

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



ITEM: 13.1
(ID # 17532)

MEETING DATE:

Tuesday, December 07, 2021

FROM : Regional Parks and Open Space District:

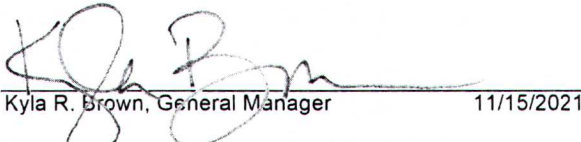
SUBJECT: REGIONAL PARK AND OPEN-SPACE DISTRICT: Approval of the Memorandum of Understanding Between the Western Riverside County Regional Conservation Authority and the Riverside County Regional Park and Open-Space District Regarding Habitat Management Pursuant To The Western Riverside County Multiple Species Habitat Conservation Plan; CEQA Exempt; District 2. [\$0] (Clerk to File Notice of Exemption)

RECOMMENDED MOTION: That the Board of Directors:

1. Find the project to be categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Sections 15307, 15308, 15317;
2. Approve the Memorandum of Understanding (MOU) Between the Western Riverside County Regional Conservation Authority and Riverside County Regional Park and Open-Space District (District) Regarding Habitat Management Pursuant to The Western Riverside County Multiple Species Habitat Conservation Plan;

Continued on page 2

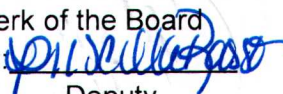
ACTION:Policy


Kyla R. Brown, General Manager 11/15/2021

MINUTES OF THE BOARD OF DIRECTORS

On motion of Director Perez, seconded by Director Hewitt 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: December 7, 2021
xc: Parks, Recorder

Kecia R. Harper
Clerk of the Board
By: 
Deputy

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STATE OF CALIFORNIA**

RECOMMENDED MOTION: That the Board of Directors:

3. Authorize the Chairman of the Board to execute the Memorandum of Understanding on behalf of the District;
4. Authorize the General Manager, or designee, to take all actions necessary to administer the Memorandum of Understanding and execute future amendments that do not substantively change its terms, as approved by County Counsel;
5. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk within five (5) days of approval of this project; and
6. Direct the Clerk of the Board to return three (3) copies of the MOU to the District.

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:	21/22

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

This Memorandum of Understanding (“MOU”) between the Western Riverside County Regional Conservation Authority (“RCA”) and the Riverside County Regional Park & Open-Space District (“District”) establishes a partnership between the RCA and District to implement the Multi-Species Habitat Conservation Plan (“MSHCP”) at the Hidden Valley Wildlife Area. The District currently manages the Hidden Valley Wildlife Area via an agreement with the State of California and on properties owned by the District. By establishing this partnership, the District will be able to conduct habitat and recreation management activities with coverage under federal and state permits held by the RCA.

The overall goal of this plan is to maintain biological and ecological diversity within a rapidly urbanizing region. The MSHCP allows Riverside County and its cities to better control local land-use decisions and maintain a strong economic climate in the region while addressing the requirements of the state and federal Endangered Species Acts. No funds will be used for this project.

The MOU will terminate in 2079 and has been approved as to form by County Counsel.

California Environmental Quality Act (CEQA)

The project is categorically exempt from the California Environmental Quality Act (“CEQA”) pursuant to State CEQA Guidelines Sections 15307 – Actions By Regulatory Agencies For Protection Of Natural Resources, 15308 – Actions By Regulatory Agencies For Protection Of

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The Environment, and 15317 – Open Space Contracts or Easements. The implementation of the MSHCP at the Hidden Valley Wildlife Area is intended to protect the sensitive natural environment. This MOU is intended to maintain, preserve, and protect an existing conservation area and therefore is categorically exempt from CEQA.

ATTACHMENTS

Memorandum of Understanding
Notice of Exemption



Gregory H. Priamos, Director County Counsel 11/17/2021

**MEMORANDUM OF UNDERSTANDING BY AND
BETWEEN THE WESTERN RIVERSIDE COUNTY
REGIONAL CONSERVATION AUTHORITY AND
THE RIVERSIDE COUNTY REGIONAL PARK AND
OPEN-SPACE DISTRICT REGARDING HABITAT
MANAGEMENT PURSUANT TO THE WESTERN
RIVERSIDE COUNTY MULTIPLE SPECIES
HABITAT CONSERVATION PLAN**

This Memorandum of Understanding (“MOU”) is entered into by and between the Western Riverside County Regional Conservation Authority (“RCA”), a public agency and joint powers authority, and the Riverside County Regional Park and Open-Space District (“Reserve Manager”), a special district created pursuant to the California Public Resources Code Div.5, Ch.3, Art.3, as of the date set forth below. RCA and Reserve Manager are sometimes referred to in this MOU individually as a “Party,” or collectively as the “Parties.”

RECITALS

WHEREAS, RCA is a public agency and joint powers authority created pursuant to the provisions of Government Code section 6500 et seq. The RCA is composed of seventeen (17) member agencies, including the County of Riverside and sixteen cities within the western part of the County, for purposes of wildlife and plant life conservation and to provide primary policy direction for implementation of the Western Riverside County Multiple Species Habitat Conservation Plan (“MSHCP”);

WHEREAS, Reserve Manager is a special district created pursuant to the California Public Resources Code Div.5, Ch.3, Art.3, whose focus encompasses providing high-quality recreational opportunities for all people to enjoy, while preserving places of natural beauty and important cultural heritage, and whose mission is to acquire, protect, develop, manage, and interpret for the inspiration, use, and enjoyment of all people, a well-balanced system of park related places of outstanding scenic, recreational, and historic importance.;

WHEREAS, the Parties share a common interest in sustaining the integrity of regional biological and natural systems and the human and economic values they support in Western Riverside County;

WHEREAS, the MSHCP, of which RCA was a signatory, went into effect in June 2004, and was designed to meet the challenge of rapid urbanization by providing for the conservation of significant habitat and the preservation of endangered, threatened, and rare species in a coordinated and efficient manner; and

WHEREAS, efforts to coordinate conservation programs among local, state, and federal agencies in California are well-established. This MOU establishes a partnership between the RCA and Reserve Manager to cooperate in the implementation of the MSHCP.

WHEREAS, the purpose of this MOU is to confer to Reserve Manager, pursuant to Sections 13.1 and 18.0 of the Implementing Agreement, management and monitoring activities on

Reserve Manager-controlled property known as the Hidden Valley Wildlife Area as identified in Exhibit "A" in compliance with the Implementing Agreement, the Permits and the MSHCP (including, but not limited to, page 7-66); and

WHEREAS, the Parties desire to enter this MOU to satisfy the goal of management and adaptive management practices of conserved land in accordance with Section 5.2 of the MSHCP.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein, RCA and Reserve Manager hereto agree as follows:

1. Incorporation of Recitals. The Parties hereby affirm the facts set forth in the Recitals above and agree to the incorporation of the Recitals as though fully set forth herein.
2. Definitions. Unless otherwise defined by this MOU, all capitalized terms in this MOU will have the same definition as the MSHCP and the Implementing Agreement. Specifically,
 - (a) "General Management Measures" is defined in Section 5 of the MSHCP, specifically starting at page 5-4.
 - (b) "Habitat" is defined in Section 3.53 of the Implementing Agreement.
3. Authority. This MOU does not modify or supersede existing statutory direction of the signatories.
4. Management.
 - (a) Management Goals. The overriding management goal of the MSHCP is to establish and maintain a self-sustaining MSHCP Conservation Area, which focuses on conserving Covered Species and their Habitats. In furtherance of the satisfaction of this goal, Reserve Manager agrees to manage its Hidden Valley Wildlife Area (Exhibit "A") Lands consistent with the MSHCP by maintaining and/or improving habitat conditions and ecosystem functions on such lands.
5. Management Take. Reserve Manager agrees to comply with the MSHCP Management Guidance Document (October 2010, or any amendment or updates thereto) Implementation for Non-RCA Participating Reserve Managers, when requesting take for management activities.
6. Term. The term of this MOU shall continue for the life of the 75 year permit (i.e., until 2079). The Parties intend for this MOU to remain enforceable for the life of the MSHCP and any successor conservation plan.
7. Termination. This MOU can be terminated by either party with 90 days' notice. Take granted for monitoring or management to the Reserve Manager will terminate on the same date as the MOU termination.
8. Dispute Resolution. The Parties will work collaboratively to resolve issues

associated with management take by taking the following steps:

(a) The Parties will make every effort to expeditiously resolve any disagreements. If resolution cannot be accomplished promptly during regularly scheduled meetings and conference calls, a further attempt to reach resolution will be promptly attempted in an interim meeting or conference call dedicated to the purpose of resolving the disagreement. All Parties agree to elevate the decision to successively higher levels within each organization until consensus is reached.

9. Notices. The persons and their addresses having authority to give and receive notices under this MOU are:

Reserve Manager:
Riverside County Regional
Park and Open-Space District
Attn: General Manager/Parks Director
4600 Crestmore Road
Jurupa Valley, CA 92509
Phone: (951) 955-4310

RCA:
Western Riverside County Regional
Conservation Authority
Attn: Executive Director
4080 Lemon St., 3rd Floor
Riverside, CA 92502
Phone: (951) 787-7141

Any notices from either Party to the other shall be given in writing to the attention of the persons listed above, or to other such addresses or addressees as may hereafter be designated in writing for notices by either Party to the other. Notice shall be served personally, sent by facsimile, overnight mail by a reputable courier, by first class mail, postage prepaid, or by email.

10. Indemnification. RCA shall indemnify and hold Reserve Manager, its officers, agents and employees free and harmless from liability to any person or entity not a Party to this MOU from any damage, loss or injury to person and/or property which relates to or arises from the negligence or willful misconduct of the RCA, its officers, agents or employees in the execution or implementation of this MOU; Reserve Manager shall indemnify and hold RCA, its officers, agents, or employees free and harmless from liability to any person or entity not a Party to this MOU from any damage, loss or injury to person and/or property which relates to or arises from the negligence or willful misconduct of Reserve Manager, its officers, agents or employees in the execution or implementation of this MOU.

11. Authority. This MOU does not modify or supersede existing statutory direction to any signatory to the MSHCP or the provisions of the MSHCP and is voluntarily entered into between the Parties.

a. The Reserve Manager's Board of Directors authorizes the General Manger, or designee, to approve and execute changes to the MOU, as approved by Reserve Manager Counsel.

12. Miscellaneous.

(a) Neither Party may assign its rights or obligations under this MOU without the express written consent of the other Party.

(b) This MOU contains the entire understanding between the Parties with respect to its subject matter, and supersedes all prior agreements, oral or written, and all prior or contemporaneous discussions or negotiations between the Parties. This MOU cannot be amended except in writing signed by both Parties.

(c) The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this MOU.

(d) If any portion of this MOU is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

(e) No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

(f) This MOU and all documents executed and delivered in connection herewith shall be governed by the laws of the State of California. The Parties agree to the jurisdiction and venue of the appropriate court(s) in the County of Riverside, State of California.

(g) If any legal action or other proceeding is brought for the enforcement of this MOU, the prevailing Party shall be entitled to recover reasonable attorneys' fees, expenses, and other costs incurred in that action or proceeding in addition to any other relief to which such Party may be entitled.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding as of the last date set forth below ("Effective Date").

RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT, a special district created pursuant to the California Public Resources Code Div.5, Ch.3, Art.3

WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY, a public agency and joint powers authority

Date: _____

By: Chuck Washington

Name: Chuck Washington, Chair
Board of Directors

Date: _____

By: _____

Name: _____
Anne Mayer
Executive Director

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: Kristine Bell-Valdez

Kristine Bell-Valdez
Supervising Deputy County Counsel

ATTEST:

By: [Signature]

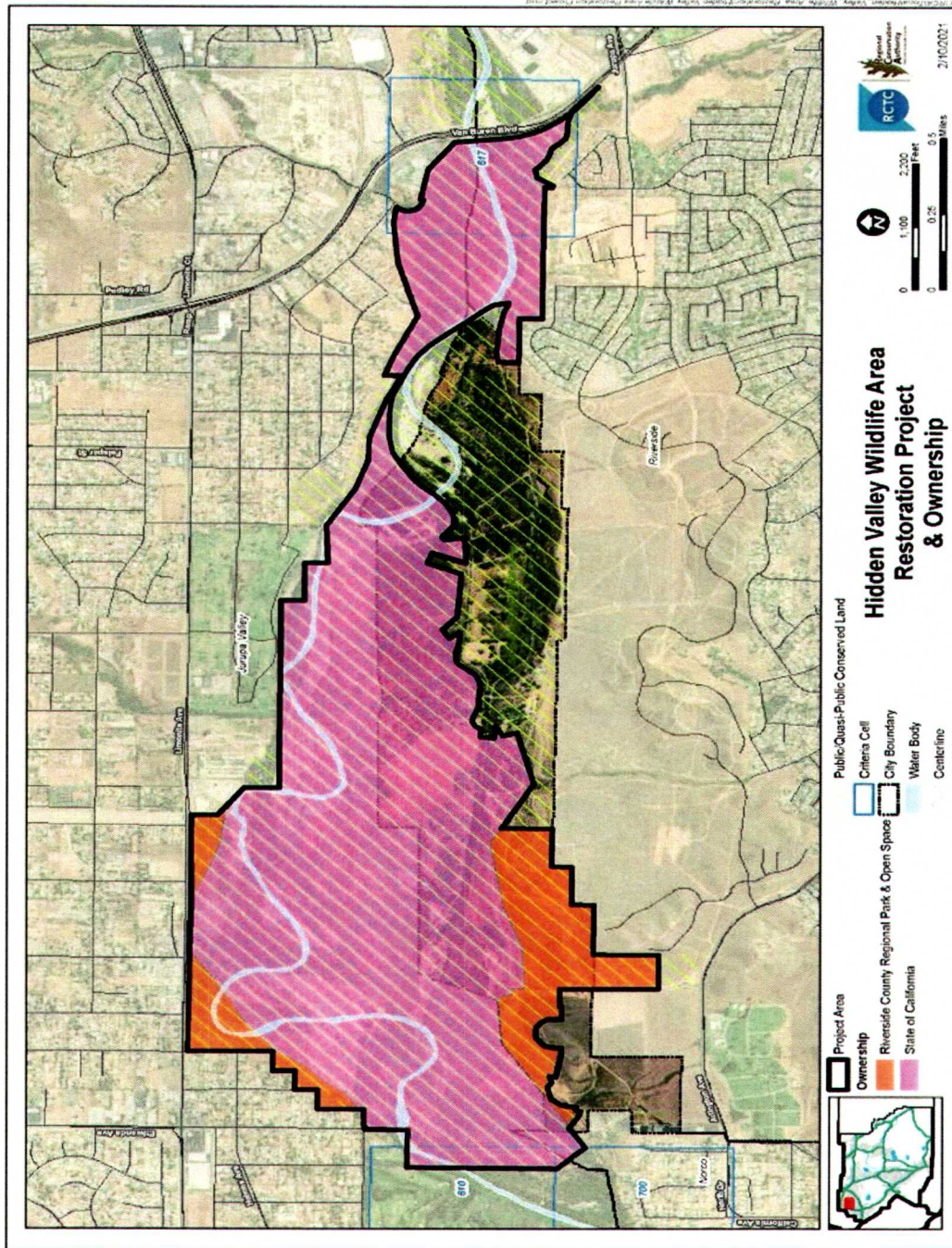
Approved as to Form:

Name: _____

Best Best & Krieger LLP
General Counsel

EXHIBIT A PQP LANDS

DEPICTION OF PROPERTY



To: County Clerk
County of: Riverside
2724 Gateway Drive
Riverside, CA 92507

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

Project Title: MSHCP Memorandum of Understanding for Hidden Valley Wildlife Area

Project Applicant: Riverside County Regional Park & Open-Space District

Project Location-Specific: 11401 Arlington Ave, Riverside, CA 92505

Project Location-City: Riverside

Project Location-County: Riverside

Original Negative Declaration/Notice of
Determination was routed to County
Clerks for posting on. *ma*
Date 10/10/2021 Initial

Description of Nature, Purpose and Beneficiaries of Project:

The MOU between the Western Riverside County Regional Conservation Authority ("RCA") and the Riverside County Regional Park & Open-Space District ("District") establishes a partnership to implement the Multi-Species Habitat Conservation Plan ("MSHCP") at the Hidden Valley Wildlife Area. By establishing this partnership, the District will be able to conduct habitat and recreation management activities with coverage under federal and state permits held by the RCA. The overall goal of this plan is to maintain biological and ecological diversity.

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

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

Exempt Status: (check one):

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project 9Sec. 21080(b)(4); 15269 (b)(c));
- X Categorical Exemption. State type and section number: 15307, 15308, 15317
- Statutory Exemptions. State code number:

Reasons why project is exempt: The project is categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Sections 15307 – actions by regulatory agencies for protection of natural resources , 15308 – actions by regulatory agencies for protection of the environment , and 15317 – open space contracts or easements. The implementation of the MSHCP at the Hidden Valley Wildlife Area is intended to protect the sensitive natural environment. This MOU is intended to maintain, preserve and protect an existing conservation area and therefore is categorically exempt from CEQA.

Lead Agency Contact: Analicia Gomez

Phone Number: 951-955-6998

If Filed by Applicant:

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

Signature: 

Date: _____ Title: Senior Park Planner

Signed by Lead Agency

Signed by Applicant