

**WESTERN RIVERSIDE COUNTY  
REGIONAL CONSERVATION AUTHORITY**

***REVISED***  
**AGENDA**

**Monday, February 6, 2006  
1:00 p.m.**

**Riverside County Administrative Center  
First Floor Annex – Board Hearing Room  
4080 Lemon Street  
Riverside, CA 92501**

*In compliance with the Americans with Disabilities Act and Government Code Section 54954.2, if special assistance is needed to participate in a Board meeting, please contact the Clerk of the Board at (951) 955-9700. Notification of at least 48 hours prior to meeting time will assist staff in assuring that reasonable arrangements can be made to provide accessibility at the meeting.*

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. PUBLIC COMMENTS**

At this time members of the public can address the RCA Board of Directors regarding any items within the subject matter jurisdiction of the Board that are not separately listed on this agenda. Members of the public will have an opportunity to speak on agenda items at the time the item is called for discussion. No action may be taken on items not listed on the agenda unless authorized by law. Any person wishing to address the Board on any matter, whether or not it appears on this agenda, is requested to complete a Request to Speak form available at the door. The completed form is to be submitted to the Clerk of the Board prior to an individual being heard. Whenever possible, lengthy testimony should be presented to the Board in writing and only pertinent points presented orally.

- 4. BOARD MEMBER ANNOUNCEMENTS**
- 5. ADDITIONS/REVISIONS** *(The Board may add an item to the Agenda after making a finding that there is a need to take immediate action on the item and that the item came to the attention of the Board subsequent to the posting of the agenda. An action adding an item to the agenda requires 2/3 vote of the Board. If there are less than 2/3 of the Board Members present, adding an item requires a unanimous vote. Added items will be placed for discussion at the end of the agenda.)*
- 6. APPROVAL OF MINUTES – January 9, 2006**

**RCA BOARD OF DIRECTORS AGENDA**

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February 6, 2006

**7. CONSENT CALENDAR:**

- 7.1 Consideration and Possible Approval of a Professional Services Agreement between the Western Riverside County Regional Conservation Authority and Patricia Lock-Dawson for Grant Program Coordination
- 7.2 Introduction of Resolution No. 06-01 Amending the Bylaws to Alternate Chairperson and Vice Chairperson between Cities and County

**8. POLICY CALENDAR:**

- 8.1 Ratification of Chairman's Appointment of 2006 Administrative Committee Membership

**9. ITEMS FOR NEXT MEETING**

Board members are invited to suggest additional items to be brought forward for discussion.

**10. CLOSED SESSION:** *With respect to every item of business to be discussed in closed session pursuant to Government Code Section 54956.8:*

**A. Conference with Real Property Negotiators**

**Property:** Assessor's Parcel Numbers 583-100-108 and 583-100-109

**Negotiating parties:**

**Agency:** Director of Land Acquisition and Property Mgt.

**Property owner:** Paul P. Kiang/Linda Shain

**Under Negotiation:** Price/Terms of Payment

**B. Conference with Real Property Negotiators**

**Property:** Assessor's Parcel Numbers 580-560-001, 002, 003, 004, 005, 006 and 007

**Negotiating parties:**

**Agency:** Director of Land Acquisition and Property Mgt.

**Property owner:** Judy Thompson

**Under Negotiation:** Price/Terms of Payment

**11. ADJOURNMENT**

The next meeting of the Western Riverside County Regional Conservation Authority Board of Directors is scheduled to be held on Monday, March 6, 2006, at 1:00 p.m. at the County Administrative Center, Board Room, 4080 Lemon Street, Riverside, California, 92501

# **AGENDA ITEM 6**

**WESTERN RIVERSIDE COUNTY  
REGIONAL CONSERVATION AUTHORITY**

**MINUTES**

**Monday, January 9, 2006  
1:00 p.m.**

**1. CALL TO ORDER**

The meeting of the Western Riverside County Regional Conservation Authority Board of Directors was called to order by Vice Chairman Kelly Seyarto at 1:03 p.m. in the Board Room at the County Administrative Center, 4080 Lemon Street, First Floor, Riverside, California 92501.

**2. ROLL CALL**

**Board Members/Alternates Present**

John Machisic  
Larry Dressel  
Shenna Moqet  
John Zaitz  
Eugene Montanez  
Robert Schiffner  
Charles White  
Kelly Seyarto  
Frank Hall  
Mark Yarbrough  
Dom Betro  
Bob Buster  
John Field  
Jeff Stone  
Darcy Kuenzi

**Board Members Absent**

Robin Lowe  
Dale Stubblefield  
Roy Wilson  
Chuck Washington

**3. PUBLIC COMMENTS**

There were no public comments.

**4. BOARD MEMBER ANNOUNCEMENTS**

There were no Board Member announcements.

## **5. ADDITIONS/REVISIONS**

Agenda Item 7.1, "*Consideration and Possible Approval of an Agreement between the Western Riverside County Regional Conservation Authority and the Regional Park and Open-Space District for Management of Lands*", was requested to be pulled from the Consent Calendar.

## **6. APPROVAL OF MINUTES**

***M/S/C (STONE/MACHISIC) to approve the minutes of September 12, 2005, November 7, 2005 and December 5, 2005, as presented.***

***Abstain: White***

## **7. CONSENT CALENDAR**

***M/S/C (SCHIFFNER/ZAITZ) to approve the following Consent Calendar item:***

### **7.2 Consideration and Possible Approval of the Expenditure of Funds to Purchase a CISCO Gigabit Network Switch**

***Authorize the expenditure of funds in the amount of \$8,600.00 to purchase a CISCO Gigabit Network Switch through the County and TLMA and make the necessary transfers between appropriation codes in the FY 2005-06 budget.***

### **7.1 Consideration and Possible Approval of an Agreement Between the Western Riverside County Regional Conservation Authority and the Regional Park and Open-Space District for Management of Lands**

Tom Mullen, Executive Director, briefed the Board Members on the need to approve the agreement with the Riverside County Regional Parks and Open Space District to provide day-to-day management of acquired MSHCP properties. The proposed agreement cost for the last quarter of FY 05-06, in an amount to exceed \$563,145.71 is included in the approved FY 05-06 budget.

Comments and clarification inquiries on various provisions of the agreement were posed by Board Members Shenna Moqet and Charles White.

Staff and Legal Counsel were directed to make appropriate changes to the agreement, as discussed and proposed by the Board.

***M/S/C (SCHIFFNER/MONTANEZ) to:***

- 1) Approve the reserve management services contract between the Western Riverside County Regional Conservation Authority and the Riverside County Regional Parks and Open Space District, as amended, in an amount not to exceed \$563,145.71 for the last quarter of FY 2005-06; and***
- 2) Authorize the Chairman to execute said agreement on behalf of the Authority.***

## **8. POLICY CALENDAR**

### **8.1 Election of Officers**

Tom Mullen proposed that the RCA mirror RCTC in that the county and city representatives alternate for the officer positions.

***M/S/C (ZAITZ/MONTANEZ) to nominate Jeff Stone for the Vice Chair position.***

***No other nominations for the Vice Chair position were received and Jeff Stone was unanimously elected as RCA's 2006 Vice Chair.***

***M/S/C (ZAITZ/MONTANEZ) to nominate Kelly Seyarto for the Chair position.***

***No other nominations for the Chair position were received and Kelly Seyarto was unanimously elected as RCA's 2006 Chair.***

## **9. INFORMATIONAL ITEMS**

### **9.1 Professional Services Agreement for Lobbyist Services**

Tom Mullen informed the Board of the agreement with David Kenneth to provide governmental relations services the RCA.

## **9.2 Requested Additional Information Concerning Survey Species**

Board Member Jeff Stone expressed his appreciation to staff for providing the information relative to the species for which site-specific surveys are required for development projects and requested that staff forward said information to the Building Industry Association.

## **10. ITEMS FOR NEXT MEETING**

There were no requests from the Board Members.

## **11. ADJOURNMENT**

There being no other business before the Board, Chairman Seyarto adjourned the meeting at 1:40 p.m. The next meeting of the Western Riverside County Regional Conservation Authority Board of Directors is scheduled to be held on Monday, February 6, 2006, at 1:00 p.m. at the County Administrative Center, Board Room, 4080 Lemon Street, Riverside, California 92501.

Respectfully submitted,

Honey Bernas  
Clerk of the Board

# **AGENDA ITEM 7.1**

***Regional Conservation Authority***

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE WESTERN  
RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY AND  
PATRICIA LOCK-DAWSON TO PROVIDE CONSULTING SERVICES**

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**Staff Contact:**

**Joe Richards, Deputy Executive Director  
(951) 955-2852**

**Background:**

The RCA has hired additional staff and contract employees to better meet the requirements of its member agencies and the MSHCP. As part of this effort, it has come to staff's attention that Patricia Lock-Dawson, a consultant with the County of Riverside, is interested in working with the RCA on a part-time contractual basis. Ms. Lock-Dawson has also been a consultant for the RCA in the past.

Ms. Lock-Dawson has extensive experience in grant work and has been employed by the County of Riverside as a consultant. During her years with the County of Riverside, Ms. Lock-Dawson has gained vast experience and knowledge in working on grants and various administrative duties. The RCA is in need of someone with Ms. Lock-Dawson's expertise in grant coordination and administrative services.

RCA Staff is requesting authorization to enter into a Professional Services Agreement with Patricia Lock-Dawson for a period from approval by the Board until June 30, 2006 on an as needed basis, at the rate of \$65.00 per hour and an amount not to exceed \$50,000.00. The Professional Services Agreement provides for automatic renewal of the contract for an additional 12 months, or until June 30, 2007, if the contract is not terminated prior to the original expiration date.

**Staff Recommendation:**

That the Board approve the Professional Services Agreement between the Western Riverside County Regional Conservation Authority and Patricia Lock-Dawson for Consulting Services and authorize the Chairman to execute said Agreement on behalf of the RCA.

**Attachment:**

Professional Services Agreement between the Western Riverside County Regional Conservation Authority and Patricia Lock-Dawson to Provide Consulting Services

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE  
WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY  
AND PATRICIA LOCK-DAWSON  
TO PROVIDE CONSULTING SERVICES**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this \_\_\_\_ day of February, 2006 by and between the Western Riverside County Regional Conservation Authority, a joint powers agency, with its principal place of business at 4080 Lemon Street, Twelfth Floor, Riverside, California 92501 and Patricia Lock-Dawson (“Consultant”), an individual with her principal place of business at 5060 Castile Way, Riverside, California, 92507-5912. The RCA and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

**2. RECITALS.**

2.1 RCA: Western Riverside County Regional Conservation Authority (the “RCA”) is a joint power authority created pursuant to the provisions of the California Government Code section 6500 with its principal place of business at 4080 Lemon Street, Twelfth Floor, Riverside, California 92501.

2.2 Consultant. Consultant desires to perform and assume responsibility for the provision of certain professional services required by the RCA on the terms and conditions set forth in this Agreement.

2.3 Project. The RCA desires to engage Consultant to render grant program coordination and other administrative services for the RCA as set forth in this Agreement.

**3. TERMS.**

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant shall assist in performing comprehensive grant coordination and other administrative services as directed by the RCA Deputy Executive Director as outlined and specified in Exhibit A (“Services”), attached hereto and by this reference incorporated herewith. Services shall include, but not be limited to, any duties and responsibilities assigned by the RCA Deputy Executive Director. Work products associated with other objectives shall be as determined by the RCA Deputy Executive Director. All Services shall be subject to, and performed in accordance with, this Agreement and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from the executed date in section 1 of this Agreement above through June 30, 2006, unless earlier terminated as provided herein. Unless terminated as provided herein, this Agreement will automatically renew for one twelve month period, or until June 30, 2007.

### 3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. The RCA retains Consultant on an independent contractor basis and not as an employee. An independent contractor is not an employee of the RCA and as such, not entitled to the protections and benefits provided to RCA employees.

3.2.2 Schedule of Services. Consultant shall provide her Services to the RCA on an as needed basis, within the term of this Agreement.

3.2.3 RCA's Representative. The RCA hereby designates the RCA Deputy Executive Director, or his or her designee, to act as its representative for the performance of this Agreement. All invoices for Consultant shall be submitted to the RCA. The RCA Deputy Executive Director shall be responsible for directing Consultant's activities pursuant to this Agreement. The RCA Deputy Executive Director shall have the power to act on behalf of the RCA for all purposes under this Agreement.

3.2.4 Coordination of Services. Consultant agrees to work closely with the RCA Deputy Executive Director and RCA staff in the performance of Services and shall be available to RCA's Deputy Executive Director, staff, consultants and other staff at all reasonable times.

3.2.5 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant shall perform, at her own cost and expense and without reimbursement from the RCA, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein.

### 3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rate of \$65.00 per hour. The total compensation shall not exceed fifty thousand dollars (\$50,000). If automatic renewal of the Agreement occurs as provided in Section 3.1.2, the total additional compensation for the twelve month period shall not exceed one hundred thousand dollars (\$100,000). Reimbursable expenses shall include those normally associated with the activities in support of grant coordination and other administrative services. Extra Work may be authorized, as described below; and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to the RCA a monthly statement for Services rendered by Consultant. Said compensation shall be paid in

accordance with an invoice submitted to the RCA by Consultant within fifteen (15) days from the last day of each calendar month, and the RCA shall, within forty-five (45) days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Extra Work. At any time during the term of this Agreement, RCA may request that Consultant perform Extra Work. As used herein, “Extra Work” means any work which is determined by RCA to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from RCA’s Representative.

### 3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all reimbursable expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the RCA during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 Insurance-Indemnification. Consultant shall indemnify and hold RCA, its respective directors, officers, agents, elected officials, employees and independent contractors free and harmless from any liability whatsoever, based or asserted upon any services of Consultant, her agents, employees, or subcontractors, arising out of or in any way relating to this Agreement, for property damage, bodily injury or death, or any other element of damage of any kind or nature whatsoever and resulting from any reason whatsoever arising from the performance of Consultant, her officers, agents, employees or subcontractors arising from this Agreement. Consultant shall defend at her sole expense, including but not limited to, attorney’s fees and costs, RCA, its respective directors, officers, agents, elected officials, employees and independent contractors, in any legal action or claim of any kind based upon such alleged acts or omission.

3.5.1 Without limiting Consultant’s indemnification, Consultant shall maintain in force at all times during the performance of this Agreement, insurance policies evidencing coverage during the entire term of the Agreement as follows:

3.5.1.1 Workers’ Compensation: If Contractor has employees as defined by the State of California, Contractor shall maintain Workers’ Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers’ Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. Policy shall be endorsed to waive subrogation in favor of RCA; and, if applicable, to provide a Borrowed Servant/Alternative Employer Endorsement.

3.5.1.2 Commercial General Liability: Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, completed operations, personal and advertising injury coverage claims which may arise from or out of Consultant’s performance of her obligations hereunder. Policy shall name RCA, its

respective directors, officers, elected officials, employees, agents or representatives as an Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

3.5.1.3 Vehicle Liability: If Consultant's vehicle(s) or mobile equipment are used in the performance of the obligations under this Agreement, Consultant shall maintain liability insurance for all owned, non-owned or hired vehicles in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name RCA, its respective directors, officers, elected officials, employees, agents or representatives as an Additional Insured.

3.5.1.4 Professional Liability: Consultant shall maintain Professional Liability Insurance providing coverage for performance of work included within this Agreement, with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Consultant's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement. Upon termination of this Agreement or the expiration or cancellation of the claims made insurance policy, Consultant shall purchase at her sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that Consultant has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

3.5.1.5 General Insurance Provisions – All lines:

(A) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A: VII (A: 8) unless such requirements are waived, in writing, by the RCA. If RCA waives a requirement for a particular insurer, such waiver is only valid for that specific insurer and only for one policy term.

(B) The Consultant's insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the RCA before the commencement of operations under this Agreement. Upon notification of deductibles or self insured retentions which are deemed unacceptable to the RCA, at the election of the RCA, Consultant's carriers shall either: 1) reduce or eliminate such deductibles or self-insured retentions as respects this Agreement with the RCA; or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.

(C) The Consultant shall cause her insurance carrier(s) to furnish the RCA with 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein; or, 2) if requested to do so orally or in writing by the RCA, provide original Certified copies of policies including all

Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) shall provide no less than thirty (30) days written notice be given to the RCA prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, this Agreement shall terminate forthwith, unless the RCA receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage and the insurance required herein is in full force and effect. Individual(s) authorized by the insurance carrier to do so in its behalf shall sign the original endorsements for each policy and the Certificate of Insurance. Consultant shall not commence operations until the RCA has been furnished original Certificate(s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section.

(D) It is understood and agreed by the parties hereto and the Consultant's insurance company(s) that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the RCA's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

(E) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services and performances of work, the RCA reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages required herein, if, in RCA's reasonable judgment, the amount or type of insurance carried by the Consultant has become inadequate.

(F) Consultant shall pass down the insurance obligations contained herein to all tiers of any sub-consultants working under this Agreement.

### 3.6 General Provisions.

#### 3.6.1 Termination of Agreement.

3.6.1.1 Grounds for Termination. Either Party may, by written notice to the other Party, terminate the whole or any part of this Agreement at any time and without cause by giving written notice of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to RCA, and Consultant shall be entitled to no further compensation.

3.6.1.2 Effect of Termination. If this Agreement is terminated as provided herein, the RCA may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

3.6.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, the RCA may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**RCA**

Western Riverside County  
Regional Conservation Authority  
4080 Lemon Street, 12th Floor  
Riverside, CA 92501  
Attn: Deputy Executive Director

**Consultant**

Patricia Lock-Dawson  
5060 Castile Way  
Riverside, CA 92507

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6.3 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.4 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.6.5 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

3.6.6 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

3.6.7 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.8 RCA's Right to Employ Other Consultants. The RCA reserves the right to employ other consultants in connection with this Project.

3.6.9 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the RCA. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.6.10 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not

work days. All references to Consultant include all personnel, employees, agents, and subcontractors of Consultant, except as otherwise specified in this Agreement. All references to the RCA include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.6.11 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.12 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.6.13 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.6.14 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.15 Prohibited Interests. Consultant maintains and warrants that she has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that she has not paid nor has she agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the RCA shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of the RCA, during the term of his or her service with the RCA, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom. Conflict of Interest. Consultant shall have no interest, and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this Agreement.

3.6.16 Nondiscrimination. Consultant represents that she is an equal opportunity employer and she shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, physical condition, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination.

3.6.17 Eligibility: Services and benefits shall be provided by Consultant to Individuals without reference to their religion, color, sex, national origin, age or physical or mental handicap.

3.6.18 Confidentiality. Consultant shall observe all Federal, State and County regulations concerning confidentiality of records. Consultant shall refer all requests for information to RCA.

3.6.19 Work Product. All reports, preliminary findings, or data assembled or compiled by Consultant under this Agreement become the property of the RCA. The RCA reserved the right to authorize others to use or reproduce such materials. Therefore, such materials shall not be circulated in whole or in part, nor released to the public, without the direct authorization of the Deputy Executive Director or an authorized designee.

3.6.20 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

**RCA**

**PATRICIA LOCK-DAWSON**

By: \_\_\_\_\_  
Kelly Seyarto, Chairman  
RCA Board of Directors

By: \_\_\_\_\_  
Patricia Lock-Dawson  
Consultant

ATTEST:

Approved as to form:

\_\_\_\_\_  
Honey Bernas, Clerk of the Board

\_\_\_\_\_  
RCA General Counsel  
Best Best & Krieger LLP

## **Exhibit A**

### **Scope of Work Patricia Lock-Dawson, Consultant**

January 9, 2006

**General Objectives:** Assist Regional Conservation Authority of Western Riverside County coordinating grants program.

**Period of Contract:** February 1, 2006 through June 30, 2006.

**Description of Work to Be Performed:** Under direction of Deputy Executive Director, oversee and coordinate grant program as it relates to land acquisition in support of the Western Riverside County Multiple Species Habitat Conservation Plan. Responsibilities include: Identify grant and funding opportunities. Prepare grant applications and funding requests as directed and otherwise endeavor to secure funding for projects through other possible means. Coordinate with key RCA staff to assist in preparation of materials (e.g., maps, real property information.) Make appropriate contacts with federal and state elected officials and other key entities; schedule and conduct meetings among affected parties; develop agendas and follow up on action items from meetings when appropriate. Conduct legislative analysis and track relevant legislation to identify funding opportunities and position RCA for successful access of funds. Duties may also include coordinating and participating in activities associated with various RCA committees as related to grants and land acquisition including preparing staff reports, gathering data, scheduling meetings, making presentations to RCA Board and subcommittees, and providing other general support. Additional duties may include prioritizing, scheduling and coordinating staffing and allocating resources for project completion; attending meetings; representing Deputy Executive Director when necessary; preparing and giving presentations. Performs other duties as assigned.

#### **Accountability and Reporting:**

Progress will be reviewed in regular meetings (estimated to be bi-weekly or as needed) with Deputy Executive Director who will identify issues or problems as they arise and apprise consultant. Consultant will identify measures to address issues and take actions to correct problems.

#### **Compensation, time commitments and covered expenses:**

Work is expected to be performed approximately 40-50 hours per pay period for an estimated total of 500-600 hours over the life of the contract. Contract is not to exceed \$50,000. Reimbursable expenses shall include mileage at the current rate authorized by law pursuant to IRS guidelines, postage (including express mail services), messenger services, and long distance telephone charges.

# **AGENDA ITEM 7.2**

***Regional Conservation Authority***

**INTRODUCTION OF RESOLUTION NO. 06-01  
AMENDMENT TO BYLAWS REGARDING ALTERNATING CHAIRPERSON  
AND VICE CHAIRPERSON BETWEEN CITY AND COUNTY**

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**Staff Contact:**

**Best Best & Krieger, Legal Counsel  
(951) 686-1450**

**Background:**

Per the Board's direction at their January 9, 2006 meeting, attached is an amendment to the bylaws that requires that the Chairmanship and Vice Chairmanship of the RCA Board of Directors be alternated between the City and County.

Because this is a bylaws amendment, notice must be provided to each of the regular members of the Authority at least four weeks prior to the Board's adoption of this amendment. The bylaws allow notice to be provided to each of the member agencies by placing a draft resolution on the Board's meeting agenda, as has been done by this item. Thus, the changes may be approved at the Authority's March Board meeting.

**Staff Recommendation:**

That the Board review Draft Resolution No. 06-01 and schedule for approval at the Authority's March Board meeting.

**Attachment:**

Draft Resolution No. 06-01

**DRAFT**

**RESOLUTION NO. 06-01**

**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**, the Authority has adopted bylaws; 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 bylaws as follows:

Article VI, Section A, of the bylaws is hereby amended to read as follows (new language underlined in red font):

A. ELECTIONS. The Board shall select a Chairperson and a Vice Chairperson at its meeting every December starting in 2005 or as soon thereafter as practical. The Chairperson and Vice Chairperson shall annually alternate between a regular member of the Board representing a City and a regular member of the Board who is a member of the Board of Supervisors. The term of the Chairperson and Vice Chairperson shall commence on the first day of the month following the selection, unless otherwise determined by the Board.

PASSED AND ADOPTED at the regular meeting of the Board of Directors at the Western Riverside County Regional Conservation Authority held this \_\_\_\_ day of \_\_\_\_\_, 2006.

By: \_\_\_\_\_  
Kelly Seyarto, Chairman  
Western Riverside County  
Regional Conservation Authority

ATTEST:

By: \_\_\_\_\_  
Honey Bernas, Clerk of the Board  
Western Riverside County  
Regional Conservation Authority