

FORM APPROVED COUNTY COUNSEL 9/13/15
 BY: GREGORY P. PRIAMOS DATE

SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD OF SUPERVISORS COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

104B



FROM: General Manager-Chief Engineer

SUBMITTAL DATE:
September 15, 2015

SUBJECT: Approve Formation of the Riverside County Infrastructure Financing Authority, All Districts [\$0]

RECOMMENDED MOTION: That the Board of Supervisors: Approve and execute the attached Joint Powers Authority Agreement between the County of Riverside and the Riverside County Flood Control and Water Conservation District.

BACKGROUND:

Summary

The Riverside County Infrastructure Financing Authority is being created pursuant to the Marks-Roos Local Bond Pooling Act of 1985 and the Joint Exercise of Powers Act which authorizes agencies formed under the Acts to assist in the financing of public capital improvements to be owned by any of its members and to exercise any powers common to the contracting parties.

Continued to Page 2

Departmental Concurrence

DG:JR:bjp
P8/172310

[Signature]
WARREN D. WILLIAMS
 General Manager-Chief Engineer

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 0	\$ 0	\$ 0	\$ 0	Consent <input type="checkbox"/> Policy X <input checked="" type="checkbox"/>
NET DISTRICT COST	\$ 0	\$ 0	\$ 0	\$ 0	
SOURCE OF FUNDS: N/A				Budget Adjustment: No	
				For Fiscal Year: 2015-16	

C.E.O. RECOMMENDATION:

APPROVE

BY: *[Signature]*
Steven C. Horn

County Executive Office Signature

MINUTES OF THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT

On motion of Supervisor Tavaglione, seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley
Nays: None
Absent: None
Date: September 15, 2015
xc: Flood E.O. (Comp. Item 3-5)

Kecja Harper-Ihem
 Clerk of the Board
 By: *[Signature]*
 Deputy

- A-30
- Positions Added
- 4/5 Vote
- Change Order

Prev. Agn. Ref.: | **District: All** | **Agenda Number:**

11-2

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT
BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

FORM 11: Approve Formation of the Riverside County Infrastructure Financing Authority,
All Districts [\$0]

DATE: September 15, 2015

PAGE: 2 of 2

BACKGROUND:

Summary (continued)

The financing of the acquisition of property by the County and the District acting separately may result in duplication of effort, inefficiencies in administration, and excessive cost, all of which, in the judgment of the County and the District could be eliminated if the financing of the acquisition of property could be performed through a single public agency, and such is the purpose of the attached Agreement.

A summary of the key factors of the Authority are as follows:

- The Authority shall be administered by a Board of five (5) Directors. The members of the Board of Supervisors of the County shall constitute the Directors of the Authority. All voting power of the Authority shall reside in the Board.
- The Board shall hold its regular meetings at the same dates, time, place, and manner as the regular meetings of the Board of Supervisors of the County.
- All meetings of the Board shall be called and noticed pursuant to the Government Code.
- The Secretary shall cause to be kept minutes of the meetings.
- As provided in the Act, the Authority shall be a public entity separate from the County and the District.
- The Authority shall have the power to acquire and to finance the acquisition of Public Capital Improvements necessary or convenient for the operation of the County, the District, or any Associate Member, and to acquire obligations of the County, the District, or any Associate Member.
- The Authority shall also have any and all powers relating to financing or refinancing facilities owned and/or leased and operated by the County, the District, or organizations described in Section 501(c)(3) of the Internal Revenue Code of 1986.

A resolution for the election of officers will follow the approval of this agreement at the next regular meeting of the newly formed Riverside County Infrastructure Financing Authority.

Impact on Citizens and Businesses

The formation of the Authority will help reduce inefficiencies and costs associated with duplication of efforts when financing the acquisition of property.

Attachment

1. Formation of the Riverside County Infrastructure Financing Authority Agreement

JR:bjp
P8/172310

JOINT EXERCISE OF POWERS AGREEMENT

RIVERSIDE COUNTY INFRASTRUCTURE FINANCING AUTHORITY

THIS JOINT POWERS AGREEMENT (the "Agreement"), dated September 15, 2015, is made by and between County of Riverside (the "County") and the Riverside County Flood Control and Water Conservation District (the "District"), each duly organized and existing under the laws of the State of California.

WITNESSETH:

WHEREAS, pursuant to Title I, Division 7, Chapter 5 of the Government Code of the State of California (the "Act"), two or more public agencies may by agreement jointly exercise any power common to the contracting parties; and

WHEREAS, the County and the District are each a "public agency" as that term is defined in Section 6500 of the Government Code of the State of California; and

WHEREAS, the County and the District are each authorized to own, lease, purchase, receive and hold property necessary or convenient for their governmental operations; and

WHEREAS, the County may finance or assist in the financing of the acquisition or improvement of real property and furnishings to be owned or operated by any public agency, nonprofit corporation, or nonprofit association to carry out programs that the County determines will serve public purposes; and

WHEREAS, the County is also empowered to make contracts and to purchase, lease, and construct or improve real or personal property; and to contract to acquire, or acquire by grant, purchase, gift, bequest, devise, or otherwise, any real or personal property of every kind within the County, and any interest in such property, and any improvements on it; and to sell, lease, lease to public agencies, or grant any interest in such property, or otherwise dispose of any real or personal property or any interest in property; and to incur indebtedness and issue bonds; and

WHEREAS, the District is authorized to make contracts and to purchase, lease, and construct or improve real or personal property; and to contract to acquire, or acquire by grant, purchase, gift, bequest, devise, or otherwise, any real or personal property of every kind within or without the district, and any interest in such property, and any improvements on it; and to sell, lease, lease to public agencies, or grant any interest in such property, or otherwise dispose of any real or personal property or any interest in property; and to incur indebtedness and issue bonds; and

WHEREAS, the financing of the acquisition of property by the County and the District acting separately may result in duplication of effort, inefficiencies in administration, and excessive cost, all of which, in the judgment of the County and the District could be eliminated if the financing of the acquisition of property could be performed through a single public agency, and such is the purpose of this Agreement; and

1 WHEREAS, the Marks-Roos Local Bond Pooling Act of 1985 authorizes agencies
 2 formed under the Act to assist in the financing of public capital improvements to be owned by
 any of its members and to exercise any powers common to the contracting parties.

3 NOW, THEREFORE, in consideration of the above premises and of the mutual
 4 promises herein contained, the County and the District do hereby agree as follows:

5 ARTICLE I

6 DEFINITIONS

7 **Section 1.01. Definitions.** Unless the context otherwise requires, the words and
 8 terms defined in this Article shall, for the purpose hereof, have the meanings herein specified.

9 "Act" means Articles 1 through 4 (commencing with Section 6500) of Chapter 5,
 10 Division 7, Title 1 of the Government Code of the State of California.

11 "Agreement" means this Agreement.

12 "Associate Member" means a Public Agency which is a party to an Associate
 13 Membership Agreement entered into by the Authority and such Public Agency pursuant to
 Article VIII hereof.

14 "Associate Membership Agreement" means an agreement between the Authority
 15 and a Public Agency as described in Article VIII hereof.

16 "Authority" means the Riverside County Infrastructure Financing Authority
 17 established pursuant to this Agreement.

18 "Bond Law" means the Marks-Roos Local Bond Pooling Act of 1985, being
 19 Article 4 of the Act (commencing with Section 6584), as now in effect or hereafter amended,
 20 Article 2 of the Act as now in effect or hereafter amended, or any other law available for use by
 the Authority in the authorization and issuance of bonds to provide for the financing of
 Obligations and/or Public Capital Improvements.

21 "Bond Purchase Agreement" means an agreement between the Authority and the
 22 County, the District or an Associate Member, pursuant to which the Authority agrees to
 purchase Obligations from the County the District or an Associate member, as the case may be.

23 "Board" means the Board of Directors referred to in Section 2.03, which shall be
 24 the governing body of the Authority.

25 "Bonds" means the bonds of the Authority issued pursuant to the Bond Law.

26 "Directors" means the representatives and managers of the Authority pursuant to
 27 Section 2.03.

28 "Fiscal Year" means the period from July 1st to and including the following
 June 30th.

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"Members" means the County and the District.

"Obligations" has the meaning given to the term "Bonds" in Section 6585(c) of the Bond Law.

"Public Agency" means any public agency authorized by the Act to enter into a joint exercise of powers agreement with the County and the District.

"Public Capital Improvement" has the meaning given to such term in Section 6585(g) of the Act, as in effect on the date hereof, and as hereafter amended.

"Secretary" means the Secretary of the Authority appointed pursuant to Section 3.01.

"Treasurer" means the Treasurer of the Authority appointed pursuant to Section 3.02.

ARTICLE II

GENERAL PROVISIONS

Section 2.01. Purpose. This Agreement is made pursuant to the Act providing for the joint exercise of powers common to the County and the District, and for other purposes as permitted under the Act, the Bond Law and as agreed by one or more of the parties hereto. The County and the District each possess the powers referred to in the recitals hereof. The purpose of this Agreement is to establish an agency for, and with the purpose of issuing bonds, notes or other evidences of indebtedness or certificates of participation in leases or other agreements to (a) finance or refinance Public Capital Improvements for, and working capital requirements of, the County, the District and any Associate Member through the acquisition by the Authority of such Public Capital Improvements or the lease financing of Public Capital Improvements and/or the purchase by the Authority of Obligations of the County, the District or an Associate Member pursuant to Bond Purchase Agreements and/or the lending of funds by the Authority to the County, the District or an Associate Member; (b) finance or refinance facilities owned and/or leased and operated by organizations described in Section 501(c)(3) of the Internal Revenue Code of 1986; or (c) finance other projects.

Section 2.02. Creation of Authority. Pursuant to the Act, there is hereby created a public entity to be known as the "Riverside County Infrastructure Financing Authority". The Authority shall be a public entity separate and apart from the County and the District, and shall administer this Agreement.

Section 2.03. Board. The Authority shall be administered by a Board of five (5) Directors, unless and until changed by amendment of this Agreement. The members of the Board of Supervisors of the County shall constitute the Directors of the Authority, and thereafter vacancies shall be filled and new Directors shall be appointed as required by law for the election of and the filling of vacancies for members of the Board of Supervisors of the County. The Board shall be called the "Board of the Riverside County Infrastructure Financing Authority." All voting power of the Authority shall reside in the Board.

Section 2.04. Meetings of the Board.

(a) Regular Meetings. The Board shall hold its regular meetings at the same dates, time, place, and manner as the regular meetings of the Board of Supervisors of the County; provided, however, that at least one regular meeting shall be held each year.

(b) Special Meetings. Special meetings of the Board may be called in accordance with the provisions of Section 54956 of the Government Code of the State of California.

(c) Call, Notice and Conduct of Meetings. All meetings of the Board, including without limitation, regular, adjourned regular and special meetings, shall be called, noticed, held and conducted in accordance with the provisions of Sections 54950 et seq. of the Government Code of the State of California.

Section 2.05. Minutes. The Secretary shall cause to be kept minutes of the meetings of the Board and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Director and to the County and the District.

Section 2.06. Voting. Each Director shall have one vote.

Section 2.07. Quorum; Required Votes; Approvals. Directors holding a majority of the votes shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time. The affirmative votes of at least a majority of the Directors present at any meeting at which a quorum is present shall be required to take any action by the Board.

Section 2.08. Bylaws. The Board may adopt, from time to time, such bylaws, rules and regulations for the conduct of its meetings as are necessary for the purposes hereof.

ARTICLE III

OFFICERS AND EMPLOYEES

Section 3.01. Chairman, Vice-Chairman, Executive Director and Secretary. The Board shall elect a Chairman and Vice-Chairman from among the Directors, and shall appoint a Secretary who may, but need not, be a Director. The Board may appoint an Executive Director who may, but need not, be a Director. The officers shall perform the duties normal to said offices. The Chairman or the Executive Director (if an Executive Director is elected by the Board) shall sign all contracts on behalf of the Authority, and shall perform such other duties as may be imposed by the Board. The Vice-Chairman shall act, sign contracts and perform all of the Chairman's duties in the absence of the Chairman. The Secretary shall countersign all contracts signed by the Chairman, Executive Director or Vice-Chairman on behalf of the Authority, perform such other duties as may be imposed by the Board and cause a copy of this Agreement to be filed with the Secretary of State within 30 days of the effective date hereof pursuant to the Act.

Section 3.02. Treasurer. Pursuant to Section 6505.6 of the Act, the Finance Director of the County is hereby designated as the Auditor and Treasurer of the Authority. The

1 Auditor and Treasurer shall be the depository, shall have custody of all of the accounts, funds
2 and money of the Authority from whatever source, shall have the duties and obligations set
3 forth in Sections 6505 and 6505.5 of the Act and shall assure that there shall be strict
4 accountability of all funds and reporting of all receipts and disbursements of the Authority.

4 **Section 3.03. Officers in Charge of Records, Funds and Account.** Pursuant to
5 Section 6505.1 of the Act, the Treasurer shall have charge of, handle and have access to all
6 accounts, funds and money of the Authority and all records of the Authority relating thereto;
7 and the Secretary shall have charge of, handle and have access to all other records of the
8 Authority.

7 **Section 3.04. Bonding Persons Having Access to Public Capital**
8 **Improvements.** From time to time, the Board may designate persons, in addition to the
9 Secretary and the Treasurer, having charge of, handling or having access to any records, funds
10 or accounts or any Public Capital Improvement of the Authority, and may determine the
11 respective amounts of the official bonds of the Secretary and the Treasurer and such other
12 persons pursuant to Section 6505.1 of the Act.

11 **Section 3.05. Legal Advisor.** The Board shall have the power to appoint the
12 legal advisor of the Authority who shall perform such duties as may be prescribed by the
13 Board. Such legal advisor shall initially be the County Counsel.

13 **Section 3.06. Other Employees.** The Board shall have the power to appoint and
14 employ such other consultants and independent contractors as may be necessary for the
15 purposes of this Agreement.

16 All of the privileges and immunities from liability, exemption from laws,
17 ordinances and rules, all pension, relief, disability, workers' compensation and other benefits
18 which apply to the activities of officers, agents, or employees of a public agency when
19 performing their respective functions shall apply to them to the same degree and extent while
20 engaged in the performance of any of the functions and other duties under this Agreement.

19 None of the officers, agents, or employees directly employed by the Board shall
20 be deemed, by reason of their employment by the Board to be employed by the County or the
21 District or, by reason of their employment by the Board, to be subject to any of the
22 requirements of the County or the District.

22 **Section 3.07. Assistant Officers.** The Board may appoint such assistants to act
23 in the place of the Secretary or other officers of the Authority (other than any Director) as the
24 Board shall from time to time deem appropriate.

25 ARTICLE IV

26 POWERS

27 **Section 4.01. General Powers.** The Authority shall exercise in the manner
28 herein provided the powers common to the County and the District, or as otherwise permitted
under the Act, and necessary to the accomplishment of the purposes of this Agreement, subject
to the restrictions set forth in Section 4.04.

1 As provided in the Act, the Authority shall be a public entity separate from the
2 County and the District. The Authority shall have the power to acquire and to finance the
3 acquisition of Public Capital Improvements necessary or convenient for the operation of the
4 County, the District or any Associate Member, and to acquire obligations of the County, the
5 District or any Associate Member. The Authority shall also have any and all powers relating to
financing or refinancing facilities owned and/or leased and operated by the County, the District,
or organizations described in Section 501(c)(3) of the Internal Revenue Code of 1986.

6 **Section 4.02. Power to Issue Revenue Bonds.** The Authority shall have all of
7 the powers provided in the Act, including but not limited to Article 4 of the Act (commencing
with Section 6584), and including the power to issue Bonds under the Bond Law.

8 **Section 4.03. Specific Powers.** The Authority is hereby authorized, in its own
9 name, to do all the acts necessary for the exercise of the foregoing powers, including but not
limited to, any or all of the following:

- 10 (a) to make and enter into contracts;
- 11 (b) to employ agents or employees;
- 12 (c) to acquire, construct, manage, maintain or operate any Public Capital
13 Improvement, including the common power of the County and the District to acquire any
14 Public Capital Improvement by the power of eminent domain;
- 15 (d) to sue and be sued in its own name;
- 16 (e) to issue Bonds and otherwise to incur debt, liabilities or obligations,
17 provided that no such Bond, debt, liability or obligation shall constitute a debt, liability or
18 obligation of the County or the District;
- 19 (f) to apply for, accept, receive and disburse grants, loans and other aid from
any agency of the United States of America or from the State of California;
- 20 (g) to invest any money in the treasury pursuant to Section 6505.5 of the Act
21 that is not required for the immediate necessities of the Authority, as the Authority determines
22 is advisable, in the same manner and upon the same conditions as local agencies, pursuant to
Section 53601 of the Government Code of the State of California;
- 23 (h) to apply for letters of credit or other forms of financial guarantees in order to
24 secure the repayment of Bonds or certificates of participation and enter into agreements in
connection therewith;
- 25 (i) to carry out and enforce all the provisions of this Agreement;
- 26 (j) to make and enter into Bond Purchase Agreements and agreements for the
27 purchase of certificates of participation;
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1 (k) to purchase Obligations of the County, the District or any Associate
Member;

2 (l) to exercise any and all other powers as may be provided in Section 6588 of
3 the Act or in any Bond Law; and

4 (m) to acquire, hold, lease or dispose of property wherever located.

5 **Section 4.04. Restrictions on Exercise of Powers.** The powers of the Authority
6 shall be exercised in the manner provided in the Act and in the Bond Law, and, except for those
7 powers set forth in Article 4 of the Act, shall be subject (in accordance with Section 6509 of the
8 Act) to the restrictions upon the manner of exercising such powers that are imposed upon the
County in the exercise of similar powers.

9 **Section 4.05. Obligations of Authority.** The debts, liabilities and obligations of
10 the Authority shall not be the debts, liabilities and obligations of the County or the District.

11 ARTICLE V

12 METHODS OF PROCEDURE; CREDIT TO MEMBERS

13 **Section 5.01. Assumption of Responsibilities By the Authority.** Upon
14 approval of this Agreement by the County and District, the Directors shall hold the
15 organizational meeting of the Board. At said meeting the Board shall provide for its regular
meetings as required by Section 2.04 and elect a Chairman and Vice-Chairman, and appoint the
Secretary.

16 **Section 5.02. Delegation of Powers.** The County and the District hereby
17 delegate to the Authority the power and duty to acquire, by lease, lease-purchase, installment
18 sale agreements, or otherwise, or make loans to finance, such Public Capital Improvements as
19 may be necessary or convenient for the operation of the County or the District and to exercise
the power of condemnation of the County as necessary in connection therewith.

20 **Section 5.03. Credit to County and the District.** All accounts or funds created
21 and established pursuant to any instrument or agreement to which the Authority is a party, and
22 any interest earned or accrued thereon, shall inure to the benefit of the County and the District
in the respective proportions for which such funds or accounts were created.

23 ARTICLE VI

24 CONTRIBUTION; ACCOUNTS AND REPORTS; FUNDS

25 **Section 6.01. Contributions.** As otherwise provided by law and within the limits
26 of their respective lawful authority, the County and the District have the right, but not the
27 obligation, in the appropriate circumstances to: (a) make contributions from their treasuries for
28 the purposes set forth herein, (b) make payments of public funds to defray the cost of such
purposes, (c) make advances of public funds for such purposes, such advances to be repaid as
provided herein or pursuant to a separate loan agreement, or (d) use its personnel, equipment or

1 property in lieu of other contributions or advances. The provisions of California Government
2 Code Section 6513 are hereby incorporated into this Agreement.

3 **Section 6.02. Accounts and Reports.** To the extent not covered by the duties
4 assigned to a trustee chosen by the Authority, the Treasurer shall establish and maintain such
5 funds and accounts as may be required by good accounting practice or by any provision of any
6 trust agreement entered into with respect to the proceeds of any Bonds issued by the Authority.
7 The books and records of the Authority in the hands of a trustee or the Treasurer shall be open
8 to inspection at all reasonable times by representatives of the District and the County. The
9 Treasurer, within 120 days after the close of each Fiscal Year, shall give a complete written
report of all financial activities for such fiscal year to the County and the District to the extent
such activities are not covered by the report of such trustee. The trustee appointed under any
trust agreement shall establish suitable funds, furnish financial reports and provide suitable
accounting procedures to carry out the provisions of said trust agreement. Said trustee may be
given such duties in said trust agreement as may be desirable to carry out this Agreement.

10 **Section 6.03. Funds.** Subject to the applicable provisions of any instrument or
11 agreement which the Authority may enter into, which may provide for a trustee to receive, have
12 custody of and disburse Authority funds, the Treasurer of the Authority shall receive, have the
13 custody of and disburse Authority funds as nearly as possible in accordance with generally
accepted accounting principles, shall make the disbursements required by this Agreement or to
carry out any of the provisions or purposes of this Agreement.

14 **Section 6.04. Annual Budget and Administrative Expenses.** The Board may
15 adopt a budget for administrative expenses, which shall include all expenses not included in
16 any financing issue of the Authority, annually prior to July 1st of each year. The estimated
17 annual administrative expenses of the Authority shall be allocated by the Authority to the
18 County.

18 ARTICLE VII

19 TERM

20 **Section 7.01. Term.** This Agreement shall become effective as of the date hereof
21 and shall continue in full force and effect so long as any Bonds, notes or other evidences of
22 indebtedness or certificates of participation in leases or other agreements remain outstanding or
so long as the Authority shall own any interest in Public Capital Improvements.

23 **Section 7.02. Disposition of Assets.** Upon termination of this Agreement, all
24 property of the Authority, both real and personal, shall be divided among the parties hereto in
such manner as shall be agreed upon by the parties.

25 ARTICLE VIII

26 ASSOCIATE MEMBERSHIP AGREEMENTS

27 **Section 8.01. Power to Enter Into Associate Membership Agreements.** In
28 addition to those powers specified in this Agreement, the Authority shall have the power to

1 enter into Associate Membership Agreements with any Public Agency upon the approval
2 thereof by the Board.

3 **Section 8.02. Contents of Associate Membership Agreement.** Each Associate
4 Membership Agreement shall:

5 (a) State that the Public Agency is an associate member of the Authority.

6 (b) Specify that the purpose of the Associate Membership Agreement is to (i)
7 facilitate the financing of the acquisition by the public agency of Public Capital Improvements,
8 or financing working capital requirements of the Associate Member, necessary for the
9 governmental operation of the Public Agency at a cost (taking into account the cost of such
10 financing) which is less than would be possible if the public agency were to acquire the Public
11 Capital Improvements or finance its working capital requirements independently of the
12 Authority; ii) facilitate the financing or refinancing of facilities owned and/or leased and
13 operated by organizations described in Section 501(c)(3) of the Internal Revenue Code of 1986;
14 or (iii) finance projects that promote economic development.

15 (c) Restrict the powers of the public agency with respect to the Authority to
16 those enumerated in this Article VIII;

17 (d) Specify that the public agency shall not have the power to: (i) vote on any
18 action to be taken by the Authority; or (ii) become an officer of the Authority or a Director; and

19 (e) Specify the fees, if any, to be charged the public agency for its participation
20 in financings of the Authority.

21 **Section 8.03. Approval of Associate Membership Agreements.** In determining
22 whether to approve an Associate Membership Agreement with a public agency which proposes
23 to be an Associate Member, the Directors may take into account any criteria deemed
24 appropriate to the Directors, including but not limited to the financial well-being of such public
25 agency and the nature of the Public Capital Improvement or the working capital requirements
26 which such public agency proposes to finance.

27 **ARTICLE IX**

28 **MISCELLANEOUS PROVISIONS**

Section 9.01. Notices. Notices hereunder shall be in writing and shall be
sufficient if delivered to the notice address of each party hereto for legal notices or as otherwise
provided by a party hereto in writing to each of the other parties hereto.

Section 9.02. Section Headings. All section headings in this Agreement are for
convenience of reference only and are not to be construed as modifying or governing the
language in the section referred to or to define or limit the scope of any provision of this
Agreement.

Section 9.03. Consent. Whenever in this Agreement any consent or approval is
required the same shall not be unreasonably withheld.

1 **Section 9.04. Law Governing.** This Agreement is made in the State of California
2 under the constitution and laws of the State of California and is to be so construed.

3 **Section 9.05. Amendments.** This Agreement may be amended at any time or
4 from time to time; except as limited by contract with the owners of Bonds issued by the
5 Authority or certificates of participation in payments to be made by the Authority or the County
6 or the District or by applicable regulations or laws of any jurisdiction having authority, by one
7 or more supplemental agreements executed by all of the parties to this Agreement or for any
8 other purpose including, without limitation, addition of new parties (including any legal entities
9 or taxing areas heretofore or hereafter created) in pursuance of the purposes of this Agreement.

8 **Section 9.06. Enforcement by Authority.** The Authority is hereby authorized to
9 take any or all legal or equitable actions, including but not limited to injunction and specific
10 performance, necessary or permitted by law to enforce this Agreement.

10 **Section 9.07. Severability.** Should any part, term or provision of this Agreement
11 be decided by any court of competent jurisdiction to be illegal or in conflict with any law of the
12 State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the
13 remaining portions or provisions shall not be affected thereby.

13 **Section 9.08. Successors.** This Agreement shall be binding upon and shall inure
14 to the benefit of the successors of the County and of the District, respectively. Neither the
15 County nor the District may assign any right or obligation hereunder without the written
16 consent of the other member.

16 **Section 9.09. Counterparts.** This Agreement may be executed in counterparts
17 each of which will be deemed an original.

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1 **IN WITNESS WHEREOF**, the parties hereto have executed this Joint Exercise of
2 Powers Agreement as of the day and year first hereinabove written.

3 **COUNTY OF RIVERSIDE**

4 **ATTEST:**

5 **KECIA HARPER-IHEM**
6 Clerk of the Board of Supervisors

By Marion Ashley
7 **MARION ASHLEY**
8 Chairman, Riverside County Board
9 of Supervisors

10 By: [Signature]
11 Deputy Clerk

12 **FORM APPROVED COUNTY COUNSEL**
13 BY: [Signature] 9/2/15
14 **DALE A. GARDNER** DATE

15 **RIVERSIDE COUNTY FLOOD CONTROL**
16 **AND WATER CONSERVATION DISTRICT**

17 **ATTEST:**

18 **KECIA HARPER-IHEM**
19 Clerk of the Board of Supervisors

By Marion Ashley
20 **MARION ASHLEY**
21 Chairman, Riverside County Flood Control
22 and Water Conservation District Board of
23 Supervisors

24 By: [Signature]
25 Deputy Clerk

26 **FORM APPROVED COUNTY COUNSEL**
27 BY: [Signature] 9/2/15
28 **DALE A. GARDNER** DATE

DG:JR:bjp
09/15/15
Joint Exercise of Powers Agreement
Riverside County Infrastructure Financing Authority