

## COUNTY OF HUMBOLDT

AGENDA ITEM NO.

C-7

For the meeting of: June 9, 2015

Date: May 14, 2015  
To: Board of Supervisors  
From: Phillip Smith-Hanes, County Administrative Officer *PSH*  
Subject: Additional Options for Property-Assessed Clean Energy (PACE) Financing

### RECOMMENDATION(S):

That the Board of Supervisors:

1. Adopts the attached resolution consenting to the inclusion of properties within the unincorporated areas of Humboldt County in the California HERO PACE program (Attachment 1);
2. Approves, and authorizes the Chair of the Board to execute, the attached Joint Powers Agreement Amendment adding the County of Humboldt as an associate member of the Western Riverside Council of Governments for the purpose of participating in the California HERO PACE program (Attachment 2);
3. Adopts the attached resolution consenting to the inclusion of properties within the unincorporated areas of Humboldt County in the California Home Finance Authority PACE program (Attachment 4);
4. Adopts the attached resolution consenting to the inclusion of properties within the unincorporated areas of Humboldt County in the California Home Finance Authority Community Facilities District

Prepared by Phillip Smith-Hanes

CAO Approval *Amy Nissen*

REVIEW:

Auditor \_\_\_\_\_ County Counsel *Sm* Human Resources \_\_\_\_\_ Other \_\_\_\_\_

TYPE OF ITEM:

☒ Consent  
☐ Departmental  
☐ Public Hearing  
☐ Other \_\_\_\_\_

PREVIOUS ACTION/REFERRAL:

Board Order No. H-2

Meeting of: 4/7/15

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor *Bohn* Seconded by Supervisor *Bass*

Ayes *Sundberg, Lovelace, Fennell, Bohn, Bass*  
Nays \_\_\_\_\_  
Abstain \_\_\_\_\_  
Absent \_\_\_\_\_

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: *June 9, 2015*

By: *Kathy Hayes*  
Kathy Hayes, Clerk of the Board



No. 2014-1 (Attachment 5); and

5. Adopts the attached resolution authorizing execution of an agreement, by and between the County of Humboldt and the California Home Finance Authority, for collection of special taxes (Attachment 6).

SOURCE OF FUNDING: Not applicable

DISCUSSION:

On April 7, 2015, your Board by Resolution No. 15-38 approved Humboldt County participating in a PACE program offered by the California Statewide Communities Development Authority (CSCDA) and known as "Open PACE." This program allows property owners to enter into voluntary contractual assessments to finance the installation of renewable energy, energy efficiency and water conservation improvements that are permanently affixed to real property. As noted at that time, the Open PACE program is not exclusive, and staff would like to bring additional PACE options to property owners within the county so that – to the maximum extent possible – properties in the unincorporated areas of the county have the same options for financing as offered to properties within cities.

The Open PACE program was relatively straightforward because, although it offered two different options for property owners, both options were done under one umbrella. Humboldt County was already a member of CSCDA, the joint powers authority sponsoring Open PACE, and both options were taken pursuant to the same section of state law. Today, the Board is being asked to consider two additional PACE program options – the "California HERO" program through the Western Riverside Council of Governments (which the City of Eureka approved on April 7, 2015) and the "Ygrene Works for California" program of the California Home Finance Authority (CHF, an affiliate of the Rural County Representatives of California (RCRC)). Participation in these programs will require additional actions on the part of your Board not necessary for the Open PACE program, as detailed below.

***California HERO (Western Riverside Council of Governments)***

As noted, the California HERO program is sponsored by the Western Riverside Council of Governments. Like CSCDA and CHF, the Western Riverside Council of Governments is a joint powers authority organized under state law that allows local jurisdictions to jointly exercise authorities that they hold in common. However, unlike CSCDA and CHF, Humboldt County has never had cause to join the Western Riverside Council of Governments. Therefore, in order for properties within the unincorporated area of the county to have access to the California HERO option for PACE, your Board must not only adopt a resolution consenting to the inclusion of properties in the unincorporated area within the California HERO program (Attachment 1) but also approve an agreement to join the joint powers authority (Attachment 2). Under this amendment to the joint powers agreement, Humboldt County would become an associate member of the Western Riverside Council of Governments for the purpose of participating in the California HERO program. The county has done this before when there has been cause to join a joint powers authority for the purpose of offering a specific program to county residents. (For example, the county was an associate member of CHF from 1995 until joining RCRC).

***Ygrene Works for California (CHF)***

Humboldt County is already a member of CHF, a joint powers authority which is in the process of formally changing its name to Golden State Finance Authority.<sup>1</sup> CHF contracts with Ygrene Energy Fund (Ygrene) to serve as the program administrator and to operate the Ygrene Works for California PACE financing

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<sup>1</sup> Your Board approved this change on April 7, 2015, agenda item C-6.



program. Unlike the Open PACE and California HERO programs, however, Ygrene Works for California is being formed under two separate provisions of state law.

The first of these is Chapter 29 of Division 7 of the California Streets and Highways Code. This provision authorizes cities and counties to establish voluntary contractual assessment programs for the purpose of financing private property improvements that promote renewable energy generation, energy and water efficiency and electric vehicle charging infrastructure. This section of law is also the basis for both the Open PACE and California HERO programs, and Attachment 4 is a resolution consenting to the inclusion of parcels in the unincorporated areas of the county within the program.

The second provision of state law is an amendment to the Mello-Roos Community Facilities Act (Sections 53311 through 53368.3 of the California Government Code) to allow for the creation of Community Facilities Districts ("CFDs") for the purpose of financing or refinancing the acquisition, installation, and improvement of energy efficiency, water conservation, renewable energy and electric vehicle charging infrastructure improvements permanently affixed to private or publicly-owned real property. Pursuant to Government Code Sections 53313.5(l) and 53323.1(a), CHF has established Community Facilities District No. 2014-1. Individual properties can be annexed into this CFD and be subjected to the special tax that is imposed to repay project financing only if the Board adopts a resolution consenting to the inclusion of parcels in the unincorporated areas of the county within the CFD (Attachment 5) and each participating property owner provides written approval for annexation of their property into the PACE CFD.

CHF is in the process of seeking validation judgments for its PACE programs under both of these provisions of state law from the Superior Court for the County of Sacramento. However, CHF intends to implement only one of these two PACE programs. Once the court enters the validation judgments, CHF will select the PACE program it believes will provide property owners with the greatest flexibility. The other PACE program will not be implemented unless changes in the PACE laws warrant adding that option. Due to Humboldt County's membership in RCRC, the county will have a voice in this decision.

Finally, because of the CFD option, CHF also requests a resolution (Attachment 6) of your Board authorizing execution of an agreement for collection of special taxes. A sample of such an agreement is attached (Attachment 7).

#### FINANCIAL IMPACT:

The recommended actions have no significant financial impact. There are no charges for inclusion in the PACE programs and all administrative costs are covered through fees included in the property owner's voluntary contractual assessment or CFD tax and collected on their property tax bill. Adoption of the proposed resolutions will provide property owners in the unincorporated county with access to additional PACE financing options with no monetary impact to the county budget and the use of minimal staff time for implementation.

This action supports your Board's Strategic Framework, Priorities for New Initiatives, by supporting self-reliance of citizens.

#### OTHER AGENCY INVOLVEMENT:

Humboldt County Treasurer-Tax Collector, Auditor-Controller and Assessor  
Redwood County Energy Authority (RCEA)

#### ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board could choose not to offer additional PACE programs to county property owners. This option is not recommended because staff and RCEA believe it would facilitate implementation of PACE programs throughout the county if residents of both incorporated and unincorporated areas have access to multiple programs.

#### ATTACHMENTS:

1. Resolution Consenting to Inclusion of Properties Within the County's Unincorporated Area in the California HERO Program
2. Amendment to the Joint Powers Agreement Adding the County of Humboldt as an Associate Member of the Western Riverside Council of Governments (Exhibit A to Resolution)
3. Western Riverside Council of Governments Joint Powers Agreement (Attachment to Amendment)
4. Resolution Consenting to Inclusion of Properties Within the County's Unincorporated Area in the California Home Finance Authority Program
5. Resolution Consenting to Inclusion of Properties Within the County's Jurisdiction in the California Home Finance Authority Community Facilities District No. 2014-1
6. Resolution Approving and Authorizing Execution of an Agreement for Collection of Special Taxes and Contractual Assessments
7. Sample Agreement for Collection of Special Taxes and Contractual Assessments



**BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT, STATE OF CALIFORNIA**

Certified copy of portion of proceedings, Meeting of June 9, 2015

RESOLUTION NO. 15-59

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF HUMBOLDT  
CONSENTING TO INCLUSION OF PROPERTIES WITHIN THE COUNTY'S  
UNINCORPORATED AREA IN THE CALIFORNIA HERO PROGRAM TO FINANCE  
DISTRIBUTED GENERATION RENEWABLE ENERGY SOURCES, ENERGY AND WATER  
EFFICIENCY IMPROVEMENTS AND ELECTRIC VEHICLE CHARGING  
INFRASTRUCTURE AND APPROVING THE AMENDMENT TO A CERTAIN JOINT  
POWERS AGREEMENT RELATED THERETO**

**WHEREAS**, the Western Riverside Council of Governments ("Authority") is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the "Act") and the Joint Powers Agreement entered into on April 1, 1991, as amended from time to time (the "Authority JPA"); and

**WHEREAS**, Authority has established the California HERO Program to provide for the financing of renewable energy distributed generation sources, energy and water efficiency improvements and electric vehicle charging infrastructure (the "Improvements") pursuant to Chapter 29 of the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code ("Chapter 29") within counties and cities throughout the State of California that elect to participate in such program; and

**WHEREAS**, the County of Humboldt (the "County") is committed to development of renewable energy sources and energy efficiency improvements, reduction of greenhouse gases, protection of our environment, and reversal of climate change; and

**WHEREAS**, in Chapter 29, the Legislature has authorized cities and counties to assist property owners in financing the cost of installing Improvements through a voluntary contractual assessment program; and

**WHEREAS**, installation of such Improvements by property owners within the jurisdictional boundaries of the counties and cities that are participating in the California HERO Program would promote the purposes cited above; and

**WHEREAS**, the County wishes to provide innovative solutions to its property owners to achieve energy and water efficiency and independence, and in doing so cooperate with Authority in order to efficiently and economically assist property owners within the unincorporated area of the County in financing such Improvements; and

**WHEREAS**, Authority has established the California HERO Program, which is such a voluntary contractual assessment program, as permitted by the Act, the Authority JPA, originally Attachment 1 made and entered into April 1, 1991, as amended to date, and the Amendment to the Joint Powers Agreement Adding the County of Humboldt as an Associate Member of the Western Riverside Council of Governments to Permit the Provision of Property Assessed Clean Energy (PACE) Program Services within the County (the "JPA Amendment"), by and between Authority and the County, a copy of which is attached as Exhibit "A" hereto, to assist property owners within the unincorporated area of the County in financing the cost of installing Improvements; and

**WHEREAS**, the County will not be responsible for the conduct of any assessment proceedings; the levy and collection of assessments or any required remedial action in the case of delinquencies in the payment of any assessments or the issuance, sale or administration of any bonds issued in connection with the California HERO Program.



**BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT, STATE OF CALIFORNIA**

Certified copy of portion of proceedings, Meeting of June 9, 2015

**RESOLUTION NO. 15-59**

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of the County of Humboldt as follows:

1. This Board of Supervisors finds and declares that properties in the County's unincorporated area will be benefited by the availability of the California HERO Program to finance the installation of the Improvements.
2. This Board of Supervisors consents to inclusion in the California HERO Program of all of the properties in the unincorporated area within the County and to the Improvements, upon the request by and voluntary agreement of owners of such properties, in compliance with the laws, rules and regulations applicable to such program; and to the assumption of jurisdiction thereover by Authority for the purposes thereof.
3. The consent of this Board of Supervisors constitutes assent to the assumption of jurisdiction by Authority for all purposes of the California HERO Program and authorizes Authority, upon satisfaction of the conditions imposed in this resolution, to take each and every step required for or suitable for financing the Improvements, including the levying, collecting and enforcement of the contractual assessments to finance the Improvements and the issuance and enforcement of bonds to represent such contractual assessments.
4. This Board of Supervisors hereby approves the JPA Amendment and authorizes the execution thereof by appropriate County officials.
5. County staff is authorized and directed to coordinate with Authority staff to facilitate operation of the California HERO Program within the County, and report back periodically to this Board of Supervisors on the success of such program.
6. This Resolution shall take effect immediately upon its adoption. The Clerk of the Board of Supervisors is directed to send a certified copy of this resolution to the Secretary of the Authority Executive Committee.

Dated: June 9, 2015



ESTELLE FENNELL, Chair  
Humboldt County Board of Supervisors

Adopted on motion by Supervisor Bohn, seconded by Supervisor Bass, and the following vote:

AYES:	Supervisors	Sundberg, Lovelace, Bohn, Fennell, Bass
NAYS:	Supervisors	--
ABSENT:	Supervisors	--
ABSTAIN:	Supervisors	--



**BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT, STATE OF CALIFORNIA**

Certified copy of portion of proceedings, Meeting of June 9, 2015

RESOLUTION NO. 15-59

STATE OF CALIFORNIA    )  
County of Humboldt     )

I, KATHY HAYES, Clerk of the Board of Supervisors, County of Humboldt, State of California, do hereby certify the foregoing to be a full, true, and correct copy of the original made in the above-entitled matter by said Board of Supervisors at a meeting held in Eureka, California as the same now appears of record in my Office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said Board of Supervisors.

  
\_\_\_\_\_  
By ANA HARTWELL

Deputy Clerk of the Board of Supervisors of the  
County of Humboldt, State of California

## EXHIBIT A

**AMENDMENT TO THE JOINT POWERS AGREEMENT  
ADDING COUNTY OF HUMBOLDT  
AS AN ASSOCIATE MEMBER OF THE  
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS  
TO PERMIT THE PROVISION OF PROPERTY ASSESSED CLEAN  
ENERGY (PACE) PROGRAM SERVICES WITHIN THE COUNTY**

This Amendment to the Joint Powers Agreement ("JPA Amendment") is made and entered into on the 9th day of June, 2015, by County of Humboldt ("County") and the Western Riverside Council of Governments ("Authority") (collectively the "Parties").

### RECITALS

WHEREAS, Authority is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the "Joint Exercise of Powers Act") and the Joint Power Agreement entered into on April 1, 1991, as amended from time to time (the "Authority JPA"); and

WHEREAS, as of October 1, 2012, Authority had 18 member entities (the "Regular Members").

WHEREAS, Chapter 29 of the Improvement Act of 1911, being Division 7 of the California Streets and Highways Code ("Chapter 29") authorizes cities, counties, and cities and counties to establish voluntary contractual assessment programs, commonly referred to as a Property Assessed Clean Energy ("PACE") program, to fund certain renewable energy sources, energy and water efficiency improvements, and electric vehicle charging infrastructure (the "Improvements") that are permanently fixed to residential, commercial, industrial, agricultural or other real property; and

WHEREAS, Authority has established a PACE program known as the "California HERO Program" pursuant to Chapter 29 which authorizes the implementation of such PACE financing program for cities and counties throughout the state; and

WHEREAS, County desires to allow owners of property within its jurisdiction to participate in the California HERO Program and to allow Authority under Chapter 29, as it is now enacted or may be amended hereafter, to finance Improvements to be installed on such properties; and

WHEREAS, this JPA Amendment will permit County to become an Associate Member of Authority and to participate in California HERO Program for the purpose of facilitating the implementation of such program within the unincorporated territory of County; and

WHEREAS, pursuant to the Joint Exercise of Powers Act, the Parties are approving this JPA Agreement to allow for the provision of PACE services through the California HERO Program, including the operation of such PACE financing program, within the unincorporated territory of County; and



WHEREAS, the JPA Amendment sets forth the rights, obligations and duties of County and Authority with respect to the implementation of the California HERO Program within the unincorporated territory of County.

#### **MUTUAL UNDERSTANDINGS**

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter stated, the Parties hereto agree as follows:

##### **A. JPA Amendment.**

1. The Authority JPA. County agrees to the terms and conditions of the Authority JPA, attached.

2. Associate Membership. By adoption of this JPA Amendment, County shall become an Associate Member of Authority on the terms and conditions set forth herein and the Authority JPA and consistent with the requirements of the Joint Exercise of Powers Act. The rights and obligations of County as an Associate Member are limited solely to those terms and conditions expressly set forth in this JPA Amendment for the purposes of implementing the California HERO Program within the unincorporated territory of County. Except as expressly provided for by the this JPA Amendment, County shall not have any rights otherwise granted to Authority's Regular Members by the Authority JPA, including but not limited to the right to vote on matters before the Executive Committee or the General Assembly, the right to amend or vote on amendments to the Authority JPA, and the right to sit on committees or boards established under the Authority JPA or by action of the Executive Committee or the General Assembly, including, without limitation, the General Assembly and the Executive Committee. County shall not be considered a member for purposes of Section 9.1 of the Authority JPA.

3. Rights of Authority. This JPA Amendment shall not be interpreted as limiting or restricting the rights of Authority under the Authority JPA. Nothing in this JPA Amendment is intended to alter or modify Authority Transportation Uniform Mitigation Fee (TUMF) Program, the PACE Program administered by Authority within the jurisdictions of its Regular Members, or any other programs administered now or in the future by Authority, all as currently structured or subsequently amended.

##### **B. Implementation of California HERO Program within County Jurisdiction.**

1. Boundaries of the California HERO Program within County Jurisdiction. The boundaries within which contractual assessments may be entered into under the California HERO Program (the "Program Boundaries") shall include the entire unincorporated territory of County.

2. Determination of Eligible Improvements. Authority shall determine the types of distributed generation renewable energy sources, energy efficiency or water conservation improvements, electric vehicle charging infrastructure or such other



improvements as may be authorized pursuant to Chapter 29 (the "Eligible Improvements") that will be eligible to be financed under the California HERO Program.

3. Implementation of California HERO Program Within the Program Boundaries. Authority will undertake such proceedings pursuant to Chapter 29 as shall be legally necessary to enable Authority to make contractual financing of Eligible Improvements available to eligible property owners within the Program Boundaries.

4. Financing the Installation of Eligible Improvements. Authority shall implement its plan for the financing of the purchase and installation of the Eligible Improvements under the California HERO Program within the Program Boundaries.

5. Ongoing Administration. Authority shall be responsible for the ongoing administration of the California HERO Program, including but not limited to producing education plans to raise public awareness of the California HERO Program, soliciting, reviewing and approving applications from residential and commercial property owners participating in the California HERO Program, establishing contracts for residential, commercial and other property owners participating in such program, establishing and collecting assessments due under the California HERO Program, adopting and implementing any rules or regulations for the California HERO Program, and providing reports as required by Chapter 29.

County will not be responsible for the conduct of any proceedings required to be taken under Chapter 29; the levy or collection of assessments or any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of any bonds issued in connection with the California HERO Program.

6. Phased Implementation. The Parties recognize and agree that implementation of the California HERO Program as a whole can and may be phased as additional other cities and counties execute similar agreements. County entering into this JPA Amendment will obtain the benefits of and incur the obligations imposed by this JPA Amendment in its jurisdictional area, irrespective of whether cities or counties enter into similar agreements.

#### **C. Miscellaneous Provisions.**

1. Withdrawal. County or Authority may withdraw from this JPA Amendment upon six (6) months written notice to the other party; provided, however, there is no outstanding indebtedness of Authority within County. The provisions of Section 6.2 of the Authority JPA shall not apply to County under this JPA Amendment. County may withdraw approval for conduct of the HERO Program within the jurisdictional limits of County upon thirty (30) written notice to Authority without liability to the Authority or any affiliated entity. County withdrawal shall not affect the validity of any voluntary assessment contracts (a) entered prior to the date of such withdrawal or (b) entered into after the date of such withdrawal so long as the applications for such voluntary assessment contracts were submitted to and approved by Authority prior to the date of County's notice of withdrawal.



2. Mutual Indemnification and Liability. Authority and County shall mutually defend, indemnify and hold the other party and its directors, officials, officers, employees and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of the willful misconduct or negligent acts, errors or omissions of the indemnifying party or its directors, officials, officers, employees and agents in connection with the California HERO Program administered under this JPA Amendment, including without limitation the payment of expert witness fees and attorneys' fees and other related costs and expenses, but excluding payment of consequential damages. Without limiting the foregoing, Section 5.2 of the Authority JPA shall not apply to this JPA Amendment. In no event shall any of Authority's Regular Members or their officials, officers or employees be held directly liable for any damages or liability resulting out of this JPA Amendment.

3. Environmental Review. Authority shall be the lead agency under the California Environmental Quality Act for any environmental review that may be required in implementing or administering the California HERO Program under this JPA Amendment.

4. Cooperative Effort. County shall cooperate with Authority by providing information and other assistance in order for Authority to meet its obligations hereunder. County recognizes that one of its responsibilities related to the California HERO Program will include any permitting or inspection requirements as established by County.

5. Notice. Any and all communications and/or notices in connection with this JPA Amendment shall be either hand-delivered or sent by United States first class mail, postage prepaid, and addressed as follows:

Authority:

Western Riverside Council of Governments  
4080 Lemon Street, 3rd Floor. MS1032  
Riverside, CA 92501-3609  
Att: Executive Director

County:

County of Humboldt  
825 5th Street, Room 112  
Eureka, CA 95501  
Att: County Administrative Officer

6. Entire Agreement. This JPA Amendment, together with the Authority JPA, constitutes the entire agreement among the Parties pertaining to the subject matter



hereof. This JPA Amendment supersedes any and all other agreements, either oral or in writing, among the Parties with respect to the subject matter hereof and contains all of the covenants and agreements among them with respect to said matters, and each Party acknowledges that no representation, inducement, promise of agreement, oral or otherwise, has been made by the other Party or anyone acting on behalf of the other Party that is not embodied herein.

7. Successors and Assigns. This JPA Amendment and each of its covenants and conditions shall be binding on and shall inure to the benefit of the Parties and their respective successors and assigns. A Party may only assign or transfer its rights and obligations under this JPA Amendment with prior written approval of the other Party, which approval shall not be unreasonably withheld.

8. Attorney's Fees. If any action at law or equity, including any action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, each Party to the litigation shall bear its own attorney's fees and costs.

9. Governing Law. This JPA Amendment shall be governed by and construed in accordance with the laws of the State of California, as applicable.

10. No Third Party Beneficiaries. This JPA Amendment shall not create any right or interest in the public, or any member thereof, as a third party beneficiary hereof, nor shall it authorize anyone not a Party to this JPA Amendment to maintain a suit for personal injuries or property damages under the provisions of this JPA Amendment. The duties, obligations, and responsibilities of the Parties to this JPA Amendment with respect to third party beneficiaries shall remain as imposed under existing state and federal law.

11. Severability. In the event one or more of the provisions contained in this JPA Amendment is held invalid, illegal or unenforceable by any court of competent jurisdiction, such portion shall be deemed severed from this JPA Amendment and the remaining parts of this JPA Amendment shall remain in full force and effect as though such invalid, illegal, or unenforceable portion had never been a part of this JPA Amendment.

12. Headings. The paragraph headings used in this JPA Amendment are for the convenience of the Parties and are not intended to be used as an aid to interpretation.

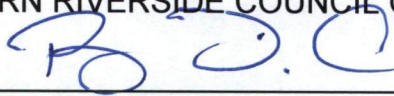
13. Amendment. This JPA Amendment may be modified or amended by the Parties at any time. Such modifications or amendments must be mutually agreed upon and executed in writing by both Parties. Verbal modifications or amendments to this JPA Amendment shall be of no effect.

14. Effective Date. This JPA Amendment shall become effective upon the execution thereof by the Parties hereto.



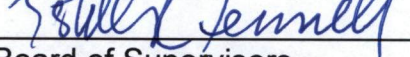
IN WITNESS WHEREOF, the Parties hereto have caused this JPA Amendment to be executed and attested by their officers thereunto duly authorized as of the date first above written.

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

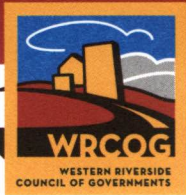
By:   
Executive Committee Chair  
Western Riverside Council of Governments

Date: 7-6-15

COUNTY OF HUMBOLDT

By:   
Chair, Board of Supervisors  
County of Humboldt

Date: 6/15/15



## Western Riverside Council of Governments

County of Riverside • City of Banning • City of Calimesa • City of Canyon Lake • City of Corona • City of Eastvale • City of Hemet • City of Jurupa Valley  
City of Lake Elsinore • City of Menifee • City of Moreno Valley • City of Murrieta • City of Norco • City of Perris • City of Riverside • City of San Jacinto  
City of Temecula • City of Wildomar • Eastern Municipal Water District • Western Municipal Water District • Morongo Band of Mission Indians  
Riverside County Superintendent of Schools

RECEIVED  
OFFICE OF SUPERVISORS

JUL 09 2015

July 7, 2015

County of Humboldt  
825 5<sup>th</sup> Street, Room 112  
Eureka, CA 95501  
Attn: Kathy Hayes, Deputy Clerk of the Board

**Regarding: WRCOG – CA HERO Joint Powers Agreement**

Dear Ms. Hayes:

Enclosed you will find a copy of the executed WRCOG Joint Powers Agreement for your records.

Should you have any questions, please contact me at (951) 955-8312 or by email at [adams@wrcog.cog.ca.us](mailto:adams@wrcog.cog.ca.us).

Sincerely,

Crystal Adams  
Staff Analyst  
Western Riverside Council of Governments



Updated through June 4, 2013  
Revised

JOINT POWERS AGREEMENT OF  
THE WESTERN RIVERSIDE  
COUNCIL OF GOVERNMENTS

This Agreement is made and entered into on the 1st day of April, 1991, pursuant to Government Code Section 6500 et. seq. and other pertinent provisions of law, by and between six or more of the cities located within Western Riverside County and the County of Riverside.

RECITALS

A. Each member and party to this Agreement is a governmental entity established by law with full powers of government in legislative, administrative, financial, and other related fields.

B. The purpose of the formation is to provide an agency to conduct studies and projects designed to improve and coordinate the common governmental responsibilities and services on an area-wide and regional basis through the establishment of an association of governments. The Council will explore areas of inter-governmental cooperation and coordination of government programs and provide recommendations and solutions to problems of common and general concern.

C. When authorized pursuant to an Implementation Agreement, the Council shall manage and administer thereunder.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:



I.

PURPOSE AND POWERS

1.1 Agency Created.

There is hereby created a public entity to be known as the "Western Riverside Council of Governments" ("WRCOG"). WRCOG is formed by this Agreement pursuant to the provision of Government Code Section 6500 et. seq. and other pertinent provision of law. WRCOG shall be a public entity separate from the parties hereto.

1.2 Powers.

1.2.1. WRCOG established hereunder shall perform all necessary functions to fulfill the purposes of this Agreement. Among other functions, WRCOG shall:

- a. Serve as a forum for consideration, study and recommendation on area-wide and regional problems;
- b. Assemble information helpful in the consideration of problems peculiar to Western Riverside County;
- c. Explore practical avenues for intergovernmental cooperation, coordination and action in the interest of local public welfare and means of improvements in the administration of governmental services; and
- d. Serve as the clearinghouse review body for Federally-funded projects in accordance with Circular A-95 in conjunction with the Southern California Association of Governments.



1.2.2. The Council shall have the power in its own name to do any of the following;

a. When necessary for the day to day operation of the Council, to make and enter into contracts;

b. To contract for the services of engineers, attorneys, planners, financial consultants and separate and apart therefrom to employ such other persons, as it deems necessary;

c. To apply for an appropriate grant or grants under any federal, state, or local programs.

d. To receive gifts, contributions and donations of property, funds, services and other forms of financial assistance from persons, firms, corporations and any governmental entity;

e. To lease, acquire, construct, manage, maintain, and operate any buildings, works, or improvements;

f. To delegate some or all of its powers to the Executive Committee and the Executive Director of the Council as hereinafter provided.

1.2.3 The association shall have the power in its own name, only with the approval of all affected member agencies to;

a. Acquire, hold and dispose of property by eminent domain, lease, lease purchase or sale.

b. To incur debts, liabilities, obligations, and issue bonds;

## II.

### ORGANIZATION OF COUNCIL



2.1 Parties.

The parties to WRCOG shall be the County of Riverside and each city located within Western Riverside County which has executed or hereafter executes this Agreement, or any addenda, amendment, or supplement thereto and agrees to such become a member upon such terms and conditions as established by the general council or executive committee, and which has not, pursuant to provisions hereof, withdrawn therefrom. Only the parties identified in this section and Associate Members approved under section 8.2 of this Agreement, if any, shall be considered contracting parties to this Agreement under Government Code section 6502, provided that the rights of any Associate Member under this Agreement shall be limited solely those rights expressly set forth in a PACE Agreement authorized in section 8.2 of this Agreement.

2.2 Names.

The names, particular capacities and addresses of the parties at any time shall be shown on Exhibit "A" attached hereto, as amended or supplemented from time to time.

2.3 Duties.

WRCOG shall do whatever is necessary and required to carry out the purposes of this agreement and when authorized by an Implementation Agreement pursuant to section 1.2.3 as appropriate, to make and enter into such contracts, incur such debts and obligations, assess contributions from the members, and perform such other acts as are necessary to the accomplishment of the purposes of such agreement,



within the provisions of Government Code Section 6500 et seq. and as prescribed by the laws of the State of California.

2.4 Governing Body.

2.4.1. WRCOG shall be governed by a General Assembly with membership consisting of the appropriate representatives from the County of Riverside, each city which is a signatory to this Agreement, Western Municipal Water District, and Eastern Municipal Water District, the number of which shall be determined as hereinafter set forth. The General Assembly shall meet at least once annually, preferably scheduled in the evening. Each member agency of the General Assembly shall have one vote for each mayor, council member, county supervisor, and water district board member present at the General Assembly. The General Assembly shall act only upon a majority of a quorum. A quorum shall consist of a majority of the total authorized representatives, provided that members representing a majority of the member agencies are present. The General Assembly shall adopt and amend by-laws for the administration and management of this Agreement, which when adopted and approved shall be an integral part of this Agreement. Such by-laws may provide for the management and administration of this Agreement.

2.4.2. There shall be an Executive Committee which exercises the powers of this Agreement between sessions of the General Assembly. Members of the Executive Committee shall be the Mayor from each of the member cities, four members of the Riverside County Board of Supervisors and the President of each Water District, the remaining member of the Board of Supervisors shall serve as an alternate, except any City Council, at its discretion, can appoint a Mayor Pro Tem or other city council

member in place of the Mayor, and each water district board, at its discretion, can appoint another board member in place of the President. The Executive Committee shall act only upon a majority of a quorum. A quorum shall consist of a majority of the member agencies. Membership of the Water Districts on the General Assembly and Executive Committee of WRCOG shall be conditioned on the Water Districts entering into a separate Memorandums of Understanding with WRCOG.

2.4.3. Each member of the General Assembly and the Executive Committee shall be a current member of the legislative body such member represents.

2.4.4. Each participating member on the Executive Committee shall also have an alternate, who must also be a current member of the legislative body of the party such alternate represents. The name of the alternate members shall be on file with the Executive Committee. In the absence of the regular member from an agency, the alternate member from such agency shall assume all rights and duties of the absent regular member.

## 2.5 Executive Director.

The Executive Director shall be the chief administrative officer of the Council. He shall receive such compensation as may be fixed by the Executive Committee. The powers and duties of the Executive Director shall be subject to the authority of the Executive Committee and include the following:

- a. To appoint, direct and remove employees of the Council.
- b. Annually to prepare and present a proposed budget to the Executive Committee and General Assembly.
- c. Serve as Secretary of the Council and of the Executive Committee.



- d. To attend meetings of the Executive Committee.
- e. To perform such other and additional duties as the Executive Committee may require.

2.6 Principal Office.

The principal office of WRCOG shall be established by the Executive Committee and shall be located within Western Riverside County. The Executive Committee is hereby granted full power and authority to change said principal office from one location to another within Western Riverside County. Any change shall be noted by the Secretary under this section but shall not be considered an amendment to this Agreement.

2.7 Meetings.

The Executive Committee shall meet at the principal office of the agency or at such other place as may be designated by the Executive Committee. The time and place of regular meetings of the Executive Committee shall be determined by resolution adopted by the Executive Committee; a copy of such resolution shall be furnished to each party hereto. Regular, adjourned and special meetings shall be called and conducted in accordance with the provisions of the Ralph M. Brown Act, Government Code Section 54950 et. seq., as it may be amended.

2.8 Powers and Limitations of the Executive Committee.

Unless otherwise provided herein, each member or participating alternate of the Executive Committee shall be entitled to one vote, and a vote of the majority of those present and qualified to vote constituting a quorum may adopt any motion,

resolution, or order and take any other action they deem appropriate to carry forward the objectives of the Council.

2.9 Minutes.

The secretary of the Council shall cause to be kept minutes of regular adjourned regular and special meetings of the General Assembly and Executive Committee, and shall cause a copy of the minutes to be forwarded to each member and to each of the members hereto.

2.10 Rules.

The Executive Committee may adopt from time to time such rules and regulations for the conduct of its affairs consistent with this agreement or any Implementation Agreement.

2.11 Vote or Assent of Members.

The vote, assent or approval of the members in any manner as may be required, hereunder shall be evidenced by a certified copy of the action of the governing body of such party filed with the Council. It shall be the responsibility of the Executive Director to obtain certified copies of said actions.

2.12 Officers.

There shall be selected from the membership of the Executive Committee, a chairperson and a vice chairperson. The Executive Director shall be the secretary. The Treasurer of the County of Riverside shall be the Treasurer of the Council and the Controller or Auditor of the County of Riverside shall be the Auditor of the Council. Such persons shall possess the powers of, and shall perform the treasurer and auditor functions respectively, for WRCOG and perform those functions required of them by



Government Code Sections 6505, 6505.5 and 6505.6, and by all other applicable laws and regulations, including any subsequent amendments thereto.

The chairperson and vice chairperson, shall hold office for a period of one year commencing July 1st of each and every fiscal year; provided, however, the first chairperson and vice chairperson appointed shall hold office from the date of appointment to June 30th of the ensuing fiscal year. Except for the Executive Director, any officer, employee, or agent of the Executive Committee may also be an officer, employee, or agent of any of the members. The appointment by the Executive Committee of such a person shall be evidence that the two positions are compatible.

2.13 Committees.

The Executive Committee may, as it deems appropriate, appoint committees to accomplish the purposes set forth herein. All committee meetings of WRCOG, including those of the Executive Committee, shall be open to all members.

2.14 Additional Officers and Employees.

The Executive Committee shall have the power to authorize such additional officers and assistants as may be appropriate. Such officers and employees may also be, but are not required to be, officers and employees of the individual members.

2.15 Bonding Requirement.

The officers or persons who have charge of, handle, or have access to any property of WRCOG shall be the members of the Executive Committee, the treasurer, the Executive Director, and any other officers or persons to be designated or empowered by the Executive Committee. Each such officer or person shall be required

to file an official bond with the Executive Committee in an amount which shall be established by the Executive Committee. Should the existing bond or bonds of any such officer be extended to cover the obligations provided herein, said bond shall be the official bond required herein. The premiums on any such bonds attributable to the coverage required herein shall be appropriate expenses of WRCOG.

2.16 Status of Officers and Employees.

All of the privileges and immunities from liability, exemption from laws, ordinances and rules, all pension, relief, disability, worker's compensation, and other benefits which apply to the activity of officers, agents, or employees of any of the members when performing their respective functions shall apply to them to the same degree and extent while engaged in the performance of any of the functions and other duties under this Agreement. None of the officers, agents, or employees appointed by the Executive Committee shall be deemed, by reason of their employment by the Executive Committee, to be employed by any of the members or, by reason of their employment by the Executive Committee, to be subject to any of the requirements of such members.

2.17 Restrictions.

Pursuant to Government Code Section 6509, for the purposes of determining the restrictions to be imposed by the Council in its exercise of the above-described joint powers, reference shall be made to, and the Council shall observe, the restrictions imposed upon the County of Riverside.

2.18 Water Districts and TUMF Matters.



Pursuant to this Joint Powers Agreement, WRCOG administers the Transportation Mitigation Fee ("TUMF") for cities in western Riverside County. The fee was established prior to the Water District's involvement with WRCOG and will fund transportation improvements for the benefit of the County of Riverside and the cities in western Riverside County. As such, the Western Municipal Water District and the Eastern Municipal Water District General Assembly and Executive Committee Members shall not vote on any matter related to the administration of the TUMF program or the expenditure of TUMF revenues.

### III

#### FUNDS AND PROPERTY

##### 3.1 Treasurer.

The Treasury of the member agency whose Treasurer is the Treasurer for WRCOG shall be the depository for WRCOG. The Treasurer of the Council shall have custody of all funds and shall provide for strict accountability thereof in accordance with Government Code Section 6505.5 and other applicable laws of the State of California. He or she shall perform all of the duties required in Government Code Section 6505 and following, such other duties as may be prescribed by the Executive Committee.

##### 3.2. Expenditure of Funds.

The funds under this Agreement shall be expended only in furtherance of the purposes hereof and in accordance with the laws of the State of California and standard accounting practices shall be used to account for all funds received and disbursed.

##### 3.3. Fiscal Year.

WRCOG shall be operated on a fiscal year basis, beginning on July 1 of each year and continuing until June 30 of the succeeding year. Prior to July 1 of each year, the General Assembly shall adopt a final budget for the expenditures of WRCOG during the following fiscal Year.

3.4. Contributions/Public Funds.

In preparing the budget, the General Assembly by majority vote of a quorum shall determine the amount of funds which will be required from its members for the purposes of this Agreement. The funds required from its members after approval of the final budget shall be raised by contributions 50% of which will be assessed on a per capita basis and 50% on an assessed valuation basis, each city paying on the basis of its population and assessed valuation and the County paying on the basis of the population and assessed valuation within the unincorporated area of Western Riverside County as defined in the by-laws. The parties, when informed of their respective contributions, shall pay the same before August 1st of the fiscal year for which they are assessed or within sixty days of being informed of the assessment, whichever occurs later. In addition to the contributions provided, advances of public funds from the parties may be made for the purposes of this Agreement. When such advances are made, they shall be repaid from the first available funds of WRCOG.

The General Assembly shall have the power to determine that personnel, equipment or property of one or more of the parties to the Agreement may be used in lieu of fund contributions or advances.



All contributions and funds shall be paid to WRCOG and shall be disbursed by a majority vote of a quorum of the Executive Committee, as authorized by the approved budget.

3.5 Contribution from Water Districts.

The provision of section 3.4 above shall be inapplicable to the Western Municipal Water District and the Eastern Municipal Water District. The amount of contributions from these water districts shall be through the WRCOG budget process.

IV

BUDGETS AND DISBURSEMENTS

4.1 Annual Budget.

The Executive Committee may at any time amend the budget to incorporate additional income and disbursements that might become available to WRCOG for its purposes during a fiscal year.

4.2 Disbursements.

The Executive Director shall request warrants from the Auditor in accordance with budgets approved by the General Assembly or Executive Committee subject to quarterly review by the Executive Committee. The Treasurer shall pay such claims or disbursements and such requisitions for payment in accordance with rules, regulations, policies, procedures and bylaws adopted by the Executive Committee.

4.3 Accounts.

All funds will be placed in appropriate accounts and the receipt, transfer, or disbursement of such funds during the term of this Agreement shall be accounted for in accordance with generally accepted accounting principles applicable to governmental

entities and pursuant to Government Code Sections 6505 et seq. and any other applicable laws of the State of California. There shall be strict accountability of all funds. All revenues and expenditures shall be reported to the Executive Committee.

4.4 Expenditures Within Approved Annual Budget.

All expenditures shall be made within the approved annual budget. No expenditures in excess of those budgeted shall be made without the approval of a majority of a quorum of the Executive Committee.

4.5 Audit.

The records and accounts of WRCOG shall be audited annually by an independent certified public accountant and copies of such audit report shall be filed with the County Auditor, State Controller and each party to WRCOG no later than fifteen (15) days after receipt of said audit by the Executive Committee.

4.6 Reimbursement of Funds.

Grant funds received by WRCOG from any federal, state, or local agency to pay for budgeted expenditures for which WRCOG has received all or a portion of said funds from the parties hereto shall be used as determined by WRCOG's Executive Committee.

V

LIABILITIES

5.1 Liabilities.

The debts, liabilities, and obligation of WRCOG shall be the debts, liabilities, or obligations of WRCOG alone and not of the parties to this Agreement.

5.2 Hold Harmless and Indemnity.



Each party hereto agrees to indemnify and hold the other parties harmless from all liability for damage, actual or alleged, to persons or property arising out of or resulting from negligent acts or omissions of the indemnifying party or its employees. Where the General Assembly or Executive Committee itself or its agents or employees are held liable for injuries to persons or property, each party's liability for contribution or indemnity for such injuries shall be based proportionately upon the contributions (less voluntary contributions) of each member. In the event of liability imposed upon any of the parties to this Agreement, or upon the General Assembly or Executive Committee created by this Agreement, for injury which is caused by the negligent or wrongful act or omission of any of the parties in the performance of this Agreement, the contribution of the party or parties not directly responsible for the negligent or wrongful act or omission shall be limited to One Hundred Dollars (\$100.00). The party or parties directly responsible for the negligent or wrongful acts or omissions shall indemnify, defend, and hold all other parties harmless from any liability for personal injury or property damage arising out of the performance of this Agreement. The voting for or against a matter being considered by the General Assembly or executive or other committee or WRCOG, or abstention from voting on such matter, shall not be construed to constitute a wrongful act or omission within the meaning of this Subsection.

## VI

### ADMISSION AND WITHDRAWAL OF PARTIES

#### 6.1 Admission of New Parties.

It is recognized that additional cities other than the original parties, may wish to participate in WRCOG. Any Western Riverside County city may become a party

to WRCOG upon such terms and conditions as established by the General Assembly or Executive Committee. Any Western Riverside County city shall become a party to WRCOG by the adoption by the city council of this agreement and the execution of a written addendum thereto agreeing to the terms of this Agreement and agreeing to any additional terms and conditions that may be established by the general assembly or Executive Committee. Special districts which are significantly involved in regional problems and the boundaries of which include territory within the collective area of the membership shall be eligible for advisory membership in the Council. The representative of any such advisory member may participate in the work of committees of the Council.

6.2 Withdrawal from WRCOG.

It is fully anticipated that each party hereto shall participate in WRCOG until the purposes set forth in this Agreement are accomplished. The withdrawal of any party, either voluntary or involuntary, unless otherwise provided by the General Assembly or Executive Committee, shall be conditioned as follows:

- a. In the case of a voluntary withdrawal following a properly noticed public hearing, written notice shall be given to WRCOG, six months prior to the effective date of withdrawal;
- b. Withdrawal shall not relieve the party of its proportionate share of any debts or other liabilities incurred by WRCOG prior to the effective date of the parties' notice of withdrawal;
- c. Unless otherwise provided by a unanimous vote of the Executive Committee, withdrawal shall result in the forfeiture of that party's rights and claims



relating to distribution of property and funds upon termination of WRCOG as set forth in Section VII below;

d. Withdrawal from any Implementation Agreement shall not be deemed withdrawal from membership in WRCOG.

## VII

### TERMINATION AND DISPOSITION OF ASSETS

#### 7.1 Termination of this Agreement.

WRCOG shall continue to exercise the joint powers herein until the termination of this Agreement and any extension thereof or until the parties shall have mutually rescinded this Agreement; providing, however, that WRCOG and this Agreement shall continue to exist for the purposes of disposing of all claims, distribution of assets and all other functions necessary to conclude the affairs of WRCOG.

Termination shall be accomplished by written consent of all of the parties, or shall occur upon the withdrawal from WRCOG of a sufficient number of the agencies enumerated herein so as to leave less than five of the enumerated agencies remaining in WRCOG.

#### 7.2 Distribution of Property and Funds.

In the event of the termination of this Agreement, any property interest remaining in WRCOG following the discharge of all obligations shall be disposed of as the Executive Committee shall determine with the objective of distributing to each remaining party a proportionate return on the contributions made to such properties by such parties, less previous returns, if any.

## VIII

PACE IMPLEMENTATION AND PARTICIPATION AGREEMENTS;

ASSOCIATE MEMBERSHIP

8.1 Execution of Agreement.

When authorized by the Executive Committee, any affected member agency or agencies enumerated herein, may execute an Implementation Agreement for the purpose of authorizing WRCOG to implement, manage and administer area-wide and regional programs in the interest of the local public welfare. The costs incurred by WRCOG in implementing a program including indirect costs, shall be assessed only to those public agencies who are parties to that Implementation Agreement.

8.2 PACE Agreements; Associate Membership.

WRCOG shall be empowered to establish and operate one or more Property Assessed Clean Energy ("PACE") programs pursuant to Chapter 29 of the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code, and to enter into one or more agreements, including without limitation, participation agreements, implementation agreements and joint powers agreements and amendments thereto to fulfill such programs both within and outside the jurisdictional boundaries of WRCOG.

WRCOG, acting through its Executive Committee, shall be empowered to establish an "Associate Member" status that provides membership in WRCOG to local jurisdictions that are outside WRCOG's jurisdictional boundaries but within whose boundaries a PACE program will be established and implemented by WRCOG. Said local jurisdictions shall become Associate Members of WRCOG by adopting one or more agreements (the "PACE Agreement") on the terms and conditions established by



the Executive Committee and consistent with the requirements of the Joint Exercise of Powers Act, being 5 of Division 7, Title 1 of the California Government Code (Sections 6500 et seq.). The rights of Associate Members shall be limited solely to those terms and conditions expressly set forth in the PACE Agreement for the purposes of implementing the PACE program within their jurisdictional boundaries. Except as expressly provided for by the PACE Agreement, Associate Members shall not have any rights otherwise granted to WRCOG's members by this Agreement, including but not limited to the right to vote, right to amend this Agreement, and right to sit on committees or boards established under this Agreement or by action of the Executive Committee or the General Assembly, including, without limitation, the General Assembly and the Executive Committee.

## IX

### MISCELLANEOUS

#### 9.1 Amendments.

This Agreement may be amended with the approval of not less than two-thirds (2/3) of all member agencies.

9.2 Notice.

Any notice or instrument required to be given or delivered by depositing the same in any United States Post Office, registered or certified, postage prepaid, addressed to the addresses of the parties as shown on Exhibit "A", shall be deemed to have been received by the party to whom the same is addressed at the expiration of seventy-two (72) hours after deposit of the same in the United States Post Office for transmission by registered or certified mail as aforesaid.

9.3 Effective Date.

This Agreement shall be effective and WRCOG shall exist from and after such date as this Agreement has been executed by any seven or more of the public agencies, including the County of Riverside, as listed on page 1 hereof.



9.4 Arbitration.

Any controversy or claim between any two or more parties to this Agreement, or between any such party or parties and WRCOG, with respect to disputes, demands, differences, controversies, or misunderstandings arising in relation to interpretation of this Agreement, or any breach thereof, shall be submitted to and determined by arbitration. The party desiring to initiate arbitration shall give notice of its intention to arbitrate to every other party to this Agreement and to the Executive Director of the Council. Such notice shall designate as "respondents" such other parties as the initiating party intends to have bound by any award made therein. Any party not so designated but which desires to join in the arbitration may, within ten (10) days of service upon it of such notice, file with all other parties and with the Executive Director of the Council a response indicating its intention to join in and to be bound by the results of the arbitration, and further designating any other parties it wishes to name as a respondent. Within twenty (20) days of the service of the initial demand for arbitration, the initiating party and the respondent or respondents shall each designate a person to act as an arbitrator. The designated arbitrators shall mutually designate the minimal number of additional persons as arbitrators as may be necessary to create an odd total number of arbitrators but not less than three to serve as arbitrator(s).

The arbitrators shall proceed to arbitrate the matter in accordance with the provisions of Title 9 of Part 3 of the Code of Civil Procedure, Section 1280 et. seq. The parties to this Agreement agree that the decision of the arbitrators will be binding and will not be subject to judicial review except on the ground that the arbitrators have exceeded the scope of their authority.

9.5 Partial Invalidity.

If any one or more of the terms, provisions, sections, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, sections, promises, covenants and conditions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

9.6 Successors.

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

9.7 Assignment.

The parties hereto shall not assign any rights or obligations under this Agreement without written consent of all other parties.

9.8 Execution.

The Board of Supervisors of the County of Riverside and the city councils of the cities enumerated herein have each authorized execution of this Agreement as evidenced by the authorized signatures below, respectively.



Original Members Agencies

1. City of Banning
2. City of Beaumont (withdrawn)
3. City of Calimesa
4. City of Canyon Lake
5. City of Corona
6. City of Hemet
7. City of Lake Elsinore
8. City of Moreno Valley
9. City of Murrieta
10. City of Norco
11. City of Perris
12. City of Riverside
13. City of San Jacinto
14. City of Temecula
15. County of Riverside

Additional City Members

1. City of Eastvale (added on 08/02/2010, Resolution 01-11)
2. City of Jurupa Valley (added on 07/29/2011, Resolution 02-12)
3. City of Menifee (added on 10/06/2008, Resolution 03-09)
4. City of Wildomar (added on 08/04/2008, Resolution 01-09)

**THE WESTERN RIVERSIDE  
COUNCIL OF GOVERNMENTS**

Participating Agencies

5. Eastern Municipal Water District (membership on the Governing Board of WRCOG, 05/11/2009)
6. Western Municipal Water District (membership on the Governing Board of WRCOG, 05/11/2009)
7. Riverside County Superintendent of Schools (membership as an ex-officio, advisory member of WRCOG, 11/07/2011)
8. Morongo Band of Mission Indians (membership as an ex-officio, advisory member of WRCOG, 6/4/2013)



**BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT, STATE OF CALIFORNIA**

Certified copy of portion of proceedings, Meeting of June 9, 2015

RESOLUTION NO. 15-60

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF HUMBOLDT  
CONSENTING TO INCLUSION OF PROPERTIES WITHIN THE COUNTY'S  
UNINCORPORATED AREA IN THE CALIFORNIA HOME FINANCE AUTHORITY  
PROGRAM TO FINANCE RENEWABLE ENERGY GENERATION, ENERGY AND WATER  
EFFICIENCY IMPROVEMENTS AND ELECTRIC VEHICLE CHARGING  
INFRASTRUCTURE**

**WHEREAS**, the California Home Finance Authority ("Authority") is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the "Act") and the Joint Powers Agreement entered into on July 1, 1993, as amended from time to time (the "Authority JPA"); and

**WHEREAS**, the Authority is in the process of amending the Authority JPA to formally change its name to the Golden State Finance Authority; and

**WHEREAS**, the Authority has established a Property-Assessed Clean Energy financing program (the "Authority PACE Program") to provide for the financing of renewable energy generation, energy and water efficiency improvements and electric vehicle charging infrastructure (the "Improvements") pursuant to Chapter 29 of the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code ("Chapter 29") within counties and cities throughout the State of California that elect to participate in such program; and

**WHEREAS**, the County of Humboldt (the "County") is committed to development of renewable energy generation and energy and water efficiency improvements, reduction of greenhouse gases, and protection of the environment; and

**WHEREAS**, in Chapter 29, the Legislature has authorized cities and counties to assist property owners in financing the cost of installing Improvements through a voluntary contractual assessment program; and

**WHEREAS**, installation of such Improvements by property owners within the jurisdictional boundaries of the counties and cities that are participating in the Authority PACE Program would promote the purposes cited above; and

**WHEREAS**, the County wishes to provide innovative solutions to its property owners to achieve energy and water efficiency and in doing so cooperate with Authority in order to efficiently and economically assist property owners within the unincorporated area of the County in financing such Improvements; and

**WHEREAS**, Authority has established the Authority PACE Program, which is such a voluntary contractual assessment program, as permitted by the Act, and the Authority JPA, originally made and entered into July 1, 1993, as amended to date, to assist property owners within the unincorporated area of the County in financing the cost of installing Improvements; and



**BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT, STATE OF CALIFORNIA**

Certified copy of portion of proceedings, Meeting of June 9, 2015

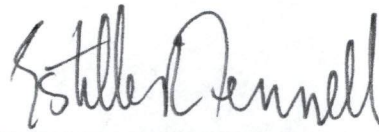
**RESOLUTION NO. 15-60**

**WHEREAS**, the County will not be responsible for the conduct of any assessment proceedings; or the issuance, sale or administration of any bonds issued in connection with the Authority PACE Program.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of the County of Humboldt as follows:

1. This Board of Supervisors finds and declares that properties in the County's unincorporated area will be benefited by the availability of the Authority PACE Program to finance the installation of the Improvements.
2. This Board of Supervisors consents to inclusion in the Authority PACE Program of all of the properties in the unincorporated area within the County and to the Improvements, upon the request by and execution of the voluntary contractual assessment of owners of such properties, in compliance with the laws, rules and regulations applicable to such program; and to the assumption of jurisdiction thereover by Authority for the purposes thereof.
3. The consent of this Board of Supervisors constitutes assent to the assumption of jurisdiction by Authority for all purposes of the Authority PACE Program and authorizes Authority, upon satisfaction of the conditions imposed in this resolution, to take each and every step required for or suitable for financing the Improvements, and the issuance and enforcement of bonds to represent such contractual assessments; provided, however, that the County shall assist in the levying, collecting and enforcement of the contractual assessments to finance the Improvements.
4. County staff is authorized and directed to coordinate with Authority staff to facilitate operation of the Authority PACE Program within the County, and report back periodically to this Board of Supervisors on the success of such program.
5. This Resolution shall take effect immediately upon its adoption. The Clerk of the Board of Supervisors is directed to send a certified copy of this resolution to the Secretary of the Authority.

Dated: June 9, 2015



ESTELLE FENNELL, Chair  
Humboldt County Board of Supervisors

Adopted on motion by Supervisor Bohn, seconded by Supervisor Bass, and the following vote:

AYES:	Supervisors	Sundberg, Lovelace, Bohn, Fennell, Bass
NAYS:	Supervisors	--
ABSENT:	Supervisors	--
ABSTAIN:	Supervisors	--



**BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT, STATE OF CALIFORNIA**

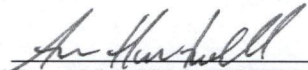
Certified copy of portion of proceedings, Meeting of June 9, 2015

RESOLUTION NO. 15-60

STATE OF CALIFORNIA    )  
County of Humboldt    )

I, KATHY HAYES, Clerk of the Board of Supervisors, County of Humboldt, State of California, do hereby certify the foregoing to be a full, true, and correct copy of the original made in the above-entitled matter by said Board of Supervisors at a meeting held in Eureka, California as the same now appears of record in my Office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said Board of Supervisors.

  
\_\_\_\_\_  
By ANA HARTWELL

Deputy Clerk of the Board of Supervisors of the  
County of Humboldt, State of California

**BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT, STATE OF CALIFORNIA**

Certified copy of portion of proceedings, Meeting of June 9, 2015

**RESOLUTION NO. 15-61**

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF HUMBOLDT  
CONSENTING TO INCLUSION OF PROPERTIES WITHIN THE COUNTY'S  
JURISDICTION IN THE CALIFORNIA HOME FINANCE AUTHORITY COMMUNITY  
FACILITIES DISTRICT NO. 2014-1 (CLEAN ENERGY) TO FINANCE RENEWABLE  
ENERGY IMPROVEMENTS, ENERGY EFFICIENCY AND WATER CONSERVATION  
IMPROVEMENTS AND ELECTRIC VEHICLE CHARGING INFRASTRUCTURE**

**WHEREAS**, the California Home Finance Authority ("Authority") is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) and the Joint Powers Agreement entered into on July 1, 1993, as amended from time to time (the "Authority JPA"); and

**WHEREAS**, the Authority is in the process of amending the Authority JPA to formally change its name to the Golden State Finance Authority; and

**WHEREAS**, the Authority has established Community Facilities District No. 2014-1 (Clean Energy) in accordance with the Mello-Roos Community Facilities Act, set forth in sections 53311 through 53368.3 of the California Government Code (the "Act"), and particularly in accordance with sections 53313.5(1) and 53328.1(a) (the "District"); and

**WHEREAS**, the purpose of the District is to finance or refinance (including the payment of interest) the acquisition, installation, and improvement of energy efficiency, water conservation, renewable energy and electric vehicle charging infrastructure improvements permanently affixed to private or publicly-owned real property (the "Authorized Improvements"); and

**WHEREAS**, the County of Humboldt (the "County") is committed to development of renewable energy sources and energy efficiency and water conservation improvements, reduction of greenhouse gases, and protection of the environment; and

**WHEREAS**, in the Act, the Legislature has authorized a parcel within the territory of the District to annex to the District and be subject to the special tax levy of the District only (i) if the city or county within which the parcel is located has consented, by the adoption of a resolution by the applicable city council or county board of supervisors, to the inclusion of parcels within its boundaries in the District and (ii) with the unanimous written approval of the owner or owners of the parcel when it is annexed (the "Unanimous Approval Agreement"), which, as provided in section 53329.6 of the Act, shall constitute the election required by the California Constitution; and

**WHEREAS**, the County wishes to provide innovative solutions to its property owners to achieve energy efficiency and water conservation, and in doing so cooperate with Authority in order to efficiently and economically assist property owners within the unincorporated area of the County in financing such Authorized Improvements; and



**BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT, STATE OF CALIFORNIA**

Certified copy of portion of proceedings, Meeting of June 9, 2015

**RESOLUTION NO. 15-61**

**WHEREAS**, the Authority has established the District, as permitted by the Act, and the Authority JPA, originally made and entered into July 1, 1993, as amended to date to assist property owners within the unincorporated area of the County in financing the cost of installing Authorized Improvements.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of the County of Humboldt as follows:

1. This Board of Supervisors finds and declares that properties in the County's unincorporated area will be benefited by the availability of the Authority CFD No. 2014-1 (Clean Energy) to finance the installation of the Authorized Improvements.
2. This Board of Supervisors consents to inclusion in the Authority CFD No. 2014-1 (Clean Energy) of all of the properties in the unincorporated area within the County and to the Authorized Improvements, upon the request of and execution of the Unanimous Approval Agreement by- the owners of such properties when such properties are annexed, in compliance with the laws, rules and regulations applicable to such program; and to the assumption of jurisdiction thereover by Authority for the purposes thereof.
3. The consent of this Board of Supervisors constitutes assent to the assumption of jurisdiction by Authority for all purposes of the Authority CFD No. 2014-1 (Clean Energy) and authorizes Authority, upon satisfaction of the conditions imposed in this resolution, to take each and every step required for or suitable for financing the Authorized Improvements, provided, however, that the County shall assist in the levying, collecting and enforcement of the special tax lien to finance the Authorized Improvements.
4. County staff is authorized and directed to coordinate with Authority staff to facilitate operation of the Authority CFD No. 2014-1 (Clean Energy) within the County, and report back periodically to this Board of Supervisors on the success of such program.
5. This Resolution shall take effect immediately upon its adoption. The Clerk of the Board of Supervisors is directed to send a certified copy of this resolution to the Secretary of the Authority.

Dated: June 9, 2015



ESTELLE FENNELL, Chair  
Humboldt County Board of Supervisors

Adopted on motion by Supervisor Bohn, seconded by Supervisor Bass, and the following vote:

AYES:	Supervisors	Sundberg, Lovelace, Bohn, Fennell, Bass
NAYS:	Supervisors	--
ABSENT:	Supervisors	--
ABSTAIN:	Supervisors	--

**BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT, STATE OF CALIFORNIA**

Certified copy of portion of proceedings, Meeting of June 9, 2015

RESOLUTION NO. 15-61

STATE OF CALIFORNIA    )  
County of Humboldt        )

I, KATHY HAYES, Clerk of the Board of Supervisors, County of Humboldt, State of California, do hereby certify the foregoing to be a full, true, and correct copy of the original made in the above-entitled matter by said Board of Supervisors at a meeting held in Eureka, California as the same now appears of record in my Office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said Board of Supervisors.

  
By ANA HARTWELL

Deputy Clerk of the Board of Supervisors of the  
County of Humboldt, State of California



**BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT, STATE OF CALIFORNIA**

Certified copy of portion of proceedings, Meeting of June 9, 2015

RESOLUTION NO. 15-62

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF HUMBOLDT  
APPROVING AND AUTHORIZING EXECUTION OF AN AGREEMENT FOR COLLECTION  
OF SPECIAL TAXES AND CONTRACTUAL ASSESSMENTS**

**WHEREAS**, the California Home Finance Authority ("Authority"), which is in the process of formally changing its name to Golden State Finance Authority, is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the "Act") and the Joint Powers Agreement entered into on July 1, 1993, as amended from time to time (the "Authority JPA"); and

**WHEREAS**, the Authority has established a Property-Assessed Clean Energy financing program (the "Authority PACE Program") for residential, commercial, industrial and agricultural properties to address high up-front costs for property owners who wish to improve their properties through installation of measures that will generate renewable energy or reduce their energy and water use; and

**WHEREAS**, Section 29142 of the Government Code provides that when taxes or assessments are collected by a county for any special district, or zone, or improvement district thereof, excluding a school district, the Board of Supervisors may provide for a collection fee for such services; and

**WHEREAS**, Section 29304 of the Government Code provides that whenever any special assessment or special assessment taxes are levied upon land or real property by any city, county, district or other public corporation, and the same are to be collected by a county, there shall be added to the amount of the special assessment or special assessment tax an amount fixed by agreement between the county and city, district, public corporation, officer, or body for each special assessment or special assessment tax to be collected; and

**WHEREAS**, special assessments are not taxes under the California State Constitution but are levies upon the real property (land or land and improvements) in a district for the purpose of paying for improvements or special services, the amount of the levy being based upon the benefits accruing to the property as a result of the improvements or services; and whether a particular charge is a tax or a special assessment is not governed by the designation thereof in the statute providing therefor but is governed by the nature of the imposition; and

**WHEREAS**, the Authority has requested, and it is in the public interest, that the County of Humboldt (the "County") collect on the County tax rolls the special taxes, fees, and assessments for the Authority; and

**WHEREAS**, the Authority and County desire to enter into an agreement whereby the special taxes and assessments for the Authority will be collected by the County at the same time and in the same manner as County taxes are collected and the Authority will pay to the County the fees for such collection; and



**BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT, STATE OF CALIFORNIA**

Certified copy of portion of proceedings, Meeting of June 9, 2015

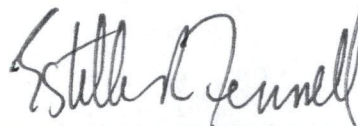
**RESOLUTION NO. 15-62**

**WHEREAS**, except as agreed to by separate contract, the County will not be responsible for the conduct of any assessment proceedings; the levy and collection of assessments or any required remedial action in the case of delinquencies in the payment of any assessments or the issuance, sale or administration of any bonds issued in connection with the Authority PACE Program..

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of the County of Humboldt as follows:

1. The Board of Supervisors hereby approves the Agreement for Collection of Special Taxes and Contractual Assessments ("Agreement"), between the County and the Authority, in substantially the form attached hereto and incorporated herein by reference.
2. The Board of Supervisors hereby authorizes and directs the County Administrative Officer, in cooperation with the Authority, to prepare and execute the Agreement, subject to any conforming or clarifying changes as may be approved by County Administrative Officer and the County Counsel.
3. The Board of Supervisors further authorizes and directs the County Administrative Officer, or designee, to take such actions as are necessary to perform the obligations of the County under the Agreement, including without limitation such actions as are necessary for the County to collect the special taxes and special assessments for the Authority at the same time and in the same manner as County taxes are collected.
4. This Resolution shall take effect immediately upon its adoption. The Clerk of the Board of Supervisors is directed to send a certified copy of this resolution to the Secretary of the Authority.

Dated: June 9, 2015



ESTELLE FENNELL, Chair  
Humboldt County Board of Supervisors

Adopted on motion by Supervisor Bohn, seconded by Supervisor Bass, and the following vote:

AYES:	Supervisors	Sundberg, Lovelace, Bohn, Fennell, Bass
NAYS:	Supervisors	--
ABSENT:	Supervisors	--
ABSTAIN:	Supervisors	--



**BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT, STATE OF CALIFORNIA**

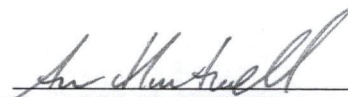
Certified copy of portion of proceedings, Meeting of June 9, 2015

RESOLUTION NO. 15-62

STATE OF CALIFORNIA    )  
County of Humboldt        )

I, KATHY HAYES, Clerk of the Board of Supervisors, County of Humboldt, State of California, do hereby certify the foregoing to be a full, true, and correct copy of the original made in the above-entitled matter by said Board of Supervisors at a meeting held in Eureka, California as the same now appears of record in my Office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said Board of Supervisors.



By ANA HARTWELL  
Deputy Clerk of the Board of Supervisors of the  
County of Humboldt, State of California

AGREEMENT FOR COLLECTION OF SPECIAL TAXES  
AND CONTRACTUAL ASSESSMENTS  
BY AND BETWEEN  
COUNTY OF HUMBOLDT  
AND  
CALIFORNIA HOME FINANCE AUTHORITY

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between the County of Humboldt, hereinafter referred to as the "County," and the California Home Finance Authority (with formal name change to Golden State Finance Authority currently pending), a joint powers authority, hereinafter referred to as the "Authority."

WHEREAS, the Authority has established a Property-Assessed Clean Energy financing program ("Authority PACE Program") for residential, commercial, industrial and agricultural properties to address high up-front costs for property owners who wish to improve their properties through installation of measures that will generate renewable energy or reduce their energy and water use; and

WHEREAS, the parties desire to enter into an agreement whereby special taxes or special assessments for the Authority will be collected by the Humboldt County Treasurer-Tax Collector at the same time and in the same manner as County taxes are collected and the Authority will pay to the County the fees for collection hereinafter set forth; and

WHEREAS, Section 29142 of the California Government Code provides that when taxes or assessments are collected by a county for any special district, or zone, or improvement district thereof, excluding a school district, the board of supervisors may provide for a collection fee for such services; and

WHEREAS, Section 29304 of the California Government Code provides that whenever any special assessment or special assessment taxes are levied upon land or real property by any city, county, district or other public corporation, and the same are to be collected by a county tax collector, there shall be added to the amount of the special assessment or special assessment tax an amount fixed by agreement between the county and city, district, public corporation, officer, or body for each special assessment or special assessment tax to be collected; and

WHEREAS, special assessments are not taxes under the California State Constitution but are levies upon the real property (land or land and improvements) in a district for the purpose of paying for improvements or special services, the amount of the levy being based upon the benefits accruing to the property as a result of the improvements or services; whether a particular charge is a tax or a special assessment is not governed by the designation thereof in the statute providing therefor but is governed by the nature of the imposition; and

WHEREAS, it is recognized that special assessments may be levied on a fixed charge or dollar amount basis, determined by applying a special assessment rate to a specific lot or parcel in a prescribed area; and



WHEREAS, the parties to this Agreement desire to provide for the imposition of a collection fee for fixed charge special taxes and assessments and for correction of errors; and

WHEREAS, the Authority has requested, and it is in the public interest that the Humboldt County Treasurer-Tax Collector collect on the County tax rolls the special taxes, fees, and assessments for the Authority; and

WHEREAS, **except as agreed to by separate contract**, the County will not be responsible for the conduct of any assessment proceedings; the levy and collection of assessments or any required remedial action in the case of delinquencies in the payment of any assessments or the issuance, sale or administration of any bonds issued in connection with the Authority PACE Program.

NOW THEREFORE, the parties agree as follows:

1. Collection Services. The Humboldt County Treasurer-Tax Collector will collect for the Authority all Authority special taxes and fixed charge special assessments entered on the Humboldt County assessment roll and levied by or on behalf of the Authority, said taxes and assessments to be collected at the same time and in the same manner as County taxes are collected and all laws applicable to the levy, collection and enforcement of County taxes shall be and are hereby made applicable to such taxes and assessments.

2. Collection Fee. Unless otherwise provided by law, a collection fee of \$\_\_\_ per parcel shall be imposed for each special tax, fee or assessment that is to be collected on the County tax rolls by the Humboldt County Treasurer-Tax Collector for the Authority.

3. Transmission of Information. On or before August 10th of each year (unless an earlier date is specified by law) the Authority shall certify and deliver to the Humboldt County Auditor-Controller an assessment roll showing the amount of the special tax or assessment against each parcel of land (which shall be designated by tax-rate area and assessment number, i.e., parcel number appearing on the Humboldt County Secured Assessment Roll) to be collected by the Humboldt County Treasurer-Tax Collector for the Authority. In cases where the Authority levies a fixed charge special tax or assessment which is to be collected in installments over a period of years, the Authority shall compute annually the amount due as to each parcel shown on the Humboldt County Secured Assessment Roll for the year in which it is to be collected and shall deliver to the Humboldt County Auditor-Controller annually on or before August 10th (unless an earlier date is specified by law) the assessment roll showing the installment against each such parcel of land to be collected by the Humboldt County Treasurer-Tax Collector for the Authority.

4. Certification to County. The Authority shall certify to the Humboldt County Auditor-Controller the fixed charge special taxes, fees, or assessments in a dollar amount to be applied on each parcel of real property, which parcel shall be designated by the assessment (i.e., parcel) number shown on the Humboldt County Secured Assessment Roll for the year in which the special tax, fee or assessment is to be collected.



5. Verification by Authority. It shall be the obligation of the Authority prior to the time of delivery to the Humboldt County Auditor-Controller of the fixed charge special tax or assessment roll to check the Humboldt County Secured Assessment Roll, after it is filed by the Humboldt County Assessor with the Humboldt County Auditor-Controller, (July 1; Revenue and Taxation Code, Section 617) to verify that the parcel numbers on the assessment roll for fixed charge special taxes or assessments certified by the Authority correspond with the assessment (i.e., parcel) numbers shown on the Humboldt County Secured Assessment Roll. Any changes in special tax or assessment data previously certified to the Humboldt County Auditor-Controller by the Authority, which occur as a result of such verification, shall be certified by the Authority to the Humboldt County Auditor-Controller no later than August 10th.

6. Submission of Data in Machine Readable Form. The performance by the Humboldt County Treasurer-Tax Collector of the collection function for a charge as provided for in paragraph 2 above is conditioned upon the delivery by the Authority to the Humboldt County Auditor-Controller of the required data and information for the collection of fixed charge special taxes or assessments in such "machine readable form" as may be acceptable to the Humboldt County Auditor-Controller for use in the County's electronic data processing equipment. In the event the information is not submitted in such machine-readable form, the Humboldt County Auditor-Controller may reject the data and notify the Authority to submit such information in the acceptable machine-readable form. Annually, prior to July 1st, the Humboldt County Auditor-Controller will furnish the Authority with the format of the machine readable information necessary to process the special tax and/or assessment.

7. Incorrect Information. The Humboldt County Auditor-Controller will not be obligated to enter on the Humboldt County assessment roll, nor will the Humboldt County Treasurer-Tax Collector be obligated to collect, fixed charge special taxes or assessments where the Authority has furnished incorrect assessment numbers, i.e., assessment or parcel numbers which do not correspond with assessment or parcel numbers shown on the Humboldt County Secured Assessment Roll to which such assessments are to be added, or where the Authority has not furnished the information at the time or in the form specified. In such cases the Humboldt County Auditor-Controller may return the assessment to the Authority. If the Authority determines that the assessment is to be placed on the Humboldt County Secured Assessment Roll for an ensuing year, the Authority may certify the information to the Humboldt County Auditor-Controller between July 1st and August 10th of the ensuing year.

8. Charge for Correction of Errors. After the roll has been delivered by the Humboldt County Assessor to the Humboldt County-Auditor Controller (on or before the fourth Monday in September pursuant to California Revenue and Taxation Code, Section 2601) a charge will be made by the Humboldt County Auditor-Controller to the Authority for each fixed charge special assessment, corrected or deleted. Said charge shall be \$\_\_\_ for each account (assessment or parcel number) on the Humboldt County Secured Assessment Roll for which there is a deletion or correction, resulting from errors in information or data furnished by the Authority, such as the furnishing by the Authority to the Humboldt County Auditor-Controller of incorrect amounts or incorrect parcel numbers. The amount of the charges for such corrections will be deducted by the Humboldt County Auditor-Controller from the total special taxes or assessments collected by the Humboldt County Treasurer-Tax Collector for the Authority.



9. Charge for Sale and Deed to Authority. The Authority will pay to the County any expense incurred by the County in the event the Humboldt County Treasurer-Tax Collector is required to sell or deed lands to the Authority, rather than to the State, for nonpayment of special taxes or assessments.

10. Modification of Collection Fees and Charges. The County reserves the right to increase or decrease any charges herein provided in proportion to any changes in costs incurred by the Humboldt County Auditor-Controller and/or the Humboldt County Treasurer-Tax Collector in providing the services described herein, provided that written notice of any increase or decrease in charges shall be given by the Humboldt County Auditor-Controller to the Authority on or before May 15th of any year during the term of this Agreement.

11. Term of Agreement. The term of this Agreement shall begin upon execution by both parties and shall remain in full force and effect for five (5) years, unless sooner terminated as provided for herein.

12. Termination. This Agreement may be terminated by either party by giving written notice to the other party at least thirty (30) days prior to July 1<sup>st</sup> of any year during the term of this Agreement.

13. Notices. Any and all notices required to be given pursuant to the terms of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

County: County of Humboldt  
Attn: County Administrative Officer  
825 Fifth Street, Room 112  
Eureka, CA 95501

Consultant: California Home Finance Authority  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

14. Indemnification. The Authority agrees to defend and indemnify the County, its agents, officers and employees from any demands, liability, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (collectively, "Claims") arising from the County's performance under this Agreement. However, the Authority shall have no obligation to defend or indemnify the County from any Claims if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of the County or its agents or employees.

15. Third Party Beneficiaries. The only parties entitled to enforce the terms of this Agreement are COUNTY and AUTHORITY. No right or benefit, direct or indirect, is given to any third parties.



16. Compliance with Laws. Each party hereto agrees to comply with all applicable local, state and federal laws and regulations, in the performance of their obligations hereunder.

17. Severability. If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

18. Assignment. Neither party shall assign, either in whole or in part, its rights or obligations under this Agreement. Any assignment in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement.

19. Agreement Shall Bind Successors. All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and assigns.

20. Waiver of Default. The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

21. Non-Liability of County Officials and Employees. No official or employee of County shall be personally liable for any default or liability under this Agreement.

22. Amendment. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

23. Jurisdiction and Venue. This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder or relating to this Agreement shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 and 395.

24. Interpretation. This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

25. Independent Construction. The titles of the sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any provision of this Agreement.

26. Conflicting Terms or Conditions. To the extent that there is any conflict between the terms of this Agreement and the terms of any other agreements in place between County and Authority, the terms of this Agreement shall prevail.

27. Force Majeure. Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of



God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

28. Entire Agreement. This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in its entirety any and all prior agreements of the parties.

29. Authority to Execute. Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2015:

**COUNTY OF HUMBOLDT**

By: \_\_\_\_\_  
Phillip Smith-Hanes  
County Administrative Officer  
(Pursuant to the authority delegated by the Humboldt  
County Board of Supervisors on June 9, 2015)

Date: \_\_\_\_\_

**CALIFORNIA HOME FINANCE AUTHORITY**

By: \_\_\_\_\_  
[Name]  
[Title]

Date: \_\_\_\_\_