

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



**FROM:** Executive Office

**SUBMITTAL DATE:**  
May 10, 2004

**SUBJECT:** Management Services Contract between the County of Riverside and the Western Riverside County Regional Conservation Authority (RCA) and Acceptance of RCA Resolutions 04-02 and 04-03

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the Management Services Contract between the County and the Western Riverside Regional Conservation Authority (RCA) and authorize the Chairman to execute the same.
2. Accept RCA Resolutions 04-02 and 04-03 appointing the County Treasurer and Controller for the RCA.
3. Direct the County Treasurer and Auditor Controller to set up a fund for the RCA.

**BACKGROUND:** The Joint Exercise of Powers Agreement (Agreement) establishing the Western Riverside County Regional Conservation Authority (RCA) includes provisions for the RCA to contract with the County to provide staff for the first three years of MSHCP implementation. On March 8, 2004, the RCA Board approved the attached Management Services contract, implementing this provision. As provided for in the contract, the County Executive Officer has delegated the authority to the Transportation and Land Management Agency Director to appoint and supervise County personnel providing services to the RCA.

*Katherine Gifford*

Katherine Gifford  
Principal Management Analyst

<b>FINANCIAL DATA: N/A</b>	Current F.Y. Total Cost:	\$	In Current Year Budget:
	Current F.Y. Net County Cost:	\$	Budget Adjustment:
	Annual Net County Cost:	\$	For Fiscal Year:

<b>SOURCE OF FUNDS:</b>	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:** APPROVE

**County Executive Office Signature**

*[Signature]*

Dept't Recomm.:  Policy  
Per Exec. Ofc.:  Policy  
  
 Consent  
 Consent

FISCAL PROCEDURES APPROVED  
ROBERT E. BYRD, Auditor-Controller  
*[Signature]*  
Deputy  
Departmental Concurrence

*[Signature]*  
5/12/2004

**Prev. Agn. Ref.:** \_\_\_\_\_ **District:** All **Agenda Number:** \_\_\_\_\_

15.2

The RCA is required to reimburse the County for the actual costs of salary and benefits for County staff, as well as the actual contract costs for consultants retained to provide services necessary to obtain MSHCP permits and implement the MSHCP. It is recommended that the Board approve the Management Contract and authorize the Chairman to execute it on behalf of the County.

On May 3, 2004, the RCA Board adopted Resolutions Nos. 04-02 and 04-03, which appointed the County Treasurer-Tax Collector and Auditor-Controller to serve as the RCA Treasurer and Controller to perform the duties and functions set forth in Section 6505.5 and 6505.6 of the Government Code. Copies of the resolutions are attached for acceptance by the County Board of Supervisors.

A fund is needed to support the budgetary needs of the RCA. It is further recommended that the Auditor and Treasurer be directed to establish this fund.

1 **MANAGEMENT SERVICES CONTRACT BETWEEN THE WESTERN RIVERSIDE COUNTY**  
2 **REGIONAL CONSERVATION AUTHORITY AND THE COUNTY OF RIVERSIDE**

3 THIS MANAGEMENT SERVICES CONTRACT, "Contract", is made and entered into by and  
4 between the Western Riverside County Regional Conservation Authority, "Authority" and the County of  
5 Riverside, "County".

6 **RECITALS**

7 A. The Authority is a public agency of the State of California formed by that certain Joint  
8 Exercise of Powers Agreement creating the Western Riverside County Regional Conservation Authority  
9 effective as of January 5, 2004, "Agreement."

10 B. Section 3 of the Agreement sets forth numerous powers of the Authority in carrying out its  
11 purpose, including the power to contract and to employ agents, consultants and employees. Section 10 of  
12 the Agreement authorizes the Board of the Authority to retain an Executive Director to administer the  
13 Western Riverside County Multiple Species Habitat Conservation Plan, "MSHCP".

14 C. Authority desires to contract with the County for an initial period of three years to provide  
15 an Executive Director and other staff to assist Authority in its obligation to implement the MSHCP as set  
16 forth herein.  
17

18 NOW, THEREFORE, the Authority and the County agree as follows:  
19

20 1. Executive Director and Other Personnel Services. The Authority hereby retains the  
21 County, acting through the County Executive Officer, to serve as the Executive Director of the Authority  
22 and to provide such staff as may from time to time be necessary or convenient to fulfill the needs and  
23 requirements of the Authority, and the County agrees to provide such services through such personnel as  
24 may be required by the Authority, all upon the terms set forth below.  
25

26 2. Duties of Executive Director. The County Executive Officer, acting either individually  
27 or through such personnel as he shall from time to time appoint, shall act as and be the Executive Director  
28 of the Authority and shall administer, coordinate and supervise the activities of the Authority as set forth

1 in the Agreement, and shall act for the Authority in accomplishing its purpose as set forth in Section 1 of  
2 the Agreement subject to the provisions set forth in Section 10 of the Agreement. The County Executive  
3 Officer, as Executive Director, acting either individually or through such personnel and/or consultants as  
4 he shall from time to time appoint or retain, shall have and exercise all of those powers and  
5 responsibilities of the Authority enumerated in Section 3 of the Agreement and of the Executive Director  
6 enumerated in Section 10 of the Agreement.  
7

8 3. Term; Termination. This Management Services Contract, "Contract", shall commence  
9 effective as of March 8, 2004 and shall continue until March 5, 2007. Thereafter, said Contract may  
10 continue for successive one (1) year terms unless earlier terminated at any time by either party upon  
11 giving the other party thirty (30) days prior written notice. During the initial three (3) year term of this  
12 Contract, either party may terminate this Contract upon giving the other party six (6) months prior written  
13 notice.  
14

15 4. Compensation. In consideration of the County's performance of the services of the  
16 Executive Director as set forth in Section 2 above, the Authority shall pay to the County the sums  
17 specified in Exhibit "A", which is attached hereto and incorporated herein by this reference. Such sums  
18 shall be paid at the times and in the manner specified in Exhibit "A". In the event of the early termination  
19 of this Contract during a payment month pursuant to Section 3 above, the Authority shall, with respect to  
20 fixed compensation amounts such as personnel salaries and general overhead charges, pay the County a  
21 pro rata proportion of the monthly payment represented by the proportion of days of the payment month  
22 which this Contract remains in effect.  
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1           5.     Notice. A party giving notice as required in the Contract shall provide for personal  
2 delivery of such notice or shall send such notice by United States mail, postage prepaid, to the agent and  
3 address of the other party as set forth below:

4                           If to the Authority:

5   c/o County of Riverside  
6   Transportation and Land Management Agency  
7   4080 Lemon Street  
8   Riverside, California 92501  
9   Attn: Executive Director, Western Riverside County Regional  
  Conservation Authority

10                           If to the County:

11   County of Riverside  
12   County Executive Office  
13   4080 Lemon Street, 4<sup>th</sup> Floor  
14   Riverside, California 92501  
15   Attn: County Executive Officer  
16     
17   Riverside County Counsel  
18   3535 Tenth Street, Suite 300  
19   Riverside, California 92501

20           6.     Amendment; Effective Date; Entire Agreement. This Contract represents the entire  
21 agreement between the parties with respect to personnel provided by the County to the Authority and shall  
22 be effective as of March 8, 2004. Any amendment or modification of the provisions of this Contract must  
23 be in writing and signed by each of the parties hereto.

24           7.     Severability. If any term, provision, covenant or condition of this Contract is held by a  
25 court of competent jurisdiction to be invalid, void or unenforceable, the rest of this Contract shall remain  
26 in full force and effect and shall in no way be affected, impaired or invalidated.

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1 IN WITNESS WHEREOF, the parties have executed this Contract on the dates indicated below.

2  
3 DATE: \_\_\_\_\_

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

4  
5 By: \_\_\_\_\_  
Chairman, Board of Supervisors

6  
7 APPROVED AS TO FORM:

8 ~~March 22~~, 2004

9 April

10 By: Karin Watts-Bazan  
Karin Watts-Bazan  
Deputy County Counsel

11  
12  
13  
14 DATE: \_\_\_\_\_

WESTERN RIVERSIDE COUNTY  
REGIONAL CONSERVATION  
AUTHORITY

15  
16 By: Robin Spive  
Chairperson, Board

17  
18 APPROVED AS TO FORM:

19 March \_\_\_\_\_, 2004

20  
21 By: \_\_\_\_\_

1 Exhibit "A"

2 Compensation shall be paid to the County by Authority solely for the items listed below:

3 1. The actual costs of salary and benefits for County staff members, under the direction of the  
4 County Executive Officer, to provide services as Executive Director of the Authority and such other staff  
5 services as may be required at the discretion of the Director of the Transportation and Land Management  
6 Agency, in such amounts as shall be set forth in the annual budget of the Authority, and as said budget  
7 may from time to time be amended by its Board;

8  
9 2. The actual contract costs of consultants retained to provide services necessary to obtain  
10 MSHCP permits and implement the MSHCP.

11 3. A sum for general overhead expenses equal to ten percent (10%) of the total cost of salary and  
12 benefits paid pursuant to Section 1 of this exhibit;

13 4. Actual mileage incurred by County staff members at the current rate authorized by law  
14 pursuant to Internal Revenue Service guidelines;

15 5. Telephone charges based upon actual costs incurred by the County for telephone use by County  
16 staff members. This shall include base monthly line fees and all long distance charges;

17 6. Photocopier charges based upon the number of copies made for the Authority times the cost per  
18 copy actually paid by the County for its Transportation and Land Management Agency, "TLMA" office  
19 photocopy machines;

20 7. Facsimile transmission, "fax", charges based upon the number of fax pages sent and received  
21 by the Authority times the cost per fax page actually paid by the County for its TLMA office fax  
22 machines; and,

23 8. Actual cost of postage (including express mail services) for materials mailed or otherwise sent  
24 by the Authority by means other than the internal County mail system.

25 The County shall periodically, but no more frequently than monthly nor less frequently than  
26 semiannually, provide an invoice to the Authority itemizing charges for the billing period.  
27  
28

1 The Authority shall provide prompt payment to the County by means of Journal Vouchers transferring  
2 funds form Authority accounts to the County Executive Office.

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**RESOLUTION NO. 04-02**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY TO APPOINT THE COUNTY OF RIVERSIDE AS THE TREASURER FOR THE AUTHORITY**

**WHEREAS**, on February 2, 2004, pursuant to Government Code section 6500 et seq. ("Joint Powers Act"), the Western Riverside County Regional Conservation Authority ("RCA") was created by execution of a joint powers agreement by and among the member entities of the Authority;

**WHEREAS**, pursuant to the Joint Powers Act, the RCA must designate a treasurer from among those persons eligible under Government Code sections 6505.5 and 6505.6, to perform the functions and duties set forth therein; and

**NOW THEREFORE, THE BOARD OF DIRECTORS OF THE WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY DOES HEREBY RESOLVE AS FOLLOWS:**

**SECTION 1.** The person holding the office of the Treasurer-Tax Collector of the County of Riverside is hereby appointed as the Treasurer of the RCA ("RCA Treasurer"), to perform the duties and functions set forth in section 6505.5 of the Government Code.

**SECTION 2.** The President of the Board of Directors shall sign this Resolution and the Clerk of the Board of Directors shall certify the adoption thereof.

**PASSED, APPROVED AND ADOPTED** this 3rd day of May, 2004.

AYES:  
NOES:  
ABSTAIN:



Robin Lowe, Chairperson, Western Riverside  
County Regional Conservation Authority

ATTEST:

\_\_\_\_\_  
Clerk  
Western Riverside County Regional Conservation Authority

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I, \_\_\_\_\_, Clerk of the Western Riverside County  
Regional Conservation Authority do hereby certify that the foregoing Resolution No. 04-02 was duly  
and regularly adopted by the Board of Directors at a regular meeting thereof, held on the 3rd day of  
May, 2004, and that the foregoing is full, true and correct copy of said Resolution.

\_\_\_\_\_  
\_\_\_\_\_, Clerk

**RESOLUTION NO. 04-03**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY TO APPOINT THE COUNTY OF RIVERSIDE AS THE CONTROLLER FOR THE AUTHORITY**

**WHEREAS**, on February 2, 2004, pursuant to Government Code section 6500 et seq. ("Joint Powers Act"), the Western Riverside County Regional Conservation Authority ("RCA") was created by execution of a joint powers agreement by and among the member entities of the Authority;

**WHEREAS**, pursuant to the Joint Powers Act, the RCA must designate a controller from among those persons eligible under Government Code sections 6505.5 and 6505.6, to perform the functions and duties set forth therein; and

**NOW THEREFORE, THE BOARD OF DIRECTORS OF THE WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY DOES HEREBY RESOLVE AS FOLLOWS:**

**SECTION 1.** The person holding the office of the Auditor-Controller of the County of Riverside is hereby designated as the Controller of the Authority ("RCA Controller"), to perform the duties and functions set forth in section 6505.5 of the Government Code.

**SECTION 2.** The Chairperson of the Board of Directors shall sign this Resolution and the Clerk of the Board of Directors shall certify the adoption thereof.

**PASSED, APPROVED AND ADOPTED** this 3rd day of May, 2004.

AYES:  
NOES:  
ABSTAIN:



Robin Lowe, Chairperson, Western Riverside  
County Regional Conservation Authority

ATTEST:

\_\_\_\_\_  
Clerk  
Western Riverside County Regional Conservation Authority

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I, \_\_\_\_\_, Clerk of the Western Riverside County  
Regional Conservation Authority do hereby certify that the foregoing Resolution No. 04-03 was duly  
and regularly adopted by the Board of Directors at a regular meeting thereof, held on the 3rd day of  
May, 2004, and that the foregoing is full, true and correct copy of said Resolution.

\_\_\_\_\_  
\_\_\_\_\_, Clerk