

customer needs, community choice aggregation programs utilize the existing wires and equipment of incumbent investor-owned utilities. (In Humboldt County's case, this would be Pacific Gas and Electric Company (PG&E).) The community choice aggregation program purchases power, which is then delivered, metered and billed by PG&E. A joint powers authority can function as a community choice aggregator. Based on interest from member agencies the RCEA Board has approved revisions to the JPA which will allow RCEA to implement a CCA program.

The Amended and Restated JPA of the RCEA includes revisions as shown in Attachment 1. Briefly they are as follows:

1. Updates the Recitals, reformats the JPA, and regroups provisions into subject matter "Articles".
2. Acknowledges RCEA's authority as a community choice aggregator and provides the necessary powers to implement a CCA program.
3. Acknowledges that CCA program costs will be borne entirely by the CCA program revenue.
4. Establishes CCA program participant guidelines, including a CCA program partial weighted voting protocol. There is no change to the voting structure for other RCEA matters.

Upon approval of the Amended and Restated JPA any member agency will have the option to participate in the CCA program by adopting an ordinance indicating its election to participate. It is anticipated that once the amended JPA is approved, RCEA will prepare a template ordinance for member agencies to use to opt into the CCA program. The recommended action is to approve the Amended and Restated JPA of the RCEA and authorize the Chair to execute the amended JPA. In accordance with the initial JPA, the Amended and Restated JPA will become effective at the time two thirds (2/3) of the member agencies approve the Agreement.

FINANCIAL IMPACT:

The recommended actions have no significant financial impact.

This action supports your Board's Strategic Framework, Priorities for New Initiatives, by making a proactive decision to be an effective voice for the community in areas outside traditional mandates through engaging new partners and by partnering to promote quality services by building interjurisdictional and regional cooperation.

OTHER AGENCY INVOLVEMENT:

RCEA and member agencies: Humboldt Bay Municipal Water District and cities of Arcata, Blue Lake, Eureka, Ferndale, Fortuna, Rio Dell and Trinidad.

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board could choose not to execute the Amended and Restated JPA of the RCEA. This option is not recommended because RCEA cannot implement a CCA program without revisions to the JPA.

ATTACHMENTS:

Attachment 1 - Amended and Restated Joint Powers Agreement of the Redwood Coast Energy Authority with track changes

**AMENDED AND RESTATED
JOINT POWERS AGREEMENT OF THE
REDWOOD COAST ENERGY AUTHORITY
JOINT POWERS AGREEMENT**

This Amended and Restated Joint Powers Agreement of the Redwood Coast Energy Authority is made and entered into pursuant to the provisions of California Government Code Section 6500 et seq., and supersedes the original Joint Powers Agreement effective April 22, 2003. This Amended and Restated Joint Powers Agreement ("Agreement") is effective as of _____, 20__.

Pursuant to the Joint Exercise of Powers Act ("the Act")[†], the undersigned, all of which are public agencies within the meaning of the Act, agree to form a joint powers agency to be known as the Redwood Coast Energy Authority, as set forth below:

RECITALS

A. The Redwood Coast Energy Authority ("RCEA" or "Authority") was formed in 2003 by the County of Humboldt and the Cities of Arcata, Blue Lake, Eureka, Ferndale, Fortuna, Rio Dell, and Trinidad, and the special district of the Humboldt Bay Municipal Water District (each a "Member," collectively, the "Members") The California Public Utilities Commission ("CPUC") and the Local Government Commission ("LGC"), a California nonprofit membership organization, have to undertaken a pilot project created and funded by the California Public Utilities Commission ("CPUC") and the Local Government Commission ("LGC"), a California nonprofit membership organization, designed 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 Humboldt County, and the LGC has provided expert advice to representatives from the County of Humboldt and the Cities of Arcata, Blue Lake, Eureka, Ferndale, Fortuna, Rio Dell, and Trinidad, and the special district of the Humboldt Bay Municipal Water District (collectively the "Interested Agencies") to help create such an organization.

B. The Interested Agencies Through its activities since formation, the RCEA has desire to established Humboldt County and its communities as leaders in reducing energy demand, increasing energy efficiency, and advancing the use of clean, efficient and renewable local resources to increase regional self-reliance.

C. The RCEA Interested Members Agencies desire to further the RCEA goals by implementing and administering a common Community Choice Aggregation program pursuant to California Public Utilities Code Sections 331.1 and 366.2 an electric service enterprise which shall be available to those Member cities and the Counties that elect to become program participants, 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 goals stated above

NOW THEREFORE, based on the mutual covenants, conditions and terms recited herein, which are made a material part of this agreement, the undersigned public agencies, collectively referred to herein as the "Members," enter into this Amended and Restated Joint Powers Agreement and agree as follows:

AGREEMENT

[†] California Government Code §§ 6500 et seq.

ARTICLE 1 – AUTHORITY FORMATION

1.1 Formation of Humboldt County Regional Energy Alliance. Pursuant to the Act, the Members hereby create a joint powers agency to be known as the Redwood Coast Energy Authority (“RCEA”).

1.2 Separate Public Entity. The RCEA is a public entity separate from the Members within the meaning of Government Code Section 6507.

1.3 Parties to this Agreement. For purposes of 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 54.1. 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.

1.4 Membership. In addition to the original forming Members, any public agency as defined in Government Code Section 6500 which is located wholly or partly within the boundaries of Humboldt County or any adjacent county is eligible for membership in the RCEA. Upon approval by a simple majority vote of the full Board, any such public agency may become a Member if:

- (a) its governing body duly approves membership and agrees to all of the terms of this Joint Powers Agreement, and
- (b) an authorized officer of such agency executes this Agreement on its behalf.

ARTICLE 2 – PURPOSES AND POWERS

42.1 Purpose. The purpose of the RCEA is to develop and implement sustainable energy initiatives that reduce energy demand, increase energy efficiency, and advance the use of clean, efficient and renewable resources available in the region for the benefit of the Member agencies and their constituents. To further that purpose, the RCEA will work toward the following goals:

- a. To lead, coordinate and integrate regional efforts that advance secure, sustainable, clean and affordable energy resources.
- b. To develop a long-term sustainable energy strategy and implementation plan.
- c. To increase awareness of, and enhance access to, energy conservation, energy efficiency, and renewable energy opportunities available to the region.
- d. To add value to, but not duplicate, energy services offered by utilities and others serving the region in a manner that does not conflict with acting as a community choice aggregator.
- e. To keep key decision makers and stakeholders informed of policy, regulatory, and market changes that are likely to impact the region.
- f. To support research, development, demonstration, innovation, and commercialization of sustainable energy technologies by public and private entities operating in Humboldt County.
- g. To develop regional capabilities to respond to energy emergencies and short-term disruptions in energy supply, infrastructure, or markets that could adversely affect Humboldt residents and businesses.

~~**5. Membership.** In addition to the original forming Members, any public agency as defined in Government Code Section 6500 which is located wholly or partly within the boundaries of Humboldt County or any~~

adjacent county is eligible for membership in the RCEA. Upon approval by a simple majority vote of the full Board, any such public agency may become a Member if:

~~its governing body duly approves membership and agrees to all of the terms of this Joint Powers Agreement, and~~

~~an authorized officer of such agency executes this Agreement on its behalf.~~

62.2 Powers. The RCEA 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. receive grants, contributions and donations of property, funds, services and other forms of assistance from any public or private source;
- b. make and enter into contracts;
- c. incur debts, liabilities and obligations; provided, that no debt, liability or obligation of the RCEA is a debt, liability or obligation of any Member except as separately agreed to by such Member;
- d. acquire, hold, construct, manage, maintain, sell or otherwise dispose of real and personal property by appropriate means, excepting therefrom the acquisition of real property through the exercise of eminent domain;
- 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. adopt ordinances;
- k. adopt, implement, manage and terminate a Community Choice Aggregation program in accordance with Public Utilities Code Section 366.2, et seq ("CCA Program").
- l. submit documentation and notices, register, and comply with orders, tariffs and agreements for the establishment and implementation of the CCA Program and other energy programs;
- i.m. make and enter into service agreements relating to the provision of services necessary to plan, implement, operate and administer the CCA Program and other energy programs, including the acquisition of electric power supply and the provision of retail and regulatory support services
- j.n. 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, as permitted by law; and
- k.o. exercise all other powers necessary and proper to carry out the provisions of this Agreement.

These powers shall be exercised subject only to the limitations set forth in this Agreement, any bylaws, applicable law (including local zoning, building, or other ordinances or regulations arising from the jurisdiction in which the RCEA is engaged in any specific activity), and any restrictions upon the manner of exercising such powers imposed by law upon the County of Humboldt in the exercise of similar powers.

ARTICLE 3 – INTERNAL GOVERNANCE

73.1 Board of Directors. There is hereby created a Board of Directors ("Board"), which shall serve as the governing body of the RCEA, and shall exercise or oversee the exercise of all powers and authority on

behalf of the RCEA as set forth herein. 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 and may be removed at any time, without cause, at the sole discretion of that Member. They shall not be compensated for their service, but may be reimbursed for expenses reasonably incurred in the performance of their Board functions, and appropriately documented. Each Director and Alternate Director may be an elected official of the governing body of the Member that he or she represents or a non-elected representative. Each Director and Alternate Director shall serve on the Board from the first meeting of the Board after appointment by the Member, until his or her successor is selected by that Member.

83.1 Procedural and Operational Rules. The Board may adopt bylaws or resolutions to govern its meetings and operations, or may separately adopt a statement of operating policies, provided that such bylaws, resolutions or statements are consistent with this Agreement.

93.2 Principal Office. The principal office of the RCEA shall be established by the Board. The Board may change the location of the principal office upon giving at least 15 days written notice to each Member.

103.3 Quorum and Voting. A majority of the Board shall constitute a quorum for the transaction of business. The Board shall act by motion, resolution or ordinance. Except as otherwise expressly provided by this Agreement or applicable law, all motions, resolutions and ordinances of the Board, and all actions required or permitted to be taken by the Members acting through the Board, shall be by a majority vote of the quorum.

113.4 Board Chair and Vice Chair.

a. The Board shall appoint a Chair and a Vice-Chair.

- (1) The Chair shall be the chairperson of the Board and shall conduct all Board meetings and perform such other duties and functions required of such person by this Agreement or the Board.
- (2) The Vice-Chair shall serve in the Chair's absence and perform such duties as required by this Agreement, the Board, or the Chair.
- (3) Only Members of the Board are eligible to hold the positions of Chair and Vice-Chair.
- (4) The term of office for the Chair and Vice-Chair shall be one year, commencing on January 1 of each year (excepting the initial year). The initial Chair and Vice-Chair shall be entitled to serve one full term of office in addition to any partial initial term.

b. If a vacancy occurs in the position of Chair or Vice-Chair, the Board shall forthwith fill the vacancy for the duration of the unexpired term.

123.5 Treasurer and Auditor. The Board shall designate qualified persons (as described in Government Code §6505.5 and §6505.6) to serve as Treasurer and as Auditor of the RCEA who need not be Members, and may designate a single qualified person to hold both offices. The Treasurer shall have charge of depositing and maintaining custody of all funds held by the RCEA, and shall maintain strict accountability for all funds and reports of all receipts and disbursements. In addition, the Treasurer and the Auditor shall perform all other duties that may be imposed by applicable law (including Government Code Sections 6505 and 6505.5), this Agreement, or any rules of the Board. The compensation, if any, of the person or persons holding these offices shall be set by the Board. Alternatively, upon consent as

needed of the governing body of any Member entity, the Board may designate the Treasurer of such Member as the depository of RCEA funds, and responsible for the discharge of all the duties set forth in Government Code section 6505.5, including the function of auditor, and the maintenance of strict accountability of RCEA funds.

143.6 Other Officers and Employees. The Board may designate such other officers, and may hire employees or independent contractors as appropriate and necessary to conduct the RCEA's affairs.

143.7 Meetings of the Board. The Board shall establish in the bylaws or by resolution 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 (Government Code Sections 54950 *et seq.*).

143.8 Committees. The Board may create an advisory committee composed of public and private stakeholders such as but not limited to residential and non-residential energy users, local governments, educational institutions, environmental organizations, and the private sector. The Board may also create an executive committee consisting of the managers of the Member entities, and may create any such other committee as it deems appropriate.

143.9 Appointment of Administering Entity. Pursuant to Government Code Section 6506, the Board may appoint an agency or entity, including one or more Members upon consent of the governing body of such Member, a commission or board constituted pursuant to this Agreement, or a person, firm or corporation, including a nonprofit corporation, which it may designate, to administer or execute this Agreement, or any portions of this Agreement.

143.10 Budget. The RCEA shall operate on a fiscal year commencing July 1 of each year. The Board shall adopt by majority vote of the full Board an annual budget for each fiscal year at or before its last regular meeting before June 30 of each year. All costs incurred by the RCEA that are directly or indirectly attributable to the provision of electric, conservation, efficiency, incentives, financing, or other services provided under the CCA Program, including but not limited to the establishment and maintenance of various reserves and performance funds and administrative, accounting, legal, consulting, and other similar costs, shall be recovered through charges to CCA customers receiving such electric services, or from revenues from grants or other third-party sources.

ARTICLE 4 – COMMUNITY CHOICE AGGREGATION

4.1 Enabling Ordinances.

- (a) RCEA. The RCEA is hereby authorized to adopt an ordinance to implement the CCA Program in accordance with Public Utilities Code Section 366.2(c)(12), or successor provision.
- (b) Member Participants. Each Member choosing to participate in the CCA Program shall adopt an ordinance in accordance with Public Utilities Code Section 366.2(c)(12)(B), or successor provision, for the purpose of specifying that the Member intends to implement a CCA Program by and through its participation in the RCEA. Each Member having duly adopted a CCA participation ordinance shall herein be referred to as a "CCA Participant".
- (c) Effect. The CCA Participants intend for this Agreement to be used as a contractual mechanism by which the CCA Participants are authorized to participate in the CCA Program. The CCA Participants intend that other agreements shall define the terms and conditions associated with the implementation of the CCA Program.

4.2 Implementation Plan. The Authority shall cause to be prepared an Implementation Plan meeting the requirements of Public Utilities Code Section 366.2 and any applicable Public Utilities Commission regulations as soon as reasonably practicable. The Implementation Plan shall not be filed with the Public Utilities Commission until it is approved by the Board in the manner provided by Section 4.4.

4.3 Termination of CCA Program. Nothing contained in this Article or this Agreement shall be construed to limit the discretion of the RCEA to terminate the implementation or operation of the CCA Program at any time in accordance with any applicable requirements of state law

4.4 Board Voting Related to the CCA Program.

(a) Eligibility to Vote. Only Directors from Participating Members shall be eligible to vote on matters specifically related to the CCA Program.

(b) Participating Member Vote. For purposes of the CCA Program, each Participating Member shall have a total vote comprised one third of a fixed Pro Rata Voting Share based on the total number of Participating Members, and two thirds of the proportional share of Electric Customers in the Participating Member's jurisdiction.

(a)(c) Computation. The Participating Member Vote shall be computed based on the following formulas:

i. Pro Rata Voting Share. Each Director shall have an equal voting share determined by the following formula: $(1/\text{total number of Directors})$ multiplied by $1/3$; and

ii. Customer Base Voting Share. Each Director shall have an additional voting share determined by the following formula: $(\text{Number of Electric Customers in Director's jurisdiction} / \text{Total Number of Electric Customers in CCA})$ multiplied by $2/3$, where "Electric Customers" means the total number of electricity customer accounts for all rate schedules as of December 31.

iii. Total Vote. The total vote for each Participating Member shall be the sum of its Pro Rata Voting Share plus its Customer Base Voting Share rounded to the nearest whole number, excepting that any sum greater than zero and less than 1.0 shall be rounded to 1.0. The initial Pro Rata Voting Shares, Customer Base Voting Shares, and total votes are set forth in Exhibit A, attached hereto and incorporated herein. Beginning in 2017, the Board's Executive Director shall update Exhibit A at least every two years no later than March 1 to reflect changes in the number of Electric Customers and Participating Members, and such update shall not constitute an amendment to this Agreement. Any updated Exhibit A shall be provided to the Board at the regular meeting immediately following the update, and to the executive officers of the Participating Members within 30 days after the update.

4.5 Quorum, Approval Requirements Related to CCA Program. A majority of the Participating Members must be present and a majority of the CCA total vote must be represented by the present Participating Members to establish a quorum for the transaction of business on any matter specifically related to the CCA Program. Except as otherwise provided in this Agreement, the action of the Board for any matter specifically related to the CCA Program shall require the affirmative vote of a majority of the Participating Members present at the meeting where such vote is taken. The affirmative vote shall be established by adding the total votes of the present Participating Members as set out in Section 4.4, above.

ARTICLE 5 – MISCELLANEOUS PROVISIONS

185.1 Audit. The accounts and records of the RCEA shall be audited as provided in Government Code Sections 6505 and 6505.5.

195.2 Limitation on Liability of Members for Debts and Obligations of RCEA. As provided for by Government Code section 6508.1, the debts, liabilities, and obligations of the RCEA 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 the RCEA.

205.3 Indemnity. The RCEA shall indemnify, defend and hold harmless the Members, their officers and employees, from and against all liability, loss, damage, expense, and costs (including without limitation costs and fees of litigation), collectively referred to as 'injury', of every nature arising out of the RCEA activities described herein, or its failure to comply with any of its obligations contained herein, except where such injury is caused by the sole negligence or willful misconduct of a Member. Any defense of claims, as well as the cost of any judgments imposed for claims resulting from actions by the RCEA or any of the officers, agents, employees, or contractors of the RCEA in relation to this Agreement shall be the sole responsibility of the RCEA. To the extent that Members are also held jointly and severally liable for such amounts by Government Code section 895.2, if a Member provides for such defense of itself or the RCEA, or pays all or a part of such judgment, the member shall be entitled to reimbursement in full from the RCEA, provided the Member obtains prior approval from the RCEA.

215.4 Insurance. The RCEA will obtain at its expense, and maintain during the term of this Agreement, insurance against claims for injury to persons or damage to property or the environment which may arise from RCEA operations, with the scopes, coverages, deductibles and other provisions described below.

a. Minimum Scope

- (1) Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001).
- (2) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- (3) Property insurance against all risks of loss to RCEA property, as determined by law or by the RCEA.

b. Minimum Coverage

- (1) General Liability: \$ 5,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or another form with a general aggregate limit is used, the general aggregate limit shall be twice the required occurrence limit.
- (2) Employer's Liability: \$ 1,000,000 per accident for bodily injury or disease.
- (3) Property Insurance: Full replacement cost with no coinsurance penalty provision.
- (4) Workers' Compensation: Workers' Compensation to statutory limits covering all employees, paid or unpaid.
- (5) Errors and omissions insurance to cover any and all instances of misfeasance and/or nonfeasance in the scope of duties.

c. Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions must be declared to and approved by the Members.

d. Other Insurance Provisions.

The general liability policy is to contain, or be endorsed to contain, the following provisions:

- (1) The Members, their officers, officials, employees, and volunteers, are to be covered as insured with respect to liability arising out of RCEA operations.
- (2) The RCEA's insurance coverage shall be primary insurance as respects the Members, their officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Members, their officers, officials, employees or volunteers shall be excess of the RCEA's insurance and shall not contribute with it.
- (3) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Members.

Workers' Compensation Insurance Endorsement:

The workers' compensation policy shall be endorsed to contain a waiver of subrogation clause which states the following: "This insurance company agrees to waive all rights of subrogation against the Members, their officers, officials, employees and volunteers for losses paid under the terms of this policy, which arise from RCEA operation by the named insured for the Members."

Acceptability of Insurers:

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

225.5 Amendments. This Agreement may be amended only by a written instrument, approved by an affirmative vote of the governing bodies of two thirds (2/3) of the Members, and meeting any requirements imposed by the terms or conditions of any revenue bonds issued by the RCEA and related documentation including, without limitation, indentures, trust agreements, resolutions and letter of credit agreements. Notwithstanding the foregoing, no amendment shall require any Member to contribute any funds to, or become directly or contingently liable for any debts, liabilities or obligations of, the RCEA, without that Member's written consent, signed by its duly authorized representative.

235.6 Withdrawal. Members may withdraw at any time by providing written notice from the governing body of such Member to the Board; provided, that no Member may withdraw if withdrawal would adversely affect a bond or other indebtedness issued by the RCEA, except upon a two-thirds (2/3) vote of the full Board. Withdrawal shall be effective upon receipt by the Board of said notice or upon said vote of the Board if required. The withdrawing Member shall continue to be financially responsible for its share of financial obligations and liabilities incurred prior to the effective date of withdrawal. Upon such withdrawal, no withdrawing Member shall be entitled to any distribution or withdrawal of property or funds except as may be agreed to by the Board; however such Member may be entitled to participate in a pro-rated return of surplus money and other surplus personal property upon the dissolution of the RCEA based on factors as determined by the Board such as but not limited to the Member's length of time of participation with and contribution to the RCEA.

245.7 Termination and Distribution.

- a. This Agreement continues until terminated by the written consent of a simple majority of the full Board; provided that:

- (1) this Agreement cannot be terminated until such time as all principal of and interest on any bonds and other forms of indebtedness that the RCEA may issue are paid in full; and
 - (2) this Agreement and the RCEA continue to exist following termination for the purpose of disposing of all claims, distributing assets, and all other functions necessary to conclude the obligations and affairs of the RCEA.
- b. After completion of the RCEA's purposes, any surplus money on deposit in any fund or account of the RCEA will be disposed of as required by law. The Board is vested with all powers of the RCEA for the purpose of concluding and dissolving its business affairs.

255.8 Nuclear Free Certification. The RCEA and its Members certify by the authorized signatures below that the RCEA is not a nuclear weapons contractor, and not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. The RCEA shall notify Humboldt County immediately if it becomes a nuclear weapons contractor, or engages in any of the activities listed above. In such event, or if it determines that the foregoing certification is false, and notwithstanding any other provision of this Agreement, the County may immediately terminate its participation and withdraw from this Agreement.

265.9 Notices. All notices which any Member or the RCEA may wish to give in connection with this Agreement shall be in writing and shall be served by personal delivery during usual business hours at the principal office of the Member or the RCEA, to an officer or person apparently in charge of that office, or by depositing the same in the United States mail, postage prepaid, and addressed to the Member or the RCEA at its principal office, or to such other address as the RCEA or Member may designate from time to time by written notice given to the other Members in the manner specified in this section. Service of notice shall be deemed complete on the day of service by personal delivery (but 24 hours after such delivery in the case of notices of special meetings of the Board) or three (3) days after mailing if deposited in the United States mail. Until changed by written notice to the RCEA and the Members, notice shall be delivered as follows:

COUNTY OF HUMBOLDT:

County Administrative Officer
825 Fifth Street
Eureka, CA 95501

CITY OF ARCATA:

Arcata City Manager
736 F Street
Arcata, CA 95521

CITY OF BLUE LAKE:

Blue Lake City Manager
111 Greenwood
Blue Lake, CA 95521

CITY OF EUREKA:

Eureka City Manager
531 K Street
Eureka, CA 95501

CITY OF FERNDALE:

Ferndale Mayor/City Manager
P.O. Box 1095
Ferndale, CA 95536

CITY OF FORTUNA:

Fortuna City Manager
621 11th Street
Fortuna, CA 95540

CITY OF RIO DELL:

Rio Dell City Manager
675 Wildwood Avenue
Rio Dell, CA 95562

CITY OF TRINIDAD:

Trinidad ~~Mayor~~ City Manager
P.O. Box 390
Trinidad, CA 95570

HUMBOLDT BAY MUNICIPAL WATER DISTRICT:

General Manager
828 7th Street
Post Office Box 95
Eureka, CA 95502

275.10 Prohibition Against Assignment. No Member may assign any 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 the RCEA. However, nothing in this Agreement prevents the RCEA from assigning any interest or right it may have under the Agreement to a third party.

285.11 Severability. If a portion, term, condition or provision of this Agreement is determined by a court to be illegal or in conflict with any 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.

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

305.13 Arbitration. All disputes arising in connection with the interpretation or performance of this Agreement shall be resolved on an equitable basis by a single arbitrator under the commercial arbitration rules of the American Arbitration Association. The arbitrator's decision shall be final and binding on the RCEA, all Members and all former Members involved or affected by the dispute. The RCEA, any Member and any former Member that is party to the dispute may enforce any award, order or judgment of the arbitrator in any court of competent jurisdiction.

315.14 Waiver. Neither a waiver of any breach nor any failure to enforce any provision of this Agreement shall operate as a waiver of any other breach of such provision or any other provision.

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

335.16 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.

345.17 Effective Date. In accordance with the Amendment provisions of Section 22 of the initial Joint Powers Agreement (renumbered Section 5.5 herein), this Restated and Amended Joint Powers Agreement shall become effective at the time two thirds (2/3) of the Members have approved this Amended and Restated Joint Powers Agreement.

IN WITNESS WHEREOF, the Members of the Redwood Coast Energy Authority have approved this Amended and Restated Joint Powers Agreement and execute this Agreement as of the dates written below.

SIGNATURES APPEAR ON FOLLOWING PAGES
(Exhibit A follows signatures)

COUNTY OF HUMBOLDT

By: _____
_____, Chair of the Board

Dated: _____

Approved as to form:

By: _____
Jeffery S. Blanck, Humboldt County Counsel

CITY OF ARCATA

By: _____
_____, Mayor

Dated: _____

Approved as to form:

By: _____
Nancy Diamond, City Attorney

CITY OF BLUE LAKE

By: _____
_____, Mayor

Dated: _____

Approved as to form:

By: _____
Nancy Diamond, City Attorney

CITY OF EUREKA

By: _____
_____, Mayor

Dated: _____

Approved as to form:

By: _____
Cyndy Day-Wilson, City Attorney

CITY OF FERNDALE

By: _____
_____, Mayor

Dated: _____

Approved as to form:

By: _____

Russell S. Gans, City Attorney

CITY OF FORTUNA

By: _____
_____, Mayor

Dated: _____

Approved as to form:

By: _____
David Tranberg, City Attorney

CITY OF RIO DELL

By: _____
_____, Mayor

Dated: _____

Approved as to form:

By: _____
Russell S. Gans, City Attorney

CITY OF TRINIDAD

By: _____
_____, Mayor

Dated: _____

Approved as to form:

By: _____
Andrew Stunich, City Attorney

HUMBOLDT BAY MUNICIPAL WATER DISTRICT

By: _____
_____, President

Dated: _____

Approved as to form:

By: _____
Paul A. Brisso, General Counsel

Exhibit A
Redwood Coast Energy Authority
Amended and Restated Joint Powers Agreement

Board Voting Shares for Community Choice Aggregation Business

Jurisdiction	Electric customer accounts (Dec 2014)	Percentage of total accounts (jurisdiction's accounts divided by total accounts)	Customer Base Voting Share (67 x ratio of accounts)	Pro Rata Voting Share (33 x [1/number of Directors])	Total votes, prior to rounding	TOTAL VOTES
City of Arcata	8,203	12.41%	8.31	4.125	12.44	12
City of Blue Lake	664	1.00%	0.67	4.125	4.80	5
City of Eureka	13,965	21.13%	14.16	4.125	18.29	18
City of Ferndale	939	1.42%	0.95	4.125	5.08	5
City of Fortuna	5,584	8.45%	5.66	4.125	9.79	10
City of Rio Dell	1,508	2.28%	1.53	4.125	6.06	6
City of Trinidad	272	0.41%	0.27	4.125	4.40	4
County of Humboldt (unincorporated)	34,950	52.88%	35.44	4.125	39.57	40
Total	66,085	99.99%	66.99	33	100.03	100

- Due to rounding, totals will differ at various stages of the calculation process.
- The percentages of total accounts are rounded to two decimal places prior to calculating the Customer Base Voting Share.
- Customer Base Voting Share = 67 multiplied by the % of total accounts, rounded to two decimal places.
- Total votes are the sum of the Pro Rata Voting Share and the Customer Base Voting Share, rounded to the nearest whole number.
- The allocation of voting shares will be updated every two years, and as-needed to adjust for changes in the make-up of jurisdictions participating in the CCA.