



**EXECUTIVE COMMITTEE
SPECIAL MEETING AGENDA**

TIME: **8:45 a.m.**

DATE: **Wednesday, October 14, 2020**

Pursuant to Governor Newsom’s Executive Order N-29-20, (March 18, 2020), the meeting will only be conducted via video conferencing and by telephone.

🌀 COMMITTEE MEMBERS 🌀

Ben J. Benoit, City of Wildomar – Chair
Jan Harnik, City of Palm Desert – Vice Chair
V. Manuel Perez, County of Riverside, District 4 – Second Vice Chair
Chuck Washington, County of Riverside, District 3 – Past Chair
Lloyd White, City of Beaumont
Brian Berkson, City of Jurupa Valley
Lisa Middleton, City of Palm Springs
Michael S. Naggar, City of Temecula
Kevin Jeffries, County of Riverside, District 1
Karen Spiegel, County of Riverside, District 2
Jeff Hewitt, County of Riverside, District 5

🌀 AREAS OF RESPONSIBILITY 🌀

Reviews and makes final decisions on personnel issues
and office operational matters.

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

EXECUTIVE COMMITTEE SPECIAL MEETING AGENDA

8:45 A.M.

WEDNESDAY, OCTOBER 14, 2020

Pursuant to Governor Newsom's Executive Order N-29-20, (March 18, 2020), the meeting will only be conducted via video conferencing and by telephone. Please follow the instructions below to join the meeting remotely.

INSTRUCTIONS FOR ELECTRONIC PARTICIPATION

Join Zoom Meeting

<https://rctc.zoom.us/j/84274959811>

One tap mobile
+16699006833,,84274959811# US (San Jose)

Meeting ID: 842 7495 9811

For members of the public wishing to submit comment in connection with the Executive Committee Meeting please email written comments to the Clerk of the Board at lmobley@rctc.org prior to October 13, 2020 at 5:00 p.m. and your comments will be made part of the official record of the proceedings. Members of the public may also make public comments through their telephone or Zoom connection when recognized by the Chair.

In compliance with the Brown Act and Government Code Section 54957.5, agenda materials distributed 72 hours prior to the meeting, which are public records relating to open session agenda items, will be available for inspection by members of the public prior to the meeting on the Commission's website, www.rctc.org.

In compliance with the Americans with Disabilities Act, Government Code Section 54954.2, Executive Order N-29-20, and the Federal Transit Administration Title VI, please contact the Clerk of the Board at (951) 787-7141 if special assistance is needed to participate in a Committee meeting, including accessibility and translation services. Assistance is provided free of charge. Notification of at least 48 hours prior to the meeting time will assist staff in assuring reasonable arrangements can be made to provide assistance at the meeting.

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**

3. **PUBLIC COMMENTS** - *Under the Brown Act, the Board should not take action on or discuss matters raised during public comment portion of the agenda which are not listed on the agenda. Board members may refer such matters to staff for factual information or to be placed on the subsequent agenda for consideration. Each individual speaker is limited to speak three (3) continuous minutes or less.*

4. **ADDITIONS/REVISIONS** – *The Committee may add an item to the Agenda after making a finding that there is a need to take immediate action on the item and that the item came to the attention of the Committee subsequent to the posting of the agenda. An action adding an item to the agenda requires 2/3 vote of the Committee. If there are less than 2/3 of the Committee members present, adding an item to the agenda requires a unanimous vote. Added items will be placed for discussion at the end of the agenda.*

5. **APPROVAL OF THE MINUTES – SEPTEMBER 9 AND SEPTEMBER 9, 2020 SPECIAL MEETING**

6. **IMPLEMENTATION AND MANAGEMENT SERVICES AGREEMENT BETWEEN RIVERSIDE COUNTY TRANSPORTATION COMMISSION AND WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY**
 - 1) Review and discuss the Draft Implementation and Management Services Agreement (Agreement) between RCTC and the Western Riverside County Regional Conservation Authority (RCA); and
 - 2) Direct staff to include the Agreement and any related budget actions for consideration by the Commission at the November 12, 2020 meeting.

7. **ADJOURNMENT**

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

EXECUTIVE COMMITTEE

MINUTES

SEPTEMBER 9, 2020

1. CALL TO ORDER

The meeting of the Executive Committee was called to order by Chair Ben J. Benoit at 9:35 a.m. via Zoom Meeting ID: 871 2191 7353. Pursuant to Governor Newsom’s Executive Order N-29-20, (March 18, 2020), the meeting was conducted via video conferencing and by telephone.

ROLL CALL

Commissioners Present

Ben J. Benoit
Brian Berkson
Jan Harnik
Jeff Hewitt
Kevin Jeffries
Lisa Middleton
Michael Naggar
V. Manuel Perez
Karen Spiegel
Chuck Washington
Lloyd White

Commissioners Absent

2. PUBLIC COMMENTS

There were no requests to speak from the public.

3. ADDITIONS/REVISIONS

There were no additions or revision to the agenda.

4. CLOSED SESSION – EXECUTIVE DIRECTOR

4A. Public Employee Performance Evaluation
Title: Executive Director

4B. Conference with Labor Negotiators Pursuant to Section 54957.6

Agency Representative: Chair or Designee
Employee: Executive Director

There were no announcements from closed session.

5. ADJOURNMENT

There being no other items to be considered, the Executive Committee meeting adjourned at 9:38 a.m.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Lisa", with a long horizontal flourish extending to the right.

Lisa Mobley
Clerk of the Board

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

EXECUTIVE COMMITTEE SPECIAL MEETING MINUTES

SEPTEMBER 9, 2020

1. CALL TO ORDER

The meeting of the Executive Committee was called to order by Chair Ben J. Benoit at 8:31 a.m. via Zoom Meeting ID: 871 2191 7353. Pursuant to Governor Newsom's Executive Order N-29-20, (March 18, 2020), the meeting was conducted via video conferencing and by telephone.

ROLL CALL

Commissioners Present

Ben J. Benoit
Brian Berkson
Jan Harnik
Jeff Hewitt
Kevin Jeffries
Lisa Middleton
Michael Naggar*
V. Manuel Perez*
Karen Spiegel
Chuck Washington
Lloyd White

*arrived after the meeting was called to order

Commissioners Absent

2. PUBLIC COMMENTS

There were no requests to speak from the public.

3. ADDITIONS/REVISIONS

There were no additions or revision to the agenda.

4. APPROVAL OF MINUTES

M/S/C (Spiegel/Harnik) to approve the minutes of August 12, 2020 meeting as submitted.

5. DUE DILIGENCE UPDATE REGARDING RCA'S REQUEST THAT RCTC ACT AS THE MANAGEMENT AGENCY FOR RCA

At this time, Commissioners Naggar and Perez joined the meeting.

Anne Mayer, Executive Director, provided an update on the due diligence that has been completed regarding RCA's request the RCTC act as the management agency for RCA, which focused on the following areas: implementation mechanism, financial, legal, policy, contracts, and staff/organization.

Commissioner Berkson asked about RCA's other options and additional staffing needs. Ms. Mayer deferred any questions regarding RCA's options to RCA and clarified all current RCA employees who choose to come to RCTC would separate from the County and become new RCTC employees. Any employees working on RCA projects would be charged to RCA.

Commissioner Naggar expressed RCA needs to be rebuilt from the ground up regardless of who is the management agency.

Vice Chair Harnik requested some background information on why the County was initially selected as the managing agency of RCA. Commissioner Washington provided some history of the formation of the RCA, noting the cities wanted RCA to stand alone and the supervisors wanted RCA under the County's purview. Commissioner Naggar provided some additional historical information on the formation of the RCA.

Commissioner Spiegel questioned how RCTC would be affected should they not take over RCA and RCA were to eventually fail. Ms. Mayer stated RCTC is the single largest contributor to the MSHCP and all projects in Western Riverside County has coverage from this plan/permit. Through the due diligence process, it has been learned approximately two years per project is being saved by being part of the MSHCP. If the permit is lost, every transportation project will have to go through a project-by-project review and go through an additional environmental process that was previously paid for.

Commissioner Washington expressed his support for having RCTC assume the management of RCA.

Commissioner Hewitt noted the removal of RCA employees from under the County and putting them under RCTC pulls them from the County's unfunded liability and puts them with RCTC, which is one of the best funded pensions in the area. Making the management change would also remove some redundancies and create a larger lobbying footprint, and if the legal lanes can be kept separate in an equitable way, RCTC is the best place for RCA.

Second Vice Chair Perez noted he is looking for the Western Riverside County Supervisors and Commissioners for guidance as this affects their districts. Commissioner Middleton concurred with Commissioner Perez and noted RCTC is an exemplary run organization with a clear focus and she wants to ensure that is not lost. She noted she is reassured by

Ms. Mayer's comments regarding how long this will take to implement and her clear argument that there will need to be increased staffing to get this done. It needs to be recognized how much work will be added to the leadership team of RCTC in order to get this done.

Commissioner Berkson asked how RCA's reputation, which is sometimes seen as negative, will affect RCTC's positive reputation. Ms. Mayer stated significant outreach would need to be done, especially in jurisdiction where concerns have been raised. It gets rebuilt by going out and listening to concerns and then addressing those concerns. Commissioner Berkson asked if the RCTC Commissioners who also sit on RCA can discuss this at the next meeting.

Chair Benoit expressed his support of this change. He noted it is a lot for RCTC to take on but the due diligence that has been shown by Ms. Mayer and the steps that have been laid out regarding what the team will need to be successful in this transition show this can be accomplished.

Ms. Mayer noted the full RCA Board will be having a conversation about this proposed transition next week.

6. FISCAL YEAR 2020/21 ORGANIZATION RECOMMENDATIONS

Chair Benoit stated he asked Anne Mayer to place this item on the agenda after some discovery was done at RCA that led him to believe some decisions that were made in May might not have been on the right track.

Ms. Mayer stated in May, in preparation for the budget during a time of uncertainty, out of an abundance of caution she recommended the Commission unfund vacant positions, freeze merit increases, and pause the policy, which creates annual salary range adjustments via CPI. Ms. Mayer stated despite projections of decreased revenues, RCTC has one of the biggest budgets it has ever had and there are 13 projects under construction. Her recommendation today is to reinstate merit increases, reinstate salary adjustments per CPI, and fund the Director of Planning and Programming position.

Chair Benoit stated during the RCA due diligence process it was discovered that RCA and county employees received increases, therefore he is in support of Ms. Mayer's recommendation.

Commissioner Hewitt stated he is not in support of the recommendation.

Commissioner Jeffries asked about the cost associated with this action and Ms. Mayer stated it is \$504,000 for the new position and merit increases and would have to go before the full Commission for a budget adjustment.

Commissioner Washington questioned the increases that were given to County employees. Ms. Mayer stated County's HR confirmed represented employees are being provided step increases, which differs from RCTC's merit increases.

Vice Chair Harnik stated we will be asking for more from RCTC staff and it is not realistic to expect them not to take merit increases. She stated this is an RCA spinoff that is being seen and is going to impact more as we go along, so the questions that need to be answered are is RCA important, is it important to support RCA and do it right, and will RCTC be working harder to ensure RCA remains viable.

Commissioner Spiegel clarified the step increases were given to County staff however they were reduced from two steps of 2.5 percent to one step at 4 percent.

Supervisor Jeffries stated if budget allows it is important that employee's inflationary costs are covered. He noted the County has eliminated several hundred employee positions. Commissioner Jeffries asked for clarification regarding the COLA increases and merit increases. Anne Mayer stated the increase to salary ranges is done via CPI, which adjusts the salary range only, it does not give employees an automatic increase. The salary ranges will be adjusted by 2.9%. Merit increases must be approved, are tied to performance evaluations and the cap on that is 4%.

Commissioner White stated revenue increases look promising but this is an uncertain time. To maintain consistency, he is not in support of salary increases. However, he would like to vote on the funding of the Planning and Programming Director separately as he is in support of funding that position.

Commissioner Washington clarified the step increase changes at the County and stated what Ms. Mayer is proposing is in-line with what the County has implemented.

M/S/C (Middleton/Harnik) to:

- 1) Reinstate merit increases and salary range cost of living adjustment (COLA) for FY 2020/21 effective July 1, 2020;**
- 2) Approve revised FY 2020/21 salary ranges; and**
- 3) Direct staff to include these proposed actions in a budget adjustment for consideration by the Commission.**

No: Jeffries, Hewitt, White, Berkson

M/S/C (White/Middleton) to Reinstate funding for Planning and Programming Director on range 63 (\$13,098-\$17,682).

7. ADJOURNMENT

There being no other items to be considered, the Special Meeting of the Executive Committee meeting adjourned at 9:35 a.m.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Lisa", with a long horizontal flourish extending to the right.

Lisa Mobley
Clerk of the Board

AGENDA ITEM 6

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	October 14, 2020
TO:	Executive Committee
FROM:	Anne Mayer, Executive Director
SUBJECT:	Implementation and Management Services Agreement between Riverside County Transportation Commission and Western Riverside County Regional Conservation Authority

STAFF RECOMMENDATION:

This item is for the Committee to:

- 1) Review and discuss the Draft Implementation and Management Services Agreement (Agreement) between RCTC and the Western Riverside County Regional Conservation Authority (RCA); and
- 2) Direct staff to include the Agreement and any related budget actions for consideration by the Commission at the November 12, 2020 meeting.

BACKGROUND INFORMATION:

In August 2020, RCTC received a request from the RCA Executive Committee to consider serving as its managing agency. Currently, the RCA has a somewhat similar agreement with the County of Riverside (County). RCA assigned staff are County employees whose salaries and benefits are funded by RCA. RCA also maintains a number of agreements with the County for services including information technology, software, accounting system, land management, and real estate and right of way services.

On August 12, 2020, the RCTC Executive Committee considered RCA’s request and directed staff to conduct a 60-day due diligence effort to assess feasibility, identify concerns, and evaluate opportunities.

As reported at the September 9, 2020 RCTC Executive Committee meeting, due diligence assessments of implementation mechanism options, policy, financial, legal, contracts and organization/staffing were conducted and revealed no fatal flaws or implementation impediments. In addition, opportunities for consolidation of administrative processes, shared resources and consultant contracts were identified.

At both RCTC Executive Committee meetings, Commissioners discussed the history of RCA and the status of the agency, expressed confidence in RCTC’s management, and voiced points of concern for staff to evaluate during the due diligence effort.

After careful deliberation and research, staff has yet to identify any fatal flaws to entering into an agreement with RCA and has identified many compelling reasons to move forward. As is often the case, success will depend on widespread consensus from important stakeholders — chief among them the Commission itself.

Reasons to Move Forward

Western Riverside County's Multi Species Habitat Conservation Plan (MSHCP) is the largest conservation plan of its kind in the country, protecting 146 species and 500,000 acres of open space. Thanks to the MSHCP and the underlying Section 10, Natural Community Conservation Plan (NCCP), and Migratory Bird Treaty Act (MBTA) permits, Riverside County has been able to make progress toward implementation of the Riverside County Integrated Project. While the value of the permit is hard to quantify, RCTC and other agencies have saved significant amounts of taxpayer dollars and time from streamlined approvals. Most importantly the commitment to protecting sensitive habitat and ensuring open space is a key component in enhancing the quality of life for local residents.

As important as establishing a plan might be, its ongoing implementation is even more critical. Not surprisingly the largest investor in the plan to date is RCTC, which has provided \$153 million in Measure A funding for habitat acquisition.

Unfortunately, RCA has encountered challenges in recent months in maintaining the momentum and urgency that was originally generated when the agency was formed in 2001. The agency's Executive Director position has not been permanently filled and an update of its nexus study and fee program has not taken place for more than a decade (though an updated nexus study is anticipated to be presented to the RCA Board for approval by the end of 2020). At the same time, the County faces preexisting budgetary challenges which will likely be exacerbated by the current COVID-19 crisis. As a result, the ongoing status of the County serving as the managing agency for RCA is on tenuous ground.

As a vested stakeholder and investor in the MSHCP, having RCTC serve as RCA's managing agency offers more long-term support and expertise for the implementation of the MSHCP. Efficiencies through the consolidation of professional services contracts can be realized over the long-term and the collaboration between agencies on matters such as land acquisition, public outreach and awareness, internal administrative functions, and legislative affairs can be significant. RCTC has long-standing existing relationships with state and federal resource agencies and a track record of successful delivery of projects with approvals from those agencies.

Factors to Consider

There are compelling reasons to move forward; however, RCTC staff wishes to be transparent about setting appropriate expectations, namely: the uncertain and long-term nature of potential cost-savings; up-front, one-time transition costs; and the need to fully staff both organizations to

meet the expectations of both boards. These challenges were identified by RCTC staff and were openly discussed by Commissioners at the September RCTC Executive Committee meeting.

RCA and RCTC will work together to seek efficiencies by consolidating professional services agreements as much as possible. These consolidation efforts could result in cost savings; however, such savings may not be readily achieved in the short term due to existing contractual obligations and the time needed for RCTC staff to make professional assessments of how best to structure the expanded organization. It must be emphasized that, while cost savings are desirable, it is not the primary goal of the reorganization and it is not realistic to promise that cost savings can be achieved immediately. RCTC staff will bring forward necessary budget adjustments and an Agreement between the agencies to the full Commission in November or December. Should an Agreement be approved and the transition take place on January 1, 2021, RCTC staff will begin in-depth assessments of resources and consultant contracts, while also beginning preparations for the FY 2022 budgets for both agencies.

As presented to the RCTC Executive Committee in September, a 3-stage multi-year implementation process is necessary to complete the transition requiring sufficient resources to ensure no harm to existing RCTC projects, programs, and services. In addition, RCA investments will be necessary to ensure full staff and consultant resources are available to achieve enhanced MSHCP implementation strategies and fulfill the stated objectives of both agencies' governing boards. Costs and timing associated with transitions from County financial and technology systems have not yet been determined.

Several additional shared cost staff positions will be necessary to address current and projected workload; therefore, both RCA and RCTC will incur increased costs in the short-term. RCTC's strong financial position can absorb such costs, and there will be a financial firewall between both organizations. RCA will have to pay out significant leave balances to long-term employees upon their employment termination with the County and start of employment with RCTC. RCA will also have to make a significant Public Employees' Retirement System (PERS) contribution to the County for RCA's share of the net pension liability related to County employees service at RCA.

Both agencies will also have to fill positions that have been left vacant during the recent COVID crisis and due to RCA's uncertain management direction. While either agency might continue to succeed without being fully staffed for a short period of time, combining the staffs of two agencies that are not fully staffed is inadvisable without a commitment to the needed complement of human resources to continue RCTC's ongoing responsibilities. A revised organization chart, job descriptions for the establishment of new and revised positions, and a revised salary schedule will be presented to the RCTC Executive Committee by December. The revised salary schedule will also be presented to the RCTC Board for approval by December.

DISCUSSION:

In order to implement RCTC's role as RCA's managing agency an agreement is needed between the agencies that identifies roles and responsibilities of each. It is important to note that this is

not a merger of the two agencies. RCA will continue as a separate legal entity and continue to be governed by its board. This arrangement would allow RCA the means to contract with RCTC for the day-to-day administration of the agency and the MSHCP. The attached Agreement outlines staffing, services, financial, and legal obligations for an initial five-year term.

Highlights of the Agreement and key implementation points to note are as follows:

- RCTC staff (which will now include former County employees assigned to RCA who are hired by RCTC) will report to and serve under the direction of the RCTC Executive Committee and Board. The RCTC Executive Director will similarly report to the RCTC Executive Committee and Board.
- RCTC will be reimbursed for all costs associated with implementing the Agreement.
- Existing statutory and/or joint power authority of both agencies are not impacted by the Agreement, including but not limited to roles and responsibilities under the MSHCP and its Implementation Agreement.
- The RCA Board will remain responsible for RCA policy and financial decisions, including approval of contracts fully funded by RCA.
- RCTC will be responsible for approval of jointly funded and consolidated/shared contracts.
- RCTC general administrative policies and processes including procurement of consultant and vendor contracts will be utilized.

NEXT STEPS:

Upon direction from the RCTC Executive Committee to proceed toward implementation, the following schedule is anticipated with a goal of the Agreement being effective by January 1, 2021. Approval of other actions related to budget and organization will be required concurrently with or subsequent to implementation of the Agreement.

RCTC Board Status Briefing	October 14
RCA Executive Committee Agreement Review	October 21
RCA Board Consideration of Agreement/Budget Action	November 2
RCTC Board Consideration of Agreement/Budget Action	November 12
Conditional Job Offers to Existing RCA-assigned County Staff	November 12
RCA Board/County of Riverside Terminate Existing Agreement	December TBD
RCTC Executive Committee Approval of Revised Job Descriptions and Salary Schedule	November 12 or December 9
RCTC Board Approval of Revised Salary Schedule	December 9
Effective Date of RCTC/RCA Agreement	January 1, 2021

Attachment: Draft Implementation and Managing Services Agreement

IMPLEMENTATION AND MANAGEMENT SERVICES AGREEMENT
BETWEEN RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AND WESTERN RIVERSIDE COUNTY
REGIONAL CONSERVATION AUTHORITY

This Management Services Agreement (“**Agreement**”) is made and entered into as of this ___ day of _____, 2020, by and between the Riverside County Transportation Commission (“**RCTC**”) and the Western Riverside County Regional Conservation Authority (“**RCA**”) and shall become effective as set forth herein. RCTC and RCA are sometimes referred to in this Agreement individually as a “**Party**,” or collectively as “**Parties**.”

RECITALS

A. WHEREAS, the Western Riverside County Regional Conservation Authority (“**RCA**”) is a joint powers authority established in 2004 to implement the Western Riverside County Multiple Species Habitat Conservation Plan (“**MSHCP**”), pursuant to Government Code section 6500 *et seq.* and other pertinent provisions of law (“**RCA JPA**”), by and between the RCA and numerous cities located within western Riverside County and the County of Riverside; and

B. WHEREAS, the purpose of the RCA is to create a public agency to acquire, administer, operate and maintain land and facilities to establish habitat reserves for the conservation and protection of species covered by the MSHCP, and to exercise all other powers necessary and incidental to accomplishing this purpose; and

C. WHEREAS, Section 3 of the RCA JPA sets forth numerous powers of RCA in carrying out its purposes, including the power to make and enter into contracts and to employ agents, consultants, attorneys, and employees. Section 10 of the RCA JPA authorizes RCA

through its Board of the Western Riverside County Regional Conservation Authority (“**Board**”) to retain an Executive Director (“**Executive Director**”); and to administer the MSHCP.

D. WHEREAS, the RCA JPA sets forth certain powers and duties of such Executive Director, managers, or other personnel of RCA to whom the Board delegates authority; and

E. WHEREAS, RCTC is a public agency formed pursuant to the County Transportation Commissions Act (Pub. Util. Code § 130000, et. seq.); and

F. WHEREAS, RCTC is the single largest funder of the MSHCP and has provided funding in the amount of \$153,000,000 toward implementation of the MSHCP; and

G WHEREAS, RCTC relies on the 2004 federal and State permits issued authorizing Incidental Take of the Covered Species Adequately Conserved resulting from Covered Activities, including RCTC’s Measure A projects, within the MSHCP Plan Area, subject to and in accordance with, the MSHCP and the MSHCP Implementing Agreement; and

H. WHEREAS, as the RCA now desires to contract with RCTC to provide executive director services and such other administrative support as required to assist RCA in its obligations to administer the MSHCP.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. APPOINTMENT. RCA hereby retains RCTC, acting through its Executive Director and/or his or her designees, to serve as the RCA Executive Director and administer this Agreement on its behalf. Further, RCA retains RCTC to provide such other administrative services as are necessary through RCTC’s staff and/or consultants to fulfill the needs and requirements of RCA, and RCTC agrees to provide such services as may be required by RCA, all upon the terms set forth below.

2. DUTIES OF RCTC.

A. RCTC shall administer, coordinate, and supervise the activities of the RCA as set forth in the RCA JPA, and shall act for RCA in accomplishing its purposes, set forth in Section 1 of the RCA JPA. RCTC, acting through such RCTC personnel, attorneys and consultants as RCTC, shall from time to time contract with and/or appoint personnel and consultants to provide the services described below.

B. The services hereunder shall include, but not be limited to:

1. Preparation of Board and Committee agendas and provide staff support for Board and Committee meetings;
2. Oversee the implementation of the MSHCP, including, without limitation, the duties and responsibilities of Executive Director found in Section 6.6.3(B), and related Implementation Agreements;
3. Administer the RCA Joint Powers Agreement, including all those responsibilities set forth therein including Section 3 (Powers) and Section 10 (Executive Director);
4. Prepare State and federal reports, including required audits and an annual budget and amendments;
5. Oversee collection and administration of the MSHCP Local Development Impact Fee, including preparation of required ordinances, resolutions, nexus studies, and member agency audits;
6. Seek, obtain, and administer federal and state funding and grants;
7. Manage consultant contracts and provide legal support and representation;
8. Provide land acquisition services and oversee land management and monitoring contracts;

9. Provide administrative support as required;
10. Provide any other support, as necessary and able, to carry out the purposes of the MSHCP, the RCA and this Agreement; and
11. Oversee and implement actions and directives of the RCA Board.

Nothing in this Agreement will alter RCTC's roles and responsibilities under the MSHCP or the Implementing Agreements.

3. OTHER PERSONNEL SERVICES. RCTC may retain, contract with and appoint additional staff, which shall serve under the exclusive direction of RCTC, as may from time to time be necessary or convenient to fulfill RCTC's obligations as the RCA Executive Director. Such additional staff may be retained as RCTC employees or contractors.

4. TERM; TERMINATION. This Agreement shall be effective for a five-year term as of the effective date of this Agreement. The term of this Agreement shall commence on January 1, 2021. Once effective, this Agreement shall continue thereafter for successive one-year terms without further action by the RCA or RCTC. This Agreement may be terminated at any time by either party giving the other party 12 months prior written notice.

5. COMPENSATION AND REIMBURSEMENT OF COSTS.

A. RCA shall reimburse RCTC for all costs incurred by RCTC in fulfilling its obligations under this Agreement, including without limitation indirect overhead costs, consultant and other costs attributable to this Agreement as set forth in Exhibit A, attached hereto. Such costs shall also include costs incurred by RCTC since July 1, 2020, related to this Agreement.

B. Also, such fees and costs shall be invoiced to RCA no more frequently than once a month. Upon receipt, RCA shall pay all approved fees and costs within 30 days of receipt.

6. INSURANCE AND INDEMNITY.

A. During the term of the Agreement, RCA shall maintain Commercial General Liability Insurance with limits not less than \$2,000,000 per occurrence. The policies shall be endorsed to state that RCTC, its directors, officials, officers and employees shall be covered as additional insured under such policy and that such policy shall be primary to any policies held by RCTC. Any deductibles shall be declared to RCTC.

B. To the fullest extent permitted by law, the RCTC shall indemnify, hold harmless and defend the RCA, its directors, officers, employees, agents and authorized volunteers, and each of them from and against any and all claims, demands, causes of action, damages, penalties, judgments, awards, decrees, costs, expenses, attorneys' fees, losses or liabilities, in law or in equity, of every kind or nature, including but not limited to, personal injury, bodily injury, wrongful death, and property damage, arising out of the RCTC's alleged negligence or wrongful acts related to or in connection with the RCTC's performance of duties under the terms and conditions of this Agreement.

C. To the fullest extent permitted by law, the RCA shall indemnify, hold harmless and defend the RCTC, its directors, officers, employees, agents and authorized volunteers, and each of them from and against any and all claims, demands, causes of action, damages, penalties, judgments, awards, decrees, costs, expenses, attorneys' fees, losses or liabilities, in law or in equity, of every kind or nature, including but not limited to, personal injury, bodily injury, wrongful death, and property damage, arising out of the RCA's alleged negligence or wrongful acts related to or in connection with its performance of its duties under the terms and conditions of this Agreement.

7. ADMINISTRATION. The RCTC Executive Director shall administer this Agreement on behalf of the RCTC. The RCA Board of Directors shall administer this Agreement on behalf of the RCA.

8. COMMON INTEREST. To further their common interests in the MSHCP, the Parties and their respective counsel have shared, and desire to continue to share, orally, in writing, and by other means, information concerning the MSHCP and other material that is subject

to the attorney-client privilege, the attorney work product doctrine, and other related or applicable privileges and protections (collectively, “**Common Interest Materials**”) without in any way waiving any applicable privilege, protection, or immunity, or diminishing the confidentiality of the Common Interest Materials. With these goals in mind, the Parties agree as follows:

A. Exchange of Information. In consideration of their common interests, the Parties agree that any exchanges among the Parties, their counsel, consultants and/or experts acting on their behalf (collectively, “**Party Affiliates**”) of Common Interest Materials does not waive any privilege, protection, or confidentiality applicable to such materials. The Parties intend that all privileges, protections, and confidentiality applicable to Common Interest Materials shared amongst the Parties and/or Party Affiliates under this Agreement will apply to the same extent as if the Common Interest Materials had not been shared. Without limiting the foregoing, this Agreement and any drafts thereof are Common Interest Materials.

B. Confidentiality. Each Party will keep all Common Interest Materials in strict confidence, and will use such materials only as permitted under this Agreement or as otherwise permitted by the disclosing Party. No Party may disclose Common Interest Materials to any third party for any purpose, except as otherwise permitted by the disclosing Party. For the avoidance of doubt, this Agreement does not restrict a Party from disclosing Common Interest Materials to its own counsel. Nothing in this Agreement obligates any Party to disclose to another Party any privileged or confidential information.

C. Injunctive Relief. The Parties agree that the disclosure of any Common Interest Materials in violation of this Agreement may cause irreparable harm for which there is no adequate remedy at law. Each Party agrees that immediate injunctive relief is an appropriate and necessary remedy for violation of this Agreement.

D. Relationship. Nothing in this Agreement creates either: (a) a fiduciary duty among the Parties or with any third party or (b) an attorney-client relationship between any attorney and any Party that is not represented by that attorney as its counsel.

9. ASSIGNMENT. This Agreement shall not be assigned by either party, in whole or in part, without the prior written consent of the other party.

10. NOTICE. A party giving notice as required in this Agreement shall provide for personal delivery of such notice or shall send such notice by United States mail, postage prepaid, to the agent and address of the other party as set forth below:

If to RCA: Attn: Executive Director
 3403 10th Street, Suite 320
 Riverside, CA 92501
 United States
 Phone: (951) 955-9700
 Fax: (951) 955-8873

If to the RCTC: Attn: Executive Director
 4080 Lemon Street
 3rd Floor
 Riverside, CA 92501
 United States
 Phone: (951) 787-7141
 Fax: (951) 787-7920

11. AMENDMENT; ENTIRE AGREEMENT. This Agreement represents the entire agreement between the parties with respect to the management services provided by RCTC to RCA. Any amendment or modification of the provisions of this Agreement must be in writing and signed by each of the parties hereto.

12. WAIVER. Any waiver by either party of a breach of any of the terms of this Agreement shall not be construed as a waiver of any succeeding breach of the same or other term of this Agreement.

13. SEVERABILITY. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the

rest of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

14. GOVERNING LAW AND VENUE. This Agreement and its construction and interpretation as to validity, performance and breach shall be construed under the laws of the State of California applicable to agreements both entered into and to be performed in California.

The provisions of the Government Claims Act (Government Code section 900, *et seq.*) shall be applicable for any disputes under this Agreement.

Venue shall be within the County of Riverside for any legal or equitable action to enforce the terms of this Agreement, to declare the rights of the parties under this Agreement, or for any action which relates to this Agreement in any manner.

15. APPROVAL/COUNTERPARTS. This Agreement and any amendments thereto must be approved by the RCA Board of Directors and the RCTC Board of Commissioners. Each party has had the opportunity to participate in drafting and preparation of this Agreement. Any construction to be made in the Agreement of any of its terms or provisions shall not be construed against any one party.

This Agreement may be executed in one or more counterparts, all of which together shall constitute one and the same Agreement. This Agreement may be signed using digital signatures.

16. STATUS OF RCTC EMPLOYEES. When appropriate, RCTC shall assign any of its employees to perform the obligations set forth in this Agreement (“RCTC Employees”) as part of their regular duties for RCTC. The Parties acknowledge and agree that at all times RCTC Employees shall remain under the exclusive control of the RCTC Executive Director or an RCTC Director or other designee. The RCA shall not have any right to control the manner or means in which RCTC Employees perform services under this Agreement, including RCTC Employees’ management of consultants. Any concerns regarding performance shall be addressed to RCTC

Executive Committee or RCTC Executive Director. To this end, RCTC shall have the sole and exclusive authority to do the following:

(a) Make all decisions regarding the hiring, retention, discipline or termination of RCTC Employees.

(b) Determine the wages to be paid to RCTC Employees, including any pay increases or special assignment pay. These wages shall be determined in accordance with RCTC's published publicly available pay schedule and shall be subject to changes thereto approved by the RCTC Commission.

(c) Set the benefits of RCTC Employees, including health and welfare benefits, retirement benefits, and leave accruals in accordance with RCTC policies.

(d) Evaluate the performance of RCTC Employees through performance evaluations performed by a management level employee that reports directly to the RCTC Executive Committee or otherwise provided in the personnel rules adopted by RCTC.

(e) Perform all other functions related to the service, compensation, or benefits of the RCTC Employees assigned to perform services under this Agreement.

17. CERTIFICATION OF TO EXECUTE THIS AGREEMENT. RCTC and RCA certify that the individuals signing below on behalf of the party have authority to execute this Agreement on behalf of the party, and may legally bind the party to the terms and conditions of this Agreement, and any attachments hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date or dates indicated below.

RIVERSIDE COUNTY
TRANSPORTATION COMMISSION

WESTERN RIVERSIDE COUNTY REGIONAL
CONSERVATION AUTHORITY

BY: _____

BY: _____

Ben Benoit, RCTC Chair

Jonathan Ingram, RCA Chair

EXHIBIT A

Compensation shall be paid to RCTC by the RCA for the services provided under this agreement. These include:

1. Any reorganization costs as set forth in this Agreement.
2. The cost of performing the services under this Agreement.
3. The reimbursement of indirect overhead costs, non-employee/consultant fees and costs incurred by RCTC while performing the services hereunder, which may include, but not be limited to, supplies, legal services, consultant services, equipment, board member stipends and board member and staff expense reimbursements. The reimbursement of these costs will be provided at the same rate charged to RCTC unless otherwise approved in writing by the Parties.

RCTC shall periodically, but no more frequently than monthly nor less frequently than semiannually, provide an invoice to RCA itemizing charges for the billing period.