

AGENDA ITEM 6

**WESTERN RIVERSIDE COUNTY
REGIONAL CONSERVATION AUTHORITY**

MINUTES

**Monday, October 3, 2005
1:00 p.m.**

1. CALL TO ORDER

The meeting of the Western Riverside County Regional Conservation Authority Board of Directors was called to order by Chairman Robin Lowe at 1:05 p.m. in the Board Room at the County Administrative Center, 4080 Lemon Street, First Floor, Riverside, California, 92501.

2. ROLL CALL

Board Members/Alternates Present

Barbara Hanna
Larry Dressel
Shenna Moqheet
John Zaitz
Robin Lowe
Robert Schiffner
Kelly Seyarto
Frank Hall
Mark Yarbrough
Dom Betro
Chuck Washington
Bob Buster
John Field
Roy Wilson
Marion Ashley

Board Members Absent

Eugene Montanez
William Batey
Dale Stubblefield
Jeff Stone

3. PUBLIC COMMENTS

There were no public comments.

4. BOARD MEMBER ANNOUNCEMENTS

There were no Board Member announcements.

5. ADDITIONS/REVISIONS

There were no additions or revisions to the agenda.

RCA BOARD OF DIRECTORS MINUTES

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October 3, 2005

6. POLICY CALENDAR:

6.1 Consideration and Possible Acceptance and Expenditure of State of California Department of Fish and Game Local Assistance Grant Funds

Matter continued to November 7, 2005, meeting.

6.2 Consideration and Possible Action concerning Renewal of the Contract between the Western Riverside County Regional Conservation Authority and The Environmental Careers organization, Inc., for Temporary Staff to Support the Monitoring Program

M/S/C (Hall/Buster) to approve the renewal of the contract between the Western Riverside County Regional Conservation Authority and The Environmental Careers Organization, Inc., for Temporary Staff to Support the Monitoring Program.

6.3 Consideration and Possible Approval of the Expenditure of Funds for the Purchase of a Color Copier/Scanner and Authorization to Enter into a Maintenance Agreement

M/S/C (Hall/Buster) to approve the expenditure of funds for the purchase of a color copier/scanner and authorization to enter into a maintenance agreement.

7. CLOSED SESSION

Closed session was held in the First Floor Conference Room adjacent to the Board Room. There were no announcements from closed session.

8. ADJOURNMENT

There being no further business for consideration by the Western Riverside County Regional Conservation Authority Board of Directors, the meeting was adjourned by Chairman Lowe at 1:19 p.m. The next meeting of the Western Riverside County Regional Conservation Authority Board of Directors is scheduled for Monday, November 7, 2005, at 1:00 p.m. at the County Administrative Center, Board Room, 4080 Lemon Street, Riverside, California, 92501.

AGENDA ITEM 7.1

Regional Conservation Authority

**CONSIDERATION AND POSSIBLE ADOPTION OF
RESOLUTION NO. 05-10 AMENDING THE BYLAWS**

Staff Contact:

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

Background:

Resolution No. 05-10 Amending the Bylaws was introduced at the November 7, 2005 meeting of the RCA Board of Directors. As part of the separation of the RCA from the Western Riverside Council of Governments, a number of amendments to the Authority's Bylaws are necessary.

The Bylaws currently contain provisions which reflect the prior shared roles of the Authority. Resolution No. 05-10 Amending the Bylaws removes references to the shared obligations with WRCOG and updates the Executive Director's contracting authority.

Staff Recommendation:

That the Board adopt Resolution No. 05-10 amending the Authority's Bylaws.

Attachments:

Resolution No. 05-10

RESOLUTION NO. 05-10

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
WESTERN RIVERSIDE COUNTY REGIONAL
CONSERVATION AUTHORITY AMENDING THE
AUTHORITY'S BYLAWS**

WHEREAS, the Western Riverside County Regional Conservation Authority (“Authority”) is a public agency of the State of California formed by a Joint Exercise of Powers Agreement (“Agreement”); and

WHEREAS, pursuant to Section 19 of the Agreement, the Authority has the power to adopt such rules and regulations as the Board may deem necessary for the conduct of the Authority’s affairs; and

WHEREAS, the Authority has adopted bylaws which the Board has determined to revise at this time; and

NOW, THEREFORE, BE IT RESOLVED that the Western Riverside County Regional Conservation Authority Board of Directors does hereby amend its bylaws as follows:

Section 1. Amendment of Article III, Section A of the Bylaws. Article III, Section A of the Authority’s bylaws is amended to read as follows:

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

Section 2. Amendment of Article VII of the Bylaws. Article VII, Sections C and D of the Authority’s bylaws are deleted in their entirety and replaced by Article VII, Section C which reads as follows:

“EXECUTIVE DIRECTOR. The duties of the Executive Director shall be to administer the MSHCP, as defined above, in compliance with the duties and responsibilities set forth in Sections 5.0 and 6.0 of the MSHCP, and such other duties as may be prescribed by the Board, from time to time. The Executive Director shall perform such duties as prescribed by the Board including, without limitation, the administration of agency contracts. The Executive Director may, after consultation with the Chairperson, authorize contracts in an amount up to \$50,000 without prior Board approval. All such contracts shall be reviewed by legal counsel and shall be reported to the Board after execution. The Executive Director may not issue such contracts totaling more than \$50,000 1) to any one entity in any calendar year, or 2) to a group of entities working on a single project for the Authority.”

Section 3. Article VIII, Section B of the Bylaws. Article VIII, Section B of the Authority's bylaws is amended to read as follows:

“REGULAR MEETING. Regular meetings of the Authority shall be held, to the extent feasible at 1:00 p.m. the first Monday of each month at the County Administrative Center, 4080 Lemon Street, First Floor, Riverside, California or at such other location set by the Authority. Regular meetings may be canceled by majority vote of the Authority at a regular or special meeting prior to the meeting to be canceled. A regular meeting may also be canceled by the Chairperson for lack of a quorum. The Executive Director shall endeavor to mail or deliver notice of such cancellation to each regular member and alternate member at least twenty-four (24) hours prior to the time of the meeting.”

Section 4. Effective Date.

The amendments contained in Sections 1 and 3 herein shall be effective upon the effective date of Amendment No. 1 to the Joint Exercise of Powers Agreement Creating the Western Riverside County Regional Conservation Authority. Section 2 shall be effective immediately upon the approval of this Resolution by the Board.

PASSED AND ADOPTED at the regular meeting of the Board of Directors at the Western Riverside County Regional Conservation Authority held this ____ day of _____, 2005.

By: _____
Robin Lowe, Chairman
Western Riverside County
Regional Conservation Authority

ATTEST:

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

AGENDA ITEM 7.2

Regional Conservation Authority

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE WESTERN
RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY AND
NATY KOPENHAVER FOR ADMINISTRATIVE SERVICES**

Staff Contact:

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

Background:

The RCA has hired additional staff and contract employees to better meet the requirements of its member agencies and the MSHCP. As part of this effort, it has come to staff's attention that Naty Kopenhaver of the Riverside County Transportation Commission will be retiring at the end of the year and is interested in working with the RCA on a part-time contractual basis.

Ms. Kopenhaver has over 36 years of public agency service and been employed with the Riverside County Transportation Commission since its inception in 1976. During her 28 years with RCTC, Ms. Kopenhaver has gained vast experience and knowledge in the administrative functions of setting up a joint powers authority. In that the RCA is developing similar processes, staff believes that Ms. Kopenhaver's expertise in areas such as human resources, contract administration, accounts payable, payroll, records management, and clerk duties would prove invaluable to the Authority.

Staff is requesting authorization to enter into a Professional Services Agreement with Naty Kopenhaver for a period of one year, effective January 3, 2006, in amount not to exceed \$72,000.00.

Staff Recommendation:

That the Board approve the Professional Services Agreement between the Western Riverside County Regional Conservation Authority and Naty Kopenhaver for Administrative Services and authorize the Chairman to execute said agreement on behalf of the Authority.

Attachments:

Professional Services Agreement between the RCA and Naty Kopenhaver

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE
WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY
AND NATY KOPENHAVER
TO PROVIDE CONSULTING SERVICES**

1. PARTIES AND DATE.

This Agreement is made and entered into this ____ day of January, 2006 by and between the Western Riverside County Regional Conservation Authority, a joint powers agency, with its principal place of business at 4080 Lemon Street, 12th Floor, Riverside, California, 92501 and Naty Kopenhaver ("Consultant"), an individual with her principal place of business at 6140 Meadowbrook Lane, Riverside, CA 92501. The RCA and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

2. RECITALS.

2.1 RCA: Western Riverside County Regional Conservation Authority (the "RCA") is a joint power authority created pursuant to the provisions of the California Government Code section 6500 with its principal place of business at 4080 Lemon Street, 12th Floor, Riverside, California, 92501.

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

2.3 Project. The RCA desires to engage Consultant to render administrative assignment services for the RCA as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant shall assist in performing comprehensive administrative services as directed by the RCA Executive Director ("Services"). Services shall include, but not be limited to, any duties and responsibilities assigned by the RCA Executive Director. Work products associated with other objectives shall be as determined by the RCA Executive Director. All Services shall be subject to, and performed in accordance with, this Agreement and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be for a period not to exceed twelve (12) months from the executed date in section 1 of this Agreement above, unless earlier terminated as provided herein. This Agreement may be renewed upon mutual agreement by the Parties.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor.

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

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

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

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

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

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rate of \$75.00 per hour, not to exceed 960 hours during the term of this Agreement. The total compensation shall not exceed seventy-two thousand dollars (\$72,000). Reimbursable expenses shall include those normally associated with the activities in support of administrative services. Extra Work may be authorized, as described below; and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

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

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

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

3.4 Accounting Records.

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

3.5 General Provisions.

3.5.1 Termination of Agreement.

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

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

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

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

RCA

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

Consultant

Naty Kopenhaver
6140 Meadowbook Lane
Riverside, CA 92501

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

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

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

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

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

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

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

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

3.5.10 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for

or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subcontractors of Consultant, except as otherwise specified in this Agreement. All references to the RCA include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

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

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

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

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

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

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

RCA

By: _____
Robin Lowe, Chairman
RCA Board of Directors

NATY KOPENHAVER

By: _____
Naty Kopenhaver
Consultant

ATTEST

By: _____
Honey Bernas, Clerk of the
Board

Approved as to form:

RCA General Counsel
Best Best & Krieger LLP

AGENDA ITEM 7.3

Regional Conservation Authority

PROPOSED MEETING SCHEDULE FOR 2006

Staff Contact:

**Honey Bernas, Director of Admin. Svcs.
(951) 955-2842**

Background:

The RCA Board of Directors' meetings for 2005 were scheduled to precede the WRCOG Executive Committee meetings. In that many of the WRCOG Executive Committee Members are RCA Board Members, staff is proposing a similar meeting schedule for 2006. WRCOG is dark in January and July; however, RCA staff feels that there is a need for the RCA Board to meet in January 2006 and are not proposing any dark days.

Staff Recommendation:

That the Board consider and approve the proposed meeting schedule for 2006.

Attachments:

Proposed meeting schedule for 2006



Western Riverside County Regional Conservation Authority

PROPOSED MEETING SCHEDULE FOR 2006

RCA BOARD OF DIRECTORS

Meetings will be held on the first Monday of every month at 1:00 p.m. If the first Monday of the month is a holiday, the meeting will be held on the second Monday.

Meeting Location

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

January 9, 2006 *

February 6, 2006

March 6, 2006

April 3, 2006

May 1, 2006

June 5, 2006

July 3, 2006 *

August 7, 2006

September 11, 2006 *

October 2, 2006

November 6, 2006

December 4, 2006

* Meeting date adjusted for holiday

AGENDA ITEM 8.1

Regional Conservation Authority

2006 ELECTION OF OFFICERS

Staff Contact:

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

Background:

Pursuant to Article VI(A) of the Authority's bylaws, the Board shall select a Chairperson and Vice Chairperson at its meeting in December. Any member of the Authority may nominate any regular member as Chairperson or Vice Chairperson. Following a vote, the person receiving the majority of votes shall be deemed to have been elected. The term of the Chairperson and Vice Chairperson shall commence on January 1, 2006, unless otherwise determined by the Board.

Staff Recommendation:

That the Board select a Chairperson and Vice Chairperson for calendar year 2006.