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 intergovernmental 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:

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.
- 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 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 (collectively, the "General Assembly Member Agencies"). Each General Assembly Member Agency shall have one vote for each Mayor, Council member, County Supervisor, and Water District Board 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 Bylaws for the administration and management of this Agreement, which when adopted and approved shall be an integral part of this Agreement. Such 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. Each City Council, at its discretion, can appoint its Mayor Pro Tem or other City Council member in place of the Mayor. 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 Executive Committee Members. Voting shall be cast and tallied in accordance with the Bylaws.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.

2.4.3. 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 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 <u>Executive Director</u>.

The Executive Director shall be the Chief Executive 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 the Executive Committee; a copy of such 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 <u>Powers and Limitations of the Executive Committee.</u>

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.

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 Officers.

There shall be selected from the membership of the Executive Committee, a Chair, a Vice-Chair, and a Second Vice-Chair in accordance with the Bylaws. The Executive Director shall be the 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 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 Chair, Vice-Chair, and Second Vice-Chair shall hold office for a period of one year commencing annually on July 1 and ending one year thereafter, or until his or her successor is elected. The Officers shall have the duties set forth in the Bylaws.

2.12 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.

2.13 Additional Officers.

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

2.14 Bonding Requirement.

The 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 or persons 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.

2.15 Status of Officers.

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.

2.16 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.

2.17 <u>TUMF Matters – Water Districts</u>.

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 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 Executive Committee Members shall not vote on any matter related to the administration of the TUMF Program or the expenditure of TUMF revenues.

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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 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 <u>Contributions from Water Districts and Other Nonvoting Agency(ies)</u>.

The provision of Section 3.4 above shall be inapplicable to the Western Municipal Water District, the Eastern Municipal Water District, or other nonvoting agency. The amount of contributions from these water districts 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 <u>Disbursements</u>.

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 <u>Audit</u>.

The Auditor shall 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 <u>Liability of Directors, Officers, and Employees.</u>

The Directors, Officers, and employees of 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, Officer, or employee will be responsible for any act or omission by another Director, Officer, or employee. The Council shall defend, indemnify, and hold harmless the individual current and former Directors, Officers, 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 Council, or its Directors, Officers, or employees.

5.3 <u>Indemnification</u>.

The Council shall acquire such insurance coverage as the Executive Committee deems necessary to protect the interests of the Council, and the Member Agencies. The Council shall indemnify, defend, and hold harmless the Member Agencies and each of their respective Board or Council members, 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 Council under this Agreement.

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 <u>Termination of this Agreement</u>.

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 <u>Distribution of Property and Funds.</u>

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 <u>Execution of Agreement</u>.

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 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 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.

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MISCELLANEOUS

9.1 <u>Amendments</u>.

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 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.

9.5 Successors.

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

9.6 Assignment.

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

9.7 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.

EXHIBIT "A"

Original Members

1.	City of Banning	99 E. Ramsey, Banning, CA 92220
2.	City of Beaumont (rejoined June 22, 2017)	550 East 6th Street, Beaumont, CA 92223
3.	City of Calimesa	908 Park Avenue, Calimesa, CA 92230
4.	City of Canyon Lake	31516 Railroad Canyon Road, Canyon Lake, CA 92587
5.	City of Corona	400 S. Vicentia Avenue, Corona, CA 92882
6.	City of Hemet	445 East Florida Avenue, Hemet, CA 92543
7.	City of Lake Elsinore	130 S. Main Street, Lake Elsinore, CA 92530
8.	City of Moreno Valley	14177 Frederick Street, Moreno Valley, CA 92552
9.	City of Murrieta	1 Town Square, Murrieta, CA 92562
10.	City of Norco	2870 Clark Avenue, Norco, CA 92860
11.	City of Perris	101 North "D" Street, Perris, CA 92570
12.	City of Riverside	3900 Main Street, Riverside, CA 92522
13.	City of San Jacinto	595 S. San Jacinto Avenue, Building B, San Jacinto, CA 92583
14.	City of Temecula	41000 Main Street, Temecula, CA 92590
15.	County of Riverside	4080 Lemon Street, Riverside, CA 92501

Additional City Members

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

For Reference Only

Participating Agencies

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)	

EXHIBIT "A"

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

LEGAL DESCRIPTION

- 1. BEGINNING at the Northeast corner of Section 1, Township 2 South, Range 2 East, San Bernardino Meridian;
- 2. Thence South along Range line to the Northeast corner of Section 36, T2S, R2E;
- 3. Thence West along the North line of said Section 36 to the North one-quarter corner thereof;
- 4. Thence South along the North-south center section line of said Section 36 to the Center section thereof;
- Thence East along the East-West center section line of said Section 36 to the East one-quarter corner thereof:
- 6. Thence South along the East line of said Section 36 to the Northeast corner of Section 1, T3S, R2E;
- 7. Thence West along the North line of said Section 1 to the Northwest corner thereof;
- 8. Thence South along the West line of said Section 1 to the Northwest corner of Section 12, T3S, R2E;
- 9. Thence East along the North line of said Section 12 to the Northeast corner thereof;
- 10. Thence South along the East line of said Section 12 to the Southeast corner thereof;
- Thence west along the South line of said Section 12 to the Northwest corner of Section 13, T3S, R2E;
- 12. Thence South along the West line of said Section 13 to the Southwest corner thereof;
- 13. Thence East along the South line of said Section 13 to the Southeast corner thereof;
- 14. Thence South along Range line to the Southwest corner of Section 18, T4S, R3E:
- 15. Thence East along Section lines to the Northeast corner of Section 20, T4S, R3E;
- 16. Thence South along the East line of said Section 20 to the Southeast corner thereof;
- 17. Thence West along the south line of said Section 20 to the Northwest corner of Section 29, T4S, R3E;
- 18. Thence South along the West line of said Section 29 to the Southwest corner thereof;
- Thence East along the South line of said Section 29 to the Northeast corner of Section 32, T4S, R3E;
- 20. Thence South along the East line of said Section 32 to the Southeast corner thereof;
- 21. Thence West along the South line of Said Section 32 to the Northeast corner of Section 5, T5S, R3E;
- 22. Thence South along Section lines to the Northwest corner of Section 16, T5S, R3E;
- 23. Thence East along the North line of said Section 16 to the Northeast corner thereof;
- Thence South along the East line of said Section 16 to the Northwest corner of Section 22, T5S, R3E;
- 25. Thence East along the North line of said Section 22 to the Northeast corner thereof;
- 26. Thence South along the East line of said Section 22 to the Northwest corner of Section 26, T5S, R3E;
- 27. Thence East along the North line of said Section 26 to the Northeast corner thereof;
- 28. Thence South along Section lines to the Northwest corner of Section 1, T6S, R3E;
- 29. Thence East along the North line of said Section 1 to Northeast comer thereof;
- 30. Thence South along the East line of said Section 1 to the Northwest corner of Section 6, T6S, R4E:
- 31. Thence East along the North line of said Section 6 to the Northeast corner thereof;
- 32. Thence south along the East line of Said Section 6 to the Northwest corner of Section 8, T6S, R4E;
- 33. Thence South along Section lines to the Southeast corner of Section 17, T6S, R4E:
- 34. Thonce West along Section lines to the Northwest corner of Section 19, T6S, R4E;
- 35. Thence South along the West line of said Section 19 to the Southeast corner of Section 24, T6S, R3E;
- 36. Thence west along the South lines of said Sections 24 and Section 23, T6S, R3E to a point of intersection with the centerline of State Highway 74;
- Thence Southeasterly along said centerline of State Highway 74, through its various courses, to the intersection with State Highway 371;
- 38. Thence Southeasterly, Westerly, and Southerly along the centerline of said State Highway 371, through its various courses, to a point of intersection West line of Section 18, T7S, R4E;
- 39. Thence South along Section lines to the East one-quarter corner of Section 19, T7S, R4E;
- 40. Thence West along the East-West Center section line of said Section 19 t the West line thereof;

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

LEGAL DESCRIPTION

(Continued)

- 41. Thence South along the West line of said Section 19 to the North line of Section 30, T7S, R4E;
- 42. Thence East along the North line of said Section 30 to the Northwest corner of Section 29, T7S, R4E;
- 43. Thence South along the West line of said Section 29 to the West one-quarter corner thereof;
- 44. Thence East along the East-West center section line of said Section 29 to the Northeast corner of the West one-half of the East one-half of the West one-half of the South one-half of said Section 29;
- 45. Thence South along the East line of said West one-half of the East one-half of the West one-half of the South one-half to a point of intersection with the South line of the North 400 acres of said Section 29;
- 48. Thence East along said South line of the North 400 acres of Section 29 to a point of intersection with the East line of said Section 29;
- 47. Thence South along the East line of said Section 29 and Section 32, T7S, R4E to the North line of Section 4, T8S, R4E;
- 48. Thence East along said North line of Section 4 to the Northeast corner thereof;
- 49. Thence South along the East line of said Section 4 to the Southeast corner thereof;
- 50. Thence West along the South line of said Section 4 to the Northeast corner of Section 8, T8S, R4E;
- 51. Thence South along the West line of said Section 8 to a point of intersection with the centerline of Coyote Canyon Road, as it currently exists;
- 52. Thence southeasterly and southerly along the centerline of said Coyote Canyon Road, through its various courses, to a point of intersection with the East line of Section 36, T8S, R4E;
- 53. Thence South along said East line of Section 36 to the Southeast corner thereof, said corner being on the South boundary of the County of Riverside;
- 54. Thence Westerly, Northerly and Easterly along the boundary of the County of Riverside to the Point of Beginning.

Bv:

Date

LIS NO.5705
EXP 09-30-05

ATTEST:	COUNTY OF RIVERSIDE
Clerk of the Board of Supervisors By: DEPUTY Dated:	By: Chairman, Board of Supervisors JEFF HEWITT FORM PPROVED COUNTY COUNSEL BY SYNTHIA M. GUNZE DATE
ATTEST:	CITY OF BANNING
City Clerk City of Banning	
Ву:	Ву:
Dated:	Mayor
ATTEST:	CITY OF BEAUMONT
City Clerk City of Beaumont	
Ву:	Ву:
Dated:	Mayor
ATTEST:	CITY OF CALIMESA
City Clerk City of Calimesa	
Ву:	Ву:
Dated:	Mayor

ATTEST:	COUNTY OF RIVERSIDE
Clerk of the Board of Supervisors	
By:	By: Chairman, Board of Supervisors
Dated:	Chairman, Board of Supervisors
ATTEST:	CITY OF BANNING
City Clerk City of Banning	
~ () ~ (By: The Dengree
Dated: December 14,2021	Mayor)
Dated. Maria 111000	
ATTEST:	CITY OF BEAUMONT
City Clerk City of Beaumont	
By:	Ву:
Dated:	Mayor
ATTEST:	CITY OF CALIMESA
City Clerk City of Calimesa	
By:	Ву:
Dated:	Mayor

ATTEST:	COUNTY OF RIVERSIDE
Clerk of the Board of Supervisors	<u></u>
By:	By: Chairman, Board of Supervisors
Dated:	Chairman, Board of Supervisors
ATTEST:	CITY OF BANNING
City Clerk City of Banning	
By:	By: Mayor
Dated:	мауог
ATTEST:	CITY OF BEAUMONT
City Clerk City of Beaumont	00 - 1
By:	By: Shayk Whit
Dated: 1/4/27	Mayor
1//	
ATTEST:	CITY OF CALIMESA
City Clerk City of Calimesa	
Ву:	By:
Dated:	Mayor

ATTEST:	COUNTY OF RIVERSIDE
Clerk of the Board of Supervisors	
By:	By:Chairman, Board of Supervisors
Dated:	Chairman, Board of Supervisors
ATTEST:	CITY OF BANNING
City Clerk City of Banning	
Ву:	By:
Dated:	Mayor
ATTEST:	CITY OF BEAUMONT
City Clerk	
City of Beaumont	
By:	By:
Dated:	Wayor
ATTEST:	CITY OF CALIMESA
City Clerk	
City of Calimesa	By: (1) Min Some
By: 12 2/2 2/2/2/2	By: Colling Raise Mayor
Dated: Colon Water	

ATTEST:	CITY OF CANYON LAKE
City Clerk City of Canyon Lake By: Dated: 01-12-2022	By: Mayor
ATTEST:	CITY OF CORONA
City Clerk City of Corona	
Ву:	By:
Dated:	·
ATTEST:	CITY OF EASTVALE
City Clerk City of Eastvale	
Ву:	Ву:
Dated:	Mayor
ATTEST:	CITY OF HEMET
City Clerk City of Hemet	
Ву:	Ву:
Dated:	Mayor

ATTEST:	CITY OF CANYON LAKE
City Clerk City of Canyon Lake	
By:	Ву:
Dated:	Mayor
ATTEST:	CITY OF CORONA
City Clerk City of Corong	1 1
By: Sylvia Edwardo	By: Mayor
Dated:	Mayor
ATTEST:	CITY OF EASTVALE
City Clerk City of Eastvale	
Ву:	By: Mayor
Dated:	Mayor
ATTEST:	CITY OF HEMET
City Clerk City of Hemet	
By:	By:
Dated:	Mayor

ATTEST:	CITY OF CANYON LAKE
City Clerk City of Canyon Lake	
By:	Ву:
Dated:	Mayor
ATTEST:	CITY OF CORONA
City Clerk City of Corona	
Ву:	By:
Dated:	Mayor
ATTEST:	CITY OF EASTVALE
City Clerk City of Mastrale By:	By:
Dated: December 9, 2001	Mayor
ATTEST:	CITY OF HEMET
City Clerk City of Hemet	
By:	Ву:
Dated:	Mayor

ATTEST:	CITY OF CANYON LAKE
City Clerk City of Canyon Lake	
By:	By:
Dated:	Mayor
ATTEST:	CITY OF CORONA
City Clerk City of Corona	
By:	By: Mayor
Dated:	.mayor
ATTEST:	CITY OF EASTVALE
City Clerk City of Eastvale	
By:	By: Mayor
Dated:	мауог
ATTEST:	CITY OF HEMET
City Clerk City of Hamet	miles
ву: М. Г.	By: Mayor
Dated: 2-17-12	Mayor

ATTEST:	CITY OF JURUPA VALLEY
City Clerk City of Jurupa Valley By:	By: Mayor
ATTEST:	CITY OF LAKE ELSINORE
City Clerk City of Lake Elsinore	
By:	By:
Dated:	мауог
ATTEST:	CITY OF MENIFEE
City Clerk City of Menifee	
By:	By:
Dated:	Mayor
ATTEST:	CITY OF MORENO VALLEY
City Clerk City of Moreno Valley	
Ву:	By:
Dated:	Mayor

ATTEST:	CITY OF JURUPA VALLEY
City Clerk City of Jurupa Valley	
By:	By:
Dated:	Mayor
ATTEST:	CITY OF LAKE ELSINORE
City Clerk City of Lake Elsinore	
By:	By: / Mothy / Shorrdom
Dated: 1/31/2022	Mayor /
ATTEST:	CITY OF MENIFEE
City Clerk City of Menifee	
Ву:	By:
Dated:	Wayor
ATTEST:	CITY OF MORENO VALLEY
City Clerk City of Moreno Valley	
By:	Ву:
Dated:	Mayor

ATTEST:	CITY OF JURUPA VALLEY
City Clerk City of Jurupa Valley	
By:	By: Mayor
Dated:	Mayor
ATTEST:	CITY OF LAKE ELSINORE
City Clerk City of Lake Elsinore	
By:	By: Mayor
Dated:	Mayor
ATTEST:	CITY OF MENIFEE
City Clerk City of Menifee By: Strawing Perseer Dated: January 19, 2022	By: Mayor
ATTEST:	CITY OF MORENO VALLEY
City Clerk City of Moreno Valley	
By:	Ву:
Dated:	Mayor

ATTEST:	CITY OF JURUPA VALLEY
City Clerk City of Jurupa Valley	
Ву:	By:
Dated:	Mayor
ATTEST:	CITY OF LAKE ELSINORE
City Clerk City of Lake Elsinore	
By:	By:
Dated:	Mayor
ATTEST:	CITY OF MENIFEE
City Clerk City of Menifee	
Ву:	Ву:
Dated:	Mayor
ATTEST:	CITY OF MORENO VALLEY
	CITY OF MORENO VALLEY
City Clerk City of Moreno Valley	
By: Jan Hatorbook	By: Astin Plan
Dated: (SEP 0 6 2022	Ivialioi

ATTEST:	CITY OF MURRIETA
City Clerk City of Murrista By: Detection A J J J J J J J J J J J J J J J J J J	By: Mayor
Dated:	
ATTEST:	CITY OF NORCO
City Clerk City of Norco	
By:	Ву:
Dated:	Mayor
ATTEST:	CITY OF PERRIS
City Clerk City of Perris	
By:	Ву:
Dated:	Mayor
ATTEST:	CITY OF RIVERSIDE
City Clerk City of Riverside	
By:	By:
Dated:	iviayoi

ATTEST:	CITY OF MURRIETA
City Clerk City of Murrieta	
Ву:	Ву:
Dated:	Mayor
ATTEST:	CITY OF NORCO
City Clerk City of Norco By:	By: Mutin
Dana Roa, CMC Dated: January 5, 2022	Mayor - Greg Newton
ATTEST:	CITY OF PERRIS
City Clerk City of Perris	
By:	Ву:
Dated:	Mayor
ATTEST:	CITY OF RIVERSIDE
City Clerk City of Riverside	
By:	Ву:
Dated:	Mayor

ATTEST:	CITY OF MURRIETA
City Clerk City of Murrieta	
By:	By: Mayor
Dated:	Mayor
ATTEST:	CITY OF NORCO
City Clerk City of Norco	
By:	By: Mayor
Dated:	мауог
ATTEST:	CITY OF PERRIS
City Clerk , Nancy Salazar City of Perris By: Dated: Dated Da	By: Mayor , Michael M. Vargas
ATTEST:	CITY OF RIVERSIDE
City Clerk City of Riverside	
By:	By:
Dated:	iviay0i

ATTEST:	CITY OF MURRIETA
City Clerk City of Murrieta	
Ву:	Ву:
Dated:	Mayor
ATTEST:	CITY OF NORCO
City Clerk City of Norco	
Ву:	By:
Dated:	Mayor
ATTEST:	CITY OF PERRIS
City Clerk City of Perris	
Ву:	By:
Dated:	Mayor
ATTEST:	CITY OF RIVERSIDE
City Clerk City of Riverside	
By:	By: Patricia Soch Jams
Dated: January 24,2022	Mayor
APPROVED AS TO FORM	

ATTEST:	CITY OF SAN JACINTO
City Clerk City of San Jacinto By: Lia Espira Dated: 12 15 2021	By: Mayor Ping Mayor
ATTEST:	CITY OF TEMECULA
City Clerk City of Temecula	
Ву:	By: Mayor
Dated:	мауог
ATTEST:	CITY OF WILDOMAR
City Clerk City of Wildomar	
By:	By:
Dated:	wayor

ATTEST	CITY OF SAN JACINTO
City Clerk City of San Jacinto	
By:	By: Mayor
ATTEST:	CITY OF TEMECULA
Randi Johl, City Clerk City of Temecula By: Dated: 12/14/2021	By: Macon Steel Maryann Edwards, Maron
ATTEST:	CITY OF WILDOMAR
City Clerk City of Wildomar	
By:	By:
Derect	

CITY OF SAN JACINTO
By:
Mayor
CITY OF TEMECULA
By:
Mayor
CITY OF WILDOMAR
By: Mayor
Mayor

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