

E xhibit B

**JOINT EXERCISE OF POWERS AGREEMENT
RELATING TO THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY**

THIS AGREEMENT, dated as of January 1, 2004, among the parties executing this Agreement (all such parties, except those which have withdrawn as provided herein, are referred to as the "Members" and those parties initially executing this Agreement are referred to as the "Initial Members"):

WITNESSETH

WHEREAS, pursuant to Title 1, Division 7, Chapter 5 of the California Government Code (in effect as of the date hereof and as the same may from time to time be amended or supplemented, the "Joint Exercise of Powers Act"), two or more public agencies may by agreement jointly exercise any power common to the contracting parties; and

WHEREAS, each of the Members is a "public agency" as that term is defined in Section 6500 of the Joint Exercise of Powers Act; and

WHEREAS, each of the Members is empowered by law to promote economic, cultural and community development, including, without limitation, the promotion of opportunities for the creation or retention of employment, the stimulation of economic activity, the increase of the tax base, and the promotion of opportunities for education, cultural improvement and public health, safety and general welfare; and

WHEREAS, each of the Members may accomplish the purposes and objectives described in the preceding preamble by various means, including through making grants, loans or providing other financial assistance to governmental and nonprofit organizations; and

WHEREAS, each Member is also empowered by law to acquire and dispose of real property for a public purpose; and

WHEREAS, the Joint Exercise of Powers Act authorizes the Members to create a joint exercise of powers entity with the authority to exercise any powers common to the Members, as specified in this Agreement and to exercise the additional powers granted to it in the Joint Exercise of Powers Act and any other applicable provisions of the laws of the State of California; and

WHEREAS, a public entity established pursuant to the Joint Exercise of Powers Act is empowered to issue or execute bonds, notes, commercial paper or any other evidences of indebtedness, including leases or installment sale agreements or certificates of participation therein (herein "Bonds"), and to otherwise undertake financing programs under the Joint Exercise of Powers Act or other applicable provisions of the laws of the State of California to accomplish its public purposes; and

**JOINT EXERCISE OF POWERS AGREEMENT
RELATING TO THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY**

THIS AGREEMENT, dated as of January 1, 2004, among the parties executing this Agreement (all such parties, except those which have withdrawn as provided herein, are referred to as the "Members" and those parties initially executing this Agreement are referred to as the "Initial Members");

WITNESSETH

WHEREAS, pursuant to Title 1, Division 7, Chapter 5 of the California Government Code (in effect as of the date hereof and as the same may from time to time be amended or supplemented, the "Joint Exercise of Powers Act"), two or more public agencies may by agreement jointly exercise any power common to the contracting parties; and

WHEREAS, each of the Members is a "public agency" as that term is defined in Section 6500 of the Joint Exercise of Powers Act; and

WHEREAS, each of the Members is empowered by law to promote economic, cultural and community development, including, without limitation, the promotion of opportunities for the creation or retention of employment, the stimulation of economic activity, the increase of the tax base, and the promotion of opportunities for education, cultural improvement and public health, safety and general welfare; and

WHEREAS, each of the Members may accomplish the purposes and objectives described in the preceding preamble by various means, including through making grants, loans or providing other financial assistance to governmental and nonprofit organizations; and

WHEREAS, each Member is also empowered by law to acquire and dispose of real property for a public purpose; and

WHEREAS, the Joint Exercise of Powers Act authorizes the Members to create a joint exercise of powers entity with the authority to exercise any powers common to the Members, as specified in this Agreement and to exercise the additional powers granted to it in the Joint Exercise of Powers Act and any other applicable provisions of the laws of the State of California; and

WHEREAS, a public entity established pursuant to the Joint Exercise of Powers Act is empowered to issue or execute bonds, notes, commercial paper or any other evidences of indebtedness, including leases or installment sale agreements or certificates of participation therein (herein "Bonds"), and to otherwise undertake financing programs under the Joint Exercise of Powers Act or other applicable provisions of the laws of the State of California to accomplish its public purposes; and

**JOINT EXERCISE OF POWERS AGREEMENT
RELATING TO THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY**

THIS AGREEMENT, dated as of January 1, 2004, among the parties executing this Agreement (all such parties, except those which have withdrawn as provided herein, are referred to as the "Members" and those parties initially executing this Agreement are referred to as the "Initial Members");

WITNESSETH

WHEREAS, pursuant to Title 1, Division 7, Chapter 5 of the California Government Code (in effect as of the date hereof and as the same may from time to time be amended or supplemented, the "Joint Exercise of Powers Act"), two or more public agencies may by agreement jointly exercise any power common to the contracting parties; and

WHEREAS, each of the Members is a "public agency" as that term is defined in Section 6500 of the Joint Exercise of Powers Act; and

WHEREAS, each of the Members is empowered by law to promote economic, cultural and community development, including, without limitation, the promotion of opportunities for the creation or retention of employment, the stimulation of economic activity, the increase of the tax base, and the promotion of opportunities for education, cultural improvement and public health, safety and general welfare; and

WHEREAS, each of the Members may accomplish the purposes and objectives described in the preceding preamble by various means, including through making grants, loans or providing other financial assistance to governmental and nonprofit organizations; and

WHEREAS, each Member is also empowered by law to acquire and dispose of real property for a public purpose; and

WHEREAS, the Joint Exercise of Powers Act authorizes the Members to create a joint exercise of powers entity with the authority to exercise any powers common to the Members, as specified in this Agreement and to exercise the additional powers granted to it in the Joint Exercise of Powers Act and any other applicable provisions of the laws of the State of California; and

WHEREAS, a public entity established pursuant to the Joint Exercise of Powers Act is empowered to issue or execute bonds, notes, commercial paper or any other evidences of indebtedness, including leases or installment sale agreements or certificates of participation therein (herein "Bonds"), and to otherwise undertake financing programs under the Joint Exercise of Powers Act or other applicable provisions of the laws of the State of California to accomplish its public purposes; and

WHEREAS, the Members have determined to specifically authorize a public entity authorized pursuant to the Joint Exercise of Powers Act to issue Bonds pursuant to the Joint Exercise of Powers Act or other applicable provisions of the laws of the State of California; and

WHEREAS, it is the desire of the Members to use a public entity established pursuant to the Joint Exercise of Powers Act to undertake the financing and/or refinancing of projects of any nature, including, but not limited to, capital or working capital projects, insurance, liability or retirement programs or facilitating Members use of existing or new financial instruments and mechanisms; and

WHEREAS, it is further the intention of the Members that the projects undertaken will result in significant public benefits to the inhabitants of the jurisdictions of the Members; and

WHEREAS, by this Agreement, each Member desires to create and establish the "California Municipal Finance Authority" for the purposes set forth herein and to exercise the powers provided herein;

NOW, THEREFORE, the Members, for and in consideration of the mutual promises and agreements herein contained, do agree as follows:

Section 1. Purpose.

This Agreement is made pursuant to the provisions of the Joint Exercise of Powers Act. The purpose of this Agreement is to establish a public entity for the joint exercise of powers common to the Members and for the exercise of additional powers given to a joint powers entity under the Joint Powers Act or any other applicable law, including, but not limited to, the issuance of Bonds for any purpose or activity permitted under the Joint Exercise of Powers Act or any other applicable law. Such purpose will be accomplished and said power exercised in the manner hereinafter set forth.

Section 2. Term.

This Agreement shall become effective in accordance with Section 17 as of the date hereof and shall continue in full force and effect until such time as it is terminated in writing by all the Members; provided, however, that this Agreement shall not terminate or be terminated until all Bonds issued or caused to be issued by the Authority (defined below) shall no longer be outstanding under the terms of the indenture, trust agreement or other instrument pursuant to which such Bonds are issued, or unless a successor to the Authority assumes all of the Authority's debts, liabilities and obligations.

Section 3. Authority.

A. CREATION AND POWERS OF AUTHORITY.

Pursuant to the Joint Exercise of Powers Act, there is hereby created a public entity to be known as the "California Municipal Finance Authority" (the "Authority"), and said Authority shall be a public entity separate and apart from the Members. Its

WHEREAS, the Members have determined to specifically authorize a public entity authorized pursuant to the Joint Exercise of Powers Act to issue Bonds pursuant to the Joint Exercise of Powers Act or other applicable provisions of the laws of the State of California; and

WHEREAS, it is the desire of the Members to use a public entity established pursuant to the Joint Exercise of Powers Act to undertake the financing and/or refinancing of projects of any nature, including, but not limited to, capital or working capital projects, insurance, liability or retirement programs or facilitating Members use of existing or new financial instruments and mechanisms; and

WHEREAS, it is further the intention of the Members that the projects undertaken will result in significant public benefits to the inhabitants of the jurisdictions of the Members; and

WHEREAS, by this Agreement, each Member desires to create and establish the "California Municipal Finance Authority" for the purposes set forth herein and to exercise the powers provided herein;

NOW, THEREFORE, the Members, for and in consideration of the mutual promises and agreements herein contained, do agree as follows:

Section 1. Purpose.

This Agreement is made pursuant to the provisions of the Joint Exercise of Powers Act. The purpose of this Agreement is to establish a public entity for the joint exercise of powers common to the Members and for the exercise of additional powers given to a joint powers entity under the Joint Powers Act or any other applicable law, including, but not limited to, the issuance of Bonds for any purpose or activity permitted under the Joint Exercise of Powers Act or any other applicable law. Such purpose will be accomplished and said power exercised in the manner hereinafter set forth.

Section 2. Term.

This Agreement shall become effective in accordance with Section 17 as of the date hereof and shall continue in full force and effect until such time as it is terminated in writing by all the Members; provided, however, that this Agreement shall not terminate or be terminated until all Bonds issued or caused to be issued by the Authority (defined below) shall no longer be outstanding under the terms of the indenture, trust agreement or other instrument pursuant to which such Bonds are issued, or unless a successor to the Authority assumes all of the Authority's debts, liabilities and obligations.

Section 3. Authority.

A. CREATION AND POWERS OF AUTHORITY.

Pursuant to the Joint Exercise of Powers Act, there is hereby created a public entity to be known as the "California Municipal Finance Authority" (the "Authority"), and said Authority shall be a public entity separate and apart from the Members. Its

WHEREAS, the Members have determined to specifically authorize a public entity authorized pursuant to the Joint Exercise of Powers Act to issue Bonds pursuant to the Joint Exercise of Powers Act or other applicable provisions of the laws of the State of California; and

WHEREAS, it is the desire of the Members to use a public entity established pursuant to the Joint Exercise of Powers Act to undertake the financing and/or refinancing of projects of any nature, including, but not limited to, capital or working capital projects, insurance, liability or retirement programs or facilitating Members use of existing or new financial instruments and mechanisms; and

WHEREAS, it is further the intention of the Members that the projects undertaken will result in significant public benefits to the inhabitants of the jurisdictions of the Members; and

WHEREAS, by this Agreement, each Member desires to create and establish the "California Municipal Finance Authority" for the purposes set forth herein and to exercise the powers provided herein;

NOW, THEREFORE, the Members, for and in consideration of the mutual promises and agreements herein contained, do agree as follows:

Section 1. Purpose.

This Agreement is made pursuant to the provisions of the Joint Exercise of Powers Act. The purpose of this Agreement is to establish a public entity for the joint exercise of powers common to the Members and for the exercise of additional powers given to a joint powers entity under the Joint Powers Act or any other applicable law, including, but not limited to, the issuance of Bonds for any purpose or activity permitted under the Joint Exercise of Powers Act or any other applicable law. Such purpose will be accomplished and said power exercised in the manner hereinafter set forth.

Section 2. Term.

This Agreement shall become effective in accordance with Section 17 as of the date hereof and shall continue in full force and effect until such time as it is terminated in writing by all the Members; provided, however, that this Agreement shall not terminate or be terminated until all Bonds issued or caused to be issued by the Authority (defined below) shall no longer be outstanding under the terms of the indenture, trust agreement or other instrument pursuant to which such Bonds are issued, or unless a successor to the Authority assumes all of the Authority's debts, liabilities and obligations.

Section 3. Authority.

A. CREATION AND POWERS OF AUTHORITY.

Pursuant to the Joint Exercise of Powers Act, there is hereby created a public entity to be known as the "California Municipal Finance Authority" (the "Authority"), and said Authority shall be a public entity separate and apart from the Members. Its

debts, liabilities and obligations do not constitute debts, liabilities or obligations of any Members.

B. BOARD.

The Authority shall be administered by the Board of Directors (the "Board," or the "Directors" and each a "Director") of the California Foundation for Stronger Communities, a nonprofit public benefit corporation organized under the laws of the State of California (the "Foundation"), with each such Director serving in his or her individual capacity as a Director of the Board. The Board shall be the administering agency of this Agreement and, as such, shall be vested with the powers set forth herein, and shall administer this Agreement in accordance with the purposes and functions provided herein. The number of Directors, the appointment of Directors, alternates and successors, their respective terms of office, and all other provisions relating to the qualification and office of the Directors shall be as provided in the Articles and Bylaws of the Foundation, or by resolution of the Board adopted in accordance with the Bylaws of the Foundation.

All references in this Agreement to any Director shall be deemed to refer to and include the applicable alternate Director, if any, when so acting in place of a regularly appointed Director.

Directors may receive reasonable compensation for serving as such, and shall be entitled to reimbursement for any expenses actually incurred in connection with serving as a Director, if the Board shall determine that such expenses shall be reimbursed and there are unencumbered funds available for such purpose.

The Foundation may be removed as administering agent hereunder and replaced at any time by amendment of this Agreement approved as provided in Section 16; provided that a successor administering agent of this Agreement has been appointed and accepted its duties and responsibilities under this Agreement.

C. OFFICERS; DUTIES; OFFICIAL BONDS.

The officers of the Authority shall be the Chair, Vice-Chair, Secretary and Treasurer (defined below). The Board, in its capacity as administering agent of this Agreement, shall elect a Chair, a Vice-Chair, and a Secretary of the Authority from among Directors to serve until such officer is re-elected or a successor to such office is elected by the Board. The Board shall appoint one or more of its officers or employees to serve as treasurer, auditor, and controller of the Authority (the "Treasurer") pursuant to Section 6505.6 of the Joint Exercise of Powers Act to serve until such officer is re-elected or a successor to such office is elected by the Board.

Subject to the applicable provisions of any resolution, indenture, trust agreement or other instrument or proceeding authorizing or securing Bonds (each such resolution, indenture, trust agreement, instrument and proceeding being herein referred to as an "Indenture") providing for a trustee or other fiscal agent, and except as may otherwise be

debts, liabilities and obligations do not constitute debts, liabilities or obligations of any Members.

B. BOARD.

The Authority shall be administered by the Board of Directors (the "Board," or the "Directors" and each a "Director") of the California Foundation for Stronger Communities, a nonprofit public benefit corporation organized under the laws of the State of California (the "Foundation"), with each such Director serving in his or her individual capacity as a Director of the Board. The Board shall be the administering agency of this Agreement and, as such, shall be vested with the powers set forth herein, and shall administer this Agreement in accordance with the purposes and functions provided herein. The number of Directors, the appointment of Directors, alternates and successors, their respective terms of office, and all other provisions relating to the qualification and office of the Directors shall be as provided in the Articles and Bylaws of the Foundation, or by resolution of the Board adopted in accordance with the Bylaws of the Foundation.

All references in this Agreement to any Director shall be deemed to refer to and include the applicable alternate Director, if any, when so acting in place of a regularly appointed Director.

Directors may receive reasonable compensation for serving as such, and shall be entitled to reimbursement for any expenses actually incurred in connection with serving as a Director, if the Board shall determine that such expenses shall be reimbursed and there are unencumbered funds available for such purpose.

The Foundation may be removed as administering agent hereunder and replaced at any time by amendment of this Agreement approved as provided in Section 16; provided that a successor administering agent of this Agreement has been appointed and accepted its duties and responsibilities under this Agreement.

C. OFFICERS; DUTIES; OFFICIAL BONDS.

The officers of the Authority shall be the Chair, Vice-Chair, Secretary and Treasurer (defined below). The Board, in its capacity as administering agent of this Agreement, shall elect a Chair, a Vice-Chair, and a Secretary of the Authority from among Directors to serve until such officer is re-elected or a successor to such office is elected by the Board. The Board shall appoint one or more of its officers or employees to serve as treasurer, auditor, and controller of the Authority (the "Treasurer") pursuant to Section 6505.6 of the Joint Exercise of Powers Act to serve until such officer is re-elected or a successor to such office is elected by the Board.

Subject to the applicable provisions of any resolution, indenture, trust agreement or other instrument or proceeding authorizing or securing Bonds (each such resolution, indenture, trust agreement, instrument and proceeding being herein referred to as an "Indenture") providing for a trustee or other fiscal agent, and except as may otherwise be

debts, liabilities and obligations do not constitute debts, liabilities or obligations of any Members.

B. BOARD.

The Authority shall be administered by the Board of Directors (the "Board," or the "Directors" and each a "Director") of the California Foundation for Stronger Communities, a nonprofit public benefit corporation organized under the laws of the State of California (the "Foundation"), with each such Director serving in his or her individual capacity as a Director of the Board. The Board shall be the administering agency of this Agreement and, as such, shall be vested with the powers set forth herein, and shall administer this Agreement in accordance with the purposes and functions provided herein. The number of Directors, the appointment of Directors, alternates and successors, their respective terms of office, and all other provisions relating to the qualification and office of the Directors shall be as provided in the Articles and Bylaws of the Foundation, or by resolution of the Board adopted in accordance with the Bylaws of the Foundation.

All references in this Agreement to any Director shall be deemed to refer to and include the applicable alternate Director, if any, when so acting in place of a regularly appointed Director.

Directors may receive reasonable compensation for serving as such, and shall be entitled to reimbursement for any expenses actually incurred in connection with serving as a Director, if the Board shall determine that such expenses shall be reimbursed and there are unencumbered funds available for such purpose.

The Foundation may be removed as administering agent hereunder and replaced at any time by amendment of this Agreement approved as provided in Section 16; provided that a successor administering agent of this Agreement has been appointed and accepted its duties and responsibilities under this Agreement.

C. OFFICERS; DUTIES; OFFICIAL BONDS.

The officers of the Authority shall be the Chair, Vice-Chair, Secretary and Treasurer (defined below). The Board, in its capacity as administering agent of this Agreement, shall elect a Chair, a Vice-Chair, and a Secretary of the Authority from among Directors to serve until such officer is re-elected or a successor to such office is elected by the Board. The Board shall appoint one or more of its officers or employees to serve as treasurer, auditor, and controller of the Authority (the "Treasurer") pursuant to Section 6505.6 of the Joint Exercise of Powers Act to serve until such officer is re-elected or a successor to such office is elected by the Board.

Subject to the applicable provisions of any resolution, indenture, trust agreement or other instrument or proceeding authorizing or securing Bonds (each such resolution, indenture, trust agreement, instrument and proceeding being herein referred to as an "Indenture") providing for a trustee or other fiscal agent, and except as may otherwise be

specified by resolution of the Board, the Treasurer is designated as the depository of the Authority to have custody of all money of the Authority, from whatever source derived and shall have the powers, duties and responsibilities specified in Sections 6505, 6505.5 and 6509.5 of the Joint Exercise of Powers Act.

The Treasurer of the Authority is designated as the public officer or person who has charge of, handles, or has access to any property of the Authority, and such officer shall file an official bond with the Secretary of the Authority in the amount specified by resolution of the Board but in no event less than \$1,000.

The Board shall have the power to appoint such other officers and employees as it may deem necessary and to retain independent counsel, consultants and accountants.

The Board shall have the power, by resolution, to the extent permitted by the Joint Exercise of Power Act or any other applicable law, to delegate any of its functions to one or more of the Directors or officers, employees or agents of the Authority and to cause any of said Directors, officers, employees or agents to take any actions and execute any documents or instruments for and in the name and on behalf of the Board or the Authority.

D. MEETINGS OF THE BOARD.

(1) Ralph M. Brown Act.

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

(2) Regular Meetings.

The Board shall provide for its regular meetings; provided, however, it shall hold at least one regular meeting each year. The date, hour and place of the holding of the regular meetings shall be fixed by resolution of the Board. To the extent permitted by the Brown Act, such meetings may be held by telephone conference.

(3) Special Meetings.

Special meetings of the Board may be called in accordance with the provisions of Section 54956 of the Government Code of the State of California. To the extent permitted by the Brown Act, such meetings may be held by telephone conference.

specified by resolution of the Board, the Treasurer is designated as the depository of the Authority to have custody of all money of the Authority, from whatever source derived and shall have the powers, duties and responsibilities specified in Sections 6505, 6505.5 and 6509.5 of the Joint Exercise of Powers Act.

The Treasurer of the Authority is designated as the public officer or person who has charge of, handles, or has access to any property of the Authority, and such officer shall file an official bond with the Secretary of the Authority in the amount specified by resolution of the Board but in no event less than \$1,000.

The Board shall have the power to appoint such other officers and employees as it may deem necessary and to retain independent counsel, consultants and accountants.

The Board shall have the power, by resolution, to the extent permitted by the Joint Exercise of Power Act or any other applicable law, to delegate any of its functions to one or more of the Directors or officers, employees or agents of the Authority and to cause any of said Directors, officers, employees or agents to take any actions and execute any documents or instruments for and in the name and on behalf of the Board or the Authority.

D. MEETINGS OF THE BOARD.

(1) Ralph M. Brown Act.

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

(2) Regular Meetings.

The Board shall provide for its regular meetings; provided, however, it shall hold at least one regular meeting each year. The date, hour and place of the holding of the regular meetings shall be fixed by resolution of the Board. To the extent permitted by the Brown Act, such meetings may be held by telephone conference.

(3) Special Meetings.

Special meetings of the Board may be called in accordance with the provisions of Section 54956 of the Government Code of the State of California. To the extent permitted by the Brown Act, such meetings may be held by telephone conference.

specified by resolution of the Board, the Treasurer is designated as the depository of the Authority to have custody of all money of the Authority, from whatever source derived and shall have the powers, duties and responsibilities specified in Sections 6505, 6505.5 and 6509.5 of the Joint Exercise of Powers Act.

The Treasurer of the Authority is designated as the public officer or person who has charge of, handles, or has access to any property of the Authority, and such officer shall file an official bond with the Secretary of the Authority in the amount specified by resolution of the Board but in no event less than \$1,000.

The Board shall have the power to appoint such other officers and employees as it may deem necessary and to retain independent counsel, consultants and accountants.

The Board shall have the power, by resolution, to the extent permitted by the Joint Exercise of Power Act or any other applicable law, to delegate any of its functions to one or more of the Directors or officers, employees or agents of the Authority and to cause any of said Directors, officers, employees or agents to take any actions and execute any documents or instruments for and in the name and on behalf of the Board or the Authority.

D. MEETINGS OF THE BOARD.

(1) Ralph M. Brown Act.

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

(2) Regular Meetings.

The Board shall provide for its regular meetings; provided, however, it shall hold at least one regular meeting each year. The date, hour and place of the holding of the regular meetings shall be fixed by resolution of the Board. To the extent permitted by the Brown Act, such meetings may be held by telephone conference.

(3) Special Meetings.

Special meetings of the Board may be called in accordance with the provisions of Section 54956 of the Government Code of the State of California. To the extent permitted by the Brown Act, such meetings may be held by telephone conference.

(4) Minutes.

The Secretary of the Authority shall cause to be kept minutes of the regular, adjourned regular, special, and adjourned special meetings of the Board and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Director.

(5) Quorum.

A majority of the Board shall constitute a quorum for the transaction of business. No action may be taken by the Board except upon the affirmative vote of a majority of the Directors constituting a quorum, except that less than a quorum may adjourn a meeting to another time and place.

E. RULES AND REGULATIONS.

The Authority may adopt, from time to time, by resolution of the Board such rules and regulations for the conduct of its meetings and affairs as may be required.

Section 4. Powers.

The Authority shall have the power, in its own name, to exercise the common powers of the Members and to exercise all additional powers given to a joint powers entity under any of the laws of the State of California, including, but not limited to, the Joint Exercise of Powers Act, for any purpose authorized under this Agreement. Such powers shall include the common powers specified in this Agreement and may be exercised in the manner and according to the method provided in this Agreement. The Authority is hereby authorized to do all acts necessary for the exercise of such power, including, but not limited to, any of all of the following: to make and enter into contracts; to employ agents and employees; to acquire, construct, provide for maintenance and operation of, or maintain and operate, any buildings, works or improvements; to acquire, hold or dispose of property wherever located; to incur debts, liabilities or obligations; to receive gifts, contributions and donations of property, funds, services, and other forms of assistance from person, firms, corporations and any governmental entity; to sue and be sued in its own name; to make grants, loans or provide other financial assistance to governmental and nonprofit organizations (e.g., the Members or the Foundation) to accomplish any of its purposes; and generally to do any and all things necessary or convenient to accomplish its purposes.

Without limiting the generality of the foregoing, the Authority may issue or cause to be issued Bonds, and pledge any property or revenues as security to the extent permitted under the Joint Exercise of Powers Act, or any other applicable provision of law; provided, however, the Authority shall not issue Bonds with respect to any project located in the jurisdiction of one or more Members unless the governing body of any such Member, or its duly authorized representative, shall approve, conditionally or unconditionally, the project, including the issuance of Bonds therefor. Such approval may be evidenced by resolution, certificate, order, report or such other means of written approval of such project as may be selected by the Member (or its authorized representative) whose approval is required. No such approval shall be required in

(4) Minutes.

The Secretary of the Authority shall cause to be kept minutes of the regular, adjourned regular, special, and adjourned special meetings of the Board and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Director.

(5) Quorum.

A majority of the Board shall constitute a quorum for the transaction of business. No action may be taken by the Board except upon the affirmative vote of a majority of the Directors constituting a quorum, except that less than a quorum may adjourn a meeting to another time and place.

E. RULES AND REGULATIONS.

The Authority may adopt, from time to time, by resolution of the Board such rules and regulations for the conduct of its meetings and affairs as may be required.

Section 4. Powers.

The Authority shall have the power, in its own name, to exercise the common powers of the Members and to exercise all additional powers given to a joint powers entity under any of the laws of the State of California, including, but not limited to, the Joint Exercise of Powers Act, for any purpose authorized under this Agreement. Such powers shall include the common powers specified in this Agreement and may be exercised in the manner and according to the method provided in this Agreement. The Authority is hereby authorized to do all acts necessary for the exercise of such power, including, but not limited to, any of all of the following: to make and enter into contracts; to employ agents and employees; to acquire, construct, provide for maintenance and operation of, or maintain and operate, any buildings, works or improvements; to acquire, hold or dispose of property wherever located; to incur debts, liabilities or obligations; to receive gifts, contributions and donations of property, funds, services, and other forms of assistance from person, firms, corporations and any governmental entity; to sue and be sued in its own name; to make grants, loans or provide other financial assistance to governmental and nonprofit organizations (e.g., the Members or the Foundation) to accomplish any of its purposes; and generally to do any and all things necessary or convenient to accomplish its purposes.

Without limiting the generality of the foregoing, the Authority may issue or cause to be issued Bonds, and pledge any property or revenues as security to the extent permitted under the Joint Exercise of Powers Act, or any other applicable provision of law; provided, however, the Authority shall not issue Bonds with respect to any project located in the jurisdiction of one or more Members unless the governing body of any such Member, or its duly authorized representative, shall approve, conditionally or unconditionally, the project, including the issuance of Bonds therefor. Such approval may be evidenced by resolution, certificate, order, report or such other means of written approval of such project as may be selected by the Member (or its authorized representative) whose approval is required. No such approval shall be required in

(4) Minutes.

The Secretary of the Authority shall cause to be kept minutes of the regular, adjourned regular, special, and adjourned special meetings of the Board and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Director.

(5) Quorum.

A majority of the Board shall constitute a quorum for the transaction of business. No action may be taken by the Board except upon the affirmative vote of a majority of the Directors constituting a quorum, except that less than a quorum may adjourn a meeting to another time and place.

E. RULES AND REGULATIONS.

The Authority may adopt, from time to time, by resolution of the Board such rules and regulations for the conduct of its meetings and affairs as may be required.

Section 4. Powers.

The Authority shall have the power, in its own name, to exercise the common powers of the Members and to exercise all additional powers given to a joint powers entity under any of the laws of the State of California, including, but not limited to, the Joint Exercise of Powers Act, for any purpose authorized under this Agreement. Such powers shall include the common powers specified in this Agreement and may be exercised in the manner and according to the method provided in this Agreement. The Authority is hereby authorized to do all acts necessary for the exercise of such power, including, but not limited to, any of all of the following: to make and enter into contracts; to employ agents and employees; to acquire, construct, provide for maintenance and operation of, or maintain and operate, any buildings, works or improvements; to acquire, hold or dispose of property wherever located; to incur debts, liabilities or obligations; to receive gifts, contributions and donations of property, funds, services, and other forms of assistance from person, firms, corporations and any governmental entity; to sue and be sued in its own name; to make grants, loans or provide other financial assistance to governmental and nonprofit organizations (e.g., the Members or the Foundation) to accomplish any of its purposes; and generally to do any and all things necessary or convenient to accomplish its purposes.

Without limiting the generality of the foregoing, the Authority may issue or cause to be issued Bonds, and pledge any property or revenues as security to the extent permitted under the Joint Exercise of Powers Act, or any other applicable provision of law; provided, however, the Authority shall not issue Bonds with respect to any project located in the jurisdiction of one or more Members unless the governing body of any such Member, or its duly authorized representative, shall approve, conditionally or unconditionally, the project, including the issuance of Bonds therefor. Such approval may be evidenced by resolution, certificate, order, report or such other means of written approval of such project as may be selected by the Member (or its authorized representative) whose approval is required. No such approval shall be required in

connection with Bonds that refund Bonds previously issued by the Authority and approved by the governing board of a Member.

The manner in which the Authority shall exercise its powers and perform its duties is and shall be subject to the restrictions upon the manner in which a California general law city could exercise such powers and perform such duties. The manner in which the Authority shall exercise its powers and perform its duties shall not be subject to any restrictions applicable to the manner in which any other public agency could exercise such powers or perform such duties, whether such agency is a party to this Agreement or not.

Section 5. Fiscal Year.

For the purposes of this Agreement, the term "Fiscal Year" shall mean the fiscal year as established from time to time by resolution of the Board, being, at the date of this Agreement, the period from July 1 to and including the following June 30, except for the first Fiscal Year which shall be the period from the date of this Agreement to June 30, 2004.

Section 6. Disposition of Assets.

At the end of the term hereof or upon the earlier termination of this Agreement as set forth in Section 2, after payment of all expenses and liabilities of the Authority, all property of the Authority both real and personal shall automatically vest in the Members in the manner and amount determined by the Board in its sole discretion and shall thereafter remain the sole property of the Members; provided, however, that any surplus money on hand shall be returned in proportion to the contributions made by the Members.

Section 7. Bonds.

From time to time the Authority shall issue Bonds, in one or more series, for the purpose of exercising its powers and raising the funds necessary to carry out its purposes under this Agreement.

The services of bond counsel, financing consultants and other consultants and advisors working on the projects and/or their financing shall be used by the Authority. The expenses of the Board shall be paid from the proceeds of the Bonds or any other unencumbered funds of the Authority available for such purpose.

Section 8. Bonds Only Limited and Special Obligations of Authority.

The Bonds, together with the interest and premium, if any, thereon, shall not be deemed to constitute a debt of any Member or pledge of the faith and credit of the Members or the Authority. The Bonds shall be only special obligations of the Authority, and the Authority shall under no circumstances be obligated to pay the Bonds except from revenues and other funds pledged therefor. Neither the Members nor the Authority shall be obligated to pay the principal of, premium, if any, or interest on the Bonds, or other costs incidental thereto, except from the revenues and funds pledged therefor, and neither the faith and credit nor the taxing power of the Members nor the faith and credit of the Authority shall be pledged to the payment of the

connection with Bonds that refund Bonds previously issued by the Authority and approved by the governing board of a Member.

The manner in which the Authority shall exercise its powers and perform its duties is and shall be subject to the restrictions upon the manner in which a California general law city could exercise such powers and perform such duties. The manner in which the Authority shall exercise its powers and perform its duties shall not be subject to any restrictions applicable to the manner in which any other public agency could exercise such powers or perform such duties, whether such agency is a party to this Agreement or not.

Section 5. Fiscal Year.

For the purposes of this Agreement, the term "Fiscal Year" shall mean the fiscal year as established from time to time by resolution of the Board, being, at the date of this Agreement, the period from July 1 to and including the following June 30, except for the first Fiscal Year which shall be the period from the date of this Agreement to June 30, 2004.

Section 6. Disposition of Assets.

At the end of the term hereof or upon the earlier termination of this Agreement as set forth in Section 2, after payment of all expenses and liabilities of the Authority, all property of the Authority both real and personal shall automatically vest in the Members in the manner and amount determined by the Board in its sole discretion and shall thereafter remain the sole property of the Members; provided, however, that any surplus money on hand shall be returned in proportion to the contributions made by the Members.

Section 7. Bonds.

From time to time the Authority shall issue Bonds, in one or more series, for the purpose of exercising its powers and raising the funds necessary to carry out its purposes under this Agreement.

The services of bond counsel, financing consultants and other consultants and advisors working on the projects and/or their financing shall be used by the Authority. The expenses of the Board shall be paid from the proceeds of the Bonds or any other unencumbered funds of the Authority available for such purpose.

Section 8. Bonds Only Limited and Special Obligations of Authority.

The Bonds, together with the interest and premium, if any, thereon, shall not be deemed to constitute a debt of any Member or pledge of the faith and credit of the Members or the Authority. The Bonds shall be only special obligations of the Authority, and the Authority shall under no circumstances be obligated to pay the Bonds except from revenues and other funds pledged therefor. Neither the Members nor the Authority shall be obligated to pay the principal of, premium, if any, or interest on the Bonds, or other costs incidental thereto, except from the revenues and funds pledged therefor, and neither the faith and credit nor the taxing power of the Members nor the faith and credit of the Authority shall be pledged to the payment of the

connection with Bonds that refund Bonds previously issued by the Authority and approved by the governing board of a Member.

The manner in which the Authority shall exercise its powers and perform its duties is and shall be subject to the restrictions upon the manner in which a California general law city could exercise such powers and perform such duties. The manner in which the Authority shall exercise its powers and perform its duties shall not be subject to any restrictions applicable to the manner in which any other public agency could exercise such powers or perform such duties, whether such agency is a party to this Agreement or not.

Section 5. Fiscal Year.

For the purposes of this Agreement, the term "Fiscal Year" shall mean the fiscal year as established from time to time by resolution of the Board, being, at the date of this Agreement, the period from July 1 to and including the following June 30, except for the first Fiscal Year which shall be the period from the date of this Agreement to June 30, 2004.

Section 6. Disposition of Assets.

At the end of the term hereof or upon the earlier termination of this Agreement as set forth in Section 2, after payment of all expenses and liabilities of the Authority, all property of the Authority both real and personal shall automatically vest in the Members in the manner and amount determined by the Board in its sole discretion and shall thereafter remain the sole property of the Members; provided, however, that any surplus money on hand shall be returned in proportion to the contributions made by the Members.

Section 7. Bonds.

From time to time the Authority shall issue Bonds, in one or more series, for the purpose of exercising its powers and raising the funds necessary to carry out its purposes under this Agreement.

The services of bond counsel, financing consultants and other consultants and advisors working on the projects and/or their financing shall be used by the Authority. The expenses of the Board shall be paid from the proceeds of the Bonds or any other unencumbered funds of the Authority available for such purpose.

Section 8. Bonds Only Limited and Special Obligations of Authority.

The Bonds, together with the interest and premium, if any, thereon, shall not be deemed to constitute a debt of any Member or pledge of the faith and credit of the Members or the Authority. The Bonds shall be only special obligations of the Authority, and the Authority shall under no circumstances be obligated to pay the Bonds except from revenues and other funds pledged therefor. Neither the Members nor the Authority shall be obligated to pay the principal of, premium, if any, or interest on the Bonds, or other costs incidental thereto, except from the revenues and funds pledged therefor, and neither the faith and credit nor the taxing power of the Members nor the faith and credit of the Authority shall be pledged to the payment of the

principal of, premium, if any, or interest on the Bonds nor shall the Members or the Authority in any manner be obligated to make any appropriation for such payment.

No covenant or agreement contained in any Bond or related document shall be deemed to be a covenant or agreement of any Director, or any officer, employee or agent of the Authority in his or her individual capacity and neither the Board of the Authority nor any Director or officer thereof executing the Bonds shall be liable personally on any Bond or be subject to any personal liability or accountability by reason of the issuance of any Bonds.

Section 9. Accounts and Reports.

All funds of the Authority shall be strictly accounted for. The Authority shall establish and maintain such funds and accounts as may be required by good accounting practice and by any provision of any Indenture (to the extent such duties are not assigned to a trustee of Bonds). The books and records of the Authority shall be open to inspection at all reasonable times by each Member.

The Treasurer of the Authority shall cause an independent audit to be made of the books of accounts and financial records of the Authority by a certified public accountant or public accountant in compliance with the provisions of Section 6505 of the Joint Exercise of Powers Act. In each case the minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California and shall conform to generally accepted auditing standards. When such an audit of accounts and records is made by a certified public accountant or public accountant, a report thereof shall be filed as a public record with each Member and also with the county auditor of each county in which a Member is located; provided, however, that to the extent permitted by law, the Authority may, instead of filing such report with each Member and such county auditor, elect to post such report as a public record electronically on a website designated by the Authority. Such report if made shall be filed within 12 months of the end of the Fiscal Year or Years under examination.

The Treasurer is hereby directed to report in writing on the first day of July, October, January, and April of each year to the Board and the Members which report shall describe the amount of money held by the Treasurer for the Authority, the amount of receipts since the last such report, and the amount paid out since the last such report (which may exclude amounts held by a trustee or other fiduciary in connection with any Bonds to the extent that such trustee or other fiduciary provided regular reports covering such amounts.)

Any costs of the audit, including contracts with, or employment of, certified public accountants or public accountants in making an audit pursuant to this Section, shall be borne by the Authority and shall be a charge against any unencumbered funds of the Authority available for that purpose.

In any Fiscal Year the Board may, by resolution adopted by unanimous vote, replace the annual special audit with an audit covering a two-year period.

principal of, premium, if any, or interest on the Bonds nor shall the Members or the Authority in any manner be obligated to make any appropriation for such payment.

No covenant or agreement contained in any Bond or related document shall be deemed to be a covenant or agreement of any Director, or any officer, employee or agent of the Authority in his or her individual capacity and neither the Board of the Authority nor any Director or officer thereof executing the Bonds shall be liable personally on any Bond or be subject to any personal liability or accountability by reason of the issuance of any Bonds.

Section 9. Accounts and Reports.

All funds of the Authority shall be strictly accounted for. The Authority shall establish and maintain such funds and accounts as may be required by good accounting practice and by any provision of any Indenture (to the extent such duties are not assigned to a trustee of Bonds). The books and records of the Authority shall be open to inspection at all reasonable times by each Member.

The Treasurer of the Authority shall cause an independent audit to be made of the books of accounts and financial records of the Authority by a certified public accountant or public accountant in compliance with the provisions of Section 6505 of the Joint Exercise of Powers Act. In each case the minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California and shall conform to generally accepted auditing standards. When such an audit of accounts and records is made by a certified public accountant or public accountant, a report thereof shall be filed as a public record with each Member and also with the county auditor of each county in which a Member is located; provided, however, that to the extent permitted by law, the Authority may, instead of filing such report with each Member and such county auditor, elect to post such report as a public record electronically on a website designated by the Authority. Such report if made shall be filed within 12 months of the end of the Fiscal Year or Years under examination.

The Treasurer is hereby directed to report in writing on the first day of July, October, January, and April of each year to the Board and the Members which report shall describe the amount of money held by the Treasurer for the Authority, the amount of receipts since the last such report, and the amount paid out since the last such report (which may exclude amounts held by a trustee or other fiduciary in connection with any Bonds to the extent that such trustee or other fiduciary provided regular reports covering such amounts.)

Any costs of the audit, including contracts with, or employment of, certified public accountants or public accountants in making an audit pursuant to this Section, shall be borne by the Authority and shall be a charge against any unencumbered funds of the Authority available for that purpose.

In any Fiscal Year the Board may, by resolution adopted by unanimous vote, replace the annual special audit with an audit covering a two-year period.

principal of, premium, if any, or interest on the Bonds nor shall the Members or the Authority in any manner be obligated to make any appropriation for such payment.

No covenant or agreement contained in any Bond or related document shall be deemed to be a covenant or agreement of any Director, or any officer, employee or agent of the Authority in his or her individual capacity and neither the Board of the Authority nor any Director or officer thereof executing the Bonds shall be liable personally on any Bond or be subject to any personal liability or accountability by reason of the issuance of any Bonds.

Section 9. Accounts and Reports.

All funds of the Authority shall be strictly accounted for. The Authority shall establish and maintain such funds and accounts as may be required by good accounting practice and by any provision of any Indenture (to the extent such duties are not assigned to a trustee of Bonds). The books and records of the Authority shall be open to inspection at all reasonable times by each Member.

The Treasurer of the Authority shall cause an independent audit to be made of the books of accounts and financial records of the Authority by a certified public accountant or public accountant in compliance with the provisions of Section 6505 of the Joint Exercise of Powers Act. In each case the minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California and shall conform to generally accepted auditing standards. When such an audit of accounts and records is made by a certified public accountant or public accountant, a report thereof shall be filed as a public record with each Member and also with the county auditor of each county in which a Member is located; provided, however, that to the extent permitted by law, the Authority may, instead of filing such report with each Member and such county auditor, elect to post such report as a public record electronically on a website designated by the Authority. Such report if made shall be filed within 12 months of the end of the Fiscal Year or Years under examination.

The Treasurer is hereby directed to report in writing on the first day of July, October, January, and April of each year to the Board and the Members which report shall describe the amount of money held by the Treasurer for the Authority, the amount of receipts since the last such report, and the amount paid out since the last such report (which may exclude amounts held by a trustee or other fiduciary in connection with any Bonds to the extent that such trustee or other fiduciary provided regular reports covering such amounts.)

Any costs of the audit, including contracts with, or employment of, certified public accountants or public accountants in making an audit pursuant to this Section, shall be borne by the Authority and shall be a charge against any unencumbered funds of the Authority available for that purpose.

In any Fiscal Year the Board may, by resolution adopted by unanimous vote, replace the annual special audit with an audit covering a two-year period.

Section 10. Funds.

Subject to the applicable provisions of any Indenture, which may provide for a trustee or other fiduciary to receive, have custody of and disburse Authority funds, the Treasurer of the Authority shall receive, have the custody of and disburse Authority funds pursuant to the accounting procedures developed under Sections 3.C and 9, and shall make the disbursements required by this Agreement or otherwise necessary to carry out any of the provisions of purposes of this Agreement.

Section 11. Notices.

Notices and other communications hereunder to the Members shall be sufficient if delivered to the clerk of the governing body of each Member; provided, however, that to the extent permitted by law, the Authority may, provide notices and other communications and postings electronically (including, without limitation, through email or by posting to a website).

Section 12. Additional Members/Withdrawal of Members.

Qualifying public agencies may be added as parties to this Agreement and become Members upon: (1) the filing by such public agency with the Authority of an executed counterpart of this Agreement, together with a copy of the resolution of the governing body of such public agency approving this Agreement and the execution and delivery hereof; and (2) adoption of a resolution of the Board approving the addition of such public agency as a Member. Upon satisfaction of such conditions, the Board shall file such executed counterpart of this Agreement as an amendment hereto, effective upon such filing.

A Member may withdraw from this Agreement upon written notice to the Board; provided, however, that no such withdrawal shall result in the dissolution of the Authority so long as any Bonds remain outstanding. Any such withdrawal shall be effective only upon receipt of the notice of withdrawal by the Board which shall acknowledge receipt of such notice of withdrawal in writing and shall file such notice as an amendment to this Agreement effective upon such filing.

Section 13. Indemnification.

To the full extent permitted by law, the Board may authorize indemnification by the Authority of any person who is or was a Director or an officer, employee of other agent of the Authority, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a Director or an officer, employee or other agent of the Authority, against expenses, including attorneys fees, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith in a manner such person reasonably believed to be in the best interests of the Authority and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful and, in the case of an action by or in the right of the Authority, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

Section 10. Funds.

Subject to the applicable provisions of any Indenture, which may provide for a trustee or other fiduciary to receive, have custody of and disburse Authority funds, the Treasurer of the Authority shall receive, have the custody of and disburse Authority funds pursuant to the accounting procedures developed under Sections 3.C and 9, and shall make the disbursements required by this Agreement or otherwise necessary to carry out any of the provisions of purposes of this Agreement.

Section 11. Notices.

Notices and other communications hereunder to the Members shall be sufficient if delivered to the clerk of the governing body of each Member; provided, however, that to the extent permitted by law, the Authority may, provide notices and other communications and postings electronically (including, without limitation, through email or by posting to a website).

Section 12. Additional Members/Withdrawal of Members.

Qualifying public agencies may be added as parties to this Agreement and become Members upon: (1) the filing by such public agency with the Authority of an executed counterpart of this Agreement, together with a copy of the resolution of the governing body of such public agency approving this Agreement and the execution and delivery hereof; and (2) adoption of a resolution of the Board approving the addition of such public agency as a Member. Upon satisfaction of such conditions, the Board shall file such executed counterpart of this Agreement as an amendment hereto, effective upon such filing.

A Member may withdraw from this Agreement upon written notice to the Board; provided, however, that no such withdrawal shall result in the dissolution of the Authority so long as any Bonds remain outstanding. Any such withdrawal shall be effective only upon receipt of the notice of withdrawal by the Board which shall acknowledge receipt of such notice of withdrawal in writing and shall file such notice as an amendment to this Agreement effective upon such filing.

Section 13. Indemnification.

To the full extent permitted by law, the Board may authorize indemnification by the Authority of any person who is or was a Director or an officer, employee of other agent of the Authority, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a Director or an officer, employee or other agent of the Authority, against expenses, including attorneys fees, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith in a manner such person reasonably believed to be in the best interests of the Authority and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful and, in the case of an action by or in the right of the Authority, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

Section 10. Funds.

Subject to the applicable provisions of any Indenture, which may provide for a trustee or other fiduciary to receive, have custody of and disburse Authority funds, the Treasurer of the Authority shall receive, have the custody of and disburse Authority funds pursuant to the accounting procedures developed under Sections 3.C and 9, and shall make the disbursements required by this Agreement or otherwise necessary to carry out any of the provisions of purposes of this Agreement.

Section 11. Notices.

Notices and other communications hereunder to the Members shall be sufficient if delivered to the clerk of the governing body of each Member; provided, however, that to the extent permitted by law, the Authority may, provide notices and other communications and postings electronically (including, without limitation, through email or by posting to a website).

Section 12. Additional Members/Withdrawal of Members.

Qualifying public agencies may be added as parties to this Agreement and become Members upon: (1) the filing by such public agency with the Authority of an executed counterpart of this Agreement, together with a copy of the resolution of the governing body of such public agency approving this Agreement and the execution and delivery hereof; and (2) adoption of a resolution of the Board approving the addition of such public agency as a Member. Upon satisfaction of such conditions, the Board shall file such executed counterpart of this Agreement as an amendment hereto, effective upon such filing.

A Member may withdraw from this Agreement upon written notice to the Board; provided, however, that no such withdrawal shall result in the dissolution of the Authority so long as any Bonds remain outstanding. Any such withdrawal shall be effective only upon receipt of the notice of withdrawal by the Board which shall acknowledge receipt of such notice of withdrawal in writing and shall file such notice as an amendment to this Agreement effective upon such filing.

Section 13. Indemnification.

To the full extent permitted by law, the Board may authorize indemnification by the Authority of any person who is or was a Director or an officer, employee of other agent of the Authority, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a Director or an officer, employee or other agent of the Authority, against expenses, including attorneys fees, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith in a manner such person reasonably believed to be in the best interests of the Authority and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful and, in the case of an action by or in the right of the Authority, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

Section 14. Contributions and Advances.

Contributions or advances of public funds and of the use of personnel, equipment or property may be made to the Authority by the Members for any of the purposes of this Agreement. Payment of public funds may be made to defray the cost of any such contribution or advance. Any such advance may be made subject to repayment, and in such case shall be repaid, in the manner agreed upon by the Authority and the Member making such advance at the time of such advance. It is mutually understood and agreed to that no Member has any obligation to make advances or contributions to the Authority to provide for the costs and expenses of administration of the Authority, even though any Member may do so. The Members understand and agree that a portion of the funds of the Authority that otherwise may be allocated or distributed to the Members may instead be used to make grants, loans or provide other financial assistance to governmental units and nonprofit organizations (e.g., the Foundation) to accomplish any of the governmental unit's or nonprofit organization's purposes.

Section 15. Immunities.

All of the privileges and immunities from liabilities, exemptions from laws, ordinances and rules, and other benefits which apply to the activity of officers, agents or employees of Members when performing their respective functions within the territorial limits of their respective public agencies, shall apply to the same degree and extent to the Directors, officers, employees, agents or other representatives of the Authority while engaged in the performance of any of their functions or duties under the provisions of this Agreement.

Section 16. Amendments.

Except as provided in Section 12 above, this Agreement shall not be amended, modified, or altered, unless the negative consent of each of the Members is obtained. To obtain the negative consent of each of the Members, the following negative consent procedure shall be followed: (a) the Authority shall provide each Member with a notice at least sixty (60) days prior to the date such proposed amendment is to become effective explaining the nature of such proposed amendment and this negative consent procedure; (b) the Authority shall provide each Member who did not respond a reminder notice with a notice at least thirty (30) days prior to the date such proposed amendment is to become effective; and (c) if no Member objects to the proposed amendment in writing within sixty (60) days after the initial notice, the proposed amendment shall become effective with respect to all Members.

Section 17. Effectiveness.

This Agreement shall become effective and be in full force and effect and a legal, valid and binding obligation of each of the Members on the date that the Board shall have received from two of the Initial Members an executed counterpart of this Agreement, together with a certified copy of a resolution of the governing body of each such Initial Member approving this Agreement and the execution and delivery hereof.

Section 14. Contributions and Advances.

Contributions or advances of public funds and of the use of personnel, equipment or property may be made to the Authority by the Members for any of the purposes of this Agreement. Payment of public funds may be made to defray the cost of any such contribution or advance. Any such advance may be made subject to repayment, and in such case shall be repaid, in the manner agreed upon by the Authority and the Member making such advance at the time of such advance. It is mutually understood and agreed to that no Member has any obligation to make advances or contributions to the Authority to provide for the costs and expenses of administration of the Authority, even though any Member may do so. The Members understand and agree that a portion of the funds of the Authority that otherwise may be allocated or distributed to the Members may instead be used to make grants, loans or provide other financial assistance to governmental units and nonprofit organizations (e.g., the Foundation) to accomplish any of the governmental unit's or nonprofit organization's purposes.

Section 15. Immunities.

All of the privileges and immunities from liabilities, exemptions from laws, ordinances and rules, and other benefits which apply to the activity of officers, agents or employees of Members when performing their respective functions within the territorial limits of their respective public agencies, shall apply to the same degree and extent to the Directors, officers, employees, agents or other representatives of the Authority while engaged in the performance of any of their functions or duties under the provisions of this Agreement.

Section 16. Amendments.

Except as provided in Section 12 above, this Agreement shall not be amended, modified, or altered, unless the negative consent of each of the Members is obtained. To obtain the negative consent of each of the Members, the following negative consent procedure shall be followed: (a) the Authority shall provide each Member with a notice at least sixty (60) days prior to the date such proposed amendment is to become effective explaining the nature of such proposed amendment and this negative consent procedure; (b) the Authority shall provide each Member who did not respond a reminder notice with a notice at least thirty (30) days prior to the date such proposed amendment is to become effective; and (c) if no Member objects to the proposed amendment in writing within sixty (60) days after the initial notice, the proposed amendment shall become effective with respect to all Members.

Section 17. Effectiveness.

This Agreement shall become effective and be in full force and effect and a legal, valid and binding obligation of each of the Members on the date that the Board shall have received from two of the Initial Members an executed counterpart of this Agreement, together with a certified copy of a resolution of the governing body of each such Initial Member approving this Agreement and the execution and delivery hereof.

Section 14. Contributions and Advances.

Contributions or advances of public funds and of the use of personnel, equipment or property may be made to the Authority by the Members for any of the purposes of this Agreement. Payment of public funds may be made to defray the cost of any such contribution or advance. Any such advance may be made subject to repayment, and in such case shall be repaid, in the manner agreed upon by the Authority and the Member making such advance at the time of such advance. It is mutually understood and agreed to that no Member has any obligation to make advances or contributions to the Authority to provide for the costs and expenses of administration of the Authority, even though any Member may do so. The Members understand and agree that a portion of the funds of the Authority that otherwise may be allocated or distributed to the Members may instead be used to make grants, loans or provide other financial assistance to governmental units and nonprofit organizations (e.g., the Foundation) to accomplish any of the governmental unit's or nonprofit organization's purposes.

Section 15. Immunities.

All of the privileges and immunities from liabilities, exemptions from laws, ordinances and rules, and other benefits which apply to the activity of officers, agents or employees of Members when performing their respective functions within the territorial limits of their respective public agencies, shall apply to the same degree and extent to the Directors, officers, employees, agents or other representatives of the Authority while engaged in the performance of any of their functions or duties under the provisions of this Agreement.

Section 16. Amendments.

Except as provided in Section 12 above, this Agreement shall not be amended, modified, or altered, unless the negative consent of each of the Members is obtained. To obtain the negative consent of each of the Members, the following negative consent procedure shall be followed: (a) the Authority shall provide each Member with a notice at least sixty (60) days prior to the date such proposed amendment is to become effective explaining the nature of such proposed amendment and this negative consent procedure; (b) the Authority shall provide each Member who did not respond a reminder notice with a notice at least thirty (30) days prior to the date such proposed amendment is to become effective; and (c) if no Member objects to the proposed amendment in writing within sixty (60) days after the initial notice, the proposed amendment shall become effective with respect to all Members.

Section 17. Effectiveness.

This Agreement shall become effective and be in full force and effect and a legal, valid and binding obligation of each of the Members on the date that the Board shall have received from two of the Initial Members an executed counterpart of this Agreement, together with a certified copy of a resolution of the governing body of each such Initial Member approving this Agreement and the execution and delivery hereof.

Section 18. Partial Invalidity.

If any one or more of the terms, provisions, 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, 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.

Section 19. Successors.

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, no Member may assign any right or obligation hereunder without the consent of the other Members.

Section 20. Miscellaneous.

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.

Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

This Agreement shall be governed under the laws of the State of California.

This Agreement is the complete and exclusive statement of the agreement among the Members, which supercedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between and among the Members relating to the subject matter of this Agreement.

Section 18. Partial Invalidity.

If any one or more of the terms, provisions, 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, 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.

Section 19. Successors.

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, no Member may assign any right or obligation hereunder without the consent of the other Members.

Section 20. Miscellaneous.

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.

Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

This Agreement shall be governed under the laws of the State of California.

This Agreement is the complete and exclusive statement of the agreement among the Members, which supercedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between and among the Members relating to the subject matter of this Agreement.

Section 18. Partial Invalidity.

If any one or more of the terms, provisions, 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, 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.

Section 19. Successors.

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, no Member may assign any right or obligation hereunder without the consent of the other Members.

Section 20. Miscellaneous.

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.

Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

This Agreement shall be governed under the laws of the State of California.

This Agreement is the complete and exclusive statement of the agreement among the Members, which supercedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between and among the Members relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized representatives as of the day and year first above written.

Member:

For City:

By:

[Signature]
for City Manager

Date:

8/4/04

Attest:

[Signature]
City Clerk

Date:

8/5/04

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized representatives as of the day and year first above written.

Member:

For City:

By:

[Signature]
for City Manager

Date:

8/4/04

Attest:

[Signature]
City Clerk

Date:

8/5/04

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized representatives as of the day and year first above written.

Member:

For City:

By:

[Signature]
for City Manager

Date:

8/4/04

Attest:

[Signature]
City Clerk

Date:

8/5/04

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized representatives as of the day and year first above written.

APPROVED AND/OR AUTHORIZED BY THE BOARD
OF SUPERVISORS OF THE COUNTY OF SAN DIEGO
DATE: 05-11-04 MINUTE ORDER NO: 10
THOMAS J. PASTUSZKA
CLERK OF THE BOARD OF SUPERVISORS
BY: Clare Tash
DEPUTY CLERK

COUNTY OF SAN DIEGO

By Thomas J Pastuska
Name:
Title:

Thomas J. Pastuska
Clerk of the Board of Supervisors

WILLIAM D. SMITH
8/17/04

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized representatives as of the day and year first above written.

APPROVED AND/OR AUTHORIZED BY THE BOARD
OF SUPERVISORS OF THE COUNTY OF SAN DIEGO
DATE: 05.11.04 MINUTE ORDER NO: 10
THOMAS J. PASTUSZKA
CLERK OF THE BOARD OF SUPERVISORS
BY Clare Tash
DEPUTY CLERK

COUNTY OF SAN DIEGO

By Thomas J Pastuska
Name:
Title:

Thomas J. Pastuska
Clerk of the Board of Supervisors

COMMISSIONER OF COUNTY CLERK

By William D. Smith
8/17/04

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized representatives as of the day and year first above written.

APPROVED AND/OR AUTHORIZED BY THE BOARD
OF SUPERVISORS OF THE COUNTY OF SAN DIEGO
DATE: 05.11.04 MINUTE ORDER NO: 10
THOMAS J. PASTUSZKA
CLERK OF THE BOARD OF SUPERVISORS
BY Clare Tash
DEPUTY CLERK

COUNTY OF SAN DIEGO

By Thomas J Pastuska
Name:
Title:

Thomas J. Pastuska
Clerk of the Board of Supervisors

WILLIAM D. SMITH
CLERK OF THE BOARD OF SUPERVISORS
BY William D. Smith
8/17/04

**JOINT EXERCISE OF POWERS AGREEMENT
RELATING TO THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY**

THIS AGREEMENT, dated as of January 1, 2004, among the parties executing this Agreement (all such parties, except those which have withdrawn as provided herein, are referred to as the "Members" and those parties initially executing this Agreement are referred to as the "Initial Members"):

WITNESSETH

WHEREAS, pursuant to Title 1, Division 7, Chapter 5 of the California Government Code (in effect as of the date hereof and as the same may from time to time be amended or supplemented, the "Joint Exercise of Powers Act"), two or more public agencies may by agreement jointly exercise any power common to the contracting parties; and

WHEREAS, each of the Members is a "public agency" as that term is defined in Section 6500 of the Joint Exercise of Powers Act; and

WHEREAS, each of the Members is empowered by law to promote economic, cultural and community development, including, without limitation, the promotion of opportunities for the creation or retention of employment, the stimulation of economic activity, the increase of the tax base, and the promotion of opportunities for education, cultural improvement and public health, safety and general welfare; and

WHEREAS, each of the Members may accomplish the purposes and objectives described in the preceding preamble by various means, including through making grants, loans or providing other financial assistance to governmental and nonprofit organizations; and

WHEREAS, each Member is also empowered by law to acquire and dispose of real property for a public purpose; and

WHEREAS, the Joint Exercise of Powers Act authorizes the Members to create a joint exercise of powers entity with the authority to exercise any powers common to the Members, as specified in this Agreement and to exercise the additional powers granted to it in the Joint Exercise of Powers Act and any other applicable provisions of the laws of the State of California; and

WHEREAS, a public entity established pursuant to the Joint Exercise of Powers Act is empowered to issue or execute bonds, notes, commercial paper or any other evidences of indebtedness, including leases or installment sale agreements or certificates of participation therein (herein "Bonds"), and to otherwise undertake financing programs under the Joint Exercise of Powers Act or other applicable provisions of the laws of the State of California to accomplish its public purposes; and

WHEREAS, the Members have determined to specifically authorize a public entity authorized pursuant to the Joint Exercise of Powers Act to issue Bonds pursuant to the Joint Exercise of Powers Act or other applicable provisions of the laws of the State of California; and

WHEREAS, it is the desire of the Members to use a public entity established pursuant to the Joint Exercise of Powers Act to undertake the financing and/or refinancing of projects of any nature, including, but not limited to, capital or working capital projects, insurance, liability or retirement programs or facilitating Members use of existing or new financial instruments and mechanisms; and

WHEREAS, it is further the intention of the Members that the projects undertaken will result in significant public benefits to the inhabitants of the jurisdictions of the Members; and

WHEREAS, by this Agreement, each Member desires to create and establish the "California Municipal Finance Authority" for the purposes set forth herein and to exercise the powers provided herein;

NOW, THEREFORE, the Members, for and in consideration of the mutual promises and agreements herein contained, do agree as follows:

Section 1. Purpose.

This Agreement is made pursuant to the provisions of the Joint Exercise of Powers Act. The purpose of this Agreement is to establish a public entity for the joint exercise of powers common to the Members and for the exercise of additional powers given to a joint powers entity under the Joint Powers Act or any other applicable law, including, but not limited to, the issuance of Bonds for any purpose or activity permitted under the Joint Exercise of Powers Act or any other applicable law. Such purpose will be accomplished and said power exercised in the manner hereinafter set forth.

Section 2. Term.

This Agreement shall become effective in accordance with Section 17 as of the date hereof and shall continue in full force and effect until such time as it is terminated in writing by all the Members; provided, however, that this Agreement shall not terminate or be terminated until all Bonds issued or caused to be issued by the Authority (defined below) shall no longer be outstanding under the terms of the indenture, trust agreement or other instrument pursuant to which such Bonds are issued, or unless a successor to the Authority assumes all of the Authority's debts, liabilities and obligations.

Section 3. Authority.

A. CREATION AND POWERS OF AUTHORITY.

Pursuant to the Joint Exercise of Powers Act, there is hereby created a public entity to be known as the "California Municipal Finance Authority" (the "Authority"), and said Authority shall be a public entity separate and apart from the Members. Its

debts, liabilities and obligations do not constitute debts, liabilities or obligations of any Members.

B. BOARD.

The Authority shall be administered by the Board of Directors (the "Board," or the "Directors" and each a "Director") of the California Foundation for Stronger Communities, a nonprofit public benefit corporation organized under the laws of the State of California (the "Foundation"), with each such Director serving in his or her individual capacity as a Director of the Board. The Board shall be the administering agency of this Agreement and, as such, shall be vested with the powers set forth herein, and shall administer this Agreement in accordance with the purposes and functions provided herein. The number of Directors, the appointment of Directors, alternates and successors, their respective terms of office, and all other provisions relating to the qualification and office of the Directors shall be as provided in the Articles and Bylaws of the Foundation, or by resolution of the Board adopted in accordance with the Bylaws of the Foundation.

All references in this Agreement to any Director shall be deemed to refer to and include the applicable alternate Director, if any, when so acting in place of a regularly appointed Director.

Directors may receive reasonable compensation for serving as such, and shall be entitled to reimbursement for any expenses actually incurred in connection with serving as a Director, if the Board shall determine that such expenses shall be reimbursed and there are unencumbered funds available for such purpose.

The Foundation may be removed as administering agent hereunder and replaced at any time by amendment of this Agreement approved as provided in Section 16; provided that a successor administering agent of this Agreement has been appointed and accepted its duties and responsibilities under this Agreement.

C. OFFICERS; DUTIES; OFFICIAL BONDS.

The officers of the Authority shall be the Chair, Vice-Chair, Secretary and Treasurer (defined below). The Board, in its capacity as administering agent of this Agreement, shall elect a Chair, a Vice-Chair, and a Secretary of the Authority from among Directors to serve until such officer is re-elected or a successor to such office is elected by the Board. The Board shall appoint one or more of its officers or employees to serve as treasurer, auditor, and controller of the Authority (the "Treasurer") pursuant to Section 6505.6 of the Joint Exercise of Powers Act to serve until such officer is re-elected or a successor to such office is elected by the Board.

Subject to the applicable provisions of any resolution, indenture, trust agreement or other instrument or proceeding authorizing or securing Bonds (each such resolution, indenture, trust agreement, instrument and proceeding being herein referred to as an "Indenture") providing for a trustee or other fiscal agent, and except as may otherwise be

specified by resolution of the Board, the Treasurer is designated as the depository of the Authority to have custody of all money of the Authority, from whatever source derived and shall have the powers, duties and responsibilities specified in Sections 6505, 6505.5 and 6509.5 of the Joint Exercise of Powers Act.

The Treasurer of the Authority is designated as the public officer or person who has charge of, handles, or has access to any property of the Authority, and such officer shall file an official bond with the Secretary of the Authority in the amount specified by resolution of the Board but in no event less than \$1,000.

The Board shall have the power to appoint such other officers and employees as it may deem necessary and to retain independent counsel, consultants and accountants.

The Board shall have the power, by resolution, to the extent permitted by the Joint Exercise of Power Act or any other applicable law, to delegate any of its functions to one or more of the Directors or officers, employees or agents of the Authority and to cause any of said Directors, officers, employees or agents to take any actions and execute any documents or instruments for and in the name and on behalf of the Board or the Authority.

D. MEETINGS OF THE BOARD.

(1) Ralph M. Brown Act.

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

(2) Regular Meetings.

The Board shall provide for its regular meetings; provided, however, it shall hold at least one regular meeting each year. The date, hour and place of the holding of the regular meetings shall be fixed by resolution of the Board. To the extent permitted by the Brown Act, such meetings may be held by telephone conference.

(3) Special Meetings.

Special meetings of the Board may be called in accordance with the provisions of Section 54956 of the Government Code of the State of California. To the extent permitted by the Brown Act, such meetings may be held by telephone conference.

(4) Minutes.

The Secretary of the Authority shall cause to be kept minutes of the regular, adjourned regular, special, and adjourned special meetings of the Board and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Director.

(5) Quorum.

A majority of the Board shall constitute a quorum for the transaction of business. No action may be taken by the Board except upon the affirmative vote of a majority of the Directors constituting a quorum, except that less than a quorum may adjourn a meeting to another time and place.

E. RULES AND REGULATIONS.

The Authority may adopt, from time to time, by resolution of the Board such rules and regulations for the conduct of its meetings and affairs as may be required.

Section 4. Powers.

The Authority shall have the power, in its own name, to exercise the common powers of the Members and to exercise all additional powers given to a joint powers entity under any of the laws of the State of California, including, but not limited to, the Joint Exercise of Powers Act, for any purpose authorized under this Agreement. Such powers shall include the common powers specified in this Agreement and may be exercised in the manner and according to the method provided in this Agreement. The Authority is hereby authorized to do all acts necessary for the exercise of such power, including, but not limited to, any of all of the following: to make and enter into contracts; to employ agents and employees; to acquire, construct, provide for maintenance and operation of, or maintain and operate, any buildings, works or improvements; to acquire, hold or dispose of property wherever located; to incur debts, liabilities or obligations; to receive gifts, contributions and donations of property, funds, services, and other forms of assistance from person, firms, corporations and any governmental entity; to sue and be sued in its own name; to make grants, loans or provide other financial assistance to governmental and nonprofit organizations (e.g., the Members or the Foundation) to accomplish any of its purposes; and generally to do any and all things necessary or convenient to accomplish its purposes.

Without limiting the generality of the foregoing, the Authority may issue or cause to be issued Bonds, and pledge any property or revenues as security to the extent permitted under the Joint Exercise of Powers Act, or any other applicable provision of law; provided, however, the Authority shall not issue Bonds with respect to any project located in the jurisdiction of one or more Members unless the governing body of any such Member, or its duly authorized representative, shall approve, conditionally or unconditionally, the project, including the issuance of Bonds therefor. Such approval may be evidenced by resolution, certificate, order, report or such other means of written approval of such project as may be selected by the Member (or its authorized representative) whose approval is required. No such approval shall be required in

connection with Bonds that refund Bonds previously issued by the Authority and approved by the governing board of a Member.

The manner in which the Authority shall exercise its powers and perform its duties is and shall be subject to the restrictions upon the manner in which a California general law city could exercise such powers and perform such duties. The manner in which the Authority shall exercise its powers and perform its duties shall not be subject to any restrictions applicable to the manner in which any other public agency could exercise such powers or perform such duties, whether such agency is a party to this Agreement or not.

Section 5. Fiscal Year.

For the purposes of this Agreement, the term "Fiscal Year" shall mean the fiscal year as established from time to time by resolution of the Board, being, at the date of this Agreement, the period from July 1 to and including the following June 30, except for the first Fiscal Year which shall be the period from the date of this Agreement to June 30, 2004.

Section 6. Disposition of Assets.

At the end of the term hereof or upon the earlier termination of this Agreement as set forth in Section 2, after payment of all expenses and liabilities of the Authority, all property of the Authority both real and personal shall automatically vest in the Members in the manner and amount determined by the Board in its sole discretion and shall thereafter remain the sole property of the Members; provided, however, that any surplus money on hand shall be returned in proportion to the contributions made by the Members.

Section 7. Bonds.

From time to time the Authority shall issue Bonds, in one or more series, for the purpose of exercising its powers and raising the funds necessary to carry out its purposes under this Agreement.

The services of bond counsel, financing consultants and other consultants and advisors working on the projects and/or their financing shall be used by the Authority. The expenses of the Board shall be paid from the proceeds of the Bonds or any other unencumbered funds of the Authority available for such purpose.

Section 8. Bonds Only Limited and Special Obligations of Authority.

The Bonds, together with the interest and premium, if any, thereon, shall not be deemed to constitute a debt of any Member or pledge of the faith and credit of the Members or the Authority. The Bonds shall be only special obligations of the Authority, and the Authority shall under no circumstances be obligated to pay the Bonds except from revenues and other funds pledged therefor. Neither the Members nor the Authority shall be obligated to pay the principal of, premium, if any, or interest on the Bonds, or other costs incidental thereto, except from the revenues and funds pledged therefor, and neither the faith and credit nor the taxing power of the Members nor the faith and credit of the Authority shall be pledged to the payment of the

principal of, premium, if any, or interest on the Bonds nor shall the Members or the Authority in any manner be obligated to make any appropriation for such payment.

No covenant or agreement contained in any Bond or related document shall be deemed to be a covenant or agreement of any Director, or any officer, employee or agent of the Authority in his or her individual capacity and neither the Board of the Authority nor any Director or officer thereof executing the Bonds shall be liable personally on any Bond or be subject to any personal liability or accountability by reason of the issuance of any Bonds.

Section 9. Accounts and Reports.

All funds of the Authority shall be strictly accounted for. The Authority shall establish and maintain such funds and accounts as may be required by good accounting practice and by any provision of any Indenture (to the extent such duties are not assigned to a trustee of Bonds). The books and records of the Authority shall be open to inspection at all reasonable times by each Member.

The Treasurer of the Authority shall cause an independent audit to be made of the books of accounts and financial records of the Authority by a certified public accountant or public accountant in compliance with the provisions of Section 6505 of the Joint Exercise of Powers Act. In each case the minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California and shall conform to generally accepted auditing standards. When such an audit of accounts and records is made by a certified public accountant or public accountant, a report thereof shall be filed as a public record with each Member and also with the county auditor of each county in which a Member is located; provided, however, that to the extent permitted by law, the Authority may, instead of filing such report with each Member and such county auditor, elect to post such report as a public record electronically on a website designated by the Authority. Such report if made shall be filed within 12 months of the end of the Fiscal Year or Years under examination.

The Treasurer is hereby directed to report in writing on the first day of July, October, January, and April of each year to the Board and the Members which report shall describe the amount of money held by the Treasurer for the Authority, the amount of receipts since the last such report, and the amount paid out since the last such report (which may exclude amounts held by a trustee or other fiduciary in connection with any Bonds to the extent that such trustee or other fiduciary provided regular reports covering such amounts.)

Any costs of the audit, including contracts with, or employment of, certified public accountants or public accountants in making an audit pursuant to this Section, shall be borne by the Authority and shall be a charge against any unencumbered funds of the Authority available for that purpose.

In any Fiscal Year the Board may, by resolution adopted by unanimous vote, replace the annual special audit with an audit covering a two-year period.

Section 10. Funds.

Subject to the applicable provisions of any Indenture, which may provide for a trustee or other fiduciary to receive, have custody of and disburse Authority funds, the Treasurer of the Authority shall receive, have the custody of and disburse Authority funds pursuant to the accounting procedures developed under Sections 3.C and 9, and shall make the disbursements required by this Agreement or otherwise necessary to carry out any of the provisions of purposes of this Agreement.

Section 11. Notices.

Notices and other communications hereunder to the Members shall be sufficient if delivered to the clerk of the governing body of each Member; provided, however, that to the extent permitted by law, the Authority may, provide notices and other communications and postings electronically (including, without limitation, through email or by posting to a website).

Section 12. Additional Members/Withdrawal of Members.

Qualifying public agencies may be added as parties to this Agreement and become Members upon: (1) the filing by such public agency with the Authority of an executed counterpart of this Agreement, together with a copy of the resolution of the governing body of such public agency approving this Agreement and the execution and delivery hereof; and (2) adoption of a resolution of the Board approving the addition of such public agency as a Member. Upon satisfaction of such conditions, the Board shall file such executed counterpart of this Agreement as an amendment hereto, effective upon such filing.

A Member may withdraw from this Agreement upon written notice to the Board; provided, however, that no such withdrawal shall result in the dissolution of the Authority so long as any Bonds remain outstanding. Any such withdrawal shall be effective only upon receipt of the notice of withdrawal by the Board which shall acknowledge receipt of such notice of withdrawal in writing and shall file such notice as an amendment to this Agreement effective upon such filing.

Section 13. Indemnification.

To the full extent permitted by law, the Board may authorize indemnification by the Authority of any person who is or was a Director or an officer, employee or other agent of the Authority, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a Director or an officer, employee or other agent of the Authority, against expenses, including attorneys fees, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith in a manner such person reasonably believed to be in the best interests of the Authority and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful and, in the case of an action by or in the right of the Authority, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

Section 14. Contributions and Advances.

Contributions or advances of public funds and of the use of personnel, equipment or property may be made to the Authority by the Members for any of the purposes of this Agreement. Payment of public funds may be made to defray the cost of any such contribution or advance. Any such advance may be made subject to repayment, and in such case shall be repaid, in the manner agreed upon by the Authority and the Member making such advance at the time of such advance. It is mutually understood and agreed to that no Member has any obligation to make advances or contributions to the Authority to provide for the costs and expenses of administration of the Authority, even though any Member may do so. The Members understand and agree that a portion of the funds of the Authority that otherwise may be allocated or distributed to the Members may instead be used to make grants, loans or provide other financial assistance to governmental units and nonprofit organizations (e.g., the Foundation) to accomplish any of the governmental unit's or nonprofit organization's purposes.

Section 15. Immunities.

All of the privileges and immunities from liabilities, exemptions from laws, ordinances and rules, and other benefits which apply to the activity of officers, agents or employees of Members when performing their respective functions within the territorial limits of their respective public agencies, shall apply to the same degree and extent to the Directors, officers, employees, agents or other representatives of the Authority while engaged in the performance of any of their functions or duties under the provisions of this Agreement.

Section 16. Amendments.

Except as provided in Section 12 above, this Agreement shall not be amended, modified, or altered, unless the negative consent of each of the Members is obtained. To obtain the negative consent of each of the Members, the following negative consent procedure shall be followed: (a) the Authority shall provide each Member with a notice at least sixty (60) days prior to the date such proposed amendment is to become effective explaining the nature of such proposed amendment and this negative consent procedure; (b) the Authority shall provide each Member who did not respond a reminder notice with a notice at least thirty (30) days prior to the date such proposed amendment is to become effective; and (c) if no Member objects to the proposed amendment in writing within sixty (60) days after the initial notice, the proposed amendment shall become effective with respect to all Members.

Section 17. Effectiveness.

This Agreement shall become effective and be in full force and effect and a legal, valid and binding obligation of each of the Members on the date that the Board shall have received from two of the Initial Members an executed counterpart of this Agreement, together with a certified copy of a resolution of the governing body of each such Initial Member approving this Agreement and the execution and delivery hereof.

Section 18. Partial Invalidity.

If any one or more of the terms, provisions, 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, 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.

Section 19. Successors.

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, no Member may assign any right or obligation hereunder without the consent of the other Members.

Section 20. Miscellaneous.

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.

Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

This Agreement shall be governed under the laws of the State of California.

This Agreement is the complete and exclusive statement of the agreement among the Members, which supercedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between and among the Members relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized representatives as of the day and year first above written.

Member:

For City:

By:

[Signature]
for City Manager

Date:

8/4/04

Attest:

[Signature]
City Clerk

Date:

8/5/04

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized representatives as of the day and year first above written.

APPROVED AND/OR AUTHORIZED BY THE BOARD
OF SUPERVISORS OF THE COUNTY OF SAN DIEGO
DATE: 05-11-04 MINUTE ORDER NO: 10
THOMAS J. PASTUSZKA
CLERK OF THE BOARD OF SUPERVISORS
BY: Clare Tash
DEPUTY CLERK

COUNTY OF SAN DIEGO

By Thomas J Pastuska
Name:
Title:

Thomas J. Pastuska
Clerk of the Board of Supervisors

RECEIVED FOR THE COUNTY OF SAN DIEGO
CLERK OF THE BOARD OF SUPERVISORS
William D. Smith
8/17/04

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized representatives as of the day and year set forth below.

Member:

CITY OF OAKLAND

Dated: As of January 1, 2004

By 


Name: William E. Noland

Title: Director, Finance and Management
Agency

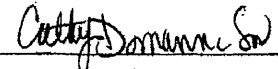
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized representatives as of the day and year first above written.

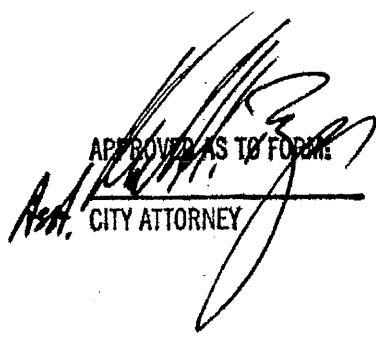
Member:

CITY OF EL SEGUNDO

By 
Name: Mary Strenh
Title: City Manager

ATTEST:

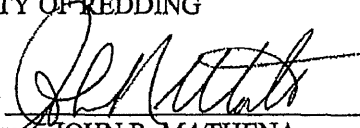
By 
Name: Cindy Mortesen
Title: City Clerk


APPROVED AS TO FORM
Asst. CITY ATTORNEY

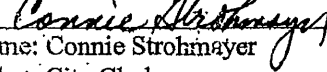
IN WITNESS WHEREOF, as attested by their duly authorized representatives, as of June 21, 2005 the City of Redding agrees to be added as a party and qualifying public agency to a certain "Joint Exercise of Powers Agreement Relating to the California Municipal Finance Authority", dated January 1, 2004 in accordance with Section 12 (Additional Members/Withdrawal of Members) of said Agreement.

Member:


CITY OF REDDING

By 
Name: JOHN R. MATHENA
Title: Mayor

ATTEST:

By 
Name: Connie Strohmayer
Title: City Clerk


APPROVED AS TO FORM:

By 
Name: Richard A. Duvernay
Title: City Attorney


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized representatives as of the day and year first above written.

Member:


CITY OF CARLSBAD

By: 
RAYMOND R. PATCHETT
City Manager

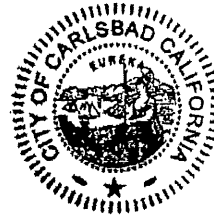
ATTEST:

By: 
LORRAINE M. WOOD
City Clerk

Approved As To Form:


RONALD R. BALL
City Attorney

2/2/06.



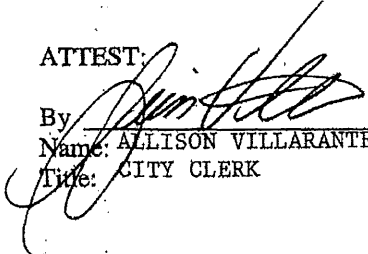
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized representatives as of the day and year first above written.

Member:

CITY OF VALLEJO

By 
Name: ROGER L. KEMP
Title: CITY MANAGER


ATTEST:

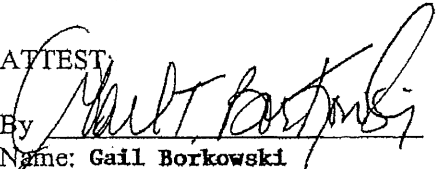
By 
Name: ALLISON VILLARANTE
Title: CITY CLERK

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized representatives as of the day and year first above written.

Member:

COUNTY OF SANTA CRUZ

By 
Name: Susan A. Mauriello
Title: County Administrative Officer

ATTEST:

By
Name: Gail Borkowski
Title: Chief Deputy
Clerk of the Board

APPROVED AS TO FORM

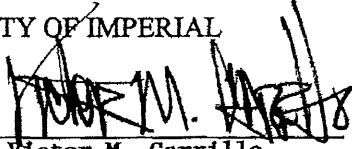

Special Counsel

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized representatives as of the day and year first above written.

Member:

COUNTY OF IMPERIAL

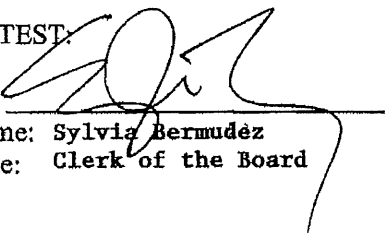
By


Name: Victor M. Carrillo

Title: Chairman, Board of Supervisors

ATTEST:

By


Name: Sylvia Bermudez

Title: Clerk of the Board

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized representatives as of the day and year first above written.

Member

COUNTY OF ALAMEDA

By: Keith Carson
Name: KEITH CARSON
Title: PRESIDENT OF THE BOARD OF SUPERVISOR
OF ALAMEDA COUNTY, CALIFORNIA

ATTEST:

By: R. Bailey
Name: Rhonda Bailey
Title: Deputy Clerk

Approved as to form:

Richard E. Winnie
County Counsel

By: Claude F. Kolm
Claude F. Kolm, Deputy County Counsel

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized representatives as of the day and year first above written.

Member:

COUNTY OF MARIN

By Susan L. Adams

Name: Susan L. Adams

Title: President, Board of Supervisors

ATTEST:

By Toni Stewart

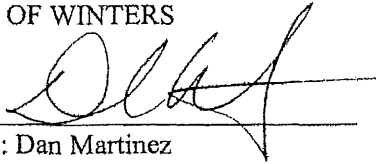
Name: Toni Stewart

Title: Deputy Clerk


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized representatives as of the day and year first above written.

Member:

CITY OF WINTERS

By 
Name: Dan Martinez
Title: Mayor

ATTEST:

By 
Name: Nanci G. Mills
Title: City Clerk

06/15/2006 11:23 FAX

JUN-15-06 10:16AM FROM-CITY OF SB FINANCE

8058871878

T-723 P.14/14 F-081

015

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized representatives as of the day and year first above written.

Member:

CITY OF SANTA BARBARA

By

Name: Robert D. Feirson

Title: Finance Director

ATTEST:

By

Name: Cynthia M. Rodriguez

Title: City Clerk Services Manager

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized representatives as of the day and year first above written.

Member:

CITY OF RED BLUFF

By Andy Houghton
Andy Houghton, Mayor

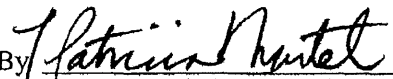
ATTEST:

By Gloria Shepherd
Gloria Shepherd, City Clerk

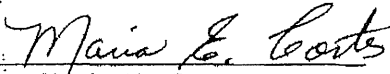
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized representatives as of the day and year first above written.

Member:

CITY OF DALY CITY

By 
Name: Patricia Martel
Title: City Manager

ATTEST:

By 
Name: Maria E. Cortes
Title: City Clerk

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized representatives as of the day and year first above written.

Member:

CITY OF CALEXICO

By Marlene D. Best
Name:
Title:


ATTEST:

By Lourdes Cordova
Name: LOURDES CORDOVA
Title: City Clerk

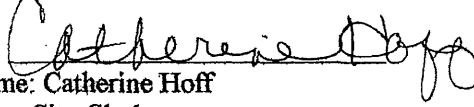
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized representatives as of the day and year first above written.

Member:

CITY OF CALIPATRIA

By 
Name: Romualdo J. Medina
Title: City Manager

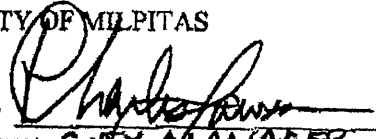
ATTEST:

By 
Name: Catherine Hoff
Title: City Clerk

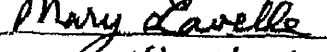
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized representatives as of the day and year first above written.

Member:

CITY OF MILPITAS

By 
Name: CITY MANAGER
Title: CHARLES LAWSON

ATTEST:

By 
Name: City Clerk
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized representatives as of the day and year first above written:

Member

CITY OF PETALUMA

By: Michael A. Birman
Name: Michael A. Birman
Title: City Manager

ATTEST:

By: Claire Cooper
Name: Claire Cooper
Title: City Clerk

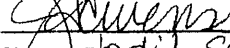
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized representatives as of the day and year first above written.

Member:

CITY OF INDUSTRY

By 
Name: David Perez
Title: Mayor

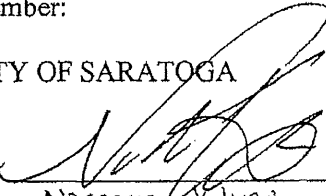
ATTEST:

By 
Name: Jodi L. Scrivens
Title: City Clerk

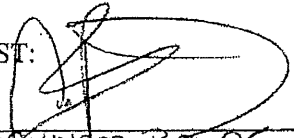
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized representatives as of the day and year first above written.

Member:

CITY OF SARATOGA

By 
Name: Norman Hine
Title: Mayor

ATTEST:

By 
Name: Kathleen Power
Title: City Clerk

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized representatives as of the day and year first above written.

Member:

WASHINGTON TOWNSHIP HOSPITAL
DISTRICT

By Nancy Farber
Name: Nancy Farber
Title: CEO

ATTEST:

By Catherine Messman
Name: Catherine Messman
Title: Treasurer

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized representatives as of the day and year first above written.

Member:

CITY OF WASCO

By 
Name:
Title:

ATTEST:

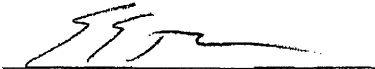
By 
Name:
Title:

October 17, 2006
Resolution # 06-2373

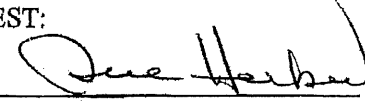
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized representatives as of the day and year first above written.

Member:

CITY OF TORRANCE

By 
Name: Eric E. Tsao
Title: Finance Director

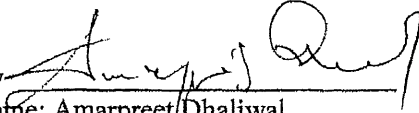
ATTEST:

By 
Name: Sue Herbers
Title: City Clerk


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized representatives as of the day and year first above written.

Member:

CITY OF SAN JOAQUIN

By 
Name: Amarpreet/Dhaliwal
Title: Mayor

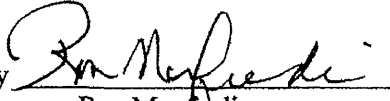
ATTEST:

By 
Name: Diana Brooks
Title: City Clerk

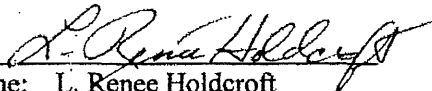
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized representatives as of the day and year first above written.

Member:

CITY OF KERMAN

By 
Name: Ron Manjedi
Title: City Manager

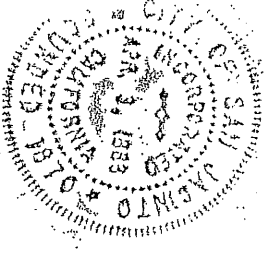
ATTEST:

By 
Name: L. Renee Holdcroft
Title: City Clerk

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized representatives as of the day and year first above written.

Member:

CITY OF SAN JACINTO



By Barry McClellan
Name: Barry McClellan
Title: City Manager

ATTEST:

By Dorothy L. Chouinard
Name: Dorothy L. Chouinard
Title: City Clerk

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized representatives as of the day and year first above written.

Member:

COUNTY OF SONOMA

By Valerie Brown

Name: Valerie Brown

Title: Chair, Board of Supervisors

ATTEST:

By Robert Deisy Borelli

Name: Robert Deis

Title: Clerk of the Board

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized representatives as of the day and year first above written.

Member:

COUNTY OF CONTRA COSTA

By 

Name:

Title:

ATTEST:

By 

Name:

Title: 

Section 20. Miscellaneous.

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.

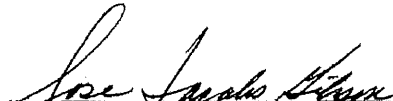
Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

This Agreement shall be governed under the laws of the State of California.

This Agreement is the complete and exclusive statement of the agreement among the Members, which supercedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between and among the Members relating to the subject matter of this Agreement.

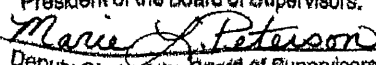
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized representatives as of the day and year first above written.

COUNTY OF SAN MATEO

BY: 
ROSE JACOBS GIBSON, PRESIDENT
BOARD OF SUPERVISORS

ATTEST:


CLERK OF THE BOARD OF SUPERVISOR

Certificate of Delivery
(Government Code Section 25103)
I certify that a copy of the original document filed in
the Office of the Clerk of the Board of Supervisors of
San Mateo County has been delivered to the
President of the Board of Supervisors.

Deputy Clerk of the Board of Supervisors

IN WITNESS WHEREOF, as of February 27, 2007, the City of Fresno, agrees to become a party to that certain "Joint Exercise of Powers Agreement Relating to the California Municipal Finance Authority," dated January 1, 2004, and, subject to the Authority Board's acceptance thereof in accordance with Section 12, the City thereby shall be a Member of the Authority.

Member:

CITY OF FRESNO

By Jean M. Rousseau
Name: JEAN M. ROUSSEAU
Title: CONTROLLER
Date: 2/27/07

APPROVED AS TO FORM:
JAMES C. SANCHEZ
City Attorney

By [Signature]
Sr. Deputy

ATTEST:
REBECCA E. KLISCH
City Clerk

By [Signature]
Deputy (2/27/07)

Certified Copy 10
City Clerk's Office
Date 2/27/07

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized representatives as of the day and year first above written.

Member:

CITY OF VERNON

By Hilario Gonzales
Name: Hilario Gonzales
Title: Mayor Pro-Tem

ATTEST:

By Manuela Giron
Name: Manuela Giron
Title: Acting City Clerk

APPROVED AS TO FORM:

Jeff A. Harrison
Jeff A. Harrison
City Attorney

IN WITNESS WHEREOF, as attested by their duly authorized representatives, as of February 27, 2007, the County of Fresno agrees to be added as a party and qualifying public agency to a certain "Joint Exercise of Powers Agreement Relating to the California Municipal Finance Authority", dated January 1, 2004, in accordance with Section 12 (Additional Member/Withdrawal of Member) of said Agreement.

COUNTY OF FRESNO:



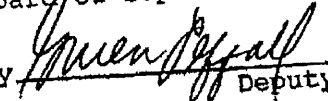
Bob Waterston, Chairman of the Board

FEB 27 2007

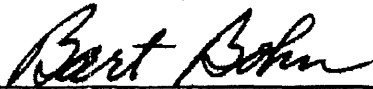
DATE

ATTEST:

BERNICE E. SEIDEL, Clerk
Board of Supervisors

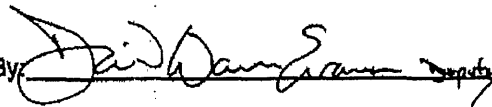
By  Deputy

REVIEWED & RECOMMENDED FOR APPROVAL:




Bart Bohn, County Administrative Officer

APPROVED AS TO LEGAL FORM:
DENNIS A. MARSHALL, COUNTY COUNSEL

By:  Deputy

APPROVED AS TO ACCOUNTING FORM:
VICKI CROW, CPA, AUDITOR-CONTROLLER/ TREASURER-TAX COLLECTOR

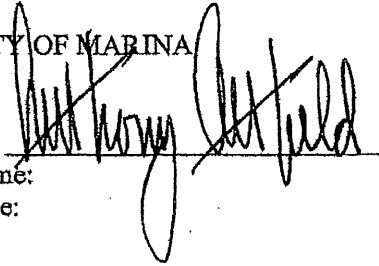
By: 

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized representatives as of the day and year first above written.

Member:

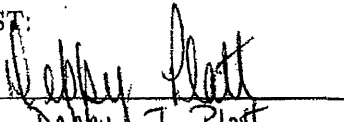
CITY OF MARINA

By _____
Name:
Title:



ATTEST:

By _____
Name:
Title:


Name: Debby J. Platt
Title: Project Manager, University Village

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized representatives as of the day and year first above written.

Member:

CITY AND COUNTY OF
SAN FRANCISCO

By _____
Name:
Title:

ATTEST:

By _____
Name:
Title:

Resolution 448-06
July 25, 2006

Section 20. Miscellaneous.

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.

Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

This Agreement shall be governed under the laws of the State of California.

This Agreement is the complete and exclusive statement of the agreement among the Members, which supercedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between and among the Members relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized representatives as of the day and year first above written.


Member:

CITY OF STOCKTON

By *J. Gordon Palmer, Jr.*
Name: J. GORDON PALMER, JR.
Title: City Manager

ATTEST:

By *Katherine Gongme Palmer*
Name: KATHERINE GONGME PALMER
Title: City Clerk



\\ODM\GRP\WIS\ECOS.FIN.FIN_Library\60301.1

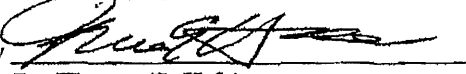
APPROVED AS TO FORM AND CONTENT
By *Eric S. Whittaker*
Deputy City Attorney

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized representatives as of the day and year first above written.

Member:

CITY OF OXNARD

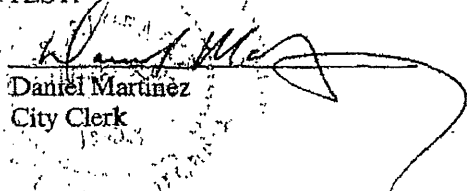
By



Dr. Thomas E. Holden
Mayor

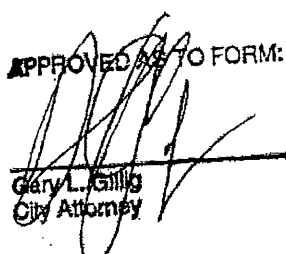
ATTEST:

By



Daniel Martinez
City Clerk

APPROVED AS TO FORM:



Gary L. Gillig
City Attorney

Section 19. Successors.

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, no Member may assign any right or obligation hereunder without the consent of the other Members.

Section 20. Miscellaneous.

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.

Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

This Agreement shall be governed under the laws of the State of California.

This Agreement is the complete and exclusive statement of the agreement among the Members, which supercedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between and among the Members relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized representatives as of the day and year first above written.

Member:

CITY OF RANCHO CORDOVA

By: Ted A. Gaebler
Ted A. Gaebler, City Manager

Dated: 3/29/07

ATTEST:


Anna Olea-Moger
Anna Olea-Moger, CMC, City Clerk

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized representatives as of the day and year first above written.


Member

CITY OF COMMERCE

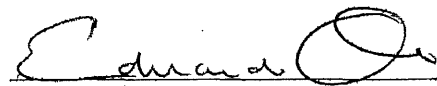
DATED: March 20, 2007


By: Robert Fierro
Title: Mayor

ATTEST:


By: Linda Kay Olivieri, MMC
Title: City Clerk

APPROVED AS TO FORM


By: Eduardo Olivo
Title: Interim City Attorney

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized representatives as of the 12 day of March, 2007.

Member:

CITY OF SAN JOSE

By Scott P. Johnson
Name: Scott P. Johnson
Title: Director of Finance

ATTEST:

By Lee Price
Name: Lee Price
Title: City Clerk

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized representatives as of the day and year first above written.

PASSED AND ADOPTED, this 17th day of April, 2007 by the following vote of the Board of Supervisors, to wit:

AYES: Vogel, Ruhstaller, Ornellas, Gutierrez, Mow

NOES: None

ABSENT: None



VICTOR MOW, CHAIRMAN
Board of Supervisors
County of San Joaquin
State of California

ATTEST: LOIS M. SAHYOUN
Clerk of the Board of Supervisors
of the County of San Joaquin,
State of California

By Caroline Garcia
Deputy Clerk



APPROVED AS TO FORM

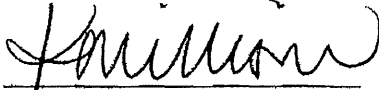


DAVID WOOTEN,
County Counsel

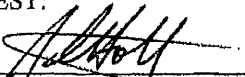
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized representatives as of the day and year first above written.

Member:

CITY OF CLOVIS

By 
Name: Kathy Millison
Title: City Manager

ATTEST:

By 
Name: John Holt
Title: City Clerk

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized representatives as of the day and year first above written.

Member:


CITY OF MENLO PARK

By Kent Steffens
Name: Kent Steffens
Title: Interim City Manager

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized representatives as of the day and year first above written.

Member:

CITY OF VACAVILLE

By 
Name: Kenneth Campo
Title: Finance Director

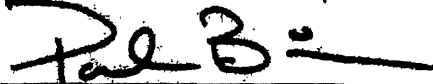
ATTEST:

By 
Name: Michelle A. Thornbrugh
Title: City Clerk

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized representatives as of the day and year first above written.

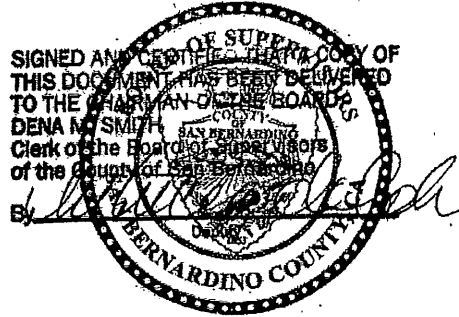
Member:

COUNTY OF SAN BERNARDINO

By 
Name: Paul Biene, Chairman
Title: Board of Supervisors

ATTEST:

By _____
Name: Dena M. Smith
Title: Clerk of the Board of Supervisors



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized representatives as of the day and year first above written.

CITY OF SHAFTER

By: Cathy L. Prout
Cathy L. Prout, Mayor

By: John D. Guinn
John D. Guinn, City Manager

ATTEST:

Dolores Robinson
Dolores Robinson, City Clerk

City of Shafter

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized representatives as of the day and year first above written.

Member:

CITY OF RANCHO CUCAMONGA

By Diane Williams 8-16-07
Name: Diane Williams
Title: Mayor Pro Tem


ATTEST:

By 
Name:
Title:

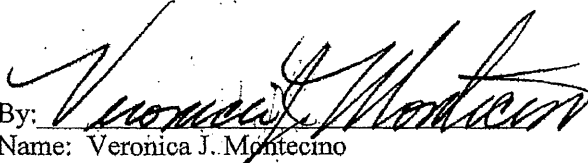
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized representatives as of the date and year first above written.

Member:

CITY OF LA QUINTA

By: 
Name: Thomas P. Genovese
Title: City Manager

ATTEST:

By: 
Name: Veronica J. Montecino
Title: City Clerk

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized representatives as of the day and year first above written.

Member:

COUNTY OF SACRAMENTO

By Don Nottoli
Name: Don Nottoli
Title: Chair, Board of Supervisors



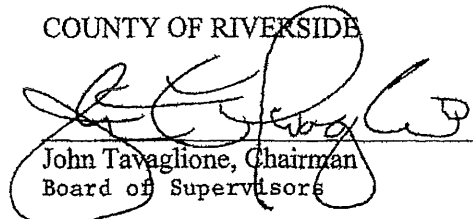
ATTEST:

By Cindy Turner
Name: Cindy Turner
Title: Clerk, Board of Supervisors

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized representatives as of the day and year first above written.

MEMBER:

COUNTY OF RIVERSIDE



John Tavaglione, Chairman
Board of Supervisors

ATTEST:

NANCY ROMERO, Clerk of the Board

By: 
Deputy

FORM APPROVED COUNTY COUNSEL

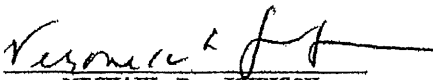
BY:  10/11/07
KATHERINE A. LIND DATE

10.16.07 3.48

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized representatives as of the day and year first above written.

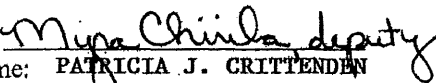
Member:

COUNTY OF SOLANO

By 
Name: MICHAEL D. JOHNSON
Title: COUNTY ADMINISTRATOR

Joined as of October 23, 2007

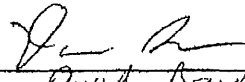
ATTEST:

By 
Name: PATRICIA J. CRITTENDEN
Title: CHIEF DEPUTY CLERK

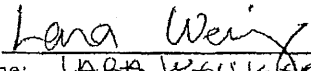
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized representatives as of the day and year first above written.

Member:

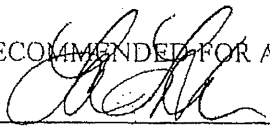
CITY OF ALAMEDA

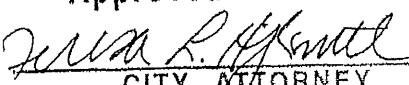
By 
Name: David Brandt
Title: Act. City Manager
Date: 10/25/07

ATTEST:

By 
Name: LANA WEINGARTNER
Title: CITY CLERK
Date: 10/29/07

RECOMMENDED FOR APPROVAL:


Leslie A. Little
Development Services Director

Approved as to Form

CITY ATTORNEY

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized representatives as of the day and year first above written.

Member:

COUNTY OF KINGS

By *Tony Barba*

Name: **Tony Barba**
Title: **CHAIRMAN**

OCT 30 2007

ATTEST:

By *Catherine Venturella*
Name: **CATHERINE VENTURELLA**
Title: *Clerk of the Board*

STATE OF CALIFORNIA }
COUNTY OF KINGS } ss.
I, CATHERINE VENTURELLA, Clerk of the Board of Supervisors of said County and State, do hereby certify the foregoing to be a full, true and correct copy of the original thereof on file in my office.
Witness my hand and Seal of said Board, this 6th day of Nov 20 07
CATHERINE VENTURELLA
Clerk of the Board of Supervisors
By *Rhonda Bray* Deputy Clerk

Section 20. Miscellaneous.

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.

Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

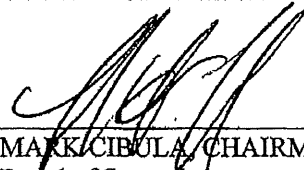
This Agreement shall be governed under the laws of the State of California.

This Agreement is the complete and exclusive statement of the agreement among the Members, which supercedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between and among the Members relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized representatives as of the day and year first above written.

Member:

COUNTY OF SHASTA




MARK CIBULA, CHAIRMAN
Board of Supervisors
County of Shasta, State of California


Date: **OCT 23 2007**

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: 

Deputy

APPROVED AS TO FORM
SHASTA COUNTY COUNSEL


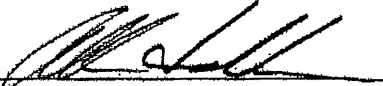
Michael A. Ralston
Assistant County Counsel

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized representatives as of the day and year first above written.

Member:

COUNTY OF TULARE

By
Name:
Title:



Approved as to form:

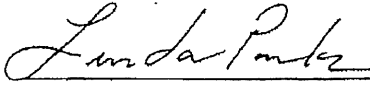
by Jade M. Hunt 8/28/07
Chief Deputy ~~_____~~
Tulare County Counsel

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized representatives at a regular meeting of the Board of Supervisors of the County of Ventura on the 23rd day of October, 2007, by the following vote:

AYES: BENNETT, LONG, FOY AND FLYNN

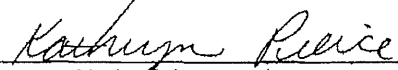
NOES: PARKS

ABSENT: NONE



Chair, Board of Supervisors

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

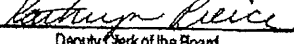
By: 

Deputy Clerk of the Board



I hereby certify that the annexed instrument is a true and correct copy of the document which is on file in this office.

Dated: JOHN F. JOHNSTON
11-13-07 Clerk of the Board of Supervisors
County of Ventura, State of California

By: 

Deputy Clerk of the Board



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized representatives as of the day and year first above written.

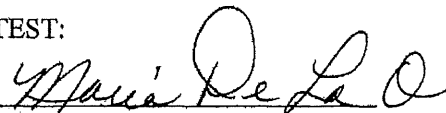
Date: November 27, 2007

Member:

TOWN OF WINDSOR

By 
Name: J. Mathew Mullan
Title: Town Manager

ATTEST:

By 
Name: Maria De La O
Title: Town Clerk

[SIGNATURE PAGE FOR JPA AGREEMENT]

IN WITNESS WHEREOF, the CITY OF EL MONTE, CALIFORNIA has caused this Agreement to be executed and attested by its duly authorized representatives as of the 28th day of November, 2007.

Member:

CITY OF EL MONTE, CALIFORNIA

By James W. Mussenden
Name: James W. Mussenden
Title: City Manager

ATTEST:

Lorene Gutierrez
City Clerk Lorene Gutierrez / mmx

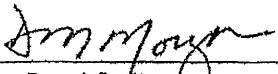
Approved as to form:

By E. Clarke Moseley
E. Clarke Moseley, City Attorney

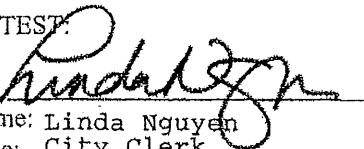
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized representatives as of the day and year first above written.

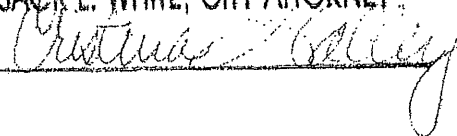
Member:

CITY OF ANAHEIM

By 
Name: David Morgan
Title: City Manager

ATTEST:

By 
Name: Linda Nguyen
Title: City Clerk

APPROVED AS TO FORM:
JACK L. WHITE, CITY ATTORNEY
BY 

Date: 10/23/07

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized representatives as of the day and year first above written.

Member:

CITY OF COLTON

By Kelly J. Chastain
Name: Kelly J. Chastain
Title: Mayor

ATTEST:


By Carolina R. Padilla
Name: Carolina R. Padilla, CMC
Title: City Clerk

[SIGNATURE PAGE FOR JPA AGREEMENT]

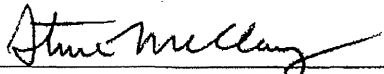
IN WITNESS WHEREOF, the City of Fillmore has caused this Agreement to be executed and attested by its duly authorized representatives as of the 11th day of December, 2007.

Member:

CITY OF FILLMORE, CALIFORNIA

By: 
Name: Tom Ristau
Title: City Manager

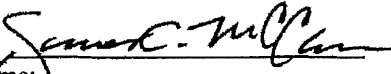
ATTEST:

By: 
Name: Steve McClary
Title: Deputy City Clerk


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized representatives as of the day and year first above written.

Member:

CITY OF CALISTOGA

By 
Name: James C. McCann
Title: City Manager

ATTEST:

By 
Name: Susan Sneddon
Title: City Clerk

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized representatives as of the day and year first above written.

Member:

CITY OF LOS ANGELES

By
Name:
Title:

[Signature]
DEC 20 2007

Attest: Frank T. Martinez, City Clerk

ATTEST:

By *[Signature]*
Name: *[Signature]*
Title: Deputy



Approved as to Form and Legality

December 20, 2007
Richard J. Delgado, City Attorney

[Signature]
Assistant City Attorney

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized representatives as of the day and year first above written.

Member:

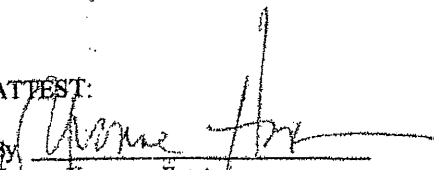
CITY OF INGLEWOOD

By 

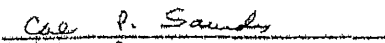
Name: Roosevelt F. Dorn

Title: Mayor

ATTEST:

By 
Name: Yvonne Horton
Title: City Clerk

APPROVED AS TO FORM:


Cal Saunders
City Attorney

IN WITNESS WHEREOF, the City of Montclair has caused this Agreement to be executed and attested by its duly authorized representatives as of the 20th day of February, 2008.

Member:

CITY OF MONTCLAIR

By

Paul M. Eaton

Name:

Paul M. Eaton

Title:

Mayor

ATTEST:

Ann M. Jackson
Clerk

IN WITNESS WHEREOF, the City of Corona has caused this Agreement to be executed and attested by its duly authorized representatives as of the 5th day of March, 2008, 2008.

Member:

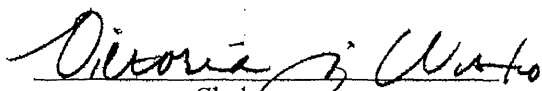
CITY OF CORONA

By 

Name: Mayor Jeff Miller

Title: City of Corona, California

ATTEST:

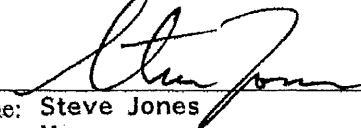

Clerk

IN WITNESS WHEREOF, the City of La Mirada has caused this Agreement to be executed and attested by its duly authorized representatives as of the 26th day of February, 2008.

Member:

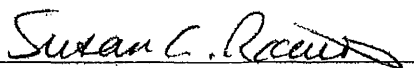
CITY OF LA MIRADA

By


Name: Steve Jones

Title: Mayor

ATTEST:

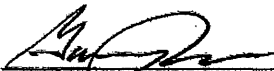

Clerk

IN WITNESS WHEREOF, the City of Imperial Beach has caused this Agreement to be executed and attested by its duly authorized representatives as of the 17 day of April, 2008.

Member:

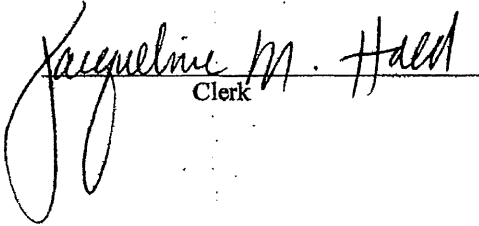
CITY OF IMPERIAL BEACH

By


Name: Gary Brown

Title: City Manager

ATTEST:


Clerk

[SIGNATURE PAGE FOR JPA AGREEMENT]

IN WITNESS WHEREOF, the COUNTY OF ORANGE has caused this Agreement to be executed and attested by its duly authorized representatives as of the 10th day of March, 2008.

Member:

COUNTY OF ORANGE

By [Signature]
Name: _____
Title:

ATTEST:

Clerk



SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD PER G.C. SEC. 26103, RESO 79-1535
ATTEST [Signature]
DARLENE J. BLOOM
CLERK OF THE BOARD OF SUPERVISORS
ORANGE COUNTY, CALIFORNIA

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL
ORANGE, COUNTY, CALIFORNIA

By [Signature]
Deputy

Date: 3.14.08

IN WITNESS WHEREOF, the County of Monterey has caused this Agreement to be executed and attested by its duly authorized representatives as of the 1 day of April, 2008.

Member:

COUNTY OF MONTEREY

By *Francis Acosta*
Name:
Title:

ATTEST:

R. P. ... for Dmas P...
Clerk

IN WITNESS WHEREOF, the City of Rancho Santa Margarita has caused this Agreement to be executed and attested by its duly authorized representatives as of the 27th day of February, 2008.

Member:

CITY OF RANCHO SANTA MARGARITA

By _____
Name: _____
Title: _____

ATTEST:

Mely M. [Signature]
Clerk

IN WITNESS WHEREOF, the City of Pomona has caused this Agreement to be executed and attested by its duly authorized representatives as of the 4th day of February, 2008.

Member:

CITY OF POMONA

By Linda C Lowry
Name: Linda Lowry
Title: City Manager

ATTEST:

Mari Michel Marin
Clerk

APPROVED AS TO FORM:

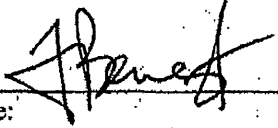
[Signature]
City Attorney

IN WITNESS WHEREOF, the City of Palo Alto has caused this Agreement to be executed and attested by its duly authorized representatives as of the ___ day of _____, 2008.

Member:

CITY OF PALO ALTO

By _____
Name:
Title:



ATTEST:

Almond J. Brien
Clerk

APPROVED AS TO FORM:
[Signature]
Senior Asst. City Attorney

Resolution 8810
April 8, 2008

IN WITNESS WHEREOF, the City of Napa has caused this Agreement to be executed and attested by its duly authorized representatives as of the 4th day of May, 2008.

Member:

CITY OF NAPA:

Jill Techel
(Signature)

JILL TECHEL, Mayor
(Type name and title)

ATTEST:

Sara S. Cox
(Signature)

SARA COX, City Clerk
(Type name and title)

COUNTERSIGNED:

[Signature]
(Signature)

SCOTT NIELSEN, City Auditor
(Type name and title)

APPROVED AS TO FORM:

[Signature]
(Signature)

MICHAEL W. BARRETT, City Attorney
(Type name and title)

IN WITNESS WHEREOF, the City of Poway has caused this Agreement to be executed and attested by its duly authorized representatives as of the 16th day of June, 2008.

Member:

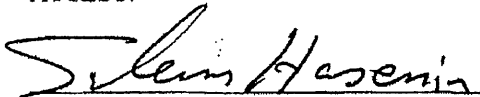
CITY OF POWAY

By 

Name:

Title:

ATTEST:


Clerk

Approved as to Form:

Office of the City Attorney



Lisa A. Foster, City Attorney / AGENCY GENERAL
COUNSEL

IN WITNESS WHEREOF, the City of Riverside has caused this Agreement to be executed and attested by its duly authorized representatives as of the 25th day of July, 2008.

Member:

CITY OF RIVERSIDE

By *Paul Sundeen*
Name: PAUL C. SUNDEEN
Title: Asst. City Mgr./CIO

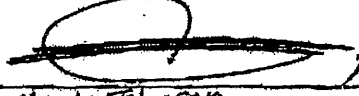
ATTEST:


C. Christ
Clerk

AS TO FORM
CLERK'S OFFICE
BY *Debra Poole*
City Attorney

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized representatives as of the day and year first above written.

Member:
CITY OF GRASS VALLEY

By  *Mayor*
Name: Mark Johnson
Title: Mayor
February 26, 2008

ATTEST:
By 
Name: Kristi K. Bashor
Title: City Clerk
February 26, 2008

[Signature Page to Joint Exercise of Powers Agreement Relating to the California
Municipal Finance Authority]

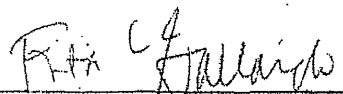
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized representatives as of the day and year first above written.

Member:

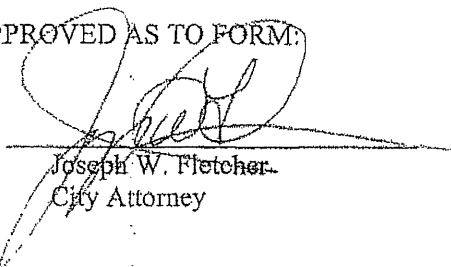
City of Santa Ana

By 
David N. Ream
City Manager

ATTEST:

By 
Patricia E. Healy
Clerk of the Council

APPROVED AS TO FORM:

By 
Joseph W. Fletcher
City Attorney

IN WITNESS WHEREOF, the City of Palm Springs has caused this Agreement to be executed and attested by its duly authorized representatives as of the 15TH day of AUGUST, 2008.

Member:

CITY OF PALM SPRINGS

a municipal corporation

ATTEST:

By: James Thompson

City Clerk

By: [Signature]

City Manager

APPROVED AS TO FORM:

By: [Signature]

City Attorney

APPROVED BY CITY COUNCIL

7/9/08 R22269 A5697

IN WITNESS WHEREOF, the City of Fairfield has caused this Agreement to be executed and attested by its duly authorized representatives as of the 15th day of August, 2008.

Member:

CITY OF FAIRFIELD

By SS 

Name:

Sean P. Quinn

Title:

City Manager

ATTEST:

By 

Name:

EVA HOLT

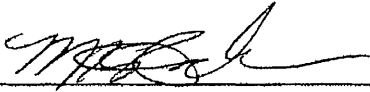
Title:

DEPUTY CITY CLERK

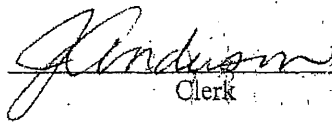
IN WITNESS WHEREOF, the Town of Fairfax has caused this Agreement to be executed and attested by its duly authorized representatives as of the 6th day of August, 2008.

Member:

TOWN OF FAIRFAX

By 
Name:
Title:

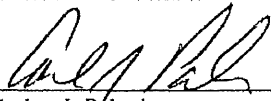
ATTEST:


Clerk

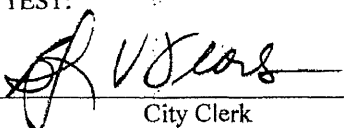
IN WITNESS WHEREOF, the CITY OF WATSONVILLE has caused this Agreement to be executed and attested by its duly authorized representatives as of the 15th day of Sept, 2008.

Member:

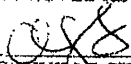
CITY OF WATSONVILLE

By 
Name: Carlos J. Palacios
Title: City Manager

ATTEST:


City Clerk

APPROVED AS TO FORM


WATSONVILLE CITY ATTORNEY
DATED 9-10-08

IN WITNESS WHEREOF, the City of Salinas has caused this Agreement to be executed and attested by its duly authorized representatives as of the 9th day of September, 2008.

Member:

CITY OF SALINAS

By _____
Name:
Title:

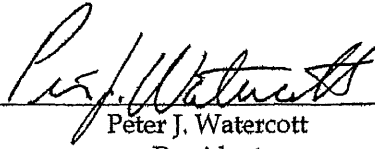
ATTEST:

Ann Camel
Clerk

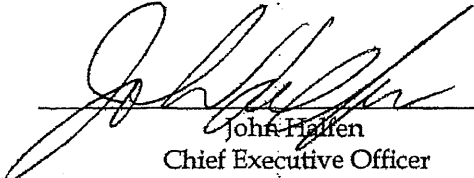
IN WITNESS WHEREOF, NORTHERN INYO COUNTY LOCAL HOSPITAL DISTRICT, California, has caused this Agreement to be executed and attested by its duly authorized representatives as of the ____ day of November, 2008.

Member:

NORTHERN INYO COUNTY LOCAL
HOSPITAL DISTRICT, CALIFORNIA


By: 
Peter J. Watercott
President

ATTEST:

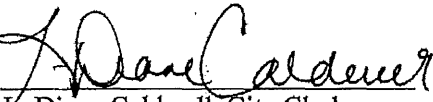

John Hallen
Chief Executive Officer

Resolution 08-03
Adopted 9/17/08

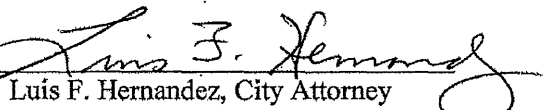
CITY OF EL CENTRO

By 
Ruben Duran, City Manager

ATTEST:

By 
E. Diane Caldwell, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By 
Luis F. Hernandez, City Attorney


IN WITNESS WHEREOF, the Town of Yountville has caused this Agreement to be executed and attested by its duly authorized representatives as of the 3rd day of February, 2009

Member:

Town of Yountville

By 
Name: Cynthia Saucerman
Title: Mayor

ATTEST:


Clerk

Michelle Dahme, Town Clerk

APPROVED AS TO FORM
TOWN ATTORNEY
Amy L. Valukevich



IN WITNESS WHEREOF, the City of Claremont has caused this Agreement to be executed and attested by its duly authorized representatives as of the 14th day of APRIL, 2009.

Member:

CITY OF CLAREMONT

By

Name:

Title:

Jeffrey C. Parker
Jeffrey C. Parker
City Manager

ATTEST:


Shane G. Fryman
Clerk

IN WITNESS WHEREOF, the County of Santa Barbara, California has caused this Agreement to be executed and attested by its duly authorized representatives as of the 3rd day of MARCH, 2009.

Member:

COUNTY OF SANTA BARBARA

By


Chair, Board of Supervisors

ATTEST:
CLERK OF THE BOARD
MICHAEL F. BROWN

By


Deputy Clerk

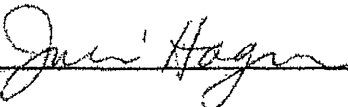
APPROVED AS TO FORM:
DENNIS A. MARSHALL
COUNTY COUNSEL

By


Deputy County Counsel


APPROVED AS TO ACCOUNTING FORM:
ROBERT W. GEIS, C.P.A.
AUDITOR-CONTROLLER

By



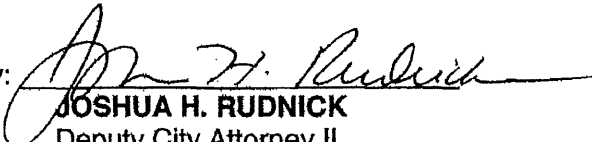
IN WITNESS WHEREOF, the parties hereto have caused this Joint Exercise of Powers Agreement to be executed on May 6, 2009.

"CITY"
CITY OF BAKERSFIELD

By: 
HARVEY L. HALL
Mayor

APPROVED AS TO FORM:

VIRGINIA GENNARO
City Attorney

By: 
JOSHUA H. RUDNICK
Deputy City Attorney II

APPROVED AS TO CONTENT:

ECONOMIC AND COMMUNITY
DEVELOPMENT DEPARTMENT

By: 
DONNA L. KUNZ
Economic Development Director

COUNTERSIGNED:

By: 
NELSON K SMITH
Finance Director

CONTRACTOR
COPY

IN WITNESS WHEREOF, the City of Santa Paula has caused this Agreement to be executed and attested by its duly authorized representatives as of the 29 day of June, 2009.

Member:

CITY OF SANTA PAULA

By Wally B...
Name:
Title:

ATTEST:

[Signature]
Clerk



CERTIFIED COPY
Record on File
City of Santa Paula
[Signature]
Peggy Higgins
Deputy City Clerk

IN WITNESS WHEREOF, the City of Santee has caused this Agreement to be executed and attested by its duly authorized representatives as of the 30 day of August, 2009.

Member:

CITY OF SANTEE

By

Keith Till
Keith Till, City Manager

ATTEST:

Patsy Bell
Patsy Bell, CMC, Interim City Clerk

APPROVED AS TO FORM:

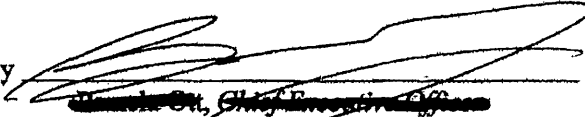
BY:

MW
City Attorney

Date: August 10, 2009

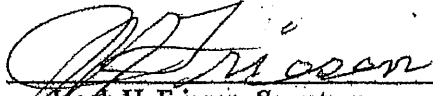
IN WITNESS WHEREOF, Sierra Kings Health Care District, Reedley, California has caused this Agreement to be executed and attested by its duly authorized representatives as of the 14th day of July, 2009.

SIERRA KINGS HEALTH CARE DISTRICT

By 
~~Barbara Jennings, Chief Financial Officer~~

Barbara Jennings
Chief Financial Officer

ATTEST:


Jacob H. Friesen, Secretary

IN WITNESS WHEREOF, the City of Culver City has caused this Agreement to be executed and attested by its duly authorized representatives as of the 3rd day of August, 2009.

Member:

CITY OF CULVER CITY

By Mark Scott
Name: Mark Scott
Title: City Manager

ATTEST:

Eln Valladares
Deputy Clerk

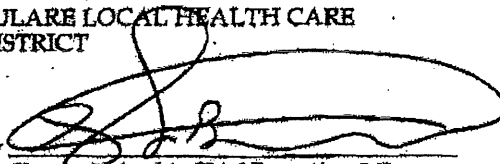
I HEREBY CERTIFY THIS DOCUMENT
TO BE A TRUE AND CORRECT COPY
OF THE ORIGINAL.

Eln Valladares
DEPUTY CITY CLERK OF THE
CITY OF CULVER CITY, CALIF.

IN WITNESS WHEREOF, the TULARE LOCAL HEALTH CARE DISTRICT, California has caused this Agreement to be executed and attested by its duly authorized representatives as of the 22nd day of July, 2009.

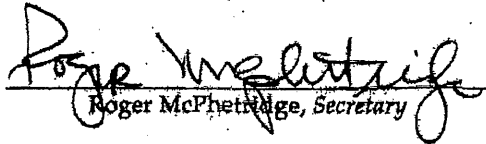
TULARE LOCAL HEALTH CARE DISTRICT

By



Shawn Bolouki, Chief Executive Officer

ATTEST:



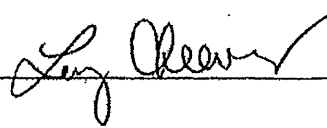
Roger McPhetridge, Secretary

IN WITNESS WHEREOF, the City of Union City has caused this Agreement to be executed and attested by its duly authorized representatives as of the 27th day of October, 2009.

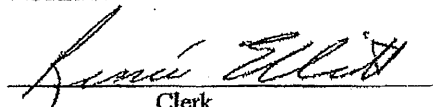
Member:

CITY OF UNION CITY

By _____
Name:
Title:



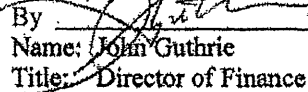
ATTEST:


Clerk

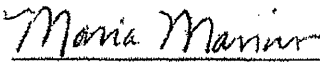
IN WITNESS WHEREOF, the County of Santa Clara, California has caused this Agreement to be executed and attested by its duly authorized representatives as of the 9th day of November, 2009.

Member:

COUNTY OF SANTA CLARA

By 
Name: John Guthrie
Title: Director of Finance

ATTEST:



Maria Marinos
Clerk of the Board of Supervisors
County of Santa Clara

IN WITNESS WHEREOF, the San Ramon Valley Unified School District has caused this Agreement to be executed and attested by its duly authorized representatives as of the 10th day of November, 2009.

Member:

SAN RAMON VALLEY UNIFIED SCHOOL
DISTRICT

By [Signature]

Name:

Title:

ATTEST:

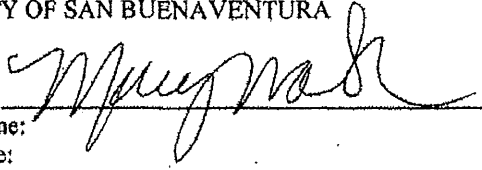
[Signature]
Clerk

IN WITNESS WHEREOF, the City of San Buenaventura has caused this Agreement to be executed and attested by its duly authorized representatives as of the 27 day of September, 2009.

Member:

CITY OF SAN BUENAVENTURA

By _____
Name:
Title:



ATTEST:

Mabi Covarrubias Rasky
Clerk

Approved as to Form
Ariel Pierre Calowine

ARIEL PIERRE CALOWINE
CITY ATTORNEY

IN WITNESS WHEREOF, the City of San Luis Obispo has caused this Agreement to be executed and attested by its duly authorized representatives as of the 17th day of November, 2009.

Member:

CITY OF SAN LUIS OBISPO

By David F. Romero
Name: DAVID F. ROMERO
Title: MAYOR

ATTEST:

Elina Paul
Clerk

IN WITNESS WHEREOF, the City of Victorville has caused this Agreement to be executed and attested by its duly authorized representatives as of the 10th day of December, 2009.

Member:

CITY OF VICTORVILLE

By Rudy Calde
Name:
Title:

ATTEST:

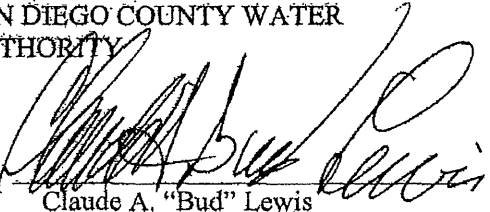
Carly Bates
Clark

IN WITNESS WHEREOF, the San Diego County Water Authority has caused this Agreement to be executed and attested by its duly authorized representatives as of the 17th day of December, 2009.

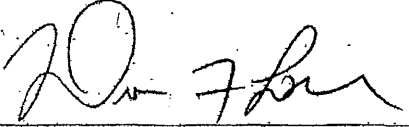
Member:

SAN DIEGO COUNTY WATER
AUTHORITY

By:


Claude A. "Bud" Lewis
Chair of the Board of Directors

ATTEST:


Clerk of the Board of Directors

IN WITNESS WHEREOF, the City of Santa Rosa has caused this Agreement to be executed and attested by its duly authorized representatives as of the 12th day of JANUARY, 2010.


Member:

CITY OF SANTA ROSA

By

Name:

Title:


DAVID HEATH
CITY FINANCIAL OFFICER

ATTEST:



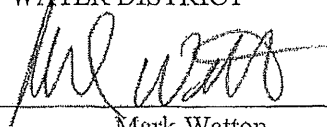
Clerk

IN WITNESS WHEREOF, the Otay Water District has caused this Agreement to be executed and attested by its duly authorized representatives as of the 3rd day of February, 2010.

Member:

OTAY WATER DISTRICT

By



Mark Watton
General Manager

ATTEST:


Susan Cruz, District Secretary

IN WITNESS WHEREOF, the City of Newport Beach, California has caused this Agreement to be executed and attested by its duly authorized representatives as of the 23rd day of March, 2010.

Member:

CITY OF NEWPORT BEACH, CALIFORNIA

By: *[Signature]*
Name:
Title:

ATTEST:

By: *[Signature]*



Approved as to form:

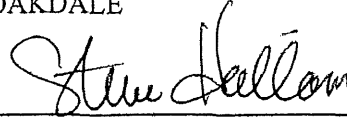
By: *[Signature]*

IN WITNESS WHEREOF, the City of Oakdale has caused this Agreement to be executed and attested by its duly authorized representatives as of the 16th day of March, 2009.

Member:

CITY OF OAKDALE

By



Name: Steve Hallam

Title: City manager

ATTEST:


Clerk

IN WITNESS WHEREOF, the Marin Municipal Water District has caused this Agreement to be executed and attested by its duly authorized representatives as of the 7th day of April, 2010.

Member:

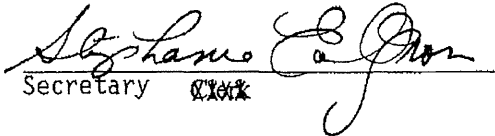
MARIN MUNICIPAL WATER DISTRICT

By 

Name: David Behar

Title: President, Board of Directors

ATTEST:


Secretary ~~XXXX~~

Section 18. Partial Invalidity.

If any one or more of the terms, provisions, 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, 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.

Section 19. Successors.

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, no Member may assign any right or obligation hereunder without the consent of the other Members.

Section 20. Miscellaneous.

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.

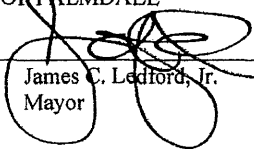
Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

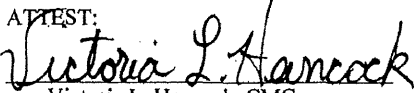
This Agreement shall be governed under the laws of the State of California.

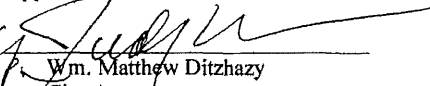
This Agreement is the complete and exclusive statement of the agreement among the Members, which supercedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between and among the Members relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the City of Palmdale has caused this Agreement to be executed and attested by its duly authorized representatives as of the 7th day of April, 2010.

Member:
CITY OF PALMDALE

By  _____
James C. Ledford, Jr.
Mayor

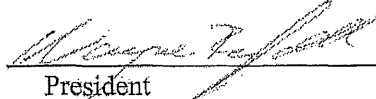
ATTEST:

Victoria L. Hancock, CMC
City Clerk

Approved as to form:

Wm. Matthew Ditzhazy
City Attorney

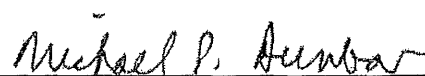
IN WITNESS WHEREOF, South Coast Water District has caused this Agreement to be executed and attested by its duly authorized representatives as of the 25th day of March, 2010.

Member:

SOUTH COAST WATER DISTRICT

By  _____
President

ATTEST:



Secretary

IN WITNESS WHEREOF, the City of Modesto has caused this Agreement to be executed and attested by its duly authorized representatives of the 23rd day of March, 2010. Resolution No. 2010-118

Member:
CITY OF MODESTO

By: [Signature]
Name: Craig Nykott
Title: City Manager

ATTEST:

[Signature]
Name: Stephanie Lopez
Title: City Clerk

Approved as to form:

[Signature]
Name: David [unclear]
City Attorney

IN WITNESS WHEREOF, the City of West Hollywood has caused this Agreement to be executed and attested by its duly authorized representatives as of the 22nd day of JUNE, 2010.

Member:

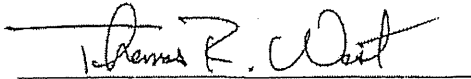
CITY OF WEST HOLLYWOOD

By 

Name: Paul Arevalo

Title: City Manager

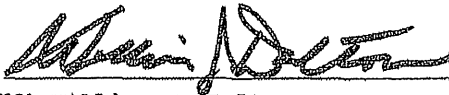
ATTEST:


Clerk

IN WITNESS WHEREOF, the City of Garden Grove has caused this Agreement to be executed and attested by its duly authorized representatives as of the 22nd day of JUNE, 2010.

Member:


CITY OF GARDEN GROVE

By 
Name: William J. Dalton
Title: Mayor

ATTEST:


Clerk


CITY ATTORNEY:




IN WITNESS WHEREOF, the City of South San Francisco has caused this Agreement to be executed and attested by its duly authorized representatives as of the 9 day of August, 2010.

Member:

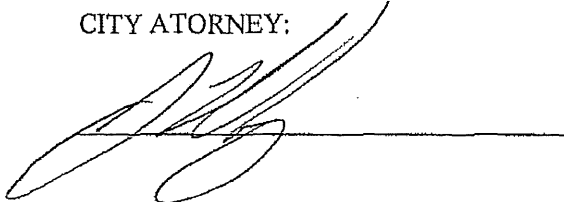
CITY OF SOUTH SAN FRANCISCO

By 
Name: Barry M. Nagel
Title: City Manager

ATTEST:


Clerk

CITY ATTORNEY:



IN WITNESS WHEREOF, the Trinity Public Utilities District has caused this Agreement to be executed and attested by its duly authorized representatives as of the 12 day of August, 2010.

Member:

TRINITY PUBLIC UTILITIES DISTRICT

By Thomas Ludden

Name: **Thomas Ludden**

Title: **President of the Board**

ATTEST:

Richard L. Morris
Clerk

IN WITNESS WHEREOF, the City of El Cajon has caused this Agreement to be executed and attested by its duly authorized representatives as of the 25th day of AUGUST, 2010.

Member:

CITY OF EL CAJON

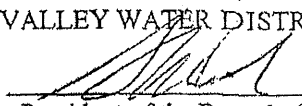
By KATHI J. HENDY
Name: KATHI J. HENDY
Title: CITY MANAGER

ATTEST:


Kathie Rutledge
Clerk

IN WITNESS WHEREOF, the East Valley Water District has caused this Agreement to be executed and attested by its duly authorized representatives of the ~~10th~~ day of August, 2010.

Member:
EAST VALLEY WATER DISTRICT

By: 
President of the Board of Directors

ATTEST:


Secretary of the Board of Directors

IN WITNESS WHEREOF, the City of Blythe has caused this Agreement to be executed and attested by its duly authorized representatives as of the 10th day of August, 2010.

Member:

CITY OF BLYTHE

By
Name
Title:

Joseph DeCandid Mayor

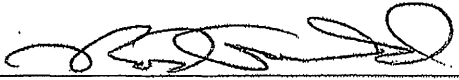
ATTEST:

M. Sutter
Clerk

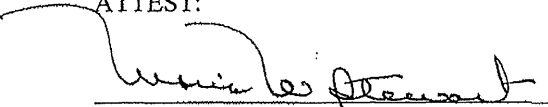
IN WITNESS WHEREOF, the City of Santa Monica has caused this Agreement to be executed and attested by its duly authorized representatives as of the 21 day of Sept, 2010.

Member:

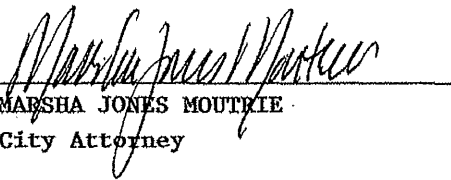
CITY OF SANTA MONICA

By 
Name: ROD GOULD
Title: City Manager

ATTEST:


MARIA STEWART
City Clerk

APPROVED AS TO FORM


MARSHA JONES MOUTRIE
City Attorney

IN WITNESS WHEREOF, the City of Azusa has caused this Agreement to be executed and attested by its duly authorized representatives as of the 1 day of November, 2010.

Member:

CITY OF AZUSA

By Joseph R. Rocha
Name: Joseph R. Rocha
Title: Mayor

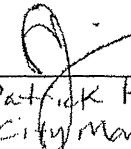
ATTEST:


Paul Mendoza
City Clerk

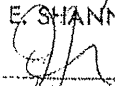
IN WITNESS WHEREOF, the City of Long Beach has caused this Agreement to be executed and attested by its duly authorized representatives as of the 16th day of November, 2010.

Member: EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

CITY OF LONG BEACH
Assistant City Manager

By  EXECUTED PURSUANT
Name: Patrick H. West TO SECTION 301 OF
Title: City Manager THE CITY CHARTER.

ATTEST:

Clerk

APPROVED AS TO FORM
11/11, 2010
ROBERT E. SHANNON, City Attorney
By 
HEATHER A. MAHOOD
ASSISTANT CITY ATTORNEY

IN WITNESS WHEREOF, the City of La Verne has caused this Agreement to be executed and attested by its duly authorized representatives as of the 15th day of November, 2010.

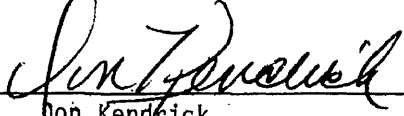
Member:

CITY OF LA VERNE

By

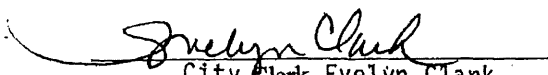
Name:

Title:


Don Kendrick

Mayor

ATTEST:



City Clerk Evelyn Clark

IN WITNESS WHEREOF, the City of Tustin has caused this Agreement to be executed and attested by its duly authorized representatives as of the 7th day of December, 2010.

Member:

CITY OF TUSTIN

By David C. Biggs
Name: DAVID C. BIGGS
Title: CITY MANAGER

ATTEST:

James St. Rose
Clerk

IN WITNESS WHEREOF, the City of South San Francisco has caused this Agreement to be executed and attested by its duly authorized representatives as of the 9 day of August, 2010.

Member:

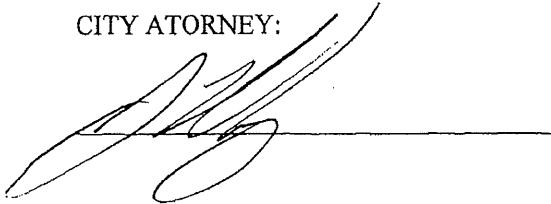
CITY OF SOUTH SAN FRANCISCO

By 
Name: Barry M. Nagel
Title: City Manager

ATTEST:


Clerk

CITY ATTORNEY:

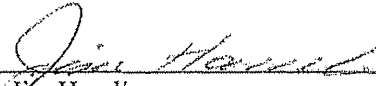


[SIGNATURE PAGE FOR JPA AGREEMENT]

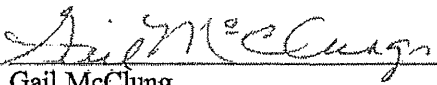
IN WITNESS WHEREOF, the MAYERS MEMORIAL HOSPITAL DISTRICT has caused this Agreement to be executed and attested by its duly authorized representatives as of the 26th day of January, 2011.

Member:

MAYERS MEMORIAL HOSPITAL DISTRICT

By 
Name: Jim Hamlin
Title: President, Board of Directors

ATTEST:

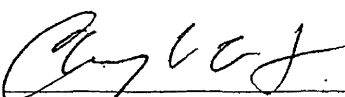

Gail McClung
Secretary, Board of Directors

14 of 14

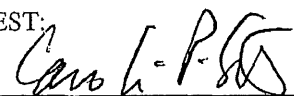
IN WITNESS WHEREOF, the City of Dublin has caused this Agreement to be executed and attested by its duly authorized representatives as of the 21 day of December, 2010.

Member:

CITY OF DUBLIN

By 
Name: Assistant City Manager
Title: CHRISTOPHER LEE

ATTEST:

By 
Name:
Title:

IN WITNESS WHEREOF, the City of Merced has caused this Agreement to be executed and attested by its duly authorized representatives as of the 22nd day of February, 2011.

Member:

CITY OF MERCED

By John M. Bramble
Name: John M. Bramble
Title: City manager

ATTEST:

Alma J. Swinton
Clerk



APPROVED AS TO FORM:

Gregory G. Diaz 11/28/2011
GREGORY G. DIAZ
City Attorney

211807
FUNDS/ACCOUNTS VERIFIED
Randy P. [Signature] 2-7-11
FINANCE OFFICE DATE
No funds to encumber. me 2/7/11
VR

IN WITNESS WHEREOF, the City of Parlier has caused this Agreement to be executed and attested by its duly authorized representatives as of the 7th day of MARCH, 2011.

Member:

CITY OF PARIER

By

Name: LEU MARTINEZ

Title: CITY MANAGER

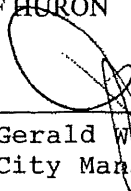
ATTEST:


Clerk

IN WITNESS WHEREOF, the City of Huron has caused this Agreement to be executed and attested by its duly authorized representatives as of the 16 day of March, 2011.

Member:

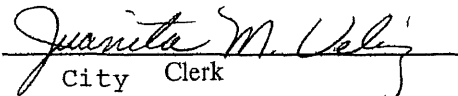
CITY OF HURON

By  _____

Name: Gerald W. Forde

Title: City Manager

ATTEST:


City Clerk

IN WITNESS WHEREOF, the Tracy Joint Unified School District has caused this Agreement to be executed and attested by its duly authorized representatives as of the 31st day of March, 2011.

Member:

TRACY JOINT UNIFIED SCHOOL DISTRICT

By *Ralph J. Davis*
Name:
Title:

ATTEST:

Jill Coste
Clerk

IN WITNESS WHEREOF, the City of Mendota has caused this Agreement to be executed and attested by its duly authorized representatives as of the 12th day of April, 2011.

Member:

CITY OF MENDOTA

By

Name: Robert Silva

Title: MAYOR

ATTEST:



IN WITNESS WHEREOF, the City of Pittsburg has caused this Agreement to be executed and attested by its duly authorized representatives as of the 18th day of April 2011, 2011.

Member:

CITY OF PITTSBURG

By

Name: Joseph Sorbuti

Title: Assistant City Manager

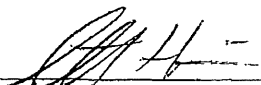
ATTEST:

Alvin E. Quenson
Clerk

IN WITNESS WHEREOF, the City of El Cerrito has caused this Agreement to be executed and attested by its duly authorized representatives as of the 6 day of June, 2011.

Member:

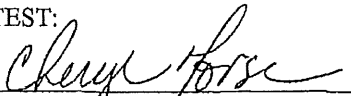
CITY OF EL CERRITO

By 

Name: Scott Hanin

Title: City Manager

ATTEST:

By 

Name: Cheryl Morse

Title: City Clerk

IN WITNESS WHEREOF, the City of Aliso Viejo has caused this Agreement to be executed and attested by its duly authorized representatives as of the 2nd day of June, 2011.

Member:

CITY OF ALISO VIEJO

By Mark Pugh

Name:

Title:


ATTEST:

Suzanne Rouss
Clerk

IN WITNESS WHEREOF, the Camrosa Water District has caused this Agreement to be executed and attested by its duly authorized representatives as of the 22nd day of June, 2011.

Member:

CAMROSA WATER DISTRICT

By: 

President of the Board of Directors

ATTEST:



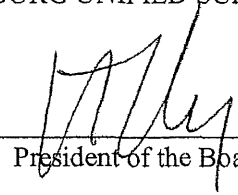
Clerk

IN WITNESS WHEREOF, the Pittsburg Unified School District has caused this Agreement to be executed and attested by its duly authorized representatives as of the 22nd day of June, 2011.

Member:

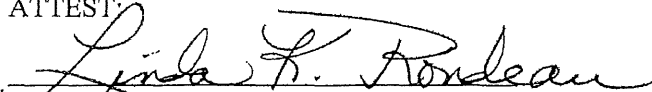
PITTSBURG UNIFIED SCHOOL DISTRICT

By:



President of the Board of Trustees

ATTEST:




Secretary to the Board of Trustees

IN WITNESS WHEREOF, the City of California City has caused this Agreement to be executed and attested by its duly authorized representatives as of the 2nd day of AUGUST, 2011.

Member:

CITY OF CALIFORNIA CITY

By 
Name: Patrick Bohannon
Title: Mayor

ATTEST:


Clerk

IN WITNESS WHEREOF, the Town of Paradise has caused this Agreement to be executed and attested by its duly authorized representatives as of the 2nd day of August, 2011.

Member:

TOWN OF PARADISE

By 

Name: ALAN WHITE

Title: Mayor

ATTEST: 8/8/2011


JOANNA GUTIERREZ, Town Clerk

IN WITNESS WHEREOF, the Sanitary District No. 5 of Marin County has caused this Agreement to be executed and attested by its duly authorized representatives as of the 16th day of August, 2011.

SANITARY DISTRICT NO. 5 OF MARIN
COUNTY

By *Cornell W. Wiley*
President of the Board of Directors

Attest:

Ray C. Fiedler
Secretary

IN WITNESS WHEREOF, the City of Huntington Park has caused this Agreement to be executed and attested by its duly authorized representatives as of the 15th day of August, 2011.

Member:

CITY OF HUNTINGTON PARK

By _____
Name:
Title:

ATTEST:

Rosanna Ruiz
Clerk

IN WITNESS WHEREOF, the County of Kern has caused this Agreement to be executed and attested by its duly authorized representatives as of the 9 day of August, 2011.

Member:

COUNTY OF KERN

By Mike Maggard

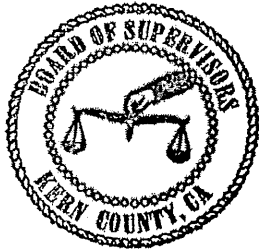
Name: Mike Maggard

Title: Chairman, Kern County Board of Supervisors

ATTEST:

Karen L. Winn

Clerk



APPROVED AS TO FORM
Office of County Counsel
Kern County

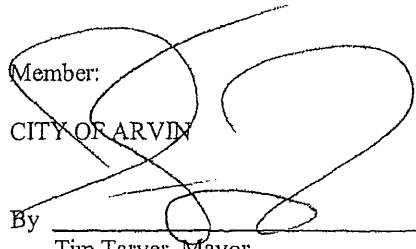
By Jeri A. Bjorn

IN WITNESS WHEREOF, the City of Arvin has caused this Agreement to be executed and attested by its duly authorized representatives as of the 16th day of August, 2011.

Member:


CITY OF ARVIN

By



Tim Tarver, Mayor

ATTEST:



Cecilia Vela, City Clerk

IN WITNESS WHEREOF, the City of Mill Valley has caused this Agreement to be executed and attested by its duly authorized representatives as of the 6th day of September, 2011.

Member:

CITY OF MILL VALLEY

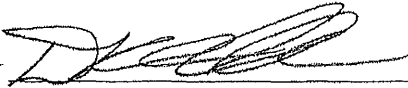
By James C. McCann
Name: James C. McCann
Title: City Manager

ATTEST:

Kimberly Wilson
Clerk
Kimberly Wilson, CMC
Deputy City Clerk

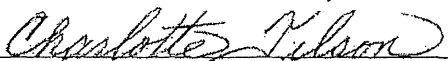
IN WITNESS WHEREOF, the Sacramento Metropolitan Fire District has caused this Agreement to be executed and attested by its duly authorized representatives as of the 27TH day of OCTOBER, 2011.

SACRAMENTO METROPOLITAN FIRE
DISTRICT

By 

President of the Board of Directors

Attest:



Clerk of the Board

IN WITNESS WHEREOF, the City of Pasadena has caused this Agreement to be executed and attested by its duly authorized representatives as of the 3rd day of November, 2011.

Member:


CITY OF PASADENA

By 

Name: Michael J Beck

Title: City Manager

ATTEST:


Mark Jomsky, CMC
City Clerk

APPROVED AS TO FORM:

This 3rd day of Nov, 2011

By 
Assistant City Attorney

IN WITNESS WHEREOF, the City of Lancaster has caused this Agreement to be executed and attested by its duly authorized representatives as of the 8th day of November 2011.


MEMBER:

CITY OF LANCASTER

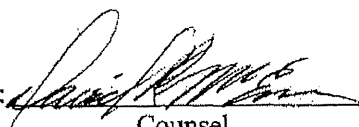
Dated: November 8, 2011

By:  _____
City Manager

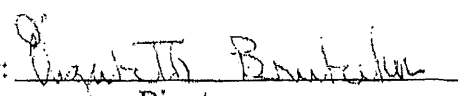
ATTEST:

 _____
City Clerk

APPROVED AS TO FORM AND LEGAL CONTENT:

By:  _____
Counsel

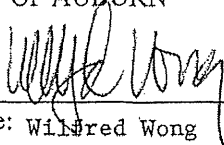
APPROVED AS TO PROGRAM:

By:  _____
Director

IN WITNESS WHEREOF, the City of Auburn has caused this Agreement to be executed and attested by its duly authorized representatives as of the 15th day of November, 2011.

Member:

CITY OF AUBURN

By 
Name: Wilfred Wong
Title: Community Development Director

ATTEST:


Clerk

IN WITNESS WHEREOF, the Nevada Irrigation District has caused this Agreement to be executed and attested by its duly authorized representatives as of the 17th day of NOVEMBER, 2011.

Member:

NEVADA IRRIGATION DISTRICT

By Nancy D. Nelson
Name:
Title:

ATTEST:

Jan Francis Jassovic
Clerk

IN WITNESS WHEREOF, the City of Irvine has caused this Agreement to be executed and attested by its duly authorized representatives as of the 2nd day of December, 2011.

Member:

CITY OF IRVINE

By

Name: Suchee Kang

Title: Mayor

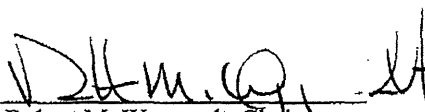
ATTEST:

[Signature]
Clerk

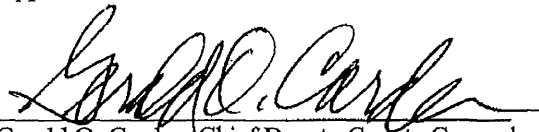
IN WITNESS WHEREOF, the County of Placer has caused this Agreement to be executed and attested by its duly authorized representatives as of the 8th day of November, 2011.

Member:


COUNTY OF PLACER

By: 
Robert M. Weygandt, Chairman

Approved as to form:


Gerald O. Carden, Chief Deputy County Counsel

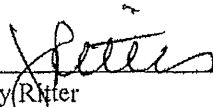
Attest:


Placer County, Clerk of the Board

IN WITNESS WHEREOF, the City of Vista has caused this Agreement to be executed and attested by its duly authorized representatives as of the 24 day of January, 2012.

Member:

CITY OF VISTA

By 
Name: Judy Ritter
Title: Mayor

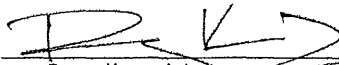
ATTEST:


Clerk

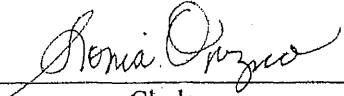
IN WITNESS WHEREOF, the City of Roseville has caused this Agreement to be executed and attested by its duly authorized representatives as of the 21st day of March, 2012.

Member:

CITY OF ROSEVILLE

By 
Name: Ray Kerridge
Title: City Manager

ATTEST:


Clerk

IN WITNESS WHEREOF, the City of Anderson has caused this Agreement to be executed and attested by its duly authorized representatives as of the 23rd day of March, 2012.

Member:

CITY OF ANDERSON

By James Yarbrough
Name: James Yarbrough
Title: Mayor

ATTEST:

James M. Barnett
Clerk

[SIGNATURE PAGE FOR JPA AGREEMENT]

IN WITNESS WHEREOF, the City of Yuba City has caused this Agreement to be executed and attested by its duly authorized representatives as of the 3rd day of April, 2012.

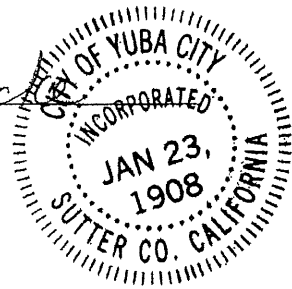
Member:

City of Yuba City

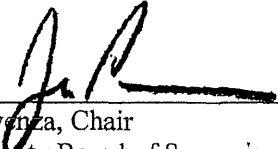
By *John D. Miller*
Name: John Miller
Title: Mayor

ATTEST:

Terrel Locke
Terrel Locke, City Clerk



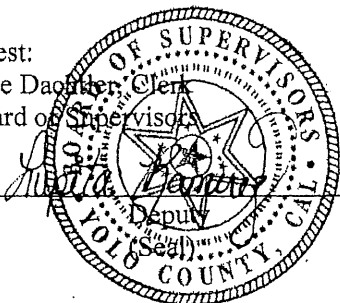
IN WITNESS WHEREOF, the County of Yolo has caused this Agreement to be executed and attested by its duly authorized representatives this 10th day of April, 2012.



Jim Provenza, Chair
Yolo County Board of Supervisors

Attest:
Julie Daehler, Clerk
Board of Supervisors

By: _____



Approved as to Form:

By: _____

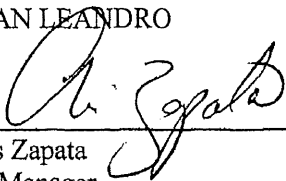
Robyn Truitt Drivon, County Counsel

IN WITNESS WHEREOF, the City of San Leandro has caused this Agreement to be executed and attested by its duly authorized representatives as of the 18th day of April, 2012.

Member:

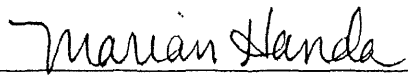
CITY OF SAN LEANDRO

By


Name: Chris Zapata

Title: City Manager

ATTEST:


City Clerk

IN WITNESS WHEREOF, the County of Yuba has caused this Agreement to be executed and attested by its duly authorized representatives as of the 21 day of April ~~2012~~ 2012.

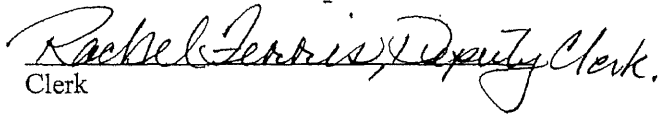
Member:

COUNTY OF YUBA

By:



ATTEST:


Clerk

IN WITNESS WHEREOF, the City of Folsom has caused this Agreement to be executed and attested by its duly authorized representatives as of the April 26, 2012.

Member:

CITY OF FOLSOM, A Municipal Corporation:

4/26/2012 _____
Date Evert W. Palmer, City Manager

ATTEST:

FUNDING AVAILABLE:

Christa Saunders 4/26/12
Christa Saunders, City Clerk Date

James W. Francis 4/25/12
James W. Francis, Finance Director Date

ORIGINAL APPROVED AS TO FORM:

Bruce C. Cline 4/26/12
Bruce C. Cline, City Attorney Date

IN WITNESS WHEREOF, the City of Lakeport has caused this Agreement to be executed and attested by its duly authorized representatives as of the 15 day of November, 2011.

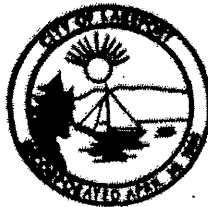
Member:

CITY OF LAKEPORT

By Suzanne Lyons
Name: SUZANNE LYONS
Title: Mayor

ATTEST:

By Janel M. Chapman
Name: JANEL M. CHAPMAN
Title: City Clerk



THE WITHIN INSTRUMENT
IS A CORRECT COPY
OF THE ORIGINAL
ON FILE IN THIS OFFICE.

ATTEST:

Janel M. Chapman
CITY CLERK / DEPUTY CITY CLERK 04/20/2012
STATE OF CALIFORNIA, CITY OF LAKEPORT

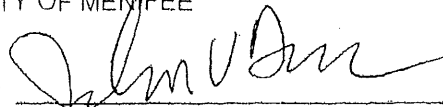
SIGNATURE PAGE FOR JPA AGREEMENT

IN WITNESS WHEREOF, the CITY OF MENIFEE has caused this Agreement to be executed and attested by its Mayor, or designee as of the 1st day of May, 2012.

Member:

CITY OF MENIFEE

By


Name: John V. Denver
Title: Mayor

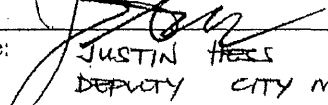
ATTEST:


Kathy Bennett, City Clerk

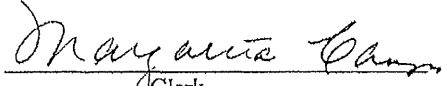
IN WITNESS WHEREOF, the City of Burbank has caused this Agreement to be executed and attested by its duly authorized representatives as of the 30th day of May, 2012.

Member:

CITY OF BURBANK

By 
Name: JUSTIN HESS
Title: DEPUTY CITY MANAGER

ATTEST:

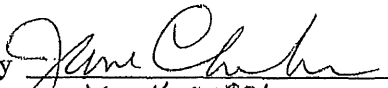

Clerk

APPROVED AS TO FORM
AMY ALBANO, CITY ATTORNEY
By: Mary A. Kelly
Title: CITY CLERK
Date: May 15, 2012

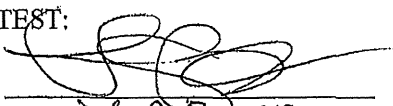
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized representatives as of the 31 day of May, 2012.

Member:

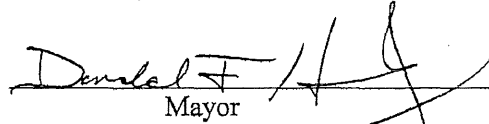
CITY OF UKIAH

By 
Name: City Manager
Title: Jane Chambers

ATTEST:

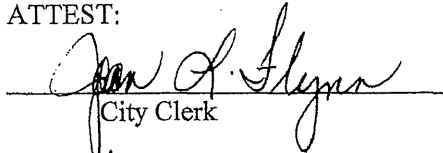
By 
Name: Linda C. Brown
Title: City Clerk

IN WITNESS WHEREOF, the City of Huntington Beach has caused this Agreement to be executed and attested by its duly authorized representatives as of the 2ND day of JULY, 2012.



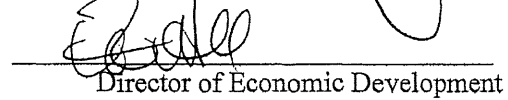
Mayor

ATTEST:



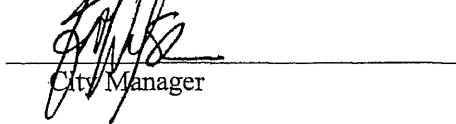
City Clerk

INITIATED AND APPROVED:



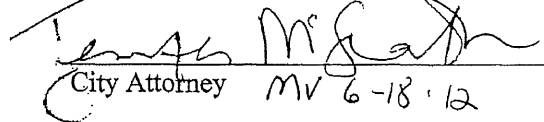
Director of Economic Development

REVIEWED AND APPROVED:



City Manager

APPROVED AS TO FORM:

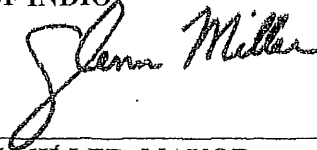


City Attorney MV 6-18-12

IN WITNESS WHEREOF, the City of Indio has caused this Agreement to be executed and attested by its duly authorized representatives as of August 9, 2012.

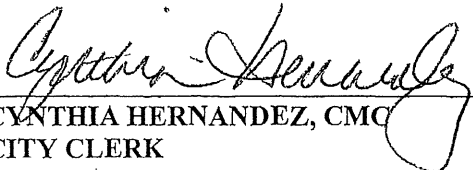
Member:

CITY OF INDIO



GLENN MILLER, MAYOR

ATTEST:

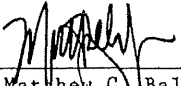


CYNTHIA HERNANDEZ, CMC
CITY CLERK

IN WITNESS WHEREOF, the City of Chino has caused this Agreement to be executed and attested by its duly authorized representatives as of the 22 day of August, 2012.

Member:

CITY OF CHINO

By 
Name: Matthew C. Ballantyne
Title: City Manager

ATTEST:

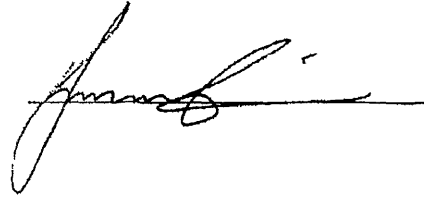

Clerk

IN WITNESS WHEREOF, the Town of Apple Valley has caused this Agreement to be executed and attested by its duly authorized representatives as of the August 29, 2012.

Member:

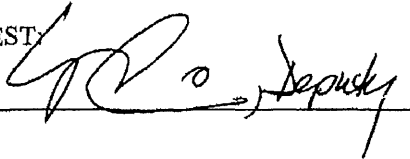
TOWN OF APPLE VALLEY

By:

A handwritten signature in black ink, appearing to be "James", written over a horizontal line.

ATTEST

Clerk

A handwritten signature in black ink, appearing to be "L. P. Deputy", written over a horizontal line.

IN WITNESS WHEREOF, the City of Glendale has caused this Agreement to be executed and attested by its duly authorized representatives as of the 5th day of September, 2012.

Member:

CITY OF GLENDALE

By 

Name: Scott Dawson

Title: City Manager


ATTEST:

By Rita Buchanan

Name: RITA Buchanan

Title: Asst. CITY CLERK

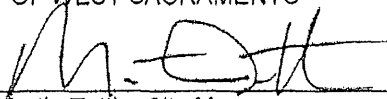
APPROVED AS TO FORM


City Attorney

DATE 9/9/12

IN WITNESS WHEREOF, the City of West Sacramento has caused this Agreement to be executed and attested by its duly authorized representatives as of the 1st day of August, 2012.

CITY OF WEST SACRAMENTO

By 

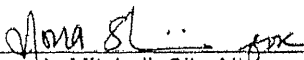
Martin Tuttle, City Manager

ATTEST:



Kryss Rankin, City Clerk

APPROVED AS TO FORM:




Jeffrey A. Mitchell, City Attorney

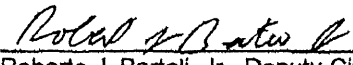
IN WITNESS WHEREOF, the City of Cloverdale has caused this Agreement to be executed and attested by its duly authorized representatives as of the 27th day of August, 2012.

Member:

CITY OF CLOVERDALE

By: 
Name: Nina D. Rego
Title: City Manager

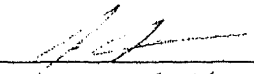
ATTEST:


Roberto J. Bartoli, Jr., Deputy City Clerk

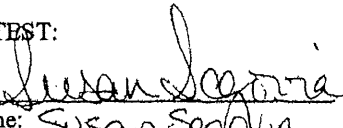
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized representatives as of the day and year first above written.

Member:

CITY OF RICHMOND

By 
Name: JAMES E. B. B. B.
Title: Finance Director

ATTEST:

By 
Name: Susan Segovia
Title: Debt Analyst

IN WITNESS WHEREOF, the Cucamonga Valley Water District has caused this Agreement to be executed and attested by its duly authorized representatives as of the August 28, 2012.

Member:

CUCAMONGA VALLEY WATER DISTRICT

By: Kathleen J. Tieg
President of the Board of Directors

ATTEST:
Mallory
Secretary to the Board of Directors

IN WITNESS WHEREOF, the City of Berkeley has caused this Agreement to be executed and attested by its duly authorized representatives as of the 9th day of October, 2012.

Member:

CITY OF BERKELEY

By Tom Bates
Name: Tom Bates
Title: Mayor

ATTEST:

Alfred Merrinall
Clerk

IN WITNESS WHEREOF, the City of San Rafael has caused this Agreement to be executed and attested by its duly authorized representatives as of the day of Oct. 15, 2012.

Member:

CITY OF SAN RAFAEL

By Nancy Mahle
Name:
Title:

ATTEST:

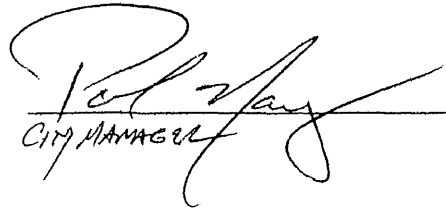
Esther C. Berme
Clerk

IN WITNESS WHEREOF, the City of Woodland has caused this Agreement to be executed and attested by its duly authorized representatives as of the Oct. 21, 2012.

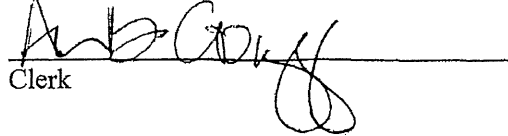
Member:

CITY OF WOODLAND

By:


CITY MANAGER

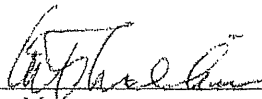
ATTEST:


Clerk

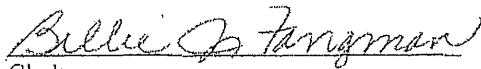
IN WITNESS WHEREOF, the City of Marysville has caused this Agreement to be executed and attested by its duly authorized representatives as of November 20, 2012.

Member:

CITY OF MARYSVILLE

By: 
City Manager

ATTEST:


Clerk

IN WITNESS WHEREOF, the City of Campbell has caused this Agreement to be executed and attested by its duly authorized representatives as of the 13 day of February, 2012.

Member:

CITY OF CAMPBELL

By Amy L. Brown

Name: Amy L. Brown

Title: City Manager

ATTEST:

Anne Bybee

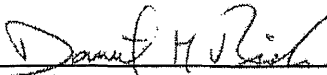
Clerk

Anne Bybee, City Clerk

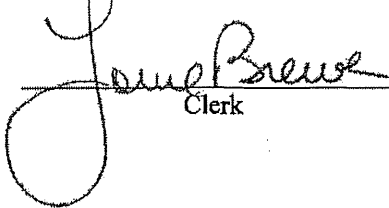
IN WITNESS WHEREOF, the City of Mountain View has caused this Agreement to be executed and attested by its duly authorized representatives as of the 12th day of February, 2013.

Member:

CITY OF MOUNTAIN VIEW

By 
Name: Daniel H. Rich
Title: City manager

ATTEST:

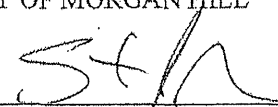

Clerk

IN WITNESS WHEREOF, the City of Morgan Hill has caused this Agreement to be executed and attested by its duly authorized representatives as of the 27th day of MARCH, 2013.

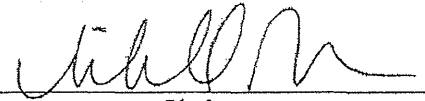
Member:

CITY OF MORGAN HILL

By


Name: STEVE RYMER
Title: CITY MANAGER


ATTEST:


Clerk

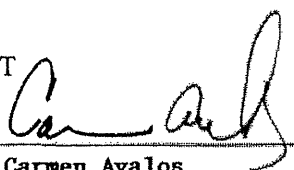
IN WITNESS WHEREOF, the City of South Gate has caused this Agreement to be executed and attested by its duly authorized representatives as of the 15 day of April, 2013.

Member:


CITY OF SOUTH GATE

By 
Name: **Gil Hurtado**
Title: **Mayor**

ATTEST

By 
Name: **Carmen Avalos**
Title: **City Clerk**

APPROVED AS TO FORM:

By 
Name: **Raul F. Salinas**
Title: **City Attorney**

IN WITNESS WHEREOF, the City of Duarte has caused this Agreement to be executed and attested by its duly authorized representatives as of the 28th day of May, 2013.

Member:

CITY OF DUARTE

By Liz Reilly
Name: Liz Reilly
Title: Mayor Pro Tem

ATTEST:

By Marla Akana
Name: Marla Akana
Title: City Clerk

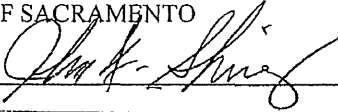
IN WITNESS WHEREOF, the City of Sacramento has caused this Agreement to be executed and attested by its duly authorized representatives as of the 31st day of July, 2013.

Member:

CITY OF SACRAMENTO

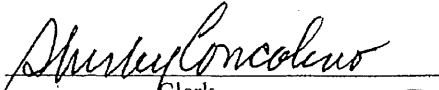
By

Name:



John F. Shirey, City Manager

ATTEST:


Clerk 7-31-13

APPROVED AS TO FORM:


SACRAMENTO CITY ATTORNEY

DAS TO F

DATE

DAS TO F

DATE

IN WITNESS WHEREOF, the City of Rialto has caused this Agreement to be executed and attested by its duly authorized representatives as of the 9th day of July, 2013.

Member:

CITY OF RIALTO

By

Name: DEBORAH ROBERTSON

Title: MAYOR

ATTEST:

Barbara A. Meyer
Clerk

IN WITNESS WHEREOF, the City of San Clemente has caused this Agreement to be executed and attested by its duly authorized representatives as of the 16th day of July, 2013.

Member:

CITY OF SAN CLEMENTE

By Robert Barker
Name: ROBERT BARKER
Title: MAYOR

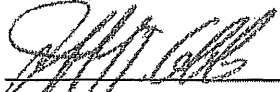
ATTEST:

Annalynne Barker
Clerk

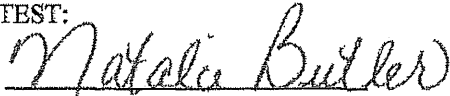
IN WITNESS WHEREOF, the City of Willows has caused this Agreement to be executed and attested by its duly authorized representatives as of the 11 day of November, 2013.

Member:

CITY OF WILLOWS

By 
Name: Jeffrey T. Cobb
Title: Mayor

ATTEST:

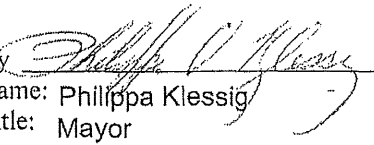
By 
Name: Natalie Butler
Title: City Clerk

IN WITNESS WHEREOF, the City of Westlake Village has caused this Agreement to be executed and attested by its duly authorized representatives as of the 13 day of November, 2013.

Member:

CITY OF WESTLAKE VILLAGE

By




Name: Philippa Klessig

Title: Mayor

ATTEST:

By




Name: Beth Schott

Title: City Clerk

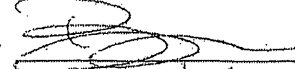
IN WITNESS WHEREOF, the City of Santa Cruz has caused this Agreement to be executed and attested by its duly authorized representatives as of the 26th day of November, 2013.

Member:

CITY OF SANTA CRUZ

By 
Name: Hilary Bryant
Title: Mayor

ATTEST:

By 
Name: Bren Lehr
Title: City Clerk Administrator

IN WITNESS WHEREOF, the City of Brea has caused this Agreement to be executed and attested by its duly authorized representatives as of the 3rd day of December, 2013.

Member:

CITY OF BREA

By 

Name: Brett Murdock

Title: Mayor

ATTEST:



City Clerk

IN WITNESS WHEREOF, the County of Lake has caused this Agreement to be executed and attested by its duly authorized representatives as of the 10th day of December, 2013.

Member:

COUNTY OF LAKE

Jeff Smith 12-10-2013
Name: Jeff Smith
Title: Chair, Board of Supervisors

ATTEST: MATT PERRY
Clerk of the Board

APPROVED AS TO FORM:
ANITA L. GRANT
County Counsel

By: *Mina Moore*
Deputy

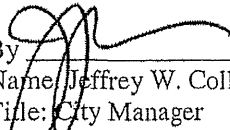
Anita L. Grant



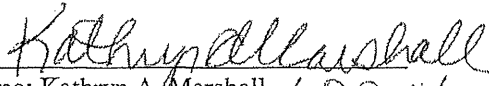
IN WITNESS WHEREOF, the City of Whittier has caused this Agreement to be executed and attested by its duly authorized representatives as of the 10th day of December, 2013.

Member:

CITY OF WHITTIER

By 
Name: Jeffrey W. Collier
Title: City Manager

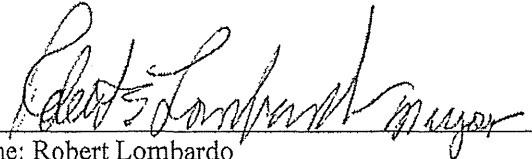
ATTEST:

By 
Name: Kathryn A. Marshall
Title: City Clerk-Treasurer 1-23-14

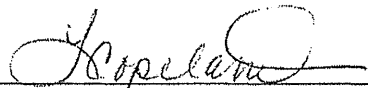
IN WITNESS WHEREOF, the City of Yucca Valley has caused this Agreement to be executed and attested by its duly authorized representatives as of the 17th day of December, 2013.

Member:

CITY OF YUCCA VALLEY

By 
Name: Robert Lombardo
Title: Mayor

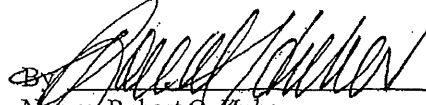
ATTEST:


Clerk

IN WITNESS WHEREOF, the City of Simi Valley has caused this Agreement to be executed and attested by its duly authorized representatives as of the 31st day of March, 2014.

Member:

CITY OF SIMI VALLEY

By 
Name: Robert O. Huber
Title: Mayor

ATTEST:

By 
Name: Ky Spangler
Title: Assistant City Clerk

IN WITNESS WHEREOF, the City of Wildomar has caused this Agreement to be executed and attested by its duly authorized representatives as of the 20th day of May, 2014.

Member:

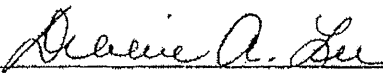
CITY OF WILDOMAR

By 

Name: Edny Nordquist

Title: City Manager

ATTEST:


City Clerk

IN WITNESS WHEREOF, the City of City of Rohnert Park has caused this Agreement to be executed and attested by its duly authorized representatives as of the 27 day of May, 2014.

Member:

CITY OF ROHNERT PARK


By 

Name: Darrin Jenkins

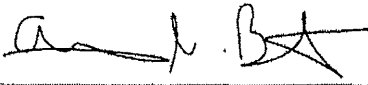
Title: City Manager

ATTEST:

Approved via Resolution No. 2014-055
at the May 27, 2014 City Council meeting.


City Clerk - JoAnne Buerger

APPROVED AS TO FORM:


City Attorney

IN WITNESS WHEREOF, the City of St. Helena has caused this Agreement to be executed and attested by its duly authorized representatives as of the 10th day of June, 2014.

Member:

CITY OF ST. HELENA

By 

Name: Ann Nevero

Title: Mayor

ATTEST:


Clerk

Cindy Black, Interim City Clerk

IN WITNESS WHEREOF, the City of Live Oak has caused this Agreement to be executed and attested by its duly authorized representatives as of the 18 day of June, 2014.

Member:

CITY OF LIVE OAK

By Steve Alvarado

Name: Steve Alvarado

Title: Mayor

ATTEST:

Melissa
Clerk



Section 18. Partial Invalidity.

If any one or more of the terms, provisions, 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, 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.

Section 19. Successors.

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, no Member may assign any right or obligation hereunder without the consent of the other Members.

Section 20. Miscellaneous.

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.

Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

This Agreement shall be governed under the laws of the State of California.

This Agreement is the complete and exclusive statement of the agreement among the Members, which supercedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between and among the Members relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the City of Porterville has caused this Agreement to be executed and attested by its duly authorized representatives as of the 5th day of August, 2014.

By: 

Milt Stowe, Mayor

ATTEST:

John D. Lollis, City Clerk

By: 

Patrice Hildreth, Chief Deputy City Clerk

This Agreement is the complete and exclusive statement of the agreement among the Members, which supersedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between and among the Members relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the Humboldt Community Services District has caused this Agreement to be executed and attested by its duly authorized representatives as of the 12th day of August 2014:

Member:

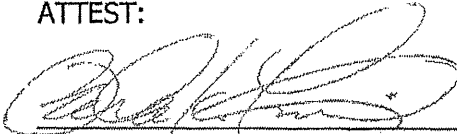
HUMBOLDT COMMUNITY SERVICES DISTRICT

By 

Name: David L. Saunderson

Title: Board President

ATTEST:



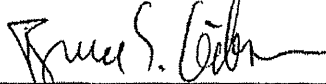
Brenda K. Franklin, Board Secretary

Attachment 2

IN WITNESS WHEREOF, the County of San Luis Obispo has caused this Agreement to be executed and attested by its duly authorized representatives as of the 12th day of August, 2014.

Member:

COUNTY OF SAN LUIS OBISPO

By 

Name:

Title:

ATTEST:

Julie L. Redewald, County Clerk-Recorder
and Ex-Officio Clerk of the Board of Supervisors

By 
Deputy Clerk

ATTEST:

By _____


Name:

Title:

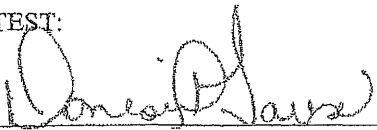
IN WITNESS WHEREOF, the City of Carson has caused this Agreement to be executed and attested by its duly authorized representatives as of the 2nd day of September, 2014.

Member:

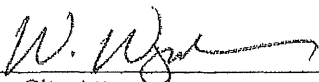
CITY OF CARSON,

By 
James L. Dear, Mayor

ATTEST:


Donesia L. Gause, CMC
City Clerk

APPROVED, AS TO FORM:
Aleshire & Wynder, LLP


City Attorney

IN WITNESS WHEREOF, the City of Costa Mesa has caused this Agreement to be executed and attested by its duly authorized representatives as of the 2nd day of September, 2014.

Member:

CITY OF COSTA MESA

By Thomas Hatch
Name: Thomas Hatch
Title: CEO

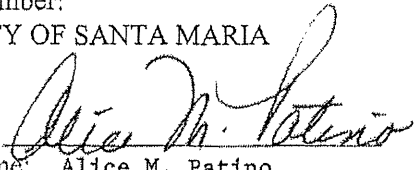
ATTEST:

Brenda Green 9/9/14
Brenda Green, City Clerk

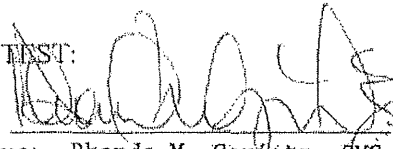


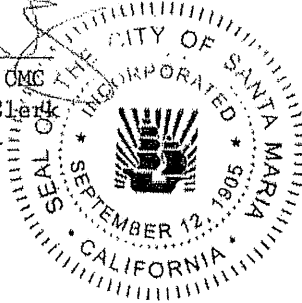
IN WITNESS WHEREOF, the City of Santa Maria has caused this Agreement to be executed and attested by its duly authorized representatives as of the 7th of October 2014.

Member:
CITY OF SANTA MARIA

By 
Name: Alice M. Patino
Title: Mayor, City of Santa Maria

ATTEST:


By _____
Name: Rhonda M. Garfetz, CMC
Title: Chief Deputy City Clerk
City of Santa Maria

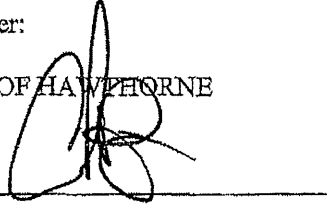


IN WITNESS WHEREOF, the City of Hawthorne has caused this Agreement to be executed and attested by its duly authorized representatives as of the 14 day of October, 2014.

Member:

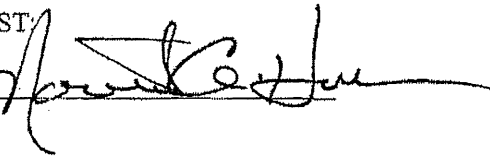
CITY OF HAWTHORNE

By _____
Name:
Title:

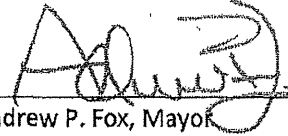


ATTEST:

By _____
Name:
Title:



IN WITNESS WHEREOF, the City of Thousand Oaks has caused this agreement to be executed and attested by its duly authorized representatives as of the 14th day of October, 2014.



Andrew P. Fox, Mayor
City of Thousand Oaks, California

ATTEST:



Linda D. Lawrence, City Clerk

APPROVED AS TO FORM:



Tracy M. Noonan, City Attorney

APPROVED AS TO ADMINISTRATION:



Scott Mitnick, City Manager

IN WITNESS WHEREOF, the City of San Diego has caused this Agreement to be executed and attested by its duly authorized representatives as of the 22nd day of October, 2014.

Member:

CITY OF SAN DIEGO

By

Mary Lewis
Mary Lewis
Chief Financial Officer

ATTEST:

Elizabeth M. Rank
Clerk

APPROVED AS TO FORM AND LEGALITY
THE CITY OF SAN DIEGO

JAN I. GOLDSMITH, City Attorney

By

Brant C. Will
Brant C. Will
Deputy City Attorney

RR-309206

IN WITNESS WHEREOF, the City of Elk Grove has caused this Agreement to be executed and attested by its duly authorized representatives as of the 24 day of October, 2014.

Member:

CITY OF ELK GROVE

By Laura S. Hill
Name: Laura S. Gill
Title: City Manager

Approved as to Form:

CITY OF ELK GROVE

By Jonathan P. Hobbs
Name: Jonathan P. Hobbs
Title: City Attorney

ATTEST:

Jason Lindgren
Jason Lindgren, City Clerk
Dated: October 24, 2014



IN WITNESS WHEREOF, the County of El Dorado has caused this Agreement to be executed and attested by its duly authorized representatives as of the 28th day of October, 2014.

Member:

COUNTY OF EL DORADO

By

Name: Brian K. Veerkamp
Title: First Vice-Chair

James S. Mitrasin
Clerk of the Board of Supervisors


ATTEST:


[Signature]
Deputy Clerk

IN WITNESS WHEREOF, the City of Orange has caused this Agreement to be executed and attested by its duly authorized representatives as of the ___ day of _____, 2014.

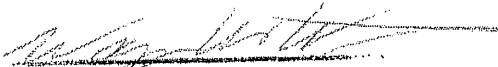
Member:

CITY OF ORANGE

By 
Name: John W. Sibley
Title: CITY MANAGER

ATTEST
By 
Name: Robert Zornado
Title: chief clerk

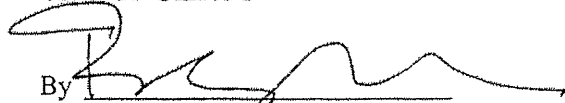
APPROVED AS TO FORM


WAYNE W. WINTHERS
City Attorney

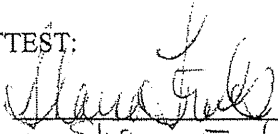
IN WITNESS WHEREOF, the City of Gilroy has caused this Agreement to be executed and attested by its duly authorized representatives as of the 5 day of NOVEMBER, 2014.

Member:

CITY OF GILROY

By 
Name: THOMAS S. HAGLUND
Title: CITY ADMINISTRATOR

ATTEST:

By 
Name: Shawn Freels
Title: City Clerk

Approved as to Form:

Gilroy City Attorney's Office

By: 
City Attorney

IN WITNESS WHEREOF, the City of Sausalito has caused this Agreement to be executed and attested by its duly authorized representatives as of the 21st day of November, 2014.

Member:

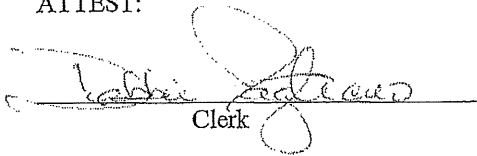
CITY OF SAUSALITO

By

Name: Adam Politzer

Title: City Manager

ATTEST:


Clerk

IN WITNESS WHEREOF, the City of Camarillo has caused this Agreement to be executed and attested by its duly authorized representatives as of the 28th day of January, 2015.

Member:

CITY OF CAMARILLO

By 
Name: Bruce Feng
Title: City Manager

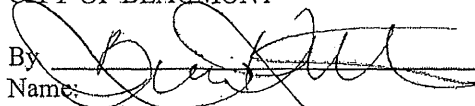
ATTEST:

By 
Name: Jeffrie Madland
Title: City Clerk

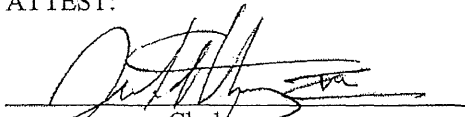
IN WITNESS WHEREOF, the City of Beaumont has caused this Agreement to be executed and attested by its duly authorized representatives as of the 2nd day of February 2015.

Member:

CITY OF BEAUMONT

By 
Name: _____
Title: _____

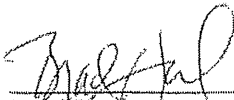
ATTEST:


Clerk

IN WITNESS WHEREOF, the City of Jurupa Valley has caused this Agreement to be executed and attested by its duly authorized representatives as of the 2nd day of April, 2015.

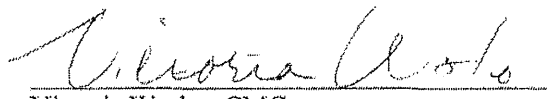
Member:

CITY OF JURUPA VALLEY

By: 

Brad Hancock
Mayor

ATTESTED BY:



Victoria Wasko, CMC
City Clerk

IN WITNESS WHEREOF, the City of Goleta has caused this Agreement to be executed and attested by its duly authorized representatives as of the 7th day of April, 2015.

Member:

CITY OF GOLETA

By Paula Perotte
Paula Perotte, Mayor

ATTEST:

By Deborah S. Lopez
Deborah S. Lopez, City Clerk

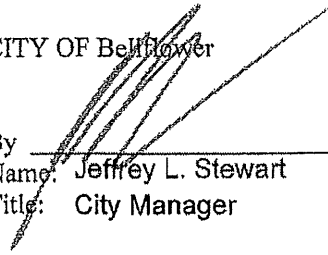
ATTEST:

By Tim W. Giles
Tim W. Giles, City Attorney


IN WITNESS WHEREOF, the City of Bellflower has caused this Agreement to be executed and attested by its duly authorized representatives as of the 8th day of June, 2015.

Member:

CITY OF Bellflower

By 
Name: Jeffrey L. Stewart
Title: City Manager

ATTEST:

By 
Name: Debra D. Bauchop
Title: City Clerk

City of Bellflower Agreement File No. 674

IN WITNESS WHEREOF, the City of Greenfield has caused this Agreement to be executed and attested by its duly authorized representatives as of the 9th day of June, 2015.

Member:

CITY OF GREENFIELD

By [Signature]
Name: Susan Stinson
Title: City Manager

ATTEST:

By [Signature]
Name: Ann F. Rathbun
Title: City Clerk

IN WITNESS WHEREOF, the City of Eureka has caused this Agreement to be executed and attested by its duly authorized representatives as of the 2nd day of June, 2015.


CITY OF EUREKA



Frank J. Jäger, Mayor of the City of Eureka

Dated: 06/18/2015

Approved as to Administration:

By: 


Greg L. Sparks, City Manager

Approved as to Form:

By: 

Cyndy Day-Wilson, City Attorney

Attest:

By: 

Christine Tyson, Deputy City Clerk

[SIGNATURE PAGE FOR JPA AGREEMENT]

IN WITNESS WHEREOF, the City of Coalinga has caused this Agreement to be executed and attested by its duly authorized representatives as of the 2 day of July, 2015.

Member:

CITY OF COALINGA

By Ron Ramsey
Name: Ron Ramsey
Title: Mayor

ATTEST:

[Signature]
Deputy City Clerk

[SIGNATURE PAGE FOR JPA AGREEMENT]

IN WITNESS WHEREOF, the City of Upland has caused this Agreement to be executed and attested by its duly authorized representatives as of the 10th day of August, 2015.

Member:

CITY OF UPLAND

By Rod B. Butler

Name: Rod B. Butler

Title: City Manager

ATTEST:

Debbi Covington
Debbi Covington, Deputy City Clerk

[SIGNATURE PAGE FOR JPA AGREEMENT]

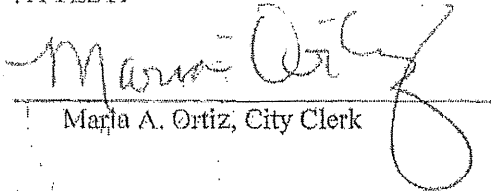
IN WITNESS WHEREOF, the City of Avenal has caused this Agreement to be executed and attested by its duly authorized representatives as of the 13 day of AUGUST, 2015.

Member:

CITY OF AVENAL

By 
Harlin Casda, Mayor

ATTEST:


Marla A. Ortiz, City Clerk

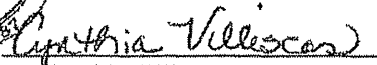
IN WITNESS WHEREOF, the City of Twentynine Palms has caused this Agreement to be executed and attested by its duly authorized representatives as of the 8th day of September, 2015.

Member:

CITY OF TWENTYNINE PALMS

By 
Name: Joel A. Klink
Title : Mayor




Name: Cynthia Villegas
Title: City Clerk

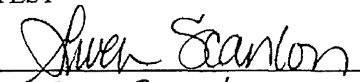
IN WITNESS WHEREOF, the City of Lincoln has caused this Agreement to be executed and attested by its duly authorized representatives as of the 9th day of September, 2015

Member

CITY OF LINCOLN

By 
Name Matthew Brower
Title City Manager

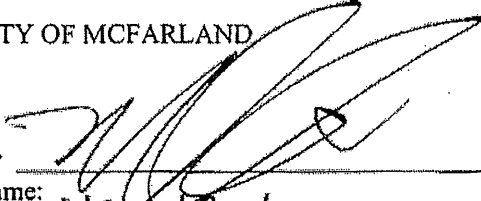
ATTEST

By 
Name Gwen Scanlon
Title City Clerk

IN WITNESS WHEREOF, the City of McFarland has caused this Agreement to be executed and attested by its duly authorized representatives as of the 22nd day of October, 2015.

Member:

CITY OF MCFARLAND

By 
Name: Margaret Cantre
Title: Mayor

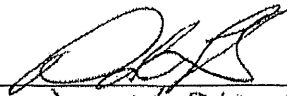
ATTEST:


Clerk

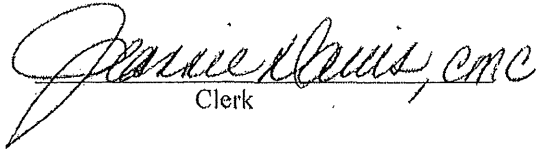
IN WITNESS WHEREOF, the City of Fowler has caused this Agreement to be executed and attested by its duly authorized representatives as of the 3rd day of November, 2015.

Member:

CITY OF FOWLER

By 
Name: David Elias
Title: City Manager


ATTEST:


Clerk

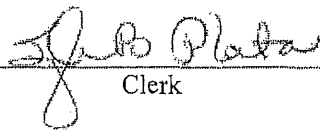
IN WITNESS WHEREOF, the City of Reedley has caused this Agreement to be executed and attested by its duly authorized representatives as of the 10th day of November, 2015.

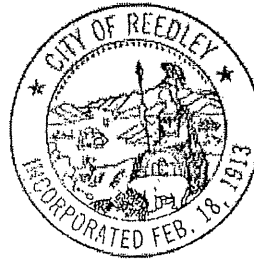
Member:

CITY OF REEDLEY

By 
Name: Nicole R. Zieba
Title: City Manager

ATTEST:


Clerk



IN WITNESS WHEREOF, the City of Dinuba has caused this Agreement to be executed and attested by its duly authorized representatives as of the 25th day of November, 2015.

Member:

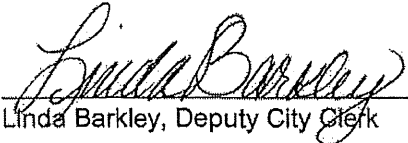
CITY OF DINUBA

By: 

Name: Emilio Morales

Title: Mayor

ATTEST:


Linda Barkley, Deputy City Clerk

IN WITNESS WHEREOF, the City of La Mesa has caused this Agreement to be executed and attested by its duly authorized representatives as of the 25 day of 2015, 2015.

November

Member:

CITY OF LA MESA

By Mark Arapostathis
Name: Mark Arapostathis
Title: Mayor

ATTEST:

Mary Kennedy
Clerk

Approved as to form:

Glenn Sabine
Glenn Sabine, City Attorney

IN WITNESS WHEREOF, the City of Orange Cove has caused this Agreement to be executed and attested by its duly authorized representatives as of the 9th day of December, 2015.

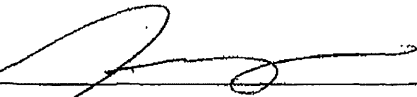
Member:

CITY OF ORANGE COVE

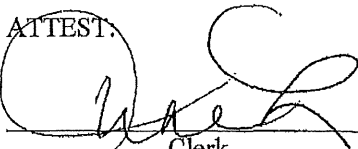
By

Name:

Title:


City Manager

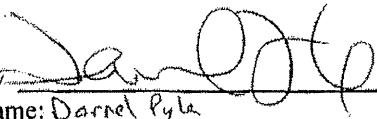
ATTEST:


Clerk

IN WITNESS WHEREOF, the City of Hanford has caused this Agreement to be executed and attested by its duly authorized representatives as of the 15 day of December, 2015.

Member:

CITY OF HANFORD

By 
Name: Darnel Pyle
Title: City Manager

ATTEST:

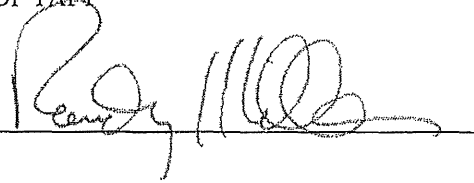

Clerk

IN WITNESS WHEREOF, the City of Taft has caused this Agreement to be executed and attested by its duly authorized representatives as of the 15th day of December, 2015.

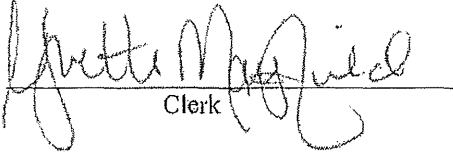
Member:

CITY OF TAFT

By
Name:
Title:



ATTEST:



Clerk

IN WITNESS WHEREOF, the City of Solana Beach has caused this Agreement to be executed and attested by its duly authorized representatives as of the 13th day of January, 2016.

Member:

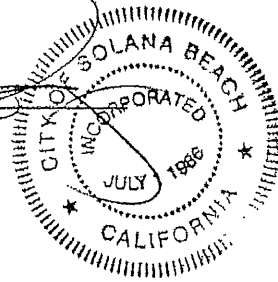
CITY OF SOLANA BEACH

By David A. Zito
Name: David A. Zito
Title: Mayor

ATTEST:

Angela Ivey
Clerk

Angela Ivey, City Clerk



IN WITNESS WHEREOF, the City of Lynwood has caused this Agreement to be executed and attested by its duly authorized representatives as of the 2nd day of February, 2016.

Member:

CITY OF LYNWOOD

By Edwin Hernandez 2/11/16
Name: Edwin Hernandez
Title: Mayor

ATTEST:

Maria Quiroga
City Clerk

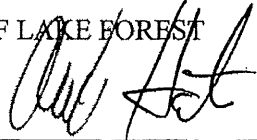
APPROVED AS TO FORM:
David A. Garcia

David A. Garcia
City Attorney

IN WITNESS WHEREOF, the City of Lake Forest has caused this Agreement to be executed and attested by its duly authorized representatives as of the 2nd day of February, 2016.

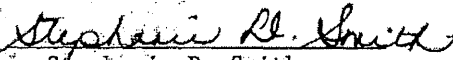
Member:

CITY OF LAKE FOREST

By 
Name: Andrew Hamilton

Title: Mayor

ATTEST:

By 

Name: Stephanie D. Smith

Title: City Clerk

IN WITNESS WHEREOF, the City of Lemoore has caused this Agreement to be executed and attested by its duly authorized representatives as of the 16th day of February 2016.

Member:

CITY OF LEMOORE

By Andrea Welsh
Name: Andrea Welsh
Title: City Manager

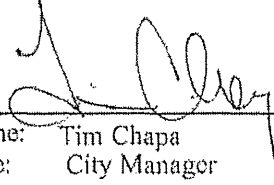
ATTEST:

Mary J. Venegas
Mary J. Venegas, City Clerk

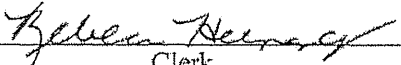
IN WITNESS WHEREOF, the City of Sanger has caused this Agreement to be executed and attested by its duly authorized representatives as of the 18th day of February, 2015, 2016.

Member:

CITY OF SANGER

By 
Name: Tim Chapa
Title: City Manager

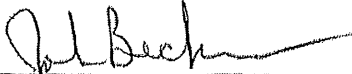
ATTEST:


Clerk

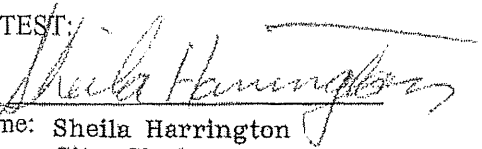
IN WITNESS WHEREOF, the City of Newark has caused this Agreement to be executed and attested by its duly authorized representatives as of the 24 day of March, 2016.

Member:

CITY OF NEWARK

By 
Name: John Becker
Title: City Manager

ATTEST:

By 
Name: Sheila Harrington
Title: City Clerk

IN WITNESS WHEREOF, the City of Firebaugh has caused this Agreement to be executed and attested by its duly authorized representatives as of the 28 day of March, 2015.

Member:

CITY OF FIREBAUGH

By Ben Gallegos
Name: Ben Gallegos
Title: Interim City Manager

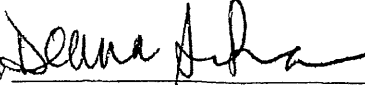
ATTEST:

Rita Fozano
Deputy Clerk

IN WITNESS WHEREOF, the City of Sunnyvale has caused this Agreement to be executed and attested by its duly authorized representatives as of the 4th day of April, 2016.

Member:

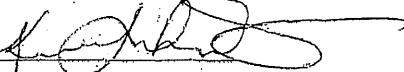
CITY OF SUNNYVALE

By 

Name: Deanna J. Santana

Title: City Manager

ATTEST:

By 

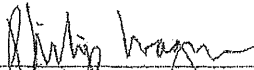
Name: Kathleen Franco Simmons

Title: City Clerk


IN WITNESS WHEREOF, the City of Bell Gardens has caused this Agreement to be executed and attested by its duly authorized representatives as of the 11th day of April, 2016.

Member:

CITY OF BELL GARDENS

By 
Name: Philip Wagner
Title: City Manager

ATTEST:

By 
Name: Kristina Santana
Title: City Clerk

Section 18. Partial Invalidity.

If any one or more of the terms, provisions, 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, 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.

Section 19. Successors.

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, no Member may assign any right or obligation hereunder without the consent of the other Members.

Section 20. Miscellaneous.

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.

Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

This Agreement shall be governed under the laws of the State of California.

This Agreement is the complete and exclusive statement of the agreement among the Members, which supersedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between and among the Members relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the City of Corcoran has caused this Agreement to be executed and attested by its duly authorized representatives as of the 12th day of April 2016.

Member:


CITY OF CORCORAN

By 

Name: Kindon Meik

Title: City Manager

ATTEST:

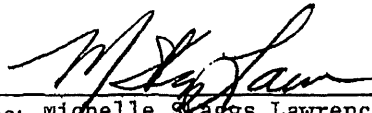


City Clerk

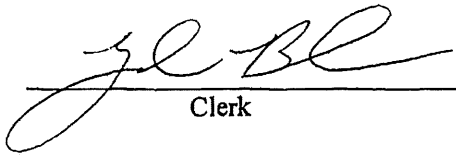
IN WITNESS WHEREOF, the City of Oceanside has caused this Agreement to be executed and attested by its duly authorized representatives as of the 18th day of May, 2016.


Member:

CITY OF OCEANSIDE

By 
Name: michelle Skaggs Lawrence
Title: City Manager

ATTEST:


Clerk

APPROVED AS TO FORM
OCEANSIDE CITY ATTORNEY

BARBARA L. HAMILTON
Assistant City Attorney

IN WITNESS WHEREOF, the City of Rancho Mirage has caused this Agreement to be executed and attested by its duly authorized representatives as of the 19th day of May, 2016.

Member:

CITY OF RANCHO MIRAGE

By Ted Weill
Name: Ted Weill
Title: Mayor

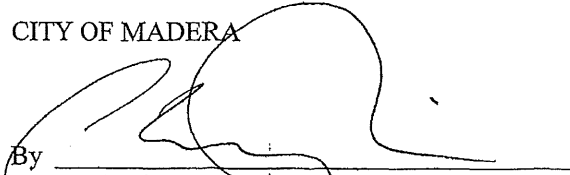
ATTEST:

Cynthia Scott
Clerk

IN WITNESS WHEREOF, the City of Madera has caused this Agreement to be executed and attested by its duly authorized representatives as of the 6th day of July, 2016.

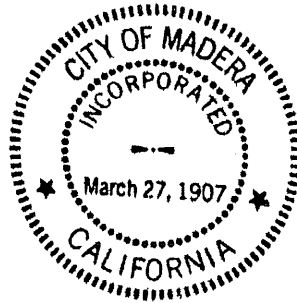
Member:

CITY OF MADERA

By 
Name: Charles F. Zigby
Title: Mayor Pro-Tem

ATTEST:


Clerk



IN WITNESS WHEREOF, the City of Stanton has caused this Agreement to be executed and attested by its duly authorized representatives as of the 12th day of July, 2016.

Member:

CITY OF STANTON

By Brian DeLuca
Name:
Title:

ATTEST:
[Signature]
Clerk

IN WITNESS WHEREOF, the City of Fortuna has caused this Agreement to be executed and attested by its duly authorized representatives as of the 18th day of July, 2016.

Member:

CITY OF FORTUNA

By 

Name: REGAN M. CHANDEZ

Title: CITY MANAGER

ATTEST:


Clerk

[SIGNATURE PAGE FOR JPA AGREEMENT]

IN WITNESS WHEREOF, the City of San Bernardino has caused this Agreement to be executed and attested by its duly authorized representatives as of the 1st day of August, 2016.

Member:

CITY OF SAN BERNARDINO

By Stacey Aldstadt
Name: Stacey R. Aldstadt
Title: General Manager

ATTEST:

Rohini Ghans
Clerk

IN WITNESS WHEREOF, the City of Redwood City has caused this Agreement to be executed and attested by its duly authorized representatives as of the 9 day of August, 2016.

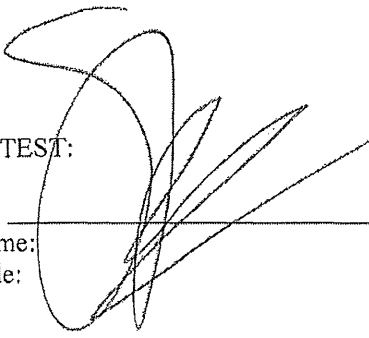
Member:

CITY OF REDWOOD CITY

By Melissa Stevenson Diaz
Name: Melissa Stevenson Diaz
Title: City Manager

ATTEST:

By _____
Name:
Title:



IN WITNESS WHEREOF, the City of Mission Viejo has caused this Agreement to be executed and attested by its duly authorized representatives as of the 23rd day of August, 2016.

Member:

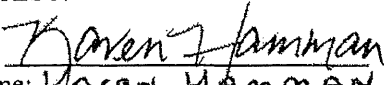
CITY OF MISSION VIEJO

By 

Name: FRANK URI

Title: MAYOR

ATTEST:

By 
Name: KAREN HAMMAN
Title: CITY CLERK

IN WITNESS WHEREOF, the City of Capitola has caused this Agreement to be executed and attested by its duly authorized representatives as of the 25 day of August, 2016.

Member:

CITY OF CAPITOLA

By 

Name: JAMES GOLDSTEIN

Title: CITY MANAGER

ATTEST:

By 

Name: Susan Sneddon

Title: City Clerk

IN WITNESS WHEREOF, the City of American Canyon has caused this Agreement to be executed and attested by its duly authorized representatives as of the 6 day of September, 2016.

Member:

CITY OF AMERICAN CANYON

By Dana Shigley
Name: Dana Shigley
Title: City Manager

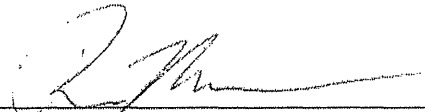
ATTEST:

By Lora Hudson
Name: Lora Hudson
Title: Administrative Assistant

IN WITNESS WHEREOF, the City of National City has caused this Agreement to be executed and attested by its duly authorized representatives as of the 7th day of September, 2016.

Member:

CITY OF NATIONAL CITY

By 
Name: Ron Morrison
Title: Mayor

ATTEST:

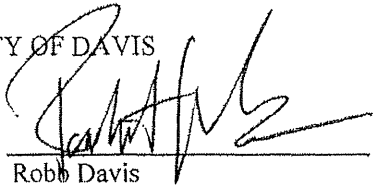

Mike Dalla, City Clerk

IN WITNESS WHEREOF, the City of Davis has caused this Agreement to be executed and attested by its duly authorized representatives as of the 19 day of September, 2016.

Member:

CITY OF DAVIS

By


Robb Davis
Mayor

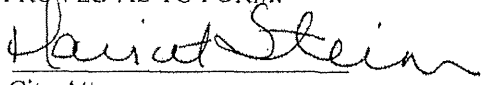
ATTEST:

By


Zoe S. Mirabile
City Clerk

APPROVED AS TO FORM:

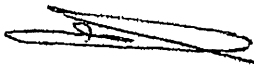
By


Harriet Stein
City Attorney

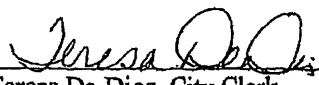
IN WITNESS WHEREOF, the City of Walnut has caused this Agreement to be executed and attested by its duly authorized representatives as of the 12th day of October, 2016.

Member:

CITY OF WALNUT

By 
Name: Eric Ching
Title: Mayor

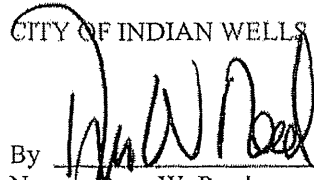
ATTEST:


Teresa De Dios, City Clerk
City of Walnut

IN WITNESS WHEREOF, the City of Indian Wells has caused this Agreement to be executed and attested by its duly authorized representatives as of the 12th day of October, 2016.

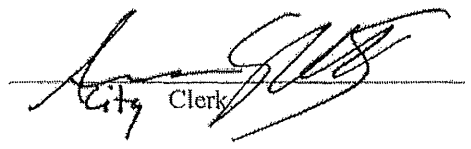
Member:

CITY OF INDIAN WELLS



By _____
Name: Dana W. Reed
Title: Mayor

ATTEST:



City Clerk

CONTRACT NO. C35800

IN WITNESS WHEREOF, the City of Palm Desert has caused this Agreement to be executed and attested by its duly authorized representatives as of the 13th day of October, 2016.

Member:

CITY OF PALM DESERT

By Robert A. Spiegel
Name: Robert A. Spiegel
Title: Mayor

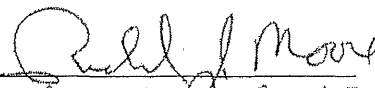
ATTEST:

Racheille D. Klassen
Racheille D. Klassen, City Clerk

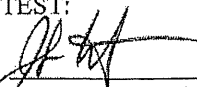
IN WITNESS WHEREOF, the City of Santa Fe Springs has caused this Agreement to be executed and attested by its duly authorized representatives as of the 20th day of October, 2016.

Member:

CITY OF SANTA FE SPRINGS

By 
Name: Richard A. Moore
Title: Mayor

ATTEST:

By 
Name: Janet Martinez
Title: City Clerk

IN WITNESS WHEREOF, the Antelope Valley-East Kern Water Agency has caused this Agreement to be executed and attested by its duly authorized representatives as of the 16th day of November, 2016.

Member:

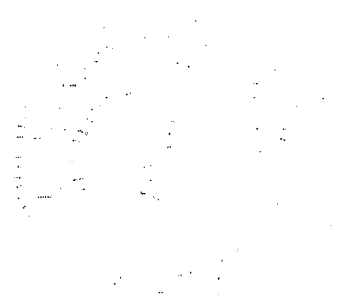
ANTELOPE VALLEY-EAST KERN WATER AGENCY

By Keith Dyas
Name: Keith Dyas
Title: Board President

ATTEST:

[Signature]
Clerk

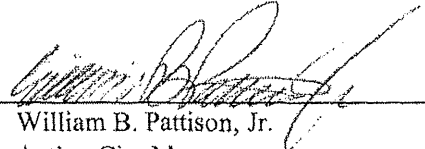
REF: R-16-29 11-16-16
CT



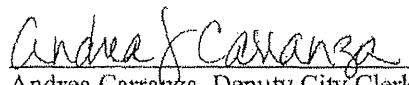
IN WITNESS WHEREOF, the City of Coachella has caused this Agreement to be executed and attested by its duly authorized representatives as of the 14th day of December, 2016.

Member:

CITY OF COACHELLA

By 
Name: William B. Pattison, Jr.
Title: Acting City Manager

ATTEST:

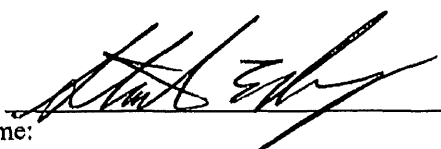

Andrea Carranza, Deputy City Clerk

IN WITNESS WHEREOF, the City of Cathedral City has caused this Agreement to be executed and attested by its duly authorized representatives as of the 11th day of January, 2016, 2017

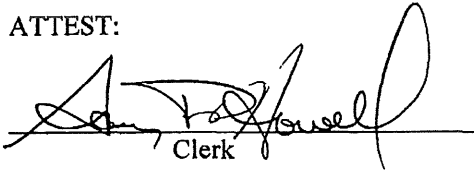
Member:

CITY OF CATHEDRAL CITY

By _____
Name:
Title:



ATTEST:

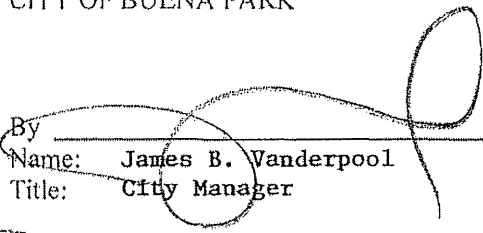


Clerk

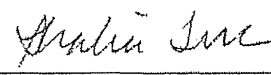
IN WITNESS WHEREOF, the City of Buena Park has caused this Agreement to be executed and attested by its duly authorized representatives as of the 14th day of February, 2017.

Member:

CITY OF BUENA PARK

By 
Name: James B. Vanderpool
Title: City Manager

ATTEST:


City Clerk



IN WITNESS WHEREOF, the City of Seaside has caused this Agreement to be executed and attested by its duly authorized representatives as of the 14th day of March, 2017.


Member:

CITY OF SEASIDE

By

Name:

Title:

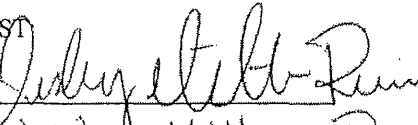

CRAIG MARTIN
CITY MANAGER

ATTEST

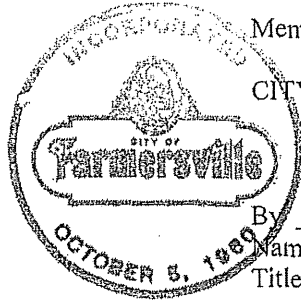
By

Name:

Title:


Leslie Milton-Reitz
City Clerk

IN WITNESS WHEREOF, the City of Farmersville has caused this Agreement to be executed and attested by its duly authorized representatives as of the 13th day of MARCH, 2017.



Member:

CITY OF FARMERSVILLE

By

Name:

Title:

Paul Boyer

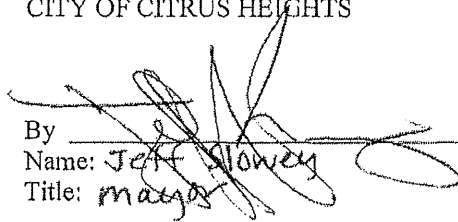
ATTEST:

Rafiq Aheer
Clerk

IN WITNESS WHEREOF, the City of Citrus Heights has caused this Agreement to be executed and attested by its duly authorized representatives as of the 28 day of March, 2016. *A Van*

Member:

CITY OF CITRUS HEIGHTS

By 
Name: Jeff Slower
Title: Mayor


ATTEST:


Clerk


IN WITNESS WHEREOF, the City of Fremont has caused this Agreement to be executed and attested by its duly authorized representatives as of the 4th day of April, 2017.

Member:

CITY OF FREMONT

By 
Name: **Jessica von Borck**
Title: **Assistant City Manager**

ATTEST:


Clerk

APPROVED AS TO FORM:



Debra S. Margolis
Assistant City Attorney

IN WITNESS WHEREOF, the Yorba Linda Water District has caused this Agreement to be executed and attested by its duly authorized representatives as of the 11 day of APRIL, 2017.

Member:

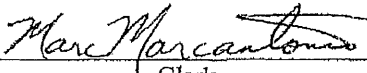
YORBA LINDA WATER DISTRICT

By 

Name:

Title:

ATTEST:


Clerk

IN WITNESS WHEREOF, the City of Adelanto has caused this Agreement to be executed and attested by its duly authorized representatives as of the 12th day of April, 2017.

Member:

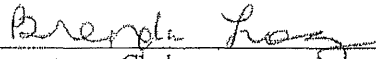
CITY OF ADELANTO

By 

Name: Richard Kerr

Title: Mayor

ATTEST:


Deputy Clerk

IN WITNESS WHEREOF, the City of Selma has caused this Agreement to be executed and attested by its duly authorized representatives as of the 18th day of April, 2017.

Member:

CITY OF SELMA

By De EL
Name: David Elias
Title: City Manager

ATTEST:

Margie Rivera
Clerk

IN WITNESS WHEREOF, the City of Chico has caused this Agreement to be executed and attested by its duly authorized representatives as of the 11th day of May, 2017.

Member:

CITY OF CHICO

By Mark Orme

Name: Mark Orme

Title: City Manager*

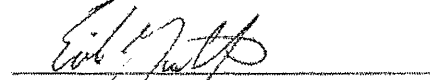
*Authorized by City Council Resolution No. 44-15 adopted on 9/1/15, and City Budget Policy G.6.a.

APPROVED AS TO FORM

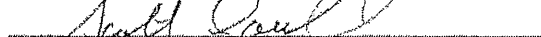

Vince C. Ewing, City Attorney*

*Pursuant to The Charter of the City of Chico, Section 906(D)

APPROVED AS TO CONTENT


Erik Gustafson, Public Works Director
Operations & Maintenance

REVIEWED AS TO CONTENT


Scott Dowell, Administrative Services Director*

*Reviewed by Finance and Information Systems

IN WITNESS WHEREOF, the City of Albany has caused this Agreement to be executed and attested by its duly authorized representatives as of the 15th day of May, 2017.

Member:

CITY OF ALBANY

By *Peggy McQuaid*
Name: *Peggy McQuaid*
Title: *Mayor*

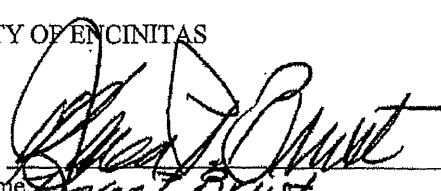
ATTEST:

Eileen Harrington
Deputy City Clerk
5/16/17

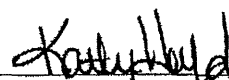
IN WITNESS WHEREOF, the City of Encinitas has caused this Agreement to be executed and attested by its duly authorized representatives as of the 7th day of June, 2017.

Member:

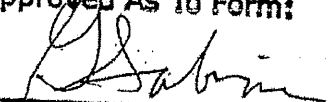
CITY OF ENCINITAS

By 
Name: Brent Brust
Title: City Manager

ATTEST:


Clerk

Approved As To Form:

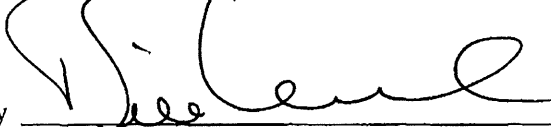
 6/7/17
Glenn Sabine, City Attorney Date

Joint Exercise of Powers Agreement dated January 1, 2004 with the California Municipal Finance Authority.

IN WITNESS WHEREOF, the City of San Ramon has caused this Agreement to be executed and attested by its duly authorized representatives as of the 23 day of June, 2017.

Member:

CITY OF SAN RAMON



By _____
Name: *Bill Clarkson*
Title: *Mayor*

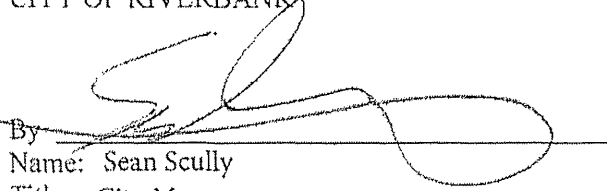
ATTEST:


Clerk

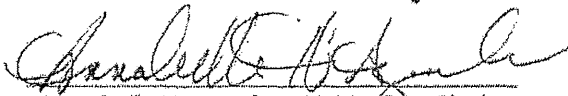
IN WITNESS WHEREOF, the City of Riverbank has caused this Agreement to be executed and attested by its duly authorized representatives as of the 13th day of June, 2017.

Member:

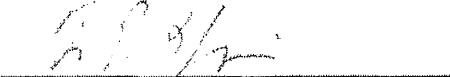
CITY OF RIVERBANK

By 
Name: Sean Scully
Title: City Manager

ATTEST:


Annabelle H. Aguilar, CMC, City Clerk

APPROVED AS TO FORM:


Tom P. Hallinan, City Attorney

CERTIFICATION

I hereby certify the foregoing is a true and correct copy of the original document on file in the office of the City Clerk of the City of Riverbank.


CITY CLERK

DATED 07/17/2017

Section 18. Partial Invalidity.

If any one or more of the terms, provisions, 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, 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.

Section 19. Successors.

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, no Member may assign any right or obligation hereunder without the consent of the other Members.

Section 20. Miscellaneous.

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.

Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

This Agreement shall be governed under the laws of the State of California.

This Agreement is the complete and exclusive statement of the agreement among the Members, which supercedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between and among the Members relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the City of Nevada City has caused this Agreement to be executed and attested by its duly authorized representatives as of the 14th day of June, 2017.

Member:

CITY OF NEVADA CITY

By Evans Phelps
Name: Evans Phelps
Title: Mayor

ATTEST:

Niel Locke
Niel Locke, Clerk

IN WITNESS WHEREOF, the City of Walnut Creek has caused this Agreement to be executed and attested by its duly authorized representatives as of the 21st day of JULY, 2017.

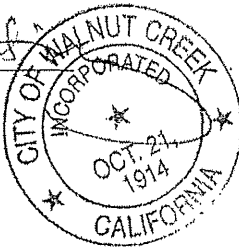
Member:

CITY OF WALNUT CREEK

By Francis M. Robustelli
Name:
Title:

ATTEST:

Suzanne Hall
Clerk



The seal is circular with the text "CITY OF WALNUT CREEK" at the top, "INCORPORATED" in the middle, "OCT. 21 1914" in the center, and "CALIFORNIA" at the bottom. There are two stars on either side of the central date.

IN WITNESS WHEREOF, the City of Chula Vista has caused this Agreement to be executed and attested by its duly authorized representatives as of the 8th day of August, 2017.

Member:

CITY OF CHULA VISTA, a municipal corporation

By Mary Casillas Salas
Name: Mary Casillas Salas
Title: Mayor

ATTEST:

Kerry Bigelow
Kerry Bigelow, City Clerk


APPROVED AS TO FORM:

By: Glen R. Googins
Glen R. Googins, City Attorney

IN WITNESS WHEREOF, the City of La Puente has caused this Agreement to be executed and attested by its duly authorized representatives as of the 8th day of August, 2017.

"MEMBER"

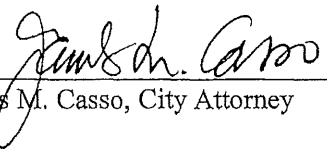
City of La Puente

By: 
David Carmany, City Manager

Attest:

By: 
Sheryl Garcia, Chief Deputy City Clerk

Approved as to form:

By: 
James M. Casso, City Attorney

IN WITNESS WHEREOF, the City of South Lake Tahoe has caused this Agreement to be executed and attested by its duly authorized representatives as of the 15th day of August, 2017.

Member:

CITY OF SOUTH LAKE TAHOE

By A.C. Lass
Name: _____
Title: MAYOR

ATTEST:
[Signature]
Clerk



IN WITNESS WHEREOF, the City of Big Bear Lake has caused this Agreement to be executed and attested by its duly authorized representatives as of the 28 day of August, 2017.

Member:

CITY OF BIG BEAR LAKE

By Jeff Mathieu
Name: Jeff Mathieu
Title: City Manager

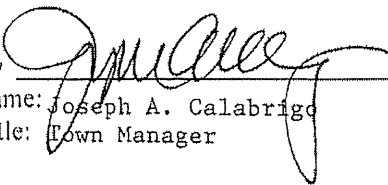
ATTEST:

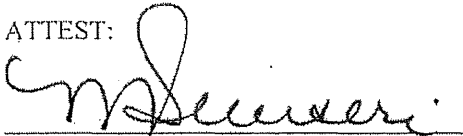
K. Smith
Clerk

IN WITNESS WHEREOF, the Town of Danville has caused this Agreement to be executed and attested by its duly authorized representatives as of the 3rd day of October, 2017.

Member:

TOWN OF DANVILLE

By 
Name: Joseph A. Calabrigo
Title: Town Manager

ATTEST:

Clerk

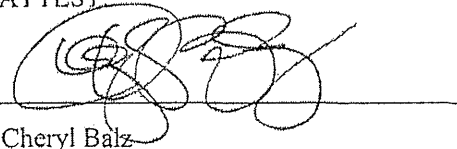
IN WITNESS WHEREOF, the City of Chino Hills has caused this Agreement to be executed and attested by its duly authorized representatives as of the 24th day of October, 2017.

Member:

CITY OF CHINO HILLS

By _____
Name: Ray Marquez
Title: Mayor

ATTEST:

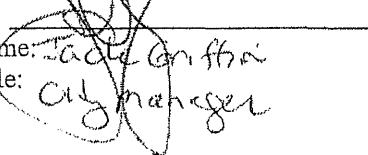


Cheryl Balz
City Clerk


IN WITNESS WHEREOF, the City of San Marcos has caused this Agreement to be executed and attested by its duly authorized representatives as of the 24th day of October, 2017.

Member:

CITY OF SAN MARCOS

By 
Name: Wade Griffith
Title: City Manager

ATTEST:

By 
Name: Philip Scatena
Title: City Clerk

IN WITNESS WHEREOF, the City of Canyon Lake has caused this Agreement to be executed and attested by its duly authorized representatives as of the 1st day of November, 2017.

CITY OF CANYON LAKE

By: Cannon D. Palmi Dated: 11/1/17

ATTEST:

By: Shami Rosen Dated: 11/1/17
Deputy

Approved as to form

By: [Signature]
City Attorney

IN WITNESS WHEREOF, the City of Manteca has caused this Agreement to be executed and attested by its duly authorized representatives as of the 13 day of November, 2017.

Member:

CITY OF MANTECA

By Stephen DeBrum
Name: Stephen F. DeBrum
Title: Mayor

ATTEST:

By Lisa Blackmon
For: Name: Lisa Blackmon
Title: City Clerk

APPROVE AS TO FORM:

By John Brinton
Name: John Brinton
Title: Manteca City Attorney