

SITE ACCESS FOR RESEARCH AGREEMENT

Stephen's Kangaroo Rat (*Dipodomys stephensi*) Rangewide Monitoring at CNLM's Roripaugh Ranch (S015) and Skunk Hollow (S028) Preserves

Under the terms and conditions of this **SITE ACCESS FOR RESEARCH AGREEMENT** ("**Agreement**"), upon their individual executions of this Agreement, as individual organizations, Center for Natural Lands Management ("**CNLM**"), and the City of Temecula ("**City**"), the latter two, together "**Landowners**," hereby grant access to Riverside County Habitat Conservation Agency ("**RCHCA**") to enter certain properties owned by Landowners for which CNLM is the Manager for the purpose of monitoring the Stephen's Kangaroo Rat (*Dipodomys stephensi*, SKR).

RECITALS

- A. CNLM is a nonprofit organization dedicated to the perpetual protection and science-based management of habitat and species through effective long-term stewardship.
- B. CNLM is owner and habitat manager and conducts biological monitoring or management responsibilities, or conducts biological monitoring and/or management activities on the following properties located in Riverside County, together "Preserves":
- S015 Roripaugh Ranch, owned by City of Temecula
 - S028 Skunk Hollow, owned by CNLM

CNLM has the legal authority to enter into this Agreement as the holder of fee title and manager or perpetual manager for the Preserves (Manager). The purpose of these Preserves is conservation of their resident sensitive and listed species and their habitats in perpetuity.

- C. The Preserves are a desirable part of this research because they are located within the species range of SKR and their inclusion in this regional study will aid in determining SKR population status and trends, distribution, and occupation.
- D. The RCHCA is a Joint Powers Authority comprised of the County of Riverside and the cities of Corona, Hemet, Lake Elsinore, Menifee, Moreno Valley, Murrieta, Perris, Riverside, Temecula and Wildomar; its mission is to effectively manage conserved and open space lands in Riverside County.
- F. RCHCA proposes to conduct Research on the Preserves as further described in Exhibit A, attached hereto.

TERMS AND CONDITIONS

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, Landowners, CNLM, and RCHCA hereby agree as follows:

1. Purpose. The purpose of this Agreement is to define the terms and conditions

under which RCHCA will be granted site access to the Preserves for conducting the Research, as described in Exhibit A, attached. CNLM, as the Manager, will not unreasonably refuse to cooperate or to allow RCHCA to conduct the intended Research.

2. Term. This Agreement shall be in effect from October 1, 2022 through November 30, 2023.

3. Fee. Neither Landowner is imposing any financial requirements on RCHCA.

4. Notice. Prior to any entry onto the Preserves, RCHCA shall give CNLM reasonable notice, at a minimum of seven (7) days or as provided otherwise in Exhibit C, of its intention to enter one of the Preserves. Unless otherwise provided herein, such notice shall be to the Preserve Manager. Alternatively, Preserve Manager and RCHCA may agree in advance to an access schedule to the Preserves and to a means of notifying and coordinating with, as needed, the individual Landowners.

5. Access. Access onto the Preserves shall be limited to individuals, equipment, and materials, the presence of which on the Preserves is necessary in order to conduct the Research. This Agreement does not grant RCHCA the right to undertake any activity on the Preserves which will in any way interfere with activities being conducted on the Preserves by CNLM or at its direction. Special access conditions, if any, are detailed in Exhibit C, attached.

6. Acknowledgements and Research Reports/Publications. RCHCA agrees to formally acknowledge Landowner contributions to Research, including the use of the Preserves, any intellectual contributions by CNLM employees and/or City, and other CNLM or City assistance, in any reports or publications that arise from Research. RCHCA further agrees to provide CNLM, in a timely fashion, a copy of RCHCA's publications and electronic data published as a result of the Research, including any thesis or dissertation derived from said Research. RCHCA shall submit publications and/or electronic data published as a result of the Research relating to the Landowners' property to the individual Landowners upon request.

7. Special Provisions and Conditions. Special provisions and conditions, if any, imposed upon and agreed to by RCHCA, are described in Exhibit D, attached.

8. Non-Interference. RCHCA shall use its best efforts to avoid interfering in any way with the activities being conducted on the Preserves by CNLM or City. RCHCA shall immediately halt any and all activities on the Preserve at the request of CNLM or City if CNLM or City determines that any activity is (a) being conducted in violation of this Agreement, (b) inconsistent with or not covered by this Agreement, or (c) likely to negatively impact the native species, habitat, or environmental values of the Preserves as determined by CNLM or City.

9. Conduct of Activities. RCHCA will conduct Research in compliance with all Federal, state, and local laws, ordinances, and orders including, without limitation, any

permit, notice, approval requirements, or deed restrictions.

10. Habitat Protection and Damage. RCHCA agrees that (a) it is responsible for any and all damage or destruction it causes to the Preserves, Preserves' species and habitat, and/or Landowners' property (including fences, gates, signage, roads, and trails); (b) no trash or discarded material will be left on the Preserves at any time by the RCHCA; (c) no exotic or non-local native species will be introduced into the Preserves; and (d) all equipment, stakes, temporary fences, enclosures, and similar materials will be completely removed from the Preserves at the conclusion of each research period/season and the Research.

11. Responsibility and Accountability.

a. RCHCA shall have full and sole responsibility for the safety of any of its agents, and contractors, and for the operation, safety, security, and proper handling of all equipment and materials brought on or about the Preserves. RCHCA shall hold harmless, indemnify, and defend the Landowners and their directors, officers, employees, agents, and invitees (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgment, including without limitation, reasonable attorneys' fees (collectively "Claims"), arising from or in any way connected with this Agreement including, without limitation, Claims for injury to or the death of any person, or physical damages to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Preserves, but only in proportion to and to the extent that such Claims arise from the negligent or intentional acts or omissions of RCHCA, its officers, agents, contractors or employees.

b. RCHCA agrees that all individuals participating in Research on the Preserves will be under its direct supervision and are subject to the terms and conditions of this Agreement.

c. RCHCA shall maintain a copy of this Agreement and other supporting authorizations and permits on its person at all times while on the Preserves and shall present same to CNLM employees or agents, Landowners (if different), and other authorities (including law enforcement and resource agency officials), when requested.

12. Notices. All notices to be given under this Agreement shall be in writing and addressed to the recipients as set forth below:

Center for Natural Lands Management
27258 Via Industria, Suite B
Temecula, CA 92590
Attn: Executive Director
Telephone: (760) 731-7790
Director of Conservation Science and
Stewardship
Center for Natural Lands Management
27258 Via Industria, Suite B
Temecula, CA 92590
Telephone: (510) 799-7701
Email: drogers@cnlm.org

Brian Shomo
RCHCA Director
Riverside County Habitat Conservation
Agency
3390 University Ave., Suite 200
Riverside, CA 92501-3609
Telephone: (951) 840-8070
Email: bshomo@wrcog.us

City Manager
City of Temecula
41000 Main Street
Temecula, CA 92590

All notices shall be deemed effectively given: (a) when delivered, if delivered personally or by couriered mail service (such as, for example only, Federal Express or DHL); (b) five (5) days after such notice has been deposited in the United States mail postage prepaid, if mailed certified or registered U.S. mail, return receipt requested; or (c) when received by the party for which notice is intended if given in any other manner.

In an emergency, contact all other parties immediately.

13. General Provisions.

a. Applicable Law. The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed and interpreted in accordance with the laws of the State of California.

b. Nonwaiver. No provision of this Agreement shall be waived, by conduct or otherwise, except in writing signed by both parties. No assent or waiver whether expressed or implied, of any breach of any one or more of the covenants, conditions, or provisions set forth in this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other covenant, condition, or provision hereof.

c. Severability. If any provision of this Agreement shall be adjudged invalid by any court, the remaining provisions of this Agreement shall remain valid and

enforced to the full extent permitted by law.

d. Authority. The individuals signing this Agreement represent that they are authorized to execute this document, that their execution of this document shall be binding on the parties that they represent, and that the other parties hereto may rely upon such representation.

e. Integrated Agreement. This Agreement, including all Exhibits attached hereto, contains the entire understanding and agreement between the parties, sets forth all the rights and duties of the parties with respect to the subject matter hereof, and replaces and supersedes all previous agreements or understandings, whether written or oral, relating thereto. No modification of this Agreement or any of its terms shall be effective unless in writing and signed by the duly authorized representatives of the parties.

f. Cancellation. All parties individually reserve the right to terminate this Agreement as it relates to them, in whole or in part, with thirty (30) days prior written notice if it determines it to be in the best interest of such party.

g. Counterparts. The parties may execute this instrument in counterparts, which shall, in the aggregate, be signed by CNLM and RCHCA; each counterpart shall be deemed an original instrument as against any party who signed it.

The terms and conditions incorporated herein are a material part of this Agreement. The parties have read and fully understand each and all of the terms and conditions set forth above.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Center for Natural Lands Management



Deborah L. Rogers, PhD
Director of Conservation Science and
Stewardship

Date: October 11, 2022

**Riverside County Habitat Conservation
Agency**

Brian Shomo
RCHCA Director

Date: _____, 2022

**City of Temecula, a municipal
corporation**

Matt Rahn
Mayor

Date: _____, 2022

Exhibit A

Description of Proposed Research

SKR Rangewide Monitoring Request

1. Brian Shomo, RCHCA Director
3390 University Ave., Ste.# 200
Riverside, CA 92501
bshomo@wrcog.us
951-840-8070
2. Title of Research: Stephen's Kangaroo Rat Rangewide Monitoring
3. Project Duration: September 2022 – November 2022.
 - a. The RCHCA anticipates trapping during the new moon lunar cycle to avoid brightly lit nights in order to increase SKR capture probability. Specifically trapping would take place for 3 days during the period of 1 week before or 1 week after the new moon during each of the months listed above on each location requested.
4. Research Project Summary:

In February 2022, the United States Fish and Wildlife Service (USFWS) downlisted the Stephens' kangaroo rat (SKR) from federally endangered to threatened. In order to fully recover the species a coalition of stakeholders consisting of the Bureau of Land Management, Riverside County Habitat Conservation Agency, Conservation Biology Institute, and U.S. Fish and Wildlife Service in consultation with land managers, researchers, and land owners developed a SKR Rangewide Management and Monitoring Plan. This plan, once fully implemented, will improve and ultimately assist in the long term recovery of SKR populations by unifying sub-regional efforts in a consistent approach towards habitat management and monitoring throughout the range.

Specific goals for this effort are:

- To integrate existing SKR management plans and monitoring protocols into a cohesive regional strategy by:
 - Recognizing and accommodating existing plans and efforts (i.e HCPs, INRMPs);
 - Incorporating emerging science and modeling;
 - Aligning current monitoring efforts into a standardized, range-wide protocol;
- Identify and prioritize habitat management options for improving population resilience and connectivity.

In order to effectively determine the SKR population status and trends, the USFWS requires an understanding of the species distribution and occupation. To accomplish this the RCHCA is attempting to monitor 100 sampling plots throughout the range of SKR, of which 10-15 sampling locations are requested to be placed on Center for Natural Lands Management (CNLM) Preserves throughout Western Riverside County.

If permitted, the RCHCA would send 6 biologists (3 teams of 2) and up to 4 field technicians to sample the requisite sites on CNLM lands. The survey would take place over 3 days in either September or October 2022. The first day, a group of technicians / biologists would set up the monitoring sites and perform basic habitat assessments by walking the site and looking for SKR sign (scat, tail drags, dust bathing, burrows, etc.). If SKR sign is observed, the biologists / techs will set up a sampling plot consisting of 25 traps spaced in 5 rows of 5 traps with 10m between traps and rows. Traps consist of small 12" long Sherman style traps suitable for capturing kangaroo rats. Each trap location will be marked with a bright colored pin flag and baited but not opened. The 2nd day a technician will arrive before dusk to bait and open the traps. Then around midnight, 3 teams of 2 biologists will arrive to check the traps and again around 4 hours later, closing them just before dawn. The same process will occur on the 3rd day / night routine with the exception that the traps and flags will be collected at the final trap check just before dawn on the 3rd night. All survey personnel will be using white pickups with gov't plates and marked with the RCHCA logo. Vehicles will remain at all times on existing roads.

5. Project Methodology
 - a. See attached pdf for detailed methodology

6. Project Locations
 - a. See attached pdf for potential grid locations. Specific grids will be randomly selected from the pool of potential grids after input is gathered from Reserve Managers.

Roripaugh Preserve 2022 SKR Trapping Sites



Skunk Hollow Preserve 2022 SKR Trapping Sites



EXHIBIT B

Access Special Conditions

RCHCA is required to contact CNLM's Preserve Manager, as appropriate for each preserve, in advance of entering the Preserves. Access to each preserve must be coordinated with CNLM, and Researcher must be accompanied by the Preserve Manager, unless otherwise directed by CNLM. There may be additional conditions required by the Landowners (e.g., additional documentation or signatures). The Preserves contain sensitive habitats and listed species.

CNLM Preserve Manager

Kim Klementowski (she/her)
Phone: (951) 226-7228
Email: kklementowski@cnlm.org

- A. Given concerns related to plant pathogens (e.g., *Fusarium. Brachygibbosum*), snake fungal disease (*Ophidiomyces ophidiicola*), and rabbit hemorrhagic disease virus serotype-2 (RHDV2)—the latter two have been detected in multiple California counties to date—and that these and other viruses and fungal pathogens can be spread on equipment, clothing, vehicle tires, and shoes, it is required that RCHCA follow the more stringent of USGS, CDFW, or CNPS (cleaning and disinfecting) guidelines for minimizing the risk of vectoring viruses and fungal pathogens upon entering the Preserve.
- B. All RCHCA staff and every other person working with that staff (assistants, volunteers, etc.) are required to sign a liability waiver (Exhibit D) prior to entering the Preserves.
- C. All current State, County, and affiliated Institution's conditions and requirements pertaining to health and safety considerations regarding COVID-19 must be observed and practiced. Additional safety practices may be required at the discretion of the Preserve Manager.
- D. Always mark vehicle with (RCHCA) affiliation, either with identification on dashboard or logo on vehicle.
- E. No driving on the Preserves is allowed except on any existing roads, if any. The speed limit on the Preserves, if/where vehicles are allowed, is 15 mph. Preserve Manager will advise on acceptable driving locations and conditions.
- F. Gates should be left in the condition in which they are encountered (open or closed/locked or unlocked). Multiple entities may use certain gates; if more than one lock is on the gate ensure you restore it to the same configuration (e.g., daisy chain). Preserve Manager will provide information on how to navigate any anticipated locked gates.

EXHIBIT C

Special Provisions and Conditions

- SKR trapping will not be conducted when nightly low temps are forecast to be below 50 degrees (F), when sunset temps are above 90 degrees, or when inclement weather is forecast (rain, high wind, etc.). RCHCA will ensure that traps are empty and closed prior to sunrise to protect animals from heat exposure.
- RCHCA is requested to provide training to any CNLM staff who request to accompany them during the SKR trapping, including verification of training events towards the potential permit application by CNLM staff
- All equipment associated that could possibly vector pathogens should be sterilized prior to entry onto the Preserves
- RCHCA is required to provide to CNLM any updates or changes to the collection protocol, as described in Exhibit A, prior to entering the Preserves or, if changed onsite in response to conditions, immediately after the site visit.
- Any equipment associated with monitoring should be removed from the Preserves at the end of the (season's) monitoring period.
- As a courtesy, we request that RCHCA staff assist in removing garbage from the Preserves as reasonably possible, when the research site is visited. We also request that CNLM be notified immediately if there are trespassers or domestic animals observed on the Preserves.
- RCHCA shall provide to CNLM a copy of reports for each year that activities are undertaken on the Preserve. Including but not limited to copies of deliverables, survey results, and management recommendations relevant to CNLM preserves.
- The following activities or conditions will be prohibited on the Preserves:
 - Pets
 - Fires
 - Drones (otherwise known as UAVs, UASs)

EXHIBIT D

RELEASE FORM

SITE ACCESS FOR RESEARCH AGREEMENT ON CNLM'S (S028) SKUNK HOLLOW AND (S015) RORIPAUGH RANCH PRESERVES

Dear _____
(PRINT COMPLETE NAME OF INDIVIDUAL SEEKING LIMITED SITE ACCESS)

You have requested permission from the Center for Natural Lands Management (CNLM) and the City of Temecula (City) to enter upon the Preserves for the purpose of monitoring the Stephen's Kangaroo Rat. as more fully described in the 2022 Site Access for Research Agreement ("Agreement") among CNLM, City, and Riverside County Habitat Conservation Agency ("RCHCA").

In consideration of CNLM, its officers, directors, employees, and agents (collectively, "Released Parties") agreement to permit your participation in the foregoing activity on the Preserves at various times between execution date(s) of this Agreement and November 30, 2023, you agree to each of the following conditions:

1. You acknowledge that you are aware and have been informed that the Preserves may present risk to your safety. You agree to assume all risks involved in your visit to the Preserves. You agree to take all necessary precautions while on or about the Preserve to avoid injury to yourself or others. You also acknowledge that you are physically able to undertake the activities contemplated on the Preserves. You agree to follow the rules for the Preserves provided to you by CNLM, by RCHCA, and by City as may be required by the Agreement. You agree that although they may not choose to be present during your visit to the Preserves, neither CNLM nor any other Released Party shall have any obligation to you.

2. You hereby release each and all of the Released Parties from any and all liability, claims, causes of action, damage, loss, casualty, expense, or similar items, in law or in equity, whether known or unknown, that you may suffer or incur as a result of, or relating to, your visit(s) to the Preserves.

3. You hereby agree to indemnify, defend and hold each and all of the Released Parties, harmless in all respects from any and all claims causes of action, judgments costs, expenses, attorney's fees, and liabilities (collectively "Claims"), whatsoever, arising in any way in connection with your visit(s) to the Preserves, but only in proportion to and to the extent that such Claims arise from the negligent or intentional acts or omissions of RCHCA, its officers, agents, or employees.

4. You agree to accept any and all financial and legal responsibility for any fire fighting activities that are a direct result of your activities while on the Preserves.

Please indicate your agreement to the above by signing this letter.

Sincerely yours, _____ CENTER FOR NATURAL LANDS MANAGEMENT

The above is hereby agreed to and confirmed this _____ day of _____, 20__.

PRINT NAME

SIGNATURE:

Address: _____

Telephone: _____