Meeting Summary
Otay Ranch Special POM PMT Meeting
County Administration Center, Room 302/303
1600 Pacific Highway
San Diego, CA 92101

March 17, 2009
10:00 – 11:00 am

Approved by POM PMT on 05/13/09
Motion to approve by City of Chula Vista/GARY HALBERT
Motion Seconded by County of San Diego/CHANDRA WALLAR
Motion carried.

ATTENDEES:

City of Chula Vista
Gary Halbert, Deputy City Manager
Marisa Lundstedt, Principal Planner
Josie McNeeley, Associate Planner
Amy Partosan, Administrative Analyst
Tessa Quicho, Administrative Analyst

County of San Diego
Chandra Wallar, Deputy Chief Administrative Officer, Land Use & Env. Group (LUEG)
Megan Jones, LUEG Staff Officer
Mark Mead, County Counsel
Renée Bahl, Director, Department of Parks and Recreation (DPR)
Trish Boaz, Chief, DPR
Larry Duke, District Park Manager, DPR
LeAnn Carmichael, Planning Manager, Department of Planning and Land Use
Cheryl Goddard, Land Use Environmental Planner, DPR

Public (per sign-in sheet, attached)
Susan Wynn, U.S. Fish and Wildlife Service
Libby Lucas, CA Department of Fish and Game
Justin Craig, McMillin Companies
Tom Tomlinson, McMillin Companies
Rob Cameron, Otay Ranch Company
Bob Penner, Otay Land Company

Agenda Item Numbers noted in parentheses

1. Call to Order

(I.) Meeting called to order at 3:08 pm by County of San Diego/CHANDRA WALLAR.

2. Public Comment on items not related to Agenda

(II.) WALLAR opened and closed with no comment.

3. Finance

(III.A) County of San Diego/CHERYL GODDARD provided a recap of the Policy Committee's direction from their last meeting held February 4, 2009. The Policy Committee directed POM staff to prepare a scope of work for a Preserve Biologist in coordination with the Working Group; present the scope of work to the PMT for consideration at a Special PMT meeting; delegate authority to the PMT to review and approve the proposed funding and scope of work for a Preserve Biologist, as well as, approve the reallocation of the potential remaining FY08/09 rollover funds; and further directed POM staff to move forward with the agreed upon PMT recommendation.

GODDARD stated that a scope of work for a Preserve Biologist was drafted by POM staff and then discussed at a Working Group meeting held February 18th. Written comments on the draft scope of work was received from the Wildlife Agencies and the Otay Ranch Company. POM staff incorporated many of the comments into a revised scope of work which was posted on the County's Otay Ranch Preserve website on March 10th.

GODDARD stated that as the scope of work is written, the Preserve Biologist may be an independent biologist or a consulting firm. The scope of services include on-going services including: preparing an annual work plan; coordinating Otay Ranch preserve management, monitoring, and reporting with the POM, Wildlife Agencies, Otay Ranch land owners who may convey to the POM, regional monitoring entities and interested public groups; performing biological monitoring as directed by POM staff; participating in regional and subregional meetings related to preserve management and monitoring; implementing basic stewardship tasks such as repairing fences and/or constructing new fencing/gates, monitoring and reporting trash and litter, and monitoring and reporting enforcement issues; and participating in public hearings and meetings. The Preserve Biologist would also complete biological surveys and on-going biological monitoring similar to the scope of work for our current Dudek contract. The Preserve Biologist would implement adaptive management if there is an identified need to remove invasives or to implement restoration efforts, for example if there was illegal off-roading that took place and impacted habitat areas. The Preserve Biologist would also be tasked with reporting their observations from the field to POM staff. Additional services includes

completing a gap analysis between the Phase 2 RMP and the County and City's adopted MSCP plans, assisting in the preparation of grant proposals, and assist in the technical revisions to Phase 2 RMP.

County of San Diego/MARK MEAD recommended that on page 1 of the scope of work, first paragraph, that the following line be deleted "The biologist (i.e. Preserve Steward) providing the biological services shall act as an extension of POM staff." This should eliminate any confusion as to whether the consultant is an independent contractor or not.

City of Chula Vista/GARY HALBERT stated that in relation to compensation, the City hopes that they will be more than just consulted in regards to scopes and fees of future tasks.

WALLAR stated that both the County and the City have had increasing administrative costs and that is a concern for POM staff as well as a number of stakeholders. WALLAR asked if it was more appropriate for the City to manage the contract and at that point, the County's contribution on the work plan would be on a broad conceptual level and it would be up to the City to authorize those tasks on a one-on-one with the consultant. The mechanism of control would be the work plan and if there were disagreement between staff, that those issues may be elevated to the PMT.

HALBERT stated that the City would be fine with that.

County of San Diego/RENÉE BAHL stated that one entity needs to manage the contract so she is ok with the City doing so. It will streamline the process.

WALLAR stated she had comments regarding trying to maximize resources and eliminate duplication. The last time the PMT met, there was discussion of having the Preserve Biologist complete minor maintenance work out in the field. For instance, if there was a minor fence repair or minor trash pick up, that they would take care of it versus calling a Ranger to do so and having the costs associated with a Ranger. This is in regards to minor work only. If it were a major task, the Ranger would also have to contract out the work. WALLAR stated she wanted to see language in the scope of work that reflected the Preserve Biologist completing minor fencing needs and trash collection. WALLAR asked if there was any discussion regarding this matter.

City of Chula Vista/JOSIE MCNEELEY stated that POM staff had an opportunity to discuss the Ranger position with the Working Group and possibly eliminating that position. However, it was emphasized at the

meeting that the key in having the Preserve Biologist is to utilize their technical expertise in monitoring and surveying the preserve resources. The scope of work does not preclude them completing tasks as WALLAR suggested. If the Preserve Biologist is in the field and they see areas with trash, they can do minor pickup. Fence repair may need to be contracted out if it is not a simple task at hand. These tasks would be left up to the Preserve Biologist. Having the park Ranger would be beneficial because it allows the park Ranger to regularly monitor for illegal dumping and illegal access. The Working Group suggested having the Ranger work a limited amount of hours to be able to complete vehicle visits to the sites. They would use existing access roads and it would not entail them having to traverse through the sites but just monitor the general overview of POM managed lands. The Ranger could possibly work 10 hours or less a week.

WALLAR stated she has a concern over duplication of efforts. Since the scope of work doesn't preclude the Preserve Biologist from doing minor maintenance, WALLAR wanted language included that directed the Preserve Biologist to complete minor debris collection and minor fence repairs. The cost of a Ranger shouldn't be added. If the Preserve Biologist needs assistance in completing major work, then the Ranger could be a contact in finding a separate contractor to complete the work, but there shouldn't be a duplication in effort out in the field. WALLAR would prefer to see the dollars traditionally used to fund a Ranger be spent on preservation, more on the ground work, monitoring, etc.

MCNEELEY stated that POM staff can review the scope of work and allow or indicate that the Preserve Biologist would have the ability to do minor maintenance work as appropriate in coordination with the County Ranger. That language is currently built into the scope of work. Per discussions with the Working Group, the group realizes there may be duplication in efforts in regards to reporting illegal activities and trash pick up, however the critical point with the scope of work, is for the Preserve Biologist to provide the technical expertise on monitoring efforts or restoration if that is what is needed in the field. POM staff can explore the request and have further discussion.

WALLAR stated she did not want staff to further explore this issue but rather to include direction for the Preserve Biologist to complete minor maintenance in the scope of work.

HALBERT stated the scope of work should include minor repairs or minor amounts of debris removal with more significant repairs or debris removal to be coordinated with the park Ranger or a contractor. The thought being

that if the Preserve Biologist can take care of something in an hour or so, they should do so instead of calling somebody else in.

GODDARD suggested the deletion of language in the scope of work to address the PMT's direction. On page 4, Section A. On-Going Services, Item 6.a delete "coordinate with a County Ranger or appropriate contractor to", leaving the following task, "Monitor existing fencing/gates and identify needs for additional access control; repair or construct fencing/gates." For Item 6.b. delete "and report to a County Ranger or appropriate contractor", leaving the following task "Monitor and remove trash, litter, and other debris." Page 1 of the scope of work states that if the selected biologist is an independent biologist, they must have the ability to monitor subcontractors. Therefore the biologist could contract out if there is a need for major fence construction or a big hauling and disposal job.

WALLAR stated that the word "minor" should be inserted so that the tasks read "Monitor existing fencing/gates and identify needs for additional access control; repair minor or construct minor fencing/gates" and "Monitor and remove minor trash, litter, and other debris." The Preserve Biologist shouldn't be spending huge amounts of time on this task or constructing hundreds of yards of fencing. The Preserve Biologist shouldn't be hired to do just menial tasks.

HALBERT suggested the following language "Monitor existing fencing/gates and identify needs for additional access control; provide minor repairs and coordinate with a County Ranger or appropriate contractor for significant repairs or construct more significant fencing/gate needs."

BAHL stated that if the work was significant that the County Ranger would also have to contract out the work. In the interest of previous comments of not spending too much on administration, if the work is significant, the Ranger would contract the work out so the POM would have the pay the County Ranger for their time in contracting out the work.

WALLAR stated that could fall back to contract administration and the City could determine, working with the Preserve Biologist, if it were appropriate to contract the work out.

HALBERT then suggested the following language for Item 6.a of the scope of work, "Monitor existing fencing/gates and identify needs for additional access control; provide minor repairs and appropriate contractor to make more significant repairs or construct more fencing/gate." For Item 6.b., HALBERT suggested the following language "Remove minor

amounts of trash, litter, and debris; monitor and appropriate contractor to remove more significant amounts of trash, litter, and other debris."

LIBBY LUCAS stated that it seems that too much responsibility is being put on the Preserve Biologist/Steward to do contractual work unless she misunderstood the changes to the scope. The Preserve Biologist shouldn't be mired in contractual work. Would the Preserve Biologist coordinate with the City to contract the work out or would they directly contract the work out? It is understood that the first page of the scope of work requires that the Preserve Biologist have the ability to manage subcontracts, but that was meant to subcontract for biological expertise that the selected Preserve Biologist doesn't have, not for maintenance expertise.

MCNEELEY stated that if there is a need to contract work out, the Preserve Biologist would coordinate with the City. There will be coordination in that the Preserve Biologist would need to meet the contractor out in the field to identify where the clean up or fencing repair is needed.

LUCAS asked for clarification in the language proposed by HALBERT. LUCAS asked if the scope should read that the Preserve Biologist will coordinate with the City, not an appropriate contractor, for more significant work.

WALLAR stated her assumption was there would be a task order issued to the Preserve Biologist and the Preserve Biologist would insure that the work was done the next time he/she was in the area.

HALBERT agreed. It is more cost effective to do it that way then for the Preserve Biologist to come back to the City. The point is that the Preserve Biologist should be performing basic stewardship and that includes keeping their eyes out for problems with trash and fencing. To the extent that they can take care of the issues themselves, they should. When they cant, they should have some kind of as-needed contract.

WALLAR agreed.

SUSAN WYNN stated she agreed that the Preserve Biologist should complete minor work, for example, if a barbed wire needs to be circled around, he/she should do so to be the most opportunistic. Additionally, if he/she sees a weed that needs to be pulled, they should pull that as well. Exotic removal isn't included in the scope of work as a basic stewardship task. If possible, that should be directly referenced in the scope of work. A Preserve Biologist shouldn't replace the Ranger. The concern is that

there were tasks not getting completed so this person was meant to be an additive. The stewardship and Ranger were functioning, but the biological monitoring needed work. The Preserve Biologist is meant to do those tasks that the Agencies felt aren't being efficiently completed. WYNN is concerned that the Preserve Biologist is being asked to replace the Ranger completely. WYNN asked if the Rangers implement enforcement, for example, letting bicyclists that they cant ride on certain trails or that OHV shouldn't be occurring.

BAHL clarified that currently, it is a Seasonal that performs the work. Seasonals are not badged and they have no law enforcement. The County's Department of Parks and Recreation has no law enforcement or citation abilities. The Seasonal patrols the lands and picks up trash and fixes fencing and ensures that signs are up. They are the one person that is out there. The Dudek contract is meant to complete the biological monitoring.

WYNN stated that the new work plan showed the Seasonal position transitioning to a Ranger position.

BAHL stated that a 10-hour/week Ranger is not possible. It is either a full-time person or its not. It was the will of the Working Group not to go to a full-time position. Another full-time Ranger cannot be pulled from another park that is already short on hours.

WYNN stated that the Ranger is focusing on one set of tasks and the biological monitor is focusing on a separate set of tasks. The biological monitor will be completing the work that Dudek is currently completing but the scope of work was meant to gain some flexibility in having a person on the ground with the ability to tell us what they did and saw out in the field. They would be completing additional tasks. WYNN agrees that if the Preserve Biologist is out in the field and there is minor work that needs to be completed they should do it. WYNN asked for clarification on Page1, first paragraph, of the scope of work. It was her understanding that the Preserve Biologist would focus on POM managed lands as a first priority but that they would be allowed to perform work on pre-conveyed lands.

WALLAR stated that she understands the desire for biological work to be completed on all lands within the Preserve however, WALLAR believes that the CFD funds should focus on lands managed by the POM and not pull the Preserve Biologist to other lands that aren't a priority.

GODDARD stated that the second to the last sentence in the first paragraph states "Under certain circumstances, the Preserve Steward may be directed to conduct biota monitoring on pending and pre-conveyed

lands within the Otay Ranch Preserve." The Preserve Steward would focus on POM managed lands as a first priority but under certain circumstances, if there were additional funding, the steward may be asked to perform biota monitoring tasks on pre-conveyed lands.

WYNN asked how the tasks would be directed.

GODDARD stated that any task would be initiated through a task order. Since the City will be managing the contract, they would draft the task order based on what is left in the budget and any potential roll over amounts. The Policy Committee would then decide if spending the money on pre-conveyed lands is what is best for the Preserve.

WYNN stated that is exactly what is not currently working. The goal was to get a Preserve Biologist on the ground. It is agreed that the first priority is for the Preserve Biologist to monitor POM managed lands but to the extent that the Preserve Biologist is monitoring a population, species don't follow parcel lines.

WALLAR stated that the scope of work incorporates the flexibility to use funds on pre-conveyed lands if the POM chooses to do so.

City of Chula Vista/MARISA LUNDSTEDT stated that some of the confusion regarding the Ranger position is based on discussion from the last Working Group. There was discussion to keep the Ranger position but with a limited amount of hours. It was not understood at that meeting that the Ranger position had to be 40 hours or nothing. The Working Group decided collectively that there was a need to keep a limited amount of Ranger time on the books. This is the first time that the no Ranger option is actually being discussed.

WALLAR stated that she is open to revisiting adding the Ranger if this model does not work. However, WALLAR has heard a number of times from the stakeholders that they want to see work being completed on the ground and less to administrative costs. The Ranger should be used sparingly. POM staff has put together a great model and the POM should try it out. The POM can always adjust things if needed.

LUNDSTEDT stated she agreed that the Ranger should be used sparingly but that the position is still needed for coordination efforts.

LUCAS asked for clarification regarding a Ranger's enforcement abilities. If a Ranger cannot cite illegal activities, how would enforcement occur on the Preserve lands? For example, what if there are access issues or encroachment that shouldn't be happening?

BAHL stated that it would be addressed the same way it is handled today, through contacting the Sheriffs. This is the most common mechanism. County Parks and Recreation does not have any other mechanism to cite on any of the lands it manages. This is not specific to just Otay.

LUCAS asked if any of the Rangers had law enforcement abilities.

BAHL stated none of the Rangers have law enforcement abilities. The rangers don't have citing or law enforcement abilities. They contact the Sheriff's when law enforcement is needed.

LUCAS asked for clarification on Page 1, first paragraph, second sentence. MEAD recommended that this line be struck out. LUCAS suggested instead of deleting the line, that "contracted" be added in front of biologist so that the line read "The contracted biologist (i.e. Preserve Steward) providing the biological services shall act as an extension of POM staff."

MEAD stated that wouldn't address the issue. Contractors should be independent contractors not a part of agency staff for liability purposes. As written, the scope of work leaves it open as to whether or nor the Preserve Biologist is in fact an independent contractor.

WYNN stated that it is more the statement that the Preserve Biologist would be acting as an extension of POM staff that is the issue.

MEAD stated yes.

WALLAR stated it is a legal and liability issue.

GODDARD stated that going back to enforcement abilities, GODDARD has requested that the Ranger note how many illegal off-road activities he observes so that POM staff can turn this information over to the Sheriff's. If it is a big issue, hopefully the Sheriffs can come out to the area as often as they are available to start issuing citations.

ROB CAMERON asked for additional clarification on Page 1, first paragraph, second sentence. The purpose of that sentence is to state that the Preserve Biologist would be working at the direction of POM staff. CAMERON suggested changing the language to read "The biologist (i.e. Preserve Steward) providing the biological services shall act at the direction of POM staff."

WALLAR agreed.

HALBERT agreed.

WALLAR made a motion to approve the scope of work with the amendments made by HALBERT and suggested by CAMERON. The motion includes that a Ranger not be included in the scope. WALLAR would like to see how things go and if it is identified that a Ranger is needed then it can be discussed at a future PMT meeting.

HALBERT seconded the motion. Motion passed.

WYNN requested that the meeting minutes reflect that the Agencies are uncomfortable with the elimination of the Ranger position. It was not their intention that the Preserve Biologist replace the Ranger.

WALLAR stated the meeting minutes shall reflect WYNN'S request.

GODDARD asked for clarification on the motion. GODDARD asked if the motion included the modification to the compensation language so that the County and the City were switched in that the City will now be the lead on the contract.

WALLAR stated yes, that modification should be included. WALLAR had included that modification as a part of the amendments made by HABLERT.

GODDARD provided additional information on the contract. The scope of work has been drafted for an as-needed contract. The costs for tasks will be associated with task orders drafted by the City. The next steps for the scope of work is for the City to advertise a Request for Statement of Qualifications, Interview qualified applicants, and select a Preserve Steward/Biologist and execute the contract by the end of the fiscal year.

(III.B) MCNEELEY provided a recap from the last PMT meeting. At that meeting, $340,000 was identified as the potential FY08-09 rollover funds. Also at that meeting, the PMT approved $89,200 of that amount to be used towards spring surveys that needed to be completed as a part of the baseline surveys on lands currently managed by the POM. The spring surveys include, surveying an additional 286 acres of suitable CA gnatcatcher habitat at $10,000; spring floral surveys at $15,000; Quino surveys at $56,000; and two additional herpetological survey sessions at $8,200. The $89,200 was deducted from the $340,000 which leaves $250,800 left in potential rollover funds. The $250,800 is proposed to be allocated to the Preserve Steward/Biologist, including Preserve management and monitoring tasks. POM staff recommends that the PMT

approve up to $250,800 of potential FY08-09 rollover funds for the Preserve Steward/Biologist contract including implementation of Preserve management and monitoring tasks.

WALLAR asked if the $340,000 assumed any delinquency rate.

MCNEELEY stated that it is the potential amount to be collected. The Preserve Biologist contract will note that it will be a contract for up to $250,800. The $340,000 does not factor in a delinquency rate.

WALLAR stated that staff should note that the $250,800 should not be spent if the delinquency rate is higher or the actuals end up being more than projected.

MCNEELEY agreed.

WALLAR asked that POM staff provide the PMT with an update on budget actuals and the delinquency rate at their next meeting.

MCNEELEY stated yes.

HALBERT made a motion to support POM staff's recommendation.

WALLAR seconded the motion. Motion passed.

WYNN asked when the potential rollover funds would be available. Will they be used in FY09-10 since the contract still needs to be executed?

MCNEELEY stated yes.

WYNN asked if this is considered one year funding or two year funding or is that still up in the air until a delinquency rate is factored in?

WALLAR stated that these funds are what are anticipated to left over to be used towards efforts next fiscal year.

WYNN asked for clarification. The funds would be used towards next fiscal year but it could actually fund more than just one year's work.

WALLAR stated that is correct. Around this time next year, the POM will be looking at potential rollover funds for the next fiscal year and plan to rollover them over to the FY10-11 budget.

WYNN asked if the Preserve Biologist would be hired on an annual basis.

GODDARD stated that when the County was going to be the lead on the contract, the County would have structured the contract to be multi-year, for up to 10 years. With the City now being the lead on the contract, it will be up to the City on how they structure the contract, but it is likely they also will structure it to be multi-year.

WYNN asked if the contract will have a clause to be able to renew the contract as funding is available.

LUNDSTEDT stated that language will be structured into the contract.

LUCAS asked if the Preserve Biologist would be hired this calendar year.

WALLAR stated that based on the slide provided by POM staff, the intent is to hire the Preserve Biologist by July 1st.

GODDARD stated POM staff anticipates having the contract executed by the end of the fiscal year in order to encumber the funds.

TOM TOMLINSON asked when the actual task orders will be flushed out. The current scope of work is a general overview of tasks.

MCNEELEY stated that staff will be working on that as soon as possible after the Request for Statements of Qualifications are advertised.

WALLAR stated that specific task orders should be ready to go so that on July 1st, the Preserve Biologist would be ready to work and literally be out in the field.

4. Next PMT Meeting

(IV.) POM staff is in the process of scheduling the 2009 PMT and Policy Committee meetings. POM staff does not have the next PMT meeting scheduled at this time, however, it is anticipated that it will be held in late April/early May.

WALLAR asked if the PMT will be updated on mediation results at the next PMT meeting.

MCNEELEY stated yes. At the Policy Committee meeting, POM staff indicated that mediation would take place prior to the next PMT meeting. POM staff is currently looking into April to schedule the mediation.

WALLAR asked if POM staff is working on POM Alternatives.

MCNEELEY stated yes.

WALLAR asked if an update regarding access to pending conveyances will be provided at the next meeting.

MCNEELEY stated yes.

WYNN asked for clarification regarding the Preserve Biologist scope of work. WYNN stated that there was agreement that exotic removal should be added as a basic stewardship task but it may not have been captured in the motion.

WALLAR stated yes. It was WALLAR'S intention to include that addition to the motion.

LUCAS stated that in Section B.3 of the scope of work, the Agencies requested that the line be amended to read "Assist in the preparation of biological resource reports and Area Specific Management Directives meeting City, County, State, and Federal criteria" since the Preserve Biologist will be the primary field person they will see what the priorities are for the Preserve. They should be able to participate in the development of the Area Specific Management Directives.

WALLAR stated that she is ok with having that task added to future task orders.

MCNEELEY stated that Section E.3 of the scope of work includes "Assist in the technical revisions of Phase 2 RMP and provide recommendations for prioritization and implementation of resource management directives."

LUCAS asked for clarification if resource management directives are the same as Area Specific Management Directives.

MCNEELEY stated yes.

8. Adjournment

(VIII.) Meeting was adjourned at 3:47pm.

ATTACHMENT A

MEETING SIGN-IN SHEET

Project:	Otay Ranch Preserve Preserve Management Team Meeting	**Meeting Date/Time:**	March 17, 2009, 10:00-11:00 am
Place/Room:	County Administration Center, Room 302/303 1600 Pacific Highway, San Diego, CA 92101		

Name	Organization	Phone	E-Mail
Susan Wynn	FWS	760 431-9440	susan-wynn@fws.gov
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AMY PARTOSAN	CITY OF C.V.		
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Justin Craig	McMillin	794-1323	jcraig@mcmillin.com
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