

*Regional Conservation Authority***AMENDMENTS TO THE JOINT POWERS AGREEMENT,
THE IMPLEMENTING AGREEMENT, AND THE BYLAWS TO ADD
THE CITIES OF MENIFEE AND WILDOMAR TO THE WESTERN
RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY****Staff Contact:****Best, Best & Krieger, LLP
(951) 686-1450****Background:**

The Cities of Wildomar and Menifee seek to join the Western Riverside County Regional Conservation Authority ("RCA"). The following procedure needs to be utilized in order to add Menifee and Wildomar as members of the RCA. First, the Joint Powers Agreement needs to be amended to add Menifee and Wildomar. Second, the RCA bylaws will need to be amended to update the acreages for each new City in the weighted voting section. In addition, the method used to calculate the weighted voting section has been changed to reflect a more objective measurement (i.e., the number of acres of the Criteria Area in each of the incorporated areas, as opposed to the number of acres within the Criteria Area *anticipated to be conserved* in each of the incorporated areas). Third, the RCA, Menifee, Wildomar, and the Wildlife Agencies will need to execute an amendment to the Implementing Agreement. Menifee and Wildomar are also taking their own separate actions to become part of the RCA. While these actions will not be completed by the time of the Executive Committee meeting, the cities have informed us that they hope to accomplish their actions by the February 2, 2009 RCA Board Meeting.

Staff Recommendation:

That the Executive Committee:

- 1) Recommend that the RCA Board of Directors approve and direct staff to send the *Amendment No. 3 to the Joint Exercise of Powers Agreement Creating the Western Riverside County Regional Conservation Authority* to the member agencies for execution;
- 2) Recommend that the RCA Board of Directors introduce *Resolution No. 09-001, Resolution of the Board of Directors of the Western Riverside County Regional Conservation Authority Amending the Weighted Voting Section of Its Bylaws to add the Cities of Menifee and Wildomar*, and direct staff to agendize for adoption at the next regularly scheduled meeting of the RCA Board of Directors; and
- 3) Recommend that the RCA Board of Directors execute the *First Amendment to the Implementing Agreement for the Western Riverside County Multiple Species Habitat Conservation Plan/Natural Community Conservation Plan*

Attachments:

1. *Amendment No. 3 to Joint Exercise of Powers Agreement Creating the Western Riverside County Regional Conservation Authority*
2. *Resolution No. 09-001, Resolution of the Board of Directors of the Western Riverside County Regional Conservation Authority Amending the Weighted Voting Section of Its Bylaws to Add The Cities of Wildomar and Menifee*
3. *First Amendment to the Implementing Agreement for the Western Riverside County Multiple Species Habitat Conservation Plan/Natural Community Conservation Plan*
4. *Amended Bylaws*

AGENDA ITEM NO. 8

Attachment 1 Amendment No. 3 to Joint Exercise of Powers Agreement Creating the WRCRCA

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

1 **AMENDMENT NO. 3 TO JOINT EXERCISE OF POWERS AGREEMENT CREATING**
2 **THE WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY**

3
4 This Amendment dated _____, 2009 ("Third Amendment"), is made by
5 and between the COUNTY OF RIVERSIDE, the Cities of BANNING, BEAUMONT,
6 CALIMESA, CANYON LAKE, CORONA, HEMET, LAKE ELSINORE, MORENO
7 VALLEY, MURRIETA, NORCO, PERRIS, RIVERSIDE, SAN JACINTO, TEMECULA,
8 hereinafter sometimes referred to collectively as the "Parties", and the CITY OF
9 MENIFEE and the CITY OF WILDOMAR.

10 **RECITALS**

11 WHEREAS, the Parties, and each of them, have executed a Joint Exercise of
12 Powers Agreement Creating the Western Riverside County Regional Conservation
13 Authority ("Agreement"); and

14 WHEREAS, section 5(C) of the Agreement states that the Agreement may be
15 amended to add new parties provided there is mutual consent by the governing bodies
16 of each of the Parties to the Agreement; and

17 WHEREAS, the Parties and the City of Menifee desire that City of Menifee
18 become a member of the Western Riverside Regional Conservation Authority ("RCA").

19 WHEREAS, the Parties and the City of Wildomar desire that City of Wildomar
20 become a member of the Western Riverside Regional Conservation Authority ("RCA").

21
22 NOW, THEREFORE, for and in consideration of the mutual covenants and
23 conditions hereinafter stated, the Parties, the City of Menifee and the City of Wildomar
24 agree as follows:

25
26 **Section 1A. Add City of Menifee.** The City of Menifee agrees to the terms and
27 conditions of the Agreement hereto and by this reference incorporated herein as Exhibit
28

1 “A” and any previous amendments thereto. The City of Menifee shall become a member
2 of the RCA upon the Effective Date as defined in section 5 of this Third Amendment.

3
4 **Section 1B. Add City of Wildomar.** The City of Wildomar agrees to the terms
5 and conditions of the Agreement hereto (Exhibit “A”) and any previous amendments
6 thereto. The City of Wildomar shall become a member of the RCA upon the Effective
7 Date as defined in section 5 of this Third Amendment.

8
9 **Section 2. Revise the first sentence of Section 7(C)(III) of the Agreement**
10 **regarding Quorum and Voting as follows.** “The item shall be approved by Board
11 members present at the meeting who represent Cities representing a majority of an
12 equal combination of 1) the population of the county living in incorporated areas within
13 the boundaries of the MSHCP Plan area, and 2) the number of acres currently within the
14 Criteria Area in the incorporated areas as follows: Banning – 78 acres; Beaumont –
15 10,098 acres; Calimesa – 3,380 acres; Canyon Lake – 303 acres; Corona – 2,315 acres;
16 Hemet – 1,158 acres; Lake Elsinore – 13,917 acres; Menifee – 249 acres; Moreno
17 Valley – 2,325 acres; Murrieta – 8,722 acres; Norco – 681 acres; Perris – 3,181 acres;
18 Riverside – 1,201 acres; San Jacinto – 4,224 acres; Temecula – 3,903 acres; and
19 Wildomar – 4,152 acres.”

20
21 **Section 3. Revise Section 24 of the Agreement to add Notice address for**
22 **City of Menifee and the City of Wildomar.**

23 Q. City of Menifee
24 City Manager
25 29683 New Hub Drive, Suite C
26 Menifee, CA 92586
27 (951) 672-6777
28

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

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

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 Third Amendment.

Section 5. Effective Date. This Third Amendment shall become effective on the date that execution of this Third Amendment is authorized by all of the governing bodies of each party to the Agreement.

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

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

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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 HEMET

Attest:

City Clerk

By: _____
Mayor

Dated: _____

CITY OF LAKE ELSINORE

Attest:

City Clerk

By: _____
Mayor

Dated: _____

CITY OF MENIFEE

Attest:

City Clerk

By: _____
Mayor

Dated: _____

CITY OF MORENO VALLEY

Attest:

City Clerk

By: _____
Mayor

1 Dated: _____

CITY OF MURRIETA

2 Attest:

3 _____

By: _____

4 City Clerk

Mayor

5 Dated: _____

CITY OF NORCO

6 Attest:

7 _____

By: _____

8 City Clerk

Mayor

9 Dated: _____

CITY OF PERRIS

10 Attest:

11 _____

By: _____

12 City Clerk

Mayor

13 Dated: _____

CITY OF RIVERSIDE

14 Attest:

15 _____

By: _____

16 City Clerk

Mayor

17 Dated: _____

CITY OF SAN JACINTO

18 Attest:

19 _____

By: _____

20 City Clerk

Mayor

21 Dated: _____

CITY OF TEMECULA

22 Attest:

23 _____

By: _____

24 City Clerk

Mayor

25 Dated: _____

CITY OF WILDOMAR

26 Attest:

27 _____

By: _____

28 City Clerk

Mayor

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

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Dated: _____

COUNTY OF RIVERSIDE

Attest:

By: _____
Chairman, Board of Supervisors

AGENDA ITEM NO. 8

**Attachment 2
Resolution No. 09-001
Resolution of the
Board of Directors of the
WRCRCA Amending the
Weighted Voting Section of
Its Bylaws to Add the
Cities of Menifee and Wildomar**

RESOLUTION NO. 09-001

**RESOLUTION OF THE BOARD OF DIRECTORS OF
THE WESTERN RIVERSIDE COUNTY REGIONAL
CONSERVATION AUTHORITY AMENDING THE WEIGHTED
VOTING SECTION OF ITS BYLAWS TO ADD THE
CITIES OF MENIFEE AND WILDOMAR**

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 presented to its members an amendment to the Agreement which adds the Cities of Menifee and Wildomar as parties to the Agreement; and

WHEREAS, the Authority has adopted Bylaws and the Authority has determined that it is necessary at this time to revise the Authority’s Bylaws to amend the manner in which weighted voting is calculated due to the addition of the Cities of Menifee and Wildomar as parties to the Agreement; and

WHEREAS, notice of this change to the Bylaws has been provided as required in the Bylaws; and

WHEREAS, this Bylaw revision shall be effective only upon the approval of the Joint Powers Amendment described above.

NOW, THEREFORE, BE IT RESOLVED the Western Riverside County Regional Conservation Authority hereby resolves to amend its Bylaws as follows:

1. Article V, Section B, Section 3 of the RCA Bylaws are amended to read as follows:

“3. the item shall be approved by Board members present at the meeting who represent Cities representing a majority of an equal combination of 1) the population of the county living in incorporated areas within the boundaries of the MSHCP Plan area, and 2) the number of acres currently within the Criteria Area in the incorporated areas as follows: Banning – 78 acres; Beaumont – 10,098 acres; Calimesa – 3,380 acres; Canyon Lake – 303 acres; Corona – 2,315 acres; Hemet – 1,158 acres; Lake Elsinore – 13,917 acres; Menifee – 249 acres; Moreno Valley – 2,325 acres; Murrieta – 8,722 acres; Norco – 681 acres; Perris – 3,181 acres; Riverside – 1,201 acres; San Jacinto – 4,224 acres; Temecula – 3,903 acres; and Wildomar – 4,152 acres.”

2. The remainder of Article V, Section B, Section 3 is to remain unchanged.
3. This Amendment shall be effective upon the approval of this Resolution by the Board of Directors and upon the approval of the Joint Powers Amendment described above.

PASSED AND ADOPTED at the regular meeting of the Board of Directors at the Western Riverside County Regional Conservation Authority held this 2nd day of February, 2009.

By: _____
Bob Buster, Chairperson
Western Riverside County
Regional Conservation Authority

ATTEST:

By: _____
Honey Bernas, Clerk
Western Riverside County
Regional Conservation Authority

AGENDA ITEM NO. 8

Attachment 3 First Amendment to the Implementing Agreement

FIRST AMENDMENT TO THE IMPLEMENTING AGREEMENT

for the

WESTERN RIVERSIDE COUNTY MULTIPLE SPECIES
HABITAT CONSERVATION PLAN/NATURAL
COMMUNITY CONSERVATION PLAN

by and between

CITY OF MENIFEE, CITY OF WILDOMAR, WESTERN RIVERSIDE COUNTY
REGIONAL CONSERVATION AUTHORITY, UNITED STATES FISH AND WILDLIFE
SERVICE AND CALIFORNIA DEPARTMENT OF FISH AND GAME

1.0 PARTIES

This First Amendment to the Implementing Agreement (“Amended Agreement”), made and entered into as of this _____ day of _____, 2009, by and among the City of Menifee and City of Wildomar (together with their successors and assigns, the “Permittees”), the Western Riverside County Regional Conservation Authority, the United States Fish and Wildlife Service, and the California Department of Fish and Game (all, collectively, the “Parties”), defines the Parties’ roles and responsibilities and provides a common understanding of the actions that will be undertaken to implement the Western Riverside County Multiple Species Habitat Conservation Plan/Natural Community Conservation Plan (“MSHCP” or “Plan”). The United States Fish and Wildlife Service and the California Department of Fish and Game may be referred to collectively herein as the “Wildlife Agencies.”

2.0 RECITALS

This Amended Agreement is entered into with regard to the following facts:

WHEREAS, an Implement Agreement (“Agreement”) was entered into by and between Western Riverside County Regional Conservation Authority, County of Riverside, Riverside County Flood Control and Water Conservation District, Riverside County Regional Parks and Open Space District, Riverside County Waste Management District, Riverside County Transportation Commission, City of Banning, City of Beaumont, City of Calimesa, City of Canyon Lake, City of Corona, City of Hemet, City of Lake Elsinore, City of Moreno Valley, City of Murrieta, City of Norco, City of Perris, City of Riverside, City of San Jacinto, City of Temecula, California Department of Transportation, California Department of Parks And Recreation, United States Fish and Wildlife Service and California Department of Fish and Game and became effective on June 22, 2004; and

WHEREAS, on October 1, 2008, the City of Menifee became a California municipal corporation located within western Riverside County; and

WHEREAS, on July 1, 2008, the City of Wildomar became a California municipal corporation located within western Riverside County; and

WHEREAS, the Western Riverside County Regional Conservation Authority (“Regional Conservation Authority”) is a public agency and a joint powers authority, created pursuant to the provisions of the California Government Code section 6500; and

WHEREAS, the California Department of Fish and Game (“CDFG”) is a department of the California Resources Agency with jurisdiction over the conservation, protection, restoration, enhancement and management of fish, wildlife, native plants and habitat necessary for biologically sustainable populations of those species under the California Endangered Species Act (California Fish and Game Code §§ 2050 et seq.) (“CESA”), the California Native Plant Protection Act (California Fish and Game Code §§ 1900 et seq.), the California Natural Community Conservation Planning Act (“NCCP Act”) (California Fish and Game Code §§ 2800 et seq.) and other relevant state laws; and

WHEREAS, the United States Fish and Wildlife Service (“USFWS”) is an agency of the United States Department of the Interior and has jurisdiction over the conservation, protection, restoration, enhancement and management of fish, wildlife, native plants and habitat necessary for biologically sustainable populations of those species to the extent set forth in the Federal Endangered Species Act (16 U.S.C. §§ 1531 et seq.) (“FESA”) and other relevant federal laws; and

WHEREAS, the Parties desire Permittees to implement the MSHCP.

AGREEMENT

THEREFORE, the Parties do hereby understand and agree as follows:

3.0 INCORPORATION OF THE AGREEMENT

The Agreement and each of its provisions are intended to be, and by this reference are, incorporated herein.

4.0 CITY OF MENIFEE

The City of Menifee agrees to the terms and conditions of the Agreement set forth in section 3.0 above.

5.0 CITY OF WILDOMAR

The City of Wildomar agrees to the terms and conditions of the Agreement set forth in section 3.0 above.

6.0 AGREEMENT PROVISIONS AMENDED

The following provisions of the Agreement are amended as set forth below:

3.21 “Cities” means collectively the cities of Banning, Beaumont, Calimesa, Canyon Lake, Corona, Hemet, Lake Elsinore, Menifee, Moreno Valley, Murrieta, Norco, Perris, Riverside, San Jacinto, Temecula, and Wildomar.

27.4 Notices. Any notice permitted or required by this Agreement shall be in writing, delivered personally, by overnight mail, or by United States mail, certified and postage prepaid, return receipt requested to the persons listed below and addressed as follows, or at such other address as any Party may from time to time specify to the other Parties in writing. Notices may be delivered by facsimile or other electronic means, provided that they are also delivered personally or by overnight or certified mail. Notices shall be transmitted so that they are received within the specified deadlines. Notice delivered via certified mail, return receipt requested, shall be deemed given five (5) days after deposit in the United States mail. Notices delivered personally shall be deemed given on the date they are delivered. Notices delivered via overnight delivery shall be deemed given on the next business day after deposit with the overnight mail delivery service. The RCA shall maintain a list of individuals responsible for ensuring Plan compliance for each of the Parties, which may change. The following are the individuals currently responsible for ensuring Plan compliance:

City Manager City of Menifee 29683 New Hub Drive, Suite C Menifee, CA 92586 Telephone: 951-672-6777	City Manager City of Wildomar 23738 Clinton Keith Rd Wildomar, CA 92595 Telephone: 951-677-7751
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In addition to the above list, the following individuals will also be provided all notices as set forth in this section:

Mayor City of Menifee 29683 New Hub Drive, Suite C Menifee, CA 92586 Telephone: 951-672-6777	Mayor City of Wildomar 23738 Clinton Keith Rd. Wildomar, CA 92595 Telephone: 951-677-7751
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7.0 OTHER PROVISIONS TO REMAIN IN EFFECT

Except for the amended provisions as set forth herein, all other provisions of the Agreement shall remain in full force and effect, and shall govern the action of the parties hereto.

8.0 EFFECTIVE DATE

This Amended Agreement shall become effective on the date that is executed by all of the Parties.

IN WITNESS WHEREOF, THE PARTIES HERETO have executed this Implementing Agreement to be in effect as of the date last signed below.

Dated: _____

UNITED STATES FISH AND WILDLIFE SERVICE

Deputy Manager
United States Fish and Wildlife Service
California/Nevada Operations Office
Sacramento, California

Dated: _____

CALIFORNIA DEPARTMENT OF FISH AND GAME

Deputy Director
Habitat Conservation Division
California Department of Fish and Game
Sacramento, California

Dated: _____

CALIFORNIA DEPARTMENT OF FISH AND GAME

Regional Manager
Inland Region
California Department of Fish and Game
Long Beach, California

Dated: _____

**WESTERN RIVERSIDE COUNTY
REGIONAL CONSERVATION AUTHORITY**

Attest:

Clerk of the Board

Chairman of the Board of Directors
Western Riverside County Regional Conservation
Authority
Riverside, California

Dated: _____

CITY OF MENIFEE

Attest:

City Clerk

Mayor
City of Menifee
Menifee, California

Dated: _____

CITY OF WILDOMAR

Attest:

City Clerk

Mayor
City of Wildomar
Wildomar, California

AGENDA ITEM NO. 8

Attachment 4

Amending Bylaws to Add the Cities of Menifee and Wildomar

WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY

BYLAWS

ARTICLE I – NAME AND AUTHORIZATION

- A. **NAME.** The name of this agency shall be the Western Riverside County Regional Conservation Authority, hereinafter known as the Authority.
- B. **AUTHORIZATION.** The County of Riverside (“County”) and the Cities of Banning, Beaumont, Calimesa, Canyon Lake, Corona, Hemet, Lake Elsinore, Moreno Valley, Murrieta, Norco, Perris, Riverside, San Jacinto and Temecula, by that Joint Exercise of Powers Agreement dated as of January 27, 2004 (“Agreement”) created the Authority for the purpose of acquiring, administering, operating and maintaining land and facilities for ecosystem conservation and habitat reserves for certain rare, threatened and endangered species covered by the Western Riverside County Multiple Species Habitat Conservation Plan (“MSHCP”).

ARTICLE II – PURPOSE, DUTIES & POWERS

- A. **PURPOSE.** The Authority shall acquire, administer, operate and maintain land and facilities to establish habitat reserves for the conservation and protection of species covered by the MSHCP and to implement the MSHCP after the MSHCP is approved by the County and Cities and appropriate permits are issued by the U.S. Fish and Wildlife Service and the California Department of Fish and Game.
- B. **DUTIES AND POWERS.** Duties and Powers of this Authority are set forth in local, state and federal law and the Agreement, as may be amended from time to time. These duties and authorization include, but are not limited to, the following:
 - 1. To make and enter into contracts;
 - 2. To employ agents, consultants, attorneys and employees;
 - 3. To acquire property, and any interest in property, both real and personal by purchase, gift, option, grant, bequest, devise or otherwise, and hold and dispose of such property;

4. To conduct and direct studies and to develop and implement plans to complement, modify or supplement the MSHCP;
5. To incur debts, liabilities, and obligations;
6. To sue and be sued in its own name;
7. To employ reserve managers and other personnel to operate, maintain, and administer the habitat reserves established through implementation of the MSHCP;
8. To be an applicant, make applications for, and receive grants from governmental and private entities and to participate in State bond issues;
9. To prepare project reports and applications, to qualify for grants, and to enter into grant contracts and to do all other things necessary to comply with State and Federal laws and regulations with respect to grants;
10. To borrow or receive advances of funds from its members or from such other sources as may be permitted by law;
11. To contract with its members and other entities who operate or will operate the habitat reserves established through implementation of the MSHCP;
12. To issue bonds, notes, warrants and other evidences of indebtedness to finance costs and expenses to carry out the powers of the Authority;
13. To acquire, hold, and dispose of equipment;
14. To lobby state and federal governments and their officials as well as private entities to obtain funding for implementation of the MSHCP and employ individuals or entities to conduct such lobbying activities on its behalf; and
15. To exercise all other powers common to the members not specifically mentioned above which may be necessary to carry out the purposes of this Agreement.

ARTICLE III – MEMBERSHIP

- A. **REGULAR MEMBERS.** The regular members of the Board shall be the five members of the Riverside County Board of Supervisors and one member from each incorporated city who is signatory to the Agreement.

Written notification of the appointment of a City representative shall be provided to the Chairperson of the Board.

B. ALTERNATE MEMBERS:

1. Each member of the Riverside County Board of Supervisors may appoint an alternate member to the Board of the Authority and each City may appoint one alternate member to the Board of the Authority.
2. Each regular member and alternate member of a City must hold an elective office on the respective governing body appointing the regular or alternate member.
3. The Board of Supervisors (“BOS”) may appoint a city council member of a member city to represent the member as an alternate at meetings of the RCA Board or committees. Notice of the alternate appointment shall be made in writing to the chairperson of the RCA Board. In no event shall the same person serve as a city representative and alternate for a BOS member at the same meeting.
4. In the absence of a regular member, the alternate member shall, if present, participate in a meeting of the Board or committee the same as if the alternate member were the regular member.

ARTICLE IV – TERM, VACANCIES AND COMPENSATION

- A. **TERM.** Regular members and alternate members shall serve on the Board during the term for which they were appointed or until their successor has been appointed or their appointment has been revoked, whichever is earlier. However, a regular or alternate member’s position on the Board shall automatically terminate if and when the term of the elected public office of such regular or alternate member is terminated.
- B. **VACANCIES.** Any vacancy in the office of regular or alternate member, whether because of death, incapacity, resignation, loss of underlying office, removal or otherwise, shall be filled by the appointing authority for such member. When a vacancy occurs, it shall be the duty of the respective Party having the vacancy to promptly inform the Board of the name of the replacement regular or alternate member.
- C. **RESIGNATION.** Any regular or alternate member may resign at any time by giving written notice of such resignation to the Authority’s Executive Director. Such resignation shall be effective at the time specified; acceptance of such resignation shall not be necessary to make it effective.

- D. REMOVAL. Any regular or alternate member may be removed, with or without cause stated, by the authority responsible for his or her appointment.
- E. COMPENSATION. Unless prohibited by law from accepting compensation, each regular and alternate member (when performing the duties of a regular member) of the Authority shall be compensated at the rate of One Hundred Dollars (\$100) for any day attending to the business of the Authority, but not to exceed Four Hundred Dollars (\$400) in any month, along with necessary traveling and personal expenses incurred in the performance of his or her duties as authorized by the Authority.

ARTICLE V – VOTING

- A. QUORUM. A majority of the members of the Board shall constitute a quorum for the transaction of business and all official acts of the Board shall require the affirmative vote of a majority of the members of the Board. Each regular member or alternate member acting in the place of a regular member shall have one vote at meetings of the Board. However, any member of the Board, immediately after a vote of the Board and prior to the start of the next item on the agenda may call for a weighted vote.
- B. WEIGHTED VOTING. For an item to be passed by weighted vote, all of the following requirements shall be met:
 - 1. the item shall be approved by a majority of the Board members present at the meeting who represent the Riverside County Board of Supervisors, who each shall have one vote;
 - 2. the item shall be approved by a majority of the Board members present at the meeting who represent Cities, who each shall have one vote; and
 - 3. the item shall be approved by Board members present at the meeting who represent Cities representing a majority of an equal combination of 1) the population of the county living in incorporated areas within the boundaries of the MSHCP Plan area, and 2) the number of acres currently within the Criteria Area in the incorporated areas as follows: Banning – 78 acres; Beaumont – 10,098 acres; Calimesa – 3,380 acres; Canyon Lake – 303 acres; Corona – 2,315 acres; Hemet – 1,158 acres; Lake Elsinore – 13,917 acres; Menifee – 249 acres; Moreno Valley – 2,325 acres; Murrieta – 8,722 acres; Norco – 681 acres; Perris – 3,181 acres; Riverside – 1,201 acres; San Jacinto – 4,224 acres; and Temecula – 3,903 acres; and Wildomar – 4,152 acres. For purposes of this paragraph, each regular Board member of the meeting who represents a City shall be

assigned votes based on the percentage of the population of incorporated areas within the boundaries of the MSHCP Plan area represented by that member in relation to the total population of incorporated areas within the boundaries of the MSHCP Plan area as well as the percentage of the acreage anticipated to be conserved within the Criteria Area subject to the jurisdiction of that member in relation to the total incorporated area acreage within the Criteria Area set forth in the MSHCP. The Criteria Area acreage set forth in this subsection 3 shall be automatically modified if the Authority adopts a resolution as set forth in Section 7 of the Agreement modifying the acreage amounts.

ARTICLE VI – NOMINATION AND ELECTION OF OFFICERS

- A. **ELECTIONS.** The Board shall elect 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.
- B. **NOMINATIONS.** Any member of the Authority may nominate any regular member for an office contemplated in Section A. An individual receiving the majority of the votes for any of the offices shall be deemed to have been elected. Different procedures and requirements apply to the office of treasurer and controller, pursuant to Section E. and the Agreement.
- C. **RESIGNATIONS.** In the event an officer resigns or ceases to be an officer, the Board shall select a replacement therefore at the next regular meeting of the Board, or as soon thereafter as practical.
- D. **ABSENCES.** In the absence or inability of the Chairperson to act, the Vice-Chairperson shall act as Chairperson.
- E. **APPOINTMENTS.** The Board shall appoint the treasurer of a member agency to serve as the Treasurer. The Board shall also appoint the finance director of a member agency to serve as the Controller.

ARTICLE VII – DUTIES OF OFFICERS

- A. **CHAIRPERSON.** The duties of the Chairperson shall be to:
 - 1. Preside at all meetings of the Authority;

2. Call special meetings of the Authority when necessary;
 3. Appoint ad hoc committees, when necessary, including, without limitation, an Elected Officials Ad Hoc Committee described in the MSHCP.
- B. VICE-CHAIRPERSON. The duties of the Vice-Chairperson shall be to perform the duties and exercise the power of the Chairperson during the absence of the Chairperson.
- C. EXECUTIVE DIRECTOR. The duties of the Executive Director shall be to administer the MSHCP, as defined above, in compliance with the duties and responsibilities set forth in Sections 5.0 and 6.0 of the MSHCP, and such other duties as may be prescribed by the Board, from time to time. The Executive Director shall perform such duties as prescribed by the Board including, without limitation, the administration of agency contracts. The Executive Director may, after consultation with the Chairperson, authorize contracts in an amount up to \$50,000 without prior Board approval. All such contracts shall be reviewed by legal counsel and shall be reported to the Board after execution. The Executive Director may not issue such contracts totaling more than \$50,000 1) to any one entity in any calendar year, or 2) to a group of entities working on a single project for the Authority. The Executive Director's authority for the purchase of supplies, materials, or equipment is limited to \$25,000.

ARTICLE VIII – MEETINGS

- A. AGENDA. Matters to be placed on the Agenda for any regular meeting or Committee meeting may be filed with the Executive Director of the Authority by any member of the Authority by the Thursday before such regular meeting or special meeting. The Agenda for each regular or special meeting shall be prepared under the control and direction of the Executive Director after consultation and concurrence by the Board Chairman or Vice Chairman, if the Chairman is not available. The Executive Director shall cause copies of the Agenda to be mailed or delivered to each regular and alternate member at least three (3) working days prior to the regular meeting date. During a Board or Committee meeting, any member may bring to the Board's attention any item of new business or request for action. Action on any matter of business not listed Agenda shall be deferred until properly listed on the Agenda for a subsequent meeting unless properly added to the Agenda as an item of subsequent need in accordance with Government Code, Section 54954.2. Notwithstanding, the provisions of this section, individual members of the Board may provide a reference to staff or other resources for factual information, request staff to report back to the Authority at a subsequent

meeting concerning any matter, or take action to direct staff to place a matter of business on a future agenda.

- B. **REGULAR MEETING.** Regular meetings of the Authority shall be held, to the extent feasible at 1:00 p.m. the first Monday of each month at the County Administrative Center, 4080 Lemon Street, First Floor, Riverside, California or at such other location set by the Authority. Regular meetings may be canceled by majority vote of the Authority at a regular or special meeting prior to the meeting to be canceled. A regular meeting may also be canceled by the Chairperson for lack of a quorum. The Executive Director shall endeavor to mail or deliver notice of such cancellation to each regular member and alternate member at least twenty-four (24) hours prior to the time of the meeting.
- C. **SPECIAL MEETINGS.** A special meeting of the Authority may be called at any time by the Chairperson, or in his or her absence by the Vice-Chairperson, or by any four (4) regular members by delivering personally or by mail written notice to the Executive Director and each regular and alternate member. Such notice shall be so delivered at least twenty-four (24) hours before the time of such meeting as specified in the notice. The call and notice shall specify the time and place of the special meeting and the business to be transacted. No other business shall be transacted at such meeting. Such written notice may be dispensed with as to any member who at or prior to the time the meeting convenes files with the Executive Director a written waiver of notice. Such waiver may be given by telegram or telecopier. Such written notice may also be dispensed with as to any regular or alternate member who is actually present at the meeting at the time it convenes.
- D. **POSTING OF AGENDAS.** The Authority shall post agendas of all regular meetings, containing a brief general description of each item of business to be transacted or discussed at the meeting, at least seventy-two (72) hours before such regular meeting. The agenda shall specify the time and location of the meeting and shall be posted at the County Administration Center, 4080 Lemon Street, Riverside, or at another location specified by the Chairperson that is freely accessible to members of the public. No action shall be taken on any item not appearing on such posted agendas, except as permitted by state law.
- E. **RALPH M. BROWN ACT.** All meetings of the Board, including without limitation, regular, special and adjourned meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the California Government Code).
- F. **ADDRESSING AUTHORITY ON AGENDA ITEMS.** No person shall address the Authority at any meeting until he or she has first been

recognized by the Chairperson. The decision of the Chairperson to recognize a person may be changed by vote of a majority of the members of the Authority present at the meeting. When addressing the Authority, each individual speaker will be limited to three minutes or less of public testimony on each agenda item. The Authority may, either at the direction of the Chairperson or by a majority vote of the Authority, waive this three (3) minute time limitation.

ARTICLE IX – STANDING COMMITTEES

- A. **FORMATION.** The following Standing Committees of the Authority are hereby created:
1. **The Funding Coordination Committee.** This Committee shall provide recommendations to the Board on funding priorities and MSHCP Conservation Area acquisitions. Additionally, this Committee shall provide a forum to discuss land acquisition priorities of the U.S. Fish and Wildlife Service (“USFWS”) and California Department of Fish and Game (“CDFG”) and acquisitions by other entities using non-local sources of revenue. It is envisioned that this Committee will meet at least twice annually. The Committee is not intended to address the acquisition of specific properties. The Board shall establish policies under which the Funding Coordination Committee shall make recommendations to the Board. Such policies shall include conflict of interest guidelines for the Committee members. Members of this committee shall consist of the Executive Committee Members, and representatives of the USFWS, and the CDFG. Member Agency Planning Directors shall be invited to participate in the meeting.
 2. **Reserve Management Oversight Committee.** The Reserve Management Oversight Committee (RMOC) shall serve as the intermediary between the Reserve Managers and the decision making function of the Authority. The Executive Director or designee shall serve as Chairperson of the RMOC. The RMOC shall be composed of, at a minimum, one representative appointed by each of the following entities: USFWS, CDFG, Riverside County Regional Parks and Open Space District, Bureau of Land Management, U.S. Forest Service, California Department of Parks and Recreation, Authority, and up to five (5) other private or public agencies or entities that own or manage land within the MSHCP Conservation Area.
 3. **Executive Committee.** The Executive Committee shall be appointed by the Chairperson and ratified by the Board. The Committee shall be composed of seven (7) members, and have at least two (2) and

no more than three (3) representatives representing the County. The Board Chairperson, Vice Chairperson and past Chairperson, if any, of the Commission shall be members of the Committee. The Executive Committee shall oversee Authority administrative functions, staff functions, recommend staff positions, job descriptions and salaries, and consider such other matters as delegated to it by the Board.

4. Stakeholders Committee. The Stakeholders Committee shall be appointed by the Chairperson and ratified by the Board. The Committee shall be composed of up to sixteen (16) members, whose members shall be drawn from the following:
 - a. groups representing property owners affected by the MSHCP;
 - b. groups representing environmental interests implicated by the MSHCP; and
 - c. groups representing the building industry within the area affected by the MSHCP.
 - d. Committee members shall not be permitted to appoint alternates. The Committee shall meet when requested to do so by the Chairperson or Board. The Committee shall meet as often as necessary; however, reasonable efforts shall be made to hold committee meetings at least twice yearly. The Executive Director shall chair the meetings and facilitate discussion. The Stakeholders Committee shall review implementation plans from a stakeholder perspective and perform such other duties as directed by the Board.

- B. CONTROL AND SUPERVISION. In the performance of their duties and responsibilities, all Committees of the Authority shall submit all policy matters coming before them to the Authority for final consideration, unless otherwise specified by the Board. Committee members shall be appointed on an annual basis.

ARTICLE X – CORPORATE POWERS

- A. SUCCESSION. The Authority has perpetual succession and may adopt a seal and alter it at its pleasure.
- B. LITIGATION. The Authority may sue and be sued, except as otherwise provided by law, in all actions and proceedings, in all courts and tribunals of competent jurisdiction.

- C. CLAIMS. All claims for money or damages against the Authority are governed by Division 3.6 (commencing with Section 810) of Title 1 of the Government Code except as provided therein, or by other statutes or regulations expressly applicable thereto.
- D. MOTIONS, REGULATIONS AND ORDINANCES. The acts of the Authority shall be expressed by motion, resolution, or ordinance. All ordinances shall take effect upon their adoption. The enacting clause of all ordinances shall be as follows: "The Western Riverside County Regional Conservation Authority hereby ordains as follows: "All ordinances shall be signed by the Chairperson or by the Vice-Chairperson of the Authority.

ARTICLE XI – CONTRACTS

The Authority may make contracts and enter into stipulations of any nature whatsoever either in connection with eminent domain proceedings or otherwise, including but not limited to, contracts and stipulations to indemnify and save harmless, to employ labor, and to do all acts necessary and convenient for the full exercise of the powers authorized by law. The Authority may contract with any Department or Agency of the United States of America, with any public agency (including, but not limited to, the County, WRCOG, CDFG or USFWS), or with any person upon such terms and conditions as the Authority finds is in its best interest.

ARTICLE XII – REIMBURSEMENTS

- A. PERSONS SUBJECT TO REIMBURSEMENT PROVISIONS. These Reimbursement Provisions ("Provisions") shall be applicable to all members of the Authority's legislative bodies, as defined in Government Code section 54952, provided such persons receive compensation for actual and necessary Authority expenses ("Official"). Legislative Bodies include, but are not limited, to the Board of Directors, the Funding Coordination, the Reserve Management Oversight Committee, the Executive Committee and the Stakeholders Committee.
- B. PURPOSE. The purpose of these Provisions is to provide guidelines for the reimbursement of any Official for actual and necessary expenses incurred in the performance of their duties. Whenever issues of reimbursement arise, the Authority shall adhere to Government Code sections 53232.2 and 53232.3.
- C. TRANSPORTATION
 - 1. Use of Personal Vehicle. The Authority shall reimburse for mileage incurred when personal vehicles are used to attend Board and Committee meetings and conferences or other meetings approved

by the Board or Executive Director and in furtherance of the Authority's affairs. Authority will reimburse mileage for travel to and from the destination based upon the approved Internal Revenue Service rate in effect.

2. Rentals. The Authority shall reimburse for actual and necessary vehicle rental expenses. The Authority shall only reimburse economy or compact rate vehicles unless (i) such class of vehicle is unavailable; or (ii) such class of vehicles do not accommodate a disability. When an Official rents a vehicle, he or she shall obtain insurance for the vehicle at the Authority's expense.
 3. Shuttle, Bus, Taxi, and Public Transportation. Shuttle, bus, taxi, and public transportation may be used between an airport, hotel and conference site whenever it is available. Officials are encouraged to use the most efficient mode of transportation available.
 4. Air Travel or Other Common Carrier Transportation. As necessary for the performance of their official duties, Officials may use air travel or other mode of common carrier transportation to and from the destination.
- D. LODGING. Lodging costs shall not exceed the maximum group rate published by the conference or activity sponsor, provided that lodging at the group rate is available. If a group rate is not available, the government rate of the provider of lodging shall be used. If neither the group nor government rates are available, the Authority shall reimburse lodging at a rate not exceeding \$300.00 per night without Board approval. For lodging in high costs cities (e.g., San Francisco, New York, Washington., D.C.), the Authority will reimburse at a rate not exceeding \$490.00 per night without Board approval. Lodging reimbursement rates will be adjusted annually according to the CPI in the applicable metropolitan statistical area.
- E. MEALS. The actual costs of meals incurred while attending conferences or other meetings in furtherance of the Authority's affairs are reimbursable provided the Authority's staff is given a receipt. Meal costs shall be reimbursed at an amount not exceeding the greater of one hundred fifty dollars (\$150.00) per day or the applicable Internal Revenue Service rate.
- F. PERSONAL EXPENSES AND OTHER EXPENSES NOT REIMBURSABLE. The Authority shall not reimburse the cost of transportation, lodging, meals, or other costs of travel when such costs are of a personal nature incurred in conjunction with the performance of official duties. Personal costs, not reimbursable by the Authority, shall include, but not be limited, to the following: (i) alcoholic beverages; (ii) parking and traffic violations; (iii) entertainment; (iv) services provided by

the provider of lodging; and (v) expenses incurred on behalf of a spouse, dependent, or traveling companion.

- G. CONFERENCES AND OTHER MEETINGS. Officials shall only receive reimbursement of travel, lodging, and meals for conferences or other meetings in furtherance of the Authority's affairs. No other occurrences will be reimbursed.
- H. EXPENSES NOT INCLUDED WITHIN THESE PROVISIONS. Occurrences or expenses which do not fall within these Provisions or the Internal Revenue Service reimbursable rates must be approved by the Board in a public meeting before the expense is incurred.
- I. EXPENSE REPORTS. The Authority shall not reimburse any expenses until an expense form is submitted to the Authority's administrative office no later than 45 days of the expenditure. Expense forms shall be accompanied by receipts documenting each expense. Furthermore, Officials will be required to provide a brief report on the conference or meeting attended at the next regular meeting of his or her respective legislative body.
- J. CPI INCREASE. The dollar limits referenced herein shall be automatically updated annually pursuant to reflect increases in the Consumer Price Index.

ARTICLE XIII – AMENDMENTS

- A. ADOPTION. These Bylaws may be amended at any meeting of the Authority by a majority vote.
- B. PROPOSAL. Any Authority member may propose a Bylaw amendment. Such proposal shall be in writing and shall be referred to the Chairperson who shall report the proposed amendment with recommendation to the Authority. All regular members shall receive at least four (4) weeks notice of any amendments to these Bylaws. Notice may be provided on a Board Meeting Agenda of the Board or by separate notice delivered by mail, e-mail or facsimile to the regular member.