

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

623



SUBMITTAL DATE:
February 10, 2011

FROM: Executive Office

SUBJECT: Approval of Fourth Amended and Restated Joint Exercise of Powers Agreement Creating the Western Riverside County Regional Conservation Authority.

RECOMMENDED MOTION: Approve and authorize the Chairman to sign the attached Fourth Amended and Restated Joint Exercise of Powers Agreement Creating the Western Riverside County Regional Conservation Authority.

BACKGROUND: The Amended and Restated Joint Exercise of Powers Agreement Creating the Western Riverside County Regional Conservation Authority adds the newly incorporated city of Eastvale as a member agency. The Regional Conservation Authority's Board of Directors approved the amended agreement on February 7, 2011. Each member agency of the Authority must now approve the amended agreement to complete the process.

[Signature]
Dean Deines, Deputy County Executive Officer

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

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

C.E.O. RECOMMENDATION: APPROVE
BY: *[Signature]*
Jay E. Orr

County Executive Office Signature

FORM APPROVED BY COUNTY COUNSEL 2/15/11
 BY: *[Signature]*
 Departmental Concurrence: KARIN L. WATTS-BAZAN
 DATE

- Consent
- Policy
- Consent
- Policy

Dept's Recomm.:
Per Exec. Ofc.:

Prev. Agn. Ref.: | District: | Agenda Number: **3.3**

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

SEARCHED ON 1-28



Board of Directors

Chairman
Jeff Stone
County of Riverside

Vice Chairman
Jim Hyatt
City of Calimesa

Kevin Bash
City of Norco

William Batey
City of Moreno Valley

Ben Benoit
City of Wildomar

John Benoit
County of Riverside

Roger Berg
City of Beaumont

Randy Bonner
City of Canyon Lake

Bob Buster
County of Riverside

Maryann Edwards
City of Temecula

Thomas Fuhrman
City of Menifee

Mike Gardner
City of Riverside

Linda Krupa
City of Hemet

Alan Long
City of Murrieta

John Machisic
City of Banning

Melissa Melendez
City of Lake Elsinore

Scott Miller
City of San Jacinto

Eugene Montanez
City of Corona

John Tavaglione
County of Riverside

Mark Yarbrough
City of Perris

Executive Staff

Charles Landry
Executive Director

February 7, 2011

The Honorable Bob Buster, Chairman
County of Riverside, Board of Directors
4080 Lemon Street, Fifth Floor
Riverside, CA 92501

RE: BOARD OF SUPERVISORS ACTION REQUESTED – FOURTH AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT CREATING THE WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY

Dear Supervisor Buster:

The Board of Directors of the Western Riverside County Regional Conservation Authority, at their meeting of February 7, 2011, approved the Fourth Amended and Restated Joint Exercise of Powers Agreement (JPA) creating the Western Riverside County Regional Conservation Authority. Said amended agreement would add the City of Eastvale to the joint powers authority once all of the member agencies have adopted the proposed amended agreement.

Enclosed is the proposed Amended and Restated JPA along with 26 signature pages for the County of Riverside. We are requesting 26 original signatures in order that all of the member agencies may be provided with a fully executed original of the JPA. Each member agency must place the item on the agenda for approval. Once it is approved, please return the JPA with the 26 original signature pages to me. Once all of the signature pages are received, each member agency will be provided with a fully executed original JPA for their records.

Your expeditious approval of the Fourth Amended and Restated Joint Exercise of Powers Agreement would be greatly appreciated in order that the City of Eastvale may become a member agency of the Western Riverside County Regional Conservation Authority as soon as possible. Should you have any questions, please feel free to call me at (951) 955-9700.

Sincerely,

Honey Bernas
Director of Administrative Services

Enclosures: Fourth Amended and Restated Joint Exercise of Powers Agreement Creating the Western Riverside County Regional Conservation Authority with 26 Signature Pages

cc: Kecia Harper- Ithem, Clerk of the Board
Bill Luna, County Executive Officer

3403 10th Street, Suite 320
Riverside, California 92501

P.O. Box 1667
Riverside, California 92502-1667

Phone: (951) 955-9700
Fax: (951) 955-8873
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1 **FOURTH AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT**
2 **CREATING THE WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION**
3 **AUTHORITY**

4 This Joint Powers Agreement dated _____, 2011 is made by and
5 between the COUNTY OF RIVERSIDE, and the Cities of BANNING, BEAUMONT,
6 CALIMESA, CANYON LAKE, CORONA, EASTVALE, HEMET, LAKE ELSINORE,
7 MENIFEE, MORENO VALLEY, MURRIETA, NORCO, PERRIS, RIVERSIDE, SAN
8 JACINTO, TEMECULA and WILDOMAR, hereinafter sometimes referred to collectively
9 as "Parties," for the purpose of acquiring, administering, operating and maintaining land
10 and facilities for ecosystem conservation and habitat reserves for certain rare,
11 threatened and endangered species covered by the Western Riverside County Multiple
12 Species Habitat Conservation Plan, hereinafter referred to as the "MSHCP."

13 **RECITALS**

14 WHEREAS, the Cities and the County, hereinafter sometimes jointly referred to
15 as "Parties", are authorized and empowered to contract with each other for the joint
16 exercise of powers pursuant to Article 1, Chapter 5, Division 7, Title 1 (commencing with
17 Section 6500) of the Government Code of the State of California, hereinafter referred to
18 as "the Act"; and

19 WHEREAS, the County and the Cities each have the authority and power to
20 prepare and implement habitat conservation plans for the protection of rare, threatened
21 and endangered species, and to acquire, own, maintain and operate habitat reserves for
22 such species in connection with said habitat conservation plans; and

23 WHEREAS, the formation of a single public agency would most efficiently serve
24 the interests of the County and Cities by allowing the County and the Cities to jointly
25 exercise the aforementioned powers; and

26 WHEREAS, the County in consultation with the Cities has prepared the MSHCP;
27 and

28 WHEREAS, the County and the Cities desire to organize themselves pursuant to

1 this Joint Powers Agreement, hereinafter referred to as the "Agreement", to implement
2 the MSHCP should the MSHCP ultimately be approved by the County and Cities; and

3 WHEREAS, the original Joint Powers Agreement was dated January 27, 2004
4 and was entered into between the County of Riverside and fourteen (14) cities in
5 western Riverside County; and

6 WHEREAS, the Cities of Menifee and Wildomar became member agencies on
7 April 7, 2009; and

8 WHEREAS, the parties and the City of Eastvale desire that the City of Eastvale
9 become a member of the Western Riverside County Regional Conservation Authority.

10 NOW, THEREFORE, for and in consideration of the mutual covenants and
11 conditions hereinafter stated, the Parties hereto agree as follows:

12 **Section 1. Purpose.** The purpose of this Agreement is to create a public
13 agency to acquire, administer, operate and maintain land and facilities to establish
14 habitat reserves for the conservation and protection of species covered by the MSHCP
15 and to implement the MSHCP in the event the MSHCP is approved by the County and
16 Cities and appropriate permits are issued by the U.S. Fish and Wildlife Service and the
17 California Department of Fish and Game.

18 Additionally, this Agreement shall permit the financing of public capital
19 improvements and those purposes permitted under the Marks-Roos Local Bond Pooling
20 Act of 1985, being Article 4 (commencing with Section 6584) of Chapter 5, Division 7,
21 Title 1 of the California Government Code (the "Bond Law").

22 **Section 2. Creation of the Authority.** Pursuant to the Act and the Bond Law,
23 there is hereby created a public agency to be known as the "Western Riverside County
24 Regional Conservation Authority," hereinafter referred to as the "RCA." The RCA shall
25 be a public agency, separate and apart from its members, and as provided by law and
26 not otherwise prohibited by this Agreement, shall be empowered to take such actions as
27 may be necessary or desirable to implement and carry out the purposes of this
28 Agreement.

1 **Section 3. Powers.** In carrying out the purpose of this Agreement, the RCA
2 shall have the following powers:

- 3 A. To make and enter into contracts;
- 4 B. To employ agents, consultants, attorneys and employees;
- 5 C. To acquire property, and any interest in property, both real and personal by
6 purchase, gift, option, grant, bequest, devise or otherwise, and hold and
7 dispose of such property;
- 8 D. To conduct and direct studies and to develop and implement plans to
9 complement, modify or supplement the MSHCP;
- 10 E. To incur debts, liabilities, and obligations;
- 11 F. To sue and be sued in its own name;
- 12 G. To employ reserve managers and other personnel to operate, maintain, and
13 administer the habitat reserves established through implementation of the
14 MSHCP;
- 15 H. To be an applicant, make applications for, and receive grants from
16 governmental and private entities and to participate in State bond issues;
- 17 I. To prepare project reports and applications, to qualify for grants, and to enter
18 into grant contracts and to do all other things necessary to comply with State
19 and Federal laws and regulations with respect to grants;
- 20 J. To borrow or receive advances of funds from its members or from such other
21 sources as may be permitted by law;
- 22 K. To contract with its members and other entities who operate or will operate the
23 habitat reserves established through implementation of the MSHCP;
- 24 L. To issue bonds, notes, warrants and other evidences of indebtedness to
25 finance costs and expenses to carry out the powers of the RCA;
- 26 M. To acquire, hold, and dispose of equipment;
- 27
- 28

- 1 N. To lobby state and federal governments and their officials as well as private
2 entities to obtain funding for implementation of the MSHCP and employ
3 individuals or entities to conduct such lobbying activities on its behalf; and
4 O. To exercise the powers granted to it under the Act, including, but not limited to,
5 the Bond Law and the powers common to each member, as may be necessary
6 to accomplish the purposes of this Agreement.
7 P. To invest money in the treasury pursuant to Section 6505.5 of the Act that is not
8 required for the immediate necessities of the Authority, as the Authority
9 determines is advisable, in the same manner and upon the same conditions as
10 local agencies, pursuant to Section 53601 of the California Government Code.

11 **Section 4. Term.** The term of this Agreement shall continue until terminated by
12 the Parties hereto by their mutual written consent as set forth in Section 5 of this
13 Agreement.

14 **Section 5. Termination, Withdrawal and Amendment.**

15 A. This Agreement shall be automatically terminated and considered null and
16 void in the event the MSHCP is not approved by the County and the Cities or
17 appropriate permits are not issued by the U.S. Fish and Wildlife Service and the
18 California Department of Fish and Game.

19 B. Any Party to this Agreement may withdraw for any reason upon giving all
20 other Parties sixty (60) days advance written notice of the effective date of such
21 withdrawal. This Agreement shall thereupon be deemed automatically amended to
22 reflect the withdrawal of said Party from the RCA and this Agreement. Upon withdrawal
23 of any Party from the RCA and this Agreement, the withdrawing Party shall not receive
24 any distribution, partial or otherwise, of any cash or other assets of the RCA.

25 C. Provided there is mutual consent by the governing bodies of each of the
26 Parties to this Agreement, evidenced in writing, this Agreement may be: (1) amended to
27 add new Parties; or (2) amended to change any portion of this Agreement. Alternatively,
28 any Western Riverside County city may become a party to the Authority upon such terms

1 and conditions as established by the Board or Executive Committee. Any Western
2 Riverside County city shall become a party to the Authority by the adoption by the city
3 council of this Agreement and the execution of a written addendum to this Agreement
4 agreeing to the terms of this Agreement and agreeing to any additional terms and
5 conditions that may be established by the Board or Executive Committee.

6 D. The Parties to this Agreement specifically agree that this Agreement creates
7 an entity which may acquire or hold property. Pursuant to California Government Code
8 Sections 6511 and 6512, upon completion of the purposes of this Agreement or upon
9 termination thereof, any property or assets acquired or surplus money on hand which
10 was obtained pursuant to this Agreement and which is not required by law or contract to
11 be distributed in a different manner, may be returned to the then Parties to the
12 Agreement in proportion to the contributions made, or in the alternative, may be
13 transferred to any local, state, federal or private entity who agrees to assume the duties
14 and obligations of the RCA. However, any distribution of assets shall be subject to the
15 prior discharge of enforceable liability against the RCA. Subject to the foregoing, each
16 Parties proportionate share shall be based upon each Parties contributions to the RCA
17 submitted to the RCA in accordance with Sections 17.A. and B. below.

18 **Section 6. RCA Board and Membership.** This Agreement and the authority
19 hereby created shall be administered by the governing body of the RCA which shall be
20 known as the "Board of the Western Riverside County Regional Conservation Authority"
21 hereinafter referred to as the "Board."

22 The regular members of the Board shall be the five members of the Riverside
23 County Board of Supervisors and one member from each incorporated city who is
24 signatory to the Agreement. Written notification of the appointment of a City
25 representative shall be provided to the Chairperson of the Board.

26 Each member of the Riverside County Board of Supervisors may appoint an
27 alternate member and each City may appoint one alternate member. Each regular
28 member and alternate City appointed member must hold an elective office on the

1 respective governing body appointing the regular or alternate member. The Board of
2 Supervisors may appoint a city council member of a member city to represent each
3 Board of Supervisor member as an alternate at meetings of the RCA Board or
4 committees. Notwithstanding the prior sentence, in no event shall the same person
5 serve as a city representative and alternate for the Board of Supervisor's member of the
6 same meeting. Notice of the appointment of an alternate shall be made in writing to the
7 chairperson of the RCA Board. In the absence of a regular member, the alternate
8 member shall, if present, participate in a meeting of the Board the same as if the
9 alternate member were the regular member.

10 Regular members and alternate members shall serve on the Board during the
11 term for which they were appointed or until their successor has been appointed or their
12 appointment has been revoked, whichever is earlier. However, a regular or alternate
13 member's position on the Board shall automatically terminate if and when the term of the
14 elected public office of such regular or alternate member is terminated. When a vacancy
15 occurs, it shall be the duty of the respective Party having the vacancy to promptly inform
16 the Board of the name of the replacement regular or alternate member.

17 Regular members and alternate members, if participating in a meeting of the
18 Board on behalf of a regular member, shall be entitled to compensation for participation
19 in meetings of the Board and necessary traveling and personal expenses incurred in the
20 performance of the member's duties as authorized by the Board. Such compensation
21 shall be fixed by resolution of the Board.

22 **Section 7. Meetings of the RCA Board.**

23 A. **Meetings.** The Board shall establish the time and place for its regular and
24 special meetings. The dates, hour and location of regular meetings shall be fixed by
25 resolution of the Board and a copy of such resolution shall be provided to the governing
26 body of each of the Parties and with each Party's designated regular and alternate
27 member. Special meetings and adjourned meetings may be held as required or
28 permitted by law.

1 B. Ralph M. Brown Act. All meetings of the Board, including without
2 limitation, regular, special and adjourned meetings, shall be called, noticed, held and
3 conducted in accordance with the provisions of the Ralph M. Brown Act (commencing
4 with Section 54950 of the California Government Code).

5 C. Quorum and Voting. A majority of the members of the Board shall
6 constitute a quorum for the transaction of business and all official acts of the Board shall
7 require the affirmative vote of a majority of the members of the Board. Each regular
8 member or alternate member acting in the place of a regular member shall have one
9 vote at meetings of the Board. However, any member of the Board, immediately after a
10 vote of the Board and prior to the start of the next item on the agenda may call for a
11 weighted vote. For an item to be passed by weighted vote, all of the following
12 requirements shall be met:

13 I. the item shall be approved by a majority of the Board members
14 present at the meeting who represent the Riverside County Board of Supervisors, who
15 each shall have one vote;

16 II. the item shall be approved by a majority of the Board members
17 present at the meeting who represent Cities, who each shall have one vote; and

18 III. the item shall be approved by Board members present at the
19 meeting who represent Cities representing a majority of an equal combination of 1) the
20 population of the county living in incorporated areas within the boundaries of the MSHCP
21 Plan area, and 2) the number of acres currently within the Criteria Cells in the
22 incorporated areas as follows: Banning – 78 acres; Beaumont – 10,098 acres; Calimesa
23 – 3,380 acres; Canyon Lake – 303 acres; Corona – 2,315 acres; Eastvale – 1,024 acres;
24 Hemet – 1,158 acres; Lake Elsinore – 14,336 acres; Menifee – 249 acres; Moreno
25 Valley – 2,325 acres; Murrieta – 8,726 acres; Norco – 734 acres; Perris – 3,181 acres;
26 Riverside – 1,201 acres; San Jacinto – 4,580 acres; Temecula – 3,899 acres; and
27 Wildomar – 4,151 acres. Population data shall be determined through California
28 Department of Finance estimates, adjusted annually.

1 In addition, the Board may, through resolution, revise the above-referenced
2 number of acres due to the addition of a new member entity or other appropriate
3 adjustments as the Board deems necessary.

4 D. The Board may adopt, from time to time, such rules and regulations
5 for the conduct of its meetings and affairs as it may deem necessary, including, without
6 limitation, the designation of a person to record and transcribe the minutes of each
7 public meeting of the RCA.

8 **Section 8. Officers.** The Board shall select a Chairperson and a Vice-
9 Chairperson at its first meeting and at the first meeting held in each succeeding calendar
10 year. Additionally, at its first meeting and at the first meeting held in each succeeding
11 calendar year shall, the Board shall select any other officers it deems appropriate. In the
12 event an officer resigns or ceases to be an officer, the Board shall select a replacement
13 therefore at the next regular meeting of the Board. In the absence or inability of the
14 Chairperson to act, the Vice-Chairperson shall act as Chairperson.

15 A. **Treasurer.** The treasurer of a member agency shall serve as the
16 treasurer of the RCA. The Board pursuant to the adoption of a resolution shall appoint
17 the treasurer of a member agency to serve as the Treasurer. The Treasurer shall have
18 the custody of the RCA money and disburse RCA funds pursuant to the accounting
19 procedures developed in accordance with the provisions of this Agreement, the Act, and
20 with those procedures established by the Board. The Treasurer shall assume the duties
21 described in Section 6505.5 of the Government Code, namely: receive and receipt for
22 all money of the RCA and place in the Treasury of the Treasurer to the credit of the
23 RCA; be responsible upon an official bond as prescribed by the Board for the
24 safekeeping and disbursement of all RCA money so held; pay, when due, out of money
25 of the RCA so held, all sums payable, only upon warrants of the officer performing the
26 functions of the Controller who has been designated by the RCA or Board; verify and
27 report in writing on the first day of July, October, January and April of each year to the
28 RCA the amount of money held for the RCA, the amount of receipts since the last report,

1 and the amount paid out since the last report; and perform such other duties as are set
2 forth in this Agreement or specified by the Board.

3 B. **Controller.** The Finance Director of a member agency shall serve as
4 the Controller of the RCA. The Board pursuant to the adoption of a resolution shall
5 appoint the finance director of a member agency to serve as the Controller. The
6 Controller shall draw warrants to pay demands against the RCA when such demands
7 have been approved by the Board or by any other person authorized to so approve such
8 by this Agreement or by resolution of the Board. The Controller shall perform such
9 duties as are set forth in this Agreement and such other duties as are specified by the
10 Board.

11 There shall be strict accountability of all funds and reporting of all receipts
12 and disbursements. The Controller shall establish and maintain such procedures, funds
13 and accounts as may be required by sound accounting practices, the books and records
14 of the RCA in the possession of the Controller shall be open to inspection at all
15 reasonable times by representatives of the Parties.

16 The Controller, with the approval of the RCA, shall contract with an
17 independent certified public accountant or firm or certified public accountants to make an
18 annual audit of the accounts and records of the RCA, and a complete written report of
19 such audit shall be filed as public records annually, within six (6) months of the end of
20 the fiscal year under examination, with each of the Parties. Such annual audit and
21 written report shall comply with the requirements of Section 6505 of the Government
22 Code. The cost of the annual audit, including contracts with, or employment of such
23 independent certified public accountants in making an audit pursuant to this Agreement
24 shall be a charge against any unencumbered funds of the RCA available for such
25 purpose. The Board by unanimous vote, may replace the annual audit with a special
26 audit covering a two-year period.

27 **Section 9. MSHCP Advisory Committee.** Within thirty (30) days after
28 issuance of the permits by the U.S. Fish and Wildlife Service and California Department

1 of Fish and Game for the MSHCP, the Board shall form an MSHCP Advisory Committee.
2 The MSHCP Advisory Committee shall consist of the Riverside County Habitat
3 Conservation Agency (RCHCA) Board of Directors and one representative from each
4 City who is not a member of the RCHCA. Within six (6) months of execution of this
5 Agreement, or at any time thereafter, the Board may review the RCA organizational
6 structure established by this Agreement to determine if it is facilitating MSHCP
7 implementation.

8 **Section 10. Executive Director.** The Board shall retain an Executive Director to
9 administer the MSHCP in compliance with the duties and responsibilities set forth in
10 Sections 5.0 and 6.0 of the MSHCP. As required by the MSHCP, the RCA shall initially
11 contract with the County of Riverside to provide an appropriate department or individual
12 to act as the Executive Director within thirty (30) days of the formation of the RCA. The
13 appropriate department or individual shall be recommended by the County's Executive
14 Officer and considered by the Board. It is understood by the Parties to this Agreement
15 that the Board may accept or reject the County Executive Officer's recommendation of
16 an appropriate department or individual to serve as the Executive Director. This contract
17 shall be for an initial term of three (3) years. At least six (6) months prior to the
18 expiration of this initial contract term, the Board shall review the County department's or
19 individual's performance as Executive Director. Based upon this review, the Board may
20 elect to extend the contract with the County or select an alternative entity or individual for
21 the Executive Director position upon expiration of the initial term.

22 **Section 11. RESERVED**

23 **Section 12. Monitoring Program Administrator.** Upon issuance of the permits
24 for the MSHCP by the U.S. Fish and Wildlife Service and California Department of Fish
25 and Game and for a period of eight (8) years thereafter, the California Department of
26 Fish and Game shall serve as the Monitoring Program Administrator for the MSHCP.
27 The Monitoring Program Administrator shall be responsible for implementing the
28 monitoring program contained in Section 5.0 of the MSHCP and shall perform all duties

1 and responsibilities as set forth in Sections 5.0 and 6.0 of the MSHCP. Thereafter, the
2 Board may elect to have the Department continue acting in the capacity or shall select
3 an alternative individual or entity for this position if the Board determines that the
4 Department cannot adequately perform the duties and responsibilities of this position.

5 **Section 13. Reserve Managers.** The Board shall retain at least one Reserve
6 Manager to manage lands owned by the RCA within the MSHCP Conservation Area.
7 This Reserve Manager(s) shall report to the Executive Director and shall perform all the
8 duties and responsibilities set forth in Section 5.0 and Section 6.0 of the MSHCP.
9 Additionally, Reserve Managers managing lands owned by any Party to this Agreement
10 that are within the MSHCP Conservation Area shall report to the Executive Director.

11 **Section 14. Independent Science Advisors.** The Board shall retain, as
12 appropriate, independent science advisors who are qualified biologists and conservation
13 experts with expertise in species covered by the MSHCP and their habitats. Additionally,
14 to the extent feasible, the independent science advisors shall have experience in land
15 management. Independent science advisors shall be retained on an annual basis, shall
16 report to the Executive Director and shall comply with the duties and responsibilities set
17 forth in Section 6.0 of the MSHCP.

18 **Section 15. Funding Coordination Committee.** Within one hundred and
19 twenty (120) days after issuance of the permits by the U.S. Fish and Wildlife Service and
20 California Department of Fish and Game for the MSHCP, the Board shall form a Funding
21 Coordination Committee to provide recommendations to the Board on local funding
22 priorities and local MSHCP Conservation Area acquisitions. Members of this committee
23 shall be appointed by the Board and shall consist of, at a minimum, representatives of
24 the Parties to this Agreement, the U.S. Fish and Wildlife Service, and the California
25 Department of Fish and Game. To the extent feasible, members of the Funding
26 Coordination Committee shall have expertise in real estate or land use planning and/or
27 experience implementing large scale conservation programs.

28

1 The Funding Coordination Committee shall make recommendations to the Board
2 through the Executive Director on local land acquisitions and funding priorities.
3 Additionally, this Committee shall provide a forum to discuss land acquisition priorities of
4 the U.S. Fish and Wildlife Service and California Department of Fish and Game and
5 acquisitions by other entities using non-local sources of revenue. The Board shall
6 establish policies under which the Funding Coordination Committee shall make
7 recommendations to the Board. Such policies shall include conflict of interest guidelines
8 for the Committee members.

9 The Planning Directors of each Party to this Agreement shall receive prior notice
10 of all meetings of the Funding Coordination Committee. Such notice shall include a
11 meeting agenda and a list of potential acquisition sites, if applicable. The Planning
12 Directors or their designated representatives may participate in Committee meetings, as
13 appropriate.

14 **Section 16. Reserve Management Oversight Committee.** The Reserve
15 Management Oversight Committee (RMOC) shall be formed within sixty (60) days of the
16 effective date of the contract between the RCA and the County concerning the
17 establishment of an Executive Director. The RMOC shall be composed of, at a
18 minimum, one representative appointed by each of the following entities:

- 19 A. U. S. Fish and Wildlife Service,
- 20 B. California Department of Fish and Game,
- 21 C. Riverside County Regional Parks and Open Space District,
- 22 D. Bureau of Land Management,
- 23 E. U.S. Forest Service,
- 24 F. California Department of Parks and Recreation,
- 25 G. RCA, and
- 26 H. Up to five (5) other private or public agencies or entities that own or
27 manage land within the MSHCP Conservation Area.
- 28

1 The RMOc shall serve as the intermediary between the Reserve Managers and
2 the decision making function of the RCA. The Executive Director shall serve as chair of
3 the RMOc.

4 **Section 17. Rules and Governing Law.** This Agreement shall be construed
5 and enforced in accordance with the laws of the State of California. The Act, the Bond
6 Law, and the laws of the State of California applicable to a general law city shall govern
7 the RCA in the manner of exercising its powers, subject, however, to such restrictions as
8 are applicable to said city in the manner of exercising such powers, as required by
9 Government Code Section 6509. The Board, at its first meeting or as soon thereafter as
10 may be possible, shall adopt such rules and regulations as the Board may deem
11 necessary for the conduct of the RCA's affairs. Among these rules shall be a conflict of
12 interest code and a purchasing ordinance. The Board may, as it deems appropriate,
13 review and revise these rules and regulations.

14 **Section 18. Fiscal Year.** The fiscal year of the RCA shall be the period
15 commencing on July 1 of each year and ending on and including the following June 30.

16 **Section 19. Contributions/Estimated Budget.**

17 A. Contributions of Development Mitigation Fees. The Parties to this
18 Agreement shall impose a development mitigation fee on all new development to
19 support the acquisition of additional reserve lands pursuant to the MSHCP. All
20 development mitigation fees collected by the Parties shall be forwarded to the RCA
21 within ninety (90) days after receipt by each Party. The RCA may, in its discretion,
22 conduct an audit of the development mitigation fees collected by any Party to this
23 Agreement.

24 B. Other Contributions. The RCA may accept contributions of money or
25 property from the Parties or other individuals or entities including but not limited to
26 contributions from Parties, MSHCP Permittees and Special Participating Entities who
27 obtain take authorization under the MSHCP for public utility, schools, transportation,
28 flood control and other public infrastructure projects. Additionally, a Party may hold and

1 manage its own property as a contribution to implementation of the MSHCP and the
2 MSHCP Conservation Area. Landfill Tipping Fees and Density Bonus Fees collected by
3 the County may be contributed to the RCA on an annual basis subject to the discretion
4 of the Board of Supervisors.

5 C. Use of Contributions. When approved by the Board, revenues received by
6 the RCA, including without limitation, fees and other contributions, shall be used to
7 implement the MSHCP. In addition, the RCA shall reimburse the County for any and all
8 litigation costs, including but not limited to attorneys fees, incurred in defense of any
9 legal challenge concerning the adoption of the MSHCP or any related actions as well as
10 any costs incurred to establish the Executive Director and any other necessary staff prior
11 to entering into the contract contemplated in Section 10 of this Agreement.

12 D. Budget. The annual budget for the RCA shall be prepared by the
13 Executive Director. The annual budget shall be based on an estimate of the amount of
14 revenue necessary to implement the MSHCP during the ensuing fiscal year and shall
15 consider necessary land acquisition, improvements, maintenance, management,
16 monitoring, administration, and operation costs during the current fiscal year as such
17 costs are set forth in the then current approved budget for the RCA.

18 **Section 20. MSHCP Reporting Requirements.** In order to assist in the
19 preparation of the annual report required to be prepared by the RMOC and submitted to
20 the USFWS, CDFG, and RCA as set forth in the MSHCP and Implementing Agreement,
21 the Parties shall on a monthly basis provide the following information to the RCA:

22 A. grading permit activity including the number of the permit issued, the
23 location of the development site identified by assessor's parcel
24 number, and the amount of acreage disturbed;

25 B. single family home and mobile home construction activity within the
26 Criteria Area including the number of the grading, building, site
27 preparation or installation permit issued and the location of the
28 development site identified by assessor's parcel number;

- 1 C. development mitigation fee collection including identification by
2 assessor's parcel number of the project for which the fee was
3 collected, the amount of the fee paid, and any exemptions or credits
4 that may have been included in any calculation of the fee; and
5 D. any other information required to comply with the provisions of the
6 MSHCP as may be determined necessary by the Executive Director.

7 In addition, the County shall submit on an annual basis all information contained
8 in the Existing Agricultural Operations Database including the amount of new agricultural
9 land, if any, added to the Database as well as any documentation concerning the
10 expansion of agricultural operations within the Criteria Area.

11 **Section 21. Joint Project/Acquisition Review Process.** To ensure that the
12 requirements of the MSHCP and its Implementing Agreement are properly met, a joint
13 project/acquisition review process shall be instituted by the RCA. This process is set
14 forth in Section 6 of the MSHCP.

15 **Section 22. Liabilities.** Except as may be provided herein, the debts, liabilities
16 and obligations of the RCA shall be the debts, liabilities and obligations of the RCA
17 alone, and not of the Parties to this Agreement.

18 **Section 23. Indemnification.** Provided that a Party has acted in good faith and
19 in accordance with this Agreement, the approved MSHCP and its Implementing
20 Agreement and the Permits, the RCA shall defend, indemnify and hold such Party free
21 and harmless from any loss, liability or damage incurred or suffered by such Party by
22 reason of litigation arising from or as a result of any of the following: the Party's
23 development mitigation fee ordinance; the Party's participation in the RCA; actions taken
24 to approve and/or implement the MSHCP; claims of inverse condemnation or
25 unconstitutional takings against a Party; or any other act performed or to be performed
26 by the Party pursuant to this Agreement, the MSHCP, its Implementing Agreement or the
27 Permits; provided, however, that such indemnification or agreement to hold harmless
28

1 pursuant to this Section shall be recoverable only out of RCA assets and not from other
2 Parties.

3 **Section 24. Notices.** Notices required or permitted hereunder shall be
4 sufficiently given if made in writing and delivered either personally or by registered or
5 certified mail, postage prepaid to said respective Parties, as follows:

6 A. Regional Conservation Authority
7 Executive Director
8 3403 10th Street, Suite 320
9 Riverside, CA 92501
(951) 955-9700
(951) 955-8873 fax

10 B. County of Riverside
11 Transportation and Land Management Agency
12 Agency Director
13 4080 Lemon Street, 7th Floor
14 Riverside, CA 92501
(951) 955-6742
(951) 955-6879 fax

15 C. City of Banning
16 City Manager
17 99 E. Ramsey Street
18 Banning, CA 92220
(951) 922-3103
(951) 922-3128 fax

19 D. City of Beaumont
20 City Manager
21 550 E. 6th Street
22 Beaumont, CA 92223
(951) 769-8520
(909) 769-8526 fax

23 E. City of Calimesa
24 City Manager
25 908 Park Ave
26 Calimesa, CA 92320
(909) 795-9801
(909) 795-4399 fax

27 F. City of Canyon Lake
28 City Manager
31516 Railroad Canyon Road

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Canyon Lake, CA 92587
(951) 244-2955
(951) 246-2022 fax

G. City of Corona
City Manager
P.O. Box 940
Corona, CA 92878
(951) 736-2371
(951) 736-2493 fax

H. City of Eastvale
City Manager
6080 Hamner Avenue, Suite 103
Eastvale, CA 91752
(951) 361-0900
(951) 361-0888 fax

I. City of Hemet
City Manager
445 E. Florida Avenue South
Hemet, CA 92543
(951) 765-2300
(951) 765-3785 fax

J. City of Lake Elsinore
City Manager
130 S. Main Street
Lake Elsinore, CA 92530
(951) 674-6727 ext. 261
(951) 674-2392 fax

K. City of Menifee
City Manager
29683 New Hub Drive, Suite C
Menifee, CA 92586
(951) 672-6777

L. City of Moreno Valley
City Manager
P.O. Box 88005
Moreno Valley, CA 92553
(951) 413-3008
(951) 413-3760 fax

M. City of Murrieta
City Manager
24601 Jefferson Avenue

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Murrieta, CA 92562-9755
(951) 698-1040
(951) 698-9885 fax

N. City of Norco
City Manager
2870 Clark Avenue
Norco, CA 92860
(951) 270-5611
(951) 270-5622 fax

O. City of Perris
City Manager
101 North D Street
Perris, CA 92570
(951) 657-5882
(951) 657-1087 fax

P. City of Riverside
City Manager
3900 Main Street
Riverside, CA 92522
(951) 826-5991
(951) 826-5470 fax

Q. City of San Jacinto
City Manager
595 S. San Jacinto Avenue, Building B
San Jacinto, CA 92583
(951) 487-7342
(951) 654-3728 fax

R. City of Temecula
City Manager
PO Box 9033
Temecula, CA 92589-9033
(951) 694-6440
(951) 694-6499 fax

S. City of Wildomar
City Manager
23738 Clinton Keith Road
Wildomar, CA 92595
(951) 677-7751

1 The listed addresses shall serve as the official address for any notices until such
2 time as any Party gives notice to all other Parties of a change in address in accordance
3 with the terms of this section.

4 **Section 25. Severability.** If any section, clause or phrase of this Agreement or
5 the application thereof to any Party or any other person or circumstance is for any
6 reason held to be invalid by a court of competent jurisdiction, it shall be deemed
7 severable and the remainder of the Agreement or the application of such provisions to
8 the other party or to other persons or circumstances shall not be affected thereby.

9 **Section 26. Other Agreements Not Prohibited.** Other agreements by and
10 between the Parties of this Agreement or any other entity are neither prohibited nor
11 modified in any manner by execution of this Agreement. Furthermore, the Parties hereto
12 agree upon request to execute, acknowledge and deliver all additional papers and
13 documents necessary or desirable to carry out the intent of this Agreement.

14 **Section 27. Other Obligations.** The responsibilities and obligations of each
15 Party to this Agreement shall be solely as provided in this Agreement, or as may be
16 provided for in supplemental agreements to be executed by the Parties.

17 **Section 28. Non-Assignability.** The rights, titles and interests of any Party to
18 this Agreement shall not be assignable or transferable without the consent of the
19 governing body of each Party hereto.

20 **Section 29. Section Headings.** The section headings herein are for
21 convenience of the Parties only, and shall not be deemed to govern, limit, modify or in
22 any manner affect the scope, meaning or intent of the provisions or language of this
23 Agreement.

24 **Section 30. Construction of Language.** It is the intention of the Parties hereto
25 that if any provision of this Agreement is capable of two constructions, one of which
26 would render the provision void and the other of which would render the provision valid,
27 then the provision shall have the meaning which renders it valid.

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Section 31. Cooperation. The Parties recognize the necessity and hereby agree to cooperate with each other in carrying out the purposes of this Agreement, including cooperation in matters relating to the public, accounting, litigation, public relations and the like.

Section 32. Future Amendments. To preserve a reasonable degree of flexibility, many parts of this Agreement are stated in general terms. It is understood that there may be Amendments to this Agreement which will further define the rights and obligations of the Parties.

Section 33. Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the Parties hereto.

Original JPA Approved January 27, 2004
Amendment No. 1 Approved April 29, 2007
Amendment No. 2 Approved March 11, 2008
Amendment No. 3 Approved April 7, 2009
Amendment No. 4 Approved _____, 2011

FORM APPROVED COUNTY COUNSEL
BY: Karin L. Watts DATE 2/15/11
KARIN L. WATTS-BAZZAN DATE

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized as of the date first above written.

Dated: _____

COUNTY OF RIVERSIDE

Attest: _____

By: _____
Chairman, Board of Supervisors

Dated: _____

CITY OF BANNING

Attest: _____

City Clerk

By: _____
Mayor

Dated: _____

CITY OF BEAUMONT

Attest: _____

City Clerk

By: _____
Mayor

Dated: _____

CITY OF CALIMESA

Attest: _____

City Clerk

By: _____
Mayor

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Dated: _____

CITY OF CANYON LAKE

Attest:

City Clerk

By: _____
Mayor

Dated: _____

CITY OF CORONA

Attest:

City Clerk

By: _____
Mayor

Dated: _____

CITY OF EASTVALE

Attest:

By: _____

Dated: _____

CITY OF HEMET

Attest:

City Clerk

By: _____
Mayor

Dated: _____

CITY OF LAKE ELSINORE

Attest:

City Clerk

By: _____
Mayor

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Dated: _____

CITY OF MENIFEE

Attest:

City Clerk

By: _____
Mayor

Dated: _____

CITY OF MORENO VALLEY

Attest:

City Clerk

By: _____
Mayor

Dated: _____

CITY OF MURRIETA

Attest:

City Clerk

By: _____
Mayor

Dated: _____

CITY OF NORCO

Attest:

City Clerk

By: _____
Mayor

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Dated: _____

CITY OF PERRIS

Attest:

City Clerk

By: _____
Mayor

Dated: _____

CITY OF RIVERSIDE

Attest:

City Clerk

By: _____
Mayor

Dated: _____

CITY OF SAN JACINTO

Attest:

City Clerk

By: _____
Mayor

Dated: _____

CITY OF TEMECULA

Attest:

City Clerk

By: _____
Mayor

Dated: _____

CITY OF WILDOMAR

Attest:

City Clerk

By: _____
Mayor