

This document contains the following:

1. Current JPA
2. Addendum #1 re addition of City of Wildomar (8/4/08)
3. Addendum #2 re addition of City of Menifee (10/6/08)
4. Addendum #3 re addition of Eastern and Western Municipal Water Districts (5/11/09)
5. Addendum #4 re addition of City of Eastvale (10/1/10)
6. Addendum #5 re addition of City of Jurupa Valley (7/1/11)
7. Addendum #6 to permit the provision of PACE services (local HERO) (10/23/12)

JOINT POWERS AGREEMENT OF
THE WESTERN RIVERSIDE
COUNCIL OF GOVERNMENTS

This Agreement is made and entered into on the 1st day of April, 1991, pursuant to Government Code Section 6500 et. seq. and other pertinent provisions of law, by and between six or more of the cities located within Western Riverside County and the County of Riverside.

RECITALS

A. Each member and party to this Agreement is a governmental entity established by law with full powers of government in legislative, administrative, financial, and other related fields.

B. The purpose of the formation is to provide an agency to conduct studies and projects designed to improve and coordinate the common governmental responsibilities and services on an area-wide and regional basis through the establishment of an association of governments. The Council will explore areas of inter-governmental cooperation and coordination of government programs and provide recommendations and solutions to problems of common and general concern.

C. When authorized pursuant to an Implementation Agreement, the Council shall manage and administer thereunder.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

I.

PURPOSE AND POWERS

1.1 Agency Created.

There is hereby created a public entity to be known as the "Western Riverside Council of Governments" ("WRCOG"). WRCOG is formed by this Agreement pursuant to the provision of Government Code Section 6500 et. seq. and other pertinent provision of law. WRCOG shall be a public entity separate from the parties hereto.

1.2 Powers.

1.2.1. WRCOG established hereunder shall perform all necessary functions to fulfill the purposes of this Agreement. Among other functions, WRCOG shall:

- a. Serve as a forum for consideration, study and recommendation on area-wide and regional problems;
- b. Assemble information helpful in the consideration of problems peculiar to Western Riverside County;
- c. Explore practical avenues for intergovernmental cooperation, coordination and action in the interest of local public welfare and means of improvements in the administration of governmental services; and
- d. Serve as the clearinghouse review body for Federally-funded projects in accordance with Circular A-95 in conjunction with the Southern California Association of Governments.

1.2.2. The Council shall have the power in its own name to do any of the following;

a. When necessary for the day to day operation of the Council, to make and enter into contracts;

b. To contract for the services of engineers, attorneys, planners, financial consultants and separate and apart therefrom to employ such other persons, as it deems necessary;

c. To apply for an appropriate grant or grants under any federal, state, or local programs.

d. To receive gifts, contributions and donations of property, funds, services and other forms of financial assistance from persons, firms, corporations and any governmental entity;

e. To lease, acquire, construct, manage, maintain, and operate any buildings, works, or improvements;

f. To delegate some or all of its powers to the Executive Committee and the Executive Director of the Council as hereinafter provided.

1.2.3 The association shall have the power in its own name, only with the approval of all affected member agencies to;

a. Acquire, hold and dispose of property by eminent domain, lease, lease purchase or sale.

b. To incur debts, liabilities, obligations, and issue bonds;

II.

ORGANIZATION OF COUNCIL

2.1 Parties.

The parties to WRCOG shall be the County of Riverside and each city located within Western Riverside County which has executed or hereafter executes this Agreement, or any addenda, amendment, or supplement thereto and agrees to such become a member upon such terms and conditions as established by the general council or executive committee, and which has not, pursuant to provisions hereof, withdrawn therefrom. Only the parties identified in this section and Associate Members approved under section 8.2 of this Agreement, if any, shall be considered contracting parties to this Agreement under Government Code section 6502, provided that the rights of any Associate Member under this Agreement shall be limited solely those rights expressly set forth in a PACE Agreement authorized in section 8.2 of this Agreement.

2.2 Names.

The names, particular capacities and addresses of the parties at any time shall be shown on Exhibit "A" attached hereto, as amended or supplemented from time to time.

2.3 Duties.

WRCOG shall do whatever is necessary and required to carry out the purposes of this agreement and when authorized by an Implementation Agreement pursuant to section 1.2.3 as appropriate, to make and enter into such contracts, incur such debts and obligations, assess contributions from the members, and perform such other acts as are necessary to the accomplishment of the purposes of such agreement,

within the provisions of Government Code Section 6500 et seq. and as prescribed by the laws of the State of California.

2.4 Governing Body.

2.4.1. WRCOG shall be governed by a General Assembly with membership consisting of the appropriate representatives from the County of Riverside, each city which is a signatory to this Agreement, Western Municipal Water District, and Eastern Municipal Water District, the number of which shall be determined as hereinafter set forth. The General Assembly shall meet at least once annually, preferably scheduled in the evening. Each member agency of the General Assembly shall have one vote for each mayor, council member, county supervisor, and water district board member present at the General Assembly. The General Assembly shall act only upon a majority of a quorum. A quorum shall consist of a majority of the total authorized representatives, provided that members representing a majority of the member agencies are present. The General Assembly shall adopt and amend by-laws for the administration and management of this Agreement, which when adopted and approved shall be an integral part of this Agreement. Such by-laws may provide for the management and administration of this Agreement.

2.4.2. There shall be an Executive Committee which exercises the powers of this Agreement between sessions of the General Assembly. Members of the Executive Committee shall be the Mayor from each of the member cities, four members of the Riverside County Board of Supervisors and the President of each Water District, the remaining member of the Board of Supervisors shall serve as an alternate, except any City Council, at its discretion, can appoint a Mayor Pro Tem or other city council

member in place of the Mayor, and each water district board, at its discretion, can appoint another board member in place of the President. The Executive Committee shall act only upon a majority of a quorum. A quorum shall consist of a majority of the member agencies. Membership of the Water Districts on the General Assembly and Executive Committee of WRCOG shall be conditioned on the Water Districts entering into a separate Memorandums of Understanding with WRCOG.

2.4.3. Each member of the General Assembly and the Executive Committee shall be a current member of the legislative body such member represents.

2.4.4. Each participating member on the Executive Committee shall also have an alternate, who must also be a current member of the legislative body of the party such alternate represents. The name of the alternate members shall be on file with the Executive Committee. In the absence of the regular member from an agency, the alternate member from such agency shall assume all rights and duties of the absent regular member.

2.5 Executive Director.

The Executive Director shall be the chief administrative officer of the Council. He shall receive such compensation as may be fixed by the Executive Committee. The powers and duties of the Executive Director shall be subject to the authority of the Executive Committee and include the following:

- a. To appoint, direct and remove employees of the Council.
- b. Annually to prepare and present a proposed budget to the Executive Committee and General Assembly.
- c. Serve as Secretary of the Council and of the Executive Committee.

- d. To attend meetings of the Executive Committee.
- e. To perform such other and additional duties as the Executive Committee may require.

2.6 Principal Office.

The principal office of WRCOG shall be established by the Executive Committee and shall be located within Western Riverside County. The Executive Committee is hereby granted full power and authority to change said principal office from one location to another within Western Riverside County. Any change shall be noted by the Secretary under this section but shall not be considered an amendment to this Agreement.

2.7 Meetings.

The Executive Committee shall meet at the principal office of the agency or at such other place as may be designated by the Executive Committee. The time and place of regular meetings of the Executive Committee shall be determined by resolution adopted by the Executive Committee; a copy of such resolution shall be furnished to each party hereto. Regular, adjourned and special meetings shall be called and conducted in accordance with the provisions of the Ralph M. Brown Act, Government Code Section 54950 et. seq., as it may be amended.

2.8 Powers and Limitations of the Executive Committee.

Unless otherwise provided herein, each member or participating alternate of the Executive Committee shall be entitled to one vote, and a vote of the majority of those present and qualified to vote constituting a quorum may adopt any motion,

resolution, or order and take any other action they deem appropriate to carry forward the objectives of the Council.

2.9 Minutes.

The secretary of the Council shall cause to be kept minutes of regular adjourned regular and special meetings of the General Assembly and Executive Committee, and shall cause a copy of the minutes to be forwarded to each member and to each of the members hereto.

2.10 Rules.

The Executive Committee may adopt from time to time such rules and regulations for the conduct of its affairs consistent with this agreement or any Implementation Agreement.

2.11 Vote or Assent of Members.

The vote, assent or approval of the members in any manner as may be required, hereunder shall be evidenced by a certified copy of the action of the governing body of such party filed with the Council. It shall be the responsibility of the Executive Director to obtain certified copies of said actions.

2.12 Officers.

There shall be selected from the membership of the Executive Committee, a chairperson and a vice chairperson. The Executive Director shall be the secretary. The Treasurer of the County of Riverside shall be the Treasurer of the Council and the Controller or Auditor of the County of Riverside shall be the Auditor of the Council. Such persons shall possess the powers of, and shall perform the treasurer and auditor functions respectively, for WRCOG and perform those functions required of them by

Government Code Sections 6505, 6505.5 and 6505.6, and by all other applicable laws and regulations, including any subsequent amendments thereto.

The chairperson and vice chairperson, shall hold office for a period of one year commencing July 1st of each and every fiscal year; provided, however, the first chairperson and vice chairperson appointed shall hold office from the date of appointment to June 30th of the ensuing fiscal year. Except for the Executive Director, any officer, employee, or agent of the Executive Committee may also be an officer, employee, or agent of any of the members. The appointment by the Executive Committee of such a person shall be evidence that the two positions are compatible.

2.13 Committees.

The Executive Committee may, as it deems appropriate, appoint committees to accomplish the purposes set forth herein. All committee meetings of WRCOG, including those of the Executive Committee, shall be open to all members.

2.14 Additional Officers and Employees.

The Executive Committee shall have the power to authorize such additional officers and assistants as may be appropriate. Such officers and employees may also be, but are not required to be, officers and employees of the individual members.

2.15 Bonding Requirement.

The officers or persons who have charge of, handle, or have access to any property of WRCOG shall be the members of the Executive Committee, the treasurer, the Executive Director, and any other officers or persons to be designated or empowered by the Executive Committee. Each such officer or person shall be required

to file an official bond with the Executive Committee in an amount which shall be established by the Executive Committee. Should the existing bond or bonds of any such officer be extended to cover the obligations provided herein, said bond shall be the official bond required herein. The premiums on any such bonds attributable to the coverage required herein shall be appropriate expenses of WRCOG.

2.16 Status of Officers and Employees.

All of the privileges and immunities from liability, exemption from laws, ordinances and rules, all pension, relief, disability, worker's compensation, and other benefits which apply to the activity of officers, agents, or employees of any of the members when performing their respective functions shall apply to them to the same degree and extent while engaged in the performance of any of the functions and other duties under this Agreement. None of the officers, agents, or employees appointed by the Executive Committee shall be deemed, by reason of their employment by the Executive Committee, to be employed by any of the members or, by reason of their employment by the Executive Committee, to be subject to any of the requirements of such members.

2.17 Restrictions.

Pursuant to Government Code Section 6509, for the purposes of determining the restrictions to be imposed by the Council in its exercise of the above-described joint powers, reference shall be made to, and the Council shall observe, the restrictions imposed upon the County of Riverside.

2.18 Water Districts and TUMF Matters.

Pursuant to this Joint Powers Agreement, WRCOG administers the Transportation Mitigation Fee (“TUMF”) for cities in western Riverside County. The fee was established prior to the Water District’s involvement with WRCOG and will fund transportation improvements for the benefit of the County of Riverside and the cities in western Riverside County. As such, the Western Municipal Water District and the Eastern Municipal Water District General Assembly and Executive Committee Members shall not vote on any matter related to the administration of the TUMF program or the expenditure of TUMF revenues.

III

FUNDS AND PROPERTY

3.1 Treasurer.

The Treasury of the member agency whose Treasurer is the Treasurer for WRCOG shall be the depository for WRCOG. The Treasurer of the Council shall have custody of all funds and shall provide for strict accountability thereof in accordance with Government Code Section 6505.5 and other applicable laws of the State of California. He or she shall perform all of the duties required in Government Code Section 6505 and following, such other duties as may be prescribed by the Executive Committee.

3.2. Expenditure of Funds.

The funds under this Agreement shall be expended only in furtherance of the purposes hereof and in accordance with the laws of the State of California and standard accounting practices shall be used to account for all funds received and disbursed.

3.3. Fiscal Year.

WRCOG shall be operated on a fiscal year basis, beginning on July 1 of each year and continuing until June 30 of the succeeding year. Prior to July 1 of each year, the General Assembly shall adopt a final budget for the expenditures of WRCOG during the following fiscal Year.

3.4. Contributions/Public Funds.

In preparing the budget, the General Assembly by majority vote of a quorum shall determine the amount of funds which will be required from its members for the purposes of this Agreement. The funds required from its members after approval of the final budget shall be raised by contributions 50% of which will be assessed on a per capita basis and 50% on an assessed valuation basis, each city paying on the basis of its population and assessed valuation and the County paying on the basis of the population and assessed valuation within the unincorporated area of Western Riverside County as defined in the by-laws. The parties, when informed of their respective contributions, shall pay the same before August 1st of the fiscal year for which they are assessed or within sixty days of being informed of the assessment, whichever occurs later. In addition to the contributions provided, advances of public funds from the parties may be made for the purposes of this Agreement. When such advances are made, they shall be repaid from the first available funds of WRCOG.

The General Assembly shall have the power to determine that personnel, equipment or property of one or more of the parties to the Agreement may be used in lieu of fund contributions or advances.

All contributions and funds shall be paid to WRCOG and shall be disbursed by a majority vote of a quorum of the Executive Committee, as authorized by the approved budget.

3.5 Contribution from Water Districts.

The provision of section 3.4 above shall be inapplicable to the Western Municipal Water District and the Eastern Municipal Water District. The amount of contributions from these water districts shall be through the WRCOG budget process.

IV

BUDGETS AND DISBURSEMENTS

4.1 Annual Budget.

The Executive Committee may at any time amend the budget to incorporate additional income and disbursements that might become available to WRCOG for its purposes during a fiscal year.

4.2 Disbursements.

The Executive Director shall request warrants from the Auditor in accordance with budgets approved by the General Assembly or Executive Committee subject to quarterly review by the Executive Committee. The Treasurer shall pay such claims or disbursements and such requisitions for payment in accordance with rules, regulations, policies, procedures and bylaws adopted by the Executive Committee.

4.3 Accounts.

All funds will be placed in appropriate accounts and the receipt, transfer, or disbursement of such funds during the term of this Agreement shall be accounted for in accordance with generally accepted accounting principles applicable to governmental

entities and pursuant to Government Code Sections 6505 et seq. and any other applicable laws of the State of California. There shall be strict accountability of all funds. All revenues and expenditures shall be reported to the Executive Committee.

4.4 Expenditures Within Approved Annual Budget.

All expenditures shall be made within the approved annual budget. No expenditures in excess of those budgeted shall be made without the approval of a majority of a quorum of the Executive Committee.

4.5 Audit.

The records and accounts of WRCOG shall be audited annually by an independent certified public accountant and copies of such audit report shall be filed with the County Auditor, State Controller and each party to WRCOG no later than fifteen (15) days after receipt of said audit by the Executive Committee.

4.6 Reimbursement of Funds.

Grant funds received by WRCOG from any federal, state, or local agency to pay for budgeted expenditures for which WRCOG has received all or a portion of said funds from the parties hereto shall be used as determined by WRCOG's Executive Committee.

V

LIABILITIES

5.1 Liabilities.

The debts, liabilities, and obligation of WRCOG shall be the debts, liabilities, or obligations of WRCOG alone and not of the parties to this Agreement.

5.2 Hold Harmless and Indemnity.

Each party hereto agrees to indemnify and hold the other parties harmless from all liability for damage, actual or alleged, to persons or property arising out of or resulting from negligent acts or omissions of the indemnifying party or its employees. Where the General Assembly or Executive Committee itself or its agents or employees are held liable for injuries to persons or property, each party's liability for contribution or indemnity for such injuries shall be based proportionately upon the contributions (less voluntary contributions) of each member. In the event of liability imposed upon any of the parties to this Agreement, or upon the General Assembly or Executive Committee created by this Agreement, for injury which is caused by the negligent or wrongful act or omission of any of the parties in the performance of this Agreement, the contribution of the party or parties not directly responsible for the negligent or wrongful act or omission shall be limited to One Hundred Dollars (\$100.00). The party or parties directly responsible for the negligent or wrongful acts or omissions shall indemnify, defend, and hold all other parties harmless from any liability for personal injury or property damage arising out of the performance of this Agreement. The voting for or against a matter being considered by the General Assembly or executive or other committee or WRCOG, or abstention from voting on such matter, shall not be construed to constitute a wrongful act or omission within the meaning of this Subsection.

VI

ADMISSION AND WITHDRAWAL OF PARTIES

6.1 Admission of New Parties.

It is recognized that additional cities other than the original parties, may wish to participate in WRCOG. Any Western Riverside County city may become a party

to WRCOG upon such terms and conditions as established by the General Assembly or Executive Committee. Any Western Riverside County city shall become a party to WRCOG by the adoption by the city council of this agreement and the execution of a written addendum thereto agreeing to the terms of this Agreement and agreeing to any additional terms and conditions that may be established by the general assembly or Executive Committee. Special districts which are significantly involved in regional problems and the boundaries of which include territory within the collective area of the membership shall be eligible for advisory membership in the Council. The representative of any such advisory member may participate in the work of committees of the Council.

6.2 Withdrawal from WRCOG.

It is fully anticipated that each party hereto shall participate in WRCOG until the purposes set forth in this Agreement are accomplished. The withdrawal of any party, either voluntary or involuntary, unless otherwise provided by the General Assembly or Executive Committee, shall be conditioned as follows:

a. In the case of a voluntary withdrawal following a properly noticed public hearing, written notice shall be given to WRCOG, six months prior to the effective date of withdrawal;

b. Withdrawal shall not relieve the party of its proportionate share of any debts or other liabilities incurred by WRCOG prior to the effective date of the parties' notice of withdrawal;

c. Unless otherwise provided by a unanimous vote of the Executive Committee, withdrawal shall result in the forfeiture of that party's rights and claims

relating to distribution of property and funds upon termination of WRCOG as set forth in Section VII below;

d. Withdrawal from any Implementation Agreement shall not be deemed withdrawal from membership in WRCOG.

VII

TERMINATION AND DISPOSITION OF ASSETS

7.1 Termination of this Agreement.

WRCOG shall continue to exercise the joint powers herein until the termination of this Agreement and any extension thereof or until the parties shall have mutually rescinded this Agreement; providing, however, that WRCOG and this Agreement shall continue to exist for the purposes of disposing of all claims, distribution of assets and all other functions necessary to conclude the affairs of WRCOG.

Termination shall be accomplished by written consent of all of the parties, or shall occur upon the withdrawal from WRCOG of a sufficient number of the agencies enumerated herein so as to leave less than five of the enumerated agencies remaining in WRCOG.

7.2 Distribution of Property and Funds.

In the event of the termination of this Agreement, any property interest remaining in WRCOG following the discharge of all obligations shall be disposed of as the Executive Committee shall determine with the objective of distributing to each remaining party a proportionate return on the contributions made to such properties by such parties, less previous returns, if any.

VIII

PACE IMPLEMENTATION AND PARTICIPATION AGREEMENTS;

ASSOCIATE MEMBERSHIP

8.1 Execution of Agreement.

When authorized by the Executive Committee, any affected member agency or agencies enumerated herein, may execute an Implementation Agreement for the purpose of authorizing WRCOG to implement, manage and administer area-wide and regional programs in the interest of the local public welfare. The costs incurred by WRCOG in implementing a program including indirect costs, shall be assessed only to those public agencies who are parties to that Implementation Agreement.

8.2 PACE Agreements; Associate Membership.

WRCOG shall be empowered to establish and operate one or more Property Assessed Clean Energy (“PACE”) programs pursuant to Chapter 29 of the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code, and to enter into one or more agreements, including without limitation, participation agreements, implementation agreements and joint powers agreements and amendments thereto to fulfill such programs both within and outside the jurisdictional boundaries of WRCOG.

WRCOG, acting through its Executive Committee, shall be empowered to establish an “Associate Member” status that provides membership in WRCOG to local jurisdictions that are outside WRCOG’s jurisdictional boundaries but within whose boundaries a PACE program will be established and implemented by WRCOG. Said local jurisdictions shall become Associate Members of WRCOG by adopting one or more agreements (the “PACE Agreement”) on the terms and conditions established by

the Executive Committee and consistent with the requirements of the Joint Exercise of Powers Act, being 5 of Division 7, Title 1 of the California Government Code (Sections 6500 et seq.). The rights of Associate Members shall be limited solely to those terms and conditions expressly set forth in the PACE Agreement for the purposes of implementing the PACE program within their jurisdictional boundaries. Except as expressly provided for by the PACE Agreement, Associate Members shall not have any rights otherwise granted to WRCOG's members by this Agreement, including but not limited to the right to vote, right to amend this Agreement, and right to sit on committees or boards established under this Agreement or by action of the Executive Committee or the General Assembly, including, without limitation, the General Assembly and the Executive Committee.

IX

MISCELLANEOUS

9.1 Amendments.

This Agreement may be amended with the approval of not less than two-thirds (2/3) of all member agencies.

9.2 Notice.

Any notice or instrument required to be given or delivered by depositing the same in any United States Post Office, registered or certified, postage prepaid, addressed to the addresses of the parties as shown on Exhibit "A", shall be deemed to have been received by the party to whom the same is addressed at the expiration of seventy-two (72) hours after deposit of the same in the United States Post Office for transmission by registered or certified mail as aforesaid.

9.3 Effective Date.

This Agreement shall be effective and WRCOG shall exist from and after such date as this Agreement has been executed by any seven or more of the public agencies, including the County of Riverside, as listed on page 1 hereof.

9.4 Arbitration.

Any controversy or claim between any two or more parties to this Agreement, or between any such party or parties and WRCOG, with respect to disputes, demands, differences, controversies, or misunderstandings arising in relation to interpretation of this Agreement, or any breach thereof, shall be submitted to and determined by arbitration. The party desiring to initiate arbitration shall give notice of its intention to arbitrate to every other party to this Agreement and to the Executive Director of the Council. Such notice shall designate as "respondents" such other parties as the initiating party intends to have bound by any award made therein. Any party not so designated but which desires to join in the arbitration may, within ten (10) days of service upon it of such notice, file with all other parties and with the Executive Director of the Council a response indicating its intention to join in and to be bound by the results of the arbitration, and further designating any other parties it wishes to name as a respondent. Within twenty (20) days of the service of the initial demand for arbitration, the initiating party and the respondent or respondents shall each designate a person to act as an arbitrator. The designated arbitrators shall mutually designate the minimal number of additional persons as arbitrators as may be necessary to create an odd total number of arbitrators but not less than three to serve as arbitrator(s).

The arbitrators shall proceed to arbitrate the matter in accordance with the provisions of Title 9 of Part 3 of the Code of Civil Procedure, Section 1280 et. seq. The parties to this Agreement agree that the decision of the arbitrators will be binding and will not be subject to judicial review except on the ground that the arbitrators have exceeded the scope of their authority.

9.5 Partial Invalidity.

If any one or more of the terms, provisions, sections, promises, covenants or conditions of this Agreement shall to 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, sections, 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.

9.6 Successors.

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

9.7 Assignment.

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

9.8 Execution.

The Board of Supervisors of the County of Riverside and the city councils of the cities enumerated herein have each authorized execution of this Agreement as evidenced by the authorized signatures below, respectively.

Original Members Agencies

1. City of Banning
2. City of Beaumont (withdrawn)
3. City of Calimesa
4. City of Canyon Lake
5. City of Corona
6. City of Hemet
7. City of Lake Elsinore
8. City of Moreno Valley
9. City of Murrieta
10. City of Norco
11. City of Perris
12. City of Riverside
13. City of San Jacinto
14. City of Temecula
15. County of Riverside

Additional City Members

1. City of Eastvale (added on 08/02/2010, Resolution 01-11)
2. City of Jurupa Valley (added on 07/29/2011, Resolution 02-12)
3. City of Menifee (added on 10/06/2008, Resolution 03-09)
4. City of Wildomar (added on 08/04/2008, Resolution 01-09)

**THE WESTERN RIVERSIDE
COUNCIL OF GOVERNMENTS**

Participating Agencies

5. Eastern Municipal Water District (membership on the Governing Board of WRCOG, 05/11/2009)
6. Western Municipal Water District (membership on the Governing Board of WRCOG, 05/11/2009)
7. Riverside County Superintendent of Schools (membership as an ex-officio, advisory member of WRCOG, 11/07/2011)
8. Morongo Band of Mission Indians (membership as an ex-officio, advisory member of WRCOG, 6/4/2013)



Western Riverside Council of Governments

County of Riverside • City of Banning • City of Beaumont • City of Calimesa • City of Canyon Lake • City of Corona • City of Hemet • City of Lake Elsinore
City of Moreno Valley • City of Murrieta • City of Norco • City of Perris • City of Riverside • City of San Jacinto • City of Temecula • City of Wildomar
Eastern Municipal Water District • Western Municipal Water District

RESOLUTION NUMBER 01-09

**A RESOLUTION OF THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
APPROVING AN ADDENDUM TO ADD THE CITY OF WILDOMAR
AS A MEMBER AGENCY OF WRCOG**

WHEREAS, the Western Riverside Council of Governments (“WRCOG”) is a joint powers authority consisting of the County of Riverside, fourteen cities, and two regional water districts situated in western Riverside County; and

WHEREAS, Section 6.1 of the Joint Powers Agreement of WRCOG (“Agreement”) provides that any western Riverside County city shall become party to the WRCOG by the adoption by the City Council of the Agreement and the execution of the a written addendum thereto agreeing to the terms of the Agreement; and

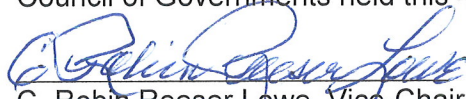
WHEREAS, the City of Wildomar desires to become a member of WRCOG; and

WHEREAS, to that end, the City Council of the City of Wildomar will adopt the Agreement on August 13, 2008, by a City of Wildomar resolution.

NOW, THEREFORE, BE IT RESOLVED that the Executive Committee of the Western Riverside Council of Governments does hereby:

1. Approve the Addendum to the Joint Powers Agreement of the WRCOG (“Addendum to the JPA”) attached hereto and by this reference incorporated herein as Exhibit "A," adding the City of Wildomar as a member agency of WRCOG.
2. That the Chairperson of the Executive Committee of WRCOG is hereby authorized to finalize and execute the proposed Addendum to the JPA on behalf of WRCOG.
3. That the executed Addendum to the Joint Powers Agreement shall become effective upon the City Council of the City of Wildomar adopting the Agreement on August 13, 2008.

PASSED AND ADOPTED at a Meeting of the Executive Committee of the Western Riverside Council of Governments held this 4th day of August, 2008.


C. Robin Reeser Lowe, Vice-Chair
WRCOG Executive Committee

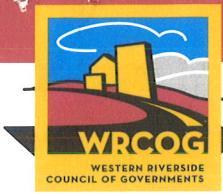

Rick Bishop, Secretary
WRCOG Executive Committee

AYES: 15

NOES: 0

ABSENT: 4

ABSTAIN: 0



Western Riverside Council of Governments

County of Riverside • City of Banning • City of Beaumont • City of Calimesa • City of Canyon Lake • City of Corona • City of Hemet • City of Lake Elsinore
City of Menifee • City of Moreno Valley • City of Murrieta • City of Norco • City of Perris • City of Riverside • City of San Jacinto • City of Temecula
City of Wildomar • Eastern Municipal Water District • Western Municipal Water District

RESOLUTION NUMBER 03-09

A RESOLUTION OF THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS APPROVING AN ADDENDUM TO THE JOINT POWERS AGREEMENT TO ADD THE CITY OF MENIFEE AS A MEMBER AGENCY OF WRCOG

WHEREAS, the Western Riverside Council of Governments ("WRCOG") is a joint powers authority consisting of the County of Riverside, fifteen cities and two regional water districts situated in western Riverside County; and

WHEREAS, Section 6.1 of the Joint Powers Agreement of WRCOG ("Agreement") provides that any western Riverside County city shall become party to the WRCOG by the adoption by the City Council of the Agreement and the execution of the a written addendum thereto agreeing to the terms of the Agreement; and

WHEREAS, the City of Menifee desires to become a member of WRCOG; and

WHEREAS, to that end, the City Council of the City of Menifee will adopt the Agreement on the 7th day of October 2008, by a City of Menifee Resolution Number 08-32.

NOW, THEREFORE, BE IT RESOLVED that the Executive Committee of the Western Riverside Council of Governments does hereby:

1. Approve the Addendum to the Joint Powers Agreement of the WRCOG ("Addendum to the JPA") attached hereto and by this reference incorporated herein as Exhibit "A," adding the City of Menifee as a member agency of WRCOG.
2. That the Chairperson of the Executive Committee of WRCOG is hereby authorized to finalize and execute the proposed Addendum to the JPA on behalf of WRCOG.

PASSED AND ADOPTED at a Meeting of the Executive Committee of the Western Riverside Council of Governments held this 6th day of October, 2008.



Jeff Stone, Chair
WRCOG Executive Committee

AYES: 17

NOES: 0

ABSENT: 2



Rick Bishop, Secretary
WRCOG Executive Committee

ABSTAIN: 0

EXHIBIT "A"

**ADDENDUM TO THE JOINT POWERS AGREEMENT OF THE WESTERN RIVERSIDE
COUNCIL OF GOVERNMENTS ADDING THE CITY OF MENIFEE AS A MEMBER AGENCY**

This ADDENDUM TO THE JOINT POWERS AGREEMENT OF THE WESTERN COUNCIL OF GOVERNMENTS dated this 6th day of October 2008, is made by and between the Western Riverside Council of Governments ("WRCOG"), a joint powers authority of the State of California, and the City of Menifee, a general law city of the State of California.

WHEREAS, Section 6.1 of the Joint Powers Agreement of WRCOG executed in 1991 ("Agreement"), provides that any western Riverside County city shall become party to the WRCOG by the adoption by the City Council of the Agreement and the execution of the written addendum thereto agreeing to the terms of the Agreement; and

WHEREAS, the City of Menifee desires to become a member of WRCOG; and

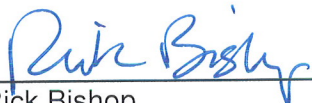
WHEREAS, to that end, the City Council of the City of Menifee will adopt the Agreement on the 7th day of October 2008, by a City of Menifee Resolution Number 08-32.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

1. The City of Menifee agrees to the terms and conditions of the Agreement hereto and by this reference incorporated herein as Exhibit "A" and any amendments thereto. The City of Menifee, as member of WRCOG, further agrees to abide by any applicable WRCOG bylaws.
2. Upon execution of this Addendum to the Agreement, the City of Menifee will become a member of the WRCOG.

ATTEST:

WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS

By: 
Rick Bishop
Secretary of WRCOG

By: 
Jeff Stone
Chair of WRCOG

Dated: 10-6-08

Dated: 10-6-08

ATTEST:

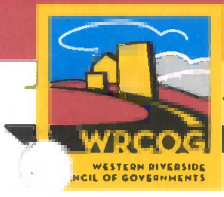
CITY OF MENIFEE

By: 
Kathy Bennett
City Clerk

By: 
Wallace Edgerton
Mayor

Dated: 11/25/08

Dated: 11/05/08



Western Riverside Council of Governments

County of Riverside • City of Banning • City of Beaumont • City of Calimesa • City of Canyon Lake • City of Corona • City of Hemet • City of Lake Elsinore
City of Menifee • City of Moreno Valley • City of Murrieta • City of Norco • City of Perris • City of Riverside • City of San Jacinto • City of Temecula
City of Wildomar • Eastern Municipal Water District • Western Municipal Water District

AMENDMENT TO THE JOINT POWERS AGREEMENT OF THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS TO ADD WATER DISTRICTS TO THE WRCOG GOVERNING BOARD

This Amendment to the Joint Powers Agreement (“Amended Agreement”) is made and entered into on the 11th day of May, 2009, by and between sixteen cities located within western Riverside County and the County of Riverside (collectively the “Parties”).

RECITALS

WHEREAS, sixteen cities located within western Riverside County and the County of Riverside have entered into a Joint Powers Agreement on April 1, 1991, and through subsequent amendments thereto (the “JPA”), to form the Western Riverside Council of Governments (“WRCOG”); and

WHEREAS, the Western Municipal Water District and the Eastern Municipal Water District (the “Water Districts”) have approached WRCOG to express that their involvement in WRCOG will be beneficial to both WRCOG member agencies and the Water Districts; and

WHEREAS, the Water Districts believe that cooperation with WRCOG will create synergies which will facilitate a variety of joint goals, including (1) improved coordination on major infrastructure planning; (2) improved and consistent implementation of landscape water conservation ordinances; (3) improved coordination of shared legislative and regulatory strategies; (4) better positioning to overcome resource management challenges; and (5) improved regional response and compliance with a merging case law tightening the connection between land use and water resources; and

WHEREAS, WRCOG agrees and strongly supports coordination with the Water Districts, and believes that permitting the Water Districts membership on the WRCOG Governing Body is the best manner which would most efficaciously serve the interests of the WRCOG member agencies and the Water Districts; and

WHEREAS, pursuant to Government Code sections 6500 *et seq.*, the parties to the JPA desire to amend the JPA to add the Water Districts to the Governing Body of WRCOG.

MUTUAL UNDERSTANDINGS

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

Section 1: Section 2.1 to the JPA is hereby amended to read as follows:

2.1 Parties.

The parties to WRCOG shall be the County of Riverside and each city located within western Riverside County which has executed or hereafter executes this Agreement, or any addenda, amendment, or supplement thereto and agrees to such become a member upon such terms and conditions as established by the general counsel or Executive Committee, and which has not, pursuant to provisions hereof, withdrawn therefrom. Only the parties identified in this section shall be considered contracting parties to the JPA under Government Code section 6502.

Section 2: Section 2.4 to the JPA is hereby amended to read as follows:

2.4 Governing Body.

2.4.1. WRCOG shall be governed by a General Assembly with membership consisting of the appropriate representatives from the County of Riverside, each city which is a signatory to this Agreement, Western Municipal Water District, and Eastern Municipal Water District, the number of which shall be determined as hereinafter set forth. The General Assembly shall meet at least once annually, preferably scheduled in the evening. Each member agency of the General Assembly shall have one vote for each mayor, council member, county supervisor, and water district board member present at the General Assembly. The General Assembly shall act only upon a majority of a quorum. A quorum shall consist of a majority of the total authorized representatives, provided that members representing a majority of the member agencies are present. The General Assembly shall adopt and amend by-laws for the administration and management of this Agreement, which when adopted and approved shall be an integral part of this Agreement. Such by-laws may provide for the management and administration of this Agreement.

2.4.2. There shall be an Executive Committee which exercises the powers of this Agreement between sessions of the General Assembly. Members of the Executive Committee shall be the Mayor from each of the member cities, four members of the Riverside County Board of Supervisors and the President of each Water District, the remaining member of the Board of Supervisors shall serve as an alternate, except any City Council, at its discretion, can appoint a Mayor Pro Tem or other city council member in place of the Mayor and each water district board, at its discretion, can appoint another board member in place of the President. The Executive Committee shall act only upon a majority of a quorum. A quorum shall consist of a majority of the member agencies. Membership of the Water Districts on the General Assembly and Executive Committee of WRCOG shall be conditioned on the Water Districts entering into a separate Memorandums of Understanding with WRCOG.

Section 3: Section 2.18 is hereby added to the JPA to read as follows:

2.18 Water Districts and TUMF Matters.

Pursuant to this Joint Powers Agreement, WRCOG administers the Transportation Mitigation Fee ("TUMF") for cities in western Riverside County. The fee was established prior to the Water District's involvement with WRCOG and will fund transportation improvements for the benefit of the County of Riverside and the cities in western Riverside County. As such, the Western Municipal Water District and the Eastern Municipal Water District General Assembly and Executive Committee Members shall not vote on any matter related to the administration of the TUMF program or the expenditure of TUMF revenues.

Section 4: Section 3.5 is hereby added to the JPA to read as follows:

3.5 Contributions from Water Districts.

The provisions of section 3.4 above shall be inapplicable to the Western Municipal Water District and the Eastern Municipal Water District. The amount of contributions from these water districts shall be through the WRCOG budget process.

Section 5: This amendment is to become effective upon execution by all of the parties that are currently signatories to the JPA.

Section 6: All other provisions and terms of the JPA are to remain unchanged.

Section 7: This Amendment may be executed in counterparts.

IN WITNESS WHEREOF, the Parties hereto have caused this Amended Agreement to be executed and attested by their officers thereunto duly authorized as of the date first above written.

[SIGNATURES ON FOLLOWING PAGES]

ATTEST:

City Clerk
City of Banning

By: Maria G. Cuddeback

Dated: 6-23-09

CITY OF BANNING

By: Robert E. Burt
Mayor

ATTEST:

City Clerk
City of Beaumont

By: _____

Dated: _____

CITY OF BEAUMONT

By: _____
Mayor

ATTEST:

City Clerk
City of Calimesa

By: _____

Dated: _____

CITY OF CALIMESA

By: _____
Mayor

ATTEST:

City Clerk
City of Canyon Lake

By: _____

Dated: _____

CITY OF CANYON LAKE

By: _____
Mayor

ATTEST:

City Clerk
City of Banning

By: _____

Dated: _____

CITY OF BANNING

By _____
Mayor

ATTEST:

City Clerk (Deputy)
City of Beaumont

By: *Shelby K. ...*
Dated: 8-4-09

CITY OF BEAUMONT

By *[Signature]*
Mayor

ATTEST:

City Clerk
City of Calimesa

By: _____

Dated: _____

CITY OF CALIMESA

By _____
Mayor

ATTEST:

City Clerk
City of Canyon Lake

By: _____

Dated: _____

CITY OF CANYON LAKE

By _____
Mayor

ATTEST:

City Clerk
City of Banning

By: _____

Dated: _____

CITY OF BANNING

By _____

Mayor

ATTEST:

City Clerk
City of Beaumont

By: _____

Dated: _____

CITY OF BEAUMONT

By _____

Mayor

ATTEST:

City Clerk
City of Calimesa

By: Harlene Linder

Dated: 6/16/09

CITY OF CALIMESA

By: James O. Hyatt

Mayor

ATTEST:

City Clerk
City of Canyon Lake

By: _____

Dated: _____

CITY OF CANYON LAKE

By _____

Mayor

ATTEST:

City Clerk
City of Banning

CITY OF BANNING

By: _____

By _____
Mayor

Dated: _____

ATTEST:

City Clerk
City of Beaumont

CITY OF BEAUMONT

By: _____

By _____
Mayor

Dated: _____

ATTEST:

City Clerk
City of Calimesa

CITY OF CALIMESA

By: _____

By _____
Mayor

Dated: _____

ATTEST:

City Clerk
City of Canyon Lake

CITY OF CANYON LAKE

By: *[Signature]*

By *[Signature]*
Mayor

Dated: 7/1/09

ATTEST:

City Clerk
City of Corona

CITY OF CORONA

By: *Victoria J. Walsh*

By: *[Signature]*

Mayor

Dated: *June 17, 2009*

ATTEST:

City Clerk
City of Hemet

CITY OF HEMET

By: _____

By: _____

Mayor

Dated: _____

r

ATTEST:

City Clerk
City of Lake Elsinore

CITY OF LAKE ELSINORE

By: _____

By: _____

Mayor

Dated: _____

ATTEST:

City Clerk
City of Meniffee

CITY OF MENIFEE

By: _____

By: _____

Mayor

Dated: _____

ATTEST:

City Clerk
City of Corona

By: _____

Dated: _____

CITY OF CORONA

By _____

Mayor

ATTEST:

City Clerk
City of Hemet

By: Sarah McComas

Dated: July 16, 2009

CITY OF HEMET

By: Eric M. White

Mayor

ATTEST:

City Clerk
City of Lake Elsinore

By: _____

Dated: _____

CITY OF LAKE ELSINORE

By _____

Mayor

ATTEST:

City Clerk
City of Meniffee

By: _____

Dated: _____

CITY OF MENIFEE

By _____

Mayor

ATTEST:

City Clerk
City of Corona

By: _____

Dated: _____

CITY OF CORONA

By _____
Mayor

ATTEST:

City Clerk
City of Hemet

By: _____

Dated: _____

CITY OF HEMET

By _____
Mayor

ATTEST:

City Clerk
City of Lake Elsinore

By: Debra Thomson

Dated: June 10, 2009

CITY OF LAKE ELSINORE

By [Signature]
Mayor

ATTEST:

City Clerk
City of Menifee

By: _____

Dated: _____

CITY OF MENIFEE

By _____
Mayor

ATTEST:

City Clerk
City of Corona

CITY OF CORONA

By: _____

By _____
Mayor

Dated: _____

ATTEST:

City Clerk
City of Hemet

CITY OF HEMET

By: _____

By _____
Mayor

Dated: _____

r

ATTEST:

City Clerk
City of Lake Elsinore

CITY OF LAKE ELSINORE

By: _____

By _____
Mayor

Dated: _____

ATTEST:

City Clerk
City of Menifee

CITY OF MENIFEE

By: K Bennett

By Wallace W Edgerton
Mayor

Dated: 6/17/09

ATTEST:

City Clerk
City of Moreno Valley

By: Jane H. [Signature]

Dated: 7/14/09

CITY OF MORENO VALLEY

By: [Signature]
Mayor

Approved by _____
Date 9 JUL 2009
[Signature]
City Clerk
Moreno Valley

ATTEST:

City Clerk
City of Murrieta

By: _____

Dated: _____

CITY OF MURRIETA

By: _____
Mayor

ATTEST:

City Clerk
City of Norco

By: _____

Dated: _____

CITY OF NORCO

By: _____
Mayor

ATTEST:

City Clerk
City of Perris

By: _____

Dated: _____

CITY OF PERRIS

By: _____
Mayor

ATTEST:

City Clerk
City of Moreno Valley

By: _____

Dated: _____

CITY OF MORENO VALLEY

By _____

Mayor

ATTEST:

City Clerk
City of Murrieta

By: A. Kuyblinson

Dated: Sept. 1, 2009

CITY OF MURRIETA

By: [Signature]

Mayor

ATTEST:

City Clerk
City of Norco

By: _____

Dated: _____

CITY OF NORCO

By _____

Mayor

ATTEST:

City Clerk
City of Perris

By: _____

Dated: _____

CITY OF PERRIS

By _____

Mayor

ATTEST:

City Clerk
City of Moreno Valley

CITY OF MORENO VALLEY

By: _____

By _____
Mayor

Dated: _____

ATTEST:

City Clerk
City of Murrieta

CITY OF MURRIETA

By: _____

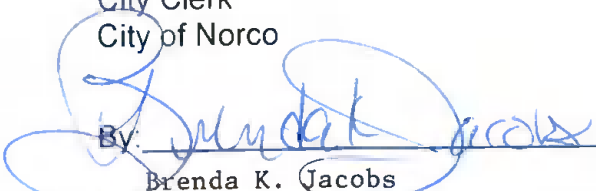
By _____
Mayor

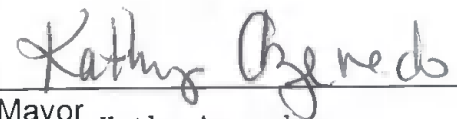
Dated: _____

ATTEST:

City Clerk
City of Norco

CITY OF NORCO

By:  _____
Brenda K. Jacobs
Dated: July 15, 2009

By  _____
Mayor Kathy Azevedo

ATTEST:

City Clerk
City of Perris

CITY OF PERRIS

By: _____

By _____
Mayor

Dated: _____

ATTEST:

City Clerk
City of Moreno Valley

CITY OF MORENO VALLEY

By: _____

By _____

Mayor

Dated: _____

ATTEST:

City Clerk
City of Murrieta

CITY OF MURRIETA

By: _____

By _____

Mayor

Dated: _____

ATTEST:

City Clerk
City of Norco

CITY OF NORCO

By: _____

By _____

Mayor

Dated: _____

ATTEST:

City Clerk
City of Perris

CITY OF PERRIS

By: Judy L. Haughney
Judy L. Haughney, C.M.C.

By: Daryl R. Busch

Mayor Daryl R. Busch

Dated: 6/23/09

ATTEST:

City Clerk
City of Riverside

By: *[Signature]*

Dated: July 2, 2009

CITY OF RIVERSIDE

By: *[Signature]*
Mayor Pro Tempore

APPROVED AS TO FORM

[Signature]
DEPUTY CITY ATTORNEY

ATTEST:

City Clerk
City of San Jacinto

By: _____

Dated: _____

CITY OF SAN JACINTO

By: _____
Mayor

ATTEST:

City Clerk
City of Temecula

By: _____

Dated: _____

CITY OF TEMECULA

By: _____
Mayor

ATTEST:

City Clerk
City of Wildomar

By: _____

Dated: _____

CITY OF WILDOMAR

By: _____
Mayor

ATTEST:

City Clerk
City of Riverside

By: _____

Dated: _____

CITY OF RIVERSIDE

By _____
Mayor

ATTEST:

City Clerk
City of San Jacinto

By: Bang McDill

Dated: 6/19/09

CITY OF SAN JACINTO

By [Signature]
Mayor

ATTEST:

City Clerk
City of Temecula

By: _____

Dated: _____

CITY OF TEMECULA

By _____
Mayor

ATTEST:

City Clerk
City of Wildomar

By: _____

Dated: _____

CITY OF WILDOMAR

By _____
Mayor

ATTEST:

City Clerk
City of Riverside

By: _____

Dated: _____

CITY OF RIVERSIDE

By _____
Mayor

ATTEST:

City Clerk
City of San Jacinto

By: _____

Dated: _____

CITY OF SAN JACINTO

By _____
Mayor

ATTEST:

City Clerk *Susan W. Jones, MMC*
City of Temecula

By: *Susan W. Jones*

Dated: *8/12/09*

CITY OF TEMECULA

By *Maryann Edwards*
Mayor *Maryann Edwards*

APPROVED AS TO FORM:
Peter M. Thorson
Peter M. Thorson, City Attorney

ATTEST:

City Clerk
City of Wildomar

By: _____

Dated: _____

CITY OF WILDOMAR

By _____
Mayor

ATTEST:

City Clerk
City of Riverside

CITY OF RIVERSIDE

By: _____

By _____
Mayor

Dated: _____

ATTEST:

City Clerk
City of San Jacinto

CITY OF SAN JACINTO

By: _____

By _____
Mayor

Dated: _____

ATTEST:

City Clerk
City of Temecula

CITY OF TEMECULA

By: _____

By _____
Mayor

Dated: _____

ATTEST:

City Clerk
City of Wildomar

CITY OF WILDOMAR

By: Alumie A. Lee

By [Signature]
Mayor

Dated: 06/23/09



Western Riverside Council of Governments

County of Riverside • City of Banning • City of Beaumont • City of Calimesa • City of Canyon Lake • City of Corona • City of Hemet • City of Lake Elsinore
City of Menifee • City of Moreno Valley • City of Murrieta • City of Norco • City of Perris • City of Riverside • City of San Jacinto • City of Temecula
City of Wildomar • Eastern Municipal Water District • Western Municipal Water District

RESOLUTION NUMBER 01-11

A RESOLUTION OF THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS APPROVING AN ADDENDUM TO THE JOINT POWERS AGREEMENT TO ADD THE CITY OF EASTVALE AS A MEMBER AGENCY OF WRCOG

WHEREAS, the Western Riverside Council of Governments ("WRCOG") is a joint powers authority consisting of the County of Riverside, sixteen cities, and two regional water districts situated in western Riverside County; and

WHEREAS, Section 6.1 of the Joint Powers Agreement of WRCOG ("Agreement") provides that any western Riverside County city shall become party to the WRCOG by the adoption by the City Council of the Agreement and the execution of the a written addendum thereto agreeing to the terms of the Agreement; and

WHEREAS, the City of Eastvale desires to become a member of WRCOG; and

WHEREAS, to that end, the City Council of the City of Eastvale will adopt the Agreement on the 1st day of October, 2010, by a City of Eastvale Resolution Number 10-26.

NOW, THEREFORE, BE IT RESOLVED that the Executive Committee of the Western Riverside Council of Governments does hereby:

1. Approve the Addendum to the Joint Powers Agreement of the WRCOG ("Addendum to the JPA") attached hereto and by this reference incorporated herein as Exhibit "A," adding the City of Eastvale as a member agency of WRCOG.
2. That the Chairperson of the Executive Committee of WRCOG is hereby authorized to finalize and execute the proposed Addendum to the JPA on behalf of WRCOG.

PASSED AND ADOPTED at a Meeting of the Executive Committee of the Western Riverside Council of Governments held this 2nd day of August, 2010.

Kelly A. Bennett
Kelly Bennett, Chair
WRCOG Executive Committee

AYES: 16

NOES: 0

ABSENT: 5

ABSTAIN: 0

Rick Bishop
Rick Bishop, Secretary
WRCOG Executive Committee

EXHIBIT "A"

ADDENDUM TO THE JOINT POWERS AGREEMENT OF THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS ADDING THE CITY OF EASTVALE AS A MEMBER AGENCY

This ADDENDUM TO THE JOINT POWERS AGREEMENT OF THE WESTERN COUNCIL OF GOVERNMENTS dated this 2nd day of August 2010, is made by and between the Western Riverside Council of Governments ("WRCOG"), a joint powers authority of the State of California, and the City of Eastvale, a general law city of the State of California.

WHEREAS, Section 6.1 of the Joint Powers Agreement of WRCOG executed in 1991 ("Agreement"), provides that any western Riverside County city shall become party to the WRCOG by the adoption by the City Council of the Agreement and the execution of the written addendum thereto agreeing to the terms of the Agreement; and

WHEREAS, the City of Eastvale desires to become a member of WRCOG; and

WHEREAS, to that end, the City Council of the City of Eastvale will adopt the Agreement on the 1st day of October, 2010, by a City of Eastvale Resolution Number 10-26.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

1. The City of Eastvale agrees to the terms and conditions of the Agreement hereto and by this reference incorporated herein as Exhibit "A" and any amendments thereto. The City of Eastvale, as member of WRCOG, further agrees to abide by any applicable WRCOG bylaws.
2. Upon execution of this Addendum to the Agreement, the City of Eastvale will become a member of the WRCOG.

ATTEST:

By: Rick Bishop
Rick Bishop
Secretary of WRCOG

Dated: 8-2-2010

WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS

By: Kelly A. Bennett
Kelly Bennett
Chair of WRCOG

Dated: 8-2-10

ATTEST:

By: Judy L. Haughney
Name: Judy L. Haughney
City Clerk

Dated: 11-15-10

CITY OF EASTVALE

By: Adam Rush
Name: Adam Rush
Mayor

Dated: 11-15-10



Western Riverside Council of Governments

County of Riverside • City of Banning • City of Calimesa • City of Canyon Lake • City of Corona • City of Eastvale • City of Hemet • City of Jurupa Valley • City of Lake Elsinore • City of Menifee • City of Moreno Valley • City of Murrieta • City of Norco • City of Perris • City of Riverside • City of San Jacinto • City of Temecula • City of Wildomar • Eastern Municipal Water District • Western Municipal Water District

RESOLUTION NUMBER 02-12

A RESOLUTION OF THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS APPROVING AN ADDENDUM TO ADD THE CITY OF JURUPA VALLEY AS A MEMBER AGENCY OF WRCOG, EFFECTIVE JULY 1, 2011

WHEREAS, the Western Riverside Council of Governments ("WRCOG") is a joint powers authority consisting of the County of Riverside, two water districts, and sixteen cities situated in Western Riverside County; and

WHEREAS, Section 6.1 of the Joint Powers Agreement of WRCOG ("Agreement") provides that any Western Riverside County city shall become party to the WRCOG by the adoption by the city council of the Agreement and the execution of a written addendum thereto agreeing to the terms of the Agreement; and

WHEREAS, the City of Jurupa Valley desires to become a member of WRCOG; and

WHEREAS, to that end, the City Council of the City of Jurupa Valley adopted the Agreement on July 1, 2011, by a City of Jurupa Valley resolution.

NOW, THEREFORE, BE IT RESOLVED that the Executive Committee of the Western Riverside Council of Governments does hereby:

- 1. Approve the Addendum to the Joint Powers Agreement of the WRCOG ("Addendum to the JPA") attached hereto and by this reference incorporated herein as Exhibit "A", adding the City of Jurupa Valley as a member agency of WRCOG.
2. That the Chairperson of the Executive Committee of WRCOG is hereby authorized to finalize and execute the proposed Addendum to the JPA on behalf of WRCOG.

PASSED AND ADOPTED at a Meeting of the Executive Committee of the Western Riverside Council of Governments held this 29th day of July, 2011.

Robin Hastings, Chair
WRCOG Executive Committee

Rick Bishop, Secretary
WRCOG Executive Committee

Steven DeBaun
WRCOG Legal Counsel

AYES: 16 NOES: 0 ABSENT: 5 ABSTAIN: 0

EXHIBIT "A"

**ADDENDUM TO THE JOINT POWERS AGREEMENT OF THE WESTERN
RIVERSIDE COUNCIL OF GOVERNMENTS ADDING THE
CITY OF JURUPA VALLEY AS A MEMBER AGENCY**

This ADDENDUM TO THE JOINT POWERS AGREEMENT OF THE WESTERN COUNCIL OF GOVERNMENTS dated this 29th day of July, 2011, is made by and between the Western Riverside Council of Governments ("WRCOG"), a joint powers authority of the State of California, and the City of Jurupa Valley, a general law city of the State of California.

WHEREAS, Section 6.1 of the Joint Powers Agreement of WRCOG executed in 1991 ("Agreement"), provides that any Western Riverside County city shall become party to the WRCOG by the adoption by the city council of the Agreement and the execution of a written addendum thereto agreeing to the terms of the Agreement; and

WHEREAS, the City of Jurupa Valley desires to become a member of WRCOG; and

WHEREAS, to that end, the City Council of the City of Jurupa Valley adopted the Agreement on July 1, 2011, by a City of Jurupa Valley resolution.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

1. The City of Jurupa Valley agrees to the terms and conditions of the Agreement hereto and by this reference incorporated herein as Exhibit "A" and any amendments thereto. The City of Jurupa Valley further agrees to abide by any applicable WRCOG bylaws.
2. Upon execution of this Addendum to the Agreement, the City of Jurupa Valley will become a member of the WRCOG.

ATTEST:

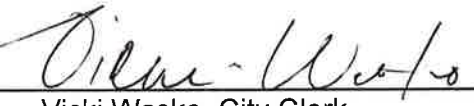
BY: 
Secretary of WRCOG

WESTERN RIVERSIDE COUNCIL OF
GOVERNMENTS

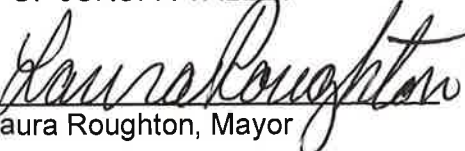
BY: 
Robin Hastings, Chairperson of the
Executive Committee of WRCOG

Dated: July 29, 2011

ATTEST:

BY: 
Vicki Wasko, City Clerk

CITY OF JURUPA VALLEY

BY: 
Laura Roughton, Mayor

Dated: 8/24/2011

**AMENDMENT TO THE JOINT POWERS AGREEMENT OF
THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
TO PERMIT THE PROVISION OF PACE SERVICES**

This Amendment to the Joint Powers Agreement (“Amended Agreement”) is made and entered into on the 23rd day of Oct, 2012, by and between seventeen cities located within Western Riverside County and the County of Riverside (collectively the “Parties”).

RECITALS

WHEREAS, seventeen cities located within Western Riverside County and the County of Riverside have entered into a Joint Powers Agreement on April 1, 1991, and through subsequent amendments thereto (the “JPA”), to form the Western Riverside Council of Governments (“WRCOG”); and

WHEREAS, on July 21, 2008, Assembly Bill 811 (“AB 811”) was signed into law to amend Chapter 29 of the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code (“Chapter 29”) to authorize cities, counties, and cities and counties to establish voluntary contractual assessment programs to fund various renewable energy sources and energy efficiency improvements to property, commonly referred to as a Property Assessed Clean Energy (“PACE”) program; and

WHEREAS, the Legislative intent of AB 811 is to finance the installation of distributed generation renewable energy sources or energy efficiency improvements that are permanently fixed to residential, commercial, industrial, or other real property; and

WHEREAS, Chapter 29 was subsequently amended by the enactment of AB 474 effective January 1, 2010, to enable a PACE program established pursuant to Chapter 29 to finance the installation of water efficiency improvements in addition to the improvements authorized to be financed pursuant to AB 811;

WHEREAS, WRCOG is authorized to implement the purposes of Chapter 29 to establish a PACE program pursuant to the provisions of Government Code Section 6502; and

WHEREAS, WRCOG has determined that it is within the best interests of the communities that it serves, and the State of California, for WRCOG to provide a PACE program pursuant to Chapter 29 as now enacted or as such legislation may be amended hereafter, including the operation of a PACE financing program within Riverside County as well as outside Riverside County; and

WHEREAS, WRCOG desires to allow jurisdictions outside WRCOG’s jurisdictional boundaries to participate in WRCOG solely for the purpose of facilitating WRCOG’s implementation of PACE programs within their jurisdictional boundaries, but without providing

those local jurisdictions any of the rights common to the members within WRCOG's jurisdiction pursuant to the JPA; and

WHEREAS, pursuant to Government Code sections 6500 *et seq.*, the parties to the JPA desire to amend the JPA to allow for the provision of PACE services, including the operation of an PACE financing program within and outside Riverside County.

MUTUAL UNDERSTANDINGS

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

Section 1: The last sentence of Section 2.1 of the Agreement shall be amended to read as follows”

“Only the parties identified in this section and Associate Members approved under section 8.2 of this Agreement, if any, shall be considered contracting parties to this Agreement under Government code section 6502, provided that the rights of any Associate Member under this Agreement shall be limited solely those rights expressly set forth in a PACE Agreement authorized in section 8.2 of this Agreement.”

Section 2: The heading of Section VIII to the JPA is hereby amended to read as follows:

“PACE IMPLEMENTATION AND PARTICIPATION AGREEMENTS;
ASSOCIATE MEMBERSHIP”.

Section 3: Section 8.2 shall be added to the JPA and shall read as follows:

8.2 PACE Agreements; Associate Membership.

WRCOG shall be empowered to establish and operate one or more Property Assessed Clean Energy (“PACE”) programs pursuant to Chapter 29 of the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code, and to enter into one or more agreements, including without limitation, participation agreements, implementation agreements and joint powers agreements and amendments thereto to fulfill such programs both within and outside the jurisdictional boundaries of WRCOG.

WRCOG, acting through its Executive Committee, shall be empowered to establish an “Associate Member” status that provides membership in WRCOG to local jurisdictions that are outside WRCOG’s jurisdictional boundaries but within whose boundaries a PACE program will be established and implemented by WRCOG. Said local jurisdictions shall become Associate Members of WRCOG by adopting one or more agreements (the “PACE Agreement”) on the terms and conditions established by the Executive Committee and consistent with the requirements of the Joint Exercise of Powers Act, being 5 of Division 7, Title 1 of the California Government Code (Sections 6500 et seq.) The

rights of Associate Members shall be limited solely to those terms and conditions expressly set forth in the PACE Agreement for the purposes of implementing the PACE program within their jurisdictional boundaries. Except as expressly provided for by the PACE Agreement, Associate Members shall not have any rights otherwise granted to WRCOG's members by this Agreement, including but not limited to the right to vote, right to amend this Agreement, and right to sit on committees or boards established under this Agreement or by action of the Executive Committee or the General Assembly, including, without limitation, the General Assembly and the Executive Committee.

Section 4: This amendment is to become effective in accordance with Section 9.1 of the JPA.

Section 5: All other provisions and terms of the JPA are to remain unchanged.

Section 6: This Amendment may be executed in counterparts.

IN WITNESS WHEREOF, the Parties hereto have caused this Amended Agreement to be executed and attested by their officers thereunto duly authorized as of the date first above written.

[SIGNATURES ON FOLLOWING PAGES]

**SIGNATURE PAGE TO THE
AMENDMENT TO THE JOINT POWERS AGREEMENT OF
THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
TO PERMIT THE PROVISION OF PACE SERVICES**

ATTEST:

City Clerk
City of Banning

By: Maria A. Cadden

Dated: 10-23-12

CITY OF BANNING

By: Don Bohemia
Mayor

ATTEST:

City Clerk
City of Calimesa

By: _____

Dated: _____

CITY OF CALIMESA

By: _____
Mayor

ATTEST:

City Clerk
City of Canyon Lake

By: _____

Dated: _____

CITY OF CANYON LAKE

By: _____
Mayor

ATTEST:

City Clerk
City of Corona

By: _____

Dated: _____

CITY OF CORONA

By: _____
Mayor

**SIGNATURE PAGE TO THE
AMENDMENT TO THE JOINT POWERS AGREEMENT OF
THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
TO PERMIT THE PROVISION OF PACE SERVICES**

ATTEST:

City Clerk
City of Banning

CITY OF BANNING

By: _____

By _____
Mayor

Dated: _____

ATTEST:

City Clerk
City of Calimesa

CITY OF CALIMESA

By: *Marlene Ludes*

By *Erica A. Zimovic*
Mayor

Dated: 10/2/12

ATTEST:

City Clerk
City of Canyon Lake

CITY OF CANYON LAKE

By: _____

By _____
Mayor

Dated: _____

ATTEST:

City Clerk
City of Corona

CITY OF CORONA

By: _____

By _____
Mayor

Dated: _____

**SIGNATURE PAGE TO THE
AMENDMENT TO THE JOINT POWERS AGREEMENT OF
THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
TO PERMIT THE PROVISION OF PACE SERVICES**

ATTEST:

City Clerk
City of Banning

CITY OF BANNING

By: _____

By _____
Mayor

Dated: _____

ATTEST:

City Clerk
City of Calimesa

CITY OF CALIMESA

By: _____

By _____
Mayor

Dated: _____

ATTEST:

City Clerk
City of Canyon Lake

CITY OF CANYON LAKE

By: *Deborah Huntington*

By *Ray Cruton*
Mayor

Dated: *12/5/12*

ATTEST:

City Clerk
City of Corona

CITY OF CORONA

By: _____

By _____
Mayor

Dated: _____

**SIGNATURE PAGE TO THE
AMENDMENT TO THE JOINT POWERS AGREEMENT OF
THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
TO PERMIT THE PROVISION OF PACE SERVICES**

ATTEST:

City Clerk
City of Banning

CITY OF BANNING

By: _____

By _____
Mayor

Dated: _____

ATTEST:

City Clerk
City of Calimesa

CITY OF CALIMESA

By: _____

By _____
Mayor

Dated: _____

ATTEST:

City Clerk
City of Canyon Lake

CITY OF CANYON LAKE

By: _____

By _____
Mayor

Dated: _____

ATTEST:

City Clerk
City of Corona

CITY OF CORONA

By:  _____

By:  _____
Mayor

Dated: 3/6/13 _____

ATTEST:

Asst. City Clerk
City of Eastvale

By: 
Dated: 09/26/12

ATTEST:

City Clerk
City of Hemet

By: _____
Dated: _____

ATTEST:

City Clerk
City of Jurupa Valley

By: _____
Dated: _____

ATTEST:

City Clerk
City of Lake Elsinore

By: _____
Dated: _____

CITY OF EASTVALE

By 
Mayor

CITY OF HEMET

By _____
Mayor

CITY OF JURUPA VALLEY

By _____
Mayor

CITY OF LAKE ELSINORE

By _____
Mayor

ATTEST:

City Clerk
City of Eastvale

By: _____

Dated: _____

ATTEST:

City Clerk
City of Hemet

By: Sarah McCombs

Dated: Sept 11, 2012

ATTEST:

City Clerk
City of Jurupa Valley

By: _____

Dated: _____

ATTEST:

City Clerk
City of Lake Elsinore

By: _____

Dated: _____

CITY OF EASTVALE

By _____
Mayor

CITY OF HEMET

By [Signature]
Mayor

CITY OF JURUPA VALLEY

By _____
Mayor

CITY OF LAKE ELSINORE

By _____
Mayor

ATTEST:

City Clerk
City of Eastvale

By: _____

Dated: _____

ATTEST:

City Clerk
City of Hemet

By: _____

Dated: _____

ATTEST:

City Clerk
City of Jurupa Valley

By: Victoria Clark

Dated: 9/20/12

ATTEST:

City Clerk
City of Lake Elsinore

By: _____

Dated: _____

CITY OF EASTVALE

By _____
Mayor

CITY OF HEMET

By _____
Mayor

CITY OF JURUPA VALLEY

By Kaura Roughton
Mayor

CITY OF LAKE ELSINORE

By _____
Mayor

ATTEST:

City Clerk
City of Eastvale

By: _____

Dated: _____

ATTEST:

City Clerk
City of Hemet

By: _____

Dated: _____

ATTEST:

City Clerk
City of Jurupa Valley

By: _____

Dated: _____

ATTEST:

City Clerk
City of Lake Elsinore

By: Virginia Bloom

Dated: March 6, 2013

CITY OF EASTVALE

By _____
Mayor

CITY OF HEMET

By _____
Mayor

CITY OF JURUPA VALLEY

By _____
Mayor

CITY OF LAKE ELSINORE

By R. J. J.
Mayor

ATTEST:

City Clerk
City of Menifee

By: HBennett

Dated: October 16, 2012

ATTEST:

City Clerk
City of Moreno Valley

By: _____

Dated: _____

ATTEST:

City Clerk
City of Murrieta

By: _____

Dated: _____

ATTEST:

City Clerk
City of Norco

By: _____

Dated: _____

CITY OF MENIFEE

By: John V. De...
Mayor

CITY OF MORENO VALLEY

By: _____
Mayor

CITY OF MURRIETA

By: _____
Mayor

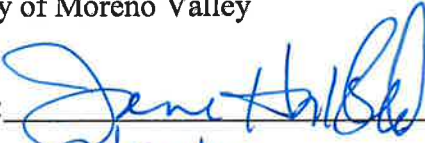
CITY OF NORCO

By: _____
Mayor

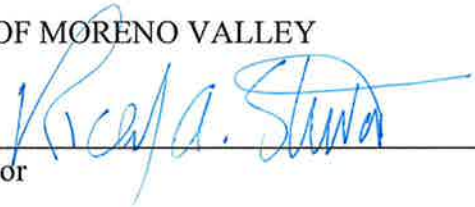
**SIGNATURE PAGE TO THE
AMENDMENT TO THE JOINT POWERS AGREEMENT OF
THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
TO PERMIT THE PROVISION OF PACE SERVICES**

ATTEST:

City Clerk
City of Moreno Valley

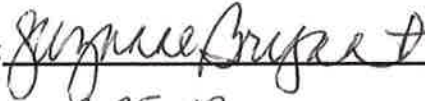
By: 
Dated: 2/27/13

CITY OF MORENO VALLEY

By: 
Mayor

APPROVE AS TO FORM:

City Attorney
City of Moreno Valley

By: 
Dated: 2-25-13

ATTEST:

City Clerk
City of Menifee

By: _____

Dated: _____

ATTEST:

City Clerk
City of Moreno Valley

By: _____

Dated: _____

ATTEST:

City Clerk
City of Murrieta

By: _____

Dated: _____

ATTEST:

City Clerk - Brenda K. Jacobs, CMC
City of Norco

By:  _____

Dated: September 5, 2012

CITY OF MENIFEE

By _____
Mayor

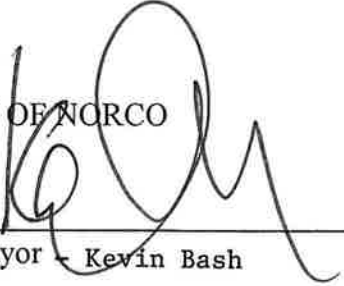
CITY OF MORENO VALLEY

By _____
Mayor

CITY OF MURRIETA

By _____
Mayor

CITY OF NORCO

By  _____
Mayor - Kevin Bash

ATTEST:

City Clerk
City of Perris

By: Judy L. Naughton

Dated: 12-11-12

CITY OF PERRIS

By: David R. Busch
Mayor

ATTEST:

City Clerk
City of Riverside

By: _____

Dated: _____

CITY OF RIVERSIDE

By: _____
Mayor

ATTEST:

City Clerk
City of San Jacinto

By: _____

Dated: _____

CITY OF SAN JACINTO

By: _____
Mayor

ATTEST:

City Clerk
City of Temecula

By: _____

Dated: _____

CITY OF TEMECULA

By: _____
Mayor

ATTEST:

City Clerk
City of Perris

By: _____

Dated: _____

ATTEST:

City Clerk
City of Riverside

By: Sherry Minton

Dated: October 2, 2012

ATTEST:

City Clerk
City of San Jacinto

By: _____

Dated: _____

ATTEST:

City Clerk
City of Temecula

By: _____

Dated: _____

CITY OF PERRIS

By _____
Mayor

CITY OF RIVERSIDE

By Donna Lovelidge
Mayor

APPROVED AS TO FORM
[Signature]
SUPERVISING DEPUTY CITY ATTORNEY
CITY OF SAN JACINTO

By _____
Mayor

CITY OF TEMECULA

By _____
Mayor

ATTEST:

City Clerk
City of Perris

By: _____

Dated: _____

ATTEST:

City Clerk
City of Riverside

By: _____

Dated: _____

ATTEST:

City Clerk
City of San Jacinto

By: Richard Miller

Dated: 9/25/12

ATTEST:

City Clerk
City of Temecula

By: _____

Dated: _____

CITY OF PERRIS

By _____
Mayor

CITY OF RIVERSIDE

By _____
Mayor

CITY OF SAN JACINTO

By Andrew F. Kotyuk
Andrew F. Kotyuk, Mayor

CITY OF TEMECULA

By _____
Mayor

ATTEST:

City Clerk
City of Wildomar

By: Rivnie A. Lee

Dated: 09/12/12

ATTEST:

County Clerk
County of Riverside

By: _____

Dated: _____

CITY OF WILDOMAR

By: [Signature]
Mayor

COUNTY OF RIVERSIDE

By: _____
Chairman

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ATTEST:

City Clerk
City of Temecula

By: _____

Dated: _____

CITY OF TEMECULA

By _____
Mayor

ATTEST:

City Clerk
City of Wildomar

By: _____

Dated: _____

CITY OF WILDOMAR

By _____
Mayor

ATTEST:

Kecia Harper-Ihem
Clerk of the Board
County of Riverside

By: *[Signature]* Deputy

Dated: SEP 25 2012

COUNTY OF RIVERSIDE

By: *[Signature]*
Chairman of the Board of Supervisors
JOHN TAVALONE

FORM APPROVED COUNTY COUNSEL
BY: *[Signature]* MARSHAL VICTOR
DATE: 9/18/12