

AMENDMENT NO. 1  
COMPENSATION AGREEMENT  
(Future Development Properties)

This First Amendment to the Compensation Agreement, dated for reference purposes as of October \_\_, 2018, (this "Amendment") is entered into by and among the Successor Agency to the City of Eureka Redevelopment Agency, the City of Eureka, the County of Humboldt, the Humboldt County Library, Humboldt Bay Municipal Water District, Humboldt Bay Harbor Recreation and Conservation District, Humboldt County Office of Education, Eureka City Unified School District and College of the Redwoods Community College District, on the basis of the following facts, understandings, and intentions of the Parties.

WHEREAS, the Compensation Agreement was circulated to the Parties on July 18, 2018; and

WHEREAS, subsequent guidance from the California Department of Finance revealed an inapplicable reference to the Health and Safety Code in the Compensation Agreement, necessitating this Amendment; and

NOW, THEREFORE, for and in consideration of the foregoing recitals which are hereby incorporated into this Amendment by this reference, and for other good and valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties hereby agree that the Compensation Agreement is amended to read as follows:

**1. RECITAL E:**

- E. The Successor Agency prepared and obtained Oversight Board approval of the Successor Agency's LRPMP on June 8, 2015, calling for the Former Agency's properties to be liquidated, transferred to the City for governmental use, or retained by the City for future disposition by the City and development by selected Developers to implement projects identified in the Redevelopment Plan pursuant to a compensation agreement to be entered into among the City and the Taxing Entities.

**2. Section 2(a)(2):**

- (2) Approval of this Agreement by the Successor Agency's governing board and direction for the Successor Agency to execute this Agreement; and

**3. Section 7(b):**

- (b) Early Termination. Notwithstanding any other provision of this Agreement or the LRPMP, a Party may terminate this Agreement upon written notice to the other Parties if a court order, legislation, or DOF policy reverses the DOF's

directives regarding the need for this Agreement (an "Early Termination"). Subject to the satisfaction of such condition, an Early Termination shall become effective five (5) days after the terminating Party delivers the required notice to the other Parties in accordance with Section 8(a). Upon effectiveness of an Early Termination, no Party shall have any further rights or obligations under this Agreement, and the City may retain all proceeds from the sale of the Property.

**4. Terms and Conditions**

Except as otherwise modified in this Amendment, the terms and conditions of the Compensation Agreement and the rights, duties, and obligations of the parties thereunder are unchanged and remain in full force and effect.

[signatures on next page]

Whereas this First Amendment to the Compensation Agreement has been entered into by the undersigned as of the date first written above.

SUCCESSOR AGENCY TO THE EUREKA  
REDEVELOPMENT AGENCY, a separate  
legal entity pursuant to Health & Safety  
Code §34173

By: \_\_\_\_\_  
Name: Greg L. Sparks  
Its: Successor Agency Executive  
Officer

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Robert N. Black, Successor Agency Counsel

ATTEST:

\_\_\_\_\_  
Pamela J. Powell, Successor Agency Secretary

Whereas this First Amendment to the Compensation Agreement has been entered into by the undersigned as of the date first written above.

CITY OF EUREKA, a California Municipal Corporation

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

Name: Greg L. Sparks

Its: City Manager

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Robert N. Black, City Attorney

ATTEST:

\_\_\_\_\_  
Pamela J. Powell, City Clerk

Whereas this First Amendment to the Compensation Agreement has been entered into by the undersigned as of the date first written above.

COUNTY OF HUMBOLDT, a political  
subdivision of the State of California on  
behalf of the County of Humboldt, and the  
Humboldt County Library District

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

Name: Amy Nilsen

Its: County Administrative Officer

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

APPROVED AS TO FORM:

\_\_\_\_\_  
County Counsel

Whereas this First Amendment to the Compensation Agreement has been entered into by the undersigned as of the date first written above.

COLLEGE OF THE REDWOODS  
COMMUNITY COLLEGE DISTRICT

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

Name: Julia Morrison

Its: Vice President, Administrative

Services

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Legal Counsel

Whereas this First Amendment to the Compensation Agreement has been entered into by the undersigned as of the date first written above.

EUREKA CITY UNIFIED SCHOOL  
DISTRICT

By: \_\_\_\_\_  
Name: Dr. Fred Van Vleck  
Its: Ed.D. Superintendent  
Dated: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Legal Counsel

Whereas this First Amendment to the Compensation Agreement has been entered into by the undersigned as of the date first written above.

HUMBOLDT COUNTY OFFICE OF  
EDUCATION

By: \_\_\_\_\_  
Name: Dr. Chris Hartley  
Its: County Superintendent

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Legal Counsel



Whereas this First Amendment to the Compensation Agreement has been entered into by the undersigned as of the date first written above.

HUMBOLDT BAY MUNICIPAL WATER  
DISTRICT

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

Name: John Friedenbach

Its: General Manager

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Legal Counsel

Whereas this First Amendment to the Compensation Agreement has been entered into by the undersigned as of the date first written above.

HUMBOLDT BAY HARBOR RECREATION  
AND CONSERVATION DISTRICT

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

Name: Larry Oetker

Its: Executive Director

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Legal Counsel