

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



ITEM: 13.2
(ID # 15366)

MEETING DATE:

Tuesday, June 08, 2021

FROM: Regional Parks and Open Space District:

SUBJECT: REGIONAL PARK AND OPEN-SPACE DISTRICT: Approve Agreement No. 200761 for Southwestern Riverside County Multi-Species Reserve Management between the Metropolitan Water District of Southern California and the Riverside County Regional Park and Open-Space District; District 3. [\$0] (Clerk to File Notice of Exemption)

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 Sections 15317 – Open space contracts or easements;
2. Approve Agreement No. 200761 for Southwestern Riverside County Multi-Species Reserve Management between the Metropolitan Water District of Southern California (Metropolitan) and the Riverside County Regional Park and Open-Space District (RivCoParks) and authorize the Chairman of the Board to execute the same;
3. Authorize the General Manager, or designee, to execute future amendments, as approved by County Counsel, that do not change the intent or purpose of the agreement, or amends the contract amount by no more that 10% of the original contract amount;
4. Instruct the Clerk of the Board to return three (3) copies of Agreement No. 200761 to RivCoParks; and
5. Instruct the Clerk of the Board to file the Notice of Exemption within five (5) days of Board approval.

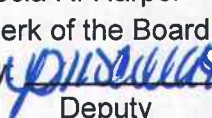
ACTION: Policy


Kyla R. Brown, General Manager 5/26/2021

MINUTES OF THE BOARD OF DIRECTORS

On motion of Supervisor Washington, seconded by Supervisor Spiegel and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez, and Hewitt
Nays: None
Absent: None
Date: June 8, 2021
xc: Parks, Recorder

Kecia R. Harper
Clerk of the Board
By 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: None			Budget Adjustment: No	
			For Fiscal Year: 20/21	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Southwestern Riverside County Multi-Species Reserve (Reserve) was established under a Multi-Species Habitat Conservation Plan (MSHCP, dated October 1992) for the benefit of wildlife and sensitive species in the area. Management activities for the Reserve are directed by the Reserve Management Committee (RMC), which is comprised of representatives from the Riverside County Regional Park and Open-Space District (District), Metropolitan Water District of Southern California (Metropolitan), U.S. Fish and Wildlife Service, California Department of Fish and Wildlife, and Riverside County Habitat Conservation Agency. These Agencies have entered into a Cooperative Management Agreement (CMA) which assists in guiding decisions on a regular basis.

Pursuant to the CMA, Metropolitan is the Reserve's appointed Resource Director and administers all contracts affecting the Reserve. On January 15, 1995, the District entered into consulting service Agreement No. 4632 (Agreement) with Metropolitan to provide management services within the Reserve, which is located in southwestern Riverside County near Metropolitan's Diamond Valley Lake and Lake Skinner.

On November 14, 2017, per M.O. 13.1, your Honorable Board approved Agreement No. 169767 for continued management of the Reserve and approved a First Amendment on July 14, 2020 per M.O. 13.2.

On August 4, 2020, Metropolitan released RFP-AM-1251 requesting proposals for future management of the Reserve. RivCoParks submitted a proposal on September 21, 2020, and was awarded the Reserve Contract on January 20, 2021 (Agreement NO. 200761). Agreement NO. 200761 will replace Agreement No. 169767, which will terminate as of June 30, 2021. Agreement NO. 200761 is a reimbursement-based consulting services agreement wherein the District is reimbursed for actual costs incurred according to an approved annual budget and work plan, not to exceed \$500,000 per year.

Impact on Citizens and Businesses

Agreement NO. 200761 will ensure continued management of the Reserve which improves water quality, air quality, increases biodiversity, and provides continued habitat protection.

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

Additional Fiscal Information

Agreement NO. 200761 will not affect existing budgeted expenditures, which will be reimbursed in full as they are incurred.

ATTACHMENTS:

Agreement NO. 200761 for Southwestern Riverside County Multi-Species Reserve
Management
Notice of Exemption



Gregory L. Priantos, Director County Counsel 5/27/2021

Certificate Of Completion

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Status: Delivered

Subject: The Metropolitan Water District of So. Cal.: 200761 RCRPOSP FINAL

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Alicia Mestas

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Los Angeles, CA 90012

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amestas@mwdh2o.com

Signer Events**Signature****Timestamp**

Peter Lan

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Principal Admin Analyst

Metropolitan Water District of Southern California-
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Olivia Freeman

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Manager, Professionals Services

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amarks@mwdh2o.com

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
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Jennifer Harriger jharriger@mw2dh2o.com Section Mgr-Environ Planning Metropolitan Water District Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 144.166.53.173	Sent: 5/21/2021 3:57:53 PM Viewed: 5/24/2021 7:50:39 AM Signed: 5/24/2021 2:46:47 PM

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Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Metropolitan Water District of Southern California- Procurement:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: jpoli@mwdh2o.com

To advise Metropolitan Water District of Southern California- Procurement of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at jpoli@mwdh2o.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Metropolitan Water District of Southern California- Procurement

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to jpoli@mwdh2o.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

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To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to jpoli@mwdh2o.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">•Allow per session cookies•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will

provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

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- Until or unless I notify Metropolitan Water District of Southern California-Procurement as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Metropolitan Water District of Southern California- Procurement during the course of my relationship with you.

NOTICE OF EXEMPTION

PROJECT TITLE	Multi Species Reserve Agreement No. 200761		
PROJECT LOCATION	Southwest Riverside County Multi Species Reserve 37701 Warren Rd, Winchester, CA 92596	COUNTY	Riverside
LEAD AGENCY	Riverside County Regional Park and Open Space District – Natural Resources Division		
CONTACT	Analicia Gomez, Senior Park Planner	PHONE	(951)955-6998
ADDRESS	4600 Crestmore Road, Jurupa Valley CA 92509		

PROJECT DESCRIPTION

The Project is a lease renewal between the Metropolitan Water District and the Riverside County Regional Park and Open-Space District (RivCoParks) for the management of the Multi-Species Reserve in southwestern Riverside County (the Reserve). The Reserve consists of approximately 14,000 acres of conserved land situated around Diamond Valley Lake and Lake Skinner. The Reserve is managed by RivCoParks for the benefit of 31 species covered under the Southwestern Riverside County MSHCP. Dominant habitat types on the Reserve consist of Riversidean sage scrub, cottonwood/willow riparian, oak woodland, grasslands, and chaparral at higher elevations.

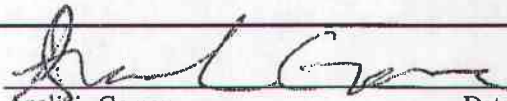
EXEMPTION STATUS


- ☒ Categorical Exemption Type/Section: Class 4§15317 Open space contracts and easements
☐ Statutory Exemption (state code section):
☐ Ministerial (§21080(b)(1); 15268)
☐ Declared Emergency (§21080(b)(3); 15269(a))
☐ Emergency Project (§21080(b)(4); 15269(b)(c))

REASONS PROJECT IS EXEMPT

This project meets the requirements of a Class 1 Categorical Exemption "15317 – Open space contracts and easements." Class 17 consists of the establishment of agricultural preserves, the making and renewing of open space contracts under the Williamson Act, or the acceptance of easements or fee interests in order to maintain the open space character of the area. The cancellation of such preserves, contracts, interests, or easements is not included and will normally be an action subject to the CEQA process.

DATE RECEIVED FOR FILING


Analicia Gomez Date 5/21/21
Senior Parks Planner
Riverside County Regional Park and Open Space District

Original Negative Declaration/Notice of
Determination was routed to County
Clerks for posting on 
6/11/21 Initial
Date

JUN 08 2021 13.2



AGREEMENT BETWEEN

**METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA
AND
RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT**

AGREEMENT NUMBER

200761

**RESERVE MANAGEMENT:
SOUTHWESTERN RIVERSIDE COUNTY MULTI-SPECIES RESERVE**

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

v011421

JUN 08 2021 13.2

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THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

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

Explanatory Recitals

1. Metropolitan is a public agency of the State of California engaged in transporting, storing, and distributing water in the counties of Los Angeles, Orange, Riverside, San Diego, San Bernardino, and Ventura, within the State of California.
2. Metropolitan established the Southwestern Riverside County Multi-Species Reserve (Reserve) located in southwestern Riverside County near Metropolitan's Diamond Valley Lake and Lake Skinner to provide for the continued survival and recovery of populations of sensitive species covered by the Multi-Species Habitat Conservation Plan for Southwestern Riverside County (MSHCP, dated October 1992).
3. The Reserve is managed by the Reserve Management Committee (RMC), composed of Metropolitan, U.S. Fish and Wildlife Service, California Department of Fish and Wildlife, Riverside County Regional Park and Open-Space District, and Riverside County Habitat Conservation Agency representatives pursuant to a Cooperative Management Agreement (CMA, dated October 1992), the overarching document governing all matters concerning the Reserve. The RMC is responsible for the management of the Reserve and the natural resources contained therein and the rights and responsibilities of each member of the RMC are outlined in the CMA. The RMC is responsible for oversight and adoption of the Reserve's Annual Operating Budgets (AOB) and Annual Work Plans (AWPs).
4. Pursuant to the CMA, Metropolitan is appointed the Resource Director and is authorized to enter into and administer all contracts affecting the Reserve, including contracts with consultants and service providers approved by the RMC.

5. This Agreement is entered into with RivCo Parks in response to Request for Proposal No. 1251 to provide Reserve management services pursuant to the CMA and MSHCP. This Agreement ("Agreement") provides the terms and conditions under which RivCo Parks agrees to perform management services pursuant to the CMA and MSHCP. This Agreement supersedes and replaces Metropolitan Agreement No. 169767 (dated November 2017) with RivCo Parks as extended/amended in July 2020. Upon execution of this Agreement, Agreement No. 169767 will be terminated. This Agreement shall be established as an Annual Agreement with option years that may be extended annually by Metropolitan's written notice and limits the maximum amount payable per contract year.

6. Metropolitan does not guarantee that the services stated in the scope of work will be required for the entire duration of the Agreement.

7. Metropolitan desires to retain RivCo Parks, and RivCo Parks desires to perform the services required by Metropolitan according to the terms set forth hereinafter.

Terms of Agreement

1. **Scope of Work**

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

b. The services described in the Scope of Work will be provided by RivCo Parks under the direction of, and at the discretion of Metropolitan, as the Reserve Resources Director.

c. All services will be ordered, and as necessary, further defined through the issuance of written Task Orders. All Task Orders must be completed and signed by RivCo Parks and the Agreement Administrator before proceeding with services. Task Orders may be negotiated with a not-to-exceed amount or as fixed-price that may include milestones or project deliverables, which on completion shall be subject to Agreement Administrator review and acceptance. Sub-contractors will be identified on the Task Orders. Before utilizing sub-contractors, a copy of sub-contractor fee schedules must be submitted and approved by the

Agreement Administrator as part of the Task Order. A sample Task Order form is attached hereto as **Exhibit B**.

2. Time and Term

Time is of the essence in the performance of services under this Agreement. This Agreement is in effect from **July 1, 2021 through June 30, 2022**, with four (4) optional one-year extensions, subject to earlier termination pursuant to Article 3 below. Metropolitan may exercise its option to extend the Agreement term by providing written notice to the RivCo Parks.

3. Termination

Metropolitan may terminate this Agreement with or without cause by providing written notice to RivCo Parks not less than thirty (30) days prior to an effective termination date. Metropolitan's only obligation in the event of termination will be payment of fees and expenses incurred in conformity with this Agreement up to and including the effective date of termination.

4. Metropolitan Agreement Administrator

a. In performing services under this Agreement, RivCo Parks shall coordinate all contact with Metropolitan through its Agreement Administrator (Metropolitan Agreement Administrator). For purposes of this Agreement, Metropolitan designates **Alex Marks** as the Metropolitan Agreement Administrator. Metropolitan reserves the right to change this designation upon written notice to RivCo Parks.

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

5. RivCo Agreement Administrator

In utilizing the services under this Agreement, Metropolitan shall coordinate all contact with RivCo Parks through RivCo Parks' Agreement Administrator (RCP Agreement Administrator). For purposes of this Agreement, RivCo Parks designates **Erin Gettis, Assistant Parks Director**, as the RCP Agreement Administrator. RivCo Parks reserves the right to change this designation upon written notice to Metropolitan.

6. Independent Contractor

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

7. Sub-contractors

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

b. RivCo Parks shall be responsible to Metropolitan for all services to be performed under this Agreement. All sub-contractors and their billing rates shall be approved by the Agreement Administrator. RivCo Parks shall be liable and accountable for any and all payments or other compensation to all sub-contractors performing services under this Agreement. Metropolitan shall not be liable for any payment or other compensation for any sub-contractors.

c. RivCo Parks' contracts with sub-contractors shall require sub-contractor to maintain Workers' Compensation and Automobile Liability insurance as required by the State of California and include the following articles: Intellectual Property, Nonuse of Intellectual Property of Third Parties, Audit, and Equal Employment Opportunity and Affirmative Actions as set forth in this Agreement.

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

8. Compensation

a. For the services performed and the costs incurred by RivCo Parks under this Agreement, and with approval of Agreement Administrator, Metropolitan will compensate RivCo Parks in accordance with approved Task Orders. All Task Orders shall be consistent with Fee Schedule (attached hereto as **Exhibit C**), AWP and AOB prepared by RivCo Parks. The Task Orders may be amended or revised as approved by the Agreement Administrator.

b. AWP and AOBs based on a July 1 to June 30 fiscal year shall be approved by the RMC prior to July 1 of each fiscal year pursuant to this Agreement. No work shall be performed during each fiscal year under this Agreement until the AWP and AOB for that respective fiscal year is approved.

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

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

e. No administrative overhead costs will be reimbursed.

f. Any work proposed to be done on the Reserve by RivCo Parks funded by grants or other sources that is not included in the approved AWP and AOB must be presented by Metropolitan's Agreement Administrator to the RMC for consideration and approval prior to RivCo Parks committing to such work. RivCo Parks shall obtain approval from the Agreement Administrator prior to submitting any application for a grant or other funding source. Approved work funded by grants or other sources must adhere to this agreement and the parameters of the MSHCP and CMA. A Task Order shall be required and signed by RivCo Parks and the Agreement Administrator prior to proceeding with work on the Reserve funded by grants or

other sources and the amount and fund source, applicability to the task, and mechanism for reimbursement to RivCo Parks will be specified.

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

9. Maximum Amount

The maximum amount payable per contract year under the terms of this Agreement, including expenses, will not exceed **\$500,000**. RivCo Parks shall promptly notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached 80% of the maximum amount allowable per contract year. RivCo Parks shall concurrently inform the Agreement Administrator of RivCo Parks' estimate of total expenditures required to complete its current assignment. When the remaining work would exceed the maximum amount payable, RivCo Parks shall await direction from the Agreement Administrator before proceeding with further work.

10. Billings and Payments

a. RivCo Parks shall submit a monthly invoice within thirty (30) days after month-end being incurred to Metropolitan's Accounts Payable Section, whose e-mail address is AccountsPayableBusiness@mw dh2o.com, and provide a copy to the Agreement Administrator, Alex Marks at amarks@mw dh2o.com and Denise Sanchez dsanchez@mw dh2o.com. Any RivCo Parks address change must be submitted in writing to Metropolitan's Professional Services Contracting Team at AgreementAddressChange@mw dh2o.com. Without proper notification of an address change, RivCo Parks' invoice payment may be delayed. A sample invoice is attached hereto as **Exhibit E**.

b. The individual listed in the agreement as RivCo Parks' RCP Agreement Administrator or Michael Alferez, Fiscal Manager shall sign and certify the invoice to be true and correct to the best of his/her knowledge. RivCo Parks' invoices shall include the following information:

i. RivCo Parks' name and mailing address, Metropolitan's project name and agreement number, Task Order number, the beginning and ending billing dates, the

maximum amount payable, a summary of costs by Task Order for the current invoice, amount due for the invoice, and cumulative to date fiscal year billing by Task Order.

ii. A description, by Task Order, of all work performed during the monthly billing period, including for each RivCo Parks staff and subcontractor whose hours are billed on the invoice.

iii. Only RivCo Parks staff or subcontractors included on Task Order fee schedules shall be authorized to bill hours worked.

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

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

iv. Invoices shall itemize allowable expenses and must include receipts for any item purchased for which reimbursement is sought. Reimbursement shall only be provided for expenses allowable per approved Task Orders. RivCo Parks shall contact the Agreement Administrator in writing for approval prior to making any purchases or expending any monies, which may not be allowable or are unclear per the approved Task Orders. Attached receipts shall itemize each cost and provide descriptive information so that expenses are separately identified. Metropolitan reserves the right not to reimburse for RivCo Parks expenses not clearly included in approved Task Orders.

v. RivCo Parks shall attach a copy of each sub-contractor invoice for which reimbursement is sought. Sub-contractor's invoices shall set forth the actual rates and expenses charged to the RivCo Parks.

vi. Multiple Task Orders shall be billed on a single invoice; however, the charges and supporting documentation (receipts) shall be separated by the appropriate Task Order.

c. Subject to the approval of the Agreement Administrator, Metropolitan shall make payment to RivCo Parks 45 days after receipt of the invoice. RivCo Parks' invoices submitted ninety (90) days after completion of work under approved Task Orders may be delayed or not paid.

11. Reserved

12. Business Outreach Program

It is the policy and practice of Metropolitan to solicit participation by individuals and businesses, including but not limited to small businesses, locally owned businesses, women, minorities, disabled veterans, and economically disadvantaged enterprises, in the performance of all construction, professional services, procurement contracts, supplies, and equipment procured by Metropolitan. In performing services under this Agreement, RivCo Parks shall endeavor to further this policy whenever practicable.

13. Successors and Assignment

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

14. Reserved

15. Use of Materials

a. Metropolitan will make available to RivCo Parks such materials from its files that RivCo Parks may require to perform services under this Agreement. Such materials shall remain the property of Metropolitan while in RivCo Parks' possession. Upon termination of this Agreement, or completion of work under this Agreement, RivCo Parks shall turn over to Metropolitan any property of Metropolitan in its possession and any calculations, notes, reports, electronic files, or other materials prepared by RivCo Parks and/or its consultants,

contractors or affiliated researchers in the course of performing the services under this Agreement. All requested property and work products shall be turned over to Metropolitan within 30 days of the request.

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

16. Intellectual Property

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

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

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

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

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

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

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

17. Nonuse of Intellectual Property of Third Parties

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

18. Legal Requirements

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

b. A copy of required licenses or permits must be submitted to Metropolitan for review if requested.

19. Guarantee and Warranty

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

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

20. Access to Metropolitan Premises

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

b. RivCo Parks shall verify that all persons employed or engaged by RivCo Parks or its sub-contractors who drive or operate machinery requiring specialized permits or licenses on Metropolitan's Premises have a valid license to do so.

c. RivCo Parks shall maintain criminal and employment background checks and all other documents supporting its verification of the above requirements in its files and shall, upon Metropolitan's request, provide copies of or access to all such records.

d. For each person scheduled to work on Metropolitan's Premises, RivCo Parks shall submit to Metropolitan's Agreement Administrator the name and written

verification of the above requirements at least ten 10 workdays prior to the first proposed work start date on Metropolitan's Premises. RivCo Parks or sub-contractor personnel requiring access to Metropolitan Premises shall present the following to Metropolitan's Security services (Security) personnel stationed at facility entrances:

- i. Federal or State issued photo identification such as California Driver's License or Passport. Matricula I.D.'s are not acceptable.
- ii. Employee identification indicating that the individual(s) seeking access is/are current employee(s) of the RivCo Parks or sub-contractor performing services for Metropolitan.
- e. When circumstances require that RivCo Parks or sub-contractor personnel be issued an access badge to Metropolitan facilities, Security will generate a badge available for pickup at the guard station by the individual(s) requiring access. Said individual(s) shall be prepared to leave a valid picture identification with Security in exchange for receipt of the access badge. As a condition of leaving the premises said individual(s) shall return the access badge to Security in order to receive the provided identification.
- f. Upon Metropolitan's notice, RivCo Parks shall bar from Metropolitan's premises any RivCo Parks or sub-contractor employee who, in the opinion of Metropolitan, is incompetent, disorderly, violates safety requirements, poses a security risk, or otherwise threatens to disrupt the work or Metropolitan's operations.

21. Indemnity

- a. RivCo Parks assumes all risk of injury to its employees, agents, and contractors, including loss or damage to property.
- b. RivCo Parks shall defend, indemnify, and hold harmless Metropolitan, its Board of Directors, officers, employees, and agents from and against all claims, suits, or causes of action for injury to any person or damage to any property to the proportionate extent arising out of, pertaining to, or related to RivCo Parks' negligence, recklessness or willful misconduct in the performance of this Agreement, including any claims, suits, or causes of action by any

employee of RivCo Parks and/or sub-contractors relating to his or her employment status with Metropolitan and/or rights to employment benefits from Metropolitan.

22. Insurance

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

b. RivCo Parks shall sustain proof of insurance coverage in an updated ACORD form, attached hereto as **Exhibit F** and incorporated by reference, during the term of this Agreement. Failure to provide the updated insurance ACORD form annually may result in the withholding of RivCo Parks' invoice payment. RivCo Parks shall list the agreement number on the ACORD form and e-mail to Metropolitan's AgreementInsurance@mwdh2o.com and a copy to the Agreement Administrator at amarks@mwdh2o.com and Denise Sanchez at dsanchez@mwdh2o.com. **(HARD COPIES OF ACORD CERTIFICATES ARE NOT ACCEPTABLE)**

c. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- i. Insurance Services Office Commercial Liability coverage (occurrence Form CG0001).
- ii. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1, (any auto).
- iii. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- iv. Professional Liability or Errors and Omissions Liability insurance appropriate to the RivCo Parks' profession.

d. Minimum Limits of Insurance

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

ii. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

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

iv. Professional Liability or Errors and Omissions Liability: \$1,000,000 per claim.

e. Deductibles and Self-Insurance Retentions: Any deductibles or self-insured retentions must be declared to and approved by Metropolitan. At the option of Metropolitan, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to Metropolitan, its officers, officials, employees, agents and volunteers; or the RivCo Parks shall provide a financial guarantee satisfactory to Metropolitan guaranteeing payment of losses and related investigations, claim administration and defense expenses.

f. Verification of Coverage: RivCo Parks shall furnish Metropolitan with original certificates and amendatory endorsements affecting coverage required by this clause. The endorsements and certificates are to be received and approved by Metropolitan prior to the commencement of work. Metropolitan reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting coverage, and coverage binders required by these specifications at any time.

g. Acceptability of Insurers: Insurance is to be placed with California admitted insurers with a current A.M. Best's rating of no less than A:VIII. A non-admitted carrier may be used with prior approval from Metropolitan, with an A.M. Best rating of no less

than A: X. An exception to these standards will be made for the State Compensation Insurance Fund when not specifically rated.

h. General Liability and Automobile Liability Endorsements: The commercial general liability policy and automobile policies are to contain, or be endorsed to contain, the following provisions:

i. Metropolitan, its officers, officials, employees, and agents are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the RivCo Parks; or automobiles owned, leased, hired or borrowed by the RivCo Parks.

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

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

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

i. Other Endorsements and Insurance Provisions

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

ii. The workers' compensation insurer agrees to waive all rights of subrogation against Metropolitan for injuries to employees of the insured (RivCo Parks) resulting from work for Metropolitan or use of Metropolitan's premises or facilities.

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

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

2) Insurance must be maintained for at least five (5) years after completion of the contract work. On Metropolitan's request, RivCo Parks shall provide evidence of insurance verifying that coverage is/was in effect during the said five-year period.

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

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

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

23. Audit

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

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

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

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

Metropolitan is an equal opportunity employer and a federal contractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a), and 41 CFR 60-741.5(a) and that these regulations are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status, or disability. The parties additionally agree that, as applicable, they will abide by the written affirmative action program requirements of 41 CFR 60-1.40, 41 CFR 60-300.40, and 41 CFR 60-741.40. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws. The parties further agree that, as applicable, they will abide by the requirements of Federal Acquisition Regulation Clauses 52.222-26 (Equal Opportunity), 52.222-35 (Equal Opportunity for Veterans), 52.222-36 (Affirmative Action for Workers with Disabilities), and 52.222-40 (Notification of Employee Rights Under the National Labor Relations Act) and that these regulations are incorporated herein by reference. RivCo Parks agrees to submit to Metropolitan evidence of compliance with this article, as applicable, within 30 days of a request.

25. Prohibited Relationships with Sanctioned Countries and Persons

RivCo Parks represents and warrants that both 1) RivCo Parks, and 2) to RivCo Parks' knowledge, its directors, officers, employees, subsidiaries and sub-contractors, are not engaged in any business transactions or other activities prohibited by any laws, regulations or executive orders relating to terrorism, trade embargoes or money laundering ("Anti-Terrorism Laws"), including Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (the "Executive Order"), the Patriot Act, and the regulations administered by the Office of

Foreign Assets Control ("OFAC") of the U.S. Department of Treasury, including those parties named on OFAC's Specially Designated Nationals and Blocked Persons List. RivCo Parks is in compliance with the regulations administered by OFAC and any other Anti-Terrorism Laws, including the Executive Order and the Patriot Act. In the event of any violation of this section, Metropolitan shall be entitled to immediately terminate this Agreement and take such other actions as are permitted or required to be taken under law or in equity.

26. Conflict of Interest and Gift Restrictions

a. RivCo Parks represents that it has advised Metropolitan in writing prior to the date of signing of this Agreement of any known relationships with a third party, Metropolitan's Board of Directors, or employees which would (1) present a conflict of interest with the rendering of services under this Agreement, (2) prevent RivCo Parks from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

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

c. RivCo Parks is hereby notified that Sections 7130 and 7131 Metropolitan's Administrative Code, the California Political Reform Act ("PRA") and regulations of the Fair Political Practices Commission ("FPPC") prohibit Metropolitan Board members, officers, and employees from receiving or agreeing to receive, directly or indirectly, any compensation, reward or gift from any source except from his or her appointing authority or employer, for any action related to the conduct of Metropolitan's business, except as specifically provided in the Administrative Code Sections 7130 and 7131, the PRA and FPPC

regulations. RivCo Parks agrees not to offer any prohibited compensation, reward, or gift to any Metropolitan Board member, officer, or employee.

27. Release of Information

RivCo Parks shall not make public information releases or otherwise publish any information obtained or produced by it as a result of, or in connection with, the performance of services under this Agreement without the prior written authorization from the Agreement Administrator. **This provision survives the termination of this Agreement.**

28. Use of Metropolitan's Name

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

29. Force Majeure Events

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

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

30. Reserved

31. Notices

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

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

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

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

32. Severability

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

33. Jurisdiction and Venue

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

34. Waiver

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

35. Entire Agreement

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

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

36. Joint Drafting

Both parties have participated in the drafting of this Agreement.

37. COVID-19 Safe Work Plan

a. RivCo Parks shall develop a COVID-19 Safe Work Plan and submit to Metropolitan's Agreement Administrator for review and approval.

b. Metropolitan's Agreement Administrator is responsible for providing the visitors/contractors/consultants with the COVID-19 Self Health Review/Safety Requirements form if they enter a Metropolitan facility other than the Reserve, attached hereto as **Exhibit G**.

c. The COVID-19 Safe Work Plan shall follow the latest Center for Disease Control and Prevention (CDC), California Department of Public Health (CDPH), and local county and city COVID-19 guidance and/or requirements as shown in **Exhibit H**.

d. At a minimum, the COVID-19 Safe Work Plan shall include the following requirements:

- Practicing social distance
- Face covering
- Frequent hand washing
- No touching of face or mouth
- Frequent cleaning/disinfecting of all items touched throughout each day
- Twice-daily cleaning/disinfecting of all field offices
- Plans for how to accomplish any activities that involve multiple parties
- Screening of all workers at the start of each work shift
- Notifying the Engineer immediately if any of the workers have symptoms of COVID-19 or tested positive for COVID-19.

38. Equipment and Tools

a. Tools and equipment purchased with Reserve endowment funds under Reserve Management Agreement No. 169767 or previous approvals that are the property of Metropolitan will be available to RivCo Parks and are included on the inventory list provided in **Exhibit I**. These items shall remain the property of Metropolitan while in RivCo Parks' possession and shall be returned to Metropolitan in the same or as close to the condition the items received in upon termination of this Agreement or completion of work under this Agreement. RivCo Parks assumes all risk of injury to its employees, agents, contractors, and subcontractors, including loss or damage to property associated with the use of these items and as provided in this Agreement.

b. RivCo Parks may utilize the equipment and materials listed in Exhibit I Equipment and Tools at no cost. If any of the equipment or tools from Exhibit I are needed to perform the services but are inoperable, RivCo Parks shall notify Agreement Administrator and update the list in Exhibit I. RivCo Parks, at RivCo Parks' cost, shall provide all tools and equipment to perform the work required in this Agreement.

c. Tools, equipment, and supplies not included in the inventory list provided in Exhibit I but needed to perform the work required in the Scope of Work provided in Exhibit A and approved Task Orders, shall be provided by RivCo Parks, at RivCo Parks' cost.

d. Metropolitan will reimburse RivCo Parks for the cost without markup of direct materials such as for the purchase of seeds, container plants, herbicide, and signs associated with and included in approved Task Orders only.

e. RivCo Parks shall furnish their own vehicles to utilize in the performance of Reserve management duties, including for travel within, and to and from distinct areas of the Reserve to perform the work required in the Scope of Work provided in Exhibit A and approved Task Orders.

f. RivCo Parks shall be responsible for assuring that its employees are equipped with all safety and personal protective equipment necessary for performing the services required in the Scope of Work provided in Exhibit A and approved Task Orders. Costs associated with these types of items will not be reimbursed by Metropolitan.

[Signatures on Next Page]

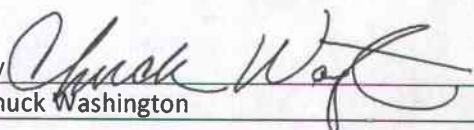
Signature Page

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

RIVERSIDE COUNTY REGIONAL PARK AND
OPEN-SPACE DISTRICT

THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA

Jeffrey Kightlinger
General Manager

By 
Chuck Washington

By
Shane Chapman


Chairman, Board of Directors

Assistant General Manager/
Chief Administrative Officer

Date 06.08.2021

Date


ATTEST:

By 
Kecia Harper
Clerk of the Board

Date 06.08.2021

APPROVED AS TO FORM

APPROVED AS TO FORM:
Marcia L. Scully
General Counsel

By 
Kristine Bell-Valdez
Supervising Deputy County Counsel

By
Setha E. Schlang
Senior Deputy General Counsel

Date 5/27/2021

Date

AM: 200761//020221
Attachments

Exhibit A – Scope of Work

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

The MSHCP identifies the goals and objectives of Reserve management. These goals and objectives are described in detail in the MSHCP and summarized as follows: (a) cooperatively manage Reserve lands as a single ecological unit; (b) manage the Reserve to promote quality and diversity of plant and animal communities; (c) accommodate research; (d) without compromising management for habitat and species, to provide opportunities for teaching and interpretive activities, historical and cultural research and interpretation, and nature study and appreciation; and (e) without compromising management for habitat and species, to provide for low-impact recreational opportunities in areas deemed appropriate for such activities by the RMC. Specifically, RivCo Parks will prepare and implement AWP, including budgets, subject to RMC approval, after Agreement Administrator approval, for the specific land and natural resource management and related services to be carried out on the Reserve.

All services and work provided by RivCo Parks pursuant to this agreement and scope of work shall be coordinated and overseen by the RivCo Parks designated Reserve Manager or his/her appointee. The Reserve Manager shall be approved in advance of commencing his/her duties on the Reserve by the Agreement Administrator. Following are the services to be provided in fulfillment of this agreement, including the duties of the designated Reserve Manager.

ADAPTIVE MANAGEMENT OF NATIVE HABITATS AND SPECIES COVERED UNDER THE MSHCP

RivCo Parks shall conduct management activities to protect, enhance, and restore populations of wide-ranging and sensitive species covered by the MSHCP on the Reserve including but not limited to the following:

1. Update initially and periodically, as necessary, the existing Reserve Management Plan (RMP), prepared in 2008, which shall be consistent with and designed to achieve the management goals and objectives stated in the MSHCP.
2. Conduct sensitive animal and plant species surveys and monitoring to determine condition, status, and trends to develop management goals.
3. Provide content to existing Reserve websites hosted by RMC member agencies to inform the public of land management activities and/or events on the Reserve.
4. Prepare and implement AWP (AWP) that describe the objectives, goals, strategies, priorities, and budgets outlined in this subsection for the Reserve, consistent with the

goals, objectives, and strategies stated in the Reserve Management Plan (RMP) and MSHCP.

5. Prepare Annual Operating Budgets (AOB) to carry out the management activities for the Reserve as described in AWP.
6. Attend RMC meetings and other meetings and workshops relevant to management of the Reserve.
7. Coordinate, cooperate, and communicate with the following entities (communication with the entities in g, except under emergency situations, should occur only after initial communication with Metropolitan's Agreement Administrator):
 - a. Metropolitan's Agreement Administrator for operation and maintenance of its facilities and property and for performance of activities authorized under the CMA.
 - b. RMC for activities specific to management of the Reserve as authorized by the CMA.
 - c. Third parties who have approved access rights to the Reserve as allowed by the CMA and/or Metropolitan.
 - d. Riverside County Habitat Conservation Agency (RCHCA) for activities specific to management of SKR under the 1995 SKR Plan and on RCHCA owned land within the Reserve.
 - e. Adjacent landowners and other land managers, organizations, and individuals to the extent that those entities' activities may relate to Reserve management actions.
 - f. Federal and state regulatory agencies and permitting bodies to ensure compliance regulations.
 - g. Interact with and respond to the public and provide information about the Reserve.
8. Provide a monthly summary of all work performed and anticipated during the ensuing month.

Vegetation Community Monitoring and Management

1. Qualitative and quantitative monitoring of the condition and acreage of vegetation communities.
2. Implement a prescribed fire program inclusive of but not limited to the following components.
 - a. Coordination with CalFire to prepare and implement burn plans.
 - b. Create a "Before" and "After" checklist for each prescribed burn.
 - c. Provide a map of sensitive biological and historical resources to fire protection agencies.
 - d. Prepare and provide burn details in advance to Agreement Administrator in order to ensure coordination within Metropolitan.

3. Develop a wildfire protection program including working with adjacent landowners on appropriate fuel modification zone maintenance in areas bordering the Reserve and Metropolitan with respect to its adjacent facilities.
4. Work with adjacent landowners on appropriate fuel modification zone maintenance in areas bordering the Reserve.
5. Passively monitor for invasive pests including shot hole borer species by identifying areas of dead and dying native trees and shrubs.
6. Conduct sensitive plant species surveys and monitoring to determine condition, status, and trends to develop management goals.

Habitat Enhancement and Restoration

1. Create and implement a Reserve-wide restoration and enhancement prioritization plan, including site-specific projects focused on but not limited to the Reserve's grassland, coastal sage scrub, oak woodland, and riparian habitats.
2. When appropriate, cultivate native seeds and/or cuttings on-site for use on the Reserve restoration areas.

Invasive and Non-native Species Management

1. Develop and implement a control plan for non-native and invasive plant and animal species that pose a threat to the native habitats and species on the Reserve, including identifying and prioritizing removal based on impacts to sensitive species covered in the MSHCP, the Reserve's habitats, and potential to spread.
2. Identify and prioritize invasive species based on impacts to sensitive species covered in the MSHCP, habitats, and potential to spread.
3. Remove invasive species based on impacts to priority sensitive species and habitats.
4. Map occurrences of zero-tolerance species.
5. Develop control strategies in cooperation with other land management entities, governmental, and/or non-profit agencies or organizations.
6. Develop an early detection and rapid response program to maximize the potential to detect and eliminate new non-native species introduced to the Reserve.

Wildlife Management

1. Qualitatively, and as appropriate quantitatively, determine the status, condition and long-term trend of species covered under the MSHCP, including assessing threats to species populations.
2. Conduct sensitive animal and plant species surveys and monitoring to determine condition, status, and trends to develop management goals.

RESERVE PROTECTION

1. Create and implement a reserve protection plan that includes conducting unarmed

security patrol of the Reserve seven days per week utilizing 4x4 patrol vehicles to deter and prevent trespassing, vandalism, poaching, and theft and to ensure protection of its habitats, wildlife, cultural resources, facilities, and equipment and incorporates the items below.

2. Interact with the public when needed to educate and enforce rules regarding trespassing and provide information about authorized public access opportunities.
3. Coordinate with Metropolitan security personnel and local law enforcement to enforce applicable laws and regulations, report criminal activity, and remove and prosecute violators, as applicable.
4. Develop and maintain positive relationships with adjacent property owners.
5. Inspect Reserve facilities including, but not limited to, structures, gates, fences, roads, locks, and signage and provide reports to the Agreement Administrator and Metropolitan security personnel on issues requiring attention and/or repair.
6. Conduct minor, temporary, and emergency repairs of Reserve facilities including, but not limited to, structures, gates, fences, roads, locks and signage.
7. Remove litter, trash, or debris including directing the removal of large objects, such as abandoned vehicles.
8. Provide content to the RMP to achieve the management goals and objectives in the MSHCP related to the minimization of impacts caused by human disturbance and use.
9. Prepare AOBs to accomplish the Reserve Protection services to be carried out in the Reserve as described in AWP.
10. Attend RMC meetings and other meetings and workshops as may be relevant to the provision of Reserve Protection services on the Reserve.

INTERPRETIVE, EDUCATION, AND OUTREACH SERVICES

1. Create and provide interpretive programs to educate the public of all ages about the Reserve, its species, and habitats in a manner that is compatible with wildlife and sensitive biological resources and meets MSHCP goals and objectives.
2. Prepare and implement AWP that describe the objectives, goals, strategies, priorities, and budgets for the interpretive, education, and outreach service programs, consistent with and to implement the goals, objectives, and strategies stated in the RMP and MSHCP.
3. Prepare AOBs to accomplish the interpretive, education, and outreach programs to be carried out in the Reserve as described in AWP.
4. Provide content to the RMP to achieve the management goals and objectives in the MSHCP related to interpretive services.
5. Provide content to existing Reserve websites hosted by RMC member agencies to inform the public about the Reserve and of scheduled interpretive programs and events to be held on the Reserve.

6. Create a volunteer program to supplement the interpretive services.
7. Attend RMC meetings and other meetings and workshops as may be relevant to the provision of interpretive, education, and outreach services on the Reserve.

RESERVE RESEARCH COORDINATION

1. Review and advise Agreement Administrator of all proposals submitted to conduct research on the Reserve. Researchers may be required to obtain entry permits from Metropolitan prior to accessing the Reserve.
2. In coordination with Agreement Administrator, ensure compatibility of research proposals with the Reserve and MSHCP and that all proposal advance the goals and objectives of the MSHCP.
3. Create a Reserve research program work plan including but not limited to a process for intake and review of research proposals, researcher field visit coordination, monitoring on-site activities by researchers to ensure Reserve resources are appropriately accessed and not damaged, collection of research reports and data generated, and cataloguing research results and collected data.
4. Organize the library of reports of research conducted and data collected on the Reserve, including creating an electronic repository to the extent feasible.

RESERVE MANAGER DUTIES

1. RivCo Parks shall provide a dedicated Reserve Manager to serve as a lead staff member throughout the duration of the Project to oversee and ensure the continued progress and success of the Project.
2. Oversee, manage, and coordinate the day-to-day activities carried out per this scope of work with assistance from the Agreement Administrator.
3. Immediately notify Agreement Administrator of risk to the successful implementation of the AWP and approved Task Orders.
4. The RivCo Parks Reserve Manager will maintain an issues log including the details of each issue, including level of risk, priority, assignment, status and resolution.
5. Provide a monthly summary of all work performed and anticipated during the ensuing month to the Agreement Administrator.
6. Provide quarterly management reports to the RMC, after initial approval by the Agreement Administrator, addressing but not limited to progress implementing AWP, highlighting any notable accomplishments, and describing issues of potential concern.
7. Provide an annual summary management report to the RMC, after initial approval by the Agreement Administrator.
8. Meet with the Agreement Administrator to regularly audit the performance of RivCo Parks' work (both inspection and on-site contract administration) for compliance with Metropolitan's procedures and practices on a to be determined schedule.

9. Attend meetings of the RMC to provide the following but not limited to quarterly management reports, AWP and AOB, security and patrol reports, and respond to RMC and member of the public questions/comments.
10. Assign RivCo Parks reserve management staff to attend RMC meetings.
11. Coordinate, cooperate, and communicate with the following entities (communication with the entities in b-g, identified below, should occur only after initial communication with Metropolitan's Agreement Administrator except under emergency situations):
 - a. Metropolitan's Agreement Administrator for operation and maintenance of its facilities and property and for performance of activities authorized under the CMA.
 - b. RMC for activities specific to management of the Reserve as authorized by the CMA and to provide data to RMC member agencies on issue of shared interest and/or responsibility.
 - c. Third parties who have approved access rights to the Reserve as allowed by the CMA and/or Metropolitan.
 - d. RCHCA for activities specific to management of SKR under the 1995 SKR Plan and on RCHCA owned land within the Reserve.
 - e. Adjacent landowners and other land managers, organizations, and individuals to the extent that those entities' activities may relate to Reserve management actions.
 - f. Federal and state regulatory agencies and permitting bodies to ensure compliance with regulations.
 - g. Interact with and respond to the public and provide information about the Reserve.

PREPARATION AND IMPLEMENTATION OF AWP AND AOB

1. RivCo Parks will prepare AWP and AOB that will be presented to the RMC for approval after initial approval by Metropolitan.
2. AWP will set forth the specific land and natural resource management and other reserve management services included in this scope of work to be carried out on the Reserve during the ensuing year.
3. AWP and AOBs will be prepared in a timely fashion in order to be approved by the RMC prior to July 1, the beginning of the fiscal year, consistent with the requirements of the CMA commencing with the 2021/2022 fiscal year.
4. AWP may be revised by RivCo Parks at any time during the year to reflect changing priorities or availability of resources, with revisions subject to the approval of the RMC, after Agreement Administrator approval.
5. AOBs will be prepared not to exceed an agreed-upon amount nor per this agreement that would be deemed necessary to implement the AWP.
6. The initial AWP prepared under this agreement will be consistent with and further the goals and objectives in the 2008 Reserve Management Plan. Subsequent AWP's will be

prepared to further the goals and objectives contained in an updated Reserve Management Plan prepared by RivCo Parks pursuant to this Agreement and described herein.

7. AWP's will include objectives, goals, strategies, and priorities for reasonably foreseeable management activities that will be implemented during the year to ensure comprehensive and coordinated land management of the habitats and species covered in the MSHCP, as described herein.
8. AWP's will ensure effective coordination of the Reserve's interests with Metropolitan's operational activities that occur in the Reserve, with the activities of other parties who have approved access rights, and with adjacent landowners and land managers to the extent that those entities' activities may relate to Reserve management actions.
9. AWP's will ensure effective coordination and cooperation with the following entities:
 - a. Metropolitan for operation and maintenance of its facilities and property and for performance of other activities authorized under the CMA.
 - b. Third parties who have approved access rights as allowed by the CMA.
 - c. RCHCA for activities specific to management of SKR.
 - d. Adjacent landowners, other land managers, and other organizations and individuals to the extent that those entities' activities may relate to Reserve management actions.

PREPARATION AND IMPLEMENTATION OF AWP TASK ORDERS

1. RivCo Parks will prepare written Task Orders for all management activities to be conducted in fulfillment of this scope of work consistent with the goals, objectives, strategies, priorities, and resources identified in approved AWP's. A sample Task Order form is provided in Exhibit B to this agreement.
2. Task Orders shall be approved and signed by RivCo Parks and the Agreement Administrator prior to initiating any of the services described in the Task Orders.
3. Task Orders will include, but not necessarily be limited to, the following information:
 - a. Detailed scope of work.
 - b. Start and end dates, with important milestones identified.
 - c. Cost estimates and itemization of all anticipated expenditures (labor, materials, equipment).
 - d. Fee schedules for sub-consultants on sub-consultant's letterhead.
 - e. Work products and deliverables, with milestones including but not limited to timelines for providing progress reports, task completion dates, and submittal of final reports, if applicable.

4. Task Orders may be prepared or revised at any time subject to approval by the Agreement Administrator.

GENERAL REQUIREMENTS

1. The Agreement Administrator will have the right to approve or reject any personnel furnished by RivCo Parks. Changes or substitution in the use of "key personnel" must be approved in advance by Metropolitan's Agreement Administrator.
2. RivCo Parks shall supply only well qualified, certified, licensed and properly trained personnel. RivCo Parks is responsible for providing all training, certifications and licenses necessary to complete the scope of work.
3. Metropolitan may request RivCo Parks to provide either full or part-time services on-site.
4. Travel time to the work site will not be compensable by Metropolitan. Travel between Metropolitan work sites and travel for authorized Metropolitan business will be a compensable item, only when agreed to in advance by the Agreement Administrator.
5. RivCo Parks staff requirements:
 - a. Hike through a variety of habitat types and terrain, walking over uneven ground, climbing over obstacles, sometimes for several hours at a time.
 - b. Working alone in the field.
 - c. Sit or stand at a desk or computer workstation.
 - d. Operate a vehicle to conduct stewardship responsibilities.
 - e. Work in an environment that involves supervising employees or volunteers, managing public visitors, negotiating projects with regulatory agencies and others.
 - f. Evening and weekend responsibilities.
 - g. Use or supervise the use of pesticides and or other chemical substances.
 - h. Use or supervise the use of powered equipment such as weed trimmers, chain saws, tractors, and similar equipment.
 - i. Lift, position, or otherwise move objects weighing up to 50 pounds.

EQUIPMENT AND SAFETY EQUIPMENT

1. RivCo Parks may utilize the equipment and materials listed in Exhibit I Equipment and Tools at no cost. If any of the equipment or tools listed in Exhibit I are needed to perform the services but are inoperable, RivCo shall notify Agreement Administrator and update the list in Exhibit I. RivCo Parks, at RivCo Parks' cost, shall provide all tools and equipment to perform the work required in this solicitation, including but not limited to the items below:
 - Vehicles (4-wheel drive, depending on sit conditions)
 - Tractor

- Backhoe
 - Weedeaters
 - Backpack Sprayers
 - Generator
 - Tents/Canopies
 - Cameras (high-end)
 - Office equipment (computers, printers, fax machines, copiers)
 - Office supplies
2. RivCo Parks shall be responsible for assuring that its employees are equipped with all tools necessary for performing the services required, including, but not limited to small tools, hard hats, safety vests, safety shoes, safety glasses, and other personal protective equipment or safety equipment as required.

Exhibit B – Task Order Form (Sample)



Date: _____

RivCo Parks: _____ **Agreement No:** _____

Project Name: _____

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

Justification for Services: _____

Scope of Work:
(Attach Proposal)

Authorized Subcontractors: _____

Other Direct Costs: _____

Budget: _____ **Duration:** _____

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

EPS Project Manager Approval **Date**

RivCo Parks Approval **Date**

EPS Administrative Analyst **Date**

Agreement Administrator Approval **Date**

Team Manager, O&M Charges only **Date**

Original to Denise Sanchez, copy to RivCo Parks, copy to EPS Project Manager

Notice to Metropolitan Agreement Administrators: Be advised to perform due diligence when issuing task order to ensure compliance with common-law employment/PEPRA procedures. Questions on these policies should be directed to Human resources. General contractors with relationship(s) to the design consultant, including affiliates and/or subsidiaries, shall be precluded from bidding on the project that they have been contracted to provide preliminary or final design services for Metropolitan.

Exhibit C – Fee Schedule

Classification Title	Direct Costs (b)		Indirect Costs (c)		Total Rate (a+b+c)	Approved Rates		
	Rate	Hourly Rate (Cost)	Rate	Hourly Rate (Cost)		Total Burdened Hourly Rate (w/out vehicle) d	Vehicle Rate e	Total Burdened Hourly Rate (w/ vehicle) (d+e)
Bureau Chief								
	a	b	c	(a+b * c)				
	\$134.00	7%	15%	\$17	\$161	\$161	\$8	\$169
Natural Resource Manager								
	\$103.00	8%	15%	\$13	\$125	\$125	\$10	\$135
Natural Resource Specialist								
	\$63.00	15%	15%	\$8	\$81	\$79	\$9	\$88
Park Ranger II								
	\$54.00	15%	15%	\$7	\$69	\$69	\$9	\$78
Park Ranger I								
	\$50.00	15%	15%	\$7	\$64	\$64	\$10	\$74
Park Maintenance Worker								
	\$48.00	15%	15%	\$7	\$62	\$62	\$9	\$71
TAP - Park Ranger I								
	\$43.00	12%	15%	\$6	\$54	\$49	\$16	\$65
TAP - Park Ranger II								
	\$46.00	12%	15%	\$6	\$58	\$53	\$16	\$69
TAP - Park Maintenance Worker								
	\$35.00	12%	15%	\$5	\$44	\$47	\$9	\$56
Park Interpreter								
	\$54.00	12%	15%	\$7	\$68	\$66		\$66
Park Aide								
	\$46.00	12%	15%	\$6	\$58	\$57		\$57

Approved Rate:

Total Burdened Hourly Rate (w/out vehicle) – applicable to work conducted in an office that does not require use of a vehicle (i.e. administrative, clerical, contract management work, etc.)

Total Burdened Hourly Rate (w/ vehicle) – applicable to work conducted in the field on the MSR (i.e. security patrols)

Example Task Orders	Approved Rates
1 – Reserve Admin	Non-Vehicle Rate
2 – Reserve Research (Bird Count Surveys)	w/ Vehicle Rate (Christmas Bird Count) Non-Vehicle Rate (Proposals, Coordination; Research facilitation, MSR library work, etc.)
3 – Species Monitoring & Management	w/ Vehicle Rate (Field Work) Non-Vehicle Rate (Database/GIS Mapping; Reports/Data Collection/Analysis)
4 – Fire, Fuels, and Weed Management	w/ Vehicle Rate (Field Work) Non-Vehicle Rate (Reports/Data Collection/Analysis)
5 – Reserve Protection	w/ Vehicle Rate (Patrol; Field Work) Non-Vehicle Rate (Reports/Data Collection/Analysis)
6 –Habitat Enhancement and Restoration	w/ Vehicle Rate (Restoration; Field Work) Non-Vehicle Rate (Report)
7 – Outreach, Interpretive, Education	Non-Vehicle Rate

Direct Costs includes:

- Uniforms / Communication Equipment (Cellphone/PSEC Radio) / Protective Gear / Tools / Office Equipment & Supplies
- Training, Licenses, and Certifications

Indirect Costs includes:

- County Support Charges (HR Rate, Payroll Rate, IT Rate, Workers Comp)
- District Administrative Support (Finance and Contract Mgmt)
- Utilities (Phones, Water, Electric, Trash, Internet)

Vehicle Rate:

- Fuel & Maintenance including County Fleet Service Rates

Exhibit D – Travel and Other Allowable Expenses

Non-Reimbursable Expenses

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

Reserve Management Automobile Reimbursement

- RivCo Parks will provide their own vehicles to utilize in the performance of Reserve management duties. Metropolitan will reimburse RivCo Parks for fuel charges for the vehicles utilized in the performance of Reserve management duties.
- Travel time and mileage to the work site will not be compensable by Metropolitan.
- Travel between Metropolitan work sites and travel for authorized Metropolitan business will be a compensable item, only when agreed to in advance by the Agreement Administrator.

Exhibit E – Invoice Summary Requirements (Sample)

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

Date: Month XX, 200_
Invoice: XXX-XX

Project: Agreement #; On-call Environmental Services

Dates of Service: Month XX through Month XX, 200_

SUMMARY OF WORK PERFORMED

For professional consulting services from, in connection with the ABC study

Task 1 On-Call consultation for General Archaeological Issues/Contract	\$4,143.38
Task 2 EIR for Treatment Plant Expansion	0.00
Task 5 Native American Consultation Report	0.00
Task 6 External Affairs Support	\$1,500.00
Task 8 Endangered Species Act Legislative Review	\$15,156.00
Task 19 Development of Interim Curation (See attached billing summary for details)	0.00
INVOICE TOTAL	<u>\$20,799.38</u>
Maximum Amount Payable <u>Per Agreement</u>	\$400,000.00
Previously Accumulated Billed:	\$37,554.27
Balance of Maximum Amount Payable	\$362,445.73

Example of Labor Charges by a Flat Hourly Rate (SAMPLE)
(Each Must Include This Information)

Task Order No. **1** **On-Call Consultation for General Archaeological Issues**

Agreement 50000 **Invoice No. 610-33**

Invoice Period **January 1 through January 31, 200_**

DIRECT LABOR	DATE	RATE	HOURS	COST
Office Manager				
Bill Munch	8/04/03	71.80	8.5	\$ 143.60
	8/12/03	71.80	5.0	\$ 359.00
Principal Engineer				
Bruce Wise	8/12/03	107.40	9.0	\$1,074.00
	8/16/03	107.40	5.0	\$ 537.00
	8/18/03	107.40	2.0	\$ 214.80
Engineer				
Paul Inches	8/10/03	95.40	9.0	\$ 858.60
Technician				
John Tetan	8/15/03	51.60	2.0	\$ 103.20
Office				
Susan Doe	8/04/03	35.90	6.0	\$ 215.40
TOTAL				\$3,505.60

DIRECT EXPENSES

Travel/Transportation

Mileage/Personal Vehicles (Points of Travel)	307.00
Air Travel	0.00
Meals (type of meal, date, and attached receipt)	24.33
Lodging (daily room rate and receipt)	0.00

SUBTOTAL \$ 331.33

OTHER DIRECT COSTS

Outside Printing (receipt)	0.00
Rented Vehicles (daily including contract and receipt)	139.00
Rental Vehicle Fuel (daily and receipt)	23.84
Leased/Rented Equipment (Contract)	0.00
External Reproduction Processing (receipt)	56.11
Misc. Services (description and receipt)	87.50

SUBTOTAL \$ 306.45

TOTAL TASK ORDER AMOUNT \$4,143.38

Exhibit F – ACORD Form

(Provided by RivCo Parks-See Attached)

Exhibit G—COVID: Visitor (Non-Employee) COVID 19 Self-Health Review / Safety Requirements

<p>As a condition of entering a Metropolitan facility, you must have not had any of the following symptoms within the last 14 days of your planned visit:</p>
--

- | |
|--|
| 1. A new fever (100.4°F or higher) or a sense of having a fever |
| 2. A new cough that cannot be attributed to another health condition |
| 3. New shortness of breath that cannot be attributed to another health condition |
| 4. New chills that cannot be attributed to another health condition |
| 5. A new sore throat that cannot be attributed to another health condition |
| 6. New muscle aches (myalgia) that cannot be attributed to another health condition or specific activity (such as physical exercise) |

Assess yourself for symptoms of COVID-19 on the day of your access before visiting a Metropolitan facility. If you are experiencing any of the above symptoms or are otherwise not feeling well you must cancel your visit.

On Premises Requirements

- While at a Metropolitan facility, you must comply with face covering and physical distancing requirements as follows:
 - Wear a face covering at all times.
 - Maintain a minimum of 6-feet separation from another person whenever possible.
 - Avoid handshakes or other forms of physical contact with another person.
 - Wash hands or use hand sanitizer as recommended by the Centers for Disease Control and Prevention (CDC).

In order to be approved for your visit, you must complete the information below and return this form to your agreement administrator or point of contact two business days before your planned visit. Metropolitan appreciates your cooperation.

☐

By checking this box, I agree to the conditions stipulated herein as a prerequisite to being granted access to a Metropolitan facility.

 Print Name

 Date

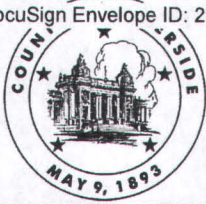
 Company Name

Exhibit H—COVID-19: Visitor (Non-Employee) Safety Brochure

(See Attached)

Exhibit I—MSR Inventory List-April 2021

(See Attached)



BRENDA DIEDERICHs,
Asst. County Executive Officer/
Human Resources Director

CERTIFICATE OF INSURANCE OR SELF-INSURANCE

THIS IS TO CERTIFY THAT THE SELF-INSURED COVERAGE LISTED BELOW IS CURRENTLY IN EFFECT FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THIS CERTIFICATE DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH CERTIFICATE.

COVERAGE PROVIDED IS SUBJECT TO THE TERMS AND CONDITIONS OF THE EXCESS POLICY.

Type of Coverage	Company and Policy Number	Policy Period	Limits of Liability Bodily Injury/Property Damage
<input checked="" type="checkbox"/> Commercial General Liability Including Vehicle Liability	Self-Insured	07/01/2020 to 07/01/2021	\$1,000,000 Combined Single Limit Per Occurrence with No Aggregate Limit
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	Permissibly Self-Insured	07/01/2020 to 07/01/2021	\$2,000,000 Per Occurrence with No Aggregate Limit
<input checked="" type="checkbox"/> Medical Malpractice (Professional Liability)	Self-Insured	10/01/2020 to 10/01/2021	\$1,000,000 Combined Single Limit Per Occurrence with No Aggregate Limit

The County of Riverside certifies that the above self-insured program is in effect as respect to: A ground lease with the certificate holder for the maintenance and operation of the Lake Skinner Recreation Area.

Certificate Holder	Cancellation
Metropolitan Water District Attn: Alex Marks PO Box 54153 Los Angeles, CA 90054-0153	In the event of cancellation of the self-insurance program or policy designated below, it is the intent of the County of Riverside to mail 30 days' prior notice thereof.

This certificate is not valid unless signed by an authorized representative of the County of Riverside, Risk Management Division

Date: May 12, 2021

Lari Camarra

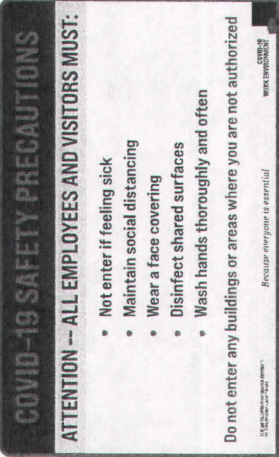
cc: Shannon Chamberlain, ASA II, Parks

Contractor/Visitor Acknowledgement

By receiving this pamphlet, you acknowledge that you:

- Understand the facility's precautionary measures used to reduce the spread of COVID-19 and minimize the risk of exposure to employees
- Do not have any COVID-19 symptoms
- Are not infected with the COVID-19 virus
- Have not come into contact, in the past 14 days, with someone that has contracted the COVID-19 virus
- Will immediately contact your employer and facility site contact if you become infected with the COVID-19 virus within 14 days of your last visit to the facility
- Will adhere to all of the safety protocols (screening with health questionnaires, wearing face coverings, physical distancing, etc.) otherwise you will be immediately removed from the facility
- Can be asked to leave the facility at any time by any MWD Manager for any cause and that you agree to leave the facility immediately

Note: Please refer to the Centers for Disease Control and Prevention (CDC) for the latest guidance regarding COVID-19, <https://www.cdc.gov/coronavirus/2019-nCoV/index.html>



THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA

Summary

Assess yourself for symptoms of COVID-19 on the day you are to visit the facility. If you are experiencing any COVID-19 symptoms or are otherwise not feeling well, you must cancel your visit.

Observe the following requirements while at the facility:

- Always wear a face covering
- Maintain a minimum of 6-feet separation from another person whenever possible
- Avoid handshakes or other forms of physical contact with another person
- Wash hands or use hand sanitizer as recommended by the Centers for Disease Control and Prevention (CDC)



Security Watch Center (24 hrs.)
800.555.9111

Insert Facility Name here

RESERVE-RIVERSIDE

**Environmental Planning Section
Agreement Administrator
Alexander Marks
213-217-7629**

**COVID-19
SAFETY INFORMATION FOR
CONTRACTORS, VENDORS
AND VISITORS**

How COVID-19 Spreads

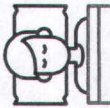
1. Droplets from a cough or sneeze by an infected person
2. From touching contaminated surfaces and then touching your face
3. Being in close contact with an infected person



1



2



3

Symptoms of COVID-19

People with COVID-19 have had a wide range of symptoms reported – ranging from mild symptoms to severe illness. Symptoms may appear 2-14 days after exposure to the virus. People with these symptoms may have COVID-19:

- Cough
- Shortness of breath or difficulty breathing
- Fever (greater than 100.4°F)
- Chills
- Muscle pain
- Sore throat
- Runny nose
- Nausea
- New loss of taste or smell



Cough



Difficulty Breathing

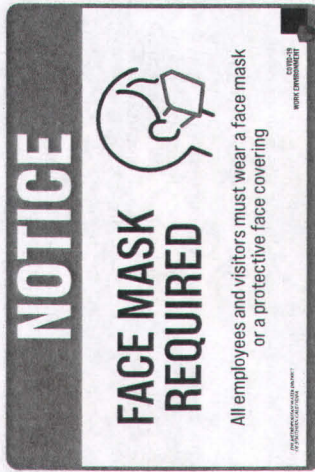


Fever

Self-Health Screening

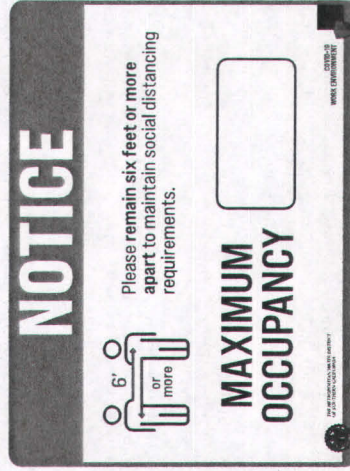
To reduce the spread of COVID-19 and minimize the risk of exposure, every person must complete a self-health screening before they are allowed access. If you answer “YES” to any of the following questions, **do not enter the facility and notify your Site Contact.**

1. Do you currently have or been infected with the COVID-19 virus in the past 14-days?
2. Have you been exposed to anyone in the past 14 days that has contracted COVID-19?
3. In the past 14 days have you displayed any COVID-19 symptoms that are mentioned above?



NOTE: Use of a face covering does not minimize the need to practice physical distancing. Both of these protective measures should be applied.

- Avoid handshakes or other forms of physical contact with another person
- Wash your hands with soap and water for **20 SECONDS** or clean your hands with hand sanitizer often
- Do not share food, utensils, or other items with personnel
- Use only designated offices, break areas, and restrooms
- Adhere to all health and safety workplace posters and signs
- Clean and disinfect frequently touched objects and surfaces often
- Avoid using any phones, desks, offices, or other work tools and supplies, unless approved by your site contact. If necessary, clean and disinfect them before and after use



Wash Your Hands



Clean and Disinfect Surfaces

SOUTHWESTERN RIVERSIDE MULT-SPECIES RESERVE**Inventory List - per Riverside County Parks and Open Space District****13-Apr-21**

Description	Manufacturer	Acquisition Date	Serial No.	Model No.	Purchase Price/Asset Value
Office Equipment					
Map file cabinet		4/2/2009			\$1,247.00
				Subtotal	\$1,247.00
Computers					
Network extender for internet		9/21/2012			\$269.00
Lenovo computer	Lenovo	8/6/2007			\$1,755.00
				Subtotal	\$2,024.00
Monitoring Equipment					
Bushnell Core DS No Glow Wildlife Camera + CamLock Security Box	Bushnell	9/28/2020	CI20202502993	11997C	\$255.98
Bushnell Core DS No Glow Wildlife Camera + CamLock Security Box	Bushnell	9/28/2020	CI20202502995	11997C	\$255.98
Bushnell Core DS No Glow Wildlife Camera + CamLock Security Box	Bushnell	9/28/2020	CI20202500434	11997C	\$255.98
Bushnell Core DS No Glow Wildlife Camera + CamLock Security Box	Bushnell	9/28/2020	CI20202500433	11997C	\$255.98
				Subtotal	\$1,023.92
Tools					
Air compressor	Porter Cable	10/11/2012	2967354183		\$214.00
Pneumatic nail gun 16 guage	Porter Cable		545334TY1		\$129.00
Cordless drill/driver	Milwaukee				\$199.00
Corded 7 1/2" circular saw	Ryobi				\$49.00
Angle grinder 4 1/2", 7A	Milwaukee		B70AD08352482		\$65.00
Miter saw 10" compound miter, 15A	Skil			26170	\$199.00
Reciprocating saw	DeWalt		DW304P	793500	\$89.00
Weed trimmer	Stihl	1/20/2020		FS91	\$295.00
Weed trimmer	Stihl	4/20/2010		FS 250	\$576.00
Weed trimmer	Stihl	12/5/2015		FS240	\$582.00
Weed trimmer	Stihl	8/21/2007		FS250	\$483.00
Backpack sprayer - 4 gal.	Stihl	2/29/2008		SG20	\$120.00
Backpack sprayer - 4 gal.	Stihl	2/29/2008		SG20	\$120.00
Backpack sprayer - 4 gal.	Stihl	2/29/2008		SG20	\$120.00
Backpack sprayer - 4 gal.	Stihl	2/29/2008		SG20	\$120.00
Chainsaw - 18"	Stihl	1/20/2020		MS251	\$295.00
Chainsaw	stihl	9/28/2015		MS291	\$429.00
Chainsaw	Stihl	8/16/2007		009L	\$325.00
Pole Chainsaw	Stihl	5/9/2009		HT131	\$657.00
Leaf Blower	Stihl	1/20/2020		BG86	\$249.00
Ladder		5/2/2009			\$225.00
Weed wrench		5/1/2009			\$229.00
Honda generator	Honda		1236662	EU2200i	\$1,049.00
Honda generator	Honda	8/17/2007	116536	EX650	\$677.00
				Subtotal	\$7,495.00
Communications					
Vehicle radio for Jeep Wrangler (Parks 10-608)		4/1/2011			\$960.00
3 hand-held radios for Parks MSR staff	Motorola	2/6/2013			\$1,081.00
GPS	Trimble	3/26/2013			\$862.00
				Subtotal	\$2,903.00
Vehicles and Related					
Kubota B2400 4wd tractor	Kubota	1996	73041	B2400HSD	\$17,000.00
Kubota B2400 Loader	Kubota	1996	11384	LA351	\$8,000.00

Vehicle trailer Zieman 1150 spl 18'	Zieman	1997	N/A	N/A	\$5,000.00
Pintle hitch		5/25/2013			\$282.00
Kubota B2400: Back hoe	Kubota	1996	18653	4672	\$7,000.00
Flail mower	Gearmore	1/4/2011	N/A	GCF69-YLP	\$6,489.00
Honda Fourtrax 300 ATV	Honda	1998	TRX300FW	300	\$8,000.00
Diesel transfer tank/pump - truck mounted (11-603)	Weather Guard		1906612436	359-5-01	\$998.00
Fire Equipment - mounted on F-150 (Parks 19-503)	Air Kwik	6/21/2008	0800203	AK-80-E	\$11,036.83
				Subtotal	\$63,805.83
Miscellaneous					
Porta-potty		6/12/2012			\$893.00
Water tank - for Crown Valley		4/2/2013			\$2,050.00
Dog trap		9/15/2004			\$299.00
125 gallon water tank for restoration	Norwesco	1/20/2020			\$400.00
Engine for water buffalo pump	Briggs Straton	3/11/2015			\$326.00
				Subtotal	\$3,968.00
Alamos Schoolhouse Building Supply/Feature					
30 gal water heater for field office	Reliance	12/20/2014	1447A008694	630GOMT	\$560.00
Office cubicles		10/21/2008			\$2,817.00
Sharp 50 inch 2160P Smart 4K UHD TV					\$378.00
18 cubic foot Frigidaire refrigerator					\$631.79
10 cup coffeemaker to replace broken one					\$10.79
Bosch 2.7gallon instant hot water heater to replace broken one					\$145.79
				Subtotal	\$4,543.37
Interpretive Service Supplies					
Cleaning Goggles					\$2.62
Purell Hand Sanitizer Dispensers					\$46.61
Fellowes Saturn 3i125 Laminator					\$195.99
Swingline Inspire Plus Laminator					\$51.00
Stuffed Kangaroo Rat					\$10.79
6 ½ foot fabric tape measure					\$8.64
Stapler					\$12.26
porcelain plates					\$2.16
Mountain Lion Statue					\$43.18
Bee Life Cycle block					\$39.94
Painted Lady Life Cycle model					\$8.62
Magnetic Butterfly Life Cycle					\$21.58
Praying Mantis Life Cycle model					\$8.62
Butterfly Life Cycle poster					\$16.18
4 Butterfly Pavilions for raising butterflies					\$107.95
Birds of North America poster					\$18.34
Bat Skeleton					\$42.10
Owl pellet education poster					\$14.02
Barn Owl education poster					\$14.02
Great Horned Owl education poster					\$14.02
Flourescent mineral set					\$26.98
Tripod Magnifier					\$43.18
Turtle skeleton					\$65.58
Turtle shell replica					\$21.58
Magnetic Frog Life Cycle					\$21.58
Rattlesnake skin					\$129.58
Snake skeleton					\$75.58
Toad skeleton					\$60.46
Lizard skeleton					\$64.78
Fish skeleton					\$64.78
2 large plastic Sterilite tubs for educational activities					\$28.05

Hefty 70 quart plastic tub w/flip top lid for kids play area					\$21.58
Building blocks for kids play area					\$12.94
Large plastic rainbow set for kids play area					\$3.22
2 plastic shovels for educational activities					\$2.15
Blow up globe for Earth day event					\$16.18
Book-Growing up Wild-educational activity book					\$28.06
Book-Citizen Scientist-educational activity book					\$10.78
Book-Kids Camp Fire book-educational activity book					\$15.11
Book-Library of Children's Song Classics-campfire program song book					\$24.28
Book-I Love Dirt-educational activity book					\$6.47
Book-Native American Animal Stories-educational activity book					\$8.62
Bird Poster					\$20.50
Bird Poster					\$5.40
Microscope Slides					\$26.98
Predator Track display					\$29.13
Wooden Insect house enclosure for insect display					\$49.66
Raptor educational poster					\$20.50
Woodpecker skull paper model					\$7.54
Stuffed Lizard for kids play area					\$21.58
Spider puppet					\$9.19
Clean Water science kit for earth day event					\$16.18
5 plastic tubs for scavenger hunt educational activity					\$48.54
95x24 inch banner advertising Alamos Schoolhouse for hanging on fence					\$48.60
6x2 foot banner advertising Alamos Schoolhouse for hanging above door					\$37.80
Open/Closed sign					\$18.40
Large white plastic spoons for educational activities					\$1.08
Plastic measuring spoons for educational activities					\$1.08
4 plastic pitchers for educational activities					\$4.32
2 plastic glasses for educational activities					\$2.16
Plastic fence with ivy leaves for kids play area					\$50.79
2 curtains for office doors					\$47.50
Rapid staple gun for hanging signs					\$17.57
Black felt for fluorescent mineral display					\$6.47
Wall mirror for kids play area					\$10.79
Dead tree educational poster					\$1.08
Hole Punch for craft activities					\$1.08
Box of 100 panel wall clips for hanging posters					\$9.30
Tabulator for counting guests					\$3.58
Humidifier for snake					\$32.39
Box of 10 sheets of foam board for making educational displays					\$32.39
Posterboard sheets for craft tables and educational displays					\$37.78
2 stopwatches for educational activity					\$5.12
PBS Educational DVD Raptor Force					\$6.47
PBS Educational DVD Murder of Crows					\$11.87
PBS Educational DVD Leave it to Beavers					\$12.95
PBS Educational DVD Private Life of Deer					\$8.63
NatGeo Educational DVD Really Wild Animals					\$6.47
PBS Educational DVD American Eagle					\$8.63
PBS Educational DVD Owl Power					\$8.63
PBS Educational DVD Raccoon Nation					\$7.63
Praying Mantis Life Cycle model					\$8.63
Rock-o-Rama Rock activity kit for educational activities					\$53.99
10 medicine droppers for educational activities					\$6.47
Set of 12 paw print floor decals for kids play area					\$14.03
fabric for making decorative curtains for display area					\$48.59

Tops for kids play area					\$4.31
Bubbles for educational activity					\$1.08
staples for staple gun					\$10.79
1 ½ inch hole punch for making crafts					\$11.22
¼ inch hole punch for making crafts					\$10.35
½ inch hole punch for making crafts					\$7.28
2 squirt bottles for craft activities					\$1.08
Book-Healthy Water for Healthy People educational activity book					\$8.63
25 foot tape measure					\$4.29
Forest Animals play set for kids play area					\$4.31
Ball catching toys for kids play area					\$2.16
Wooden flip toys for kids play area					\$4.31
Sterlite flip top box for storing toys in kids play area					\$16.19
5 white plastic A-frames for attaching signs advertising Schoolhouse					\$485.95
3 metal signs for advertising Schoolhouse and parking					\$226.77
Lifetime brand small table 24x24 inches for kids play area					\$32.39
3 red vinyl tablecloths with cloth backs for craft tables					\$25.88
8 green fabric tablecloths for covering display tables					\$86.31
11 brown fabric tablecloths for Earth Day event exhibitor tables					\$118.68
Monarch Butterfly life cycle poster					\$21.59
Potato clock activity set for Earth day event					\$10.79
Triops kit for Earth day event					\$10.79
Magnetic Fishing activity for kids play area					\$19.43
Butterfly antenna headbands for kids play area					\$11.43
2 Fabric butterfly wings for kids play area					\$25.89
Butterfly finger puppets for kids play area and educational display					\$26.99
10 3x2 Coroplast signs for advertising Schoolhouse and Earth day events					\$486.00
5 small laminated signs for Earth Day event					\$27.00
12 piece bungee tie down for hanging signs					\$6.47
12 piece mini bungee cords for hanging signs					\$7.55
Eco science toys activity kit for Earth day event					\$26.99
Plastic tarantula for educational display					\$8.63
Plastic scorpion for educational display					\$9.71
500 push pins					\$7.11
Small open/closed sign					\$19.49
4 large plastic brochure holders					\$15.99
1 small plastic brochure holder					\$2.99
Small decorative carpet for kids play area					\$10.79
Large Rubbermaid tote for holding animal evacuation kit					\$12.95
4 small plastic totes for the animal evacuation kit					\$26.99
Small white board for writing notes					\$1.08
measuring cups for educational activity					\$1.08
Bungee cords for hanging banners					\$6.47
Adjustable height table 4x2 foot for toddler activity table in craft area					\$145.79
4 10x10 canopies for Earth Day event					\$394.20
5 10x10 Ex up canopies for Earth Day event					\$351.00
Outland Fire Bowl for campfire program					\$114.29
Propane tank for fire bowl					\$43.19
20x20 Screen House for butterfly house for Earth Day event					\$215.99
2 20 foot white canopies for Earth Day event					\$215.99
Braun rechargeable tall flashlight for night nature walks					\$37.79
				Subtotal	\$5,642.05
				Total Value	\$92,652.17