



Western Riverside Council of Governments

County of Riverside • City of Banning • City of Beoumont • 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 • Riverside County Superintendent of Schools

November 19, 2021

Sylvia Edwards
City Clerk
City of Corona
400 S. Vicentia Ave.
Corona, CA 92882

Subject: Approval of Amendment to the Western Riverside Council of Governments' Joint Powers Agreement

Dear Ms. Edwards:

The Western Riverside Council of Governments (WRCOG) has made a number of revisions to its Joint Powers Agreement (JPA). On November 1, 2021, staff presented this item to WRCOG's Executive Committee for approval. The Executive Committee has directed staff to forward the JPA Amendment to WRCOG's member agencies for their approval.

Please agendaize this item for approval at an upcoming City Council meeting and notify me of when that is scheduled for. Once this item has been approved, please return 19 original signatures of the enclosed signature sheet. I will return a fully executed set to you once all member agencies have done the same.

Enclosed for your reference and use is a copy of the staff report presented to the Executive Committee, a red-line version of the changes made to the JPA, as well as a clean copy of the JPA.

Please feel free to contact me should you have any questions at (951) 405-6702 or jleonard@wrcog.us.

Sincerely,

A handwritten signature in blue ink that reads "Janis L. Leonard".

Janis L. Leonard
Administrative Services Manager

Enclosures:

- 1) WRCOG staff report dated November 1, 2021
- 2) Red-line version of the changes made to the JPA
- 3) Clean copy of the JPA
- 4) Signature sheet for your jurisdiction



Western Riverside Council of Governments Executive Committee

Staff Report

Subject: Updates to WRCOG JPA and Bylaws
Contact: Dr. Kurt Wilson, Executive Director, kwilson@wrcog.us, (951) 405-6701
Date: November 1, 2021

Requested Action(s):

1. Direct staff to forward the JPA Amendment to WRCOG member agencies for their approval.
2. Adopt Resolution Number 25-21; A Resolution of the Executive Committee of the Western Riverside Council of Governments amending its Bylaws.

Purpose:

The purpose of this item is to present an updated version of the WRCOG Joint Powers Agreement and Bylaws. These updates were made based on direction from a subcommittee tasked with reviewing both documents.

Background:

The practices, role, and needs of WRCOG have evolved over the past three decades. The processes outlined in the formation document (Joint Powers Agreement) and the operational document (Bylaws) should be updated from time to time in order to capture changes in the needs, intent, and focus of the Executive Committee. This agenda item proposes updates to both documents.

Earlier this summer, a subcommittee comprised of Vice-Chair Crystal Ruiz, Committee member Brian Tisdale, Committee member Ben Benoit, and immediate Past Chair Kevin Bash met to evaluate and propose changes to WRCOG's Bylaws. The group met over a series of months and identified several substantive changes along with several formatting and/or stylistic changes.

Upon completion of their work on the Bylaws, Chair Spiegel tasked the group with performing a similar task with the Joint Powers Agreement – the parent document to the Bylaws. The group convened and has completed its work.

Both documents are attached as proposed (clean) version and redline version.

A partial list of key changes to the JPA is listed below. For the full scope of changes, please see the attached red line document (Attachment 1) (list of substantive changes). The changes are intended to:

1. Remove references to the membership of the Morongo Band of Mission Indians.
2. Modernize language and processes, including removal of references to use of member agency employees to perform day-to-day WRCOG Agency business.

3. Completely revise indemnity language to better articulate WRCOG responsibility to indemnify member agencies.
4. Remove outdated arbitration provision.

A partial list of key changes to the Bylaws is listed below. For the full scope of changes, please see the attached red line document (Attachment 3) (list of substantive changes). The changes are intended to:

1. Clarify the role of the Chairperson to include, without limitation, the power to execute documents or take other actions as directed by the Executive Committee, make appointments to the Administration & Finance Committee, create and appoint to ad hoc committees, and call special meetings.
2. Clarify which official will preside over the meeting when the Chair is absent. Designates the Past Chair to preside over the meeting if the Chair, Vice-Chair, and Second Vice-Chair are absent.
3. Clarify the duties of the Executive Director and General Counsel and the Executive Committee's ultimate oversight authority over the Executive Director and General Counsel. Duties of the Executive Director include:
 - a. Administration of personnel system
 - b. Administration of contracts
 - c. Preparation of audit by outside auditor
 - d. Enforcement of policies, rules and regulations, motions, or resolutions
 - e. Preparation and implementation of budget
4. Establish the selection, oversight, and termination process of the Executive Director and General Counsel.
5. Update gender references.
6. Make various non-substantive language changes for clarity.

Prior Action(s):

October 13, 2021: The Administration & Finance Committee recommended that the Executive Committee 1) direct staff to forward the JPA Amendment to WRCOG member agencies for their approval; and 2) adopt Resolution Number 25-21; A Resolution of the Executive Committee of the Western Riverside Council of Governments amending its Bylaws.

Fiscal Impact:

This item is for informational purposes only; therefore, there is no fiscal impact.

Attachment(s):

Attachment 1 - JPA - red lined

Attachment 2 - JPA - clean

Attachment 3 - Bylaws - red lined

Attachment 4 - Resolution Number 25-21 Amending the Bylaws

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" or "the Council). 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~~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~~Council 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 hereto and agrees to become a member upon such terms and conditions as established by the General Assembly or Executive Committee, and which has not, pursuant to provisions hereof, withdrawn herefrom (the "Member Agencies"). 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 shall be shown on Exhibit "A" attached hereto, as amended or supplemented from time to time by the Executive Director. If the Executive Director amends or supplements Exhibit "A", a copy of the revised Exhibit "A" shall be provided to the members.

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 representatives from the County of Riverside, each city which is a signatory to this Agreement, the Western Municipal Water District, and the Eastern Municipal Water District, ~~and the Morongo Band of Mission Indians (“Morongo”)~~ (collectively, the “General Assembly Member Agencies”). Each General Assembly Member Agency shall have one vote for each ~~mayor~~ Mayor, ~~council~~ Council member, ~~county~~ County supervisor Supervisor, and water Water district District board Board member Member, ~~and tribal council members~~ 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 voting representatives of a majority of the General Assembly Member Agencies are present. The General Assembly shall adopt and amend ~~by laws~~ Bylaws for the administration and management of this Agreement, which when adopted and approved shall be an integral part of this Agreement. Such ~~by laws~~ Bylaws may provide for the management and administration of this Agreement. The General Assembly shall meet at least once annually, preferably scheduled in the evening.

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, ~~and the Tribal Chairman of Morongo (the “Executive Committee Members”)~~. Each City Council,

at its discretion, can appoint its Mayor Pro Tem or other City Council member in place of the Mayor. ~~Each water~~Water ~~district~~District ~~board~~Board, at its discretion, can appoint another Board member in place of the President. ~~The Tribal Council of Morongo, at its discretion, can appoint another Tribal Council member in place of the Tribal Chairman.~~ The Executive Committee shall act only upon a majority of a quorum. A quorum shall consist of a majority of the Executive Committee Members. Voting shall be cast and tallied in accordance with the ~~by laws~~Bylaws. ~~Membership of Morongo on the General Assembly and Executive Committee of WRCOG shall be conditioned on Morongo entering into a separate Memorandum 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 Executive Committee Member shall also have an alternate, who must also be a current member of the legislative body of the party such alternate represents. The remaining member of the Board of Supervisors shall serve as an alternate for the Board of Supervisors. The name of the alternate members shall be on file with the Executive ~~Committee~~Director. 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~~Chief ~~administrative~~ ~~oe~~Executive ~~e~~Officer of the Council. He or she 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 General Assembly and of the Executive Committee.
- d. To attend meetings of the General Assembly and 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 or Chair. 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~~ schedule 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~~ Minutes to be forwarded to each member.

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.~~

2.1321 Officers.

There shall be selected from the membership of the Executive Committee, a chairperson~~Chair~~, a vice ~~v~~Vice chairperson~~Chair~~, and a second~~Second~~ vice ~~v~~Vice chairperson~~Chair~~ in accordance with the ~~by laws~~Bylaws. The Executive Director shall be the s~~Secretary of the Council~~. The Treasurer and the Auditor shall be appointed by the Executive Director and must be officers or employees of WRCOG. The Executive Director may appoint a single officer or employee of WRCOG to serve in both the Treasurer and Auditor positions. Such person(s) shall possess the powers of, and shall perform the ~~treasurer~~Treasurer and ~~auditor~~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~~Chair~~, vice ~~v~~Vice chairperson~~Chair~~, and second~~Second~~ vice~~Vice~~ chairperson~~Chair~~ shall hold office for a period of one year commencing at the close of the ~~General Assembly meeting~~annually on July 1 of their election, and ending one year thereafter, or until his or her successor is elected. ~~The Officers shall have the duties set forth in the~~ by lawsBylaws. 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.

2.1432 Committees.

The Executive Committee may, as it deems appropriate, establish committees to accomplish the purposes set forth herein. All standing committee meetings

of WRCOG, including those of the Executive Committee, shall be open to all Executive Committee Members in accordance with the Brown Act.

2.1543 Additional Officers and Employees.

The Executive Committee shall have the power to authorize such additional ~~officers~~ Officers and ~~employees~~ as may be appropriate.

2.1654 Bonding Requirement.

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

2.1765 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~~ 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.~~

2.1876 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 by state law upon the County of Riverside.

2.1987 TUMF Matters – Water Districts and Morongo.

Pursuant to this Joint Powers Agreement, WRCOG administers the Transportation Uniform Mitigation Fee (“TUMF”) for cities in Western Riverside County. The fee was established prior to the Water District’s ~~and Morongo’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, ~~and Morongo General Assembly and Executive Committee Members~~ shall not vote on any matter related to the administration of the TUMF ~~program~~ Program or the expenditure of TUMF revenues.

III

FUNDS AND PROPERTY

3.1 Treasurer.

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 et. seq., and 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~~ Bylaws. 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 Contributions from Water Districts and ~~Other Nonvoting Agency(ies)~~ and the Morongo Band of Mission Indians.

The provision of ~~section~~ Section 3.4 above shall be inapplicable to the Western Municipal Water District, the Eastern Municipal Water District, or other nonvoting agency, and Morongo. The amount of contributions from these water districts and Morongo or other nonvoting agency shall be through the WRCOG budget process. This provision shall not apply to Associate Members under Article VIII.

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 ~~by-laws~~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 Auditor shall ~~make or~~ contract with an independent certified public accountant or public accountant to make an annual audit of WRCOG's accounts and records, 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. The Auditor shall perform those functions required of

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

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

5.2 Liability of Directors, Officers, and Employees.

The Directors, eOfficers, and employees of the AuthorityAgency Council shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement. No current or former Director, eOfficer, or employee will be responsible for any act or omission by another Director, eOfficer, or employee. The AuthorityAgency Council shall defend, indemnify, and hold harmless the individual current and former Directors, eOfficers, and employees for any acts or omissions in the scope of their employment or duties in the manner provided by California Government Code § 995 et seq. Nothing in this section shall be construed to limit the defenses available under the law to the Member Agencies, the AuthorityAgency Council, or its Directors, eOfficers, or employees.

5.3 Indemnification.

~~The AuthorityAgency Council shall acquire such insurance coverage as the Board Executive Committee deems necessary to protect the interests of the AgencyAuthority Council, and the Member Agencies-. The AuthorityAgency Council shall indemnify, defend, and hold harmless the Member Agencies and each of their respective Board members board or e Council members, e Officers, agents, and employees, from any and all claims, losses, damages, costs, injuries, and liabilities of every kind arising directly or indirectly from the conduct, activities, operations, acts, and omissions of the AuthorityAgency Council under this Agreement.~~

5.2 — Hold Harmless and Indemnity.

~~Each party hereto agree 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 WRCOG 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. As used in this Section 5.2, party shall mean the Member Agencies and WRCOG~~

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 hereto 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 by the execution of a separate MOU setting forth the terms of such participation. 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 party's notice of withdrawal in a manner consist with Article V. above;

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

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~~ 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~~ 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 Chapter 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~~ 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/or 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 WRCOG. Such notice shall designate as "respondents" such other parties as the initiating party intends to have bound by any award made therein. Any party (including WRCOG) 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 WRCOG 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 (3) 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 and WRCOG 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.

9.54 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.

9.65 Successors.

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

9.76 Assignment.

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

9.87 Execution.

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

EXHIBIT "A"

Original Members

1. ~~City of Banning~~
2. ~~City of Beaumont (rejoined June 22, 2017)~~
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~~

<u>1.</u>	<u>City of Banning</u>	<u>99 E. Ramsey, Banning, CA 92220</u>
<u>2.</u>	<u>City of Beaumont (rejoined June 22, 2017)</u>	<u>550 East 6th Street, Beaumont, CA 92223</u>
<u>3.</u>	<u>City of Calimesa</u>	<u>908 Park Avenue, Calimesa, CA 92230</u>
<u>4.</u>	<u>City of Canyon Lake</u>	<u>31516 Railroad Canyon Road, Canyon Lake, CA 92587</u>
<u>5.</u>	<u>City of Corona</u>	<u>400 S. Vicentia Avenue, Corona, CA 92882</u>
<u>6.</u>	<u>City of Hemet</u>	<u>445 East Florida Avenue, Hemet, CA 92543</u>

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|------------|------------------------------|---|
| <u>7.</u> | <u>City of Lake Elsinore</u> | <u>130 S. Main Street, Lake Elsinore, CA 92530</u> |
| <u>8.</u> | <u>City of Moreno Valley</u> | <u>14177 Frederick Street, Moreno Valley, CA 92552</u> |
| <u>9.</u> | <u>City of Murrieta</u> | <u>1 Town Square, Murrieta, CA 92562</u> |
| <u>10.</u> | <u>City of Norco</u> | <u>2870 Clark Avenue, Norco, CA 92860</u> |
| <u>11.</u> | <u>City of Perris</u> | <u>101 North "D" Street, Perris, CA 92570</u> |
| <u>12.</u> | <u>City of Riverside</u> | <u>3900 Main Street, Riverside, CA 92522</u> |
| <u>13.</u> | <u>City of San Jacinto</u> | <u>595 S. San Jacinto Avenue, Building B, San Jacinto, CA 92583</u> |
| <u>14.</u> | <u>City of Temecula</u> | <u>41000 Main Street, Temecula, CA 92590</u> |
| <u>15.</u> | <u>County of Riverside</u> | <u>4080 Lemon Street, Riverside, CA 92501</u> |

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)~~

- | | | |
|-----------|--|---|
| <u>1.</u> | <u>City of Eastvale (added on 08/02/2010, Resolution 01-11)</u> | <u>12363 Limonite Avenue, Suite 910, Eastvale, CA 91752</u> |
| <u>2.</u> | <u>City of Jurupa Valley (added on 07/29/2011, Resolution 02-12)</u> | <u>8930 Limonite Avenue, Jurupa Valley, CA 92509</u> |
| <u>3.</u> | <u>City of Menifee (added on 10/06/2008, Resolution 03-09)</u> | <u>29844 Haun Road, Menifee, CA 92586</u> |
| <u>4.</u> | <u>City of Wildomar (added on 08/04/2008, Resolution 01-09)</u> | <u>23873 Clinton Keith Rd., Suite 201, Wildomar, CA 92595</u> |

For Reference Only

**THE WESTERN RIVERSIDE
COUNCIL OF GOVERNMENTS**

Participating Agencies

- ~~1. Eastern Municipal Water District (membership on the Governing Board of~~

~~WRCOG, 05/11/2009)~~

~~2. Western Municipal Water District (membership on the Governing Board of
WRCOG, 05/11/2009)~~

~~3. Riverside County Superintendent of Schools (membership as an ex-officio,
advisory member of WRCOG, 11/07/2011)~~

~~4. Morongo Band of Mission Indians (membership on the Governing Board of
WRCOG, 7/6/2015) withdrawn as of November 4, 2020.~~

1. Eastern Municipal Water District (membership on the Governing Board of WRCOG, 05/11/2009) 2270 Trumble Road, Perris, CA 92572
2. Western Municipal Water District (membership on the Governing Board of WRCOG, 05/11/2009) 14205 Meridian Parkway, Riverside, CA 92518
3. Riverside County Superintendent of Schools (membership as an ex-officio, advisory member of WRCOG, 11/07/2011) 3939 Thirteenth Street, Riverside, CA 92501
4. Morongo Band of Mission Indians (membership on the Governing Board of WRCOG, 7/6/2015. Withdrawn as of November 4, 2020)