

**FIFTH AMENDED AND RESTATED JOINT POWERS AGREEMENT BETWEEN
THE COUNTY OF RIVERSIDE;
THE CITY OF CANYON LAKE; THE CITY OF LAKE ELSINORE;
THE CITY OF MURRIETA; THE CITY OF TEMECULA;
THE CITY OF WILDOMAR; AND THE CITY OF MENIFEE;
FOR THE
SOUTHWEST COMMUNITIES FINANCING AUTHORITY
(Animal Shelter)**

This Fifth Amended and Restated Joint Powers Agreement (“Agreement”), is made and entered into this 1st day of June, 2025 (“Effective Date”) by and between the County of Riverside (hereafter referred to as "COUNTY"); the City of Canyon Lake ("Canyon Lake"); City of Lake Elsinore ("Lake Elsinore"); City of Murrieta ("Murrieta"); City of Temecula ("Temecula"); and City of Wildomar ("Wildomar"); and City of Menifee (“Menifee”), individually as “City” or “Party”, and collectively, the "Cities" or “Parties”, each body being a body corporate and politic of the State of California, or public entities or political subdivision of the State of California.

RECITALS:

WHEREAS, COUNTY, Canyon Lake, Lake Elsinore, Murrieta, Temecula, Wildomar and, Menifee have mutual interests in the continued operation of an animal shelter located within the geographic area common to all Parties within the geographic boundaries, attached hereto and incorporated here by this reference as Attachment A, in compliance with State laws and regulations; and

WHEREAS, the Board of Directors (“Board”) of the Southwest Communities Financing Authority (“SCFA”) approved that certain Joint Powers Agreement, dated November 30, 2004, between COUNTY, Lake Elsinore, Canyon Lake, Murrieta, and Temecula for the purpose of constructing an animal shelter in the southwest portion of the County of Riverside; and

WHEREAS, the Board of SCFA approved that certain Second Amended and Restated Joint Powers Agreement, dated January 29, 2008, between COUNTY, Lake Elsinore, Canyon Lake, Murrieta, and Temecula;

WHEREAS, the Board of SCFA approved that certain Third Amended and Restated Joint Powers Agreement, dated November 2, 2010, between COUNTY, Lake Elsinore, Canyon Lake, Murrieta, Temecula, and Wildomar, accepting Wildomar as a JPA member;

WHEREAS, the Board of SCFA approved that certain Fourth Amended and Restated Joint Powers Agreement, dated November 1, 2020, between County, Lake Elsinore, Canyon Lake, Murrieta, Temecula, Wildomar, and Menifee, accepting Menifee as a JPA member;

WHEREAS, the Board of SCFA desires to amend and restate the agreement to state that Member Cities and County shall pay invoices in advance of each quarter;

WHEREAS, it is the interest and desire of the Parties to amend and restate that certain Fourth Amended and Restated Joint Powers Agreement to continue SCFA as a Joint Powers Agency, separate and apart from the Parties hereto, as hereinafter described and set forth, which entity shall set about the task of accomplishing the purpose of this Agreement in a manner most capable of promoting the greatest public good and welfare; and

WHEREAS, the Parties hereto are each empowered by law to provide for the animal shelter needs to eligible residents of each City either directly, or by contract or similar arrangement;

NOW, THEREFORE, in consideration of the above recitals, of the mutual promises and agreements herein contained and for other valuable consideration, the parties hereto agree as follows:

SECTION 1. PURPOSE

This Fifth Amended and Restated Joint Powers Agreement (hereinafter referred to as "Agreement") is made pursuant to the provisions of Article 1, Chapter 5, Division 7 of Title 1 (commencing with Section 6500) of the California Government Code, (hereinafter referred to as the "Act") for the express purpose of constructing and housing animals, also known as operating an animal shelter, to serve residents of the Parties hereof. Additionally, this Agreement shall permit the financing of public capital improvements and those purposes permitted under the Marks-Roos Local Bond Pooling Act of 1985, being Article 4, Chapter 5, Division 7 of Title 1 (commencing with Section 6584) of the California Government Code (the "Bond Law"). It is the intent of this Agreement that none of the decisions regarding field service boundaries or levels of service for animal control for each of the Cities shall be affected by the creation of this JPA, or by membership in this JPA.

The purpose of this Agreement shall be accomplished and the common powers of the parties hereto exercised in the manner hereinafter set forth.

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SECTION 2. CREATION OF AUTHORITY

Pursuant to the Act and the Bond Law, there is hereby created a public entity to be known as the Southwest Communities Financing Authority ("SCFA"). SCFA shall be a public entity, separate and apart from the parties hereto, and as provided by law and not otherwise prohibited by this Agreement, shall be empowered to take such actions as may be necessary or desirable to implement and carry out the purpose of this Agreement.

SECTION 3. TERM

This Agreement shall become as of the Effective Date (defined above) and shall continue in full force and effect until terminated as provided in **Section 4** below.

SECTION 4. TERMINATION AND AMENDMENTS

- a. The Parties hereto may amend this Agreement by mutual written consent.
- b. The Parties hereto may terminate their participation in the Joint Powers Authority and this Agreement as provided herein.
- c. If SCFA has incurred no obligations, each Party may terminate this Agreement by giving not less than sixty (60) days written notice thereof to the all other parties.
- d. If SCFA has acquired any indebtedness, fiscal obligation, and/or any property, each Party hereto may terminate this Agreement by giving twelve (12) months written notice thereof to all other Parties subject to the provisions of **Sections 4(e) and 4(f)** herein.
- e. This Agreement cannot be terminated until all forms of indebtedness, and/or fiscal obligation incurred by SCFA have been paid, or adequate provision for such payment shall have been made.
- f. In the event the Agreement is terminated, any property acquired by SCFA from the Effective Date of this Agreement, including but not limited to money, shall be divided and distributed between the Parties in proportion to the contributions made, including contributions made as provided in **Section 10** below, unless otherwise required by law.

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SECTION 5. POWERS AND DUTIES OF SCFA

SCFA shall have the powers common to the Parties to this Agreement to:

Exercise those powers enumerated in the Act and Bond Law as the same as now exists or as may hereinafter be amended;

Do all acts necessary or convenient to the exercise of the foregoing and to accomplish the purposes of this Agreement, including but not necessarily limited to the following:

to make and execute all contracts, agreements, and documents including, without limitation, agreements with any of the Parties to this Agreement, other local governments, agencies or departments, the State of California, the United States of America, or agencies thereof, or any entity, person or corporation of any kind or nature whatever;

to employ agents, servants and employees;

to acquire, hold and dispose of property, both real and personal;

to acquire, construct, maintain, manage, operate and lease buildings, works and improvements;

to accept gifts;

to sue and be sued in its own name;

to apply for and receive any available federal, State and/or local grants;

to employ legal counsel;

to employ consultants;

to adopt a budget;

to incur debts, liabilities and obligations;

to establish a treasury for the deposit and disbursement of funds and monies, according to the policies and procedures set forth in this Agreement;

to invest any money held in the treasury that is not required for immediate necessities of SCFA, as SCFA determines is advisable, in the same manner and upon the same conditions as local agencies pursuant to Section 52601 of the California Government Code; and

to issue bonds and other evidences of indebtedness for the construction of an animal shelter, and the consent of the Governing Board of each member to participate in this Joint Powers Authority shall be deemed consent for the issuance of bonds by SCFA, as required under California Government Code Sections 6500 et seq. and the Bond Law.

The listing of the above acts is not intended to indicate any priority of one act over another. Nor is such listing intended to be inclusive, and other acts may be done in the accomplishment of

the purposes of this Agreement as are authorized. One or several acts may take place concurrently or in sequence.

SECTION 6. CREATION OF THE BOARD OF DIRECTORS

a. Governance of SCFA by the Board of Directors. In order to effectuate the purposes of this Agreement as set forth herein, SCFA shall be governed by a Board of Directors (hereinafter called the "Board"), and all of the powers of SCFA shall be exercised by the Board.

b. Membership. The Board shall be composed of the following members from the Parties:

One (1) member of the Board of Supervisors of Riverside County;

One (1) member of the City Council of the City of Canyon Lake;

One (1) member of the City Council of the City of Lake Elsinore;

One (1) member of the City Council of the City of Murrieta;

One (1) member of the City Council of the City of Temecula;

One (1) member of the City Council of the City of Wildomar;

One (1) member of the City Council of the City of Menifee.

c. Designation of Members. Members shall serve on the Board during the term for which they are a member of the Board of Supervisors, or a member of the City Council from which they are appointed. A member's position on the Board shall automatically terminate if the term of the elected public office of such member is terminated.

d. Reimbursement. The Board may provide for reimbursement of reasonable expenses incurred in connection with a member's service on the Board.

e. Quorum and Transaction of Business. Four (4) members of the Board shall constitute a quorum.

A vote of four (4) of the members present shall be required to take action, except for adjournment of a meeting which shall require only a majority of those present. No proxy or absentee voting shall be permitted.

f. Meetings. The Board shall establish the time and place for its regular and special meetings. The dates, hour and location of regular meetings shall be fixed by formal action of the Board. The Board shall hold at least one (1) regular meeting every calendar year. Special meetings and adjourned meetings may be held as required or permitted by applicable law.

g. Ralph M. Brown Act. All meetings of the Board, including, without limitation, regular, special and adjourned meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the California Government Code).

h. Rules. The Board may adopt, from time to time, such rules and regulations for the conduct of its meetings and activities as it may deem necessary. In the absence of specific rules for SCFA meetings, the rules of the Board of Supervisors shall be applicable for the conduct of meetings of SCFA.

SECTION 7. FISCAL OBLIGATIONS OF THE PARTIES

It is the intent of the Parties as members of SCFA that the following fiscal obligations shall be agreed upon for all Parties to this Agreement:

a. Debt repayment of any bonds issued by SCFA shall be paid by each Party based on the percentage of animals housed at the facility, on an annual basis.

b. Administration costs of the SCFA shall be borne equally between each Party and may include, but not be limited to, stipends, legal fees, audit, costs, administrative fee, mileage reimbursement.

c. Operation of animal shelter shall be paid by each Party based on the percentage of animals housed at the facility, on an annual basis.

d. Determination of the percentages for sub-sections (a) and (c) shall be made on an annual basis in January based on the usage information received for the preceding calendar year. The

percentages shall be designated for calculation starting July 1st of that same calendar year. No Party shall divert any animals within its custody, care or control, including those held on behalf of a Party under contracted services with an animal control or humane society provider, that are located within the SCFA's geographic boundaries (as reflected in attached Attachment A) from being housed at SCFA's animal shelter facility contemplated under this Agreement unless said facility lacks the capacity to accept the animal(s) in question or where the SCFA has granted express written consent for the animal(s) in question to be diverted to another animal shelter facility.

e. Annexations of any area by any Party shall result in that Party assuming fiscal responsibility for the area annexed. The additional annexation shall result in a re-calculation of percentages of (a) and (c).

f. Incorporation of any geographic area served by SCFA, and in the event of the new city not joining as a member in SCFA, COUNTY shall reserve the ability to contract directly with the new city for animal services.

g. Any Party withdrawing from SCFA agrees to payment of the current percentage of the following:

After the issuance of bonds, the Party agrees to payment of the party's current percentage of the amount of the outstanding bonds.

Any unpaid portion of the administrative costs of SCFA, calculated up to the effective date of termination of participation in SCFA of the Party.

Any unpaid portion of the operation costs of the animal shelter, calculated up to the effective date of termination of participation in SCFA of the Party.

h. Member Cities and County shall pay invoices in advance of each quarter to the County Executive Office for subsequent payment to AFV.

SECTION 8. OFFICERS AND EMPLOYEES

Chairperson and Vice Chairperson. The Board may select a chairperson and a vice chairperson from among its members at its first meeting, and annually thereafter. The term of the Chairperson and Vice Chairperson, when selected in this manner, shall be for two (2) years.

In the event that the Chairperson or Vice Chairperson so elected resigned from such office or ceases to be a member of the Board, the resulting vacancy shall be filled at the next regular meeting of the Board. In the absence or inability of the Chairperson to act, the Vice Chairperson shall act as Chairperson through the end of term. The Chairperson, or in the Chairperson's absence, the Vice Chairperson, shall preside at and conduct all meetings of the Board.

Treasurer. The Treasurer of the County of Riverside shall be and shall act as the Treasurer of SCFA. The Treasurer shall have the custody of SCFA's money and disburse SCFA funds pursuant to the accounting procedures of the County of Riverside. The Treasurer shall assume the duties described in Section 6505.5 of the California Government Code, namely: receive and receipt for all money of SCFA (with the exception of any bond proceeds which shall be deposited with the Trustee bank) and place it in the Treasury of the Treasurer to the credit of SCFA; be responsible upon an official bond as prescribed by the Board for the safekeeping and disbursement of all Agency money so held; pay, when due, out of money of SCFA so held, all sums payable, only upon warrants of the officer performing the functions of the Controller who has been designated by SCFA or the Board; verify and report in writing in conjunction with the annual audit of SCFA and to the Parties to this Agreement the amount of money held for SCFA, the amount of receipts since the last report, and the amount paid out since the last report; and perform such other duties as are set forth in this Agreement or specified by the Board.

Any and all funds of the SCFA shall not be commingled with any other funds held by the Treasurer.

Controller. The Auditor/Controller of the County of Riverside shall be the Controller of SCFA. The Controller shall draw warrants to pay demands against SCFA when such demands have been approved by the Board or by any other person authorized to so approve such by this Agreement or by resolution of the Board. The Controller shall perform such duties as are set forth in this Agreement and such other duties as are specified by the Board.

There shall be strict accountability of all funds and reporting of all receipts and disbursements. The Controller shall establish and maintain such procedures, funds and accounts as may be required by sound accounting practices. The books and records of SCFA in the hands of the Controller shall be open to inspection at all reasonable times by representatives of the parties to this Agreement.

Program Administrator. The Executive Officer for the County of Riverside, or designee, shall be the Program Administrator for SCFA. The Program Administrator, or designee, shall direct the day-to-day operation of SCFA. The Program Administrator shall serve subject to the Board's

policies, rules, regulations and instructions, and shall have the powers described in this Agreement and those delegated and assigned by the Board, including, without limitation:

to appoint, remove and transfer employees of SCFA, including management level officers, subject to the conditions of employment of these individuals as employees of SCFA, except for the Treasurer, Controller and Attorney of SCFA and such others as the Board may designate;

to enforce all orders, rules and regulations adopted by the Board relating to the regulation, operation, or control of funds, facilities, properties and apparatus of SCFA;

to authorize expenditures whenever the Board shall have approved and authorized any work, improvement or task and shall have budgeted or appropriated the necessary money therefore; and

to have custody of and accountability for all property of SCFA except money. The Program Administrator, with the approval of the Board, shall contract with an independent certified public accountant or firm or certified public accountants to make an annual audit of the accounts and records of SCFA, and a complete written report of such audit shall be filed as public records annually, within six (6) months of the end of the fiscal year under examination, with each of the Parties to this Agreement. Such annual audit and written report shall comply with the requirements of Section 6505 of the California Government Code. The cost of the annual audit, including contracts with, or employment of such independent certified public accountants in making an audit pursuant to this Agreement shall be a charge against funds of SCFA available for such purpose. The Board, by unanimous vote, may replace the annual audit with a special audit covering a two-year period.

Assistant Program Administrator. The Board may appoint an Assistant Program Administrator, who shall be a person employed by any member agency of SCFA other than the County of Riverside, who is assigned to such duties for SCFA. The Assistant Program Administrator shall, with the consent of the Program Administrator, assist the Program Administrator in carrying out the direction of the day-to-day operation of SCFA. The Assistant Program Administrator shall serve subject to the Board's policies, rules, regulations and instructions, and shall have the powers described in this Agreement pertaining to the position of Program Administrator and those delegated and assigned by the Board.

Consultants. Subject to the availability of funds, the Board may employ such consultants, advisors and independent contractors as are deemed necessary and desirable in implementing and carrying out the purposes of this Agreement.

Attorney for SCFA. The offices of the Riverside County Counsel, or counsel as retained directly

by SCFA shall be the attorneys for SCFA. The Board may employ by contract or otherwise, specialty counsel.

SECTION 9. EXECUTIVE MANAGEMENT COMMITTEE

There shall be an Executive Management Committee established consisting of the County Executive Officer, or designee of COUNTY, and City Managers, or designees of CANYON LAKE, LAKE ELSINORE, MURRIETA, TEMECULA, WILDOMAR, MENIFEE, and any other member city who may join SCFA. The Executive Management Committee shall meet as necessary to review the operations and business of SCFA.

SECTION 10. REIMBURSEMENT

Officers and employees of the Parties (excepting members of the Board) designated in this Agreement to provide services for SCFA shall be reimbursed by SCFA for their actual costs of providing such services. In addition, additional services provided by officers and employees of the parties pursuant to contracts with SCFA shall be reimbursed as provided by the contracts. All reimbursements by SCFA shall be made after receiving an itemized billing for services rendered.

SECTION 11. FISCAL YEAR

The fiscal year of SCFA shall be the period commencing July 1 of each year and ending on and including the following June 30.

SECTION 12. CONTRIBUTIONS BY THE PARTIES

The Parties to this Agreement may provide contributions in the form of public funds and/or in-kind services, equipment, furnishings, office space and other kinds of property which may be reasonably necessary for SCFA to accomplish the purposes of this Agreement.

SECTION 13. EMPLOYEES OF SCFA

Riverside County Employees. There shall be no individuals directly employed by SCFA. "Employees" for the purposes of indemnification and defense provisions herein shall mean all persons employed by Riverside County, or any Party, and assigned to duties for SCFA.

Indemnification and Defense of Employees. With respect to any civil claim or action against any Director, Officer, Employee, Board Member, Committee Member, or a person who formerly

occupied such position, for an injury arising out of an act or omission occurring within the scope of such person's duties, SCFA shall indemnify, hold harmless and defend such person to the full extent permitted or required under applicable sections of the California Government Code.

Nothing herein shall be construed to require SCFA to indemnify and hold harmless any Director, Officer, Employee, Board Member, Committee Member, or a person who formerly occupied such position, if SCFA has elected to conduct the defense of such person(s) pursuant to an agreement reserving SCFA's rights not to pay a judgment, compromise or settlement until it is established that the injury arose out of an act or omission occurring within the scope of his or her duties with SCFA.

Nothing herein shall be construed to require the SCFA indemnify, or to provide a defense for any Director, Officer, Employee, Board Member, Committee Member, or a person who formerly occupied such position where the individual has acted in an illegal, willful or intentionally negligent manner giving rise to the claim, or litigation.

The following definitions shall apply to SCFA:

"Directors" shall include the following: Members of the Governing Board of Directors of SCFA, Program Administrator, and the Assistant Program Administrator.

"Officers" shall include all individuals who are defined in "Directors" herein, the Treasurer, Controller, and Attorney(s) for SCFA as defined herein.

"Employees" shall mean all persons employed by Riverside County, or any other member agency, and assigned to duties for SCFA.

"Committee Members" shall mean all persons appointed by the Governing Board to any advisory committee or committees of SCFA, all persons appointed by the Program Administrator to any advisory committee or committees of SCFA.

SECTION 14. LIABILITIES

SCFA shall account separately for all funds collected or disbursed for each Party to this Agreement. It is the intent of the Parties, to the extent permitted by law, that the liabilities of each Party for the animal shelter services provided to that Party's members shall not become a liability of any other Party to this Agreement.

The debts, liabilities and obligations of SCFA shall be the debts, liabilities and obligations of SCFA alone, and not of the Parties to this Agreement.

SCFA shall indemnify, defend and hold harmless each Party to this Agreement from and against any and all liabilities, debts, claims, demands or costs (including but not limited to

attorney's fees) arising, or alleged to arise as a result of SCFA's operation or failure to operate.

SECTION 15. NOTICES

Notices required or permitted hereunder shall be sufficiently given if made in writing and delivered either personally or upon deposit into the U.S. Mail, first class, postage prepaid to:

RIVERSIDE COUNTY

Executive Office

County Administrative Center, 4080 Lemon Street, 4th Floor Riverside, CA 92501

Attn: Deputy County Executive Officer - Finance

CITY OF CANYON LAKE

31516 Railroad Canyon Road, Canyon Lake, CA 92587

Attn: City Manager

CITY OF LAKE ELSINORE

130 South Main Street, Lake Elsinore, CA 92530

Attn: City Manager

CITY OF MURRIETA

24601 Jefferson Avenue, Murrieta, CA 92562

Attn: City Manager

CITY OF TEMECULA

41000 Main Street, Temecula, CA 92590

Attn: City Manager

CITY OF WILDOMAR

23873 Clinton Keith Road, Suite 201

Wildomar, CA 92595

Attn: City Manager

CITY OF MENIFEE

29844 Haun Road

Menifee, CA 92586

Attn: City Manager

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SECTION 16. OTHER AGREEMENTS NOT PROHIBITED

Other agreements by and between the Parties to this Agreement or any other entity are neither prohibited nor modified in any manner by execution of this Agreement.

SECTION 17. SEVERABILITY

If any section, clause or phrase of this Agreement or the application thereof to any Party or any other person or circumstance is for any reason held to be invalid by a court of competent jurisdiction, it shall be deemed severable and the remainder of this Agreement or the application of such provision to the other Party or other persons or circumstances shall not be affected thereby.

SECTION 18. NONASSIGNABILITY

The rights, titles and interests of any Party to this Agreement shall not be assignable or transferable without the written consent of the Board of Supervisors for Riverside County and the City Councils of any of the other Parties to this Agreement.

SECTION 19. MISCELLANEOUS

Section Headings. The section headings herein are for convenience of the Parties only, and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions or language of this Agreement.

Laws of California. This Agreement is made in the State of California, under the Constitution and laws of such State, and shall be construed and enforced in accordance with the laws of the State of California.

Construction of Language. It is the intention of the Parties hereto that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

Cooperation. The Parties to this Agreement recognize the necessity and hereby agree to cooperate with each other in carrying out the purposes of this Agreement including cooperation in manners relating to the public, accounting, litigation, public relations and the like.

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

Publication Rights. Each Party to this Agreement shall have the right to duplicate, at its own expense, any and all documents and reports created or acquired, in the joint exercise of powers hereunder by the Board or by any other Party hereto pursuant to this Agreement.

Government Code Section 6509 Designation. The laws of the State of California applicable to the COUNTY, as a general law county, shall govern the SCFA in the manner of exercising its powers, subject, however, to such restrictions as are applicable to said county in the manner of exercising such powers, as required by California Government Code Section 6509.

[Signature Pages to Follow]

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

COUNTY OF RIVERSIDE,
a political subdivision of the
State of California

By: _____
V. Manuel Perez, Chair
Board of Supervisors

ATTEST:
Kimberly Rector
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: _____
Amrit P. Dhillon
Deputy County Counsel

CITY OF CANYON LAKE

By:_____

Date:_____

Mayor

ATTEST:

By:_____

Date:_____

City Clerk

Approved as to form:

By:_____

City Attorney

CITY OF LAKE ELSINORE

By:_____

Date:_____

Mayor

ATTEST:

By:_____

Date:_____

Deputy

[Seal]

Approved as to form:

By:_____

City Attorney

CITY OF TEMECULA

By: _____

Mayor

Date: _____

ATTEST:

By: _____

City Clerk

Date: _____

Approved as to form:

By: _____

City Attorney

CITY OF MURRIETA

By:_____

Mayor

Date:_____

ATTEST:

By:_____

City Clerk

Date:_____

[Seal]

Approved as to form:

By:_____

City Attorney

CITY OF WILDOMAR

By: _____

Mayor

Date: _____

ATTEST:

By: _____

Deputy

Date: _____

[Seal]

Approved as to form:

By: _____

City Attorney

CITY OF MENIFEE

By: _____
Mayor

Date: _____

ATTEST:

By: _____

Date: _____

Deputy

[Seal]

Approved as to form:

By: _____

City Attorney

ATTACHMENT A
MAP OF SCFA SERVICE AREA
(BEHIND THIS PAGE)

