



## Western Riverside County Regional Wastewater Authority

**Established Date:** October 23, 1967

**Amended Date:** October 20, 2016

**Members:** Western Municipal Water District of Riverside County, City of Norco, Home Gardens Sanitary District, Corona, Jurupa Community Service District, City Living in a Rural Atmosphere

### **Purpose:**

The Western Riverside County Regional Wastewater Authority is formed by agencies that have the power to construct, maintain, operate and manage facilities for the collection, transmission, treatment and disposal of wastewater, the reclamation of wastewater and the use or reclaimed wastewater for any beneficial purpose. The purpose of the Authority is to jointly exercise the following common power:

- Invest surplus funds pursuant to Government Code, Section 6509.2 or other applicable State law.
- Any power necessary or incidental to the foregoing powers in the manner and according to the procedures provided for under the law applicable to the parties to this agreement.



State of California Secretary of State

FILE NO. \_\_\_\_\_

AMENDMENT OF A JOINT POWERS AGREEMENT (Government Code section 6503.5)

Instructions:

- 1. Complete and mail to: Secretary of State, P.O. Box 942870, Sacramento, CA 94277-2870.
2. Include filing fee of \$1.00.
3. Do not include attachments.
4. A copy of the full text of the joint powers agreement and amendments, if any, must be submitted to the State Controller's office.

(Office Use Only)

Date of filing initial notice with the Secretary of State: June 2, 1992

File number of initial notice: 1225

Name of the agency or entity created under the agreement and responsible for the administration of the agreement: Western Riverside County Regional Wastewater Authority

Agency's or Entity's Mailing Address: 14205 Meridian Parkway, Riverside, California 92518

Title of the agreement: Joint Exercise of Powers Agreement Creating the Western Riverside County Regional Wastewater Authority

Complete one or more boxes below. The agreement has been amended to:

- [ x ] Change the parties to the agreement as follows: Designation of Directors
[ ] Change the name of the administering agency or entity as follows:
[ ] Change the purpose of the agreement or the powers to be exercised as follows:
[ ] Change the short title of the agreement as follows:
[ ] Make other changes to the agreement as follows:

RETURN ACKNOWLEDGMENT TO: (Type or Print)

NAME Tina Barber
ADDRESS 14205 Meridian Parkway
CITY/STATE/ZIP Riverside, California 92518

4/17/2017

Date

[ Tina Barber ]

Signature

] Tina Barber

Typed Name and Title



April 14, 2017

LAFCO Orange County  
2677 North Main Street, Suite 1050  
Santa Ana, California 92705

To Whom it May Concern:

Earlier this year the CALAFCO Board of Directors, following the recommendation of the Legislative Committee, approved language that proposes certain stand-alone joint power authorities file their agreements and agreement amendments with LAFCO when they file with the Secretary of State.

In accordance with that language, I have enclosed the Western Riverside County Regional Wastewater Authority's (WRCRWA) full text of the Joint Exercise of Powers Agreement creating WRCRWA, including all addendums, and a copy of the Secretary of State Filing of the Amendment of a Joint Powers Agreement noting Change in the parties to the Agreement as follows: Designation of Directors (Addendum 8).

Thank you and please let me know if you require further information.

Tina Barber  
WRCRWA Board Secretary  
951-571-7220

RECEIVED  
JUN 12 2017

LOCAL AGENCY FORMATION COMMISSION



State of California Secretary of State

FILE NO. \_\_\_\_\_

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[ ] Change the name of the administering agency or entity as follows:
[ ] Change the purpose of the agreement or the powers to be exercised as follows:
[ ] Change the short title of the agreement as follows:
[ ] Make other changes to the agreement as follows:

RETURN ACKNOWLEDGMENT TO: (Type or Print)

4/17/2017

NAME

Tina Barber

Date

ADDRESS

14205 Meridian Parkway

Tina Barber

Signature

CITY/STATE/ZIP

Riverside, California 92518

Tina Barber

Typed Name and Title



April 14, 2017

State Controller's Office  
Executive Office  
300 Capital Mall, Suite 1850  
Sacramento, California 95814

FULL TEXT OF THE JOINT EXERCISE OF POWERS AGREEMENT CREATING WESTERN RIVERSIDE COUNTY  
REGIONAL WASTEWATER AUTHORITY OF RIVERSIDE COUNTY, CALIFORNIA

Dear State Controller's Office:

On behalf of the Western Riverside County Regional Wastewater Authority of Riverside County (WRCRWA), enclosed is the full text of the Joint Exercise of Powers Agreement creating WRCRWA, including all amendments/addendums.

Thank you very much. If you have questions, you may reach me at 951-571-7220 or by e-mail at [tbarber@wmwd.com](mailto:tbarber@wmwd.com).

Sincerely,

Tina Barber  
951-571-7220  
WRCRWA Board Secretary

Enclosures:

1. Joint Exercise of Powers Agreement Creating Western Riverside County Regional Wastewater Authority, Riverside County, California (Authority)
2. Addendum No. 1 to the Authority
3. Addendum No. 2 to the Authority
4. Addendum No. 3 to the Authority
5. Addendum No. 4 to the Authority
6. Addendum No. 5 to the Authority
7. Addendum No. 6 to the Authority
8. Addendum No. 7 to the Authority
9. Addendum No. 8 to the Authority

**JOINT EXERCISE OF POWERS AGREEMENT**

**CREATING**

**WESTERN RIVERSIDE COUNTY**

**REGIONAL WASTEWATER AUTHORITY**

**RIVERSIDE COUNTY, CALIFORNIA**

**JOINT EXERCISE OF POWERS AGREEMENT**  
**CREATING WESTERN RIVERSIDE COUNTY**  
**REGIONAL WASTEWATER AUTHORITY**

THIS AGREEMENT is made and entered into by and between the SANTA ANA WATERSHED PROJECT AUTHORITY, a joint powers public agency (hereinafter "SAWPA"), the WESTERN MUNICIPAL WATER DISTRICT OF RIVERSIDE COUNTY, a municipal water district (hereinafter "WMWD"), the CITY OF NORCO, a municipal corporation (hereinafter "NORCO"), and the HOME GARDENS SANITARY DISTRICT, a sanitary district, (hereinafter "HGSD"), (sometimes hereinafter collectively referred to as the "PARTIES") with an effective date of April 23 \_\_\_\_\_, 1992.

**Section 1.           Recitals.**

A.     Each of the PARTIES to this AGREEMENT is a public agency authorized and empowered to contract for the joint exercise of powers under Article 1, Chapter 5, Division 7, Title 1 of the Government Code of the State of California.

B.     Each of the PARTIES to this AGREEMENT has the authority and power to acquire, construct and operate facilities for the collection, transmission, treatment and disposal of wastewater and other waste products, including the reclamation of wastewater for the benefit of the lands and inhabitants within their respective boundaries.

C.     SAWPA presently owns and operates the Santa Ana Regional Interceptor ("SARI") System which was designed, constructed and is presently operated as the "backbone" facility in the management of the water supplies in the Santa Ana River Watershed to protect and improve the quality of water supplies. The main purpose of the SARI System is to transport highly saline wastewaters to the Orange County Sanitation Districts' treatment facilities for treatment and

I. It is the purpose of this AGREEMENT to establish the Joint Powers Authority.

## COVENANTS

In consideration of the mutual promises and covenants herein contained, the PARTIES agree as follows:

### PURPOSE AND POWERS

**Section 2. Agency Created.**

There is hereby created a public entity to be known as the "WESTERN RIVERSIDE COUNTY REGIONAL WASTEWATER AUTHORITY" (the "AUTHORITY"). The AUTHORITY is formed by this AGREEMENT pursuant to the provisions of Article I, Chapter 5, Division 7, Title 1, § 5600 et. seq. of the Government Code of the State of California. The AUTHORITY shall be a public entity separate from the PARTIES hereto. The debts, liabilities and obligations of the AUTHORITY shall not constitute debts, liabilities or obligations of SANTA ANA WATERSHED PROJECT AUTHORITY, WESTERN MUNICIPAL WATER DISTRICT, CITY OF NORCO, or HOME GARDENS SANITARY DISTRICT.

**Section 3. Purpose of the AGREEMENT: Common Power to be Exercised.**

Each PARTY has the power to construct, maintain, operate and manage facilities for the collection, transmission, treatment and disposal of wastewater, the reclamation of wastewater and the use of reclaimed wastewater for any beneficial purpose. The purpose of this AGREEMENT is to jointly exercise the foregoing common powers in the manner hereinafter set forth.



J. To invest surplus funds pursuant to Government Code, § 6509.2 or other applicable State law;

K. Any power necessary or incidental to the foregoing powers in the manner and according to the procedures provided for under the law applicable to the PARTIES to this AGREEMENT.

**Section 5. Organization.**

**A. Board of Directors**

The governing body of the AUTHORITY shall be known as the "Board of Directors" of the AUTHORITY and shall consist of ten individuals, two appointed by each PARTY. Concurrently with the adoption of a resolution authorizing the execution of this AGREEMENT, each PARTY shall designate and appoint, by resolution of its governing body, two persons to act as its representatives on the Board of Directors of the AUTHORITY. Each PARTY shall also appoint one alternate director for each active director whose name shall be on file with the Board and who may assume all rights and duties of the absent director representing the appointing member. At least one director and its alternate shall be an elected member of the governing board of the appointing PARTY.

Each director and alternate shall hold office until their successor is selected. Directors and alternates shall serve at the pleasure of the governing board of the appointing PARTY and may be removed at any time, with or without cause, in the sole discretion of said PARTY's governing board.

Directors may receive such compensation from the AUTHORITY for their services as may from time to time be established by the Board and authorized by law. A director may

be considered an amendment to this AGREEMENT.

**E. Meetings**

The Board shall meet at the principal office of the AUTHORITY or at such other place as may be designated by the Board. The time and place of regular meetings of the Board shall be determined by resolution adopted by the Board, a copy of such resolution shall be furnished to each PARTY hereto. The Board shall adopt rules for conducting the meetings and other business. All meetings of the Board shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with § 54950 of the California Government Code).

**F. Quorum; Voting**

Three-fourths of the PARTIES shall constitute a quorum for the purposes of the transaction of business of the AUTHORITY. Except as otherwise provided herein, all actions of the AUTHORITY shall be approved on a vote of at least three of the PARTIES.

**G. Exercise of Powers and Limitations Thereon.**

All of the power and authority of the AUTHORITY shall be exercised by the Board of Directors, subject, however, to the reserved right of the PARTIES as herein set forth. Each PARTY shall be entitled to one vote and a vote of at least three of those PARTIES present and qualified to vote may adopt any motion, resolution or order and take any other action they deem appropriate to carry forward the objectives of the AUTHORITY.

**H. Minutes.**

The Secretary of the AUTHORITY shall cause to be kept minutes of regular, adjourned regular and special meetings of the Board of Directors, and shall cause a copy of the

**B. Project Budgets.**

In addition to the general administrative budget, the Board may budget at any time for the study, implementation or construction of any specific project, program or study proposed to be undertaken by the AUTHORITY (see Section 7, below). Each project budget shall include, if appropriate, the following:

1. The administrative expenses;
2. Studies and planning costs;
3. Engineering and construction costs;
4. The allocation of costs among the participating PARTIES;
5. Annual maintenance and operating expenses for the project; and
6. A formula for allocating annual maintenance and operating expenses.

After the participating PARTIES approve a project budget, it shall be submitted for ratification to the governing body of each PARTY that is to be liable for the payment of any amount thereunder and the AUTHORITY shall not incur any expense until the approval of each project budget has been ratified by the governing body of each of the proposed participating PARTIES.

**C. Payment of Amounts Due.**

The contribution of each PARTY to the AUTHORITY budget shall be due, payable and delivered to the AUTHORITY within 30 days after receipt of a billing therefor from the AUTHORITY. To the extent permitted by state law, unpaid, past due contributions shall bear interest at the legal rate of interest from the date due to the date paid.

**Section 8.                    Accounting and Audits.**

**A.     Accounting Procedures.**

The fiscal year of the AUTHORITY shall be from July 1 to June 30, following.

Full books and accounts shall be maintained for the AUTHORITY in accordance with practices established by, or consistent with, those utilized by the Controller of the State of California for like public entities. In particular, the AUTHORITY'S controller and treasurer shall comply strictly with requirements of the statute governing joint powers agencies, Chapter 5, Division 7, Title 1 of the Government Code commencing at § 6500.

**B.     Audit.**

The records and accounts of the AUTHORITY shall be audited annually by an independent certified public accountant and copies of such other reports shall be filed with the County Auditor, the State Controller and each PARTY of the AUTHORITY within six (6) months of the end of the fiscal year under examination. Each PARTY shall have the right to audit the records and accounts of the AUTHORITY, the cost and expense of which shall be borne by the PARTY seeking such audit.

**Section 9.                    Property Rights.**

**A.     Project Facilities.**

All facilities constructed or acquired by the AUTHORITY shall be held in the name of the AUTHORITY for the benefit of the PARTIES in accordance with the terms of this AGREEMENT. Capacity rights in project facilities shall be held for the benefit of the participating PARTIES in proportion to each PARTY'S agreed percentage of capacity rights; it is the intent of the PARTIES that the AUTHORITY shall not acquire any unallocated capacity

This AGREEMENT may be extended or terminated by written consent of the PARTIES evidenced by certified copies of resolutions of their governing bodies.

**Section 11.            Arbitration.**

If a dispute arises as to the construction, interpretation or implementation of any portion of this AGREEMENT, the issues in dispute or matter requiring action shall be submitted to binding arbitration in accordance with the provisions of Title 9, Part 3, of the California Code of Civil Procedure (§ 1280 *et. seq.*) or a successor statute.

**Section 12.            Admission of New PARTIES.**

It is recognized that public entities, other than the original PARTIES, may wish to participate in the AUTHORITY. Additional public entities may become members of the AUTHORITY upon such terms and conditions as established by the Board and the unanimous consent of the existing members of the AUTHORITY, evidenced by the execution of a written addendum to this agreement signed by all of the PARTIES including the additional PARTY.

**Section 13.            Withdrawal or Dissolution**

A.     Any PARTY of the AUTHORITY shall have the right to withdraw its membership upon serving written notice of its intention thereof on all other PARTIES at least 120 days before the end of any fiscal year; provided, however, that no such withdrawal shall relieve the withdrawing PARTY from financial obligations theretofore incurred by it under this AGREEMENT.

B.     Upon withdrawal of a PARTY from the AUTHORITY or upon dissolution of the AUTHORITY, there shall be a partial or complete distribution of assets and discharge of liabilities as follows:

B. Whenever in this AGREEMENT any consent or approval is required, such consent or approval shall not be unreasonably withheld.

C. This AGREEMENT is made in the State of California under the Constitution of laws of such State and is to be so construed.

D. This AGREEMENT shall be binding upon and shall inure to the benefit of the successors of the PARTIES.

E. If any one or more of the terms, provisions, 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, 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.

F. The PARTIES shall not assign any rights or obligations under this AGREEMENT without the written consent of the other PARTIES.

**ADDENDUM NO. 1 TO THE JOINT EXERCISE  
OF POWERS AGREEMENT CREATING THE  
WESTERN RIVERSIDE COUNTY REGIONAL  
WASTEWATER AUTHORITY  
(JCSD MEMBERSHIP)**

THIS ADDENDUM NO. 1 to the Joint Exercise of Powers Agreement Creating the WESTERN RIVERSIDE COUNTY REGIONAL WASTEWATER AUTHORITY is made and entered into by and between the public agencies herein designated as "MEMBER AGENCY" or, collectively, "MEMBER AGENCIES".

**RECITALS**

A. Each of the parties hereto is a public agency authorized and empowered to contract with the joint exercise of powers under Article 1, Chapter 5, Division 7, Title 1 of the Government Code of the State of California; and

B. The SANTA ANA WATERSHED PROJECT AUTHORITY, a joint powers public agency, the WESTERN MUNICIPAL WATER DISTRICT OF RIVERSIDE COUNTY, a municipal water district, the CITY OF NORCO, a municipal corporation, and the HOME GARDEN SANITARY DISTRICT, a sanitary district (individually, "MEMBER AGENCY"; collectively, "MEMBER AGENCIES") made and entered into that certain Joint Exercise of Powers Agreement creating the Western Riverside County Regional Wastewater Authority on April 23, 1992 (the "JPA AGREEMENT"); and

C. Section 12 of the JPA AGREEMENT provides that other public entities may become members of the WESTERN RIVERSIDE COUNTY REGIONAL WASTEWATER AUTHORITY upon terms and conditions and execution of the written addendum to the JPA AGREEMENT signed by the MEMBER AGENCIES and each public entity seeking membership;

D. The WESTERN RIVERSIDE COUNTY REGIONAL WASTEWATER AUTHORITY has received an application from the JURUPA COMMUNITY SERVICES DISTRICT ("JCSD"), a community services district, for membership; and

E. It is the purpose of this Addendum No. 1 to set forth the terms and conditions by which JCSD will become a MEMBER AGENCY.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties to this Addendum No. 1 agree as follows:

1. **Addition of MEMBER AGENCY.** As of the Effective Date of this Addendum No. 1, JCSD shall become a member of the WESTERN RIVERSIDE COUNTY REGIONAL WASTEWATER AUTHORITY, and by execution of this Addendum No. 1, JCSD agrees to be bound by the provisions of the JPA AGREEMENT and fulfill the conditions of admission as a MEMBER AGENCY set forth in Paragraph 2 below.

2. **Conditions of Admission.** As a condition of admission to the Authority, JCSD shall fund its proportionate share of the administrative budget commencing in Fiscal Year 1992-93 and each year thereafter.

3. **Effective Date.** This Addendum No. 1 shall become effective when the governing bodies of all of the parties to this Addendum have authorized the execution of, and subsequently executed, this Addendum.

**IN WITNESS WHEREOF**, the parties hereto have executed this Addendum No. 1 on the day and year hereinafter indicated.



**SANTA ANA WATERSHED  
PROJECT AUTHORITY**

Dated: 5/11/93

By: Wayne J. Holcomb  
Chairman of the Commission

**WESTERN MUNICIPAL  
WATER DISTRICT OF  
RIVERSIDE COUNTY**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
President of the Board of  
Directors

**HOME GARDENS  
SANITARY DISTRICT**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
President of the Board of  
Directors

**CITY OF NORCO**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Mayor

**JURUPA COMMUNITY  
SERVICES DISTRICT**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
President of the Board of  
Directors

**SANTA ANA WATERSHED  
PROJECT AUTHORITY**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Chairman of the Commission

**WESTERN MUNICIPAL  
WATER DISTRICT OF  
RIVERSIDE COUNTY**

Dated: 5-14-99

By: *Donald P. Schroeder*  
President of the Board of  
Directors

**HOME GARDENS  
SANITARY DISTRICT**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
President of the Board of  
Directors

**CITY OF NORCO**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Mayor

**JURUPA COMMUNITY  
SERVICES DISTRICT**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
President of the Board of  
Directors

**SANTA ANA WATERSHED  
PROJECT AUTHORITY**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Chairman of the Commission

**WESTERN MUNICIPAL  
WATER DISTRICT OF  
RIVERSIDE COUNTY**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
President of the Board of  
Directors

**HOME GARDENS  
SANITARY DISTRICT**

Dated: 12/22/92

By: *Robert Seymour*  
President of the Board of  
Directors

**CITY OF NORCO**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Mayor

**JURUPA COMMUNITY  
SERVICES DISTRICT**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
President of the Board of  
Directors

**SANTA ANA WATERSHED  
PROJECT AUTHORITY**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Chairman of the Commission

**WESTERN MUNICIPAL  
WATER DISTRICT OF  
RIVERSIDE COUNTY**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
President of the Board of  
Directors

**HOME GARDENS  
SANITARY DISTRICT**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
President of the Board of  
Directors

**CITY OF NORCO**

Dated: 12/2/92

By: *Larry B. Cusmond*  
Mayor

**JURUPA COMMUNITY  
SERVICES DISTRICT**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
President of the Board of  
Directors

**SANTA ANA WATERSHED  
PROJECT AUTHORITY**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Chairman of the Commission

**WESTERN MUNICIPAL  
WATER DISTRICT OF  
RIVERSIDE COUNTY**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
President of the Board of  
Directors

**HOME GARDENS  
SANITARY DISTRICT**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
President of the Board of  
Directors


**CITY OF NORCO**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Mayor

**JURUPA COMMUNITY  
SERVICES DISTRICT**

Dated: May 11, 1993

By:   
President of the Board of  
Directors

ADDENDUM NO. 2

TO THE JOINT EXERCISE OF POWERS AGREEMENT CREATING THE  
WESTERN RIVERSIDE COUNTY REGIONAL WASTEWATER AUTHORITY (WRCRWA)  
SPECIFICALLY WITH RESPECT TO  
ITEM F - QUORUM; VOTING

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THIS ADDENDUM NO. 2 to the Joint Exercise of Powers Agreement creating the WESTERN RIVERSIDE COUNTY REGIONAL WASTEWATER AUTHORITY is made and entered into by and between the public agencies herein designated as "PARTIES".

AGREEMENT

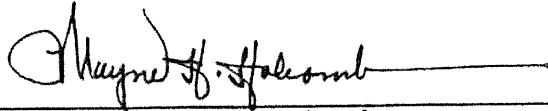
NOW, the PARTIES to this Addendum No. 2 agree as follows:

F. Quorum; Voting

Majority of the PARTIES shall constitute a quorum for the purposes of the transaction of business of the AUTHORITY. Except as otherwise provided herein, all actions of the AUTHORITY shall be approve on a vote of at least three of the PARTIES.

IN WITNESS WHEREOF, the parties have executed this Addendum No. 2 on the day and year hereinafter indicated.

SANTA ANA WATERSHED PROJECT AUTHORITY



Chairman of the Commission

12/14/93  
Date

WESTERN MUNICIPAL WATER DISTRICT OF RIVERSIDE COUNTY

\_\_\_\_\_  
President of the Board of Directors      Date

HOME GARDENS SANITARY DISTRICT

\_\_\_\_\_  
President of the Board of Directors      Date

CITY OF NORCO

\_\_\_\_\_  
Mayor      Date

JURUPA COMMUNITY SERVICES DISTRICT

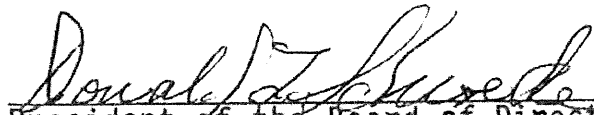
\_\_\_\_\_  
President of the Board of Directors      Date

SANTA ANA WATERSHED PROJECT AUTHORITY

\_\_\_\_\_  
Chairman of the Commission

\_\_\_\_\_  
Date

WESTERN MUNICIPAL WATER DISTRICT OF RIVERSIDE COUNTY



\_\_\_\_\_  
President of the Board of Directors

\_\_\_\_\_  
Date

HOME GARDENS SANITARY DISTRICT

\_\_\_\_\_  
President of the Board of Directors

\_\_\_\_\_  
Date

CITY OF NORCO

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

JURUPA COMMUNITY SERVICES DISTRICT

\_\_\_\_\_  
President of the Board of Directors

\_\_\_\_\_  
Date



SANTA ANA WATERSHED PROJECT AUTHORITY

\_\_\_\_\_  
Chairman of the Commission

\_\_\_\_\_  
Date

WESTERN MUNICIPAL WATER DISTRICT OF RIVERSIDE COUNTY

\_\_\_\_\_  
President of the Board of Directors

\_\_\_\_\_  
Date

HOME GARDENS SANITARY DISTRICT

*Robert R. ...*  
\_\_\_\_\_  
President of the Board of Directors

\_\_\_\_\_  
Date

CITY OF NORCO

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

JURUPA COMMUNITY SERVICES DISTRICT

\_\_\_\_\_  
President of the Board of Directors

\_\_\_\_\_  
Date

SANTA ANA WATERSHED PROJECT AUTHORITY

\_\_\_\_\_  
Chairman of the Commission                      Date


WESTERN MUNICIPAL WATER DISTRICT OF RIVERSIDE COUNTY

\_\_\_\_\_  
President of the Board of Directors              Date

HOME GARDENS SANITARY DISTRICT

\_\_\_\_\_  
President of the Board of Directors              Date

CITY OF NORCO

  
\_\_\_\_\_  
Mayor    Date

JURUPA COMMUNITY SERVICES DISTRICT

\_\_\_\_\_  
President of the Board of Directors              Date

SANTA ANA WATERSHED PROJECT AUTHORITY

\_\_\_\_\_  
Chairman of the Commission

\_\_\_\_\_  
Date

WESTERN MUNICIPAL WATER DISTRICT OF RIVERSIDE COUNTY

\_\_\_\_\_  
President of the Board of Directors

\_\_\_\_\_  
Date

HOME GARDENS SANITARY DISTRICT

\_\_\_\_\_  
President of the Board of Directors

\_\_\_\_\_  
Date

CITY OF NORCO

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

JURUPA COMMUNITY SERVICES DISTRICT

*Rodney D. Teagarden* 12-17-93  
\_\_\_\_\_  
President of the Board of Directors

\_\_\_\_\_  
Date

RECEIVED

JUL 7 1997

WMWD - Engr.

ADDENDUM NO. 3 TO THE  
JOINT EXERCISE OF POWERS AGREEMENT  
CREATING THE  
WESTERN RIVERSIDE COUNTY REGIONAL WASTEWATER AUTHORITY

THIS ADDENDUM NO. 3 is made and entered into by and between the SANTA ANA WATERSHED PROJECT AUTHORITY, a joint powers public agency (hereafter "SAWPA"), the WESTERN MUNICIPAL WATER DISTRICT OF RIVERSIDE COUNTY, a municipal water district (hereinafter "WMWD"), the CITY OF NORCO, a municipal corporation (hereinafter "NORCO"), the HOME GARDENS SANITARY DISTRICT, a sanitary district (hereinafter "HGSD") and the JURUPA COMMUNITY SERVICES DISTRICT, a community services district (hereinafter "JCSD") (sometimes hereinafter collectively referred to as the "PARTIES"), and is effective upon adoption.

RECITALS

A. Each of the PARTIES to this ADDENDUM NO. 3 is a party to that certain "JOINT EXERCISE OF POWERS AGREEMENT CREATING THE WESTERN RIVERSIDE COUNTY REGIONAL WASTEWATER AUTHORITY" dated April 23, 1992, as amended (hereinafter, "the AGREEMENT");

B. The PARTIES desire to further amend the AGREEMENT to clarify the manner in which the powers of the WESTERN RIVERSIDE COUNTY REGIONAL WASTEWATER AUTHORITY ("the AUTHORITY") are to be exercised.

COVENANTS

The PARTIES agree as follows:

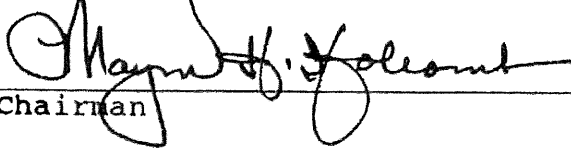
1. Section 4, paragraph K of the AGREEMENT is hereby amended in its entirety as follows:

"K. Any power necessary or incidental to the foregoing powers shall be exercised in the manner and according to the procedures provided for under the law applicable to municipal water districts (California Water Code, Sections 71274-71281, and Public Contract Code, Sections 20640-20645)."

2. Except as otherwise specifically provided for in this ADDENDUM NO. 3, all provisions of the AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, the PARTIES have caused this ADDENDUM NO. 3 to be effective on the date first above written.

SANTA ANA WATERSHED PROJECT AUTHORITY  
11615 Sterling Avenue  
Riverside, California 92503

By   
Chairman

WESTERN MUNICIPAL WATER DISTRICT OF  
RIVERSIDE COUNTY  
Post Office Box 5286  
Riverside, California 92517

By \_\_\_\_\_  
President

HOME GARDENS SANITARY DISTRICT  
13538 Magnolia Avenue  
Corona, California 91719

By \_\_\_\_\_  
President

CITY OF NORCO  
3954 Old Hamner  
Post Office Box 428  
Norco, California 91760

By \_\_\_\_\_  
Mayor

JURUPA COMMUNITY SERVICES DISTRICT  
8621 Jurupa Road  
Riverside, California 92509

By \_\_\_\_\_  
President

IN WITNESS WHEREOF, the PARTIES have caused this ADDENDUM NO. 3 to be effective on the date first above written.

SANTA ANA WATERSHED PROJECT AUTHORITY  
11615 Sterling Avenue  
Riverside, California 92503

By \_\_\_\_\_  
Chairman

WESTERN MUNICIPAL WATER DISTRICT OF  
RIVERSIDE COUNTY  
Post Office Box 5286  
Riverside, California 92517

By Elizabeth L. Currisson  
Vice-President

HOME GARDENS SANITARY DISTRICT  
13538 Magnolia Avenue  
Corona, California 91719

By \_\_\_\_\_  
President

CITY OF NORCO  
3954 Old Hamner  
Post Office Box 428  
Norco, California 91760

By \_\_\_\_\_  
Mayor

JURUPA COMMUNITY SERVICES DISTRICT  
8621 Jurupa Road  
Riverside, California 92509

By \_\_\_\_\_  
President

IN WITNESS WHEREOF, the PARTIES have caused this ADDENDUM NO. 3 to be effective on the date first above written.

SANTA ANA WATERSHED PROJECT AUTHORITY  
11615 Sterling Avenue  
Riverside, California 92503

By \_\_\_\_\_  
Chairman

WESTERN MUNICIPAL WATER DISTRICT OF  
RIVERSIDE COUNTY  
Post Office Box 5286  
Riverside, California 92517

By \_\_\_\_\_  
President

HOME GARDENS SANITARY DISTRICT  
13538 Magnolia Avenue  
Corona, California 91719

By *Shuf Reynolds*  
President  
*Gene Homan* Secretary/Treasurer

CITY OF NORCO  
3954 Old Hamner  
Post Office Box 428  
Norco, California 91760

By \_\_\_\_\_  
Mayor

JURUPA COMMUNITY SERVICES DISTRICT  
8621 Jurupa Road  
Riverside, California 92509

By \_\_\_\_\_  
President

IN WITNESS WHEREOF, the PARTIES have caused this ADDENDUM NO. 3 to be effective on the date first above written.

SANTA ANA WATERSHED PROJECT AUTHORITY  
11615 Sterling Avenue  
Riverside, California 92503

By \_\_\_\_\_  
Chairman

WESTERN MUNICIPAL WATER DISTRICT OF  
RIVERSIDE COUNTY  
Post Office Box 5286  
Riverside, California 92517

By \_\_\_\_\_  
President

HOME GARDENS SANITARY DISTRICT  
13538 Magnolia Avenue  
Corona, California 91719

By \_\_\_\_\_  
President

CITY OF NORCO  
3954 Old Hamner  
Post Office Box 428  
Norco, California 91760

By *Robert H. Kerzof*  
Mayor

JURUPA COMMUNITY SERVICES DISTRICT  
8621 Jurupa Road  
Riverside, California 92509

By \_\_\_\_\_  
President



IN WITNESS WHEREOF, the PARTIES have caused this ADDENDUM NO. 3 to be effective on the date first above written.

SANTA ANA WATERSHED PROJECT AUTHORITY  
11615 Sterling Avenue  
Riverside, California 92503

By \_\_\_\_\_  
Chairman

WESTERN MUNICIPAL WATER DISTRICT OF  
RIVERSIDE COUNTY  
Post Office Box 5286  
Riverside, California 92517

By \_\_\_\_\_  
President

HOME GARDENS SANITARY DISTRICT  
13538 Magnolia Avenue  
Corona, California 91719

By \_\_\_\_\_  
President

CITY OF NORCO  
3954 Old Hamner  
Post Office Box 428  
Norco, California 91760

By \_\_\_\_\_  
Mayor

JURUPA COMMUNITY SERVICES DISTRICT  
8621 Jurupa Road  
Riverside, California 92509

By Roger Teagarden  
President

ADDENDUM NO. 4 TO THE  
JOINT EXERCISE OF POWERS AGREEMENT  
CREATING THE  
WESTERN RIVERSIDE COUNTY REGIONAL WASTEWATER AUTHORITY

THIS Addendum No. 4 is made and entered into by and between SANTA ANA WATERSHED PROJECT AUTHORITY, a joint powers public agency (hereafter "SAWPA"), WESTERN MUNICIPAL WATER DISTRICT OF RIVERSIDE COUNTY, a municipal water district (hereinafter "WMWD"), CITY OF NORCO, a municipal corporation (hereinafter "NORCO"), HOME GARDENS SANITARY DISTRICT, a sanitary district (hereinafter "HGSD") and JURUPA COMMUNITY SERVICES DISTRICT, a community services district (hereinafter "JCSD") (sometimes hereinafter collectively referred to as the "PARTIES"), and is effective upon adoption by the PARTIES.

RECITALS

A. Each of the PARTIES to this Addendum No. 4 is a party to that certain "JOINT EXERCISE OF POWERS AGREEMENT CREATING THE WESTERN RIVERSIDE COUNTY REGIONAL WASTEWATER AUTHORITY" dated April 23, 1992, as amended (hereinafter "the AGREEMENT");

B. On February 27, 1997, the Board of Directors of the WESTERN RIVERSIDE COUNTY REGIONAL WASTEWATER AUTHORITY ("the AUTHORITY") adopted an organizational structure essentially providing that no later than July 1, 1998, WMWD will provide administration and management for the start-up, operation and management of its wastewater treatment and disposal facility currently under construction, and located at 14634 River Road, City of Corona, State of California. Since certain start-up activities and planning are required in advance of the actual completion and operation of the treatment plant, the AUTHORITY desires to formally appoint WMWD as the manager and administrator for the operations of the AUTHORITY in conjunction with continuing and on-going management and administrative services to be provided by SAWPA during the course of construction and start-up of the treatment plant;

C. The PARTIES desire to amend the AGREEMENT to clarify and provide that the manager and administrator for the AUTHORITY shall not be designated in the AGREEMENT, as it is now at Section 5, Paragraph C, but rather will be determined from time-to-time by Resolution of the Board of Directors of the AUTHORITY as and when the AUTHORITY deems appropriate.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the PARTIES to this Addendum No. 4 agree as follows:

1. Section 5, paragraph C of the AGREEMENT is hereby superseded and amended in its entirety to read as follows:

"C. The AUTHORITY shall, from time-to-time, when and as it deems appropriate, appoint a manager-administrator for the purpose of contracting for the construction, operation and/or maintenance of the regional collection, treatment and disposal facility owned by the AUTHORITY. The AUTHORITY shall make such appointments by adopting a resolution as and when it deems appropriate. Such resolution shall place a limitation on the appointed manager-administrator in connection with any proposed expenditures of AUTHORITY funds as the AUTHORITY deems appropriate and consistent with applicable law."

2. Except as otherwise specifically provided for in this Addendum No. 4, all provisions of the AGREEMENT as amended shall remain in full force and effect.

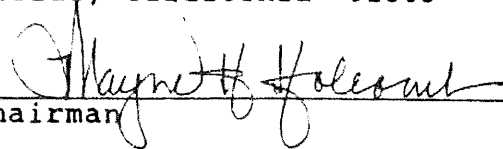
3. This Addendum No. 4 may be executed in counterparts, and shall become effective when the governing bodies of its five Member Agencies have authorized the execution of, and subsequently executed, this Addendum.

IN WITNESS WHEREOF, the PARTIES hereto have executed this Addendum on the day and year hereinafter indicated.

SANTA ANA WATERSHED PROJECT AUTHORITY  
11615 Sterling Avenue  
Riverside, California 92503

Dated: September 9, 1997

By

  
Chairman

Dated: \_\_\_\_\_

By

\_\_\_\_\_  
Secretary

WESTERN MUNICIPAL WATER DISTRICT OF  
RIVERSIDE COUNTY  
Post Office Box 5286  
Riverside, California 92517

Dated: 10-15-97 By   
President

Dated: 10-15-97 By   
Secretary

HOME GARDENS SANITARY DISTRICT  
13538 Magnolia Avenue  
Corona, California 91719

Dated: \_\_\_\_\_ By \_\_\_\_\_  
President

Dated: \_\_\_\_\_ By \_\_\_\_\_  
Secretary

CITY OF NORCO  
Post Office Box 428  
Norco, California 91760

Dated: \_\_\_\_\_ By \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_ By \_\_\_\_\_  
City Clerk

JURUPA COMMUNITY SERVICES DISTRICT  
8621 Jurupa Road  
Riverside, California 92509

Dated: \_\_\_\_\_ By \_\_\_\_\_  
President

Dated: \_\_\_\_\_ By \_\_\_\_\_  
Secretary

WESTERN MUNICIPAL WATER DISTRICT OF  
RIVERSIDE COUNTY  
Post Office Box 5286  
Riverside, California 92517

Dated: \_\_\_\_\_ By \_\_\_\_\_  
President

Dated: \_\_\_\_\_ By \_\_\_\_\_  
Secretary

HOME GARDENS SANITARY DISTRICT  
13538 Magnolia Avenue  
Corona, California 91719

Dated: \_\_\_\_\_ By David A. Helgum  
President

Dated: \_\_\_\_\_ By Ken Hanson  
Secretary

CITY OF NORCO  
Post Office Box 428  
Norco, California 91760

Dated: \_\_\_\_\_ By \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_ By \_\_\_\_\_  
City Clerk

JURUPA COMMUNITY SERVICES DISTRICT  
8621 Jurupa Road  
Riverside, California 92509

Dated: \_\_\_\_\_ By \_\_\_\_\_  
President

Dated: \_\_\_\_\_ By \_\_\_\_\_  
Secretary

WESTERN MUNICIPAL WATER DISTRICT OF  
RIVERSIDE COUNTY  
Post Office Box 5286  
Riverside, California 92517

Dated: \_\_\_\_\_ By \_\_\_\_\_  
President

Dated: \_\_\_\_\_ By \_\_\_\_\_  
Secretary

HOME GARDENS SANITARY DISTRICT  
13538 Magnolia Avenue  
Corona, California 91719

Dated: \_\_\_\_\_ By \_\_\_\_\_  
President

Dated: \_\_\_\_\_ By \_\_\_\_\_  
Secretary

CITY OF NORCO  
Post Office Box 428  
Norco, California 91760

Dated: \_\_\_\_\_ BY Richard J. Kozel  
Mayor

Dated: 11-17 By James H. May  
City Clerk

JURUPA COMMUNITY SERVICES DISTRICT  
8621 Jurupa Road  
Riverside, California 92509

Dated: \_\_\_\_\_ By \_\_\_\_\_  
President

Dated: \_\_\_\_\_ By \_\_\_\_\_  
Secretary

WESTERN MUNICIPAL WATER DISTRICT OF  
RIVERSIDE COUNTY  
Post Office Box 5286  
Riverside, California 92517

Dated: \_\_\_\_\_ By \_\_\_\_\_  
President

Dated: \_\_\_\_\_ By \_\_\_\_\_  
Secretary

HOME GARDENS SANITARY DISTRICT  
13538 Magnolia Avenue  
Corona, California 91719

Dated: \_\_\_\_\_ By \_\_\_\_\_  
President

Dated: \_\_\_\_\_ By \_\_\_\_\_  
Secretary

CITY OF NORCO  
Post Office Box 428  
Norco, California 91760

Dated: \_\_\_\_\_ By \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_ By \_\_\_\_\_  
City Clerk

JURUPA COMMUNITY SERVICES DISTRICT  
8621 Jurupa Road  
Riverside, California 92509

Dated: 9-8-97 By   
President

Dated: 9-8-97 By   
Secretary

**ADDENDUM NO. 5  
TO THE JOINT EXERCISE OF POWER AGREEMENT  
CREATING THE  
WESTERN RIVERSIDE COUNTY REGIONAL WASTEWATER AUTHORITY**

**THIS ADDENDUM NO. 5** is made and entered into by and between HOME GARDENS SANITARY DISTRICT, a sanitary district, JURUPA COMMUNITY SERVICES DISTRICT, a community services district, the CITY OF NORCO, a municipal corporation, SANTA ANA WATERSHED PROJECT AUTHORITY, a joint powers public agency, and WESTERN MUNICIPAL WATER DISTRICT OF RIVERSIDE COUNTY, a municipal water district (sometimes hereinafter collectively referred to as the "PARTIES"), and is effective upon adoption by the PARTIES.

**RECITALS**

A. Each of the PARTIES to this Addendum No. 5 is a party to that certain "Joint Exercise of Powers Agreement Creating the Western Riverside County Regional Wastewater Authority" dated April 23, 1992, as amended (hereinafter "the AGREEMENT");

B. In or about October, 1997, the PARTIES adopted Addendum No. 4 to that Joint Exercise of Powers Agreement superseding and amending Section 5, paragraph C of the AGREEMENT providing that the appointment of the Manager-Administrator for the AUTHORITY shall be determined by Resolution of the Board of Directors of the AUTHORITY.

C. The PARTIES hereby desire to amend the AGREEMENT and Addendum No. 4 to provide that the Manager-Administrator for the AUTHORITY shall be determined by Resolution of the AUTHORITY's Board of Directors but that the Resolution must be adopted by all but one voting member of the Board of Directors. By way of example, if the Board of Directors is comprised of five (5) members at least four (4) members must vote in favor of such a Resolution and if the Board of Directors is comprised of six (6) members at least five (5) of those members must vote in favor of such a Resolution.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the PARTIES to this Addendum No. 5 agree as follows:

1. Section 5, Paragraph C of the AGREEMENT as superseded and amended by Addendum No. 4 is hereby amended as follows:




"C. The AUTHORITY shall, from time-to-time, when and as it deems appropriate, appoint a Manager-Administrator for the purposes of management of, and contracting for the construction, operation and/or maintenance of the regional collection, treatment and disposal facility owned by the AUTHORITY. The AUTHORITY's Board of Directors shall make such an appointment by adopting a Resolution by a vote of all but one voting member of the Board of Directors. By way of example, if the Board of Directors is comprised of five (5) Directors at least four (4) of those Directors must vote in favor of such a Resolution. Further, if the Board of Directors is comprised of six (6) members at least five (5) of those members must vote in favor of such a Resolution. Such Resolution shall place a limitation on the appointed Manager-Administrator in connection with any proposed expenditures of AUTHORITY funds as the AUTHORITY deems appropriate and consistent with applicable law."


2. Except as otherwise specifically provided for in this Addendum No. 5, all provisions of the AGREEMENT as amended shall remain in full force and effect.

3. This Addendum No. 5 may be executed in counterparts, and shall become effective when the governing bodies of the AUTHORITY's five (5) member agencies have authorized the execution of, and subsequently executed this Addendum.

IN WITNESS WHEREOF, the PARTIES hereto have executed this Addendum No. 5 on the day and year hereinafter indicated.

**HOME GARDENS SANITARY DISTRICT**

Date: 4-17-12 By   
President

Date: 4-17-12 By   
Secretary

**JURUPA COMMUNITY SERVICES DISTRICT**

Date: \_\_\_\_\_ By \_\_\_\_\_  
President

Date: \_\_\_\_\_ By \_\_\_\_\_  
Secretary

"C. The AUTHORITY shall, from time-to-time, when and as it deems appropriate, appoint a Manager-Administrator for the purposes of management of, and contracting for the construction, operation and/or maintenance of the regional collection, treatment and disposal facility owned by the AUTHORITY. The AUTHORITY's Board of Directors shall make such an appointment by adopting a Resolution by a vote of all but one voting member of the Board of Directors. By way of example, if the Board of Directors is comprised of five (5) Directors at least four (4) of those Directors must vote in favor of such a Resolution. Further, if the Board of Directors is comprised of six (6) members at least five (5) of those members must vote in favor of such a Resolution. Such Resolution shall place a limitation on the appointed Manager-Administrator in connection with any proposed expenditures of AUTHORITY funds as the AUTHORITY deems appropriate and consistent with applicable law."

2. Except as otherwise specifically provided for in this Addendum No. 5, all provisions of the AGREEMENT as amended shall remain in full force and effect.

3. This Addendum No. 5 may be executed in counterparts, and shall become effective when the governing bodies of the AUTHORITY's five (5) member agencies have authorized the execution of, and subsequently executed this Addendum.

IN WITNESS WHEREOF, the PARTIES hereto have executed this Addendum No. 5 on the day and year hereinafter indicated.

**HOME GARDENS SANITARY DISTRICT**

Date: \_\_\_\_\_

By \_\_\_\_\_  
President

Date: \_\_\_\_\_

By \_\_\_\_\_  
Secretary

**JURUPA COMMUNITY SERVICES DISTRICT**

Date: 4/23/12


By [Signature]  
President

Date: 4/23/12

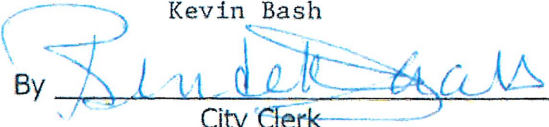
By [Signature]  
Secretary

**CITY OF NORCO**

Date: June 6, 2012

By   
Mayor  
Kevin Bash

Date: June 6, 2012

By   
City Clerk  
Brenda K. Jacobs, CMC

**SANTA ANA WATERSHED PROJECT AUTHORITY**

Date: \_\_\_\_\_

By \_\_\_\_\_  
Chair

Date: \_\_\_\_\_

By \_\_\_\_\_  
Secretary

**WESTERN MUNICIPAL WATER DISTRICT OF RIVERSIDE COUNTY**

Date: \_\_\_\_\_

By \_\_\_\_\_  
President

Date: \_\_\_\_\_

By \_\_\_\_\_  
Secretary

**CITY OF NORCO**

Date: \_\_\_\_\_


By \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

By \_\_\_\_\_  
City Clerk

**SANTA ANA WATERSHED PROJECT AUTHORITY**

Date: 3/20/12

By  \_\_\_\_\_  
Chair

Date: \_\_\_\_\_

By \_\_\_\_\_  
Secretary

**WESTERN MUNICIPAL WATER DISTRICT OF RIVERSIDE COUNTY**

Date: \_\_\_\_\_

By \_\_\_\_\_  
President

Date: \_\_\_\_\_

By \_\_\_\_\_  
Secretary

**CITY OF NORCO**

Date: \_\_\_\_\_

By \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

By \_\_\_\_\_  
City Clerk

**SANTA ANA WATERSHED PROJECT AUTHORITY**

Date: \_\_\_\_\_

By \_\_\_\_\_  
Chair

Date: \_\_\_\_\_

By \_\_\_\_\_  
Secretary

**WESTERN MUNICIPAL WATER DISTRICT OF RIVERSIDE COUNTY**

Date: \_\_\_\_\_

By \_\_\_\_\_  
President

Date: \_\_\_\_\_

By \_\_\_\_\_  
Secretary

**ADDENDUM NO. 6  
TO THE JOINT EXERCISE OF POWERS AGREEMENT  
CREATING THE  
WESTERN RIVERSIDE COUNTY REGIONAL WASTEWATER AUTHORITY  
(CITY OF CORONA MEMBERSHIP)**

**THIS ADDENDUM NO. 6** is made and entered into by and between HOME GARDENS SANITARY DISTRICT, a sanitary district, JURUPA COMMUNITY SERVICES DISTRICT, a community services district, the CITY OF NORCO, a municipal corporation, SANTA ANA WATERSHED PROJECT AUTHORITY, a joint powers public agency, WESTERN MUNICIPAL WATER DISTRICT OF RIVERSIDE COUNTY, a municipal water district, and the CITY OF CORONA, a municipal corporation (sometimes hereinafter collectively referred to as the "PARTIES"), and is effective only upon adoption by all of the PARTIES.

**RECITALS**

A. Each of the PARTIES to this Addendum No. 6 is a public agency authorized to enter into a joint exercise of powers agreement pursuant to Government Code, Section 6500 et seq.; and

B. Except for the City of Corona, each of the PARTIES to this Addendum No. 6 entered into that certain "Joint Exercise of Powers Agreement Creating the Western Riverside County Regional Wastewater Authority" in 1992 (hereinafter "the AGREEMENT"); and

C. Section 12 of the AGREEMENT provides that other public entities may become members of the AUTHORITY upon the execution of a written addendum to the AGREEMENT signed by the Member Agencies and each public entity seeking to become a Member Agency of the AUTHORITY; and

D. The AUTHORITY and its Members Agencies have received a request from the City of Corona to become a Member Agency of the AUTHORITY; and

E. It is the purpose of this Addendum No. 6 to set forth the terms and conditions by which the City of Corona will become a Member Agency of the AUTHORITY.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the PARTIES to this Addendum No. 6 agree as follows:


**1. Addition of City of Corona as Member Agency.** As of the effective date of this Addendum No. 6, the City of Corona shall become a Member of the AUTHORITY, and by execution of this Addendum No. 6, the City of Corona agrees to be bound by the provisions of the AGREEMENT and fulfill the conditions of admission as a Member Agency set forth in paragraph 2 below.

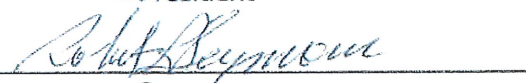
**2. Conditions of Admission.** As a condition of admission to the AUTHORITY, the City of Corona shall fund its proportionate share of the AUTHORITY's budget commencing in fiscal year 2011-2012 and each year thereafter. As a further condition of admission to the AUTHORITY, the City of Corona shall abide by the terms and conditions of that certain Project and Capacity Agreement for the Expansion of the Western Riverside County Regional Wastewater Authority Treatment Plant including the capital contributions required of the City of Corona by that Project and Capacity Agreement.

**3. Effective Date.** This Addendum No. 6 shall become effective when the governing bodies of all of the PARTIES to this Addendum have authorized the execution of, and subsequently executed, this Addendum No. 6.

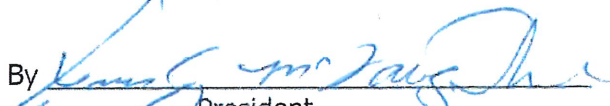
IN WITNESS WHEREOF, the PARTIES hereto have executed this Addendum No. 6 on the day and year hereinafter indicated.

**HOME GARDENS SANITARY DISTRICT**

Date: 7-24-12 By   
President

Date: 7/24/12 By   
Secretary

**JURUPA COMMUNITY SERVICES DISTRICT**

Date: 4/23/12 By   
President

Date: 4/23/12 By   
Secretary

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the PARTIES to this Addendum No. 6 agree as follows:

**1. Addition of City of Corona as Member Agency.** As of the effective date of this Addendum No. 6, the City of Corona shall become a Member of the AUTHORITY, and by execution of this Addendum No. 6, the City of Corona agrees to be bound by the provisions of the AGREEMENT and fulfill the conditions of admission as a Member Agency set forth in paragraph 2 below.

**2. Conditions of Admission.** As a condition of admission to the AUTHORITY, the City of Corona shall fund its proportionate share of the AUTHORITY's budget commencing in fiscal year 2011-2012 and each year thereafter. As a further condition of admission to the AUTHORITY, the City of Corona shall abide by the terms and conditions of that certain Project and Capacity Agreement for the Expansion of the Western Riverside County Regional Wastewater Authority Treatment Plant including the capital contributions required of the City of Corona by that Project and Capacity Agreement.

**3. Effective Date.** This Addendum No. 6 shall become effective when the governing bodies of all of the PARTIES to this Addendum have authorized the execution of, and subsequently executed, this Addendum No. 6.

IN WITNESS WHEREOF, the PARTIES hereto have executed this Addendum No. 6 on the day and year hereinafter indicated.

**HOME GARDENS SANITARY DISTRICT**

Date: \_\_\_\_\_ By \_\_\_\_\_  
President

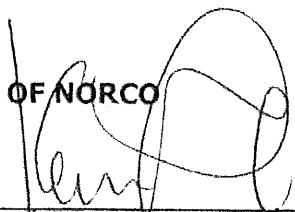
Date: \_\_\_\_\_ By \_\_\_\_\_  
Secretary

**JURUPA COMMUNITY SERVICES DISTRICT**

Date: 4/23/12 By [Signature]  
President

Date: 4/23/12 By [Signature]  
Secretary



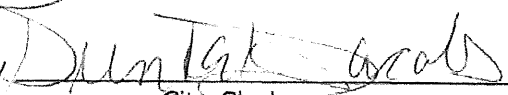
**CITY OF NORCO**  


Date: June 6, 2012

By \_\_\_\_\_  
Mayor

Kevin Bash

Date: June 6, 2012

By  \_\_\_\_\_  
City Clerk

Brenda K. Jacobs, CMC

**SANTA ANA WATERSHED PROJECT AUTHORITY**

Date: \_\_\_\_\_

By \_\_\_\_\_  
Chair

Date: \_\_\_\_\_

By \_\_\_\_\_  
Secretary

**WESTERN MUNICIPAL WATER DISTRICT OF RIVERSIDE COUNTY**

Date: \_\_\_\_\_

By \_\_\_\_\_  
President

Date: \_\_\_\_\_

By \_\_\_\_\_  
Secretary

**CITY OF CORONA**

Date: \_\_\_\_\_

By \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

By \_\_\_\_\_  
City Clerk

**CITY OF NORCO**

Date: \_\_\_\_\_

By \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

By \_\_\_\_\_  
City Clerk

**SANTA ANA WATERSHED PROJECT AUTHORITY**

Date: 3/20/12

By  \_\_\_\_\_  
Chair

Date: \_\_\_\_\_

By \_\_\_\_\_  
Secretary

**WESTERN MUNICIPAL WATER DISTRICT OF RIVERSIDE COUNTY**

Date: \_\_\_\_\_

By \_\_\_\_\_  
President

Date: \_\_\_\_\_

By \_\_\_\_\_  
Secretary

**CITY OF CORONA**

Date: \_\_\_\_\_

By \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

By \_\_\_\_\_  
City Clerk

**CITY OF NORCO**

Date: \_\_\_\_\_

By \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

By \_\_\_\_\_  
City Clerk

**SANTA ANA WATERSHED PROJECT AUTHORITY**

Date: \_\_\_\_\_

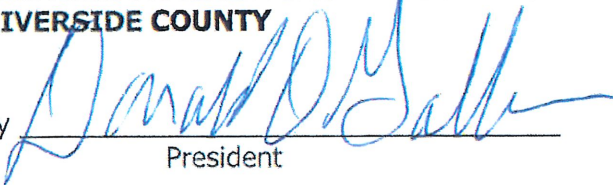
By \_\_\_\_\_  
Chair

Date: \_\_\_\_\_


By \_\_\_\_\_  
Secretary

**WESTERN MUNICIPAL WATER DISTRICT OF RIVERSIDE COUNTY**

Date: \_\_\_\_\_

By  \_\_\_\_\_  
President

Date: \_\_\_\_\_

By  \_\_\_\_\_  
Secretary

**CITY OF CORONA**

Date: \_\_\_\_\_

By \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

By \_\_\_\_\_  
City Clerk

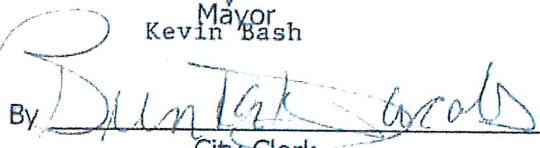
**CITY OF NORCO**

Date: June 6, 2012

By 

Mayor  
Kevin Bash

Date: June 6, 2012

By 

City Clerk  
Brenda K. Jacobs, CMC

**SANTA ANA WATERSHED PROJECT AUTHORITY**

Date: \_\_\_\_\_

By \_\_\_\_\_

Chair

Date: \_\_\_\_\_

By \_\_\_\_\_

Secretary

**WESTERN MUNICIPAL WATER DISTRICT OF RIVERSIDE COUNTY**

Date: \_\_\_\_\_

By \_\_\_\_\_

President

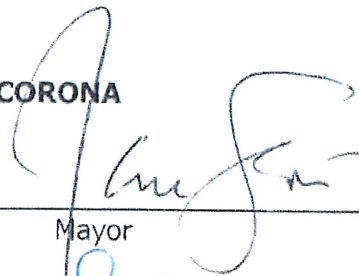
Date: \_\_\_\_\_

By \_\_\_\_\_

Secretary

**CITY OF CORONA**

Date: \_\_\_\_\_

By 

Mayor

Date: \_\_\_\_\_

By 

City Clerk, Chief Deputy

**ADDENDUM NO. 7  
TO THE JOINT EXERCISE OF POWERS AGREEMENT  
CREATING THE  
WESTERN RIVERSIDE COUNTY REGIONAL WASTEWATER AUTHORITY  
(SAWPA'S WITHDRAWAL FROM THE AUTHORITY)**

**THIS ADDENDUM NO. 7** is made and entered into by and between HOME GARDENS SANITARY DISTRICT, a sanitary district, JURUPA COMMUNITY SERVICES DISTRICT, a community services district, the CITY OF NORCO, a municipal corporation, SANTA ANA WATERSHED PROJECT AUTHORITY, a joint powers public agency ("SAWPA"), WESTERN MUNICIPAL WATER DISTRICT OF RIVERSIDE COUNTY, a municipal water district, and the CITY OF CORONA, a municipal corporation (sometimes collectively referred to as the "PARTIES"), and is effective only upon adoption by the governing boards of all of the PARTIES.

**RECITALS**

A. Each of the PARTIES to this Addendum No. 7 is a public agency authorized to enter into a joint exercise of powers agreement pursuant to Government Code, Section 6500 et seq.; and

B. Except for the City of Corona, each of the PARTIES to this Addendum No. 7 entered into that certain "Joint Exercise of Powers Agreement Creating the Western Riverside County Regional Wastewater Authority" in 1992 and 1993 ("the JPA AGREEMENT"), thereby creating the Western Riverside County Regional Wastewater Authority (the "AUTHORITY") and in 2012 the City of Corona became a member agency of the AUTHORITY pursuant to Addendum No. 6 to the JPA AGREEMENT; and

C. Section 14 of the JPA AGREEMENT allows the JPA AGREEMENT to be amended by approval of the governing boards of all the members; and

D. By letter dated April 3, 2012 SAWPA notified the AUTHORITY that it wishes to withdraw from AUTHORITY; and

E. Section 13 of the JPA AGREEMENT provides that any member of the AUTHORITY shall have the right to withdraw as a member agency of the AUTHORITY upon serving written notice of its intention thereof on all other member agencies at least 120 days before the end of any fiscal year; provided, however, that no such withdrawal shall relieve the withdrawing member from financial obligations theretofore incurred by it under the JPA AGREEMENT; and

F. The purpose of this Addendum No. 7 is to memorialize the terms and conditions for SAWPA's withdrawal from membership in the AUTHORITY, to affirm SAWPA's financial obligations to the AUTHORITY, and stipulate the PARTIES intent to formalize guidelines to continue the practice of mutual aid.

### **AGREEMENT**

NOW, THEREFORE, based on the foregoing Recitals and in consideration of the mutual promises and covenants contained herein, the PARTIES to this Addendum No. 7 agree as follows:

**1. SAWPA'S Withdrawal as a Member Agency of the AUTHORITY.**

The PARTIES agree to accept the letter from SAWPA dated April 3, 2012 expressing its desire to withdraw from the AUTHORITY and the 89-day notice such letter represents in lieu of the 120 days required under Section 13 of the JPA AGREEMENT as adequate notice, thereby waiving that 120-day notice requirement for SAWPA's withdrawal from the AUTHORITY. The member agencies of the AUTHORITY and SAWPA agree that the effective date for SAWPA's withdrawal from the AUTHORITY shall be June 30, 2012.

**2. Conditions of Withdrawal from the AUTHORITY.**

Pursuant to Section 13 of the JPA AGREEMENT, SAWPA shall continue making annual debt payments to the AUTHORITY for SAWPA'S share of the State Revolving Fund Loans from the State Water Resources Control Board used to construct SAWPA's share of capacity in the AUTHORITY's conveyance facilities in the amounts shown in Exhibit A, attached hereto and incorporated herein by this reference, until paid in full.

**3. Continuation of Mutual Aid.**

The PARTIES to this Addendum No. 7 agree that the AUTHORITY and SAWPA shall continue providing mutual aid for planned and unplanned maintenance at their respective facilities in accordance with the provisions of Exhibit B attached hereto and incorporated by this referenced.

**4. Effective Date.**

This Addendum No. 7 shall become effective June 30, 2012 only after the governing bodies of all of the PARTIES to this Addendum have approved the execution of, and subsequently executed, this Addendum No. 7.

IN WITNESS WHEREOF, the PARTIES hereto have executed this Addendum No. 7 on the day and year hereinafter indicated.

HOME GARDENS SANITARY DISTRICT

Dated: 6-26-12 By [Signature]  
President

Dated: 6/26/12 By [Signature]  
Secretary

JURUPA COMMUNITY SERVICES DISTRICT

Dated: \_\_\_\_\_ By \_\_\_\_\_  
President

Dated: \_\_\_\_\_ By \_\_\_\_\_  
Secretary

CITY OF NORCO

Dated: \_\_\_\_\_ By \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_ By \_\_\_\_\_  
City Clerk

SANTA ANA WATERSHED PROJECT  
AUTHORITY

Dated: \_\_\_\_\_ By \_\_\_\_\_  
Chair

Dated: \_\_\_\_\_ By \_\_\_\_\_  
Secretary

IN WITNESS WHEREOF, the PARTIES hereto have executed this Addendum No. 7 on the day and year hereinafter indicated.

HOME GARDENS SANITARY DISTRICT

Dated: \_\_\_\_\_

By \_\_\_\_\_  
President

Dated: \_\_\_\_\_

By \_\_\_\_\_  
Secretary

JURUPA COMMUNITY SERVICES DISTRICT

Dated: July 23, 2012

By *[Signature]*  
President

Dated: July 23, 2012

By *[Signature]*  
Secretary

CITY OF NORCO

Dated: \_\_\_\_\_

By \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

By \_\_\_\_\_  
City Clerk

SANTA ANA WATERSHED PROJECT  
AUTHORITY

Dated: \_\_\_\_\_

By \_\_\_\_\_  
Chair

Dated: \_\_\_\_\_

By \_\_\_\_\_  
Secretary



IN WITNESS WHEREOF, the PARTIES hereto have executed this Addendum No. 7 on the day and year hereinafter indicated.

HOME GARDENS SANITARY DISTRICT

Dated: \_\_\_\_\_ By \_\_\_\_\_  
President

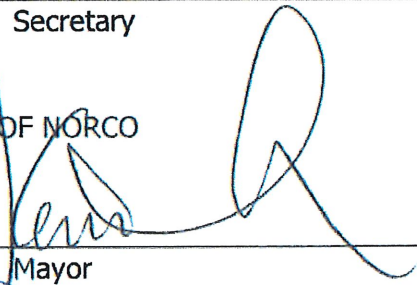
Dated: \_\_\_\_\_ By \_\_\_\_\_  
Secretary

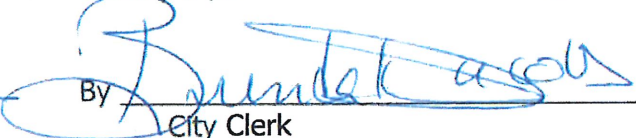
JURUPA COMMUNITY SERVICES DISTRICT

Dated: \_\_\_\_\_ By \_\_\_\_\_  
President

Dated: \_\_\_\_\_ By \_\_\_\_\_  
Secretary

CITY OF NORCO

Dated: July 18, 2012 By   
Mayor

Dated: July 18, 2012 By   
City Clerk

SANTA ANA WATERSHED PROJECT  
AUTHORITY

Dated: \_\_\_\_\_ By \_\_\_\_\_  
Chair

Dated: \_\_\_\_\_ By \_\_\_\_\_  
Secretary

IN WITNESS WHEREOF, the PARTIES hereto have executed this Addendum No. 7 on the day and year hereinafter indicated.

HOME GARDENS SANITARY DISTRICT

Dated: \_\_\_\_\_ By \_\_\_\_\_  
President

Dated: \_\_\_\_\_ By \_\_\_\_\_  
Secretary

JURUPA COMMUNITY SERVICES DISTRICT

Dated: \_\_\_\_\_ By \_\_\_\_\_  
President

Dated: \_\_\_\_\_ By \_\_\_\_\_  
Secretary

CITY OF NORCO

Dated: \_\_\_\_\_ By \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_ By \_\_\_\_\_  
City Clerk

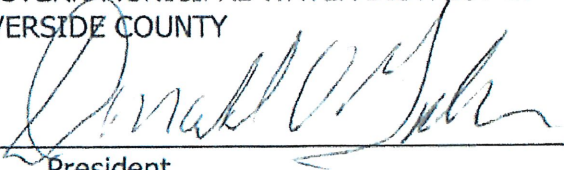
SANTA ANA WATERSHED PROJECT  
AUTHORITY

Dated: \_\_\_\_\_ By Phil Anthony  
Chair


Dated: \_\_\_\_\_ By \_\_\_\_\_  
Secretary

WESTERN MUNICIPAL WATER DISTRICT OF  
RIVERSIDE COUNTY

Dated: \_\_\_\_\_

By  \_\_\_\_\_  
President

Dated: \_\_\_\_\_

By  \_\_\_\_\_  
Secretary

CITY OF CORONA

Dated: \_\_\_\_\_

By \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

By \_\_\_\_\_  
City Clerk

WESTERN MUNICIPAL WATER DISTRICT OF  
RIVERSIDE COUNTY

Dated: \_\_\_\_\_

By \_\_\_\_\_  
President

Dated: \_\_\_\_\_

By \_\_\_\_\_  
Secretary

CITY OF CORONA

Dated: \_\_\_\_\_

By \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

By \_\_\_\_\_  
City Clerk, *Chief Deputy*

EXHIBIT A TO  
ADDENDUM NO. 7 TO  
THE AUTHORITY'S JPA AGREEMENT  
(SAWPA'S CONTINUING FINANCIAL OBLIGATIONS TO THE AUTHORITY)

1. In 1980, pursuant to a written agreement and with the permission of Environmental Protection Agency, SAWPA sold temporary domestic wastewater capacity rights in its Inland Empire Brine Line (the "Brine Line") with the premise that the domestic wastewater would later be removed from the Brine Line and transported to a facility suited for treatment of domestic wastewater, known generally as the Alternate Facility.

2. In 1992, the WESTERN RIVERSIDE COUNTY REGIONAL WASTEWATER AUTHORITY ("the AUTHORITY") was formed, as a joint powers public agency, and by 1993 the members of the AUTHORITY were SAWPA, HGSD, NORCO, JURUPA and WESTERN. The AUTHORITY, with SAWPA's assistance, applied for and received State Revolving Fund (SRF) Loans through the State Water Resources Control Board ("SWRCB") to construct a lift station and pipelines from the Brine Line Point of Delivery to the Alternate Facility for conveyance of the domestic wastewater removed from the Brine Line, and to accommodate the needs for capacity by each of the other member agencies of the AUTHORITY. Each member shared in the proceeds of the loans in accordance with its capacity requirements for each specific loan and pledged to make annual payments to the AUTHORITY so that the AUTHORITY could make the required debt service payments to the SWRCB.

3. SAWPA received the benefit of three SRF loans and agrees to continue its annual payments to the AUTHORITY so that the AUTHORITY can satisfy the annual debt service payments with the SWRCB. The three SRF loans with SAWPA involvement are tracked with an AUTHORITY numbering system and are known as loans #2, #3, and #4, as follows:

Loan #2

SWRCB Contract No. 6-809-550-0, Loan No. C-06-4442-110

SAWPA received 100% of the benefit of this SRF loan from the SWRCB with the Contract loan amount of \$4,750,124 as a contractual obligation to the AUTHORITY for construction of domestic wastewater facilities with interest at 2.8% and annual payments of \$316,729.86 through February 13, 2018. SAWPA's annual payment to the AUTHORITY for 100% of the loan is \$316,729.86 through February 13, 2018.

Loan #3

SWRCB Contract No. 6-812-550-0, Loan No. C-06-4442-120

SAWPA received 49.99% of the benefit of this SRF loan from the SWRCB with the Contract loan amount of \$4,583,644 as a contractual obligation to the AUTHORITY for construction of domestic wastewater facilities with interest at 2.8% and annual payments of \$306,773.08 through 2018. SAWPA's annual payment to the AUTHORITY for its share of the loan is \$153,355.85 through June 1, 2018.

Loan #4

SWRCB Contract No. 6-819-550-0 Loan No. C-06-4442-130

SAWPA received 51.9% of the benefit of this SRF loan from the SWRCB with the Contract loan amount of \$1,853,499 as a contractual obligation to the AUTHORITY for construction of domestic wastewater facilities with interest at 2.8% and annual payments of \$123,002.06 through 2018. SAWPA's annual payment to the AUTHORITY for its share of the loan is \$63,838.07 through June 1, 2018.

EXHIBIT B TO  
ADDENDUM NO. 7 TO  
THE AUTHORITY'S JPA AGREEMENT  
(MUTUAL AID)

1. These Mutual Aid Guidelines provide procedures for planned maintenance and unplanned emergency discharges from one Sanitary Sewer System to the other involving the AUTHORITY and SAWPA. Sanitary Sewer System is defined by State Order 2006-0003, as amended.

2. The AUTHORITY and SAWPA shall strive to accept the other's discharge, excluding discharges that may cause a regulatory violation or upset in the receiving Sanitary Sewer System and/or the receiving Public Owned Treatment Works (POTW) biological process. POTW is defined by Federal Regulation 40CFR 403.12(a).

3. SAWPA has in place a "Fee for Service" business model by agreements dated June 2006 (Commission Memorandum 5855, 2006 Agreements) with its members Eastern Municipal Water District, Inland Empire Utilities Agency, San Bernardino Valley Municipal Water District and Western Municipal Water District whereby all foregoing Pipeline Capacity and Treatment and Disposal Capacity Agreements were amended to convert SAWPA's capacity contract structure represented by those previous agreements into a Fee for Service business model to maximize the removal of salts from the Upper Santa Ana River Watershed. In the Fee for Service agreements it is SAWPA's responsibility to plan and provide appropriate capacity to accommodate the needs of the upper watershed. Addendum No. 7, Exhibit B describes one such instance where SAWPA will use its authority as vested in the 2006 Agreements to accommodate the needs of the upper watershed by implementing mutual aid as necessary with the AUTHORITY.

4. The AUTHORITY shall establish an Excess Capacity Management Service whereby all excess capacity in the AUTHORITY facilities may be utilized by the AUTHORITY to maximize use of the AUTHORITY facilities for the benefit of its members, to lower Member's operating costs, increase flexibility and protect the upper watershed from Sanitary Sewer Overflows (SSOs), and by implementing mutual aid on an as-needed basis with SAWPA. The AUTHORITY by Resolution 12-004 dated May 29, 2012 established new rates to be charged for the conveyance, treatment and disposal of wastewater including an excess capacity surcharge rate component to be charged for discharges in excess of an agency's owned capacity.

5. SAWPA with its Fee for Service capacity contract structure and the AUTHORITY with its Excess Capacity Management Service Resolution have the ability to accommodate mutual aid for planned and unplanned maintenance and SSOs in SAWPA and AUTHORITY facilities.

6. Acceptance of a discharge shall be determined solely by the receiving entity's management staff member responsible for the receiving Sanitary Sewer System. Acceptance of a discharge from AUTHORITY to SAWPA facilities requires approval of the Orange County Sanitation District (OCSD) operations staff. The requesting party shall give the receiving party 15-days notice by email for discharges planned in advance and a telephone call to the operations manager for emergency discharges to obtain approval before starting a discharge. Management and operations contacts include staff at the Authority, SAWPA and OCSD and are documented in SAWPA's and the AUTHORITY's Sanitary Sewer Management Plans.

7. Acceptance of a discharge by either entity shall be in compliance with the receiving entity's Ordinances, Resolutions, Rules, Regulations and Practices with particular attention given to Local Limits requirements. Discharges to SAWPA's Sanitary Sewer System (generally known as the Inland Empire Brine Line) shall comply with SAWPA's Ordinance No. 6 as amended from time to time or its successor. Discharges to the AUTHORITY's Sanitary Sewer System (generally known as the South Regional Conveyance System) shall comply with the AUTHORITY's Ordinance 97-OR5, as amended from time to time or its successor.

8. Discharges to SAWPA's Sanitary Sewer System shall be in compliance with the Discharge Permit issued by SAWPA. Discharges to the AUTHORITY's Sanitary Sewer System shall be in compliance with the Discharge Permit or Letter of Authorization issued by the AUTHORITY.

9. The SAWPA Discharge Permit and the AUTHORITY Discharge Permit or Letter of Authorization are hereafter referred to as the Permit. The Permit regardless of issuing entity shall contain without limitation the following requirements, statements, and information:

9a. A statement that discharges, actions and reports shall be in accordance with the Permit.

9b. Information identifying the owner of the receiving POTW as defined by 40CFR 403.12, the OCSD Treatment Plant as the POTW for discharges from the AUTHORITY to SAWPA and the AUTHORITY Treatment Plant as the POTW for discharges from SAWPA to the AUTHORITY.

9c. A requirement that discharges shall be in compliance with either SAWPA's Ordinance No. 6 or its successor or the AUTHORITY's Ordinance 97-OR5 or its successor depending on direction of flow.



9d. Identification of Point(s) of Discharge and Sample Locations.

9e. Requirements that discharges from SAWPA to the AUTHORITY meet the AUTHORITY's Pretreatment Requirements and Local Limits Resolutions 00-66 and Agency Discharge Limits Resolution 02-78 and that the discharges from the AUTHORITY to SAWPA meet SAWPA's Pretreatment Requirements and Local Limits Resolution 2011-13 as may be amended or superseded from time to time.

9f. Requirements that the discharger provide the receiving party advance notice of discharge (excluding an active Sanitary Sewer Overflow - SSO) and that notification, whether advance or immediate, include anticipated discharge start time and end time.

9g. Discharge Limitation requirements including a table of pollutants showing either daily maximum Local Limit or Categorical Limit maximum for any one day.

9h. Monitoring requirements in accordance with 40CFR Part 136.

9i. A requirement that the discharging party shut down specific customers connected to its Sanitary Sewer System for the duration of the planned or unplanned maintenance if the monitoring results show the discharge from that customer may cause harm to the receiving Sanitary Sewer System or POTW.

9j. Reporting requirements as directed by the receiving Sanitary Sewer System and/or POTW operators as needed for specific discharges (including by example an Accidental Discharge Report, Facility Waste Management Plan/Report, Pretreatment Report, Hazardous Materials Report and Pollution Prevention Plan).

9k. Information about prohibited discharges, penalties, enforcement, progress status reporting and special conditions including exchange of names and phone numbers of contacts who can be reached 24 hours a day in the event of an emergency discharge.

10. SAWPA shall track its flow quantity and quality when discharging to the AUTHORITY's Sanitary Sewer System and share the tracking results with the AUTHORITY on a case-by-case basis.

11. The AUTHORITY shall track its flow quantity and quality when discharging to the SAWPA Sanitary Sewer System and share the tracking results with SAWPA on a case-by-case basis.

12. SAWPA and the AUTHORITY shall maintain a monthly accounting and cumulative total accounting of flow quantity and quality from one system to the other when discharges are active.

13. The net flow quantity and quality shall be used for invoice preparation near the end of each month. The entity with the smaller total flow quantity and quality shall invoice the entity with the larger total flow quantity and quality monthly.

14. In order to perfect the mutual aid concept with mutual benefit, the PARTY's rate schedule producing the highest cost shall be applied to the invoice as the Mutual Aid Rate (MAR) regardless of invoice preparer. The current SAWPA rate schedule produces the highest cost, therefore, by way of example, the current MAR would be based on the SAWPA rate schedule.

15. The MAR shall consist solely of the monthly fixed and variable charges for flow quantity and quality.

16. Fixed charges shall be applied in the MAR as if one party owned capacity in the other party's system in the exact amount of actual flow quantity and quality needed.

17. The MAR shall not include capital costs unless those costs are a part of the published monthly fixed and variable rates. For example there is currently a capital repair component in both the fixed and variable Brine Line rate that is a part of the published rate and therefore included in the MAR.

18. The MAR shall not include surcharges, emergency charges, minimum charges, permit fees, administration fees, sampling charges, monitoring fees, flow adjustments or other costs within the control of the receiving Party. Costs outside the control of either party, including fines or penalties described below shall be the responsibility of the discharging Party. If a fee or charge is not a part of the monthly fixed and variable rate for flow quantity and quality it is not a part of the MAR.

19. The MAR using the current rate schedules for fiscal year 2011/12 for SAWPA and the AUTHORITY would be based on the higher of SAWPA and the AUTHORITY costs as if the net discharge occurred totally within one average month. The example calculations that follow use a reconciled net quantity at the end of the month of 12 million gallons with average BOD of 250 mg/l and TSS of 250 mg/l. The quantity of 12 million gallons is equal to an average flow of 0.3947 mgd during an average month (12mg/30.417 days) for purposes of determining the fixed rate multiplier.

SAWPA Fixed	Rate/mgd owned .3947mgd/Month	AUTHORITY Fixed	Rate/mgd owned .3947mgd/Month
Fixed Pipe	\$3,430 \$1,354	Treatment	\$15,469 \$6,106
Fixed Treatment	\$7,868 <u>\$3,106</u>	Conveyance	\$ 1,283 <u>\$ 506</u>
Total Fixed	\$4,460	Total Fixed	\$6,612
SAWPA Variable	Rate/mg discharged 12 mg Per Month	AUTHORITY Variable	Rate/mg discharged 12 mg Per Month

Flow/MGD	\$830	\$9,960	Treatment/mg	\$1,022	\$12,264
BOD/1000 lb	\$225	\$5,630	Conveyance/mg	\$ 58	<u>\$ 696</u>
TSS/1000 lb	\$335	<u>\$8,382</u>	Total Variable		\$12,960
Total Variable		\$23,972			
SAWPA Total Fixed & Variable For 12 mg		\$28,432	AUTHORITY Total Fixed & Var For 12 mg		\$19,572

Since the SAWPA rate produces a higher cost for the same flow quantity and quality, the MAR would be based on the SAWPA rate schedule and the month-end invoice would be \$28,432 whether SAWPA was sending the invoice to the AUTHORITY or the AUTHORITY was sending the invoice to SAWPA.

20. Fines and penalties assessed by a regulatory agency shall be the responsibility of the party generating the discharge whether the fines and penalties apply to the site of the maintenance task, the Sanitary Sewer System or Public Owned Treatment Works receiving the discharge.

21. Each party shall indemnify and hold the other harmless from any and all claims, lawsuits, damages, equitable relief, fines and penalties, including any attorneys' fees and costs assessed or incurred relating to the mutual aid provided under Addendum No. 7 and this Exhibit B. However, a party shall not be obligated to indemnify the other party if the complained-of act or omission results from the other party's sole negligence, act or omission.

**ADDENDUM NO. 8  
TO THE JOINT EXERCISE OF POWER AGREEMENT  
CREATING THE  
WESTERN RIVERSIDE COUNTY REGIONAL WASTEWATER AUTHORITY  
(DESIGNATION OF DIRECTORS)**

**THIS ADDENDUM NO. 8** is made and entered into by and between The CITY OF CORONA, A municipal corporation, HOME GARDENS SANITARY DISTRICT, a sanitary district, JURUPA COMMUNITY SERVICES DISTRICT, a community services district, the CITY OF NORCO, a municipal corporation, and WESTERN MUNICIPAL WATER DISTRICT OF RIVERSIDE COUNTY, a municipal water district (sometimes hereinafter collectively referred to as the "PARTIES"), and is effective upon adoption by all of the PARTIES.

**RECITALS**

A. Each of the PARTIES to this Addendum No. 8 is a party to that certain "Joint Exercise of Powers Agreement Creating the Western Riverside County Regional Wastewater Authority" dated April 23, 1992, as amended (hereinafter "the AGREEMENT");

B. The first paragraph of Section 5-A of the AGREEMENT states that each member agency shall appoint two "primary" directors to the WRCRWA Board of Directors and shall appoint one alternate director for each "primary" director. The first paragraph of Section 5-A also provides that at least one director and one alternate shall be elected members of the governing board of the member agency, thereby requiring two primary directors and two alternate directors for each Member Agency, of which at least one primary and its alternate are supposed to be elected officials from each Member Agency's governing Board.

C. The PARTIES hereby desire to amend the first paragraph of Section 5-A of the AGREEMENT to provide that each Member Agency shall appoint one primary director and one or more alternate directors and that each primary director and each alternate may or may not be an elected official from the Member Agency's governing board as determined by each Member Agency.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the PARTIES to this Addendum No. 8 agree as follows:

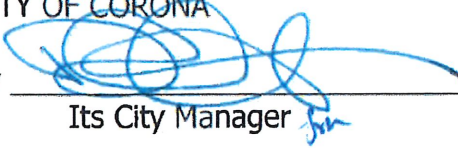

1. The first paragraph of Section 5-A of the AGREEMENT is hereby superseded and amended as follows:

"A. The governing body of the AUTHORITY shall be known as the "Board of Directors" and shall consist of five individuals, one appointed by each PARTY, who shall be the primary Directors. Each PARTY shall also appoint one or more alternate Directors who will assume all rights and duties of the primary Director when the primary Director is unable to attend meetings of the Board of Directors or otherwise perform the rights and duties of a primary Director. Each primary Director and each alternate Director may or may not be an elected member of the governing board of the appointing PARTY as each PARTY so determines. Each PARTY's appointment of a primary Director and one or more alternate Directors shall be made by a resolution of its governing body."

2. The remaining paragraphs of Section 5-A of the AGREEMENT shall remain in full force and effect.

3. This Addendum No. 8 may be executed in counterparts, and shall become effective when the governing bodies of the AUTHORITY's five (5) member agencies have authorized the execution of, and subsequently executed, this Addendum.

IN WITNESS WHEREOF, the PARTIES hereto have executed this Addendum No. 8 on the day and year hereinafter indicated.

Dated: <u>10-20-16</u>	CITY OF CORONA By  Its City Manager
Dated: _____	By  Its City Clerk, Chief deputy

HOME GARDENS SANITARY DISTRICT

Dated: \_\_\_\_\_

By *Karen Jones Brown*  
President

Dated: \_\_\_\_\_

By *Steve Allen*  
Secretary

JURUPA COMMUNITY SERVICES DISTRICT

Dated: \_\_\_\_\_

By \_\_\_\_\_  
President

Dated: \_\_\_\_\_

By \_\_\_\_\_  
Secretary

CITY OF NORCO

Dated: \_\_\_\_\_

By \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

By \_\_\_\_\_  
City Clerk

WESTERN MUNICIPAL WATER DISTRICT OF  
RIVERSIDE COUNTY

Dated: \_\_\_\_\_

By \_\_\_\_\_  
President

Dated: \_\_\_\_\_

By \_\_\_\_\_  
Secretary

Dated: \_\_\_\_\_


By \_\_\_\_\_  
President

Dated: \_\_\_\_\_

By \_\_\_\_\_  
Secretary

JURUPA COMMUNITY SERVICES DISTRICT

Dated: September 26, 2016

By  \_\_\_\_\_  
President

Dated: September 26, 2016

By  \_\_\_\_\_  
Secretary

CITY OF NORCO

Dated: \_\_\_\_\_

By \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

By \_\_\_\_\_  
City Clerk

WESTERN MUNICIPAL WATER DISTRICT OF RIVERSIDE COUNTY

Dated: \_\_\_\_\_

By \_\_\_\_\_  
President

Dated: \_\_\_\_\_

By \_\_\_\_\_  
Secretary

Dated: \_\_\_\_\_

By \_\_\_\_\_  
President

Dated: \_\_\_\_\_

By \_\_\_\_\_  
Secretary

JURUPA COMMUNITY SERVICES DISTRICT

Dated: \_\_\_\_\_


By \_\_\_\_\_  
President

Dated: \_\_\_\_\_

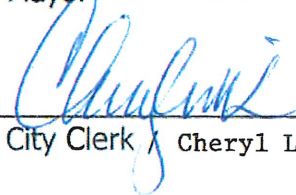
By \_\_\_\_\_  
Secretary

CITY OF NORCO

Dated: September 21, 2016

By   
Mayor Kevin Bash

Dated: September 21, 2016

By   
City Clerk Cheryl L. Link, CMC

WESTERN MUNICIPAL WATER DISTRICT OF RIVERSIDE COUNTY

Dated: \_\_\_\_\_

By \_\_\_\_\_  
President

Dated: \_\_\_\_\_

By \_\_\_\_\_  
Secretary



HOME GARDENS SANITARY DISTRICT

Dated: \_\_\_\_\_

By \_\_\_\_\_  
President

Dated: \_\_\_\_\_

By \_\_\_\_\_  
Secretary

JURUPA COMMUNITY SERVICES DISTRICT

Dated: \_\_\_\_\_

By \_\_\_\_\_  
President

Dated: \_\_\_\_\_

By \_\_\_\_\_  
Secretary

CITY OF NORCO

Dated: \_\_\_\_\_

By \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

By \_\_\_\_\_  
City Clerk

WESTERN MUNICIPAL WATER DISTRICT OF RIVERSIDE COUNTY

Dated: \_\_\_\_\_

By S. R. Lopez  
President

Dated: \_\_\_\_\_

By Brenda J. ...  
Secretary

