

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



**ITEM: 3.1
(ID # 13926)**

MEETING DATE:

Tuesday, December 08, 2020

FROM: EXECUTIVE OFFICE:

SUBJECT: EXECUTIVE OFFICE: Amended And Restated Agreement For Services Between The Western Riverside County Regional Conservation Authority And The County Of Riverside, All Districts. [\$3,903,690 - Western Riverside Conservation Authority (RCA) 100%] (4/5ths vote)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Amended and Restated Agreement For Services between the County of Riverside and the Western Riverside Conservation Authority (RCA), Attachment A, for five years and,
2. Authorize the Chairman to execute the Agreement.
3. Authorize and direct the Auditor-Controller to establish two new funds under the Executive Office for the OPEB and the Replacement Benefit Plan portions of the agreed payment.

ACTION: Policy, 4/5 Vote Required


Lisa D Brandl 12/2/2020

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, seconded by Supervisor Perez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: December 8, 2020
xc: EO, RCA, Auditor

Kecia R. Harper
Clerk of the Board

By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 3,903,690	\$	\$ 3,903,690	\$
NET COUNTY COST	\$	\$	\$	\$
SOURCE OF FUNDS: Western Riverside Conservation Authority (RCA) 100%			Budget Adjustment: No	
			For Fiscal Year: 20/21-25/26	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On May 10, 2004, in agenda item 15.2, the Western Riverside County Regional Conservation Authority (RCA) entered into a Management Services Contract with the County to provide staffing and certain services to assist in implementing the Western Riverside County Multiple Species Habitat Conservation Plan (“WRCMSHCP”).

On June 5, 2007, in agenda item 3.11, the RCA and the County entered into a second Management Services Contract concerning certain management and administrative services that the County would provide to the RCA.

Since June 2007, all personnel for the management and staffing of RCA has been done by the County through County employees under the terms of the above Management Services Contract.

On November 2, 2020, the Board of Directors of the RCA took action to replace the County as its staffing and management agency role with the Riverside County Transportation Commission (“RCTC”) effective January 1, 2021. As a result, the RCA desires to amend its Management Services Agreement with the County to instead just enter into an Agreement for Services whereby the County provides a much narrower scope of services to the RCA with most day-to-day management and staffing services to now be provided by RCTC.

The attached Amended and Restated Agreement for Services (“Agreement”) that both parties desire to enter into is to carry out the transfer of responsibilities, to narrow the County’s Scope of Services to be provided to the RCA as set forth in Exhibit A to the attached Agreement, and to clarify the responsibilities and obligations of the RCA and the County with regard to retired and current County staff assigned to RCA.

This Agreement shall be effective on January 1, 2021 for a five-year term. Once effective, this Agreement shall continue thereafter for successive five-year terms without further action by

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

the RCA Board of Directors or the County. This Agreement may be terminated, in part or in whole, by either party with or without cause upon 12 months' notice.

Recognizing that RCA has been staffed by County employees, RCA shall be responsible for reimbursing the County for any vacation or annual leave balances owed to County employees that performed work for RCA upon their separation with the County; any amounts owed as RCA's share of the County's unfunded pension liability obligations; and any amounts owed for Other Post- Employment Benefits (OPEB), including but not limited to any retiree medical benefits and any payments owed under the Replacement Benefit Plan, for any County employee that performed work for RCA that has retired or will retire prior to January 1, 2021.

The payments owed under the Replacement Benefit Plan shall be proportionally allocated on the basis of service that the County employee performed for RCA compared to total County service, including RCA service. In addition to ongoing payments for any services called out under Exhibit A to the attached Agreement, RCA will pay to the County \$3,903,690 as a total, one-time lump sum payment for amounts owed for the RCA's share of the County's unfunded pension liability obligations and any OPEB amounts, including payments owed under the Replacement Benefit Plan. RCA will pay this amount to the County no later than ten days after the effective date of this Agreement.

The Executive Office has worked with RCA, Human Resources and the County's actuarial consultant to calculate the one-time lump sum payment specified under this Agreement. Once the \$3,903,690 payment is received, the County agrees that it shall have no further recourse against RCA for the unfunded pension liability and OPEB obligations, including payments owed under the Replacement Benefit Plan. If the one-time, lump sum payment is insufficient to meet that liability and obligations, the County shall be solely responsible for such remaining unfunded pension liability and OPEB obligations, including payments owed under the Replacement Benefit Plan.

Additional Fiscal Information

The OPEB reimbursement was calculated using one of the County's actuaries to determine the full amount of the liability. If the calculation is later determined to be inaccurate, the County will be responsible for the remaining balance.

The funds for OPEB and the Replacement Benefit Plan will be drawn down annually until the benefit ceases. The UAL portion will be sent to CalPERS once received to paydown the unfunded liability.

Contract History and Price Reasonableness

This Agreement shall be effective on January 1, 2021 for a five-year term. Once effective, this Agreement shall continue thereafter for successive five-year terms without further action by the RCA Board of Directors or the County. This Agreement may be terminated, in part or in whole, by either party with or without cause upon 12 months' notice.

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

ATTACHMENT:

- Attachment A - Amended and Restated Agreement for Services



Gregory V. Priantos, Director County Counsel 11/30/2020

AMENDED AND RESTATED AGREEMENT FOR SERVICES BETWEEN THE
WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY AND
THE COUNTY OF RIVERSIDE

This AMENDED AND RESTATED AGREEMENT FOR SERVICES ("Agreement") is entered into and shall be deemed effective as of January 1, 2021, (the "Effective Date") by and between the WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY (referred to herein as "RCA"), and the COUNTY OF RIVERSIDE (referred to herein as "County"). The RCA and County may be referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, the RCA is a public agency of the State of California formed by that certain Joint Exercise of Powers Agreement creating the Western Riverside County Regional Conservation Authority effective as of January 4, 2004; and

WHEREAS, Section 3 of the Joint Exercise of Powers Agreement sets forth numerous powers of the RCA in carrying out its purpose, including the power to contract and to employ agents, consultants and employees; and

WHEREAS, in May 2004, RCA entered into a Management Services Contract with the County to provide staffing and certain services to assist the RCA in its obligations to implement the Western Riverside County Multiple Species Habitat Conservation Plan ("WRCMSHCP") as set forth herein; and

WHEREAS, on or about June 5, 2007, RCA and the County entered into a second Agreement for Services concerning certain management and administrative services that the County would provide to the RCA upon the expiration of the May 2004 Management Services Contract; and

WHEREAS, on November 2, 2020, the Board of Directors of the RCA took action to replace the County as its staffing and management agency with the Riverside County Transportation Commission ("RCTC") to take that staffing and management agency role effective January 1, 2021; and

WHEREAS, the Parties desire to enter into this Amended and Restated Agreement to carry out the transfer of responsibilities, to narrow the County's Scope of Services to be provided to the RCA, and to clarify the responsibilities and obligations of the RCA and the County with regard to retired and current County staff assigned to RCA.

NOW, THEREFORE, the Parties hereto agree as follows:

AGREEMENT

1. SERVICES – DESCRIPTION AND SCOPE OF SERVICES. County shall provide staffing and services to the RCA, as set forth herein.

a. *Services to be Provided*. The County, upon request of the RCA Executive

Director, shall provide the services attached as Exhibit "A" hereto and incorporated herein by this reference. The RCA Executive Director may terminate individual services listed in Exhibit "A" upon 30 days' written notice.

b. *Use of Financial Systems.* The County agrees that the RCA may continue to use the County's Tax Identification Number as long as the RCA uses the County's financial systems.

2. **TERM; TERMINATION.** This Agreement shall be effective on January 1, 2021 for a five-year term. Once effective, this Agreement shall continue thereafter for successive five-year terms without further action by the RCA Board of Directors or the County. This Agreement may be terminated, in part or in whole, by either party with or without cause upon 12 months' notice.

3. **COMPENSATION.**

a. *Compensation for Services.* In consideration of services set forth in Exhibit "A" provided by County pursuant to this Agreement, County shall be paid by RCA for the actual cost of providing services or at the County Board of Supervisors approved rates in place at the time services are rendered. Additionally, RCA will reimburse County for expenses incurred under this Agreement at actual cost.

i. County shall periodically, but no more frequently than monthly nor less frequently than quarterly, bill the RCA invoice via journal entries/charges the RCA itemizing charges for the billing period.

ii. County will ensure that all journal entries/charges include only those charges that reflect those actual costs incurred by the County.

iii. County journal entries/charges will provide sufficient expenditure detail to confirm the validity of the cost charges, and the County will cooperate with RCA in clarifying any billing issues.

iv. RCA shall pay County for services rendered pursuant to this Agreement within thirty (30) days of receipt of the aforementioned journal entries/charges.

b. *Other Post-Employment Benefits, Leave Balances, and Pension Obligations.*

i. In addition to the amounts described in Section 3(a), above, RCA shall be responsible for reimbursing the County for any vacation or annual leave balances owed to County employees that performed work for RCA upon their separation with the County; any amounts owed as RCA's share of the County's unfunded pension liability obligations; and any amounts owed for Other Post-Employment Benefits (OPEB), including but not limited to any retiree medical benefits and any payments owed under the Replacement Benefit Plan, for any County employee that performed work for RCA that has retired or will retire prior to January 1, 2021.

ii. The payments owed under the Replacement Benefit Plan shall be

proportionally allocated on the basis of service that such County employee performed for RCA compared to total County service, including RCA service. In lieu of ongoing payments, the parties agree that RCA shall pay to County Three Million Nine Hundred Three Thousand Six Hundred Ninety Dollars and no cents (\$3,903,690.00) as a total lump sum payment for amounts owed under this Section 3(b) for the RCA's share of the County's unfunded pension liability obligations and any OPEB amounts, including payments owed under the Replacement Benefit Plan. RCA shall pay this amount to the County no later than ten (10) days after the effective date of this Agreement. The County agrees that it shall have no further recourse against RCA for the unfunded pension liability and OPEB obligations, including payments owed under the Replacement Benefit Plan, such that if the foregoing lump sum is insufficient to meet that liability and obligations, the County shall be solely responsible for such remaining unfunded pension liability and OPEB obligations, including payments owed under the Replacement Benefit Plan. RCA shall be responsible for paying separately any vacation or annual leave balances owed to County employees that performed work for the RCA upon their separation with the County.

4. ALTERATION OR AMENDMENT. No alteration, amendment, or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto. Any and all sections of this Agreement may be modified, deleted, or added at any time throughout the terms of this Agreement upon written amendment, and upon formal approval by both the RCA and the County. This Agreement represents the entire agreement between the parties with respect to the provision of staffing and services to the RCA. Additional service agreements between the RCA and the County may be entered into as deemed necessary with joint approval by the RCA Board of Directors and the Riverside County Board of Supervisors.

5. ADMINISTRATION. The County Executive Officer, or designee, shall administer this Agreement on behalf of the County. The Executive Director of the RCA, or designee, shall administer this Agreement on behalf of the RCA.

6. ASSIGNMENT. This Agreement shall not be assigned by either party, in whole or in part, without the prior written consent of the other party.

7. NOTICES. Any notices required or permitted hereunder shall be in writing and may be personally delivered; or by mail by depositing such notice in the United States mail, first class postage prepaid; or by reputable overnight delivery service; addressed as follows or to such other place as each party may designate by subsequent written notice to each other:

RCA:
Western Riverside County
Regional Conservation Authority
3403 Tenth Street, Suite 320
Riverside, CA, 92501

Attn: RCA Executive Director

COUNTY:
County of Riverside
4080 Lemon Street, Fourth Floor
Riverside, CA 92501

Attn: County Executive Officer

A notice shall be effective on the date of personal delivery if personally delivered from 5:00 p.m. on a business day otherwise on the business day following personal delivery; or two (2) business days following the date the notice is postmarked, if mailed; or on the day following delivery to the applicable overnight courier, if set by overnight courier for the next business day delivery and otherwise when received.

8. TIME OF PERFORMANCE. Unless specifically stated to the contrary, all references to days herein shall be deemed to refer to calendar days. If the final date for payment of any amount or performance of any act falls on a Saturday, Sunday or holiday, such payment shall be made or act performed on the next succeeding business day.

9. COMPLETE AGREEMENT. This Agreement is intended by the parties to be the final expression of their agreement with respect to personnel provided by County to the RCA, and is intended as a complete and exclusive statement of the terms of the agreement between the parties. As such, this Agreement supersedes any prior understandings between the parties, whether oral or written, unless such understanding is referenced herein.

10. WAIVER. Any waiver by either party of a breach of any of the terms of this Agreement shall not be construed as a waiver of any succeeding breach of the same or other term of this Agreement.

11. SEVERABILITY. In the event any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired or invalidated in any way. In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, or against public policy, the parties shall use their best efforts to negotiate and implement amendments to this Agreement that are necessary to and consistent with the purpose of this Agreement and the intent of the parties.

12. GOVERNING LAW AND VENUE. This Agreement and its construction and interpretation as to validity, performance and breach shall be construed under the laws of the State of California applicable to agreements both entered into and to be performed in California. The provisions of the Government Claims Act (Government Code section 900 et seq.) shall be applicable for any disputes under this Agreement. Venue shall be within the County of Riverside for any legal or equitable action to enforce the terms of this Agreement, to declare the rights of the parties under this Agreement, or for any action which relates to this Agreement in any manner.


13. APPROVAL/COUNTERPARTS. This Agreement must be approved by the RCA Board of Directors and the Riverside County Board of Supervisors. Each party has had the opportunity to participate in drafting and preparation of this Agreement. Any construction to be made in the Agreement of any of its terms or provisions shall not be construed against any one party. This Agreement may be executed in one or more counterparts, and each such counterpart, executed telecopy, fax or photocopy shall be deemed to be an original instrument, all of which together shall constitute one and the same Agreement.

14. CERTIFICATION OF AUTHORITY TO EXECUTE THIS AGREEMENT. County and RCA certify that the individuals signing below on behalf of the party have authority to execute this Agreement on behalf of the party, and may legally bind the party to the terms and conditions of this Agreement.

15. TERMINATION OF 2007 AGREEMENT. The 2007 Agreement for Services, entered into on or about June 5, 2007, between the RCA and the County shall be terminated upon the Effective Date.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment to the Agreement for Services in Riverside, California.

COUNTY OF RIVERSIDE

By: 
Chairman, Board of Supervisors

Dated: DEC 08 2020

ATTEST:
Clerk of the Board


By: 
Deputy

Dated: DEC 08 2020

APPROVED AS TO FORM:

By: 
Assistant County Counsel

WESTERN RIVERSIDE COUNTY
REGIONAL CONSERVATION AUTHORITY

By: 
Jonathan Ingram, Chair

Dated: 11/9/2020

ATTEST:

By: 
Clerk of the Board

Dated: 11/12/2020

APPROVED AS TO FORM:

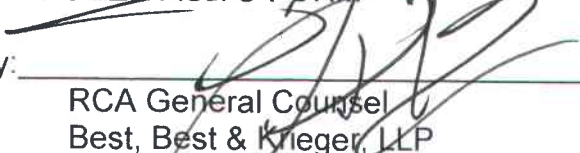
By: 
RCA General Counsel
Best, Best & Krieger, LLP

EXHIBIT "A"

Scope of Services between County of Riverside and Western Riverside County Regional Conservation Authority

Real estate services from Facilities Management, including, but not limited to:

- Order and review appraisals
- Order and review title reports
- Obtain phase 1 environmental reports
- Draft purchase and sale agreements
- Draft donation agreements
- Negotiate land acquisitions
- Prepare requests for funds
- Process escrows
- Notarize documents
- Coordinate land acquisitions

Information technology services from Riverside County Information Technology Department (RCIT), including, but not limited to:

Access to the following software programs: PeopleSoft, LaserFische, Simpler, and any other programs required to utilize the PeopleSoft system, phone system and conference line access, internet connectivity, GIS access, licenses, and live connectivity to the GIS database.

Treasurer Services: In accordance with RCA Resolution No. 04-02, the County Treasurer will continue to serve as the RCA Treasurer. RCA will continue to invest funds with the County Treasurer in accordance with RCA's Investment Policy.

Auditor Controller Office Services: In accordance with RCA Resolution No. 04-03, the County Auditor-Controller will continue to serve as RCA's Controller.

Human Resources Services: As needed during the transition, RCA will continue to utilize necessary Human Resources services related to County employees.

Central Mail Services

Clerk of the Board Services: The County will afford RCA use of the Board Room and RCIT staff during meetings, Clerk of the Board staff for clerking meetings and training during transition, MinuteTraQ, Net File, and other services mutually agreed upon.

Separate agreements will remain in full force and effect until terminated. RCA has separate agreements for services with Riverside County Regional Park and Open-Space District for land management and Facilities Management for leased office space.

Other mutually agreed-upon services as necessary.