

Regional Conservation Authority

AMENDMENT TO JOINT POWERS AGREEMENT

Staff Contact:

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

Background:

At its October 1, 2007 meeting, the RCA Board endorsed an amendment to the RCA Joint Powers Agreement modifying the appointment procedures for board of supervisor alternates and the governing authority for the JPA.

Subsequent to that board meeting, staff and legal counsel have discussed additional changes to the Joint Powers Agreement.

The changes currently under discussion would allow the RCA to issue promissory notes for the purchase of real property. These promissory notes would permit the agency to pay for property over time, typically within five years in much the same way as a seller in a private transaction would take back a deed of trust to secure a portion of the sales proceeds.

In order for a joint powers agency to finance purchases over time, it is necessary that the Joint Powers Agreement specifically reference the "Marks-Roos Local Bond Pooling Act of 1985 (Government Code Section 6584, *et seq.*)" and specifically authorize the agency to finance the acquisition of property under the Act.

In order to avoid requesting our members to take multiple JPA amendments to their boards in a short period of time, staff is recommending that the financing authority be incorporated into the previous JPA amendment endorsed by the board at last month's meeting.

Staff Recommendation:

That the RCA Board of Directors direct staff to forward the proposed Joint Powers Agreement Amendment, as discussed herein, to the RCA member agencies for their adoption.

Attachment:

RCA Amendment to the Joint Powers Agreement

AGENDA ITEM NO. 8.1

Attachment 1 Amendment No. 2 to Joint Powers Agreement

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

This Amendment No. 2 dated _____, 2007, is made by and between the COUNTY OF RIVERSIDE, hereinafter sometimes referred to as “County,” and the Cities of BANNING, BEAUMONT, CALIMESA, CANYON LAKE, CORONA, HEMET, LAKE ELSINORE, MORENO VALLEY, MURRIETA, NORCO, PERRIS, RIVERSIDE, SAN JACINTO and TEMECULA, hereinafter sometimes referred to as “Cities.”

RECITALS

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

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

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

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

Section 1. Revision to Powers of Agreement.

(a) Revision to Section 1 of Agreement. The following language is added to the end of Section 1 of the Agreement:

“Additionally, this Agreement shall permit the financing of public capital improvements and those purposes permitted under the Marks-Roos Local Bond Pooling

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3750 UNIVERSITY AVENUE
P.O. BOX 1028
RIVERSIDE, CALIFORNIA 92502

1 Act of 1985, being Article 4 (commencing with Section 6584) of Chapter 5, Division 7,
2 Title 1 of the California Government Code (the “Bond Law”).”

3 (b) Revision to Section 2 of Agreement. The first sentence of Section 2 of the
4 Agreement is hereby amended as follows:

5 “Pursuant to the Act and the Bond Law, there is hereby created a public agency to
6 be known as the “Western Riverside County Regional Conservation Authority”
7 hereinafter referred to as the “RCA”.”

8 (c) Amendments to Section 3.

9 A. Section 3.O is hereby amended by inserting as the first sentence the
10 following:

11 “O. To exercise the powers granted to it under the Act, including, but
12 not limited to, the Bond Law and the powers common to each member, as may be
13 necessary to accomplish the purposes of this Agreement.”

14 B. Section 3.P is added to read as follows:

15 “P. To invest money in the treasury pursuant to Section 6505.5 of the
16 Act that is not required for the immediate necessities of the Authority, as the Authority
17 determines is advisable, in the same manner and upon the same conditions as local
18 agencies, pursuant to Section 53601 of the California Government Code.”

19 **Section 2. Revised Agreement Section 6 Regarding RCA Board and**
20 **Membership.** Section 6 of the Agreement is amended to read as follows:

21 “This Agreement and the authority hereby created shall be administered by the governing
22 body of the RCA which shall be known as the “Board of the Western Riverside County Regional
23 Conservation Authority” hereinafter referred to as the “Board.”

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

28 Each member of the Riverside County Board of Supervisors may appoint an alternate

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

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

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

23 **Section 3. Revised Agreement Section 17 Regarding Rules and Governing Law.**

24 Section 17 of the Agreement is amended to read as follows:
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BEST BEST & KRIEGER LLP
3750 UNIVERSITY AVENUE
P.O. BOX 1028
RIVERSIDE, CALIFORNIA 92502

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“This Agreement shall be construed and enforced in accordance with the laws of the State of California. The Act, the Bond Law, and the laws of the State of California applicable to a general law city shall govern the RCA in the manner of exercising its powers, subject, however, to such restrictions as are applicable to said city in the manner of exercising such powers, as required by Government Code section 6509. The Board, at its first meeting or as soon thereafter as may be possible, shall adopt such rules and regulations as the Board may deem necessary for the conduct of the RCA’s affairs. Among these rules shall be a conflict of interest code and a purchasing ordinance. The Board may, as it deems appropriate, review and revise these rules and regulations.”

Section 4. Other Provisions to Remain in Effect. Except as set forth herein, all provisions of the Agreement shall remain in full force and effect, and shall govern the actions of the parties hereto and the amended provisions set forth in this Amendment.

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

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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

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

1 Dated: _____

CITY OF LAKE ELSINORE

2 Attest:

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By: _____

4 City Clerk

Mayor

5

6 Dated: _____

CITY OF MORENO VALLEY

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By: _____

9 City Clerk

Mayor

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CITY OF MURRIETA

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By: _____

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Mayor

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CITY OF NORCO

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By: _____

18 City Clerk

Mayor

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20 Dated: _____

CITY OF PERRIS

21 Attest:

22 _____

By: _____

23 City Clerk

Mayor

24

25 Dated: _____

CITY OF RIVERSIDE

26 Attest:

27 _____

By: _____

28 City Clerk

Mayor

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BEST BEST & KRIEGER LLP
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P.O. BOX 1028
RIVERSIDE, CALIFORNIA 92502

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Dated: _____

CITY OF SAN JACINTO

Attest:

City Clerk

By: _____
Mayor

Dated: _____

CITY OF TEMECULA

Attest:

City Clerk

By: _____
Mayor

Dated: _____

COUNTY OF RIVERSIDE

Attest:

By: _____
Chairman, Board of Supervisors