

1 **FOURTH AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT**  
2 **CREATING THE WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION**  
3 **AUTHORITY**

4 This Joint Powers Agreement dated May 5, 2011 is made by and between the  
5 COUNTY OF RIVERSIDE, and the Cities of BANNING, BEAUMONT, CALIMESA,  
6 CANYON LAKE, CORONA, EASTVALE, HEMET, LAKE ELSINORE, MENIFEE,  
7 MORENO VALLEY, MURRIETA, NORCO, PERRIS, RIVERSIDE, SAN JACINTO,  
8 TEMECULA and WILDOMAR, hereinafter sometimes referred to collectively as "Parties,"  
9 for the purpose of acquiring, administering, operating and maintaining land and facilities  
10 for ecosystem conservation and habitat reserves for certain rare, threatened and  
11 endangered species covered by the Western Riverside County Multiple Species Habitat  
12 Conservation Plan, hereinafter referred to as the "MSHCP."

13 **RECITALS**

14 WHEREAS, the Cities and the County, hereinafter sometimes jointly referred to  
15 as "Parties", are authorized and empowered to contract with each other for the joint  
16 exercise of powers pursuant to Article 1, Chapter 5, Division 7, Title 1 (commencing with  
17 Section 6500) of the Government Code of the State of California, hereinafter referred to  
18 as "the Act"; and

19 WHEREAS, the County and the Cities each have the authority and power to  
20 prepare and implement habitat conservation plans for the protection of rare, threatened  
21 and endangered species, and to acquire, own, maintain and operate habitat reserves for  
22 such species in connection with said habitat conservation plans; and

23 WHEREAS, the formation of a single public agency would most efficiently serve  
24 the interests of the County and Cities by allowing the County and the Cities to jointly  
25 exercise the aforementioned powers; and

26 WHEREAS, the County in consultation with the Cities has prepared the MSHCP;  
27 and

28 WHEREAS, the County and the Cities desire to organize themselves pursuant to

1 this Joint Powers Agreement, hereinafter referred to as the "Agreement", to implement  
2 the MSHCP should the MSHCP ultimately be approved by the County and Cities; and

3 WHEREAS, the original Joint Powers Agreement was dated January 27, 2004  
4 and was entered into between the County of Riverside and fourteen (14) cities in  
5 western Riverside County; and

6 WHEREAS, the Cities of Menifee and Wildomar became member agencies on  
7 April 7, 2009; and

8 WHEREAS, the parties and the City of Eastvale desire that the City of Eastvale  
9 become a member of the Western Riverside County Regional Conservation Authority.

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

12 **Section 1. Purpose.** The purpose of this Agreement is to create a public  
13 agency to acquire, administer, operate and maintain land and facilities to establish  
14 habitat reserves for the conservation and protection of species covered by the MSHCP  
15 and to implement the MSHCP in the event the MSHCP is approved by the County and  
16 Cities and appropriate permits are issued by the U.S. Fish and Wildlife Service and the  
17 California Department of Fish and Game.

18 Additionally, this Agreement shall permit the financing of public capital  
19 improvements and those purposes permitted under the Marks-Roos Local Bond Pooling  
20 Act of 1985, being Article 4 (commencing with Section 6584) of Chapter 5, Division 7,  
21 Title 1 of the California Government Code (the "Bond Law").

22 **Section 2. Creation of the Authority.** Pursuant to the Act and the Bond Law,  
23 there is hereby created a public agency to be known as the "Western Riverside County  
24 Regional Conservation Authority," hereinafter referred to as the "RCA." The RCA shall  
25 be a public agency, separate and apart from its members, and as provided by law and  
26 not otherwise prohibited by this Agreement, shall be empowered to take such actions as  
27 may be necessary or desirable to implement and carry out the purposes of this  
28 Agreement.

1           **Section 3. Powers.** In carrying out the purpose of this Agreement, the RCA  
2 shall have the following powers:

- 3           A. To make and enter into contracts;
- 4           B. To employ agents, consultants, attorneys and employees;
- 5           C. To acquire property, and any interest in property, both real and personal by  
6           purchase, gift, option, grant, bequest, devise or otherwise, and hold and  
7           dispose of such property;
- 8           D. To conduct and direct studies and to develop and implement plans to  
9           complement, modify or supplement the MSHCP;
- 10          E. To incur debts, liabilities, and obligations;
- 11          F. To sue and be sued in its own name;
- 12          G. To employ reserve managers and other personnel to operate, maintain, and  
13          administer the habitat reserves established through implementation of the  
14          MSHCP;
- 15          H. To be an applicant, make applications for, and receive grants from  
16          governmental and private entities and to participate in State bond issues;
- 17          I. To prepare project reports and applications, to qualify for grants, and to enter  
18          into grant contracts and to do all other things necessary to comply with State  
19          and Federal laws and regulations with respect to grants;
- 20          J. To borrow or receive advances of funds from its members or from such other  
21          sources as may be permitted by law;
- 22          K. To contract with its members and other entities who operate or will operate the  
23          habitat reserves established through implementation of the MSHCP;
- 24          L. To issue bonds, notes, warrants and other evidences of indebtedness to  
25          finance costs and expenses to carry out the powers of the RCA;
- 26          M. To acquire, hold, and dispose of equipment;

- 1 N. To lobby state and federal governments and their officials as well as private  
2 entities to obtain funding for implementation of the MSHCP and employ  
3 individuals or entities to conduct such lobbying activities on its behalf; and  
4 O. To exercise the powers granted to it under the Act, including, but not limited to,  
5 the Bond Law and the powers common to each member, as may be necessary  
6 to accomplish the purposes of this Agreement.  
7 P. To invest money in the treasury pursuant to Section 6505.5 of the Act that is not  
8 required for the immediate necessities of the Authority, as the Authority  
9 determines is advisable, in the same manner and upon the same conditions as  
10 local agencies, pursuant to Section 53601 of the California Government Code.

11 **Section 4. Term.** The term of this Agreement shall continue until terminated by  
12 the Parties hereto by their mutual written consent as set forth in Section 5 of this  
13 Agreement.

14 **Section 5. Termination, Withdrawal and Amendment.**

15 A. This Agreement shall be automatically terminated and considered null and  
16 void in the event the MSHCP is not approved by the County and the Cities or  
17 appropriate permits are not issued by the U.S. Fish and Wildlife Service and the  
18 California Department of Fish and Game.

19 B. Any Party to this Agreement may withdraw for any reason upon giving all  
20 other Parties sixty (60) days advance written notice of the effective date of such  
21 withdrawal. This Agreement shall thereupon be deemed automatically amended to  
22 reflect the withdrawal of said Party from the RCA and this Agreement. Upon withdrawal  
23 of any Party from the RCA and this Agreement, the withdrawing Party shall not receive  
24 any distribution, partial or otherwise, of any cash or other assets of the RCA.

25 C. Provided there is mutual consent by the governing bodies of each of the  
26 Parties to this Agreement, evidenced in writing, this Agreement may be: (1) amended to  
27 add new Parties; or (2) amended to change any portion of this Agreement. Alternatively,  
28 any Western Riverside County city may become a party to the Authority upon such terms