

**JOINT POWERS AGREEMENT FOR CREATION AND
OPERATION OF VENTURA COUNTY REGIONAL
ENERGY ALLIANCE**

Pursuant to authority granted in the Joint Exercise of Powers Act (Gov. Code, § 6500 et seq., “the Act”), the County of Ventura, the City of Oxnard, the City of Simi Valley, the City of Thousand Oaks, and the City of San Buenaventura (collectively “the Members”), all of which are public agencies within the meaning of the Act, hereby agree to form a joint powers agency named the Ventura County Regional Energy Alliance as set forth below.

RECITALS

A. The California Public Utilities Commission (“CPUC”) and the Local Government Commission (“LGC”) have undertaken a pilot project to encourage the formation of regional organizations to promote energy efficiency, conservation and increased local self-reliance. The CPUC has made funds available to the LGC to help local governments establish and operate such an organization on a pilot basis in Ventura County, and the LGC has provided expert advice to the Members to assist in the formation of such an organization.

B. The Members desire to establish Ventura County, its communities, and neighboring regions as leaders in developing and implementing durable, sustainable energy initiatives that support sensible growth, a healthy environment and economy, an enhanced quality of life, and greater self-reliance for the region, by reducing energy demand, increasing energy efficiency, and advancing the use of clean, efficient and renewable local resources.

C. The Members desire to form a joint powers agency to receive and administer CPUC funds now available for regional energy efficiency activities, and to develop the capability to sustain and expand such activities over time to accomplish the mission stated above. The Members therefore agree as follows.

AGREEMENT

1. **Formation of Ventura County Regional Energy Alliance.** Pursuant to the Act, the Members hereby create a separate joint powers agency which is named the Ventura County Regional Energy Alliance (“VCREA”).

2. **Parties to this Agreement.** Each Member intends to, and does, contract with every other Member which is a signatory to this Agreement and, in addition, with every public agency that becomes a Member under Section 5. The withdrawal of any Member from this Agreement does not affect its validity or enforceability as to the remaining Members, nor any remaining Member's intent to contract with any of the others.

3. **Separate Legal Entity.** VCREA is a separate legal entity within the meaning of section 6507 of the Government Code.

4. **Purpose.** VCREA is formed for the purpose of establishing Ventura County, its communities, and neighboring regions as leaders in developing and implementing durable, sustainable energy initiatives that support sensible growth, a healthy environment and economy, an enhanced quality of life, and greater self-reliance for the region, by reducing energy demand, increasing energy efficiency, and advancing the use of clean, efficient and renewable local resources. To further that purpose, VCREA will work to accomplish the following goals:

(a) To lead and coordinate regional integrated energy resource planning efforts which ensure secure, sustainable, cleaner and affordable energy resources.

(b) To develop a long-term sustainable energy strategy and implementation plan.

(c) To develop regional capabilities to respond to energy emergencies and short-term disruptions in energy supply, infrastructure, or markets that could adversely affect Ventura residents and businesses.

(d) To increase awareness of available energy conservation, energy efficiency, and renewable energy opportunities, and enhance access to those opportunities.

(e) To add value to, but not duplicate, energy services offered by the public utilities and other providers serving the region.

(f) To keep key decision makers and stakeholders informed of policy, regulatory, and market changes that are likely to impact the region.

(g) To empower Ventura County to become a leader in the research, development, demonstration, innovation, and commercialization of sustainable energy technologies.

5. **Membership.** Any public agency, as defined in Government Code section 6500, which is located wholly or partly within the boundaries of Ventura County is eligible for membership in VCREA. Any other public agency located wholly or partly within the boundaries of one or more of the counties of Santa Barbara, Kern or San Luis Obispo may become eligible for membership upon a two-thirds (2/3) vote of the full Board. To become a Member, the governing body of an eligible public agency must duly adopt a resolution approving membership and agreeing to all of the terms of this joint powers agreement. After such action by the governing body and upon execution of this Agreement by an authorized officer of the public agency, that agency shall become a Member.

6. **Powers.** VCREA is authorized, in its own name, to do all acts necessary to fulfill the purposes of this Agreement including, without limitation, each of the following:

- (a) Make and enter into contracts;
- (b) Incur debts, liabilities and obligations; provided that no debt, liability or obligation of VCREA is a debt, liability or obligation of any Member except as separately agreed to by a Member;
- (c) Acquire, hold, construct, manage, maintain, sell or otherwise dispose of real and personal property by appropriate means, excepting only eminent domain;
- (d) Receive grants, contributions and donations of property, funds, services and other forms of assistance from any public or private source;
- (e) Sue and be sued in its own name;
- (f) Employ agents and employees;
- (g) Lease real or personal property as lessee and as lessor;
- (h) Receive, collect, invest and disburse moneys;
- (i) Issue revenue bonds or other forms of indebtedness, as provided by law;

- (j) Carry out other duties as required to accomplish other responsibilities as set forth in this Agreement;
- (k) Assign, delegate or contract with a Member or third party to administer or execute this Agreement, or to perform any of the functions of the Board permitted by law; and
- (l) Exercise all other powers necessary and proper to carry out the provisions of this Agreement

These powers will be exercised in the manner provided by applicable law and as expressly set forth in this Agreement.

7. **Creation of Board of Directors.** There is hereby created a Board of Directors (“Board”) which shall conduct the affairs of VCREA and serve as its governing body. Each Member shall designate one person as a member of the Board (“Director”) and one person as an alternate member of the Board (“Alternate Director”). The Alternate Director may serve and vote in place of the appointing Member’s Director who is absent or who disqualifies him/herself from participating in a meeting of the Board. Directors and Alternates shall serve at the pleasure of the appointing Member. They shall not be compensated for their service, but may be reimbursed for expenses reasonably incurred in the performance of their Board functions.

8. **Bylaws.** The Board shall adopt Bylaws to govern its meetings and operations, and may include in the Bylaws or separately adopt a statement of operating policies.

9. **Appointment of Administering Entity.** Pursuant to Government Code section 6506, the Board may appoint an agency or entity, including one or more Members, a commission or board constituted pursuant to this Agreement, or a person, firm or corporation, including a nonprofit corporation, to be designated, to administer or execute this Agreement.

10. **Election of Board Officers.**

(a) The Board shall elect a Chair and a Vice-Chair. The Chair shall be the chairperson of the Board and shall conduct all meetings of the Board and perform such other duties and functions as required of such person by this Agreement, the Bylaws or the Board. The Vice-Chair shall serve as Chair in the absence of the Chair and shall perform such duties as may be required by this Agreement, by the Chair, the Board and the Bylaws. The term of office for the Chair and Vice-Chair shall be one year. The

commencement date for terms of office shall be January 1. The initial Chair and Vice-Chair shall be entitled to serve one full term of office in addition to any partial initial term.

(b) The Vice-Chair holding office at the last regular meeting of the Board for the calendar year shall be deemed elected to the position of Chair for the succeeding calendar year. The Vice-Chair for the succeeding calendar year shall be elected at the last regular meeting of the Board for the calendar year. Only members of the Board are eligible to hold the positions of Chair and Vice-Chair. The Board, by majority vote, may change the date for the election of the Vice-Chair and any such change shall only be applicable to the election specified by the Governing Body.

(c) If a vacancy occurs in the position of Chair or Vice-Chair, the Board shall forthwith conduct an election and fill the vacancy for the duration of the unexpired term.

11. **Meetings of the Board.** The Board shall establish in its Bylaws the dates, times and places of its regular meetings which shall be held not less than four times during each calendar year during the term of this Agreement. The Board's meetings shall be conducted in accordance with the Ralph M. Brown Act (Gov. Code, § 54950 et seq.).

12. **Committees.** The Board shall provide in its Bylaws for appointment of an Advisory Committee composed of public and private stakeholders, including without limitation stakeholders represented on the POWER Task Force created by the Ventura County Economic Development Association and the Economic Development Collaborative–Ventura County. The Board may also appoint an executive committee and such other committees as it deems appropriate.

13. **Designation of Treasurer and Auditor.** The Board shall designate a qualified person to serve as Treasurer and a qualified person to serve as Auditor of VCREA. If the Board so designates, a qualified person may hold both the office of Treasurer and the office of Auditor. The compensation, if any, of a person or persons holding the offices of Treasurer and/or Auditor shall be as set by the Board.

14. **Duties of Treasurer and Auditor.** The person holding the position of Treasurer shall have charge of the depositing and custody of all funds held by VCREA. The Treasurer shall perform such other duties as may be imposed by applicable law, including those duties described in section 6505.5 of the Government Code, and such duties as may be required by the Board. VCREA's Auditor shall perform such functions as may be required by law, this Agreement, the Bylaws and the Board.

15. **Designation of Other Officers and Employees.** The Board may employ such other officers, employees or independent contractors as appropriate and necessary to conduct the affairs of VCREA.

16. **Budget/No Assessments.** VCREA shall operate on a fiscal year commencing July 1 of each year. The Board shall adopt an annual balanced budget before June 30 of each year for the following fiscal year. The primary sources of funding for VCREA will be state and federal grants, private energy funds and other leveraged monies to match and maximize revenues. VCREA Members shall not be subject to assessments, but may, at the sole option of each Member and on mutually agreeable terms, contribute resources to provide grant matching funds or otherwise advance VCREA's purposes. A two-thirds (2/3) vote of the full Board shall be required to approve the annual budget and any issuance of bonds, contracts or other indebtedness constituting an obligation of more than one year.

17. **Limitation on Liability of Members for Debts and Obligations of VCREA.** Pursuant to Government Code section 6508.1, the debts, liabilities, and obligations of VCREA do not constitute debts, liabilities, or obligations of any party to this Agreement. A Member may separately contract for or assume responsibility for specific debts, liabilities, or obligations of VCREA.

18. **Withdrawal.** A Member may withdraw upon 30 days written notice to VCREA and all other Members, provided that:

(a) the Member's governing body has considered the question of withdrawal at a duly noticed meeting, has given actual notice of that meeting to VCREA and each of its Members at least 5 days in advance of the meeting, and has approved withdrawal by at least a majority of all of its members;

(b) the Member's withdrawal will not adversely affect the financial standing of VCREA or its remaining Members, nor obligate any remaining Member to incur any expense greater than that to which it is already obligated; and

(c) the Board concurs by at least a two-thirds (2/3) vote of all of its Members that the foregoing conditions have been met, at which point the Member may withdraw.

19. **Expulsion/Suspension.** VCREA may expel or suspend a Member by a two-thirds (2/3) vote of the Board for a breach of this Agreement or the Bylaws if determined by the Board to be a material breach. The procedures for hearing and notice of expulsion of a Member will be provided in the Bylaws.

20. **Termination and Distribution.**

(a) This Agreement continues until terminated. However, it cannot be terminated until such time as all principal of and interest on any bonds and other forms of indebtedness that may be issued by VCREA are paid in full. Thereafter, this Agreement may be terminated by the written consent of a majority of the Members; provided, however, that this Agreement and VCREA continue to exist after termination for the purpose of disposing of all claims, distribution or assets and all other functions necessary to conclude the obligations and affairs of VCREA.

(b) After completion of VCREA's purposes, any surplus money on deposit in any fund or account of VCREA will be returned as required by law. The Board is vested with all powers of VCREA for the purpose of concluding and dissolving its business affairs.

21. **Notices.** Notice to each Member under this Agreement is sufficient if mailed to the executive officer or city manager of the Member agency and separately to the Member's Director to their respective addresses on file with VCREA.

22. **Prohibition Against Assignment.** No Member may assign a right, claim, or interest it may have under this Agreement. No creditor, assignee or third party beneficiary of a Member has a right, claim or title to any part, share, interest, fund or asset of VCREA. However, nothing prevents VCREA from assigning any interest or right it may have under this Agreement to a third party.

23. **Amendments.** This Agreement may be amended only by an affirmative vote of the governing bodies of three-fourths (3/4) of the Members.

24. **Severability.** If a portion, term, condition or provision of this Agreement is determined by a court to be illegal or in conflict with a law of the State of California, or is otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions and provisions is not affected.

25. **Liability of VCREA.** Subject to limitations contained in any trust agreement or other documents pursuant to which financing of VCREA is implemented, funds of VCREA may be used to defend, indemnify, and hold harmless VCREA, any Member, any Director or alternate, and any employee or officer of VCREA for their actions taken within the scope of their duties while acting on behalf of VCREA.

26. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of California.

27. **Counterparts.** This Agreement may be executed in several counterparts, each of which is an original and all of which constitutes but one and the same instrument.

28. **Effective Date.** This Agreement becomes effective and VCREA exists as a separate public entity when two public agencies described in the first sentence of section 5, above, have adopted a resolution approving this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year written below.

Dated: June 10, 2003

COUNTY OF VENTURA

By: Judy Mikels
JUDY MIKELS, Chair
Board of Supervisors



ATTEST: JOHN F. JOHNSTON,
Clerk of the Board of Supervisors,
County of Ventura, State of California.

By: Genie Cornett
Deputy Clerk of the Board

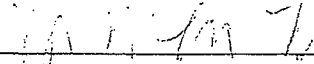
APPROVED AS TO LEGAL FORM

By: _____
Legal Counsel

[Signatures continued next page.]

CITY OF OXNARD

Dated: June 10, 2003

By: 
DR. MANUEL M. LOPEZ, Mayor

ATTEST:

 6/10/03
DANIEL MARTINEZ, City Clerk

APPROVED AS TO LEGAL FORM

By:  6-2-03
GARY GILLIG, City Attorney

CITY OF SIMI VALLEY

Dated: _____

By: _____

ATTEST:

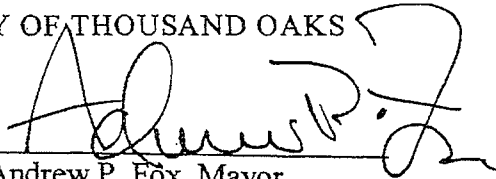
APPROVED AS TO LEGAL FORM

By: _____
Legal Counsel


[Signatures continued next page.]

CITY OF THOUSAND OAKS

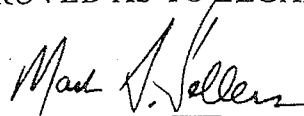
Dated: July 1, 2003

By: 
Andrew P. Fox, Mayor

ATTEST:

By: 
for Nancy A. Dillon, City Clerk

APPROVED AS TO LEGAL FORM

By: 
Mark G. Sellers, City Attorney

CITY OF SAN BUENAVENTURA

Dated: _____

By: _____

ATTEST:

APPROVED AS TO LEGAL FORM

By: _____
Legal Counsel

CITY OF THOUSAND OAKS

Dated: _____

By: _____

ATTEST: **

APPROVED AS TO LEGAL FORM

By: _____
Legal Counsel

CITY OF SAN BUENAVENTURA

Dated: 6/02/03

By: Donna Landeros
Donna Landeros, City Manager
6/5/03

ATTEST:

By: Barbara J. [Signature]
City Clerk

APPROVED AS TO LEGAL FORM

By: [Signature]
Legal Counsel

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**VENTURA COUNTY COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES**

**Resolution to Participate in the Joint Powers Agreement
For Creation and Operation of Ventura County Regional Alliance**

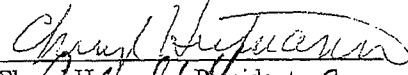
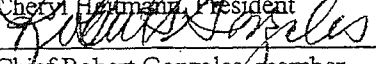
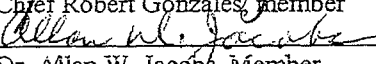
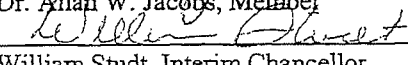
WHEREAS, the Ventura County Community College District Board of Trustees hereby approves the Joint Powers Agreement for Creation and Operation of Ventura County Regional Energy Alliance, and

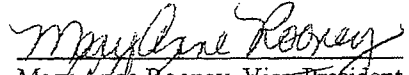
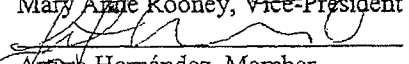
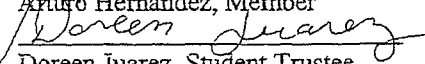
WHEREAS, the District agrees to contract with the County of Ventura and those cities and special districts which elect to become members for the operation of the joint powers agency in accordance with all the terms of the agreement, and

WHEREAS, the chair of the Board is authorized and instructed to executive the agreement on behalf of the Ventura County Community Colleges District; and

NOW THEREFORE BE IT RESOLVED that the Governing Board of the Ventura County Community College District authorizes a member of the Board of Trustees to serve as the District's member of the Board of Directors of the Ventura County Regional Alliance, and the Chancellor is appointed to serve as the District's alternate member.

Passed and adopted on August 10, 2004, by the Governing Board of the Ventura County Community College District, in Ventura County.


Cheryl Hartmann, President

Chief Robert Gonzales, member

Dr. Allan W. Jacobs, Member

William Studt, Interim Chancellor


Mary Arde Rooney, Vice-President

Arturo Hernández, Member

Doreen Juarez, Student Trustee

RESOLUTION NO. 6126**A RESOLUTION ADOPTED BY THE SANTA PAULA CITY COUNCIL
TO JOIN THE VENTURA COUNTY REGIONAL ENERGY ALLIANCE.**

The City Council of the city of Santa Paula does resolve as follows:

SECTION 1: The City Council finds and declares as follows:

- A. California faces unprecedented energy challenges and severe electricity supply shortages;
- B. Legislative and regulatory alternatives are being proposed, analyzed, and discussed daily at the state level;
- C. Local governments can best serve their communities by being informed and involved with legislative and regulatory decisions that will affect the local area, and by collectively exploring local resources, alternatives, potential solutions and opportunities;
- D. Local governments can develop and implement area wide programs for conservation, energy efficiency, low income assistance and aggregation, and can qualify for state and federal energy funding programs
- E. It is in the public interest for the City to become a member of the Ventura County Regional Energy Alliance ("VCREA") in order to explore options available to Ventura County public entities to minimize the impact of the energy crisis on our communities and to recommend appropriate positions, policies, communication or actions related to the energy crisis

SECTION 2: The City of Santa Paula approves the Joint Powers Agreement ("JPA") for VCREA. The Mayor is authorized to execute the JPA on the City's behalf.

SECTION 3: The City of Santa Paula joins VCREA as a member and agrees to contract with Ventura County, and other member agencies, for operating VCREA in accordance with the JPA.

SECTION 4: The City Council will appoint a delegate and an alternate to the VCREA by minute action for the purpose of representing the City's interests within the VCREA. The delegate and alternate will keep the City Council informed of such matters on a timely basis.

OCT 14 2004 10:31 VENTURA BD OF SUP

SECTION 5: The Mayor, City Manager, City Clerk, and all other officers are authorized and directed to take all actions and do all things necessary or desirable with respect to the City's VCREA membership.

SECTION 6: This Resolution will become effective immediately upon adoption.

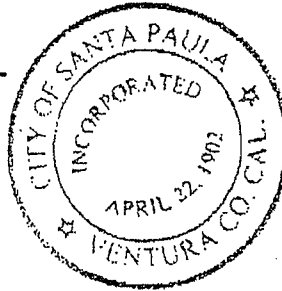
PASSED AND ADOPTED this 4th day of October 2004.

Dr. Gabino Aguirre

Dr. Gabino Aguirre, Mayor

ATTEST: *[Signature]*

Steven J. Salas, City Clerk



APPROVED AS TO FORM: *[Signature]*

Karl H. Berger, City Attorney

APPROVED AS TO CONTENT:
Wally Bobkiewicz

Wally Bobkiewicz, City Manager

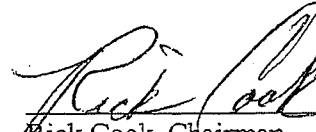
VRSD RESOLUTION NO. 05-01

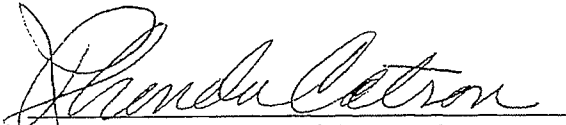
MEMBERSHIP IN THE VENTURA COUNTY
REGIONAL ENERGY ALLIANCE

WHEREAS, the Ventura Regional Sanitation District hereby approves the Joint Powers Agreement for Creation and Operation of Ventura County Regional Energy Alliance and agrees to contract with the County of Ventura and those cities and special districts which elect to become members, for the operation of the joint powers agency in accordance with all the terms of the agreement. The Chairman of the Board is authorized and instructed to execute the agreement on behalf of the Ventura Regional Sanitation District.

NOW, THEREFORE, BE IT RESOLVED and DETERMINED, that the Ventura Regional Sanitation District Board of Directors appoint a member and alternate to serve as the Ventura Regional Sanitation District's members of the Board of Directors of the Ventura County Regional Energy Alliance.

PASSED, APPROVED AND ADOPTED this 3rd day of February 2005.


Rick Cook, Chairman


Rhonda Catron, Clerk of the Board

VENTURA UNIFIED SCHOOL DISTRICT
RESOLUTION #06-20 APPROVING MEMBERSHIP IN THE
VENTURA COUNTY REGIONAL ENERGY ALLIANCE

WHEREAS, the Governing Board of the Ventura Unified School District is in agreement with the mission of the Ventura County Regional Energy Alliance that states:

To establish Ventura County, its communities and neighboring regions as the leader in developing and implementing durable, sustainable energy initiatives that support sensible growth, healthy environment and economy, enhanced quality of life and greater self-reliance for the region by, 1) reducing energy demand and increasing energy efficiency and 2) advancing the use of clean, efficient and renewable local resources.

WHEREAS, the Ventura Unified School District hereby approves the Joint Powers Agreement for Creation and Operation of Ventura County Regional Energy Alliance and agrees to contract with the County of Ventura and those cities and special districts which elect to become members, for the operation of the joint powers agency in accordance with all the terms of the agreement. The President of the Governing Board is authorized and instructed to execute the agreement on behalf of the Ventura Unified School District.

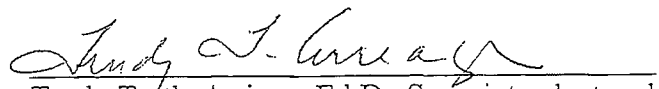
WHEREAS, Governing Board member Mary Haffner is hereby appointed to serve as the District's member of the Board of Directors of the Ventura County Regional Energy Alliance, and Debbie Golden is appointed to serve as the district's alternate member.

NOW, THEREFORE BE IT RESOLVED, the Governing Board of the Ventura Unified School District has elected to become a member of the Ventura County Regional Energy Alliance and approves the Joint Powers Agreement for the Creation and Operation of Ventura County Regional Energy Alliance and agrees to contract with its member agencies as required.

PASSED AND ADOPTED by the Governing Board of the Ventura Unified School District at its meeting held on this 14th day of November 2006, by the following vote:

AYES: 5
NAYS: 0
ABSTENTIONS: 0
ABSENT: 0

ATTEST:


Trudy Tuttle Arriaga, Ed.D., Superintendent and
Secretary of the Governing Board of Education

RESOLUTION NO. 2008-139

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAMARILLO APPROVING, AUTHORIZING AND DIRECTING EXECUTION OF A JOINT POWERS AGREEMENT RELATING TO THE VENTURA COUNTY REGIONAL ENERGY ALLIANCE

WHEREAS, the City of Camarillo (the "City"), has expressed an interest in participating in the Ventura County Regional Energy Alliance ("VCREA") in conjunction with the parties and subsequent parties to that certain Joint Powers Agreement ("JPA") relative to membership to the VCREA, dated July 14, 2003; and

WHEREAS, there is now before this City Council the form of the JPA; and

WHEREAS, the City proposes to participate in the VCREA and desires that certain projects located within the City be financed pursuant to the JPA and it is in the public interest and for the public benefit that the City do so; and

WHEREAS, the JPA encourages full participation by all interested public agencies and will ensure the success and strength of the JPA as it undertakes the business of regional energy management and advances the use of clean, efficient and renewable local resources; and

WHEREAS, the JPA has been filed with the City, and the members of the City Council of the City of Camarillo, with the assistance of its staff, have reviewed said document.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CAMARILLO DOES RESOLVE AND ORDER AS FOLLOWS:

SECTION 1. The JPA is hereby approved and the Mayor or the City Manager or designee thereof is hereby authorized and directed to execute said document, with such non-material changes, insertions and omissions as may be approved by said Mayor or City Manager, and the City Clerk or such Clerk's designee is hereby authorized and directed to affix the City's seal to said document and to attest thereto.


SECTION 2. The Mayor, the City Manager, the City Clerk and all other proper officers and officials of the City are hereby authorized and directed to execute such other agreements, documents and certificates, and to perform such other acts and deeds, as may be necessary or convenient to effect the purposes of this Resolution and the transactions herein authorized.

SECTION 3. The City Clerk of the City shall forward a certified copy of this Resolution and an originally executed JPA to:

Cheryl Collart, Executive Director
Ventura County Regional Energy Alliance
1000 South Hill Road, Suite 230
Ventura, CA 93003


SECTION 4. This Resolution shall take effect immediately upon its passage.

APPROVED AND ADOPTED 19th day of November 2008.



Mayor

ATTEST:



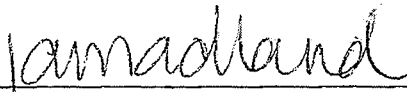
City Clerk

I, JEFFRIE MADLAND, hereby certify that the foregoing Resolution No. 2008-139 was adopted at a regular meeting of City Council on the 19th day of November 2008, by members of the City Council voting as follows:

AYES: Councilmembers: Kildee, McDonald, Morgan, Waunch, Mayor Craven

NOES: Councilmembers: None

ABSENT: Councilmembers: None



City Clerk

c: City Manager
Certified Copy to Cheryl Collart, Ventura County Regional Energy Alliance

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**CITY OF FILLMORE
COUNCIL RESOLUTION 09-3179**

**APPROVING JOINT POWERS AGREEMENT FOR CREATION AND
OPERATION OF VENTURA COUNTY REGIONAL ENERGY ALLIANCE**

WHEREAS, the City of Fillmore hereby approves the Joint Powers Agreement for Creation and Operation of Ventura County Regional Energy Alliance (Attached hereto as Exhibit A) and agrees to contract with the County of Ventura and those cities and special districts which elect to become members, for the operation of the joint powers agency in accordance with all the terms of the agreement; and

WHEREAS, the Mayor is authorized and instructed to execute the agreement on behalf of the City of Fillmore; and

NOW, THEREFORE, BE IT RESOLVED that the Mayor is hereby appointed to serve as the City of Fillmore's member of the Board of Directors of the Ventura County Regional Energy Alliance; and

BE IT FURTHER RESOLVED, that the Mayor Pro-tem is appointed to serve as the City of Fillmore's alternate.

PASSED AND ADOPTED this 10th day of March, 2009


PATTI WALKER, MAYOR

ATTEST:


CLAY WESTLING, CITY CLERK

I certify & declare under penalty of perjury that the foregoing is a true & correct copy of original documents on file in the City Clerk's Office.

Date: 4-21-09


Angela Munn
City Clerk, 2008-79A

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JUN 30 2017

Ventura LAFCo

CITY OF
VENTURA
CITY CLERK'S OFFICE
P.O. Box 99
501 Poli Street #204
Ventura, CA 93002

JPA
Res 2003-039

RESOLUTION NO. 2003-039

A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN BUENAVENTURA APPROVING THE JOINT POWERS AGREEMENT (JPA) FOR CREATION AND OPERATION OF VENTURA COUNTY REGIONAL ENERGY ALLIANCE

BE IT RESOLVED by the City Council of the City of San Buenaventura as follows:

SECTION 1: The City of San Buenaventura desires to proactively work with the Ventura County and other local cities and agencies to promote energy efficiency, conservation, alternative clean and affordable fuel sources, and increase local self-reliance for the region.

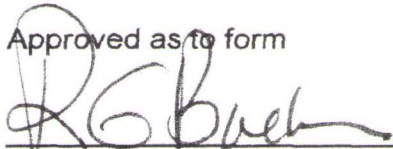
SECTION 2: The City of San Buenaventura has participated in the regional POWER Task Force, which is composed of over 30 local public and private agencies, and has recommended the formation of a regional community energy authority that would represent local regional energy interests.

SECTION 3: The City of San Buenaventura hereby approves the Joint Powers Agreement for Creation and Operation of Ventura County Regional Energy Alliance and agrees to contract with the County of Ventura, and those cities and special districts which elect to become members, for the operation of the joint powers agency in accordance with all the terms of the agreement.

SECTION 4: The City Council of the City of San Buenaventura hereby authorizes the City Manager to sign the Joint Powers Agreement.

PASSED AND ADOPTED this 2nd day of June, 2003.

Approved as to form



City Attorney



City Clerk

