESTERLY LINE OF SAID LOT 27 THROUGHOUT ITS WHOLE EXTENT TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM ALL THAT PORTION IN SAID COUNTY ROAD.



EXHIBIT "A"

That certain real property situated in the State of California, County of Riverside, which is described as follows:

That portion of Lot 2 of Miller and Newman's Survey of Rubidoux Rancho, as shown by map on file in Book 7, Page 36 of Maps, San Bernardino County Records, and that portion of Lot 4 of the Riverview Tract, as shown by map on file in Book 4, Page 58 of Maps, Riverside County Records, described as follows:

Beginning at the Northwest corner of said Lot 2;

Thence South 69° 40' East, along the Northeasterly line of said Lot of Miller and Newman's Survey, 1,318.61 feet to the most Northerly corner of the Easterly 2 acres described in the Deed to Jose G. Martinez recorded December 13, 1945 as Instrument No. 1442 in Book 720, Page 172, Official Records of Riverside County;

Thence South 18° 38' West, 188.93 feet on the Westerly line of said 2 acres to the most Easterly corner of that certain parcel distributed to Lorenzo Martinez by Decree recorded July 20, 1945 as Instrument No. 1998 in Book 688, Page 149, Official Records of Riverside County;

Thence North 70° 40' 20" West, 1,346.88 feet, along the Northeasterly line of said parcel to a point on the Easterly Right of Way line of County Road No. 71;

Thence North 24° 29' East along the Southeasterly line of said County Road, 213.81 feet to a point of intersection with the Northwesterly extension of the Northeasterly line of said Lot 2;

Thence South 69° 40' East along said Northwesterly extension 75.0 feet to the Northwest corner of said Lot 2 and point of beginning.

EXCEPTING therefrom that portion conveyed to the Riverside Land and Irrigation Company, by Deed recorded December 20, 1901 as Instrument No. 30 in Book 134, Page 47 of Deeds, Riverside County Records;

ALSO EXCEPTING therefrom that portion shown as Parcel 1100-36 on Record of Survey Map recorded November 6, 1967 in Book 51, Pages 76 to 81, inclusive, Records of Survey, Riverside County Records and conveyed to Riverside County Flood Control and Water Conservation District by Deed recorded April 17, 1968 as Instrument No. 35102.

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SECURITY UNION TITLE INS. CO.
MORTGAGE SERVICES DIVISION
9814 Norwalk Boulevard, Suite 200
Santa Fe Springs, CA 90670

RIVERSIDE

EXHIBIT B SCOPE OF WORK

STRATEGY FOR SCOPE OF WORK AND TIMELINE

The Louis Rubidoux Nature Center (LRNC) RFP requests proposals from qualified entities detailing approach to management of the 40-A property for a period of five years with the potential for two five-year extensions. As part of site management, responsible entities are expected to address methods of site remediation based on (1) non-operation over the last year resulting in building damage and grounds neglect and (2) ability to maximize educational and ecological value of site through development of a suite of interpretive activities capturing the range of community members; engaging a variety of stakeholders in site programming; reintroduce sustainable agriculture and emphasis cultural significance of site features in shaping regional resource use and protection; and uplift of open space function for the benefit of dependent species and watershed health. The following section provides a brief overview of the proposed operations for the LRNC.

INTERPRETIVE AND EDUCATIONAL PROGRAMS

Classroom Program: As part of site management, IERCD will lead the development and facilitation of K-12 classroom presentations designed to education students, parents, and school/community facility staffers on history of LRNC, biological and cultural significant of elements of site, and opportunities for community engagement at a variety of levels.

On-Site Field Trips: On-site field trips will be developed in coordination with off-site classroom presentations, designed as a 2nd – 12th grade multi-station field trip focused on stewardship at site as it relates to sustainable ag, cultural history, conservation of T/E species, watershed monitoring, and riparian restoration in cooperation with partners. Visiting groups will participate in a minimum of four activity stations selected from a larger list, based on partner availability, season, and audience. Education stations are slated to include but not limited to:

- | | |
|---------------------------------------|---|
| • Cahuilla Tribe Grinding Rocks | • Geocaching (critical thinking and navigation) |
| • Sunnyslope Creek, Watershed Health | • Sustainable Agriculture |
| • Native habitat gardening | • Pecan grove management |
| • Wildlife rehabilitation and viewing | |

Interpretive Programing: Both the on-site field-trips and classroom educational programs will be further supported by the variety of interpretive displays onsite including materials in the education building as well as outdoor trails and other site components (i.e. livestock, nursery, wildlife rehab center).

Education Building: The development of the interior of the education center is the final structure of supporting elements necessary for increasing resident participation in LRNC activities. The interior of the site will include support elements such as a reception area; printed resources; supply room; functional kitchen and break room; and cold storage for biologist use. The following stations will be onsite either as semi-permanent features or rotating with complementary printed and online materials.

Currently Proposed Exhibits Include:

1. All the Way to the Ocean wall display, video loop, bilingual companion activities
2. Taxidermy animal displays with companion education
3. Partner Corners - Rotating or stationary exhibits designed by site partners to provide organizational overview, activities for kids, programming for adults such as water reduction
4. Explorer's Station including:

EXHIBIT B SCOPE OF WORK

- a. Tools to be taken or checked out to encourage exploration of the grounds.
 - b. Specimen magnification with large microscope allowing projection onto a screen.
 - c. Art station - facilitating connection between art and site ecology
 - d. Touch table: items from onsite or regionally with little/no value in case of damage
5. Cahuilla tribe station: information for kids/adults on the grinding rock area in LRNC;
 6. Sunnyslope Creek Monitoring Station; real-time field measurements, display case with trash from creek, monitoring updates from partner biologists; focus being a good steward
 7. Wildlife Ambassador Habitat focused on increasing resident exposure to native wildlife
 8. Relinquishment Area "No questions asked" drop box for exotic/unwanted wildlife

START-UP CAPITAL

All core partners will be contributing financial capital necessary to meet the proposed project milestones. The IERCD will be providing capital for the majority of site infrastructure improvements and educational programming throughout the term of the management agreement. Financial commitment based on projected scope of services and site uplift were prepared by staff and estimated to range between \$150,000 and \$250,000 annually. These estimates were reviewed and approved by the District's Board of Directors at their August 13th 2018 Special Board Meeting. The funding will be drawn from IERCD's annual tax base, which has averaged \$1,318,916 over the last four fiscal years. **Huerta del Valle** has pledged additional support of site programming through funding a suite of sustainable agriculture demonstration programming, estimated to be \$15,000 per year in materials and labor. **Sunshine Haven Wildlife Rehabilitation** will further support site activities through initial infrastructure and ongoing materials and labor in support of their wildlife support role at the site, estimated to be \$15,000 in year one and \$10,000 in labor and volunteer support annually thereafter.

The **San Bernardino Valley Municipal Water District** has pledged significant financial support for the considerable aquatic and riparian uplift slated to occur in the adjacent Santa Ana River and Sunnyslope Creek throughout the term of the management agreement. The SBVMWD will be establishing water sourcing for this work in addition to site-wide irrigation needs, and will be funding consultant time, staff time, and materials for habitat work focused on riverine health and dependent species, in addition to contributing to site management, security, and education efforts. The total estimated for the term of this project is \$3,000,000 which has been reviewed and approved by the District's Water Conservation Committee and full Board of Directors and has been written into the future Prop 1 funding package.

The **Orange County Water District** will continue its \$70,000 annual commitment to health and function of Sunnyslope Creek. This includes the purchase of materials, provision of labor, and coordination of multiple watershed stakeholders focused on aquatic habitat health for the benefit of Santa Ana sucker. Funding is directly from their annual budget and set aside to ensure commitments on Sunnyslope are met in exchange for work in regional water supply development.

WATER QUALITY AND ECOLOGY

Water quality, watershed health, and the protection of natural resources is a top priority for this team as it is a tenant of all of the individual group programs and is the common thread that binds us. In addition to traditional measures of protection such as trash management onsite, best management practices for livestock care, recycling, composting, and education, our team has included a series of projects that will directly contribute increased conditions in the future. Additional proposed projects benefiting water quality and site condition include:

- The future restoration of Sunnyslope includes the evaluation of first flush capture from storm events as well as passive trash collection racks to collect the high volume of waste products that

EXHIBIT B SCOPE OF WORK

enters the site and the Santa Ana River. Due to the size of the watershed that feeds the site, this management action is intensive and would include pursuit of grant funding.

- Management of invasive plant and wildlife on site would be performed through an Integrated Pest Management (IPM) approach to reduce impact to site resources and dependent species associated with chemically-based pest control strategies. The IPM strategy include grazing by goats, supporting establishment of native species, education on “pests” not to plant, and restricted herbicide use when necessary.
- Future programs would consider cowbird trapping, non-native fish, crawdad, turtle management measures as ways to manage non-native aquatic wildlife populations in the creek.
- In addition to IPM, a no-questions asked drop off available for common nonnative wildlife that are often deposited in local creeks including red eared sliders and exotic fish.

PECAN GROVE & AGRICULTURE

Sustainable Agriculture Program: IERCD and HdV will work together to implement programming focused on sustainable agriculture. This includes use of livestock including goat herds to manage site invasives; maintenance of demonstration areas including 3 acres of seasonal vegetable production and 1.5 acre of demonstration gardens; and management of marketing for products resulting from site agriculture. Education programs to complement these activities include:

- **Small community garden area:** as guided by community interest, and/or allowing for employees use of community garden areas.
- **Farmer’s Market:** develop support for regular community-based farmer’s markets through outreach to potential sellers, outreach to community members, and coordinating staff support.
- **Workshops:** food-related sustainability and health; container gardening; tree care during drought; farmer workshops focused on conservation-focused site irrigation, soil health.
- **Carbon Farming demonstrations:** grazing in lieu of herbicide use where appropriate; hedgerows; tree planting and/or care of existing trees; cover crops; and mulching.

Pecan Grove: Inland Urban Forest Council will consult in development of short and long-term pecan grove management plan, to maximize public safety and grove longevity through removal of diseased/dead trees, planting of replacement trees, and elevated maintenance/monitoring of tree health. Once plan is finalized, recommendations for grove management will be overseen by IUFC and performed by qualified arborists with support from IERCD where appropriate. The grove will be a station in the on-site field trip and focus of annual community events focused on site stewardship and cultural history.

VISION STATEMENT

The core partners collaborating on this response to the Louis Rubidoux Nature Center (LRNC) RFP represent both governmental and non-profit organizations with collective service areas covering the entirety of the Santa Ana River watershed. Together, these partners have developed a timeline and Work Plan for strategic short-term and long-term site improvements. The improvements would support a suite of community programming activities focused on reinstatement of the functional and value of the Center for the overall benefit of area residents, dependent species, and multiple site resources. The concepts developed are scheduled to be rolled out methodically in a manner consistent with and promoting the values identified in District programming which include accomplishing, connecting, elevating teamwork, innovating, providing outstanding service, encouraging networking, and above all else, focusing on site stewardship as the core objective of all on and off-site programming.

Community Participation	Stewardship/Volunteerism	Build Partnerships	Sustainable Practices	District Collaboration
✓	✓	✓	✓	✓

EXHIBIT B SCOPE OF WORK

WORK PLAN FOCUS I: PROMOTION OF NEIGHBORHOOD/COMMUNITY PARTICIPATION

Proposal partners identified as leads on facilitation of Work Plan Focus I: Neighborhood/Community Engagement include the Inland Empire Resource Conservation District (IERCD), Huerta del Valle (HdV) and Sunshine Haven Wildlife Rehabilitation (SHWR), with the San Bernardino Valley Municipal Water District (SBVMWD) and Orange County Water District (OCWD) playing support roles. The core focus of this element of the Work Plan identifies strategic engagement of local and regional residents with key deliverables focused on (1) securing initial community buy-in via town hall meetings and supplemental youth classroom programming, (2) commitment to a specific timeline for site uplift to make resident-focused amenities available as soon as possible following transfer of management responsibilities and (3) maintaining a degree of flexibility in programming to allow for final design to maximize benefit to people and resources in the local community. These deliverables are captured in the following specific programming:

- *Work Plan Focus I, Deliverable I:* upon transfer of management responsibilities, the project partners tasked with Work Plan Focus I will facilitate Town Hall meetings open to the public and designed to elicit feedback to help focus scope of programming at LRNC. These town halls will be supplemented by facilitation of K-12 classroom programming by experienced IERCD educators and partners, focused on cultural/biological significance of LRNC with an emphasis on scheduled resident value programming. The Town Halls and K-12 programming are slated to reach individual populations within the local community to maximize understanding of resident benefit plans and timeline for LRNC, aligning actual program roll-out with resident awareness. Real-time updates to redesigned LRNC website will further support K-12 content and Town Hall discussions.
- *Work Plan Focus I, Deliverable II:* Partners have collaborated on a mutually-approved timeline for completion of major work necessary to make the site capable of welcoming and supporting

EXHIBIT B

SCOPE OF WORK

resident use as quickly as possible following managerial duty transfer. Site priorities identified as critical for quick completion to allow for accelerated resident use are focused on education center and support structure improvements, site-wide trail reestablishment and interpretive signage design and installation, and a significant grand opening community event within 18 months of managerial contract signing. Companion on-site educational activities, including workshops and field trips, are designed to introduce area residents to property improvements and upcoming programming and promote resident buy-in and site interest.

- *Work Plan Focus I, Deliverable III:* Finally, partners have identified diversity as well as flexibility as critical components of achievement of neighborhood/resident engagement section of the Work Plan. To that end, a suite of potential areas of programming has been identified, all of which are within the areas of expertise of lead Work Plan Focus I partners, and the scale of which will be subject to resident feedback and identified benefit. Potential programming to supplement major infrastructure uplift on the property has been identified as development of community gardening, regular farmer's markets, native demonstration gardens, and eventual recreation such as group camping on site.

WORK PLAN FOCUS II: PROMOTION OF STEWARDSHIP/VOLUNTEERISM

The promotion of stewardship and volunteerism at LRNC has been captured by the partnership in Work Plan Focus II goals, to be completed by all five core partners, and center around a combination of (1) educational exhibits and companion signage site-wide, (2) demonstration elements showcasing a variety of sustainability efforts, and (3) facilitation of annual stewardship events and regular opportunities for volunteer engagement.

- *Work Plan Focus II Deliverable I:* Promoting the idea of community stewardship will be the fundamental theme in the interior of the education building and throughout the site. This will be achieved via installation and use of interactive exhibits and activities in K-12 field trips, workshops, and open hours for resident use of the Center and grounds.
- *Work Plan Focus II, Deliverable II:* Deliverable II includes a significant role by IERCD, HdV, and SHWR staff, in programming to include incorporation of native and climate-appropriate landscaping areas, demonstration agriculture, and use of wildlife ambassadors respectively. Collectively these efforts are designed to consistently reinforce elements of community stewardship, sustainability, and opportunities for volunteerism.
- *Work Plan Focus II, Deliverable III:* facilitation of at least one annual Stewardship Festival to connect residents with site partners, supplemental partners, and regional sustainability-focused organizations capable of providing resources for further application of practices outside of LRNC. Regular volunteer engagement activities will range from large-group removal of site trash, trail maintenance and invasives removal/natives support, as well as focused specific projects completed by service groups such as local students working toward scouting status or completion of class projects.

WORK PLAN FOCUS III: INTENTION TO BUILD PARTNERSHIPS WITH OTHER GROUPS

In addition to efficient use of natural resources, site partners have identified sustainable use of organizational resources as critical for ongoing success at LRNC. All partners maintain a variety of formal relationships with many watershed stakeholders and have incorporated those partnerships into planned and future programming. Currently, the five-partner core group has developed a list of informal LRNC partners slated for activities in support of planned site programming, including federal, state, and local governments, conservation-focused non-profits, and community organizations maintaining missions

EXHIBIT B SCOPE OF WORK

based on volunteerism and community engagement. These partnerships and planned activities will supplement ongoing restoration and conservation-focused work being facilitated in Sunnyslope Creek and along the Santa Ana River by site partners including the Orange County Water District (OCWD) and the San Bernardino Valley Municipal Water District.

WORK PLAN FOCUS IV: IMPLEMENT SUSTAINABLE PRACTICES ON SITE

The promotion of sustainable practices both at LRNC and within the community is among the highest of priorities of partners collaborating on this RFP submission. The partnership goals within Work Plan Focus IV are slated to include a combination of (1) sustainability of the historic pecan grove, (2) evolving partner projects showcasing site resource sustainability, and (3) companion education and outreach both in and outside of the LRNC property.

- *Work Plan Focus IV, Deliverable I:* development of a sustainable pecan grove management plan will be put into motion almost immediately upon management responsibility transfer, and will be focused on evolution of the grove to a smaller yet more functional element of the site in which promotes on-site education and outreach. Elements of the plan are focused on arborist assessment and recommendations, followed by strategic implementation to ultimately result in a healthy, functioning pecan grove assessed annually but otherwise supported by routine site maintenance.
- *Work Plan Focus IV, Deliverable II:* Resource sustainability will be a central theme in on-site partner programming and will be the focus of demonstration areas showcasing sustainable landscaping, agriculture, and adjacent riparian restoration and creek rehabilitation. Collectively these efforts are designed to consistently reinforce elements of sustainability on site as they apply to a range of programming encouraging wildlife protection, efficient irrigation, and food production for soil health. These demonstration areas will showcase sustainability through features such as sortable waste stations, grey water recycling, and solar paneling, among others.
- *Work Plan Focus IV, Deliverable III:* The concept of sustainability will repeat throughout exhibits and signage inviting residents increase understanding and employ personal practices that increase soil health, conserve water, support sustainable agriculture, use energy efficiently, and elevate protection of native species. These will be further captured in K-12 off-site educational programming and on-site field trips through inclusion of rotating partner activities to improve understanding of the principles of sustainability.

The following timeline is broken into major milestones for the project. All efforts would be made to meet or exceed the commitments according to this timeline.

EXHIBIT B SCOPE OF WORK

Prior to Award
<ul style="list-style-type: none"> • IERCD Board Approval to Lead Proposal and Sign Lease (July 2018) • SBVMWD Board Approval to Partner of Project (July 17, 2018) • Initiate and identify appropriate cooperative agreement between partners
Upon Award of RFP
<ul style="list-style-type: none"> • Negotiate Management Services Agreement with District (within 30 days)
Year 1, After Contract Final (2019)
<ul style="list-style-type: none"> • Utilities: Investigate and repair utilities for existing building, bathroom, trailer hookup, and exterior use. • Bid solicitation and contractor selection for building rehabilitation services. • Initiate improvements to the existing education center, bathrooms, outdoor storage sheds, and infrastructure. • Develop Pecan Grove Management Plan • Develop Site Master Plan Inclusive of Partner Needs <ul style="list-style-type: none"> ○ Include site remediation plan for non-building elements of property ○ Determine minimum needs and future capacity for additional infrastructure support and locations for greenhouses, wildlife rehabilitation, and full time permanent agriculture ○ Include a 5 year plan and a 20+ year plan ○ Town hall meeting(s) to rolling out timeline, site plan, anticipated programming for area residents • Large-scale water establishment on site: work with adjacent landowners to develop site-wide conveyance plan • Site Personnel: Post and hire Site Manager and Security Guard • Continue creek enhancement including trash and invasive species treatment • Initiate Opportunities and Constraints evaluation for Sunnyslope Creek Restoration with a focus on endangered species, water quality, wetland functions and services. • Agriculture Site Plan (first 10 years) and initial site evaluation (percolation, soil organic matter, disturbance, etc.) • Complete major safety elements of Pecan Grove Management Plan • Partner presence initiates on site • Begin planning and planting of interpretive gardens, trails, and signage. • First annual presentation on LRNC accomplishments/scheduled deliverables for Riverside County BOS
Year 2 (2020)
<ul style="list-style-type: none"> • Design and initiation of initial classroom presentations to K-12 campuses in vicinity of LRNC • Completion of grounds remediation process • Soft Open House Onsite: Resident-focused open house with booths, interpretive trail programming, pecan grove grand opening; in-kind partner presence (non-core partners on site); giveaways • Grand opening of property as Education Center and associated infrastructure improvements are completed • Co-establishment of field station to support for use for SAS, USARHCP, IERCD mitigation work • Install of demonstration agriculture and introduce livestock (fencing, soils, irrigation, ongoing animal care) • Complete design and permitting for Sunnyslope Creek restoration and initiate installation (end 2020) • Annual presentation on LRNC accomplishments/scheduled deliverables for Riverside County BOS • Initiate annual Open House and Pecan Harvest Festival
Year 3-5 (2021-2023)
<ul style="list-style-type: none"> • Ongoing educational presence in community, focused on connecting to site and stewardship theme • On-Site Educational Programming for Residents including field trips and focused classes • Begin Friends of Louis Rubidoux Nature Center Group • Initiate farmers market in the pecan grove (frequency to be determined with community) • Ongoing maintenance and monitoring of the creek restoration and pecan grove • Annual presentation on LRNC accomplishments/scheduled deliverables for Riverside County BOS • Annual Stewardship Events • Annual Open House and Pecan Harvest Festival
End of Year 5
<ul style="list-style-type: none"> • First annual LRNC On-Site Fundraiser • Development of plan for next five years of LRNC Management • Renew lease, evaluate longer lease time period

EXHIBIT B SCOPE OF WORK

PROPOSED SITE PLAN

The Louis Rubidoux Nature Center, adjacent park, and Sunnyslope Creek have been a treasured local community resource for many decades and was a unique amenity for Riverside County Parks. Unfortunately it is currently inaccessible due to funding issues and subsequent disrepair and age related issues. However this RFP is an exciting opportunity to revitalize and enhance this property and our team has developed a comprehensive plan to meet the needs of the District, community, and multiple watershed entities. We see the property and existing buildings as having “great bones” and numerous opportunities. This mutual vision ultimately lead to the collaborative relationship across our organizations.

The illustration (Figure 1) to the left shows the existing conditions of the site. In addition to already having a great layout there is also a lot of inherent flexibility and an opportunity to engage the District and the community in a long term vision. Upon award of the contract we will develop a detailed master plan for the site considering space and infrastructure needs and improvements available or obtainable for our various partners, considering aesthetics, appropriate site use, public access, and community engagement. The development of this master plan will be coordinated with Riverside County Parks to ensure appropriate use and alignment between our partner’s goals and the Districts goals.

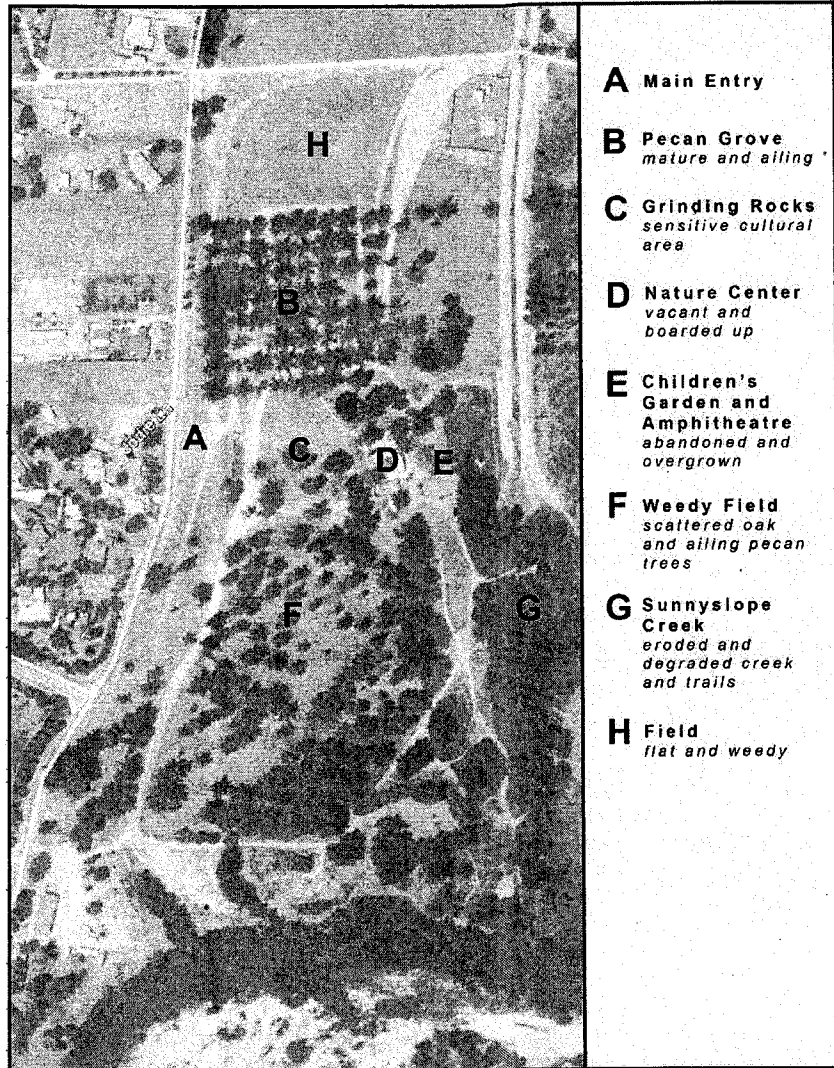


Figure 1. Existing Conditions

The following site plan shows a preliminary layout for the future development. ***We plan to rehabilitate, restore, and re-invigorate key historical elements*** on the site including the Nature Center, the pecan grove, the children’s garden, and the trails to and along the creek. For all upgrades, community use and inclusiveness will be at the forefront. Access from the parking lot to and into the buildings and into the

EXHIBIT B SCOPE OF WORK

children's garden will be upgraded to meet ADA standards. In addition to incorporating historical onsite resources we will **also be bringing new uses to the site** including sustainable agriculture, wildlife rehabilitation, local office space, group camping, creek restoration, and interpretive trails.

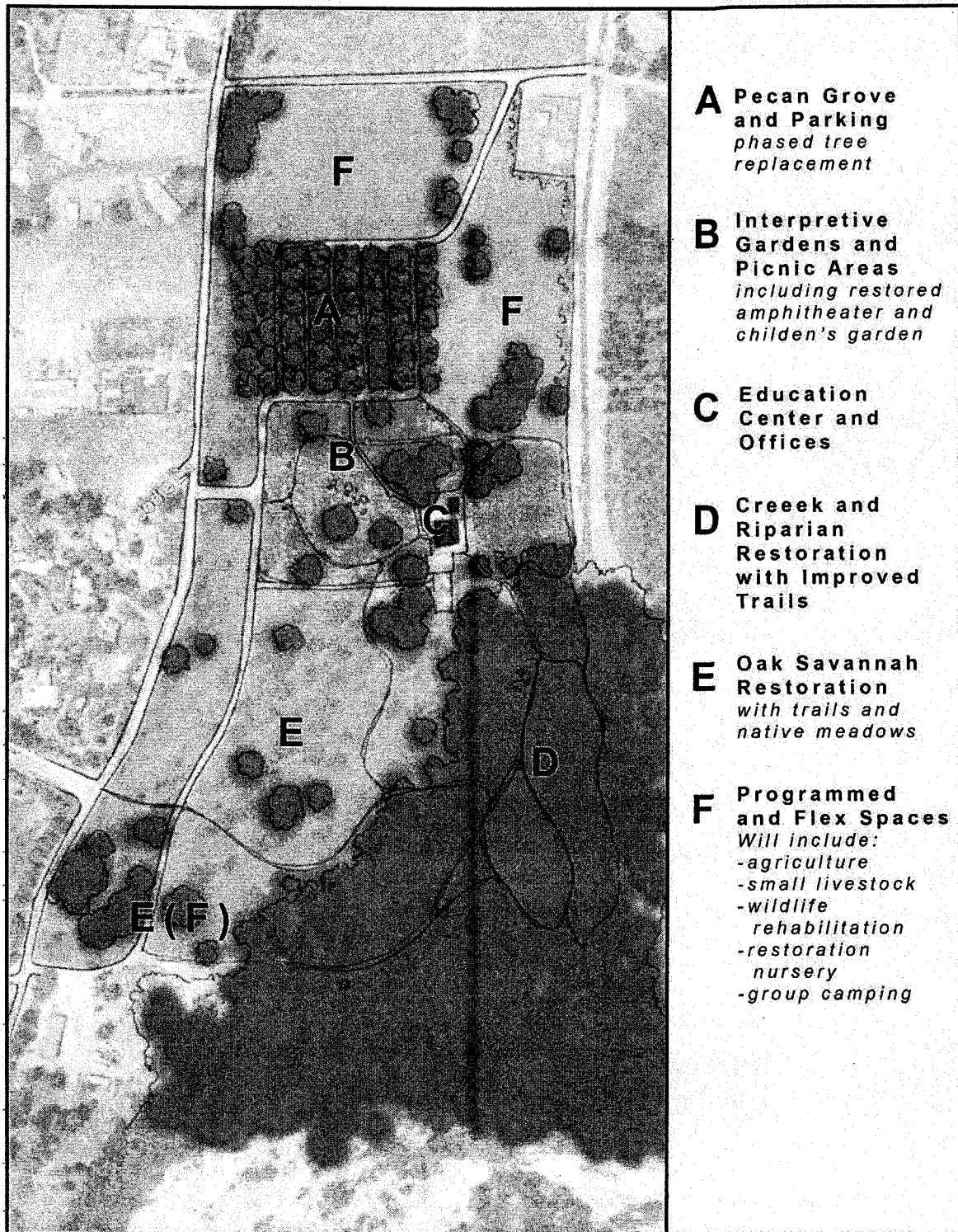


Figure 2. Draft Site Plan

EXHIBIT B SCOPE OF WORK

The following is a brief summary of the activities proposed for each major use area shown in the draft site plan (Figure 2).

Pecan Grove (A): The pecan trees are a signature feature of the site and a community asset. Our team realizes the significance of these trees and the emotional connection with the community and as such will remain a focal point of the project. Unfortunately many of the trees are in poor health, infested with pest species, and most are at the end of the life span such that select removal, trimming, and phased replanting will be required. Upon contract award a tree health inventory would be completed with the goal of identifying safe mature pecan trees that can remain in place while younger trees are planted to backfill. We would like to keep the visual and spatial aesthetic of the grove as much as possible but will always have public safety at the forefront of decisions. The site plan focuses this effort on the existing parking area and will maintain a grove of trees in that area. This mixed use area will also be available for community events such as farmers markets and local festivals.

Interpretive Garden and Picnic Area (B): The space between the parking lot and educational center, including the grinding rocks, is viewed as the front door (gateway) to the property. This area with its sensitive cultural assets and significant oak trees could be enhanced with demonstration and interpretive gardens, winding paths, and picnic tables creating a beautiful, useable, and inviting threshold to the rest of the site. Gardens could showcase native plants, low water use demonstration garden, edible gardens, and possibly even culturally important or medicinal native plants. We would continue to keep the grinding rocks protected, and would like to reach out to local tribal representatives to engage them in the protection and interpretation of the site. In addition, the children's garden and amphitheater would also be revitalized to create interpretive and diverse opportunities on site.

Education Center and Offices (C): We are committed to repairs to the Louis Rubidoux education center so that it can once again become an asset to our partners and the community. The main space will once again serve as an interpretive and education center with rotating displays, animals, and programs. The facility will also be updated to support office space for field staff from the partners as well as laboratory space and flex space. The partners are excited to have such a facility in this location to serve local education, research, and administration needs. This will also help increase the presence onsite and provide an opportunity for the public to interact with working scientists and wildlife specialists.

Riparian/Creek Restoration and Trails (D): Sunnyslope Creek, while not on the site proper, is an important part of the site's ecology and connection to the Santa Ana River. We see this as an important place to restore ecological function, as well as the associated trails that connect the neighborhood to the creek and the river. The team will prepare a design to improve storm water management, water quality, native aquatic species habitat, and overall function of the stream.

Oak Woodland and Meadows (E): The grassy non-native field and declining pecan trees are all that remains of the pecan grove. This area will be restored to native grasses meadows, California sage scrub, with a native oak woodland overstory that transitions into riparian canopy as it approaches Sunnyslope Creek. This area will include interpretative trails, educational signage, and focused seating at key destinations. The trails will connect the public to other areas onsite including the wildlife rehabilitation center, native plant nursery, pecan grove, education center, agriculture areas as well as the creek and the adjacent Santa Ana River.

Flex Space (F): The field between the parking pecan grove and the Sunnyslope channel has great potential for flexible programming such as group camping and special events since it is near the

EXHIBIT B SCOPE OF WORK

bathrooms and parking but buffered from neighboring residences. This area, as well as the field east of the parking grove would serve a variety of needs including agricultural operations, native plant nursery, and wildlife rehabilitation operations. Likewise we may want to install infrastructure for some of these programs on the west end of the savannah, near the Parks maintenance yard. All activities planned on site by all partners are all committed to having interpretive components which may include signage, viewing areas, guided tours, as well as potential for education programming in coordination with local schools or community groups.

EXHIBIT B SCOPE OF WORK

PRINCIPAL CONTACTS

Our team is comprised of multiple entities which is further reflected in our team's structure. Mandy Parkes, of the Inland Empire Resource Conservation District (IERCD), and Heather Dyer of the San Bernardino Valley Municipal Water District (SBVMWD) are the proposed project principals. ***Mandy Parkes will serve as the primary contact for our proposed operations.*** Activities proposed by our team generally fall into six different program components. Each of these program components has a designated project manager and corresponding key staff, as is shown on our team's organizational chart. Our carefully selected team of professionals has a long, proven history of experience in the Santa Ana River Watershed and beyond and is extremely excited about the opportunity to reinvigorate the L. Rubidoux Nature Center's place in the community. Our goal is to be a model for what can be accomplished when different groups collaborate to plan, implement, and manage outdoor education, habitat enhancement and restoration, sustainable agriculture, and wildlife rehabilitation. The following is a brief introduction to our project management team and component leads including relevant experience. Additional details are provided in the ***one-page resumes included in Tab G, Attachment 5.***

Project Principal (Program Manager) and Education Program Lead – Mandy Parkes has been at the Inland Empire Resource Conservation District (IERCD) for ten years, eight of which have been as district manager. In her position, she oversees daily operations and long-term programming and deliverables aligned with District mission and vision under the guidance of the seven-member board of directors. The IERCD covers 1,286 square miles of southwestern San Bernardino and northwestern Riverside counties, facilitates programming focused on conservation of open space, uplift of wildland habitat, promotion of sustainable agriculture, and facilitation of a growing suite of conservation education and outreach programming for the benefit of area residents. Under Ms. Parkes' leadership, the District has grown from a staff of five to a staff of 15, and has seen the IERCD's annual budget increase from \$1,429,000 in 2010-11 to \$6,380,655 in 2018-19, in support of a dramatically expanded scope of services for District residents and resources. In the last eight years, the District has also expanded formal relationships with a number of area partners including federal state, and local governments, conservation-focused 501c3 organizations, and community volunteer groups in an effort to maximize watershed uplift as a result of resource-sharing among stakeholders.

Project Manager – Heather Dyer is a Water Resources Project Manager for the San Bernardino Valley Municipal Water District. Heather has been working on the conceptualization and creation of the Upper Santa Ana River Habitat Conservation Plan (HCP) since its inception in 2013. She is now working on early implementation of HCP conservation measures for 23 native species including translocation of Santa Ana sucker and restoration of tributaries to the Santa Ana River as the HCP process moves toward completion. Heather has helped bring the HCP partners together to work on an Integrated Surface and Groundwater Study. She is also the driving force behind the creation of long term monitoring plan for the HCP. Heather has been able to secure over \$3,500,000 in grant funding to help develop and coordinate the Upper Santa Ana River Habitat Conservation Plan (USARHCP). She was also instrumental in securing over \$9,000,000 related to Proposition 84 funding for services including arundo removal,

EXHIBIT B SCOPE OF WORK

habitat creation, restoration projects for the Santa Ana sucker, water use efficiency, and creation of water banks.

Heather has a Master of Science degree from Nicholls State University and a Bachelor of Science degree from the University of Louisiana at Lafayette. She is in her last year of work towards a Master of Business Administration from the Claremont Graduate University. Heather previously worked for the U.S. Fish and Wildlife Service, U.S. Forest Service, and U.S. Geological Survey. Heather's past educational training, and regulatory and technical job history give her a holistic understanding of the processes necessary to conceptualize, coordinate, implement, and document a project.

Wildlife Rehabilitation – Dr. Karolyn Verville, PhD, a Canadian native from Quebec City, runs Sunshine Haven, a non-profit wildlife rescue and rehabilitation center. Dr. Verville has a PhD in Politics, Ethics, and Economics in Philosophy of Education, and two post-doctorate degrees in Environmental Bioethics & Genetic Engineering, and Philosophy of External Affairs. She has also earned 56 certifications pertaining to animals covering a wide array of subjects including; forensics, necropsies, parasitology, restraining techniques, quarantine, lab analysis, avian disease, bio-security, and emergency response. Dr. Verville is also a credentialed Animal-Cruelty Investigator and Humane Officer, empowered by the County of Riverside to bring animal cruelty cases to the District Attorney. Her experience is vital to fulfilling Sunshine Haven's mission is to conduct wildlife research, provide temporary sanctuary, and rehabilitate orphaned or injured wildlife for eventual, proper, wild release. In order to achieve these goals, Dr. Verville has been working with local police and firefighters, city and county animal control services, state fish and wildlife officers, and the general public since she started Sunshine Haven nine years ago.

Sustainable Agriculture Lead – Arthur Levine is Huerta del Valle's Projects Manager. He aids the organization in strategic planning, development, implementation, and evaluation of projects. He has worked over the last two years as the principal fund raiser and development agent in the organization. Since 2016 Arthur has raised nearly \$2.1 million from private, state, and federal sources to support the projects he oversees. Arthur has developed projects for Huerta del Valle in a wide range of disciplines from community educational programming to sustainable agriculture systems, community gardens, composting and soil fertility systems, as well as projects related to training and organizational development. Arthur is currently the lead on developing Huerta del Valle's second community garden as well as a large-scale composting facility. With knowledge in contracts, legal, permit-getting, farm planning, farming, organic waste management, grant-writing, and program evaluation he is well equipped to lead the charge on all of the upcoming steps, obstacles, and challenges to develop the agriculture system and interpretive gardens at the LRNC. Arthur graduated from Pitzer College in fall 2014 with a B.A. in Neuroscience. Arthur has been involved in community gardens, community organization, non-profits, and sustainable agriculture in New York City, New Orleans, Milwaukee, and Ontario for over 10 years.

Creek Enhancement – Dick Zembal has worked as the Natural Resources Director for the Orange County Water District (OCWD) since 2000. Dick is a recognized authority on southern CA wetlands, wetland species, and endangered species. He gives frequent talks, training sessions, and leads field trips for variety of groups including many southern California NGOs. In addition he authors numerous reports and studies annually. He is a very dynamic and popular speaker on conservation and numerous management issues that face the many jurisdictions and agencies at the mouth of the Santa Ana River. His various responsibilities include the endangered least Bell's vireo recovery efforts in Prado Basin and throughout the watershed. Dick has served on the Santa Ana Watershed Association for many years. He

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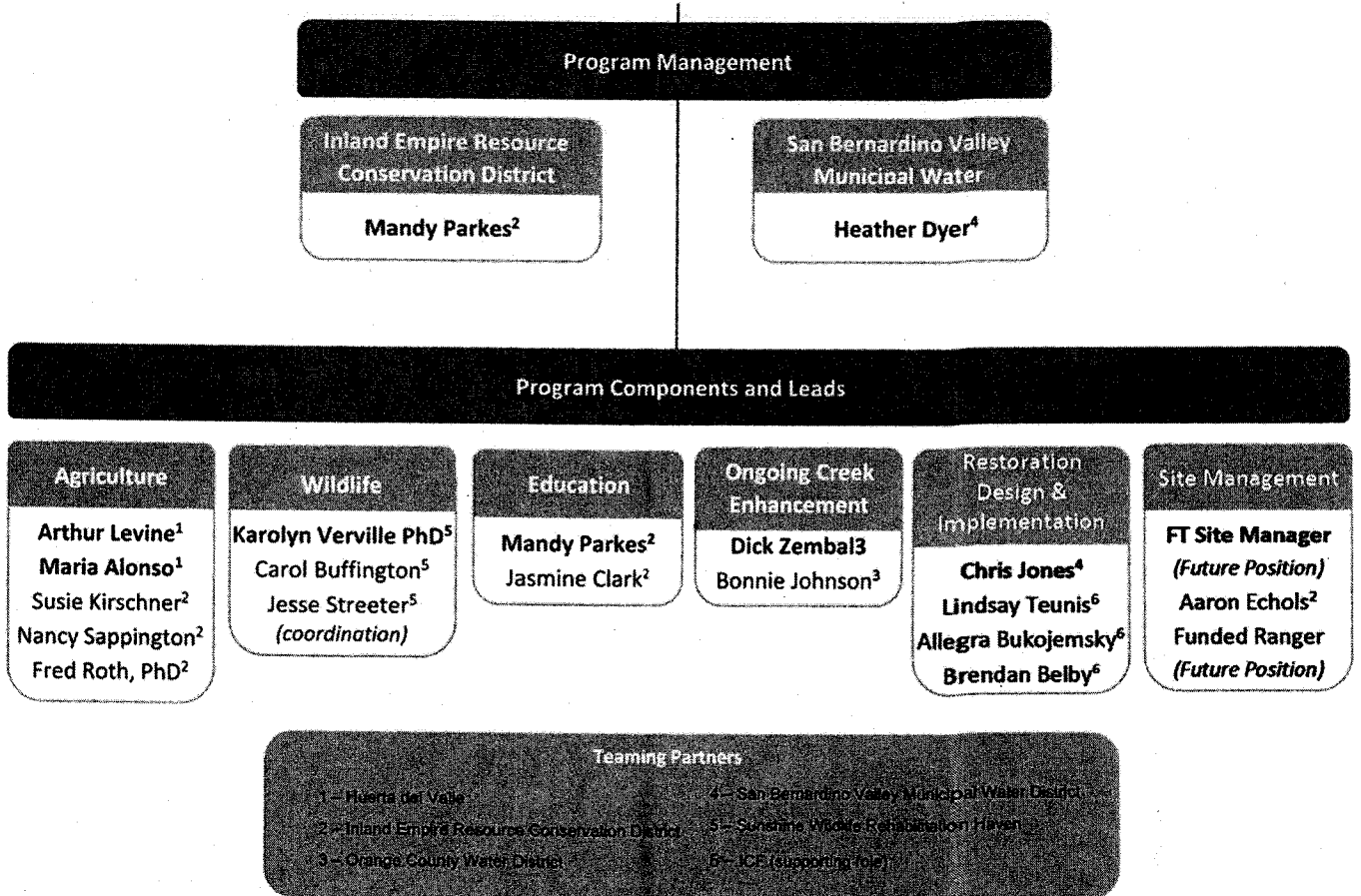
is an expert with native birds, local ecosystems and the many challenges facing the Santa Ana River Watershed. Prior to joining OCWD, he worked for the U.S. Fish and Wildlife Service as the Science Coordinator for the Salton Sea Project and for the Santa Ana River Watershed Program, which he founded. He also teaches the Natural History of California course at Saddleback College and is the author of numerous publications. In 2014 the Santa Ana Watershed Project Authority (SAWPA) presented Dick with the Loren Hays Award for Visionary Wildlife Management at its annual convention. The award is given to a wildlife professional who has contributed to integrating the goals and values of wildlife protection with water resource management.

Restoration Design and Implementation – Chris Jones is a biological resources project manager for the San Bernardino Valley Municipal Water District. He is working on implementation of conservation measures for the Upper Santa Ana River Habitat Conservation Plan (USARHCP) including restoration of tributaries to the Santa Ana River and several locations in the Santa Ana River floodplain, microhabitat creation for the Santa Ana sucker, translocation of Santa Ana sucker and other covered species. Chris is also working with a team to develop and implement a long term monitoring plan to examine potential effects of the HCP covered activities and benefits of HCP conservation measures on hydrology, riparian habitat, and listed species in the Santa Ana River watershed upstream of Prado Dam. Prior to joining the SBVMWD in July 2018, Chris worked on habitat restoration projects with the U.S. Army Corps of Engineers, Los Angeles District (Corps). He worked on environmental aspects of the Santa Ana River Mainstem Project for nearly 10 years. Mitigation and restoration associated with the Mainstem Project included management of several hundreds of acres of non-native plant management, restoration of sites temporarily impacted by construction, habitat creation for species including but not limited to the Santa Ana sucker and least Bell's vireo. Chris was also working on the planning of the Prado Basin Feasibility Study while at the Corps, which is a dual purpose study intended to provide water conservation benefits while also restoring thousands of acres of habitat with the Prado Basin and Santa Ana Canyon. Restoration measures that were formulated included non-native plant management, native plantings, management of native wildlife populations, as well as techniques to try to restore aquatic communities using techniques to manage sediment transport both up and downstream of Prado Dam.

EXHIBIT B SCOPE OF WORK

The organization chart below highlights the roles of all individuals involved in this project with a focus on the project management team and lead staff. Mandy Parkes has been authorized to negotiate the contract on behalf of the organization, her contact information follows.

Point of Contact/Contract Negotiation Lead:	
<p style="text-align: center;">Mandy Parkes, District Manager Inland Empire Resource Conservation District 25864-K Business Center Drive Redlands, CA 92374</p>	<p style="text-align: center;">General: 909-799-7407 Direct: 909-283-7779 Fax: 909-478-5501 mparkes@iercd.org</p>



**EXHIBIT B
SCOPE OF WORK**

The following rate tables have been provided for each of the key partners.

Inland Empire Resource Conservation District (IERCD)

IERCD Staffing List for LRNC - Key Staff					
<i>Name</i>	<i>Position</i>	<i>Contact</i>	<i>Years Experience in Field</i>	<i>Hourly Raw Rate</i>	<i>Programming Focus</i>
Jasmine Clark	Education Coordinator	jclark@iercd.org	2	\$27.81	Education program design/facilitation
Aaron Echols	Lead Field Ecologist	aechols@iercd.org	8	\$30.38	Natural resource programming, IERCD field station HQ development and support in coordination with site partners; on-site trainings, support for partner habitat work,
Susie Kirschner	Program Manager	skirschner@iercd.org	4	\$31.00	Sustainable ag programming, both in coordination with HdV and as part of IERCD's on-site programming
Mandy Parkes	District Manager	mparkes@iercd.org	10	\$51.84	Site-wide programming/partner
IERCD Staffing List for LRNC - Current Supporting Staff					
<i>Name</i>	<i>Position</i>		<i>Years of Experience in Field</i>	<i>Hourly Raw Rate</i>	<i>Programming Focus</i>
Alma Eichman	Conservation Educator		4	\$22.92	Education and Sustainable ag; bilingual programming
Miguel Garcia	Small Farms Specialist		4	\$29.00	Sustainable ag; bilingual programming
Gabriella Preciado	Conservation Educator Sustainable Ag		2	\$20.79	Education; bilingual programming
Lucy Ceja	Project Manager		3	\$19.99	Sustainable ag; bilingual programming
Collin Stratz	Field Ecologist		4	\$23.08	Natural resource programming
Shari Tindall	Conservation Educator		9	\$23.67	Education programming

<i>Name</i>	<i>Position</i>	<i>Years of Experience in Field</i>	<i>Hourly Raw Rate</i>	<i>Programming Focus</i>
TBD	Site Manager	2+ Desired	\$26.00	Site-wide operations and partner coordination

**EXHIBIT B
SCOPE OF WORK**

San Bernardino Valley Municipal Water District (SBVMWD)

Name	Position	Hourly Raw Rate
Heather Dyer	Project Manager	\$55/hr
Christopher Jones	Restoration Design and Implementation Lead	\$51/hr

Orange County Water District (OCWD)

Name	Position	Hourly Raw Rate
Richard Zembal	Creek Enhancement Lead	\$65/hr
Bonnie Johnson	Creek Enhancement Supporting Lead	\$55/hr

Huerta del Valle

Name	Title	Role	Hourly Rate
Maria Alonso	Executive Director	Administrative: Project Promotion and management of budgets	\$15.78
Arthur Levine	Projects Manager	Administrative: Project Evaluation, Design, Budgeting, and Fundraising	\$15.78
Xochitl Alejo	Admin Support	Administrative: Project record keeping and financial bookkeeping	\$15.78
Katia Colunga	Markets Manager	Marketing and Promotion: Market and sell produce on site and to offsite locations. Coordinate harvests.	\$15.78
Andres Vicario	Farmer and Farm Manager	Farming and Gardening: Farm manager for both sites. Plan work plans for each site and manage growers.	\$15.78
Nicolas Reza	Farmer	Farming and Gardening: Plant on JA site and Harvest.	\$15.78
Lynn Fang	Farmer and Soil Technician	Farming and Gardening: Manage composting and soil development on both sites.	\$15.78
Lucia Ceja	Markets Manager	Marketing and Promotion: Market and sell produce on site and to offsite locations. Coordinate harvests.	\$15.78
Volunteers	Field Hands	Farming and Gardening: TBD based on need	CA equivalent minimum wage
Farm Trainee	Grower	Farming and Gardening: Will manage a 1+ acre plot using organic methods	Will earn own income via sales

**EXHIBIT B
SCOPE OF WORK**

Farm Trainee	Grower	Farming and Gardening: Will manage a 1+ acre plot using organic methods	Will earn own income via sales
Farm Trainee	Grower	Farming and Gardening: Will manage a 1+ acre plot using organic methods	Will earn own income via sales
Farm Trainee	Grower	Farming and Gardening: Will manage a 1+ acre plot using organic methods	Will earn own income via sales
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Sunshine Haven Wildlife Rehabilitation

Sunshine Haven is a 100% volunteer based program and anticipates remaining this way for the immediate future. As such, no rates have been provided.

**EXHIBIT B
SCOPE OF WORK**

PERIOD OF PERFORMANCE

The team has read the statement regarding the period of performance and can meet the requested period of performance. During contract negotiations our team would like to request the District consider an extended lease period of 20 years and/or renewal language indicating that the team will be guaranteed a renewal if all lease terms have been met.