

JOINT EXERCISE OF POWERS AGREEMENT CREATING
RIVERSIDE COUNTY HABITAT CONSERVATION AGENCY

1. PARTIES AND DATE

This Agreement is made by and between THE COUNTY OF RIVERSIDE, THE CITY OF RIVERSIDE, THE CITY OF HEMET, THE CITY OF PERRIS, THE CITY OF MORENO VALLEY and THE CITY OF LAKE ELSINORE (hereinafter collectively called the "Member Agencies"), for the acquisition, administration, operation and maintenance of land and facilities for ecosystem conservation and habitat reserves for the Stephens' kangaroo rat and other listed or candidate threatened or endangered species.

2. RECITALS AND DEFINITIONS

2.1 Parties. Each of the parties hereto is a public agency authorized and empowered to contract for the joint exercise of powers under the Government Code of the State of California.

2.2 Power. Each of the Member Agencies has the authority and power to purchase and maintain real property and to establish ecosystem conservation plans, and to design and implement habitat conservation plans for the protection of the Stephens' kangaroo rat and other listed or candidate threatened or endangered species.

2.3 Need. The United States Fish and Wildlife Service (the "Service") has listed the Stephens' kangaroo rat as an endangered species. The California Department of Fish and Game has recommended changing the Stephens' kangaroo rat's status to endangered. In order for the Member Agencies to obtain permits for incidental takings of the Stephens' kangaroo rat and its habitat, the Member Agencies must develop a program for the protection of habitat occupied by the species. This Agreement implements that program and provides for development of a program to protect other listed or candidate threatened or endangered species, and for the establishment and operation of programs to protect habitat required to maintain ecosystems essential for the preservation of species of plants and animals.

3. TERMS

3.1 Creation of Agency. There is hereby created a public agency known as the Riverside County Habitat Conservation Agency, herein called the "Agency". The Agency is formed by this Agreement pursuant to the provisions of Article 1, Chapter 5, Division 7, Title 1 of the Government Code of the State of California relating to the joint exercise of powers common to public agencies. For the purposes of this Agreement, the Agency is a public agency separate from the parties hereto and shall be the agency to administer and execute this Agreement.

3.2 Purpose. The purpose of this Agreement is to create a public agency to plan for, acquire, administer, operate,

and maintain land and facilities for ecosystem conservation and habitat reserves to implement a habitat conservation plan for the Stephens' kangaroo rat and other listed or candidate threatened and endangered species.

3.3 Powers. In carrying out the purpose of this Agreement, the Agency shall have the following powers:

3.3.1 To make and enter into contracts;

3.3.2 To employ agents, consultants, attorneys and employees;

3.3.3 To acquire property, and any interest in property, both real and personal by purchase, gift, lease, option, grant, bequest, devise or otherwise, and to hold and dispose of such property;

3.3.4 To acquire real property by eminent domain and to delegate its authority to acquire real property by eminent domain to individual Member Agencies.

3.3.5 To conduct and direct studies and to develop and implement plans to complement, modify or supplement the "Short-Term Habitat Conservation Plan for the Stephens' Kangaroo Rat" and to develop and implement plans for a long-term habitat conservation plan for the Stephens' kangaroo rat;

3.3.6 To undertake programs to protect other listed or candidate threatened or endangered species and for ecosystem conservation;

3.3.7 To incur debts, liabilities, and obligations;

3.3.8 To sue and be sued in its own name;

3.3.9 To employ personnel to operate, maintain, and administer habitat and ecosystem reserves;

3.3.10 To be an applicant, make applications for, and receive grants from governmental and private entities and to participate in State bond issues;

3.3.11 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;

3.3.12 To borrow or receive advances of funds from the Member Agencies or from such other sources as may be permitted by law;

3.3.13 To contract with the Member Agencies and other parties who operate or will operate ecosystem or habitat conservation reserves;

3.3.14 To issue bonds, notes, warrants and other evidences of indebtedness to finance costs and expenses to carry out the powers of the Agency;

3.3.15 To acquire, hold, and dispose of equipment; and

3.3.16 To exercise all other powers common to the Member Agencies not specifically mentioned above which may be necessary to carry out the purposes of this Agreement.

3.4 Effective Date. This Agreement shall become effective and the Agency shall be created on the first day

following the execution of this Agreement by the last of the Member Agencies.

3.5 Additional Members. In connection with the admission of any additional public agency after formation of the Agency, each of the existing members and the prospective member or members shall execute a memorandum of understanding specifying the obligations of the prospective member for contributions toward past or present Agency expenditures and assets.

3.6 Board of Directors. This Agreement and the Agency created hereby shall be administered by the governing body of the Agency which shall be known as the "Board of Directors of the Riverside County Habitat Conservation Agency" herein called the "Board."

The Board shall be composed of one regular representative from each Member Agency. Each Member Agency shall appoint one person to serve as an alternate representative of such Agency to the Board. In the absence of the regular representative of a Member Agency, the alternate representative of such Agency shall, if present, participate in a meeting of the Board the same as if the alternate representative were the regular representative.

Members of the Board and their alternates shall be appointed by and shall serve at the pleasure of their appointing body. All voting powers shall reside in the Board. Alternate representatives of Member Agencies may participate in all meetings of the Board except that the Agency's alternate representatives may vote only in the absence of the regular representative

of such Agency. Members of the Board and their alternates shall not be entitled to a salary or other compensation for participation in meetings of the Board or similar services rendered on behalf of the Agency.

3.7 Meetings of the Board of Directors.

3.7.1 Regular Meetings. The Board shall provide for its regular meetings; provided, however, it shall hold at least one regular meeting per month. The dates, hour, and place of the regular meeting shall be fixed by resolution, and a copy of such resolution shall be furnished to each Member Agency.

3.7.2 Ralph M. Brown Act. All meetings of the Board, including without limitation, regular, adjourned regular, and special 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).

3.7.3 Minutes. The Secretary of the Agency shall cause to be kept minutes of all meetings of the Board, shall cause the minutes of all meetings to be ratified by the Board, and shall cause a copy of the ratified minutes to be forwarded to each member of the Board and to each of the parties hereto.

3.7.4 Voting and Quorum. The total voting power of all seats of the Board shall be 100%. Each regular representative shall have a percentage of vote equal to the percentage of his or her Member Agency's overall contribution or deemed contri-

bution to the Agency as calculated pursuant to Sections 3.10.1 and 3.10.2 below. A Member Agency's overall contribution to the Agency shall be calculated monthly or on such other periodic basis as the Board may approve. Member Agency representation at meetings of the Board, constituting fifty-one percent (51%) or more of the voting power of the Board constitutes a quorum for the transaction of business; except that less than a quorum may adjourn from time to time. The affirmative vote of Directors constituting more than 50% of the voting strength of the Board as represented in the quorum which is present at that time shall be required for the approval of any action.

3.8 Officers. The Board shall elect its own officers, which shall include a chairperson, vice-chairperson, secretary, treasurer, and auditor. The chairperson and vice-chairperson shall be members of the Board and the secretary may, but need not, be a member of the Board.

3.8.1 Treasurer. The treasurer of the Agency shall be the treasurer of the County of Riverside, who shall be the depository and have custody of all money of the Agency from whatever sources.

3.8.2 Auditor. The auditor of the Agency shall be the Auditor/Controller of the County of Riverside and shall draw all warrants to pay demands against the Agency approved by the Board.

3.8.3 Other Officers. The Board may appoint a general manager and an attorney for the Agency. The Agency may

contract with Member Agencies for the use of employees of the Member Agencies on mutually agreeable terms and conditions. The public officer, officers or persons who have charge of, handle, or have access to any property of the Agency shall file an official bond in an amount to be fixed by the Board.

3.8.4 General Manager. The general manager, if appointed, or such other officer or employee of the Agency to whom the Board delegates such authority, shall have the power to appoint, promote, demote and remove employees of the Agency subject to the provisions of the Agency's approved budget, and subject to such personnel policies as may have been adopted by the Board.

3.9 Rules and Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California. The laws of the State of California applicable to the general law city of Moreno Valley shall govern the Agency 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. Should the City of Moreno Valley not be a Member Agency, the laws applicable to the County of Riverside shall be used for purposes of 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 Agency'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.

3.10 Contributions/Estimated Budget.

3.10.1 Contribution of Mitigation Fees. The Member Agencies have imposed a mitigation fee on certain types of development within their jurisdictions to implement the initial habitat conservation program for the Stephens' kangaroo rat. All mitigation fees for the Stephens' kangaroo rat collected by the Member Agencies prior to the effective date of this Agreement, less monies expended by the County for consultants' services and land acquisition, shall be deposited into the treasury of the Agency within sixty (60) days of such effective date. Monies expended by the County for consultants' services and land acquisition for the benefit of the SKR shall be included in the County's overall contribution to the Agency for purposes of calculating the County's percentage vote under Section 3.7.4 above. All mitigation fees collected for the Stephens' kangaroo rat from and after the effective date of this Agreement, shall be forwarded to the Agency within sixty (60) days after receipt thereof by the Member Agency, or as otherwise required by the Implementation Agreement entered into or to be entered into by the Member Agencies and the Service.

3.10.2 Non-Mitigation Fee Contributions. The Board may accept contributions of property from Member Agencies in lieu of mitigation fees, or with the approval of the Board, a Member Agency may hold and maintain its own property as a contribution to the reserve program. Such property shall count toward a Member Agency's overall contribution for purposes of calculat-

ing the Member Agency's percentage vote under Section 3.7.4 above only if approved by the Board and only if held and maintained in accordance with the Agency's rules and regulations for maintenance and operation of reserves. The value of such contributions shall be calculated based upon the agreement of two-thirds of the governing bodies of the Member Agencies or by the Board subject to an independent appraisal ordered by the Board. Funds received from state or federal grants, special assessments, or any other third-party sources also shall be deemed to be contributions of the Member Agencies and shall be used in calculating each Member Agency's percentage vote based on each Member Agency's pro rata share of the approved allocation of take arising from such third-party sources as of the date the funds are received.

3.10.3 Use of Contributions. When approved by the Board, revenues received by the Board, including without limitation, fees and other contributions, may be used to further any of the purposes of the Agency.

3.10.4 Budget. No later than May 31 of each year, the Board shall prepare and approve an estimated budget of the amount of money required to implement the habitat reserve program during the ensuing fiscal year. Such estimates shall be based, as nearly as is practicable, on the total land acquisition, land improvement, maintenance, administration, and operation costs during the current fiscal year as such costs are set forth in the then current approved budget for the Agency. The estimated budget of the Agency prepared and approved by the Board

shall be forwarded to the governing bodies of the Member Agencies for consideration and approval. The Board's estimated budget shall be deemed the final budget of the Agency upon receipt by the Agency of certified copies of approving resolutions or minute orders from the governing body of each of the Member Agencies. Until such time as formal approval has been received from each Member Agency, the estimated budget shall constitute merely a proposed budget, subject to reconsideration or revisions.

If a final budget has not been approved for the Agency by July 1 of each year, the budget for the previous year shall serve as the Agency's working budget for the ensuing fiscal year until a new budget is approved.

3.11 Consultant Contracts. The Agency shall, upon request of the County, accept assignment of all consultant contracts which the County has entered into for the preparation and implementation of the Short-Term and Long-Term Habitat Conservation Plans for the Stephens' kangaroo rat.

3.12 Accounting and Audits.

3.12.1 Fiscal Year. The fiscal year of the Agency shall be from July 1 through the following June 30.

3.12.2 Accounting Procedures and Audit. Full books and accounts shall be maintained for the Agency in accordance with practices established by or consistent with those utilized by the Controller of the State of California for like public agencies. The Auditor of the Agency shall either make, or contract with a certified public accountant to make, an annual

audit of the accounts and records of the Agency. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the California Government Code and shall conform to generally accepted auditing standards. A report of the audit shall be filed as a public record with each of the Member Agencies and with the Riverside County Auditor within 30 days of its completion. Such report shall be filed within 12 months of the end of the fiscal year under examination.

3.13 Expulsion. Any Member Agency may, for cause, be expelled from participation in the Agency and this Joint Powers Agreement by the affirmative vote of five-sixths of the governing bodies of the Member Agencies. Expelled Member Agencies shall not be entitled to any distribution, partial or otherwise, of any cash or other assets of the Agency.

3.14 Withdrawal. Any Member Agency may withdraw from the Agency by giving the Agency written notice of its withdrawal. Upon withdrawal of any Member Agency from the Agency, the withdrawing member shall not receive any distribution, partial or otherwise, of any cash or other assets of the Agency.

3.15 Dissolution. Upon dissolution of the Agency pursuant to Section 3.18, the assets of the Agency may be distributed in kind or assets may be sold and the proceeds thereof distributed to the members at the time of dissolution; provided, however, that any distribution of assets shall be subject to the prior discharge of enforceable liability incurred by the Agency.

Subject to the foregoing, upon dissolution of the Agency, each member shall receive its proportionate share of the assets of the Agency as the same appear on the books of the Agency. Each member's proportionate share shall be based upon such member's contributions to the Agency calculated in accordance with Section 3.10 above.

3.16 Liabilities. Except as provided hereinabove, the debts, liabilities and obligations of the Agency shall be the debts, liabilities and obligations of the Agency alone, and not of the parties to this Agreement.

3.17 Indemnification of Member Agencies. Provided that a Member Agency has acted in good faith and in accordance with this Agreement and the Short-Term Habitat Conservation Plan for the Stephens' kangaroo rat, the Agency shall defend, indemnify and hold such Member Agency free and harmless from any loss, liability or damage incurred or suffered by such Member Agency by reason of litigation arising from or as a result of any of the following: the Member Agency's impact mitigation fee ordinance; the Member Agency's participation in the Agency; actions taken to implement the short- or long-term habitat conservation plans for the preservation of the Stephens' kangaroo rat; claims of inverse condemnation or unconstitutional takings against a Member Agency; or any other act performed or to be performed by the Member Agency pursuant to this Agreement, the Short-Term Habitat Conservation Plan for the Stephens' kangaroo rat, or the implementing agreements; provided, however, that such indemnification or

agreement to hold harmless pursuant to this Section shall be recoverable only out of Agency assets and not from other Member Agencies.

3.18 Rescission or Termination.

3.18.1 Term. The Agency shall continue until this Agreement is rescinded or terminated as herein provided or until the duties of the Agency are assumed by a state or regional governmental agency.

3.18.2 Rescission or Termination. This Agreement may be rescinded and the Agency terminated by written consent of all of the Member Agencies evidenced by a certified copy of a resolution of their governing bodies.

3.19 Notices. All notices, statements, demands, requests, consents, approvals, authorizations, agreements, appointments or designations hereunder shall be given in writing and addressed to the principal office of the Agency.

3.20 Validity. If any one or more of the terms, provisions, promises, covenants or conditions of this Agreement shall by any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

3.21 Amendment. This Agreement shall contain all of the terms and conditions made between the parties hereto and

shall not be amended except by an agreement in writing signed by all parties.

3.22 Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto.

3.23 Assignment. The parties hereto shall not assign any rights or obligations under this Agreement without the written consent of all other parties.

3.24 Additional Documents. The parties hereto agree upon request to execute, acknowledge and deliver all additional papers and documents necessary or desirable to carry out the intent of this Agreement.

Facsimile Signature
affixed by Clerk per Code
Sec. 25103 Gov. Code

COUNTY OF RIVERSIDE

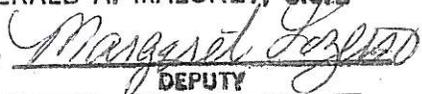
By:



Chairman of the Board of Supervisors

ATTEST:

ATTEST: 5/15/90
GERALD A. MALONEY, Clerk

By: 
DEPUTY

CLERK OF THE BOARD

THE CITY OF HEMET

By:

Mayor

ATTEST:

City Clerk

(Signature Page Continued)

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COUNTY OF RIVERSIDE

MAY 15 1990

By:

Robert Young
Chairman of the Board of Supervisors

ATTEST:

GERALD A. MALONEY, Clerk

ATTEST:

Margaret Romano
DEPUTY

CLERK OF THE BOARD

THE CITY OF HEMET

By:

Mayor

ATTEST:

City Clerk

(Signature Page Continued)

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COUNTY OF RIVERSIDE

By: _____
Chairman of the Board of
Supervisors

ATTEST:

CLERK OF THE BOARD

THE CITY OF HEMET

By: _____
Mayor

ATTEST:

Brenda Cahill
City Clerk

(signature page continued)

THE CITY OF LAKE ELSINORE

By: Ray M Washburn Mayor

ATTEST: Ziedi Kasad City Clerk

THE CITY OF OF MORENO VALLEY

By: _____ Mayor

ATTEST: _____ City Clerk

THE CITY OF PERRIS

By: _____ Mayor

ATTEST: _____ City Clerk

THE CITY OF RIVERSIDE

By: _____ Mayor

ATTEST: _____ City Clerk

THE CITY OF LAKE ELSINORE

By: _____ Mayor

ATTEST:

City Clerk

Approved as to Form
Date June 12, 1997
By [Signature]
City Attorney
Moreno Valley

THE CITY OF OF MORENO VALLEY

By: [Signature] Mayor

ATTEST:

[Signature]
City Clerk

THE CITY OF PERRIS

By: _____ Mayor

ATTEST:

City Clerk

THE CITY OF RIVERSIDE

By: _____ Mayor

ATTEST:

City Clerk

THE CITY OF LAKE ELSINORE

By: _____ Mayor

ATTEST:

City Clerk

THE CITY OF OF MORENO VALLEY

By: _____ Mayor

ATTEST:

City Clerk

THE CITY OF PERRIS

By: Arthur C. Gutierrez
ART GUTIERREZ - Mayor

ATTEST:

Renee Hopp
RENEE HOPP, Deputy City Clerk

THE CITY OF RIVERSIDE

By: _____ Mayor

ATTEST:

City Clerk

THE CITY OF LAKE ELSINORE

By: _____ Mayor

ATTEST:

City Clerk

THE CITY OF OF MORENO VALLEY

By: _____ Mayor

ATTEST:

City Clerk

THE CITY OF PERRIS

By: _____ Mayor

ATTEST:

City Clerk

THE CITY OF RIVERSIDE

By: Jean Mansfield Mayor Pro Tempore

ATTEST:

ALICE A. HARE
City Clerk

Dated: June 12, 1990

Karen E. Lindquist
Assistant City Clerk

APPROVED AS TO FORM

Clarice Sumner
ASST. CITY ATTORNEY

FIRST AMENDMENT TO JOINT EXERCISE
OF POWERS AGREEMENT CREATING RIVERSIDE
COUNTY HABITAT CONSERVATION AGENCY

This FIRST AMENDMENT TO JOINT EXERCISE OF POWERS AGREEMENT CREATING RIVERSIDE COUNTY HABITAT CONSERVATION AGENCY ("First Amendment") is made by and between THE COUNTY OF RIVERSIDE, THE CITY OF RIVERSIDE, THE CITY OF HEMET, THE CITY OF LAKE ELSINORE, THE CITY OF MORENO VALLEY, THE CITY OF PERRIS and THE CITY OF TEMECULA.

R E C I T A L S

WHEREAS, THE COUNTY OF RIVERSIDE, THE CITY OF HEMET, THE CITY OF LAKE ELSINORE, THE CITY OF MORENO VALLEY, THE CITY OF PERRIS and THE CITY OF RIVERSIDE, ("original member agencies") entered into that certain agreement entitled JOINT EXERCISE OF POWERS AGREEMENT CREATING RIVERSIDE COUNTY HABITAT CONSERVATION AGENCY ("Original Agreement"); and

WHEREAS, the CITY OF TEMECULA has executed a Memorandum of Understanding specifying the obligations of the CITY OF TEMECULA for contributions toward Agency expenditures and assets, as provided in Section 3.5 "Additional Members" of the Original Agreement and

WHEREAS, the original member agencies and the CITY OF TEMECULA desire to amend the Original Agreement to add the CITY OF TEMECULA as a member agency;

THE PARTIES AGREE AS FOLLOWS:

I. Section 1, "PARTIES AND DATE" of the Original Agreement is amended to read as follows:

"1. PARTIES.

This Agreement is made by and between THE COUNTY OF RIVERSIDE, THE CITY OF HEMET, THE CITY OF LAKE ELSINORE, THE CITY OF MORENO VALLEY, THE CITY OF PERRIS, THE CITY OF RIVERSIDE, and THE CITY OF TEMECULA, hereinafter collectively called the "Member Agencies" for the acquisition, administration, operation and maintenance of land and facilities for ecosystem conservation and habitat reserves for the Stephens' kangaroo rat and other listed or candidate threatened or endangered species.

II. The terms and conditions of the Original Agreement not expressly amended by this First Amendment continue in full force and effect.

III. This First Amendment shall become effective on the date that execution of this First Amendment is authorized by the last of the governing bodies of the Member Agencies.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date last set forth below and agree to abide by its terms from this date forward.

Dated: AUG 20 1990

COUNTY OF RIVERSIDE

ATTEST:

Margaret Kozmin DEPUTY
Clerk of the Board

By Robert Younglove
Chairman, Board of Supervisors

Dated: 11-6-90

ATTEST:

[Signature]
City Clerk

CITY OF HEMET

By [Signature]
Mayor

Dated: _____

ATTEST:

City Clerk

CITY OF LAKE ELSINORE

By _____
Mayor

Dated: _____

ATTEST:

City Clerk

CITY OF MORENO VALLEY

By _____
Mayor

Dated: _____

ATTEST:

City Clerk

CITY OF PERRIS

By _____
Mayor

Dated: _____

ATTEST:

City Clerk

CITY OF RIVERSIDE

By _____
Mayor

Dated: _____

ATTEST:

City Clerk

CITY OF TEMECULA

By _____
Mayor

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7/26/90

Dated: _____

ATTEST:

City Clerk

CITY OF HEMET

By _____
Mayor

Dated: _____

ATTEST:

City Clerk

CITY OF LAKE ELSINORE

By Wayne W. Winkler
Mayor

Dated: _____

ATTEST:

City Clerk

CITY OF MORENO VALLEY

By _____
Mayor

Dated: _____

ATTEST:

City Clerk

CITY OF PERRIS

By _____
Mayor

Dated: _____

ATTEST:

City Clerk

CITY OF RIVERSIDE

By _____
Mayor

Dated: _____

ATTEST:

City Clerk

CITY OF TEMECULA

By _____
Mayor

KLW:bln
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pp.37-39
7/26/90

Dated: _____

ATTEST:

City Clerk

CITY OF HEMET

By _____
Mayor

Dated: _____

ATTEST:

City Clerk

CITY OF LAKE ELSINORE

By _____
Mayor

Dated: September 6, 1990

ATTEST:

[Signature]
City Clerk

CITY OF MORENO VALLEY

By [Signature]
Mayor

Dated: _____

ATTEST:

City Clerk

CITY OF PERRIS

By _____
Mayor

Dated: _____

ATTEST:

City Clerk

CITY OF RIVERSIDE

By _____
Mayor

Dated: _____

ATTEST:

City Clerk

CITY OF TEMECULA

By _____
Mayor

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7/26/90

Approved as to Form
Date August 20, 1990
By [Signature]
City Attorney
Moreno Valley

Dated: _____

ATTEST:

City Clerk

CITY OF HEMET

By _____
Mayor

Dated: _____

ATTEST:

City Clerk

CITY OF LAKE ELSINORE

By _____
Mayor

Dated: _____

ATTEST:

City Clerk

CITY OF MORENO VALLEY

By _____
Mayor

Dated: 29 Aug 90

ATTEST:



City Clerk

CITY OF PERRIS

By Arthur C. Gutierrez
Mayor

Dated: _____

ATTEST:

City Clerk

CITY OF RIVERSIDE

By _____
Mayor

Dated: _____

ATTEST:

City Clerk

CITY OF TEMECULA

By _____
Mayor

KLW:bln
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7/26/90

Dated: _____

CITY OF HEMET

ATTEST:

By _____
Mayor

City Clerk

Dated: _____

CITY OF LAKE ELSINORE

ATTEST:

By _____
Mayor

City Clerk

Dated: _____

CITY OF MORENO VALLEY

ATTEST:

By _____
Mayor

City Clerk

Dated: _____

CITY OF PERRIS

ATTEST:

By _____
Mayor

City Clerk

Dated: SEP 4 1990

CITY OF RIVERSIDE

ATTEST:

By Terry Frazier
Mayor

ALICE A. HARE

City Clerk

Karen E. Lindquist
ASSISTANT CITY CLERK

APPROVED AS TO FORM

Dated: _____

CITY OF TEMECULA

ATTEST:

By _____
Mayor

City Clerk

ASST. CITY ATTORNEY

KLW:bln
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7/26/90

Dated: _____

ATTEST:

City Clerk

CITY OF HEMET

By _____
Mayor

Dated: _____

ATTEST:

City Clerk

CITY OF LAKE ELSINORE

By _____
Mayor

Dated: _____

ATTEST:

City Clerk

CITY OF MORENO VALLEY

By _____
Mayor

Dated: 29 Aug 90

ATTEST:

[Signature]
City Clerk

CITY OF PERRIS

By *Arthur C. Guthrie*
Mayor

Dated: _____

ATTEST:

City Clerk

CITY OF RIVERSIDE

By _____
Mayor

Dated: 11/02/90

ATTEST:

[Signature]
Deputy City Clerk

CITY OF TEMECULA

By *Ronald J. Parka*
Mayor

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7/26/90

**SECOND AMENDMENT TO
JOINT EXERCISE OF POWERS AGREEMENT
CREATING RIVERSIDE COUNTY
HABITAT CONSERVATION AGENCY**

THIS SECOND AMENDMENT TO JOINT EXERCISE OF POWERS AGREEMENT CREATING RIVERSIDE COUNTY HABITAT CONSERVATION AGENCY is made by and between the County of Riverside, the City of Riverside, the City of Hemet, the City of Lake Elsinore, the City of Moreno Valley, the City of Perris and the City of Temecula (collectively the "Member Agencies").

RECITALS

WHEREAS, the Member Agencies desire to amend the Joint Exercise of Powers Agreement Creating Riverside County Habitat Conservation Agency (the "Agreement").

AGREEMENT

NOW, THEREFORE, the parties hereby agree as follows:

1. Section 3.7.4, "Voting and Quorum" of the Agreement is hereby amended in its entirety to read as follows:

"3.7.4 Voting and Quorum. The total voting power of all seats of the Board shall be 100%. Each regular representative shall have a percentage of vote equal to the percentage of his or her Member Agency's overall contribution or deemed contribution to the Agency as calculated pursuant to Sections 3.10.1 and 3.10.2 below. A Member Agency's overall contribution to the Agency shall be calculated monthly or on such other periodic basis as the Board may approve. The

majority of the number of Directors of the Board shall constitute a quorum of the Board for the transaction of business; provided, however, that in the absence of a quorum, the majority of the Directors present at any Board meeting may adjourn until the time fixed for the next regular meeting of the Board. The affirmative vote of Directors constituting more than 50% of the voting strength of the Board as represented in the quorum which is present at that time shall be required for the approval of any action."

2. The terms and conditions of the Agreement not expressly amended by this Second Amendment shall continue in full force and effect.

3. This Second Amendment shall become effective on the date that execution of this Second Amendment is authorized by the last of the governing bodies of the Member Agencies.

IN WITNESS WHEREOF, the parties have executed this Second Amendment as of the date last set forth below and agree to abide by its terms from this date forward.

Dated: _____

COUNTY OF RIVERSIDE

ATTEST:

Clerk of the Board

By _____
Chairman, Board of Supervisors

Dated: _____

CITY OF RIVERSIDE

ATTEST:

City Clerk

By _____
Mayor

(Signature page continued)

Dated: 11-6-90

CITY OF HEMET

ATTEST:

Michael J. ...
City Clerk

By *[Signature]*
Mayor

Dated: _____

CITY OF LAKE ELSINORE

ATTEST:

City Clerk

By _____
Mayor

Dated: _____

CITY OF MORENO VALLEY

ATTEST:

City Clerk

By _____
Mayor

Dated: _____

CITY OF PERRIS

ATTEST:

City Clerk

By _____
Mayor

Dated: _____

CITY OF RIVERSIDE

ATTEST:

City Clerk

By _____
Mayor

Dated: _____

CITY OF TEMECULA

ATTEST:

City Clerk

By _____
Mayor

KLW:bln
199lit
pp.37-39
7/26/90

Dated: _____

CITY OF HEMET

ATTEST:

City Clerk

By _____
Mayor

Dated: _____

CITY OF LAKE ELSINORE

ATTEST:

City Clerk

By _____
Mayor

Dated: _____

CITY OF MORENO VALLEY

ATTEST:

City Clerk

By _____
Mayor

Dated: 29 Aug 90

CITY OF PERRIS

ATTEST:

[Signature]
City Clerk

By Arthur C. Hutchings
Mayor

Dated: _____

CITY OF RIVERSIDE

ATTEST:

City Clerk

By _____
Mayor

Dated: 11/02/90

CITY OF TEMECULA

ATTEST:

[Signature]
Deputy City Clerk

By Ronald J. Parker
Mayor

KLW:bln
199lit
pp.37-39
7/26/90

**FOURTH AMENDMENT TO JOINT EXERCISE OF POWERS AGREEMENT
CREATING THE RIVERSIDE COUNTY HABITAT CONSERVATION AGENCY**

This FOURTH AMENDMENT TO JOINT EXERCISE OF POWERS AGREEMENT CREATING THE RIVERSIDE COUNTY HABITAT CONSERVATION AGENCY ("Fourth Amendment") dated for reference purposes only as of April 1, 1993, is made by and between the COUNTY OF RIVERSIDE, THE CITY OF CORONA, THE CITY OF HEMET, THE CITY OF LAKE ELSINORE, THE CITY OF MORENO VALLEY, THE CITY OF PERRIS, THE CITY OF RIVERSIDE and THE CITY OF TEMECULA (collectively the "Member Agencies").

RECITALS

WHEREAS, the Member Agencies desire to amend Section 3.7.4 of the Joint Exercise of Powers Agreement Creating the Riverside County Habitat Conservation Agency (the "Agreement") as hereinafter set forth.

AGREEMENT

NOW, THEREFORE, the Member Agencies hereby agree as follows:

1. Section 3.7.4, "Voting and Quorum" of the Agreement is hereby amended in its entirety to read as follows:

"Section 3.7.4 Voting and Quorum. The total voting power of all seats of the Board shall be 100%. Each regular representative shall have a percentage of vote equal to the percentage of his or her Member Agency's overall contribution or deemed contribution to the Agency as calculated pursuant to Sections 3.10.1 and 3.10.2 below. A Member Agency's overall contribution to the Agency shall be calculated monthly or on such other periodic basis as the Board may approve. The majority of the number of Directors of the Board shall constitute a quorum of the Board for the transaction of business; provided, however, that in the absence of a quorum the majority of Directors present at any Board meeting may adjourn until the time fixed for the next regular meeting of the Board. The affirmative vote of at least three Directors constituting more than 50% of the voting strength of the Board as represented in the quorum which is present at that time shall be required for the approval of any actions; provided, however, that a numerical majority of the Directors as represented in any such quorum may approve any action unless at least three Directors constituting more than 50% of the voting strength of the Board as represented in such quorum vote to disapprove any such action."

2. The terms and conditions of the Agreement are not expressly amended by this Fourth Amendment shall continue in full force and effect.

3. This Fourth Amendment shall become effective on the date that execution of this Fourth Amendment is authorized by the last of the governing bodies of the Member Agencies.

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment as of the date last set forth below and agree to abide by its terms from this date forward.

Dated: _____

CITY OF CORONA

By: *R. Deering*
Mayor

ATTEST:

[Signature]
City Clerk

Dated: _____

CITY OF HEMET

By: _____
Mayor

ATTEST:

City Clerk

Dated: _____

CITY OF LAKE ELSINORE

By: _____
Mayor

ATTEST:

City Clerk

3. This Fourth Amendment shall become effective on the date that execution of this Fourth Amendment is authorized by the last of the governing bodies of the Member Agencies.

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment as of the date last set forth below and agree to abide by its terms from this date forward.

Dated: _____

CITY OF CORONA

By: _____
Mayor

ATTEST:

City Clerk

Dated: April 13, 1997

CITY OF HEMET

By: Ken Wolford
Mayor

ATTEST:

Deonda L. Clark
City Clerk

Dated: _____

CITY OF LAKE ELSINORE

By: _____
Mayor

ATTEST:

City Clerk

3. This Fourth Amendment shall become effective on the date that execution of this Fourth Amendment is authorized by the last of the governing bodies of the Member Agencies.

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment as of the date last set forth below and agree to abide by its terms from this date forward.

Dated: _____

CITY OF CORONA

By: _____
Mayor

ATTEST:

City Clerk

Dated: _____

CITY OF HEMET

By: _____
Mayor

ATTEST:

City Clerk

Dated: 4/28/93

CITY OF LAKE ELSINORE

By: Ray M. West
Mayor

ATTEST:

Richard K. ...
City Clerk

Dated: April 27, 1993

CITY OF MORENO VALLEY

By: *Arthur Alatorre*
Mayor

Approved as to Form
Date 5/1/93
By *[Signature]*
City Attorney
Moreno Valley

ATTEST:

[Signature]
City Clerk

Dated: _____

CITY OF PERRIS

By: _____
Mayor

ATTEST:

City Clerk

Dated: _____

CITY OF RIVERSIDE

By: _____
Mayor

ATTEST:

City Clerk

Dated: _____

CITY OF MORENO VALLEY

By: _____
Mayor

ATTEST:

City Clerk

Dated: _____

CITY OF PERRIS

By: Robert Leland
Mayor

ATTEST:

Bob
City Clerk

Dated: _____

CITY OF RIVERSIDE

By: _____
Mayor

ATTEST:

City Clerk

Dated: _____

CITY OF MORENO VALLEY

By: _____
Mayor

ATTEST:

City Clerk

Dated: _____

CITY OF PERRIS

By: _____
Mayor

ATTEST:

City Clerk

Dated: _____

CITY OF RIVERSIDE

By: Terry Trujillo
Mayor

ATTEST:

KAREN E. LINDQUIST
City Clerk

APPROVED AS TO FORM

Clarice Luning
ASST. CITY ATTORNEY.

BY Mary A. McFwee
ASSISTANT CITY CLERK

Dated: 5-11-93

CITY OF TEMECULA

By: 
Mayor

ATTEST:


City Clerk

Dated: _____

COUNTY OF RIVERSIDE

By: _____
Chairperson, Board of Supervisors

ATTEST:

Secretary, Riverside County
Habitat Conservation Agency

Dated: _____

CITY OF TEMECULA

By: _____
Mayor

ATTEST:

City Clerk

Dated: June 1, 1993

COUNTY OF RIVERSIDE

Facsimile Signature
affixed by Clerk per
Sec. 25103 Gov. Code

By: Patricia A. Larson
Chairperson, Board of Supervisors

ATTEST:

GERALD A. MALONEY, Clerk

Margaret Brown
DEPUTY
Clerk of the Board of Supervisors

FORM APPROVED
COUNTY COUNSEL

JUN 10 1993

BY K. Watts-Bazan

THIRD AMENDMENT TO JOINT EXERCISE
OF POWERS AGREEMENT CREATING RIVERSIDE
COUNTY HABITAT CONSERVATION AGENCY

CLERK'S COPY
APR 30 1991

This THIRD AMENDMENT TO JOINT EXERCISE OF POWERS AGREEMENT CREATING RIVERSIDE COUNTY HABITAT CONSERVATION AGENCY ("Second Amendment") is made by and between THE COUNTY OF RIVERSIDE, THE CITY OF RIVERSIDE, THE CITY OF HEMET, THE CITY OF LAKE ELSINORE, THE CITY OF MORENO VALLEY, THE CITY OF PERRIS, THE CITY OF TEMECULA, and THE CITY OF CORONA.

R E C I T A L S

WHEREAS, THE COUNTY OF RIVERSIDE, THE CITY OF HEMET, THE CITY OF LAKE ELSINORE, THE CITY OF MORENO VALLEY, THE CITY OF PERRIS and THE CITY OF RIVERSIDE, ("original member agencies") entered into that certain agreement entitled JOINT EXERCISE OF POWERS AGREEMENT CREATING RIVERSIDE COUNTY HABITAT CONSERVATION AGENCY ("Original Agreement"); and

WHEREAS, THE FIRST AMENDMENT TO JOINT EXERCISE OF POWERS AGREEMENT CREATING RIVERSIDE COUNTY HABITAT CONSERVATION AGENCY made THE CITY OF TEMECULA a party to the original Agreement; and

WHEREAS, the CITY OF CORONA has executed a MEMORANDUM OF UNDERSTANDING specifying the obligations of the CITY OF CORONA for contributions toward Agency expenditures and assets, as

provided in Section 3.5 "Additional Members" of the Original Agreement; and

WHEREAS, the original member agencies, the CITY OF TEMECULA, and THE CITY OF CORONA desire to amend the Original Agreement to add the CITY OF CORONA as a member agency;

THE PARTIES AGREE AS FOLLOWS:

I. Section 1, "PARTIES AND DATE" of the Original Agreement is amended to read as follows:

"1. PARTIES.

This Agreement is made by and between THE COUNTY OF RIVERSIDE, THE CITY OF HEMET, THE CITY OF LAKE ELSINORE, THE CITY OF MORENO VALLEY, THE CITY OF PERRIS, THE CITY OF RIVERSIDE, THE CITY OF TEMECULA, and THE CITY OF CORONA hereinafter collectively called the "Member Agencies" for the acquisition, administration, operation and maintenance of land and facilities for ecosystem conservation and habitat reserves for the Stephens' kangaroo rat and other listed or candidate threatened or endangered species."

II. The terms and conditions of the Original Agreement not expressly amended by this Third Amendment continue in full force and effect.

III. This Third Amendment shall become effective upon both its execution by all of the parties and the recordation by the executive officer of the Riverside County Local Agency Formation Commission of a certificate of completion on Annexation No. 72 to the City of Corona in substantially the same form as the application for that application stood amended on January 1, 1991.

IN WITNESS WHEREOF, the parties have executed this Third Amendment as of the date last set forth below and agree to abide by its terms from this date forward.

Dated: 4/30/91

ATTEST: GERALD A. MALONEY
CLERK of the BOARD OF SUPERVISORS
County of Riverside, State of California

[Signature]
Clerk of the Board

COUNTY OF RIVERSIDE

By: [Signature]
Chairman, Board of Supervisors

Dated: _____

ATTEST: _____

City Clerk

CITY OF CORONA

By: _____
Mayor

Dated: _____

ATTEST: _____

City Clerk

CITY OF HEMET

By: _____
Mayor

FORM APPROVED.
COUNTY COUNSEL

APR 22 1991

BY K. Watts

III. This Third Amendment shall become effective upon both its execution by all of the parties and the recordation by the executive officer of the Riverside County Local Agency Formation Commission of a certificate of completion on Annexation No. 72 to the City of Corona in substantially the same form as the application for that application stood amended on January 1, 1991.

IN WITNESS WHEREOF, the parties have executed this Third Amendment as of the date last set forth below and agree to abide by its terms from this date forward.

Dated: _____

COUNTY OF RIVERSIDE

ATTEST:

Clerk of the Board

By: _____
Chairman, Board of Supervisors

Dated: September 18, 1991

CITY OF CORONA

ATTEST:

Diede D. Singerfelt
City Clerk

By: S. R. Aldape
Mayor

Dated: _____

CITY OF HEMET

ATTEST:

City Clerk

By: _____
Mayor

III. This Third Amendment shall become effective upon both its execution by all of the parties and the recordation by the executive officer of the Riverside County Local Agency Formation Commission of a certificate of completion on Annexation No. 72 to the City of Corona in substantially the same form as the application for that application stood amended on January 1, 1991.

IN WITNESS WHEREOF, the parties have executed this Third Amendment as of the date last set forth below and agree to abide by its terms from this date forward.

Dated: _____

COUNTY OF RIVERSIDE

ATTEST:

Clerk of the Board

By: _____
Chairman, Board of Supervisors

Dated: _____

CITY OF CORONA

ATTEST:

City Clerk

By: _____
Mayor

Dated: 8-14-91

CITY OF HEMET

ATTEST:

Brenda C. Carpenter
City Clerk

By: [Signature]
Mayor

Dated: 9/15/95

ATTEST:
[Signature]
City Clerk

CITY OF LAKE ELSINORE

By: [Signature]
Mayor

Dated: _____

ATTEST:

City Clerk

CITY OF MORENO VALLEY

By: _____
Mayor

Dated: _____

ATTEST:

City Clerk

CITY OF PERRIS

By: _____
Mayor

Dated: _____

ATTEST:

City Clerk

CITY OF RIVERSIDE

By: _____
Mayor

Dated: _____

ATTEST:

City Clerk

CITY OF TEMECULA

By: _____
Mayor

Dated: _____

ATTEST:

City Clerk

Dated: September 17, 1991

ATTEST:

[Handwritten signature]

City Clerk

Dated: _____

ATTEST:

City Clerk

Dated: _____

ATTEST:

City Clerk

Dated: _____

ATTEST:

City Clerk

CITY OF LAKE ELSINORE

By: _____
Mayor

CITY OF MORENO VALLEY

By: *Judith C. Heeburger*
Mayor

APPROVED _____
Date: 9/17/91
By: *[Signature]*
City Attorney
Moreno Valley

CITY OF PERRIS

By: _____
Mayor

CITY OF RIVERSIDE

By: _____
Mayor

CITY OF TEMECULA

By: _____
Mayor

Dated: _____

ATTEST:

City Clerk

CITY OF LAKE ELSINORE

By: _____
Mayor

Dated: _____

ATTEST:

City Clerk

CITY OF MORENO VALLEY

By: _____
Mayor

Dated: 8.28.91

ATTEST:

[Signature]
City Clerk

CITY OF PERRIS

By: *Thelma H. Wilson*
Mayor

Dated: _____

ATTEST:

City Clerk

CITY OF RIVERSIDE

By: _____
Mayor

Dated: _____

ATTEST:

City Clerk

CITY OF TEMECULA

By: _____
Mayor

Dated: _____

ATTEST:

City Clerk

CITY OF LAKE ELSINORE

By: _____
Mayor

Dated: _____

ATTEST:

City Clerk

CITY OF MORENO VALLEY

By: _____
Mayor

Dated: _____

ATTEST:

City Clerk

CITY OF PERRIS

By: *Ronald L. Luedge*
Mayor

Dated: OCT 20 1995

ATTEST:

Karen E. Lindquist
City Clerk

CITY OF RIVERSIDE

By: *Ronald Luedge*
Mayor

Dated: _____

ATTEST:

City Clerk

CITY OF TEMECULA

By: _____
Mayor

APPROVED AS TO FORM

Kathleen M. Gonzales
ASS. CITY ATTORNEY

Dated: _____

ATTEST:

City Clerk

CITY OF LAKE ELSINORE

By: _____
Mayor

Dated: _____

ATTEST:

City Clerk

CITY OF MORENO VALLEY

By: _____
Mayor

Dated: _____

ATTEST:

City Clerk

CITY OF PERRIS

By: _____
Mayor

Dated: _____

ATTEST:

City Clerk

CITY OF RIVERSIDE

By: _____
Mayor

Dated: 9/17/91

ATTEST:

Jane S. Greed
City Clerk

CITY OF TEMECULA

By: *Ron H. Park*
Mayor

Dated: _____

ATTEST:

City Clerk

CITY OF LAKE ELSINORE

By: _____
Mayor

Dated: _____

ATTEST:

City Clerk

CITY OF MORENO VALLEY

By: _____
Mayor

Dated: _____

ATTEST:

City Clerk

CITY OF PERRIS

By: _____
Mayor

Dated: _____

ATTEST:

City Clerk

CITY OF RIVERSIDE

By: _____
Mayor

Dated: _____

ATTEST:

City Clerk

CITY OF TEMECULA

By: _____
Mayor

**FIFTH AMENDMENT TO JOINT EXERCISE
OF POWERS AGREEMENT CREATING RIVERSIDE
COUNTY HABITAT CONSERVATION AGENCY**

THIS FIFTH AMENDMENT TO JOINT EXERCISE OF POWERS AGREEMENT CREATING RIVERSIDE COUNTY HABITAT CONSERVATION AGENCY ("Fifth Amendment") is made by and between THE COUNTY OF RIVERSIDE, THE CITY OF RIVERSIDE, THE CITY OF HEMET, THE CITY OF LAKE ELSINORE, THE CITY OF MORENO VALLEY, THE CITY OF PERRIS, THE CITY OF TEMECULA, and THE CITY OF CORONA (collectively referred to as the "Parties" or the "Member Agencies").

RECITALS

WHEREAS, THE COUNTY OF RIVERSIDE, THE CITY OF HEMET, THE CITY OF LAKE ELSINORE, THE CITY OF MORENO VALLEY, THE CITY OF PERRIS and THE CITY OF RIVERSIDE entered into that certain agreement entitled Joint Exercise Of Powers Agreement Creating Riverside County Habitat Conservation Agency (the "Agreement"); and

WHEREAS, the First Amendment To Joint Exercise Of Powers Agreement Creating Riverside County Habitat Conservation Agency made THE CITY OF TEMECULA a party to the Agreement; and

WHEREAS, the Third Amendment To Joint Exercise Of Powers Agreement Creating Riverside County Habitat Conservation Agency made THE CITY OF CORONA a party to the Agreement; and

WHEREAS, the Member Agencies desire to further amend the Agreement as follows.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. The last sentence of the last paragraph of Section 3.6 "Board of Directors" is hereby deleted and replaced by the following:

"Members of the Board and their alternates shall be entitled to compensation in the amount of One Hundred Dollars (\$100.00) per meeting for attendance at and participation in regular and special meetings of the Board. Except as hereinabove expressly provided, members of the Board and their alternates shall not be entitled to any other salary or compensation for attendance at or participation in meetings of the Board or for any similar services rendered on behalf of the Agency."

2. The terms and conditions of the Agreement not expressly amended by this Fifth Amendment shall continue in full force and effect.

3. This Fifth Amendment shall become effective on the date that execution of this Fifth Amendment is authorized by the last of the governing bodies of the Member Agencies.

IN WITNESS WHEREOF, the Parties have executed this Fifth Amendment as of the date last set forth below and agree to abide by its terms from that date forward.

Dated: _____

COUNTY OF RIVERSIDE

Attest:

Clerk of the Board

By: _____
Chairman, Board of Supervisors

Dated: _____

CITY OF RIVERSIDE

Attest:

City Clerk

By: _____
Mayor

(Signature page continued)

Dated: _____

CITY OF HEMET

Attest:

City Clerk

By: _____

Mayor

Dated: _____

CITY OF LAKE ELSINORE

Attest:

City Clerk

By: _____

Mayor

Dated: _____

CITY OF MORENO VALLEY

Attest:

City Clerk

By: _____

Mayor

Dated: _____

CITY OF PERRIS

Attest:

City Clerk

By: _____

Mayor

Dated: _____

CITY OF TEMECULA

Attest:

City Clerk

By: _____

Mayor

Dated: _____

CITY OF CORONA

Attest:

City Clerk

By: _____

Mayor

**FIFTH AMENDMENT TO JOINT EXERCISE
OF POWERS AGREEMENT CREATING RIVERSIDE
COUNTY HABITAT CONSERVATION AGENCY**

THIS FIFTH AMENDMENT TO JOINT EXERCISE OF POWERS AGREEMENT CREATING RIVERSIDE COUNTY HABITAT CONSERVATION AGENCY ("Fifth Amendment") is made by and between THE COUNTY OF RIVERSIDE, THE CITY OF RIVERSIDE, THE CITY OF HEMET, THE CITY OF LAKE ELSINORE, THE CITY OF MORENO VALLEY, THE CITY OF PERRIS, THE CITY OF TEMECULA, and THE CITY OF CORONA (collectively referred to as the "Parties" or the "Member Agencies").

RECITALS

WHEREAS, THE COUNTY OF RIVERSIDE, THE CITY OF HEMET, THE CITY OF LAKE ELSINORE, THE CITY OF MORENO VALLEY, THE CITY OF PERRIS and THE CITY OF RIVERSIDE entered into that certain agreement entitled Joint Exercise Of Powers Agreement Creating Riverside County Habitat Conservation Agency (the "Agreement"); and

WHEREAS, the First Amendment To Joint Exercise Of Powers Agreement Creating Riverside County Habitat Conservation Agency made THE CITY OF TEMECULA a party to the Agreement; and

WHEREAS, the Third Amendment To Joint Exercise Of Powers Agreement Creating Riverside County Habitat Conservation Agency made THE CITY OF CORONA a party to the Agreement; and

WHEREAS, the Member Agencies desire to further amend the Agreement as follows.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. The last sentence of the last paragraph of Section 3.6 "Board of Directors" is hereby deleted and replaced by the following:

Dated: _____

Attest:

City Clerk

CITY OF HEMET

By: _____
Mayor

CITY OF LAKE ELSINORE

By: _____
Mayor

CITY OF MORENO VALLEY

By: _____
Mayor

CITY OF PERRIS

By: _____
Mayor

CITY OF TEMECULA

By: _____
Mayor

CITY OF CORONA

By: _____
Mayor

Riverside County Habitat Conservation Agency

City of Corona ♦ City of Hemet ♦ City of Lake Elsinore ♦ City of Moreno Valley ♦ City of Perris
City of Riverside ♦ City of Temecula ♦ County of Riverside

December 8, 1993

Ms. Sandra Massa-Lavitt
Planning/City of Hemet
450 E. Latham Ave.
Hemet, CA 92543

**RE: FIFTH AMENDMENT TO THE JOINT EXERCISE OF POWERS AGREEMENT
CREATING THE RIVERSIDE COUNTY HABITAT CONSERVATION AGENCY**

Dear RCHCA Members;

The RCHCA Board, at its September 16, 1993 Board meeting, approved a fifth amendment to its Joint Powers Agreement. The amendment entitles members of the Board and their alternates to receive compensation in the amount of \$100.00 for the attendance at and participation in regular and special meetings of the RCHCA Board.

Please have the appropriate official in your jurisdiction execute/sign all ten (10) sets of the enclosed fifth amendment to the Joint Powers Agreement Creating the RCHCA. Return each of the ten complete sets to our offices. When we have received all of the signature pages from each of the jurisdictions, we will facilitate the distribution of one complete and signed original to you for your files.

If you have any questions please feel free to contact me at (909) 275-1131.

Thank you for your timely attention to this matter.

Sincerely,



Kristi Lovelady, Administrative Analyst
RCHCA

Enclosures

*Ms. Olivia Gutierrez
Dir. of Planning
101 North "D" Street
Perris, CA 92570

Mr. Paul Gill
Community Development Director
P.O. Box 88005
Moreno Valley, CA 92552-0805

Mr. Wm Ketteiman *Planning Dir.*
815 West 6th St.
Corona, CA 91720

Mr. Steven Whyld
Planning Department
City of Riverside
3900 Main Street
Riverside, CA 92522

Mr. Gary Thornhill
Planning Director
City of Temecula
43174 Business Park Drive
Temecula, CA 92590-3606

Mr. Chip Leslie
Planning Director
City of Lake Elsinore
130 S. Main
Lake Elsinore, CA 92530

Ms. Aleta Laurence
Planning Director
County of Riverside
4080 Lemon St., 9th Fl.
Riverside, CA 92501

Ms. Sandra Massa-Lavitt
Planning/City of Hemet
450 E. Latham Ave.
Hemet, CA 92543

Sup. 16, 1993
6.2

Chairman Goldberg, Ms. Pearson, Ms. Gutierrez, and Mr. Buster indicated that compensation was not necessary for them since their respective agencies paid them a salary and these meetings were recognized as part of their responsibilities.

Mr. Parks remarked that considerable time and effort is expended by RCHCA Board members and it is reasonable to receive some form of compensation. Mr. Lopez agreed, noting that this is the only governing body on which he serves that does not provide compensation. He also observed that not all of the regular Board members are compensated by their cities for attendance to RCHCA business.

Chairman Goldberg indicated that since he is compensated by the City of Hemet for attending RCHCA Board meetings, any payments he may receive from the RCHCA would be forwarded to the City. Several Board members felt that such an arrangement would be appropriate to reimburse member agencies for payments made to those sitting on the RCHCA Board.

Mr. Michael Rowe expressed his support for payment of modest compensation to Board members.

Ms. Anne Dennis of the Sierra Club commented that a stipend for Board members would be appropriate, but in light of limited funding she urged that compensation be held to a modest level.

Motion: Ms. Pearson moved to provide compensation in the amount of \$50 per Board meeting attended, with similar compensation paid for attendance at in-state meetings.

Seconded by Ms. Crothers

Mr. Parks asked Ms. Pearson if she would consider amending her motion to set the amount of compensation at \$100 per Board Meeting. Ms. Pearson agreed to amend her motion as requested by Mr. Parks.

Amended Motion: Ms. Pearson moved to provide compensation in the amount of \$100 per Board meeting attended, with similar compensation paid for attendance at in-state meetings.

Seconded by Ms. Crothers.

Mr. Olivier asked whether the Board's intent is to provide compensation only for Board meetings actually attended. Ms. Pearson replied that such was her intent.

Mr. Loew then noted that the adopted RCHCA Travel Policy provides for reimbursement of expenses incurred by Board members for attendance at meetings other than regular Board meetings. In light of that he asked whether Ms. Pearson's motion is intended to cover only Board meetings.

COUNTY COUNSEL



Memorandum

TO: Kristi Lovelady, Administrative Analyst DATE: February 10, 1994
Riverside County Habitat Conservation Agency

FROM: Karin Watts-Bazan, Deputy County Counsel *KWB*

RE: Fifth Amendment to Joint Powers Agreement

It is our understanding that the City of Moreno Valley denied approval of the above-referenced amendment to the "Joint Exercise of Powers Agreement Creating the Riverside County Habitat Conservation Agency". Consequently, we will not be conducting any further review of this matter.

However, please be advised that we have concerns regarding the legality of compensating RCHCA Board Members for attendance at RCHCA Board meetings should this issue be raised again at some future date. We therefore recommend that your legal counsel research this matter before submitting any similar amendment to the member agencies for their approval.

If you have any questions, please do not hesitate to contact me.

KWB

**SIXTH AMENDMENT TO JOINT EXERCISE
OF POWERS AGREEMENT CREATING RIVERSIDE
COUNTY HABITAT CONSERVATION AGENCY**

THIS SIXTH AMENDMENT TO JOINT EXERCISE OF POWERS AGREEMENT CREATING RIVERSIDE COUNTY HABITAT CONSERVATION AGENCY ("Sixth Amendment") is made by and among the COUNTY OF RIVERSIDE, the CITY OF CORONA, the CITY OF HEMET, the CITY OF LAKE ELSINORE, the CITY OF MORENO VALLEY, the CITY OF MURRIETA, the CITY OF PERRIS, the CITY OF RIVERSIDE, and the CITY OF TEMECULA (collectively referred to as the "Parties" or the "Member Agencies").

RECITALS

WHEREAS, the Member Agencies are each members of the Riverside County Habitat Conservation Agency ("RCHCA"); and

WHEREAS, The Joint Exercise of Powers Agreement Creating The Riverside County Habitat Conservation Agency, dated September 12, 1989 and each previous amendment thereto (collectively, the "Agreement") is the primary document which governs the affairs of the RCHCA; and

WHEREAS, the Member Agencies desire to further amend the Agreement to add the CITY OF MURRIETA as a Member Agency; and

WHEREAS, the CITY OF MURRIETA has executed a MEMORANDUM OF UNDERSTANDING with the other Member Agencies which sets forth the obligations of the CITY OF MURRIETA as required in Section 3.5, "Additional Members", of the Agreement;

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. Section 1 of the Agreement is amended in its entirety to read as follows:

1. PARTIES

This Agreement is made by and between the COUNTY OF RIVERSIDE, THE CITY OF CORONA, THE CITY OF HEMET, THE CITY OF LAKE ELSINORE, THE CITY OF MORENO VALLEY, THE CITY OF MURRIETA, THE CITY OF PERRIS, THE CITY OF TEMECULA, and THE CITY OF RIVERSIDE (hereinafter collectively called the "Member Agencies"), for the acquisition, administration, operation and maintenance of land and facilities for ecosystem conservation and habitat reserves for the Stephens' Kangaroo Rat and other species which have been listed as threatened or endangered or which are candidates for such listing pursuant to the laws of the United States or the State of California.

2. The terms and conditions of the Agreement not expressly amended by this Sixth Amendment shall continue in full force and effect.

3. This Sixth Amendment shall become effective on the date that execution of this Sixth Amendment is authorized by the last of the governing bodies of each of the Member Agencies.

IN WITNESS WHEREOF, the Parties have executed this Sixth Amendment as of the date last set forth below and agree to abide by its terms from that date forward.

Dated: _____

COUNTY OF RIVERSIDE

Attest:

Clerk of the Board

By: _____
Chairman, Board of Supervisors

Dated: July 26, 1995

CITY OF RIVERSIDE

Attest:

Karen E. Lindquist
City Clerk

By: Ronald Lorenz
Mayor

APPROVED AS TO FORM

Kathleen M. Gonzal
ASST. CITY ATTORNEY

Dated: _____

CITY OF HEMET

Attest:

City Clerk

By: _____
Mayor

Dated: _____

CITY OF LAKE ELSINORE

Attest:

City Clerk

By: _____
Mayor

(Signature Page Continued)

3. This Sixth Amendment shall become effective on the date that execution of this Sixth Amendment is authorized by the last of the governing bodies of each of the Member Agencies.

IN WITNESS WHEREOF, the Parties have executed this Sixth Amendment as of the date last set forth below and agree to abide by its terms from that date forward.

Dated: _____

COUNTY OF RIVERSIDE

Attest:

Clerk of the Board

By: _____
Chairman, Board of Supervisors

Dated: _____

CITY OF RIVERSIDE

Attest:

City Clerk

By: _____
Mayor

Dated: August 13, 1995

CITY OF HEMET

Attest:

Deirdre C. ...
City Clerk

By: *Marge Jandy*
Mayor

Dated: _____

CITY OF LAKE ELSINORE

Attest:

City Clerk

By: _____
Mayor

(Signature Page Continued)

3. This Sixth Amendment shall become effective on the date that execution of this Sixth Amendment is authorized by the last of the governing bodies of each of the Member Agencies.

IN WITNESS WHEREOF, the Parties have executed this Sixth Amendment as of the date last set forth below and agree to abide by its terms from that date forward.

Dated: _____

COUNTY OF RIVERSIDE

Attest:

Clerk of the Board

By: _____
Chairman, Board of Supervisors

Dated: _____

CITY OF RIVERSIDE

Attest:

City Clerk

By: _____
Mayor

Dated: _____

CITY OF HEMET

Attest:

City Clerk

By: _____
Mayor

Dated: June 28, 1995

CITY OF LAKE ELSINORE

Attest:

Sueki Kasad
City Clerk

By: Ray M. Wood
Mayor

(Signature Page Continued)

Dated: 7/12/95

CITY OF MORENO VALLEY

Attest:

Approved as to Form

W.A. Cohen Assistant
City Clerk

Date 6/29/95

By [Signature]

City Attorney
Moreno Valley

Dated: _____

CITY OF PERRIS

Attest:

City Clerk

By: _____
Mayor

Dated: _____

CITY OF TEMECULA

Attest:

City Clerk

By: _____
Mayor

Dated: _____

CITY OF CORONA

Attest:

City Clerk

By: _____
Mayor

Dated: _____

CITY OF MURRIETA

Attest:

City Clerk

By: _____
Mayor

Dated: _____

CITY OF MORENO VALLEY

Attest:

City Clerk

By: _____

Mayor

Dated: _____ 12 June 1995

CITY OF PERRIS

Attest:



City Clerk

By: _____

Mayor

Dated: _____

CITY OF TEMECULA

Attest:

City Clerk

By: _____

Mayor

Dated: _____

CITY OF CORONA

Attest:

City Clerk

By: _____

Mayor

Dated: _____

CITY OF MURRIETA

Attest:

City Clerk

By: _____

Mayor

Dated: _____

CITY OF MORENO VALLEY

Attest:

City Clerk

By: _____
Mayor

Dated: _____

CITY OF PERRIS

Attest:

City Clerk

By: _____
Mayor

Dated: June 27, 1995

CITY OF TEMECULA

Attest:

[Signature]
City Clerk

By: *[Signature]*
Mayor

Dated: _____

CITY OF CORONA

Attest:

City Clerk

By: _____
Mayor

Dated: _____

CITY OF MURRIETA

Attest:

City Clerk

By: _____
Mayor

Dated: _____

CITY OF MORENO VALLEY

Attest:

City Clerk

By: _____
Mayor

Dated: _____

CITY OF PERRIS

Attest:

City Clerk

By: _____
Mayor

Dated: _____

CITY OF TEMECULA

Attest:

City Clerk

By: _____
Mayor

Dated: June 7, 1995

CITY OF CORONA

Attest:

Diede S. Lingenfelter
City Clerk

By: J.P. Bennett
Mayor

Dated: _____

CITY OF MURRIETA

Attest:

City Clerk

By: _____
Mayor

Dated: _____

CITY OF MORENO VALLEY

Attest:

City Clerk

By: _____
Mayor

Dated: _____

CITY OF PERRIS

Attest:

City Clerk

By: _____
Mayor

Dated: _____

CITY OF TEMECULA

Attest:

City Clerk

By: _____
Mayor

Dated: _____

CITY OF CORONA

Attest:

City Clerk

By: _____
Mayor

Dated: August 1, 1995

CITY OF MURRIETA

Attest:

A. Kay Vinson
City Clerk

By: J. Alan Hoates
Mayor

1 SEVENTH AMENDMENT TO JOINT EXERCISE OF POWERS AGREEMENT CREATING
2 THE RIVERSIDE COUNTY HABITAT CONSERVATION AGENCY

3 THIS SEVENTH AMENDMENT TO JOINT EXERCISE OF POWERS AGREEMENT CREATING
4 THE RIVERSIDE COUNTY HABITAT CONSERVATION AGENCY ("Seventh Amendment") is made
5 by and between the County of Riverside, the City of Corona, the City of Hemet, the City of Lake
6 Elsinore, the City of Moreno Valley, the City of Murrieta, the City of Perris, the City of Riverside and the
7 City of Temecula (collectively referred to as the "Parties" or the "Member Agencies").

8 RECITALS

9
10 WHEREAS, the County of Riverside, the City of Hemet, the City of Lake Elsinore, the City of
11 Moreno Valley, the City of Perris and the City of Riverside entered into that certain agreement entitled
12 Joint Exercise of Powers Agreement Creating the Riverside County Habitat Conservation Agency (the
13 "Agreement"); and

14 WHEREAS, the First Amendment to Joint Exercise of Powers Agreement Creating the Riverside
15 County Habitat Conservation Agency made the City of Temecula a party to the Agreement; and

16 WHEREAS, the Third Amendment to Joint Exercise of Powers Agreement Creating the Riverside
17 County Habitat Conservation Agency made the City of Corona a party to the Agreement; and

18 WHEREAS, the Sixth Amendment to Joint Exercise of Powers Agreement Creating the Riverside
19 County Habitat Conservation Agency made the City of Murrieta a party to the Agreement; and

20 WHEREAS, the Member Agencies desire to further amend the Agreement.

21 NOW, THEREFORE, the Parties agree as follows:

- 22 1. The last sentence of the last paragraph of Section 3.6 is hereby amended to read as follows:
23 "Members of the Board and their alternates shall be entitled to compensation in the amount
24 of One Hundred Dollars (\$100.00) per meeting and mileage for attendance at and participation in regular
25 and special meetings of the Board. Except as hereinabove expressly provided, members of the Board and
26 their alternates shall not be entitled to any other salary or compensation for attendance at or participation
27 in meetings of the Board or for any similar services rendered on behalf of the Agency."
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2. The last sentence of Section 3.10.1 is hereby amended to read as follows:

"All mitigation fees collected for the Stephens' kangaroo rat from and after the effective date of this Agreement shall be forwarded to the Agency on or before July 1, October 1, January 1 and April 1 of each fiscal year."

3. Section 3.13 of this Agreement shall be deleted in its entirety.

4. The terms and conditions of the Agreement not expressly amended by this Seventh Amendment shall continue in full force and effect.

5. This Seventh Amendment shall become effective on the date that execution of this Seventh Amendment is authorized by the last of the governing bodies of the Member Agencies.

IN WITNESS WHEREOF, the Parties have executed this Seventh Amendment as of the date last set forth below and agree to abide by its terms from that date forward.

Dated: FEB 11 2003

COUNTY OF RIVERSIDE

Attest:

Clerk of the Board

By: 
Chairman, Board of Supervisors
JOHN TAVAGLIONE

Dated: _____

CITY OF CORONA

Attest:

City Clerk

By: _____
Mayor

Dated: _____

CITY OF HEMET

Attest:

City Clerk

By: _____
Mayor

///

1 2. The last sentence of Section 3.10.1 is hereby amended to read as follows:

2 "All mitigation fees collected for the Stephens' kangaroo rat from and after the effective
3 date of this Agreement shall be forwarded to the Agency on or before July 1, October 1, January 1 and
4 April 1 of each fiscal year."

5 3. Section 3.13 of this Agreement shall be deleted in its entirety.

6 4. The terms and conditions of the Agreement not expressly amended by this Seventh
7 Amendment shall continue in full force and effect.

8 5. This Seventh Amendment shall become effective on the date that execution of this Seventh
9 Amendment is authorized by the last of the governing bodies of the Member Agencies.

10 IN WITNESS WHEREOF, the Parties have executed this Seventh Amendment as of the
11 date last set forth below and agree to abide by its terms from that date forward.

12
13 Dated: _____

COUNTY OF RIVERSIDE

14 Attest:

15
16 _____
Clerk of the Board

By: _____
Chairman, Board of Supervisors

17
18 Dated: 3-21-03

CITY OF CORONA

19 Attest:

20 *Diana B. Watson*
City Clerk

By: *[Signature]*
Mayor

21
22 Dated: _____

CITY OF HEMET

23 Attest:

24
25 _____
City Clerk

By: _____
Mayor

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27 ///

1 **EIGHTH AMENDMENT TO JOINT EXERCISE OF POWERS AGREEMENT CREATING THE**
2 **RIVERSIDE COUNTY HABITAT CONSERVATION AGENCY**
3 **(Revised: September 29, 2005)**

4 THIS EIGHTH AMENDMENT TO JOINT EXERCISE OF POWERS AGREEMENT CREATING THE
5 RIVERSIDE COUNTY HABITAT CONSERVATION AGENCY (“Eighth Amendment”) is made by
6 and between the County of Riverside, the City of Corona, the City of Hemet, the City of Lake Elsinore,
7 the City of Moreno Valley, the City of Murrieta, the City of Perris, the City of Riverside and the City of
8 Temecula (collectively referred to as the “Parties” or the “Member Agencies”).

9 RECITALS

10 WHEREAS, the County of Riverside, the City of Hemet, the City of Lake Elsinore, the City of
11 Moreno Valley, the City of Perris and the City of Riverside entered into that certain agreement entitled
12 Joint Exercise of Powers Agreement Creating the Riverside County Habitat Conservation Agency (the
13 “Agreement”); and

14 WHEREAS, the First Amendment to Joint Exercise of Powers Agreement Creating the Riverside
15 County Habitat Conservation Agency made the City of Temecula a party to the Agreement; and

16 WHEREAS, the Third Amendment to Joint Exercise of Powers Agreement Creating the Riverside
17 County Habitat Conservation Agency made the City of Corona a party to the Agreement; and

18 WHEREAS, the Sixth Amendment to Joint Exercise of Powers Agreement Creating the Riverside
19 County Habitat Conservation Agency made the City of Murrieta a party to the Agreement; and

20 WHEREAS, the Riverside County Habitat Conservation Agency (“Agency”) desires to ensure a
21 consistent flow of fee revenues to support its operations, consistent with the intent of the Stephens’
22 Kangaroo Rat Habitat Conservation Plan (“SKR HCP”), the SKR HCP Implementation Agreement
23 (“IA”), and the JPA; and

24 WHEREAS, the Authority desires to provide maximum clarity to the Member Agencies regarding
25 requirements for remitting Stephens’ Kangaroo Rat (“SKR”) Mitigation Fees, as defined in Section III
26 2.b. of the IA; and
27
28

1 WHEREAS, the Member Agencies desire to further amend the Agreement.

2 NOW, THEREFORE, the Parties agree as follows:

3 1. The last sentence of Section 3.10.1 is hereby amended to read as follows:

4 "All mitigation fees collected for the Stephens' kangaroo rat from and after the effective
5 date of this Agreement shall be forwarded to the Agency for the period of April 1 through June 30 before
6 July 31, for the period of July 1 through September 30 before October 31, for the period of October 1
7 through December 31 before January 31 and for the period of January 1 through March 31 before April 30
8 of each fiscal year."

9 2. The following shall be added after the last sentence of Section 3.10.1

10 A. NO WITHHOLDING. The County and the Cities may not recover the costs of
11 administering the provisions of their SKR Mitigation Fee ordinance using the Local
12 Development Mitigation Fee revenues generated by them through said ordinance.

13 B. AUDIT. Pursuant to Section 19.A. of the JPA, the County and the Cities shall
14 maintain complete and accurate records with respect to all Local Development
15 Mitigation Fees collected under their Local Development Mitigation Fee ordinance.
16 All such records shall be clearly identifiable. The County and the Cities shall allow a
17 representative of the Authority during normal business hours to examine, audit, and
18 make transcripts or copies of such records.

19 C. BREACH OF OBLIGATIONS. If the County or the Cities fail to remit on at least a
20 quarterly basis as required in Section 3.10.1, above, within 30 days of the due date as
21 set forth herein, any delinquent amounts will be assessed interest at the rate of
22 RCHCA's prevailing rate for invested funds.

23 D. PROCESS FOR NOTIFICATION OF DELINQUENCY. The following guide for
24 notification of delinquency is established:

25 a. RCHCA staff will notify, in writing, the City Manager of any jurisdiction within 15
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28

1 days of not receiving a remittance fee within the time period set forth in Section
2 3.10.1, above.

- 3 b. After an additional 30 days, RCHCA staff will notify the jurisdiction again with an
- 4 accompanying invoice for the approximate amount owed plus interest and
- 5 penalties;
- 6
- 7 c. RCHCA staff will continue this notification until the 90 day mark, at which time
- 8 RCHCA will determine if an audit of the jurisdiction's SKR Mitigation Fee
- 9 account, general ledger and any other financial data is necessary to determine the
- 10 amount owed, the cause of the delay, and make any recommendations to resolve
- 11 the issue; and
- 12
- 13 d. If an audit is required due to irregularities in reporting and remittance the
- 14 jurisdiction will incur the cost of the audit.

15 3. The terms and conditions of the Agreement not expressly amended by this Eighth
16 Amendment shall continue in full force and effect.

17 4. This Eighth Amendment shall become effective on the date that execution of this Eighth
18 Amendment is authorized by the last of the governing bodies of the Member Agencies.

19 IN WITNESS WHEREOF, the Parties have executed this Eighth Amendment as of the
20 date last set forth below and agree to abide by its terms from that date forward.

21
22 Dated: FEB 28 2006

COUNTY OF RIVERSIDE

23 Attest:
24 *Schlemmer*
25 Clerk of the Board

By: *Bob Buster*
Chairman, Board of Supervisors

BOB BUSTER

26
27 Dated: _____

CITY OF CORONA

28 Attest:

By: _____

Agenda Item No. 7.4**Approval of the Restated and Amended Joint Exercise of Powers Agreement****Background:**

The Joint Exercise of Powers Agreement (JPA) was established in 1990 for the purpose of creating a public agency – the Riverside County Habitat Conservation Agency (RCHCA), to plan for, acquire, administer, operate, and maintain land and facilities for ecosystem conservation and habitat reserves to implement a habitat conservation plan for the Stephens' kangaroo rat and other listed or candidate threatened or endangered species. This constitutes the 10th Amendment to the JPA.

At its February 21, 2008 meeting, the Board approved the 9th Amendment to the JPA. This amendment provided the following:

1. The authority for the General Manager to enter into Agreements that do not exceed \$25,000 and to execute non-substantive Amendments where there is no change to the maximum obligation amount or the scope of work in the Agreement; and
2. The requirement that all Board Members be elected officials representing the Member Agencies; and
3. In order to simplify the JPA for ease of understanding, the Agreement was incorporated into one working document inclusive of all Amendments to date.

The City of Riverside identified areas in the proposed JPA which prevented them from taking the document forward. As a result of this action, the 9th Amendment to the JPA was not approved by unanimous vote of the Member Agencies.

RCHCA staff, with the support of Counsel, has determined that it is now necessary to amend the document to allow for additional provisions as outlined below:

1. The document should be entitled "Restated and Amended" because it incorporates the original document and all amendments thereto, as well as amending it with new terms.
2. Add Section 2.1, Agreement, to read as follows, "This Agreement hereby restates the Agreement created on May 15, 1990, and includes all prior amendments thereto as follows:

Amendment #2	11/06/1990
Amendment #3	04/30/1991
Amendment #4	06/01/1993
Amendment #5	Not Approved
Amendment #6	08/01/1995
Unnumbered Amendment	06/30/1997
Amendment #7	02/11/2003
Amendment #8	02/28/2006
Amendment #9	Not Approved

This Agreement further amends the Agreement created on May 15, 1990, in the manner set forth herein:

3. Amend Section 3.6.1, Compensation, to read as follows, "Unless prohibited by law from accepting compensation, each regular and alternate member (when performing the duties of a regular member) of the Board shall be compensated at the rate of One Hundred Dollars (\$100) per day, for any portion of a day they spend attending to the business of the RCHCA, but not to exceed Four Hundred Dollars (\$400) in any given month, along with necessary traveling and personal expenses incurred in the performance of his or her duties as authorized by the Board."
4. Amend Section 3.7.1, Regular Meetings, to read as follows, "The Board shall hold at least four regular meetings per year. The dates, hours, and places of the regular meetings shall be set by the Board, and a copy of the meeting schedule shall be furnished to each Member Agency."
5. Amend Section 3.7.3, Minutes, to the following, "The Secretary of the Agency shall cause to be kept minutes of all meetings of the Board, shall submit the minutes to the Board for approval, and shall cause a copy of the approved minutes to be forwarded to each member of the Board and to each of the parties hereto."
6. Amend Section 3.8.4, General Manager, to read as follows, "The General Manager, if appointed, or such other officer or employee of the Agency, to whom the Board delegates such authority, shall have the power to appoint, promote, demote, and remove employees of the Agency subject to the provisions of the Agency's approved budget, and subject to such personnel policies as may have been adopted by the Board. The General Manager shall also have the power to enter into Agreements in an amount not to exceed Twenty-Five Thousand dollars (\$25,000) per Agreement, per fiscal year, and enter into non-substantive Amendments to such Agreements where there is no change to the maximum obligation amount or the scope of work in the Agreement in accordance with the Riverside County Purchasing Department guidelines."
7. Amend Paragraph 1 of Section 3.10.1 of the JPA, Contributions of Mitigation Fees, to read as follows, "The Member Agencies have imposed a mitigation fee on certain types of development within their jurisdictions to implement the initial habitat

conservation program for the Stephens' kangaroo rat. All mitigation fees for the Stephens' kangaroo rat collected by the Member Agencies prior to the effective date of this Agreement, less monies expended by the County for consultants' services and land acquisition, shall be deposited into the treasury of the Agency within sixty (60) days of such effective date. Monies expended by the County for consultants' services and land acquisition for the benefit of the SKR shall be included in the County's overall contribution to the Agency for purposes of calculating the County's percentage vote under Section 7.3.4 above. All mitigation fees collected for the Stephens' kangaroo rat from and after August 24, 2006, shall be forwarded to the Agency for the period of April 1 through June 30 before July 31; for the period of July 1 through September 30 before October 31; for the period of October 1 through December 31 before January 31; and for the period of January 1 through March 31 before April 30 of each fiscal year."

The RCHCA is focused on continuous enhancement of the Agency that will provide the tools and ability to streamline processes and establish a solid foundation as we move ahead.

Staff Recommendation:

Staff recommends that the Board:

1. Approve the Restated and Amended JPA,; and,
2. Authorize the General Manager to distribute said Amendment and consolidated JPA to each Member Agency for approval.

1 RESTATED AND AMENDED JOINT EXERCISE OF POWERS AGREEMENT
2 CREATING RIVERSIDE COUNTY HABITAT CONSERVATION AGENCY AND
3 INCORPORATING THE 11TH AMENDMENT TO SAID AGREEMENT
4

5 1. PARTIES AND DATE

6 This Agreement is made by and between THE COUNTY OF RIVERSIDE, THE CITY OF
7 CORONA, THE CITY OF HEMET, THE CITY LAKE ELSINORE, THE CITY OF MORENO
8 VALLEY, THE CITY OF MURRIETA, THE CITY OF PERRIS, THE CITY OF TEMECULA, THE
9 CITY OF RIVERSIDE, THE CITY OF MENIFEE, and THE CITY OF WILDOMAR (hereinafter
10 collectively called the “Member Agencies”), for the acquisition, administration, operation and
11 maintenance of land and facilities for ecosystem conservation and habitat reserves for the Stephens’
12 kangaroo rat and other species which have been listed as threatened or endangered or which are
13 candidates for such listing pursuant to the laws of the United States or the State of California. This
14 Agreement hereby restates the Agreement created on May 15, 1990, and includes all prior amendments
15 thereto including Amendment No. 1 approved on 08/20/1990, Amendment No. 2 approved on
16 11/06/1990, Amendment No. 3 approved on 04/30/1991, Amendment No. 4 approved on 06/01/1993,
17 Amendment No. 6 approved on 08/01/1995, Unnumbered Amendment approved on 06/03/1997,
18 Amendment No. 7 approved on 02/11/2003, Amendment No. 8 approved on 02/28/2006, Amendment No.
19 10 and Errata Sheet approved on 12/23/2008, Amendment No. 11 approved upon full execution by all
20 Members.

21 2. RECITALS AND DEFINITIONS

22 2.1 Parties. Each of the parties hereto is a public agency authorized and empowered to
23 contract for the joint exercise of powers under the Government Code of the State of California.

24 2.2 Power. Each of the Member Agencies has the authority and power to purchase and
25 maintain real property and to establish ecosystem conservation plans, and to design and implement habitat
26 conservation plans for the protection of the Stephens’ kangaroo rat and other listed or candidate
27 threatened or endangered species.

28 2.3 Need. The United States Fish and Wildlife Service (the “Service”) has listed the Stephens’

1 kangaroo rat as an endangered species. The California Department of Fish and Game has recommended
2 changing the Stephens' kangaroo rat's status to endangered. In order for the Member Agencies to obtain
3 permits for incidental takings of the Stephens' kangaroo rat and its habitat, the Member Agencies must
4 develop a program for the protection of habitat occupied by the species. This Agreement implements that
5 program and provides for development of a program to protect other listed or candidate threatened or
6 endangered species, and for the establishment and operation of programs to protect habitat required to
7 maintain ecosystems essential for the preservation of species of plants and animals.

8 3. TERMS

9 3.1 Creation of Agency. There is hereby created a public agency known as the Riverside
10 County Habitat Conservation Agency, herein called the "Agency". The Agency is formed by this
11 Agreement pursuant to the provisions of Article 1, Chapter 5, Division 7, Title 1 of the Government Code
12 of the State of California relating to the joint exercise of powers common to public agencies. For the
13 purposes of this Agreement, the Agency is a public agency separate from the parties hereto and shall be
14 the agency to administer and execute this Agreement.

15 3.2 Purpose. The purpose of this Agreement is to create a public agency to plan for, acquire,
16 administer, operate, and maintain land and facilities for ecosystem conservation and habitat reserves to
17 implement a habitat conservation plan for the Stephens' kangaroo rat and other listed or candidate
18 threatened and endangered species.

19 3.3 Powers. In carrying out the purpose of this Agreement, the Agency shall have the
20 following powers:

21 3.3.1 To make and enter into contracts;

22 3.3.2 To employ agents, consultants, attorneys and employees;

23 3.3.3 To acquire property, and any interest in property, both real and personal by
24 purchase, gift, lease, option, grant, bequest, devise or otherwise, and to hold and dispose of
25 such property;

26 3.3.4 To acquire real property by eminent domain and to delegate its authority to acquire
27 real property by eminent domain to individual Member Agencies;

28 3.3.5 To conduct and direct studies and to develop and implement plans to complement,

- 1 modify or supplement the “Short-Term Habitat Conservation Plan for the Stephens’
2 kangaroo rat” and to develop and implement plans for a long-term habitat conservation
3 plan for the Stephens’ kangaroo rat;
- 4 3.3.6 To undertake programs to protect other listed or candidate threatened or
5 endangered species and for ecosystem conservation;
- 6 3.3.7 To incur debts, liabilities, and obligations;
- 7 3.3.8 To sue and be sued in its own name;
- 8 3.3.9 To employ personnel to operate, maintain, and administer habitat and ecosystem
9 reserves;
- 10 3.3.10 To be an applicant, make applications for, and receive grants from governmental
11 and private entities and to participate in State bond issues;
- 12 3.3.11 To prepare project reports and applications, to qualify for grants, and to enter into
13 grant contracts and to do all other things necessary to comply with State and Federal laws
14 and regulations with respect to grants;
- 15 3.3.12 To borrow or receive advances of funds from the Member Agencies or from such
16 other sources as may be permitted by law;
- 17 3.3.13 To contract with the Member Agencies and other parties who operate or will
18 operate ecosystem or habitat conservation reserves;
- 19 3.3.14 To issue bonds, notes, warrants and other evidences of indebtedness to finance
20 costs and expenses to carry out the powers of the Agency;
- 21 3.3.15 To acquire, hold, and dispose of equipment; and
- 22 3.3.16 To exercise all other powers common to the Member Agencies not specifically
23 mentioned above which may be necessary to carry out the purposes of this Agreement.

24 3.4 Effective Date. The Agency was created on May 15, 1990, and this Amended and
25 Restated Agreement shall become effective on the first day following the execution of this Agreement by
26 the last of the Member Agencies.

27 3.5 Additional Members. Public Agencies may be added consistent with the terms and
28 conditions of the Implementing Agreement after formation of the Agency.

1 3.6 Board of Directors. This Agreement and the Agency created hereby shall be administered
2 by the governing body of the Agency which shall be known as the “Board of Directors of the Riverside
3 County Habitat Conservation Agency” herein called the “Board”. The Board shall be composed of one
4 Elected Official from each Member Agency. Each Member Agency shall appoint one Elected Official to
5 serve as the regular representative and shall also appoint an Elected Official to serve as an alternate
6 representative of such Agency to the Board. In the absence of the regular representative of a Member
7 Agency, the alternate representative of such Agency shall, if present, participate in a meeting of the Board
8 the same as if the alternate representative were the regular representative. Members of the Board and
9 their alternates shall be appointed by and shall serve at the pleasure of their appointing body. All voting
10 powers shall reside in the Board. Alternate representatives of Member Agencies may participate in all
11 meetings of the Board except that the Agency’s alternate representatives may vote only in the absence of
12 the regular representative of such Agency.

13 3.6.1 Compensation. Unless prohibited by law from accepting compensation, each
14 regular and alternate member (when performing the duties of a regular member) of the
15 Board shall be compensated at the rate of One Hundred Dollars (\$100) per day, for any
16 portion of a day they spend attending to the business of the RCHCA, but not to exceed
17 Four Hundred Dollars (\$400) in any given month, along with necessary traveling and
18 personal expenses incurred in the performance of his or her duties as authorized by the
19 Board. Except as hereinabove expressly provided, members of the Board and their
20 alternates shall not be entitled to any other salary or compensation for attendance at or
21 participation in meetings of the Board or for any similar services rendered on behalf of the
22 Agency.

23 3.7 Meetings of the Board of Directors.

24 3.7.1 Regular Meetings. The Board shall hold at least four regular meetings per year.
25 The dates, hours, and places of the regular meeting shall be set by the Board, and a copy of
26 the meeting schedule shall be furnished to each Member Agency.

27 3.7.2 Ralph M. Brown Act. All meetings of the Board, including without limitation,
28 regular, adjourned regular, and special meetings, shall be called, noticed, held, and

1 conducted in accordance with provisions of the Ralph M. Brown Act (commencing with
2 Section 54950 of the California Government Code).

3 3.7.3 Minutes. The Secretary of the Agency shall cause to be kept minutes of all
4 meetings of the Board, shall cause the minutes of all meetings to be approved by the
5 Board, and shall cause a copy of the approved minutes to be forwarded to each member of
6 the Board and to each of the parties hereto.

7 3.7.4 Voting and Quorum. The total voting power of all seats of the Board shall be
8 100%. Each regular representative shall have a percentage of the vote equal to the
9 percentage of his or her Member Agency's overall contribution or deemed contribution to
10 the Agency as calculated pursuant to Sections 3.10.1 and 3.10.2 below. A Member
11 Agency's overall contribution to the Agency shall be calculated monthly or on such other
12 periodic basis as the Board may approve. The majority of the number of Directors of the
13 Board shall constitute a quorum of the Board for the transaction of business; provided,
14 however, that in the absence of a quorum the majority of the Directors present at any
15 Board meeting may adjourn until the time fixed for the next regular meeting of the Board.
16 The affirmative vote of at least three Directors constituting more than 50% of the voting
17 strength of the Board as represented in the quorum which is present at that time shall be
18 required for the approval of any actions; provided however, that a numerical majority of
19 the Directors as represented in any such quorum may approve any action unless at least
20 three Directors constituting more than 50% of the voting strength of the Board as
21 represented in such quorum vote to disapprove any such action.

22 3.8 Officers. The Board shall elect its own officers, which shall include a chairperson, vice-
23 chairperson, secretary, treasurer, and auditor. The chairperson and vice-chairperson shall be members of
24 the Board and the secretary may, but need not, be a member of the Board.

25 3.8.1 Treasurer. The treasurer of the Agency shall be the treasurer of the County of
26 Riverside, who shall be the depository and have custody of all money of the Agency from
27 whatever sources.

28 3.8.2 Auditor. The auditor of the Agency shall be the Auditor/Controller of the County

1 of Riverside and shall draw all warrants to pay demands against the Agency approved by
2 the Board.

3 3.8.3 Other Officers. The Board may appoint a general manager and an attorney for the
4 Agency. The Agency may contract with Member Agencies for the use of employees of the
5 Member Agencies on mutually agreeable terms and conditions. The public officer, officers
6 or persons who have charge of, handle, or have access to any property of the Agency shall
7 file an official bond in an amount to be fixed by the Board.

8 3.8.4 General Manager. The general manager, if appointed, or such other officer or
9 employee of the Agency to whom the Board delegates such authority, shall have the power
10 to appoint, promote, demote and remove employees of the Agency subject to the
11 provisions of the Agency's approved budget, and subject to such personnel policies as may
12 have been adopted by the Board. The General Manager shall also have the power to enter
13 into Agreements in an amount not to exceed Twenty-Five Thousand dollars (\$25,000) per
14 Agreement, per fiscal year, and enter into non-substantive Amendments to such
15 Agreements where there is no change to the maximum obligation amount or the scope of
16 work in the Agreement in accordance with the Riverside County Purchasing Department
17 guidelines.

18 3.9 Rules and Governing Law. This Agreement shall be construed and enforced in accordance
19 with the laws of the State of California. The laws of the State of California applicable to the general law
20 City of Moreno Valley shall govern the Agency in the manner of exercising its powers, subject, however,
21 to such restrictions as are applicable to said city in the manner of exercising such powers, as required by
22 Government Code Section 6509. Should the City of Moreno Valley not be a Member Agency, the laws
23 applicable to the County of Riverside shall be used for purposes of Section 6509. The Board, at its first
24 meeting or as soon thereafter as may be possible, shall adopt such rules and regulations as the Board may
25 deem necessary for the conduct of the Agency's affairs. Among these rules shall be a conflict of interest
26 code and a purchasing ordinance. The Board may, as it deems appropriate, review and revise these rules
27 and regulations.

28 3.10 Contributions/Estimated Budget.

1 3.10.1 Contribution of Mitigation Fees. The Member Agencies have imposed a mitigation
2 fee on certain types of development within their jurisdictions to implement the initial
3 habitat conservation program for the Stephens' kangaroo rat. All mitigation fees for the
4 Stephens' kangaroo rat collected by the Member Agencies prior to the effective date of this
5 Agreement, less monies expended by the County for consultants' services and land
6 acquisition, shall be deposited into the treasury of the Agency within sixty (60) days of
7 such effective date. Monies expended by the County for consultants' services and land
8 acquisition for the benefit of the SKR shall be included in the County's overall
9 contribution to the Agency for purposes of calculating the County's percentage vote under
10 Section 3.7.4 above. All mitigation fees collected for the Stephens' kangaroo rat from and
11 after August 24, 2006, shall be forwarded to the Agency for the period of April 1 through
12 June 30 before July 31; for the period of July 1 through September 30 before October 31;
13 for the period of October 1 through December 31 before January 31; and for the period
14 January 1 through March 31 before April 30 of each fiscal year.

15 3.10.2 No Withholding. The County and the Cities may not recover the costs of
16 administering the provisions of their SKR Mitigation Fee ordinance using the Local
17 Development Mitigation Fee revenues generated by them through said ordinance.

18 3.10.3 Audit. Pursuant to Section 3.12 of the JPA, the County and Cities shall
19 maintain complete and accurate records with respect to all Local Development
20 Mitigation Fees collected under their Local Development Mitigation Fee
21 ordinance. All such records shall be clearly identifiable. The County and
22 Cities shall allow a representative of the Authority during normal business
23 hours to examine, audit, and make transcripts of copies of such records.

24 3.10.4 Breach of Obligations. If the County or the Cities fail to remit on at least a
25 quarterly basis as required in Section 3.10.1, above, within 30 days of the due
26 date as set forth herein, any delinquent amounts will be assessed interest at the
27 rate of RCHCA's prevailing rate for invested funds.

28 3.10.5 Process for Notification of Delinquency. The following guide for notification

1 of delinquency is established: RCHCA staff will notify, in writing, the City Manager of
2 any jurisdiction within 15 days of not receiving a remittance fee within the time period
3 set forth in Section 3.10.1, above. After an additional 30 days, RCHCA staff will
4 notify the jurisdiction again with an accompanying invoice for the approximate amount
5 owed plus interest and penalties. RCHCA staff will continue this notification until the
6 90 day mark, at which time RCHCA will determine if an audit of the jurisdictions SKR
7 Mitigation Fee account, general ledger and any other financial data is necessary to
8 determine the amount owed, the cause of the delay, and make any recommendations to
9 resolve the issue. If an audit is required due to irregularities in reporting and
10 remittance the jurisdiction will incur the cost of the audit.

11 3.10.6 Non-Mitigation Fee Contributions. The Board may accept contributions of property
12 from Member Agencies in lieu of mitigation fees, or with the approval of the Board, a
13 Member Agency may hold and maintain its own property as a contribution to the reserve
14 program. Such property shall count toward a Member Agency's overall contribution for
15 purposes of calculating the Member Agency's percentage vote under Section 3.7.4 above
16 only if approved by the Board and only if held and maintained in accordance with the
17 Agency's rules and regulations for maintenance and operation of reserves. The value of
18 such contributions shall be calculated based upon the agreement of two-thirds of the
19 governing bodies of the Member Agencies or by the Board subject to an independent
20 appraisal ordered by the Board. Funds received from state and federal grants, special
21 assessments, or any other third-party sources also shall be deemed to be contributions of
22 the Member Agencies and shall be used in calculating each Member Agency's percentage
23 vote based on each Member Agency's pro rata share of the approved allocation of take
24 arising from such third-party sources as of the date the funds are received.

25 3.10.7 Use of Contributions. When approved by the Board, revenues received by the
26 Board, including without limitation, fees and other contributions, may be used to further
27 any of the purposes of the Agency.

28 3.10.8 Budget. No later than May 31 of each year, the Board shall prepare and approve an

1 estimated budget of the amount of money required to implement the habitat reserve
2 program during the fiscal year. Such estimates shall be based, as nearly as is practicable,
3 on the total land acquisition, land improvement, maintenance, administration, and
4 operation costs during the current fiscal year as such costs are set forth in the then current
5 approved budget for the Agency. The estimated budget of the Agency prepared and
6 approved by the Board shall be forwarded to the governing bodies of the Member
7 Agencies for consideration and approval. The Board's estimated budget shall be deemed
8 the final budget of the Agency upon receipt by the Agency of certified copies of approving
9 resolutions or minute orders from the governing body of each of the Member Agencies.
10 Until such time as formal approval has been received from each Member Agency, the
11 estimated budget shall constitute merely a proposed budget, subject to reconsideration or
12 revisions. If a final budget has not been approved for the Agency by July 1 of each year,
13 the budget for the previous year shall serve as the Agency's working budget for the
14 ensuing fiscal year until a new budget is approved.

15 3.11 Consultant Contracts. The Agency shall, upon request of the County, accept assignment of
16 all consultant contracts which the County has entered into for the preparation and implementation of the
17 Short-Term and Long-Term Habitat Conservation Plans for the Stephens' kangaroo rat.

18 3.12 Accounting and Audits.

19 3.12.1 Fiscal Year. The fiscal year of the Agency shall be from July 1 through the
20 following June 30.

21 3.12.2 Accounting Procedures and Audit. Full books and accounts shall be maintained for
22 the Agency in accordance with practices established by or consistent with those utilized by
23 the Controller of the State of California for like public agencies. The Auditor of the
24 Agency shall either make, or contract with a certified public accountant to make an annual
25 audit of the account and records of the Agency. The minimum requirements of the audit
26 shall be those prescribed by the State Controller for special districts under Section 26909
27 of the California Government Code and shall conform to generally accepted auditing
28 standards. A report of the audit shall be filed as a public record with each of the Member

1 Agencies and with the Riverside County Auditor within 30 days of its completion. Such
2 report shall be filed within 12 months of the end of the fiscal year under examination.

3 3.13 Withdrawal. Any Member Agency may withdraw from the Agency by giving the Agency
4 written notice of its withdrawal. Upon withdrawal of any Member Agency from the Agency, the
5 withdrawing member shall not receive any distribution, partial or otherwise, of any cash or other assets of
6 the Agency.

7 3.14 Dissolution. Upon dissolution of the Agency pursuant to Section 3.18, the assets of the
8 Agency may be distributed in kind or assets may be sold and the proceeds thereof distributed to the
9 members at the time of dissolution; provided, however, that any distribution of assets shall be subject to
10 the prior discharge of enforceable liability incurred by the Agency. Subject to the foregoing, upon
11 dissolution of the Agency, each member shall receive its proportionate share of the assets of the Agency
12 as the same appear on the books of the Agency. Each member's proportionate share shall be based upon
13 such member's contributions to the Agency calculated in accordance with Section 3.10 above.

14 3.15 Liabilities. Except as provided hereinabove, the debts, liabilities and obligations of the
15 Agency shall be the debts, liabilities and obligations of the Agency alone and not of the parties to this
16 Agreement.

17 3.16 Indemnification of Member Agencies. Provided that a Member Agency has acted in good
18 faith and in accordance with this Agreement and the Short-Term Habitat Conservation Plan for the
19 Stephens' kangaroo rat, the Agency shall defend, indemnify and hold such Member Agency free and
20 harmless from any loss, liability or damage incurred or suffered by such Member Agency by reason of
21 litigation arising from or as a result of any of the following: the Member Agency's impact mitigation fee
22 ordinance; the Member Agency's participation in the Agency; actions taken to implement the Short- or
23 Long-Term Habitat Conservation Plans for the preservation of the Stephens' kangaroo rat; claims of
24 inverse condemnation or unconstitutional takings against a Member Agency; or any other act performed
25 or to be performed by the Member Agency pursuant to this Agreement, the Short-Term Habitat
26 Conservation Plan for the Stephens' kangaroo rat, or the implementing agreements; provided, however,
27 that such indemnification or agreement to hold harmless pursuant to this Section shall be recoverable only
28 out of Agency assets and not from other Member Agencies.

1 3.17 Rescission or Termination.

2 3.17.1 Term. The Agency shall continue until this Agreement is rescinded or terminated
3 as herein provided or until the duties of the Agency are assumed by a state or regional
4 governmental agency.

5 3.17.2 Rescission or Termination. This Agreement may be rescinded and the Agency
6 terminated by written consent of all of the Member Agencies evidenced by a certified copy
7 of a resolution of their governing bodies.

8 3.18 Notices. All notices, statements, demands, requests, consents, approvals, authorizations,
9 agreements, appointments or designations hereunder shall be given in writing and addressed to the
10 principal office of the Agency.

11 3.19 Validity. If any one or more of the terms, provisions, promises, covenants or conditions of
12 this Agreement shall by any extent be adjudged invalid, unenforceable, void or voidable for any reason
13 whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions,
14 promises, covenants and conditions of this Agreement shall not be affected thereby and shall be valid and
15 enforceable to the fullest extent permitted by law.

16 3.20 Amendment. This Agreement contains all of the terms and conditions agreed to by and
17 between the parties hereto and shall not be amended except by an agreement in writing signed by not less
18 than two-thirds (2/3) of the total number of Member Agencies comprising at least fifty percent (50%) of
19 the total voting strength of the Board of Directors

20 3.21 Successors. This Agreement shall be binding upon and shall inure to the benefit of the
21 successors of the parties hereto.

22 3.22 Assignment. The parties hereto shall not assign any rights or obligations under this
23 Agreement without the written consent of all other parties.

24 3.23 Additional Documents. The parties hereto agree upon request to execute, acknowledge
25 and deliver all additional papers and documents necessary or desirable to carry out the intent of this
26 Agreement.

27 //

28 /

Amendment # 1	08/20/1990
Amendment # 2	11/06/1990
Amendment #3	04/30/1991
Amendment #4	06/01/1993
Amendment #5	Not Approved
Amendment #6	08/01/1995
Unnumbered Amendment	06/03/1997
Amendment #7	02/11/2003
Amendment # 8	02/28/2006
Amendment # 9	Not Approved
Amendment # 10	12/23/2008
Amendment #11	Pending full execution by all Members

Dated: April 1, 2009

CITY OF CORONA

Attest: *Dileorca J. Watts*
 City Clerk

By: *[Signature]*
 Mayor

Dated: _____

CITY OF HEMET

Attest: _____
 City Clerk

By: _____
 Mayor

Dated: _____

CITY OF LAKE ELSINORE

Attest: _____
 City Clerk

By: _____
 Mayor

Dated: _____

CITY OF MORENO VALLEY

Attest: _____
 City Clerk

By: _____
 Mayor

Dated: _____

CITY OF MURRIETA

Attest: _____
 City Clerk

By: _____
 Mayor

Dated: _____

CITY OF PERRIS

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<i>Amendment # 1</i>	<i>08/20/1990</i>
<i>Amendment # 2</i>	<i>11/06/1990</i>
<i>Amendment #3</i>	<i>04/30/1991</i>
<i>Amendment #4</i>	<i>06/01/1993</i>
<i>Amendment #5</i>	<i>Not Approved</i>
<i>Amendment #6</i>	<i>08/01/1995</i>
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<i>Amendment # 9</i>	<i>Not Approved</i>
<i>Amendment # 10</i>	<i>12/23/2008</i>
<i>Amendment #11</i>	<i>Pending full execution by all Members</i>

Dated: _____

CITY OF CORONA

Attest: _____
City Clerk

By: _____
Mayor

Dated: 3/24/09

CITY OF HEMET

Attest: Sarah McComas
City Clerk

By: Eric M. Sueb
Mayor

Dated: _____

CITY OF LAKE ELSINORE

Attest: _____
City Clerk

By: _____
Mayor

Dated: _____

CITY OF MORENO VALLEY

Attest: _____
City Clerk

By: _____
Mayor

Dated: _____

CITY OF MURRIETA

Attest: _____
City Clerk

By: _____
Mayor

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<i>Amendment # 1</i>	<i>08/20/1990</i>
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<i>Amendment # 9</i>	<i>Not Approved</i>
<i>Amendment # 10</i>	<i>12/23/2008</i>
<i>Amendment #11</i>	<i>Pending full execution by all Members</i>

Dated: _____

CITY OF CORONA

Attest:

By:

City Clerk

Mayor

Dated: _____

CITY OF HEMET

Attest:

By:

City Clerk

Mayor

Dated: *April 14, 2009*

CITY OF LAKE ELSINORE

Attest: *Debora Thomsen*

By: *[Signature]*

City Clerk

Mayor

Dated: _____

CITY OF MORENO VALLEY

Attest:

By:

City Clerk

Mayor

Dated: _____

CITY OF MURRIETA

Attest:

By:

City Clerk

Mayor

1	<i>Amendment # 1</i>	<i>08/20/1990</i>
	<i>Amendment # 2</i>	<i>11/06/1990</i>
2	<i>Amendment #3</i>	<i>04/30/1991</i>
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3	<i>Amendment #5</i>	<i>Not Approved</i>
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	<i>Amendment #11</i>	<i>Pending full execution by all Members</i>

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Dated: _____

CITY OF CORONA

Attest: _____

By: _____

City Clerk

Mayor

Dated: _____

CITY OF HEMET

Attest: _____

By: _____

City Clerk

Mayor

Dated: _____

CITY OF LAKE ELSINORE

Attest: _____

By: _____

City Clerk

Mayor

Dated: _____

CITY OF MORENO VALLEY

Attest: _____

By: _____

City Clerk

Mayor

Dated: 4-7-09

CITY OF MURRIETA

Attest: *Kay Venison*

By: *Greg Thomas*

City Clerk

Mayor

1 Dated: _____

2 Attest: _____

3 City Clerk

4

5 Dated: April 14, 2009

6 Attest: _____

7 City Clerk

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9 Dated: _____

10 Attest: _____

11 Clerk of the Board

12

13 Riverside County Counsel

14

15 Dated: _____

16 Attest: _____

17 City Clerk

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19 Dated: _____

20 Attest: _____

21 City Clerk

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23 Dated: _____

24 Attest: _____

25 City Clerk

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CITY OF PERRIS

By: _____

Mayor

CITY OF RIVERSIDE

By: _____

Mayor

COUNTY OF RIVERSIDE

By: _____

Chairman, Board of Supervisors

CITY OF TEMECULA

By: _____

Mayor

CITY OF MENIFEE

By: _____

Mayor

CITY OF WILDOMAR

By: _____

Mayor

APPROVED AS TO FORM
SUPERVISING DEPUTY CITY ATTORNEY

FORM APPROVED COUNTY COUNSEL

BY: Karin Watts 3/6/09
KARIN L. WATTS-BAZAN DATE

1 Dated: _____

2 Attest: _____

3 City Clerk _____

5 Dated: _____

6 Attest: _____

7 City Clerk _____

9 Dated: MAY 12 2009

10 Attest: KECIA HARPER-IHEM

11 Karin Watts DEPUTY
Clerk of the Board

12 see above
13 Riverside County Counsel

15 Dated: _____

16 Attest: _____

17 City Clerk _____

19 Dated: _____

20 Attest: _____

21 City Clerk _____

23 Dated: _____

24 Attest: _____

25 City Clerk _____

CITY OF PERRIS

By: _____
Mayor

CITY OF RIVERSIDE

By: _____
Mayor

COUNTY OF RIVERSIDE

By: Jeff Stone
Chairman, Board of Supervisors
JEFF STONE

CITY OF TEMECULA

By: _____
Mayor

CITY OF MENIFEE

By: _____
Mayor

CITY OF WILDOMAR

By: _____
Mayor

1 Dated: _____

2 Attest: _____

3 City Clerk _____

4 _____

5 Dated: _____

6 Attest: _____

7 City Clerk _____

8 _____

9 Dated: _____

10 Attest: _____

11 _____

12 Clerk of the Board _____

13 _____

14 Riverside County Counsel _____

15 _____

16 Dated: 4-14-09

17 Attest: _____

18 Susan W. Jones

19 Susan W. Jones, MMC, City Clerk

20 _____

21 Dated: _____

22 Attest: _____

23 _____

24 City Clerk _____

25 _____

26 Dated: _____

27 Attest: _____

28 _____

City Clerk _____

CITY OF PERRIS

By: _____

Mayor _____

CITY OF RIVERSIDE

By: _____

Mayor _____

COUNTY OF RIVERSIDE

By: _____

Chairman, Board of Supervisors _____

CITY OF TEMECULA

By: _____

Maryann Edwards, Mayor

APPROVED AS TO FORM

Peter M. Thorson

Peter M. Thorson
City Attorney

CITY OF MENIFEE

By: _____

Mayor _____

CITY OF WILDOMAR

By: _____

Mayor _____

1 Dated: _____

2 Attest: _____

3 City Clerk _____

4

5 Dated: _____

6 Attest: _____

7 City Clerk _____

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9 Dated: _____

10 Attest: _____

11 Clerk of the Board _____

12

13 Riverside County Counsel _____

14

15 Dated: _____

16 Attest: _____

17 City Clerk _____

18

19 Dated: 3-11-09

20 Attest: Burnett

21 City Clerk _____

22

23 Dated: _____

24 Attest: _____

25 City Clerk _____

26

27

28

CITY OF PERRIS

By: _____

Mayor

CITY OF RIVERSIDE

By: _____

Mayor

COUNTY OF RIVERSIDE

By: _____

Chairman, Board of Supervisors

CITY OF TEMECULA

By: _____

Mayor

CITY OF MENIFEE

By: Wallace W Edgerton

Mayor

CITY OF WILDOMAR

By: _____

Mayor

1 Dated: _____

CITY OF PERRIS

2 Attest: _____

By:

3 City Clerk

Mayor

4
5 Dated: _____

CITY OF RIVERSIDE

6 Attest: _____

By:

7 City Clerk

Mayor

8
9 Dated: _____

COUNTY OF RIVERSIDE

10 Attest: _____

By:

11 Clerk of the Board

Chairman, Board of Supervisors

12
13 Riverside County Counsel

14
15 Dated: _____

CITY OF TEMECULA

16 Attest: _____

By:

17 City Clerk

Mayor

18
19 Dated: _____

CITY OF MENIFEE

20 Attest: _____

By:

21 City Clerk

Mayor

22
23 Dated: 3-11-09

CITY OF WILDOMAR

24 Attest: Meryl Schroeder

By: [Signature]

25 City Clerk

Mayor

26

27

28

1 11th Amendment to Said Agreement (the "Agreement").

2 Now, therefore, the Member Agencies agree as follows:

3 **AGREEMENT**

- 4 1. Section 3.8.1, "Treasurer" of the Agreement is hereby amended in its entirety to read as
5 follows:

6 "3.8.1 Treasurer. The Treasurer of the Agency shall be a certified public accountant
7 appointed by the RCHCA Board of Directors, to be the depository and have custody of all
8 the money of the agency from whatever source. The Treasurer of the Agency shall possess
9 the powers of and shall perform those functions required of a treasurer by California
10 Government Code Sections 6505, 6505.5 and 6505.6, and by all other applicable laws and
11 regulations, including any subsequent amendments thereto"; and

- 12 2. Section 3.8.2, "Auditor" of the Agreement is hereby amended in its entirety to read as
13 follows:

14 "3.8.2, Auditor. The Auditor of the Agency shall be appointed by the RCHCA Board of
15 Directors in compliance with the applicable rules and regulations pursuant to California
16 Government Code Sections 6505, 6505.5 and 6505.6 and shall draw all warrants to pay
17 demands against the Agency approved by the Board. The Auditor of the Agency shall
18 possess the powers of and shall perform those functions required of an Auditor by
19 California Government Code Sections 6505, 6505.5 and 6505.6, and by all other
20 applicable laws and regulations, including any subsequent amendments thereto" and;

- 21 3. Section 3.8.4 "General Manager" of the Agreement is hereby amended in its entirety to
22 read as follows:

23 "3.8.4, General Manager. The general manager, if appointed, or such other officer or
24 employee of the Agency to whom the Board delegates such authority, shall have the power
25 to appoint, promote, demote and remove employees of the Agency subject to the
26 provisions of the Agency's approved budget, and subject to such personnel policies as may
27 have been adopted by the Board. The General Manager shall also have the power to enter
28 into Agreements in an amount not to exceed Fifty-Thousand dollars (\$50,000) per

1 Agreement, per fiscal year, and enter into non-substantive Amendments to such
2 Agreements where there is no change to the maximum obligation amount or the scope of
3 work in the Agreement.”

4 4. The terms and conditions of the Agreement not expressly amended by this Twelfth
5 Amendment shall continue in full force and effect.

6 5. This Twelfth Amendment shall become effective on the date that execution of this Twelfth
7 Amendment is authorized by the last of the governing bodies of the Member Agencies.

8 IN WITNESS WHEREOF, the parties have executed this Twelfth Amendment as of the date last
9 set forth below and agree to abide by its terms from this date forward.

10
11 Dated: 7/5/18

CITY OF CORONA

12 Attest:
13 Salvin Edwards
14 City Clerk

By: Karen Spiegel
Mayor

15 Dated: _____

CITY OF HEMET

16 Attest:
17 _____
18 City Clerk

By: _____
Mayor

19 Dated: _____

CITY OF LAKE ELSINORE

20 Attest:
21 _____
22 City Clerk

By: _____
Mayor

23 Dated: _____

CITY OF MORENO VALLEY

24 Attest:
25 _____
26 City Clerk

By: _____
Mayor

1 Agreement, per fiscal year, and enter into non-substantive Amendments to such
2 Agreements where there is no change to the maximum obligation amount or the scope of
3 work in the Agreement."

4 4. The terms and conditions of the Agreement not expressly amended by this Twelfth
5 Amendment shall continue in full force and effect.

6 5. This Twelfth Amendment shall become effective on the date that execution of this Twelfth
7 Amendment is authorized by the last of the governing bodies of the Member Agencies.

8 IN WITNESS WHEREOF, the parties have executed this Twelfth Amendment as of the date last
9 set forth below and agree to abide by its terms from this date forward.

10
11 Dated: _____

CITY OF CORONA

12 Attest:

By:

13 _____
14 City Clerk

Mayor

15 Dated: _____

CITY OF HEMET

16 Attest:

By:

17 _____
18 City Clerk

Mayor

19 Dated: _____

CITY OF LAKE ELSINORE

20 Attest:

By:

21 _____
22 City Clerk

Mayor

23 Dated: _____

CITY OF MORENO VALLEY

24 Attest:

By:

25 _____
26 City Clerk

Mayor

1 Agreement, per fiscal year, and enter into non-substantive Amendments to such
2 Agreements where there is no change to the maximum obligation amount or the scope of
3 work in the Agreement.”

4 4. The terms and conditions of the Agreement not expressly amended by this Twelfth
5 Amendment shall continue in full force and effect.

6 5. This Twelfth Amendment shall become effective on the date that execution of this Twelfth
7 Amendment is authorized by the last of the governing bodies of the Member Agencies.

8 IN WITNESS WHEREOF, the parties have executed this Twelfth Amendment as of the date last
9 set forth below and agree to abide by its terms from this date forward.

10
11 Dated: _____

CITY OF CORONA

12 Attest: _____

By:

13
14 City Clerk

Mayor

15 Dated: _____

CITY OF HEMET

16 Attest: _____

By:

17
18 City Clerk

Mayor

19 Dated: 7/5/18

CITY OF LAKE ELSINORE

20 Attest:

By:

21
22 City Clerk

Mayor

23 Dated: _____

CITY OF MORENO VALLEY

24 Attest: _____

By:

25
26 City Clerk

Mayor

1 Dated: _____

CITY OF MURRIETA

2 Attest: _____

By: _____

3 City Clerk

Mayor

5 Dated: _____

CITY OF PERRIS

6 Attest: _____

By: _____

7 City Clerk

Mayor

9 Dated: _____

CITY OF RIVERSIDE

10 Attest: _____

By: _____

11 City Clerk

Mayor

13 Dated: _____

COUNTY OF RIVERSIDE

14 Attest: _____

By: _____

15 Clerk of the Board

Chairman, Board of Supervisors

18 Dated: _____

CITY OF TEMECULA

19 Attest: _____

By: _____

20 City Clerk

Mayor

22 Dated: 7/18/18

CITY OF MENIFEE

23 Attest: Jarath A. Namurung
City Clerk

By: Dera C. Saluk
Mayor Pro Tem

26 Dated: _____

CITY OF WILDOMAR

27 Attest: _____

By: _____

28 City Clerk

Mayor

1 Agreement, per fiscal year, and enter into non-substantive Amendments to such
2 Agreements where there is no change to the maximum obligation amount or the scope of
3 work in the Agreement.”

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8 IN WITNESS WHEREOF, the parties have executed this Twelfth Amendment as of the date last
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10
11 Dated: _____

CITY OF CORONA

12 Attest: _____

By: _____

13
14 City Clerk

Mayor

15 Dated: _____

CITY OF HEMET

16 Attest: _____

By: _____

17
18 City Clerk

Mayor

19 Dated: _____

CITY OF LAKE ELSINORE

20 Attest: _____

By: _____

21
22 City Clerk

Mayor

23 Dated: 07/18/18

CITY OF MORENO VALLEY

24 Attest: *Pat Jacques Nares*
25
26 City Clerk

By: *Dr. Yvonne Curtis*
27 Mayor

28 APPROVED AS TO FORM
DATE 7-18-18
BY *[Signature]*
CITY ATTORNEY
CITY OF MORENO VALLEY

1 Dated: July 3, 2018
2 Attest: Stephanie R. Smith
3 City Clerk
4
5 Dated: _____
6 Attest: _____
7 City Clerk
8
9 Dated: _____
10 Attest: _____
11 City Clerk
12
13 Dated: _____
14 Attest: _____
15 Clerk of the Board
16
17 Dated: _____
18 Attest: _____
19 City Clerk
20
21 Dated: _____
22 Attest: _____
23 City Clerk
24
25 Dated: _____
26 Attest: _____
27 City Clerk
28

CITY OF MURRIETA

By: Tom Ingram
Mayor

CITY OF PERRIS

By: Jonathan Ingram
Mayor

CITY OF RIVERSIDE

By: _____
Mayor

COUNTY OF RIVERSIDE

By: _____
Chairman, Board of Supervisors

CITY OF TEMECULA

By: _____
Mayor

CITY OF MENIFEE

By: _____
Mayor

CITY OF WILDOMAR

By: _____
Mayor

1 Dated: _____
2 Attest: _____
3 City Clerk
4
5 Dated: 8/31/18
6 Attest: _____
7 [Signature]
8 City Clerk
9 Dated: _____
10 Attest: _____
11 _____
12 City Clerk
13 Dated: _____
14 Attest: _____
15 _____
16 Clerk of the Board
17
18 Dated: _____
19 Attest: _____
20 _____
21 City Clerk
22 Dated: _____
23 Attest: _____
24 _____
25 City Clerk
26 Dated: _____
27 Attest: _____
28 _____
City Clerk

CITY OF MURRIETA

By: _____
Mayor

CITY OF PERRIS

By: [Signature]
Mayor

CITY OF RIVERSIDE

By: _____
Mayor

COUNTY OF RIVERSIDE

By: _____
Chairman, Board of Supervisors

CITY OF TEMECULA

By: _____
Mayor

CITY OF MENIFEE

By: _____
Mayor

CITY OF WILDOMAR

By: _____
Mayor

1 Dated: _____

CITY OF MURRIETA

2 Attest: _____

By: _____

3 City Clerk

Mayor

5 Dated: _____

CITY OF PERRIS

6 Attest: _____

By: _____

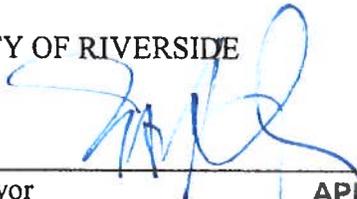
7 City Clerk

Mayor

9 Dated: September 19, 2018

CITY OF RIVERSIDE

10 Attest: 

By: 

11 City Clerk

Mayor

APPROVED AS TO FORM:

13 Dated: _____

COUNTY OF RIVERSIDE 
BY: _____
CHIEF ASSISTANT CITY ATTORNEY

14 Attest: _____

By: _____

15 Clerk of the Board

Chairman, Board of Supervisors

18 Dated: _____

CITY OF TEMECULA

19 Attest: _____

By: _____

20 City Clerk

Mayor

22 Dated: _____

CITY OF MENIFEE

23 Attest: _____

By: _____

24 City Clerk

Mayor

26 Dated: _____

CITY OF WILDOMAR

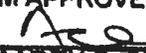
27 Attest: _____

By: _____

28 City Clerk

Mayor

FORM APPROVED COUNTY COUNSEL

4 BY:  AARON C. GETTIS DATE 5-10-18

1 Dated: _____

2 Attest: _____

3 City Clerk _____

5 Dated: _____

6 Attest: _____

7 City Clerk _____

9 Dated: _____

10 Attest: _____

11 City Clerk _____

13 Dated: _____

14 Attest: _____

15 Clerk of the Board _____

17 Dated: 7-10-2018

19 Attest: 

20 City Clerk _____

22 Dated: _____

23 Attest: _____

24 City Clerk _____

26 Dated: _____

27 Attest: _____

28 City Clerk _____

CITY OF MURRIETA

By: _____
Mayor

CITY OF PERRIS

By: _____
Mayor

CITY OF RIVERSIDE

By: _____
Mayor

COUNTY OF RIVERSIDE

By: _____
Chairman, Board of Supervisors

CITY OF TEMECULA

By: 
Mayor

CITY OF MENIFEE

By: _____
Mayor

CITY OF WILDOMAR

By: _____
Mayor

FORM APPROVED COUNTY COUNSEL

BY:  5-10-18
AARON C. GETTIS DATE

1 Dated: _____

CITY OF MURRIETA

2 Attest: _____

By: _____

3 City Clerk

Mayor

5 Dated: _____

CITY OF PERRIS

6 Attest: _____

By: _____

7 City Clerk

Mayor

9 Dated: _____

CITY OF RIVERSIDE

10 Attest: _____

By: _____

11 City Clerk

Mayor

13 Dated: _____

COUNTY OF RIVERSIDE

14 Attest: _____

By: _____

15 Clerk of the Board

Chairman, Board of Supervisors

18 Dated: _____

CITY OF TEMECULA

19 Attest: _____

By: _____

20 City Clerk

Mayor

22 Dated: _____

CITY OF MENIFEE

23 Attest: _____

By: _____

24 City Clerk

Mayor

26 Dated: 07-11-18

CITY OF WILDOMAR

27 Attest: *Kevin A. Lee*

By: *[Signature]*

28 City Clerk

Mayor



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Dated: _____

Attest: _____

City Clerk

Dated: _____

Attest: _____

City Clerk

Dated: _____

Attest: _____

City Clerk

Dated: SEP 11 2018

Attest: _____

Karen Houston, deputy
Clerk of the Board

CITY OF MURRIETA

By: _____

Mayor

CITY OF PERRIS

By: _____

Mayor

CITY OF RIVERSIDE

By: _____

Mayor

COUNTY OF RIVERSIDE

By: *Chuck Waf*

Chairman, Board of Supervisors **CHUCK WASHINGTON**

FORM APPROVED COUNTY COUNSEL
BY: *Synthia M. Gunzel 8-24-18*
SYNTHIA M. GUNZEL DATE

CITY OF TEMECULA

By: _____

Mayor

CITY OF MENIFEE

By: _____

Mayor

CITY OF WILDOMAR

1 Dated: _____

CITY OF MURRIETA

2 Attest: _____

By: _____

3 City Clerk

Mayor

5 Dated: _____

CITY OF PERRIS

6 Attest: _____

By: _____

7 City Clerk

Mayor

9 Dated: _____

CITY OF RIVERSIDE

10 Attest: _____

By: _____

11 City Clerk

Mayor

13 Dated: _____

COUNTY OF RIVERSIDE

14 Attest: _____

By: _____

15 Clerk of the Board

Chairman, Board of Supervisors

18 Dated: _____

CITY OF TEMECULA

19 Attest: _____

By: _____

20 City Clerk

Mayor

22 Dated: _____

CITY OF MENIFEE

23 Attest: _____

By: _____

24 City Clerk

Mayor

26 Dated: _____

CITY OF WILDOMAR

27 Attest: _____

By: _____

28 City Clerk

Mayor