

**Regional Conservation Authority
Administrative Committee**

July 12, 2004

AGENDA ITEM NO. 4

**Proposed Amendment to the Joint
Exercise of Powers Agreement**

LAW OFFICES OF
BEST BEST & KRIEGER LLP
3750 UNIVERSITY AVENUE
P.O. BOX 1028
RIVERSIDE, CALIFORNIA 92502

1 **AMENDMENT NO. 1 TO JOINT EXERCISE OF POWERS AGREEMENT CREATING**
2 **THE WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY**

3
4 This Amendment dated _____, 2004, is made by and between the COUNTY OF
5 RIVERSIDE, hereinafter sometimes referred to as “County”, and the Cities of BANNING,
6 BEAUMONT, CALIMESA, CANYON LAKE, CORONA, HEMET, LAKE ELSINORE,
7 MORENO VALLEY, MURRIETA, NORCO, PERRIS, RIVERSIDE, SAN JACINTO and
8 TEMECULA, hereinafter sometimes referred to as “Cities.”

9 **RECITALS**

10 WHEREAS, the Cities and the County hereinafter sometimes jointly referred to as
11 “Parties,” are authorized and empowered to contract with each other pursuant to Article 1,
12 Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the Government Code of the
13 State of California; and

14 WHEREAS, the Parties, and each of them, have executed a Joint Exercise Of Powers
15 Agreement Creating The Western Riverside County Regional Conservation Authority
16 (“Agreement”); and

17 WHEREAS, section 32 of the Agreement states that there may be Amendments to the
18 Agreement which will further define the rights and obligations of the Parties.

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

21 **Section 1. Revised JPA Section 23 Regarding Indemnification.** Section 23 of the
22 Agreement is amended to state the following:

23 “The RCA shall defend, indemnify and hold the Parties free and harmless from any loss,
24 liability or damage incurred or suffered by any Party by reason of litigation arising for or as a
25 result of any action taken by such Party in good faith and in accordance with this Agreement, the
26 approved MSHCP and its Implementing Agreement and the Permits related to the following: the
27 Party’s development mitigation fee ordinance; the Party’s participation in the RCA; actions taken
28

LAW OFFICES OF
BEST BEST & KRIEGER LLP
3750 UNIVERSITY AVENUE
P.O. BOX 1028
RIVERSIDE, CALIFORNIA 92502

1 to approve and/or implement the MSHCP; claims of inverse condemnation or unconstitutional
2 takings against a Party; or any other act performed or to be performed by the Party pursuant to
3 this Agreement, the MSHCP, its Implementing Agreement or the Permits; provided, however,
4 that such indemnification or agreement to hold harmless pursuant to this Section shall be
5 recoverable only out of RCA assets and not from other Parties. For purposes of this Section 23,
6 the phrase “actions taken to approve and/or implement the MSHCP” include, without limitation:
7 (a) a Party’s execution of a resolution making responsible agency findings pursuant to the
8 California Environmental Quality Act in reliance on a lead agency finding made by the County of
9 Riverside; (b) Party actions or omissions of implementation of the MSHCP that result in litigation
10 against the Party for violations of California Planning and Zoning Law; and (c) Party withdrawal
11 from implementation of the MSHCP in accordance with the terms of the Implementing
12 Agreement (Section 22.0 et seq.). For purposes of subdivision (c), the Parties agree that if a Party
13 withdraws from the MSHCP at a future date, the RCA would continue to have the obligation to
14 defend and indemnify that Party for any litigation arising from a good faith action of the Party in
15 furtherance of the MSHCP prior to the date of withdrawal and/or arising from or in connection
16 with the Party’s ongoing obligations, subject to the provisions of this Section and Section 22 of
17 the Implementing Agreement.”

18 **Section 2. Other Provisions to Remain in Effect.**

19 Except as set forth herein, all provisions of the Agreement shall remain in full force and
20 effect, and shall govern the actions of the parties hereto and the amended provisions set forth in
21 this Amendment.

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

25 Dated: _____

COUNTY OF RIVERSIDE

26 Attest:

27 _____

By: _____
Chairman, Board of Supervisors

LAW OFFICES OF
BEST BEST & KRIEGER LLP
3750 UNIVERSITY AVENUE
P.O. BOX 1028
RIVERSIDE, CALIFORNIA 92502

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

LAW OFFICES OF
BEST BEST & KRIEGER LLP
3750 UNIVERSITY AVENUE
P.O. BOX 1028
RIVERSIDE, CALIFORNIA 92502

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: _____

CITY OF CANYON LAKE

Attest:

City Clerk

By: _____
Mayor

Dated: _____

CITY OF CORONA

Attest:

City Clerk

By: _____
Mayor

Dated: _____

CITY OF HEMET

Attest:

City Clerk

By: _____
Mayor

Dated: _____

CITY OF LAKE ELSINORE

Attest:

City Clerk

By: _____
Mayor

Dated: _____

CITY OF MORENO VALLEY

Attest:

City Clerk

By: _____
Mayor

LAW OFFICES OF
BEST BEST & KRIEGER LLP
3750 UNIVERSITY AVENUE
P.O. BOX 1028
RIVERSIDE, CALIFORNIA 92502

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: _____

CITY OF MURRIETA

Attest:

City Clerk

By: _____
Mayor

Dated: _____

CITY OF NORCO

Attest:

City Clerk

By: _____
Mayor

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

**Regional Conservation Authority
Administrative Committee**

July 12, 2004

AGENDA ITEM NO. 5

Proposed Resolution Amending the Bylaws

RESOLUTION NO. 04-05

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
WESTERN RIVERSIDE COUNTY REGIONAL
CONSERVATION AUTHORITY AMENDING THE
AUTHORITY'S BYLAWS**

WHEREAS, the Western Riverside County Regional Conservation Authority ("Authority") is a public agency of the State of California formed by a Joint Exercise of Powers Agreement ("Agreement"); and

WHEREAS, pursuant to Section 19 of the Agreement, the Authority has the power to adopt such rules and regulations as the Board may deem necessary for the conduct of the Authority's affairs; and

WHEREAS, on the Authority has adopted by-laws; and

WHEREAS, it is necessary at this time to revise the Authority's bylaws.

NOW, THEREFORE, BE IT RESOLVED that the Western Riverside County Regional Conservation Authority Board of Directors does hereby amend its by-laws as follows:

Article IX, Section A, Paragraph 1 of the Authority's by-laws is amended to add the following requirement:

"In order for the Funding Coordination Committee to take formal action, the following members must be present at the Committee meeting: at least one (1) member representing the Riverside County Board of Supervisors and one (1) member from one of the five cities with the most acreage within the Criteria Area as set forth or modified pursuant to Section 7.C. of the Joint Powers Agreement establishing the RCA. Currently, those cities are Beaumont, Calimesa, Lake Elsinore, Murrieta and San Jacinto."

The following proviso shall be added to Article V, Section B, Paragraph 1:

"Provided that for purposes of this paragraph, if there are less three (3) members present at the meeting who represent the Riverside County Board of Supervisors, the item shall be deemed approved by the County representatives present."

PASSED AND ADOPTED at the regular meeting of the Board of Directors at the Western Riverside County Regional Conservation Authority held this 12th day of July, 2004.

Robin Reeser Lowe, Chairperson

**Regional Conservation Authority
Administrative Committee**

July 12, 2004

AGENDA ITEM NO. 6

MOU Policy Issues Statement

Policy Issues Related to the Implementation of the Memoranda of Understanding Between the County and the Cities of Calimesa and Lake Elsinore

Items in both the Calimesa and Lake Elsinore Memoranda of Understanding (“MOUs”)

1. A requirement that RCA report on a quarterly basis monies collected that quarter and contributed toward Plan implementation as well as acquisitions that have occurred that quarter and to date for each City and the County. (Lake Elsinore MOU, Section 6.4; Calimesa MOU, Section D.a.)
2. A policy whereby the RCA would consider “return to source” as a priority where conservation lands remain to be acquired within the City or the County. (Lake Elsinore MOU, Section 6.2; Calimesa MOU, Section D.b.)
3. A policy that if an RCA member agency is not receiving a proportionate “return to source” over a period of 12 months, that such member agency could request expedited acquisitions and priority to be funded over the following six months based on availability of funds and the member agency or RCA having an acquisition agreement with fully negotiated terms. (Lake Elsinore MOU, Section 6.3; Calimesa MOU, Section D.c.)

Items only in the Lake Elsinore MOU

An administrative rule:

“Defining which ministerial projects and/or development applications for projects are exempt from MSHCP and which are subject to the MSHCP, including clarification of which ministerial projects and/or development applications for projects that are exempt from the California Environmental Quality Act are subject to the MSHCP’s requirements. (MOU, Section 6.1)

Items only in the Calimesa MOU

The City and County concur in their understanding of how the MSHCP will be implemented as follows:

3. Agree that the City has sole authority, including veto power, over the HANS/Joint Project Review process as it applies to land use actions and acquisitions for property within the City’s jurisdiction.
4. Agree to jointly consult on all County projects within the City’s sphere of influence prior to finalizing the County’s HANS process for those projects.
5. Agree that the City has full control over MSHCP fee credits pursuant to the terms of its local development fee ordinance for fees collected within the City.
6. Agree that through the use of fee credits, the City will retain control of the fees generated within the City while still calling on other funding sources available to the RCA for acquisition of conservation lands.

**Regional Conservation Authority
Administrative Committee**

July 12, 2004

AGENDA ITEM NO. 7

RCA Participation in Credit Agreements