

File No. 180329

Committee Item No. 7
Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS
AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Committee

Date April 16, 2018

Board of Supervisors Meeting

Date _____

Cmte Board

- Motion
- Resolution
- Ordinance
- Legislative Digest
- Budget and Legislative Analyst Report
- Youth Commission Report
- Introduction Form
- Department/Agency Cover Letter and/or Report
- MOU
- Grant Information Form
- Grant Budget
- Subcontract Budget
- Contract/Agreement
- Form 126 – Ethics Commission
- Award Letter
- Application
- Public Correspondence

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Completed by: Linda Wong Date April 16, 2018
Completed by: Linda Wong Date _____

1 [Issuance of Bonds - California Municipal Finance Authority - Presidio Knolls School, Inc. - Not
2 to Exceed \$40,000,000]

3 **Resolution approving in accordance with Section 147(f) of the Internal Revenue Code**
4 **of 1986, as amended, and in accordance with the Joint Exercise of Powers Agreement,**
5 **dated as of January 1, 2004, among the California Municipal Finance Authority**
6 **("Authority") and certain local agencies, including the City and County of San**
7 **Francisco ("City"), as amended from time to time, the issuance of revenue bonds or a**
8 **tax-exempt loan by the Authority in an aggregate principal amount not to exceed**
9 **\$40,000,000 ("Loans") and the loan of the proceeds thereof to Presidio Knolls School,**
10 **Inc., a California nonprofit public benefit corporation ("Borrower") to refinance certain**
11 **loans issued for the benefit of the Borrower, finance or refinance the acquisition,**
12 **construction, equipping and furnishing of facilities located and to be located at 1415**
13 **Howard Street and 220, 230, 240, 250, and 260-10th Street, within the City, and pay**
14 **certain expenses incurred in connection with the issuance of the Loans.**

15
16 WHEREAS, The California Municipal Finance Authority ("Authority") is authorized
17 pursuant to the provisions of the Joint Exercise of Powers Act, comprising Articles 1, 2, 3 and
18 4 of Chapter 5 of Division 7 of Title 1 (commencing with Section 6500) of the Government
19 Code of the State of California, and the Joint Exercise of Powers Agreement, dated as of
20 January 1, 2004, among the Authority and certain local agencies, including the City and
21 County of San Francisco ("City"), as amended from time to time (as so amended, the
22 "Agreement"), to issue revenue bonds and other forms of indebtedness to assist nonprofit
23 corporations to obtain financing, including tax-exempt financing, for certain projects and
24 purposes; and
25

1 WHEREAS, The City is a member of the Authority; and

2 WHEREAS, The Presidio Knolls School, Inc., a California nonprofit public benefit
3 corporation ("Borrower") and an organization described in Code, Section 501(c)(3), has
4 requested that the Authority issue revenue bonds or a tax-exempt loan in an aggregate
5 principal amount not to exceed \$40,000,000 ("Loans") and loan the proceeds thereof to the
6 Borrower to (a) refinance certain loans issued for the benefit of the Borrower ("Prior Loans"),
7 the proceeds of which were used to (i) finance or refinance the costs of the acquisition,
8 demolition, construction, renovation, equipping and/or furnishing of preK-8 educational and
9 related and ancillary facilities located at 1415 Howard Street and 220, 230, 240, 250, and
10 260-10th Street, within the City ("Campus"), owned and operated by the Borrower, including
11 but not limited to the demolition of a one-story garage, a preK building, and an elementary
12 school building; the renovation of an existing building and conversion thereof from use as a
13 group home to educational facilities; the construction of two three-story buildings collectively
14 measuring approximately 60,000 square feet for use as educational facilities and one one-
15 story building measuring approximately 1,000 square feet for use as a music building; and the
16 construction of one or more outdoor play areas and approximately 50 bicycle parking spaces,
17 all located or to be located on the Campus ("Prior Project"), (ii) refinance certain indebtedness
18 of the Borrower incurred in connection with the acquisition of the Prior Project, and (iii) pay
19 certain costs of issuance of the Prior Loans, (b) finance or refinance the acquisition,
20 construction, equipping and furnishing of facilities located and to be located at the Campus,
21 within the City, including but not limited to the acquisition, renovation, and construction of
22 approximately 80,000 square feet of campus additions and/or improvements consisting of 25
23 main classrooms, four flex classrooms, a library, art, music, science, and maker classrooms, a
24 multipurpose gymnasium and auditorium, a teaching kitchen and flexible dining area, multi-

1 purpose rooms, and indoor and outdoor play areas, owned and operated by the Borrower in
2 connection with the provision of educational and other services in the City, including the
3 instruction of students in grades preK-8 ("2018 Project" and, together with the Prior Project,
4 the "Project"), and (c) pay certain expenses incurred in connection with the issuance of the
5 Loans; and

6 WHEREAS, The Project, located at 1415 Howard Street and 220, 230, 240, 250, and
7 260-10th Street, within the City and County of San Francisco, is located within the territorial
8 limits of the City; and

9 WHEREAS, The issuance of the Loans shall be subject to the approval of and
10 execution by the Authority of all financing documents relating thereto to which the Authority is
11 a party; and

12 WHEREAS, Interest on the Loans may qualify for tax exemption under Code, Section
13 103 only if the Loans are approved by an "applicable elected representative" of the City in
14 accordance with Code, Section 147(f); and

15 WHEREAS, The Loans issued for the Project are to be approved by the "governing
16 body" of the City in accordance with Section 4 of the Agreement; and

17 WHEREAS, The Board of Supervisors of the City ("Board") is the elected legislative
18 body of the City and is therefore an "applicable elected representative" required to approve
19 the Loans within the meaning of Code, Section 147(f) and is the "governing body" of the City
20 required to approve the Loans in accordance with Section 4 of the Agreement; and

21 WHEREAS, The Authority has requested the Board to approve the issuance of the
22 Loans by the Authority for the purposes of financing the Project in order to satisfy the public
23 approval requirements of Code, Section 147(f) as applicable to the Loans and the
24 requirements of Section 4 of the Agreement; and
25

1 WHEREAS, The Authority is also requesting that the Board approve the issuance of
2 any refunding bonds hereafter issued by the Authority for the purpose of refinancing the
3 Loans, but only in such cases where federal tax laws would not require additional
4 consideration or approval by the Board; and

5 WHEREAS, On March 16, 2018, the City caused a notice to appear in the *San*
6 *Francisco Chronicle*, which is a newspaper of general circulation in the City, stating that a
7 public hearing with respect to the issuance of the Loans would be held by the Controller's
8 Office of Public Finance on March 30, 2018; and

9 WHEREAS, The Controller's Office of Public Finance held the public hearing described
10 above on March 30, 2018, and an opportunity was provided for persons to comment on the
11 issuance of the Loans and the plan of financing of the Project, and the Controller's Office of
12 Public Finance has forwarded any comments received by such date to this Board; and

13 WHEREAS, The Loans will be limited obligations of the Authority, payable solely from
14 and secured solely by amounts received from or on behalf of the Borrower, and will not
15 constitute an indebtedness or obligation, or a pledge of the faith and credit of, the City or the
16 Authority, and no resources of the City or the Authority will be available to pay debt service on
17 the Loans; and

18 WHEREAS, It is intended that this Resolution shall constitute the approval of the
19 issuance of the Loans required by Code, Section 147(f) and the approval of the Loans and the
20 Project required by Section 4 of the Agreement; and

21 WHEREAS, The Director of the Controller's Office of Public Finance ("Director")
22 recommends approval of the issuance of the Loans pursuant to Chapter 43, Article 9, Section
23 5 of the Administrative Code; now, therefore, be it
24
25

1 RESOLVED, That this Board hereby finds and declares the above recitals are true and
2 correct; and, be it

3 FURTHER RESOLVED, That this Board hereby approves the issuance of the Loans by
4 the Authority for the purpose of financing the Project; and, be it

5 FURTHER RESOLVED, That it is the purpose and intent of this Board that this
6 Resolution constitute approval of the issuance of the Loans by the Authority and of the
7 financing of the Project, as the applicable elected representative of the governmental unit
8 having jurisdiction over the area in which the Project is located, for purposes of and in
9 accordance with Code, Section 147(f) as applicable to the Loans and Section 4 of the
10 Agreement; and, be it

11 FURTHER RESOLVED, That the approval by the City of the issuance of the Loans by
12 the Authority is neither an approval of the underlying credit of the Borrower or of the proposed
13 Project nor an approval of the financial structure of the Loans; and neither the City, nor any
14 department thereof, shall have any responsibility or liability whatsoever with respect to the
15 Loans or the Project; and, be it

16 FURTHER RESOLVED, That the Loans shall not constitute a debt or obligation in any
17 respect of the City, and the faith and credit of the City is not pledged to the repayment of the
18 Loans, and the payment of the principal, prepayment premium, if any, and interest on the
19 Loans shall be solely the responsibility of the Borrower; and, be it

20 FURTHER RESOLVED, That the adoption of this Resolution shall not obligate the City
21 or any department of the City to (i) provide financing to the Borrower for the repayment of the
22 Loan or to issue the Loans for purposes of such financing; (ii) make any contribution or
23 advance any funds to the Authority; or (iii) approve any application or request for, or take any
24
25

1 other action in connection with, any environmental, General Plan, zoning or any other permit
2 or other regulatory action sought in connection with the Project; and, be it

3 FURTHER RESOLVED, That the Controller and the Director and any other proper
4 officers of the City are hereby authorized and directed to execute such other agreements,
5 documents and certificates, and to perform such other acts as may be necessary or advisable
6 to effect the purposes of this Resolution; and, be it

7 FURTHER RESOLVED, That this Resolution shall take effect immediately upon its
8 adoption.

9
10 APPROVED AS TO FORM:
11 DENNIS J. HERRERA
12 CITY ATTORNEY

13 By:

14 Mark D. Blake
15 Deputy City Attorney

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CITY AND COUNTY OF SAN FRANCISCO
OFFICE OF THE CONTROLLER

Ben Rosenfield
Controller

Todd Rydstrom
Deputy Controller

Anna Van Degna
Director
Office of Public Finance

April 2, 2018

Supervisor Jane Kim
City Hall, Room 244
City and County of San Francisco Board of Supervisors
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102

Dear Supervisor Kim:

Thank you for agreeing to introduce the Board of Supervisors resolution approving, for the purposes of the Internal Revenue Code, the issuance of tax-exempt obligations (the "Bonds") by the California Municipal Finance Authority (the "Authority") on behalf of Presidio Knolls School, Inc., a California nonprofit public benefit corporation (the "Borrower"), to finance and/or refinance certain capital facilities owned and operated by the Borrower as summarized below. I respectfully request introduction of the resolution at the meeting of the Board of Supervisors on Tuesday, April 3, 2018.

Pursuant to the Tax Equity and Fiscal Responsibility Act (TEFRA), to facilitate the tax exemption of interest on the Bonds the City is required to conduct a public hearing and to approve the financing by the Authority. The Office of Public Finance held such hearing on Friday, March 30, 2018, notice of which was published in the *San Francisco Chronicle* on March 16, 2018. No public comments were heard or received through the public hearing process. The action by the Board will acknowledge that the hearing was duly held and that the financing is proceeding. The Bonds will be issued in an aggregate principal amount not to exceed \$40 million. I have performed a limited due diligence review of information pertaining to the project and proposed financing that I have summarized below.

The Borrower

Presidio Knolls School was opened as a preschool in 2008 near the Presidio, and is known for its progressive educational model and rigorous Reggio Emilia-inspired Mandarin immersion program. The school's mission is to nurture the young heart and mind in a joyful learning environment, where the convergence of progressive education and Mandarin immersion ignites curiosity, connectedness, and engagement in the world. As of the 2017-18 school year, they have an enrollment of approximately 320 students from 2.5 years old through fifth grade.

The Project

The proceeds from the sale of the Bonds will be loaned to the Borrower for the following purposes: (a) refinance certain loans issued for the benefit of the Borrower (the "Prior Loans"), the proceeds of which were used to (i) finance or refinance the costs of the acquisition, demolition, construction, renovation, equipping and/or furnishing of preK-8 educational and related and ancillary facilities located at 1415 Howard Street and 220, 230, 240, 250 and 260 10th Street, San Francisco, California 94103, within the City (the "Campus"), owned and operated by the Borrower, including but not limited to the demolition of a one-story garage, a pre-K building, and an elementary school building; the renovation of an existing building and conversion thereof from use as a group home to educational facilities; the construction of two three-story buildings collectively measuring approximately 60,000 square feet for use as educational facilities and one one-story building measuring approximately 1,000 square feet for use as a music building; and the construction of one or more outdoor play areas and approximately 50 bicycle parking spaces, all located or to be located on the Campus (the "Prior Project"), (ii) refinance certain indebtedness of the Borrower incurred in connection with the acquisition of the Prior Project, and (iii) pay certain costs of issuance of the Prior Loans, (b) finance or refinance the acquisition, construction, equipping and furnishing of facilities located and to be located at the Campus, within the City, including but not limited to the acquisition, renovation, and construction of approximately 80,000 square feet of campus additions and/or improvements consisting of 25 main classrooms, four flex classrooms, a library, art, music, science, and maker classrooms, a multipurpose gymnasium and auditorium, a teaching kitchen and flexible dining area, multi-purpose rooms, and indoor and outdoor play areas, owned and operated by the Borrower in connection with the provision of educational and other services in the City, including the instruction of students in grades preK-8 (the "2018 Project" and, together with the Prior Project, the "Project"), and (c) pay certain expenses incurred in connection with the issuance of the Loans.

Financing Information

Assuming all required approvals are obtained, the Authority expects to issue the Bonds in an amount not to exceed \$40 million. Bond Counsel on the transaction is Ice Miller LLP.

Public Approval Process

The City and County of San Francisco is a participating member of the Authority, a joint powers authority. The Authority is authorized to issue bonds, notes, certificates of participation, or other forms of indebtedness, including refunding previously issued debt. As noted above, federal tax law requires that the governing body of the jurisdiction in which the project is located approve the financing and the project after providing the opportunity for a duly-noticed public hearing before the Bonds may be issued on a tax-exempt basis. Your assistance with this matter is greatly appreciated. Please contact me at (415) 554-4862, if you any questions or require additional information. Thank you.

Sincerely,
Vishal Trivedi
Bond Analyst, Office of Public Finance

Introduction Form

By a Member of the Board of Supervisors or the Mayor

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO

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BY BZ Time Stamp or meeting date

I hereby submit the following item for introduction (select only one):

- 1. For reference to Committee. (An Ordinance, Resolution, Motion, or Charter Amendment)
- 2. Request for next printed agenda Without Reference to Committee.
- 3. Request for hearing on a subject matter at Committee.
- 4. Request for letter beginning "Supervisor [] inquires"
- 5. City Attorney request.
- 6. Call File No. [] from Committee.
- 7. Budget Analyst request (attach written motion).
- 8. Substitute Legislation File No. []
- 9. Reactivate File No. []
- 10. Question(s) submitted for Mayoral Appearance before the BOS on []

Please check the appropriate boxes. The proposed legislation should be forwarded to the following:

- Small Business Commission Youth Commission Ethics Commission
- Planning Commission Building Inspection Commission

Note: For the Imperative Agenda (a resolution not on the printed agenda), use a Imperative Form.

Sponsor(s):

Supervisor Kim

Subject:

[Issuance of Bonds - Presidio Knolls School, Inc., a California nonprofit public benefit corporation—Not to Exceed \$40,000,000]

The text is listed below or attached:

See Attachment

Signature of Sponsoring Supervisor: [Signature]

For Clerk's Use Only:

**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**

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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

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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.

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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.

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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.

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(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

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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

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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.

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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.

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Section 13. Indemnification.

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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.

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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.

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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: Ken Allen
By: Ken Allen
for City Manager

Date: 8/4/04

Attest: Sharon A. Dawson
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:

Ken Hill
for City Manager

Date:

8/4/04

Attest:

Sharon Z. Dawson
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 Cherie Tash
DEPUTY CLERK

COUNTY OF SAN DIEGO

By Thomas J Pastuszka
Name:
Title:

Thomas J. Pastuszka
Clerk of the Board of Supervisors

COUNTY OF SAN DIEGO
CLERK OF THE BOARD OF SUPERVISORS

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

RECEIVED AS TO COUNTY CLERK
DATE: 8/17/04

William P. Smith
8/17/04

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THOMAS J. PASTUSZKA
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BY Clare Tash
DEPUTY CLERK

COUNTY OF SAN DIEGO

By Thomas J Pastuska
Name:
Title:

Thomas J. Pastuska
Clerk of the Board of Supervisors

RECORDED & INDEXED
CLERK OF THE BOARD OF SUPERVISORS
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:

Ken Hill
for City Manager

Date:

8/4/04

Attest:

Sharon A. Dawson
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 Thomas J. Pastuszka
DEPUTY CLERK

COUNTY OF SAN DIEGO

By Thomas J. Pastuszka
Name:
Title:

Thomas J. Pastuszka
Clerk of the Board of Supervisors

FOR THE BOARD OF SUPERVISORS
CLERK OF THE BOARD OF SUPERVISORS
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 set forth below.

Member:

CITY OF OAKLAND

Dated: As of January 1, 2004

By 

Name: William E. Noland

Title: Director, Finance and Management
Agency

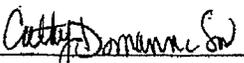
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized representatives as of the day and year first above written.

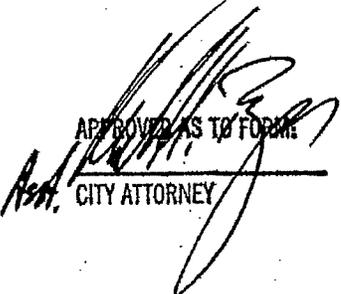
Member:

CITY OF EL SEGUNDO

By 
Name: Mary Strem
Title: City Manager

ATTEST:

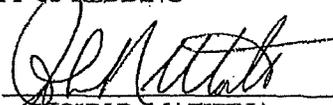
By 
Name: Cindy Mortesen
Title: City Clerk


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

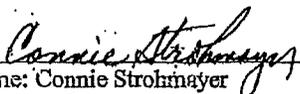
By 

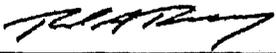
Name: JOHN R. MATHENA

Title: Mayor

ATTEST:

APPROVED AS TO FORM:

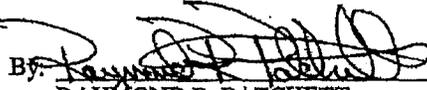
By 
Name: Connie Strohmayer
Title: City Clerk

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

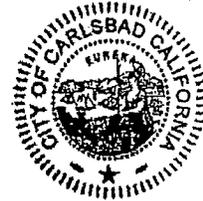
By: 
RAYMOND R. PATCHETT
City Manager

ATTEST:

By: 
LORRAINE M. WOOD
City Clerk

Approved As To Form:


RONALD R. BALL
City Attorney 2/2/06.



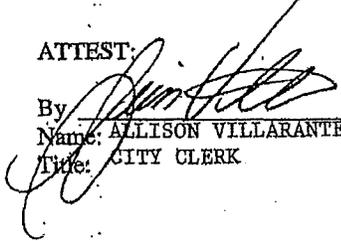
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized representatives as of the day and year first above written.

Member:

CITY OF VALLEJO

By 
Name: ROGER L. KEMP
Title: CITY MANAGER

ATTEST:

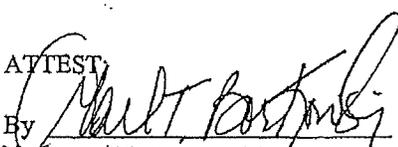
By 
Name: ALLISON VILLARANTE
Title: CITY CLERK

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

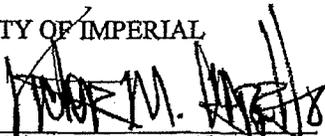
APPROVED AS TO FORM


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:

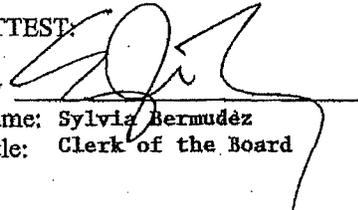
COUNTY OF IMPERIAL

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 SUPERVISORS
OF ALAMEDA COUNTY, CALIFORNIA

ATTEST:

By: R. Bailey
Name: Rhoda 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

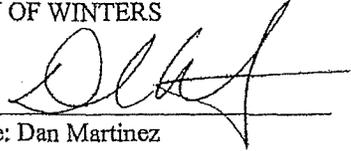
Name: Toni Stewart

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 10:15AM FROM-CITY OF SB FINANCE

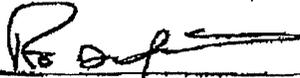
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T-723 P.14/14 F-481

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 *Patricia Martel*
Name: Patricia Martel
Title: City Manager

ATTEST:

By *Maria E. Cortes*
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

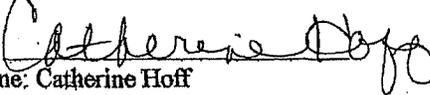
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized representatives as of the day and year first above written.

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:

Title:

Mary Cavelle
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 PETALUMA

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

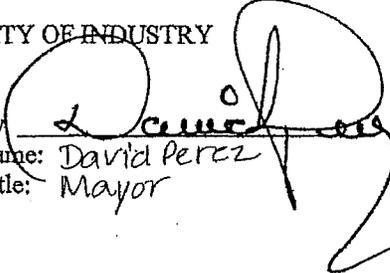
ATTEST:

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

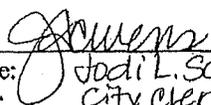
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized representatives as of the day and year first above written.

Member:

CITY OF INDUSTRY

By 
Name: David Perez
Title: Mayor

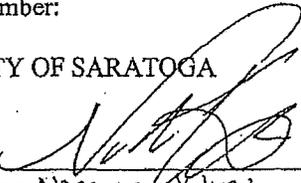
ATTEST:

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 Boyer

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

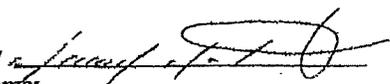
ATTEST:

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:

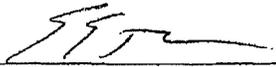
By 
Name:
Title:

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:

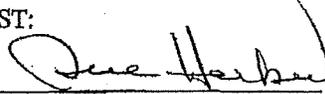
CITY OF TORRANCE

By 

Name: Eric E. Tsao

Title: Finance Director

ATTEST:

By 

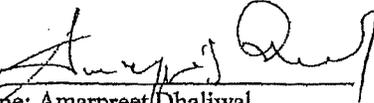
Name: Sue Herbers

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

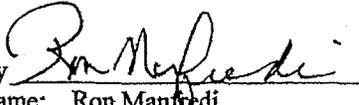
ATTEST:

By 
Name: Diana Brooks
Title: City Clerk

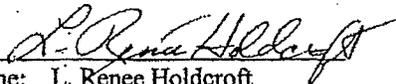
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized representatives as of the day and year first above written.

Member:

CITY OF KERMAN

By 
Name: Ron Manfredi
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 Deisby Borelli

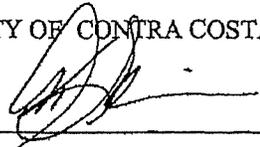
Name: Robert Deis

Title: Clerk of the Board

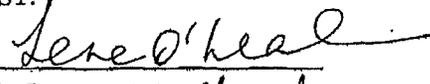
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized representatives as of the day and year first above written.

Member:

COUNTY OF CONTRA COSTA

By 
Name: _____
Title: _____

ATTEST:

By 
Name: _____
Title: *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.

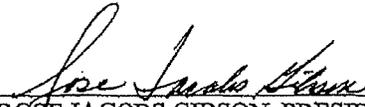
Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

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.

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.
Marie L. Peterson
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 *Richard J. Smith*
Sr. Deputy

ATTEST:
REBECCA E. KLISCH
City Clerk

By *Elvira Sommerlee*
Deputy (2/27/07)

Certified Copy *is*
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:



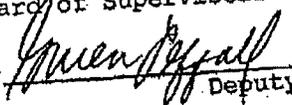
Bob Waterston, Chairman of the Board

FEB 27 2007

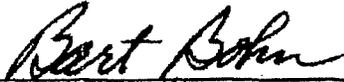
DATE

ATTEST:

BERNICE E. SEIDEL, Clerk
Board of Supervisors

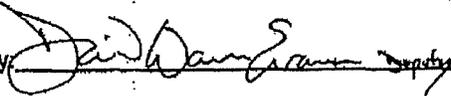
By  Deputy

REVIEWED & RECOMMENDED FOR APPROVAL:

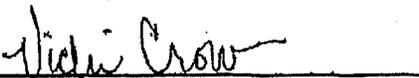


Bart Bohn, County Administrative Officer

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

By 

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

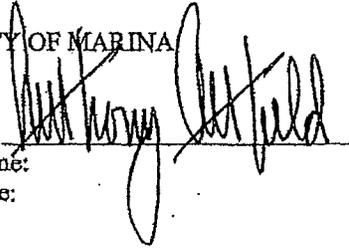
By 

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



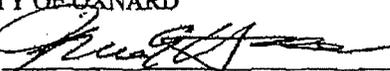
APPROVED AS TO FORM AND CONTENT

By *Frederic S. Wattala*
Deputy City Attorney

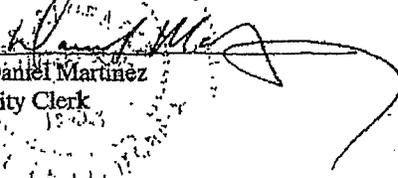
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized representatives as of the day and year first above written.

Member:

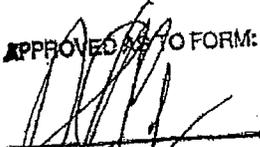
CITY OF OXNARD

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, CMCA 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



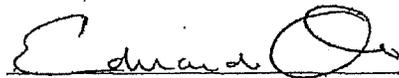
By: Robert Fierro
Title: Mayor

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

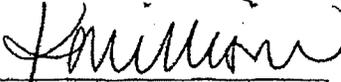


DAVID WOOTEN,
County Counsel

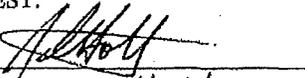
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized representatives as of the day and year first above written.

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 Stoffens
Name: Kent Stoffens
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:

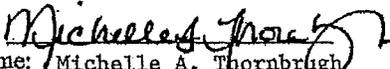
CITY OF VACAVILLE

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 *Paul Biane*
Name: Paul Biane, Chairman
Title: Board of Supervisors

ATTEST:

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

SIGNED AND CERTIFIED THAT A COPY OF
THIS DOCUMENT HAS BEEN DELIVERED
TO THE CHAIRMAN OF THE BOARD
DENA M. SMITH
Clerk of the Board of Supervisors
of the County of San Bernardino
By *Dena M. Smith*
SAN BERNARDINO COUNTY
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:

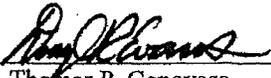
Diane Williams

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

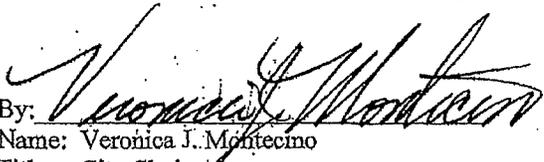
By:


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



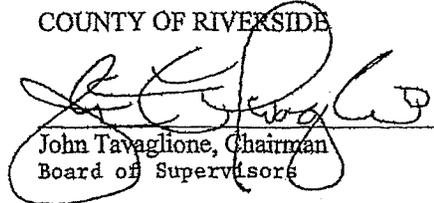
ATTEST:

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: Katherine A. Lind 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.

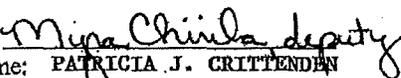
Member:

COUNTY OF SOLANO

By 
Name: MICHAEL D. JOHNSON
Title: COUNTY ADMINISTRATOR

Joined as of October 23, 2007

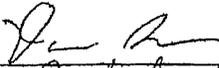
ATTEST:

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

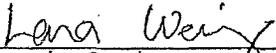
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized representatives as of the day and year first above written.

Member:

CITY OF ALAMEDA

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

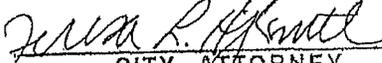
ATTEST:

By 
Name: LARA WEINGARTER
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.

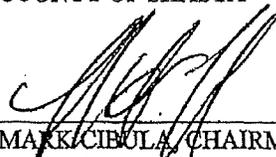
This Agreement is the complete and exclusive statement of the agreement among the Members, which supercedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between and among the Members relating to the subject matter of this Agreement.

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

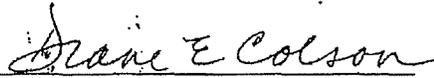
Date: OCT 23 2007



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

ATTEST:

LAWRENCE G. LEBBS
Clerk of the Board of Supervisors

By: 
Deputy

APPROVED AS TO FORM
SHASTA COUNTY COUNSEL

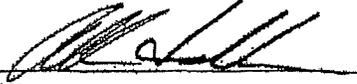
Michael A. Raiston
Assistant County Counsel

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:

COUNTY OF TULARE

By 
Name:
Title:

Approved as to form:

by *Jane Whit* *8/28/07*
Chief Deputy ~~*[Signature]*~~
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

Linda Parks

Chair, Board of Supervisors

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

By: *Kathryn Reice*
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: *Kathryn Reice*
Deputy Clerk of the Board

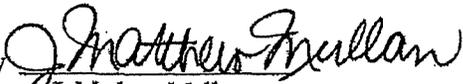


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized representatives as of the day and year first above written.

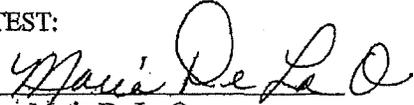
Date: November 27, 2007

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 / mgd

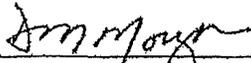
Approved as to form:

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

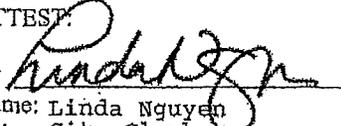
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized representatives as of the day and year first above written.

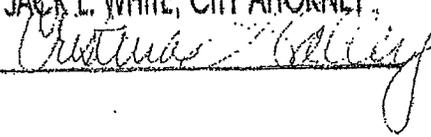
Member:

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:

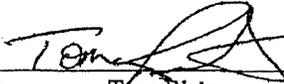
By Carolina R. Padilla
Name: Carolina R. Padilla, CMC
Title: City Clerk

[SIGNATURE PAGE FOR JPA AGREEMENT]

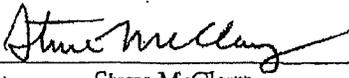
IN WITNESS WHEREOF, the City of Fillmore has caused this Agreement to be executed and attested by its duly authorized representatives as of the 11th day of December, 2007.

Member:

CITY OF FILLMORE, CALIFORNIA

By: 
Name: Tom Ristau
Title: City Manager

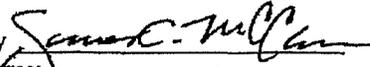
ATTEST:

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

[Handwritten Signature]

DEC 20 2007

By
Name:
Title:

Attest: Frank T. Martinez, City Clerk

ATTEST:

By *[Handwritten Signature]*
Name:
Title:

Deputy



C-112884

Approved as to Form and Legality

December 20, 2007
Richard J. Delgado, City Attorney

[Handwritten Signature]
Assistant City Attorney

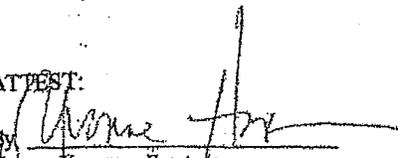
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized representatives as of the day and year first above written.

Member:

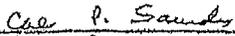
CITY OF INGLEWOOD

By 
Name: Roosevelt F. Dorn
Title: Mayor

ATTEST:

By 
Name: Yvonne Horton
Title: City Clerk

APPROVED AS TO FORM:


Carl 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

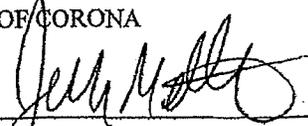
ATTEST:

Alison N. 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:

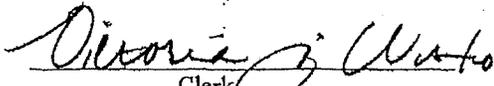
CITY OF CORONA

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:

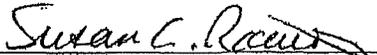
CITY OF LA MIRADA

By 

Name: Steve Jones

Title: Mayor

ATTEST:


Clerk

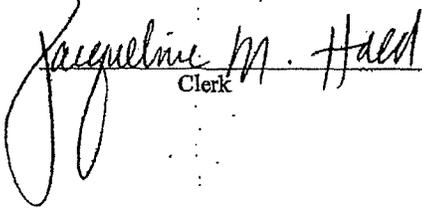
IN WITNESS WHEREOF, the City of Imperial Beach has caused this Agreement to be executed and attested by its duly authorized representatives as of the 17 day of April, 2008.

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 18th 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.S. SEC. 25103, RESO 79-1536
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 *Francisco Acosta*
Name:
Title:

ATTEST:

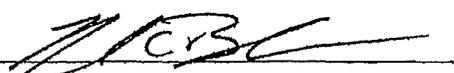
R. P. ... for David P. ...
Clerk

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.

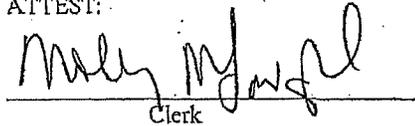
Member:

CITY OF RANCHO SANTA MARGARITA

By
Name:
Title:



ATTEST:


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 Mann
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:

Alanna J. Bider
Clerk

APPROVED AS TO FORM:

Chris Q.
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:

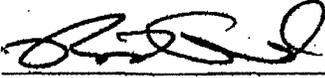
[Signature]
(Signature)

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 10th day of June, 2008.

Member:

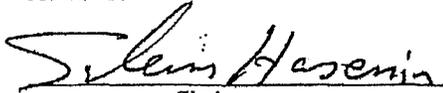
CITY OF POWAY

By 

Name:

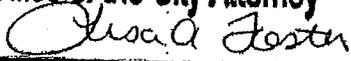
Title:

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 C. Sundeen*
Name: PAUL C. SUNDEEN
Title: ASST. CITY MGR./CIO

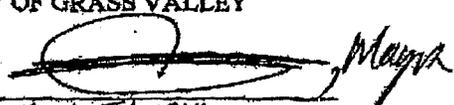
ATTEST:

C. Priest
Clerk

AS TO FORM
CITY'S OFFICE
BY *Deborah M. Kelly*
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 
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:

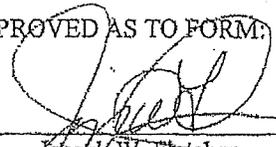
City of Santa Ana

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 13TH 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

7/19/08 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 [Signature]
Name: **Sean P. Quinn**
Title: **City Manager**

ATTEST:

By [Signature]
Name: **EVA HARRIS**
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:

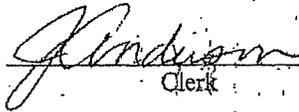
TOWN OF FAIRFAX

By 

Name:

Title:

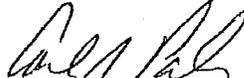
ATTEST:


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:

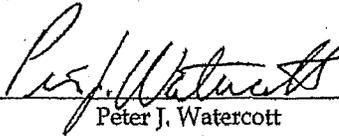
Ann Camel
Clerk

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:

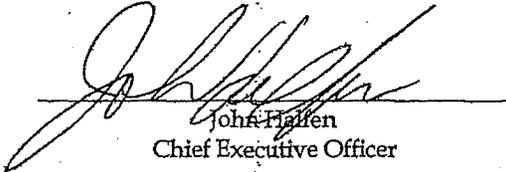
NORTHERN INYO COUNTY LOCAL
HOSPITAL DISTRICT, CALIFORNIA

By:



Peter J. Watercott
President

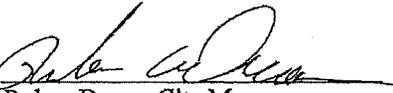
ATTEST:



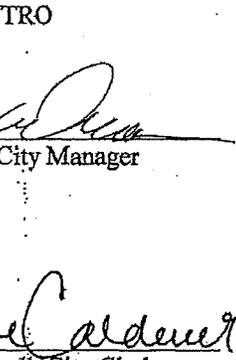
John Hallen
Chief Executive Officer

Resolution 08-03
Adopted 9/17/08

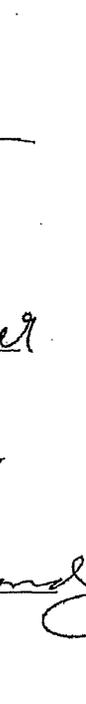
CITY OF EL CENTRO

By 
Ruben Duran, City Manager

ATTEST:

By 
L. 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

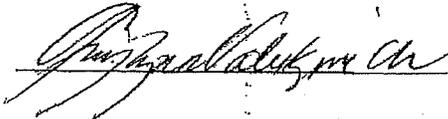
ATTEST:



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:

Ann E. Fryman
Clerk

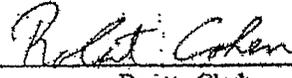
IN WITNESS WHEREOF, the County of Santa Barbara, California has caused this Agreement to be executed and attested by its duly authorized representatives as of the 3rd day of MARCH, 2009.

Member:

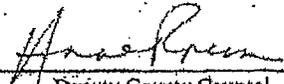
COUNTY OF SANTA BARBARA

By 
Chair, Board of Supervisors

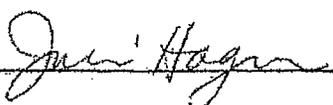
ATTEST:
CLERK OF THE BOARD
MICHAEL F. BROWN

By 
Deputy Clerk

APPROVED AS TO FORM:
DENNIS A. MARSHALL
COUNTY COUNSEL

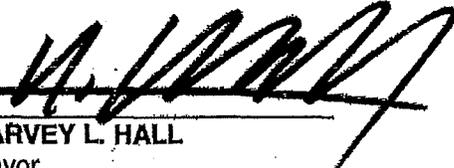
By 
Deputy County Counsel

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

By 

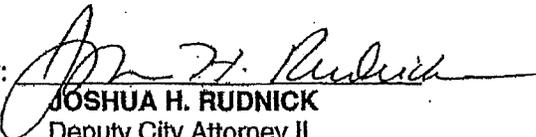
IN WITNESS WHEREOF, the parties hereto have caused this Joint Exercise of Powers Agreement to be executed on May...6, 2009.

"CITY"
CITY OF BAKERSFIELD

By: 
HARVEY L. HALL
Mayor

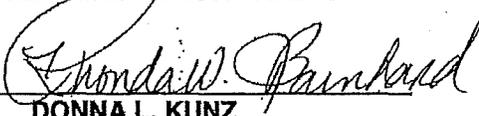
APPROVED AS TO FORM:

VIRGINIA GENNARO
City Attorney

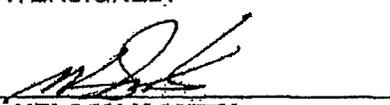
By: 
JOSHUA H. RUDNICK
Deputy City Attorney II

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 Bunting
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 10 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

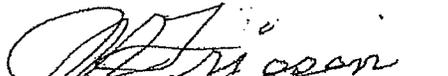
By



~~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

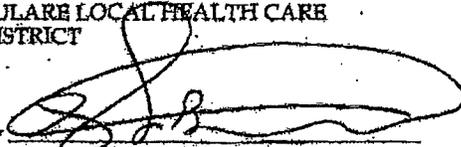
I HEREBY CERTIFY THIS DOCUMENT
TO BE A TRUE AND CORRECT COPY
OF THE ORIGINAL.

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.

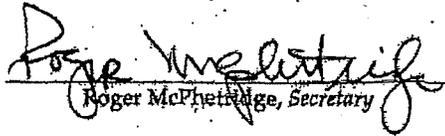
TULARE LOCAL HEALTH CARE
DISTRICT

By



Shawir Bolouki, Chief Executive Officer

ATTEST:



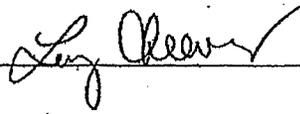
Roger McPhetridge, Secretary

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.

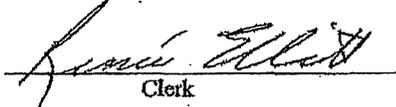
Member:

CITY OF UNION CITY

By _____
Name:
Title:



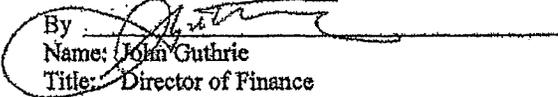
ATTEST:


Clerk

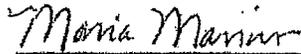
IN WITNESS WHEREOF, the County of Santa Clara, California has caused this Agreement to be executed and attested by its duly authorized representatives as of the 9th day of November, 2009.

Member:

COUNTY OF SANTA CLARA

By 
Name: John Guthrie
Title: Director of Finance

ATTEST:

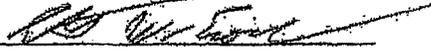


Maria Marinos
Clerk of the Board of Supervisors
County of Santa Clara

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 

Name:

Title:

ATTEST:

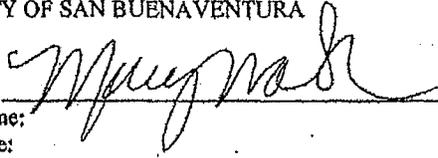

Clerk

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:

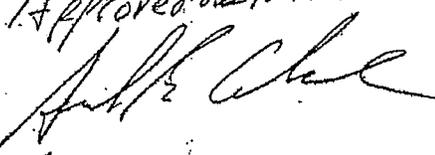
CITY OF SAN BUENAVENTURA

By _____
Name:
Title:



ATTEST:

Malia Covarrubias Riosky
Clerk

Approved as to form


ARIEL PIERRE CALONNE
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 11th day of November, 2009.

Member:

CITY OF SAN LUIS OBISPO

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

ATTEST:

Elaine 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 Randy Catlett

Name:

Title:

ATTEST:

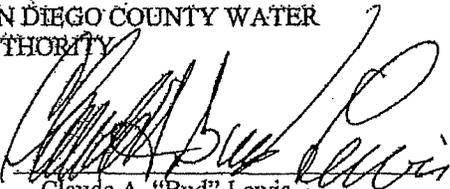
Carla Bates
Clerk

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.

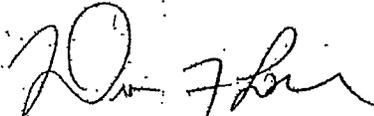
Member:

SAN DIEGO COUNTY WATER
AUTHORITY

By:


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

ATTEST:


Clerk of the Board of Directors

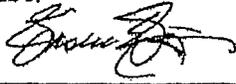
IN WITNESS WHEREOF, the City of Santa Rosa has caused this Agreement to be executed and attested by its duly authorized representatives as of the 12th day of JANUARY, 2010.

Member:

CITY OF SANTA ROSA

By 
Name: DAVID HEATH
Title: CITY FINANCIAL OFFICER

ATTEST:

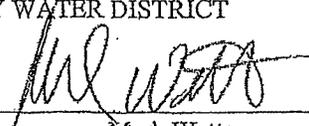

Clerk

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:

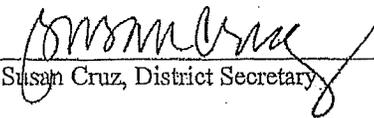
OTAY WATER DISTRICT

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:

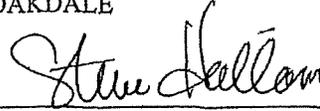
By: *[Signature]*

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:

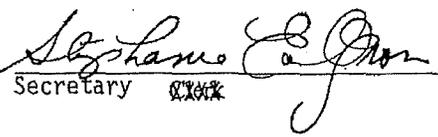
MARIN MUNICIPAL WATER DISTRICT

By 

Name: David Behar

Title: President, Board of Directors

ATTEST:


Secretary ~~XXXX~~

A-3060

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.

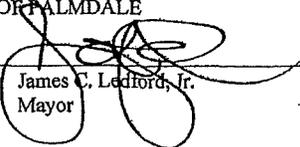
Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

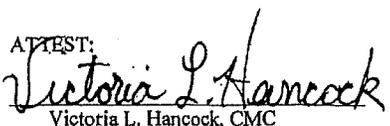
This Agreement shall be governed under the laws of the State of California.

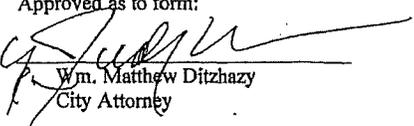
This Agreement is the complete and exclusive statement of the agreement among the Members, which supercedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between and among the Members relating to the subject matter of this Agreement.

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

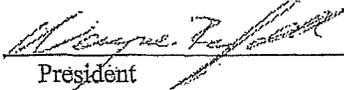
ATTEST:

Victoria L. Hancock, CMC
City Clerk

Approved as to form:

Wm. Matthew Ditzhazy
City Attorney

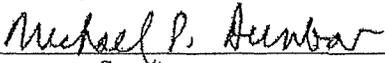
IN WITNESS WHEREOF, South Coast Water District has caused this Agreement to be executed and attested by its duly authorized representatives as of the 25th day of March, 2010.

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 Kuykott
Title: City Manager

ATTEST:

[Signature]
Name: Stephanie Lopez
Title: City Clerk

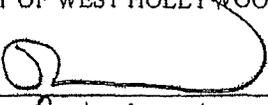
Approved as to form:

[Signature]
Name: Jared [Signature]
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:

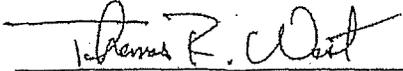
CITY OF WEST HOLLYWOOD

By 

Name: Paul Arevalo

Title: City Manager

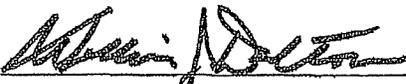
ATTEST:


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.

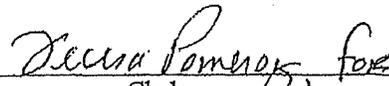
Member:

CITY OF GARDEN GROVE

By 

Name: William J. Dalton
Title: Mayor

ATTEST:


Clerk

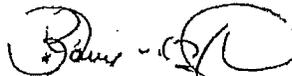
CITY ATTORNEY:



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:

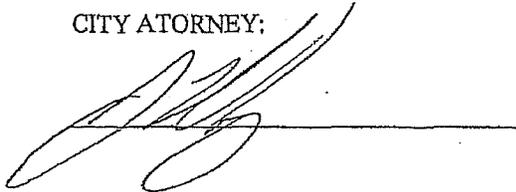
CITY OF SOUTH SAN FRANCISCO

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. HENRY
Name: KATHI J. HENRY
Title: CITY MANAGER

ATTEST:

Kathie Russell
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 McCarroll Mayo

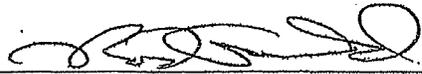
ATTEST:

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:

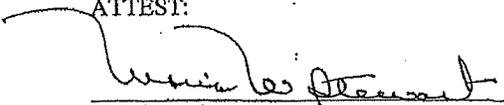
CITY OF SANTA MONICA

By 

Name: ROD GOULD

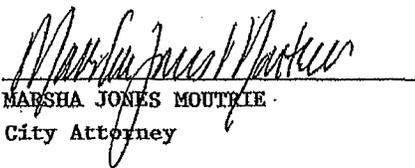
Title: City Manager

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:

Christina Mendez
City Clerk

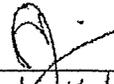
IN WITNESS WHEREOF, the City of Long Beach has caused this Agreement to be executed and attested by its duly authorized representatives as of the 16th day of November, 2010.

Member:

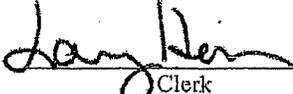
EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

CITY OF LONG BEACH

Assistant City Manager

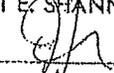
By  EXECUTED PURSUANT
Name: Patrick H. West TO SECTION 301 OF
Title: City Manager THE CITY CHARTER.

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.

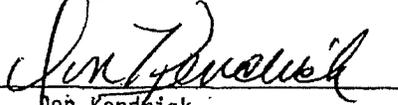
Member:

CITY OF LA VERNE

By

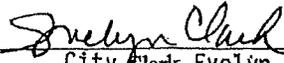
Name:

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

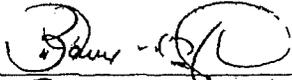
ATTEST:

Barbara Stoker
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:

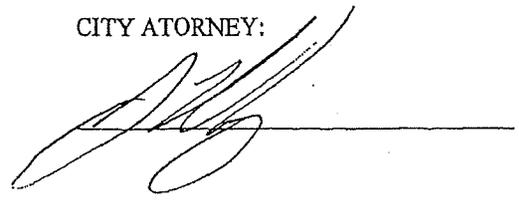
CITY OF SOUTH SAN FRANCISCO

By 
Name: Barry M. Nagel
Title: City Manager

ATTEST:


Clerk

CITY ATTORNEY:

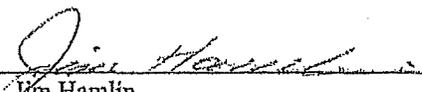


[SIGNATURE PAGE FOR JPA AGREEMENT]

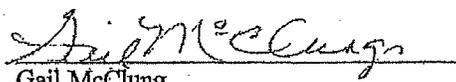
IN WITNESS WHEREOF, the MAYERS MEMORIAL HOSPITAL DISTRICT has caused this Agreement to be executed and attested by its duly authorized representatives as of the 26th day of January, 2011.

Member:

MAYERS MEMORIAL HOSPITAL DISTRICT

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

ATTEST:

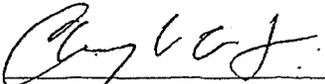

Gail McClung
Secretary, Board of Directors

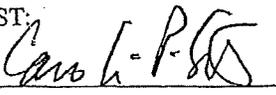
14 of 14

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: of 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:

[Signature]
Clerk



APPROVED AS TO FORM:

[Signature] 1/28/2011
GREGORY G. DIAZ
City Attorney

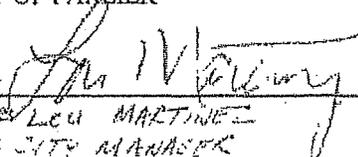
211807
FUNDS/ACCOUNTS VERIFIED
[Signature] 2-7-11
FINANCE OFFICE DATE
No funds to encumber. me 2/7/11
VR

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

Member:

CITY OF PARLIER

By


Name: LOU 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 *Walter J. ...*
Name:
Title:

ATTEST:

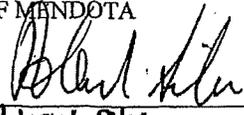
Joe Coste
Clerk

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

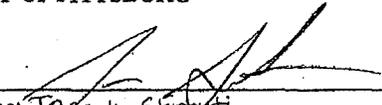
ATTEST:



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 Sorbanti

Title: Assistant City Manager

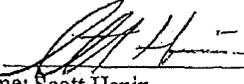
ATTEST:


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:

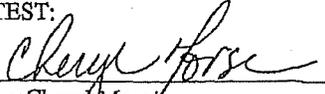
CITY OF EL CERRITO

By 

Name: Scott Hanin

Title: City Manager

ATTEST:

By 

Name: Cheryl Morse

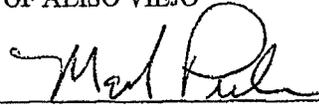
Title: City Clerk

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.

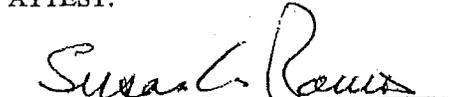
Member:

CITY OF ALISO VIEJO

By _____
Name:
Title:



ATTEST:


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:



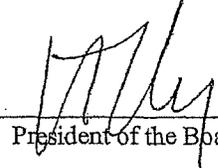
Clerk

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:

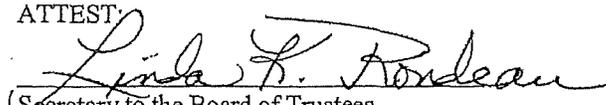
PITTSBURG UNIFIED SCHOOL DISTRICT

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 P.D. Bohannon
Name: Patrick Bohannon
Title: Mayor

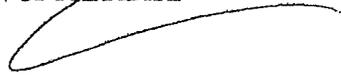
ATTEST:

[Signature]
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:

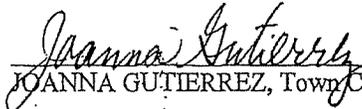
TOWN OF PARADISE

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 *Cornelius W. Wiley*
President of the Board of Directors

Attest:

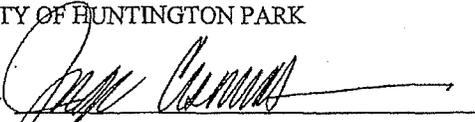
Ray C. Fiedler
Secretary

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:

A handwritten signature in cursive, appearing to read "John C. ...", is written over a horizontal line.

ATTEST:

A handwritten signature in cursive, appearing to read "Rosanna Ruiz", is written over a horizontal line.
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 R Winn
Clerk

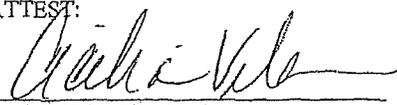


APPROVED BY THE BOARD
Office of County Counsel
Kern County

By Teri 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:

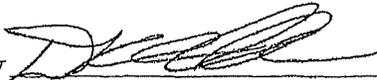
Kimberly Wilson

Clerk

Kimberly Wilson, CMC
Deputy City Clerk

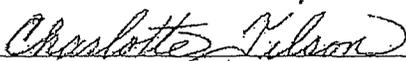
IN WITNESS WHEREOF, the Sacramento Metropolitan Fire District has caused this Agreement to be executed and attested by its duly authorized representatives as of the 27TH day of OCTOBER, 2011.

SACRAMENTO METROPOLITAN FIRE
DISTRICT

By 

President of the Board of Directors

Attest:

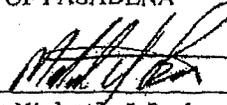


Clerk of the Board

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:

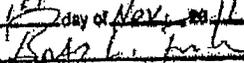
CITY OF PASADENA

By 
Name: Michael J Beck
Title: City Manager

ATTEST:

 For
Mark Jomsky, CMC
City Clerk

APPROVED AS TO FORM:

This 15th 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:

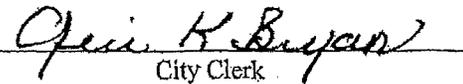
CITY OF LANCASTER

Dated: November 8, 2011

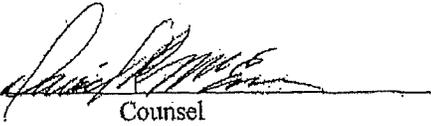
By: 

City Manager

ATTEST:


City Clerk

APPROVED AS TO FORM AND LEGAL
CONTENT:

By: 

Counsel

APPROVED AS TO PROGRAM:

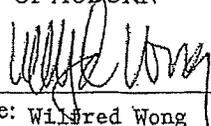
By: 

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 9th day of NOVEMBER, 2011.

Member:

NEVADA IRRIGATION DISTRICT

By Nancy D. Wilson

Name:

Title:

ATTEST:

Jan Francis Jassone
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.

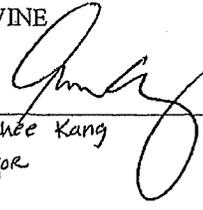
Member:

CITY OF IRVINE

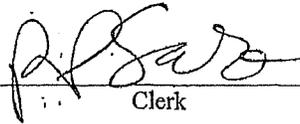
By

Name: Suehee Kang

Title: Mayor



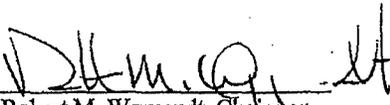
ATTEST:


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:

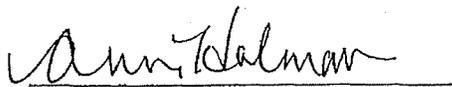
COUNTY OF PLACER

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 Judy Ritter
Name: Judy Ritter
Title: Mayor

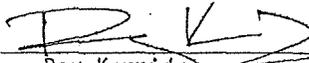
ATTEST:

[Signature]
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:

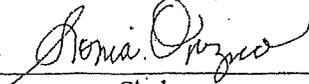
CITY OF ROSEVILLE

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 H. Bennett
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.

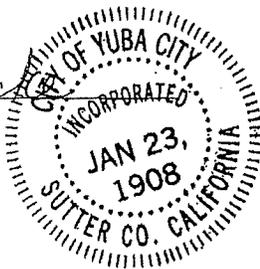
Member:

City of Yuba City

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

ATTEST:

Terrel Locke
Terrel Locke, City Clerk

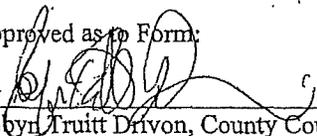


IN WITNESS WHEREOF, the County of Yolo has caused this Agreement to be executed and attested by its duly authorized representatives this 10th day of April, 2012.



Jim Provenza, Chair
Yolo County Board of Supervisors

Attest:
Julie Daugherty, Clerk
Board of Supervisors
By:  _____

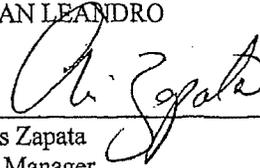

Approved as to Form:
By:  _____
Robyn Truitt Drivon, County Counsel

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.

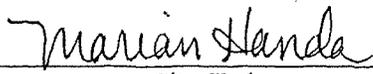
Member:

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:

Hal Stocker

ATTEST:

Rachelle Ferris, Deputy Clerk.
Clerk

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 04/30/2012
STATE OF CALIFORNIA, CITY OF LAKEPORT

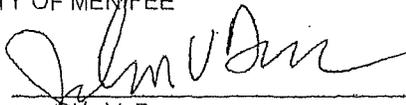
SIGNATURE PAGE FOR JPA AGREEMENT

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

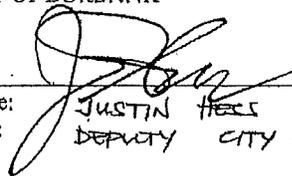
ATTEST:


Kathy Bennett, City Clerk

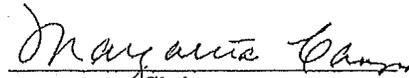
IN WITNESS WHEREOF, the City of Burbank has caused this Agreement to be executed and attested by its duly authorized representatives as of the 30th day of May, 2012.

Member:

CITY OF BURBANK

By 
Name: JUSTIN HILL
Title: DEPUTY CITY MANAGER

ATTEST:


Clerk

APPROVED AS TO FORM
AMY ALBANO, CITY ATTORNEY
By: Mary A. Piles
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:

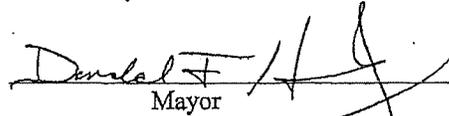
CITY OF UKIAH

By 
Name: Jane Chambers
Title: Jane Chambers

ATTEST:

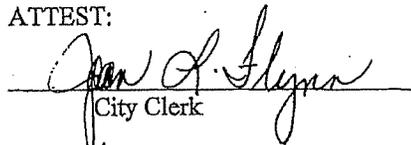
By 
Name: Linda C. Brown
Title: City Clerk

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.



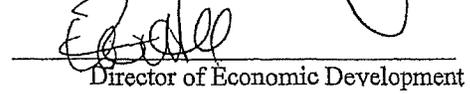
Mayor

ATTEST:



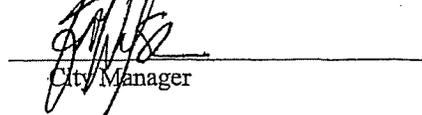
City Clerk

INITIATED AND APPROVED:



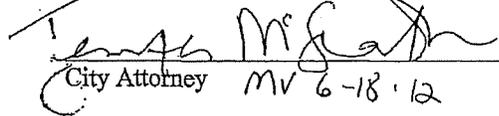
Director of Economic Development

REVIEWED AND APPROVED:



City Manager

APPROVED AS TO FORM:

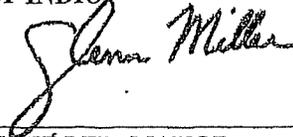


City Attorney MV 6-18-12

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.

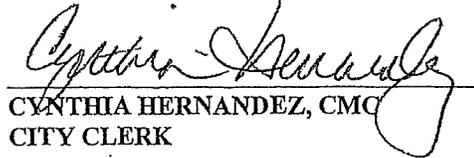
Member:

CITY OF INDIO



GLENN MILLER, MAYOR

ATTEST:

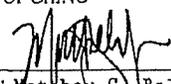


CYNTHIA HERNANDEZ, CMC
CITY CLERK

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:

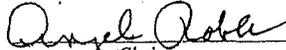
CITY OF CHINO

By 

Name: Matthew C. Ballantyne

Title: City Manager

ATTEST:

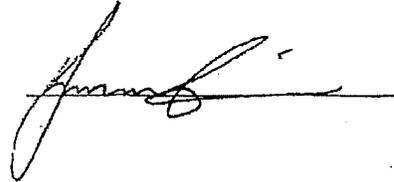

Clerk

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 27, 2012.

Member:

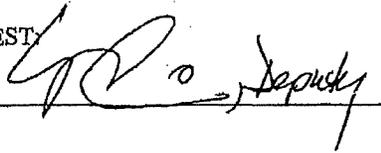
TOWN OF APPLE VALLEY

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 "C. R. 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:

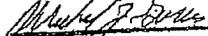
CITY OF GLENDALE

By 
Name: Scott Catron
Title: City Manager

ATTEST:

By 
Name: Rita Buchanan
Title: Asst. City Clerk

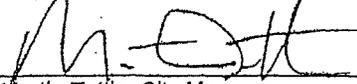
APPROVED AS TO FORM


City Attorney

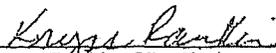
DATE 9/9/12

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

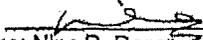
APPROVED AS TO FORM:


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:

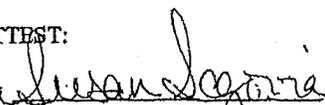

Roberto J. Bartoli, Jr., Deputy City Clerk

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 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:

Paul Merrill
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 Machle
Name:
Title:

ATTEST:

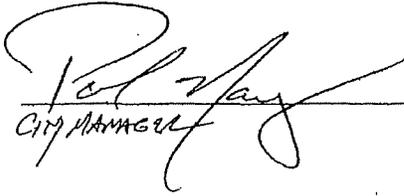
Esther C. Berne
Clerk

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.

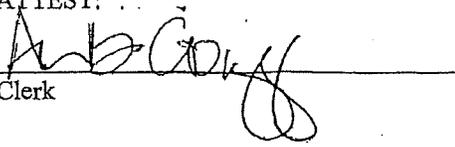
Member:

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:

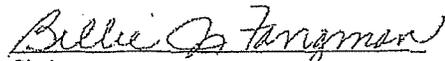
CITY OF MARYSVILLE

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 03 day of February, 2012.

Member:

CITY OF CAMPBELL

By


Name: Amy L. Brown
Title: City Manager

ATTEST:


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 Daniel H. Rich
Name: Daniel H. Rich
Title: City Manager

ATTEST:

James Brewer
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 StM

Name: STEVE RYMER

Title: CITY MANAGER

ATTEST:

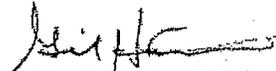
StM

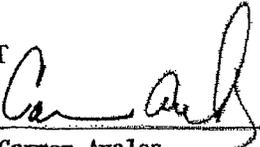
Clerk

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 John F. Shirey
Name: _____

John F. Shirey, City Manager

ATTEST:

Shirley Concolino
Clerk 7-31-13

APPROVED AS TO FORM:

J. Cerrillo
SACRAMENTO CITY ATTORNEY

DATED

AT

DATED

AT

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 Baker
Name: ROBERT BAKER
Title: MAYOR

ATTEST:

James M. Spade
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.

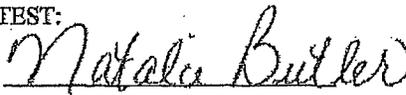
Member:

CITY OF WILLOWS

By 

Name: Jeffrey T. Cobb
Title: Mayor

ATTEST:

By 

Name: Natalie Butler
Title: City Clerk

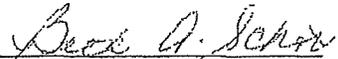
IN WITNESS WHEREOF, the City of Westlake Village has caused this Agreement to be executed and attested by its duly authorized representatives as of the 13 day of November, 2013.

Member:

CITY OF WESTLAKE VILLAGE

By 
Name: Philippa Klessig
Title: Mayor

ATTEST:

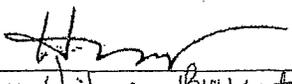
By 
Name: Beth Schott
Title: City Clerk

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.

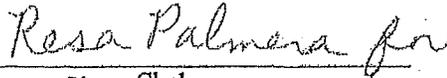
Member:

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: *Kevin Maxwell*
Deputy

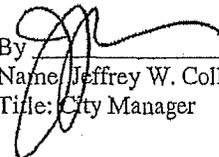
Anita L. Grant



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:

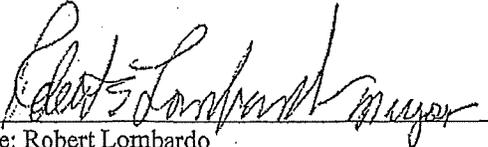
By 
Name: Kathryn A. Marshall 1-23-14
Title: City Clerk-Treasurer

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

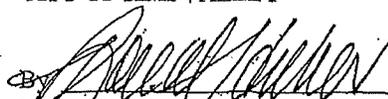
ATTEST:


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 

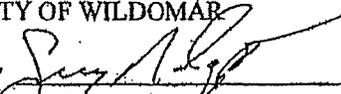
Name: Ky Spangler

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:

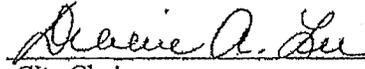
CITY OF WILDOMAR

By 

Name: Gary 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

Darrin Jenkins
Name: Darrin Jenkins

Title: City Manager

ATTEST:

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

JoAnne M. Buergler
City Clerk - JoAnne Buergler

APPROVED AS TO FORM:

Andrew B...
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 D.
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:

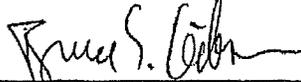

Brenda K. Franklin, Board Secretary

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:

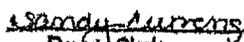
Julie L. Rodewald, County Clerk-Recorder
and Ex-Officio Clerk of the Board of Supervisors

ATTEST:

By _____

Name:

Title:

By 
Deputy Clerk

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

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

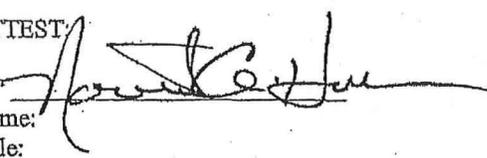


IN WITNESS WHEREOF, the City of Hawthorne has caused this Agreement to be executed and attested by its duly authorized representatives as of the 14 day of October, 2014.

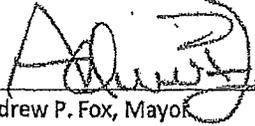
Member:

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.



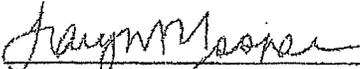
Andrew P. Fox, Mayor
City of Thousand Oaks, California

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. Quirk
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. Hill
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. Mitts
Clerk of the Board of Supervisors

ATTEST:

[Signature]
Deputy Clerk

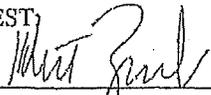
IN WITNESS WHEREOF, the City of Orange has caused this Agreement to be executed and attested by its duly authorized representatives as of the ___ day of _____, 2014.

Member:

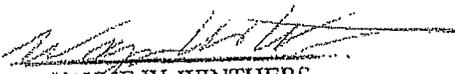
CITY OF ORANGE

By 
Name: John W. Sibley
Title: CITY MANAGER

ATTEST:

By 
Name: Robert Zornacko
Title: Chief Clerk

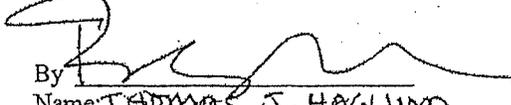
APPROVED AS TO FORM


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.

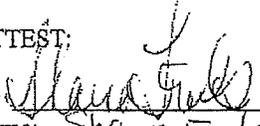
Member:

CITY OF GILROY



By
Name: THOMAS S. HAGLUND
Title: CITY ADMINISTRATOR

ATTEST:

By 
Name: Shana Frels
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:

[Signature]
Clerk

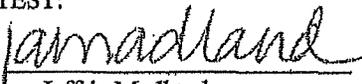
IN WITNESS WHEREOF, the City of Camarillo has caused this Agreement to be executed and attested by its duly authorized representatives as of the 28th day of January, 2015.

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 3rd day of February 2015.

Member:

CITY OF BEAUMONT

By

Name:

Title:

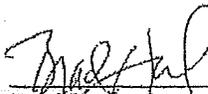
ATTEST:


Clerk

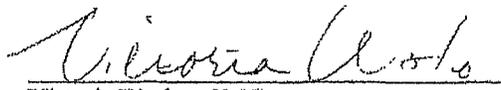
IN WITNESS WHEREOF, the City of Jurupa Valley has caused this Agreement to be executed and attested by its duly authorized representatives as of the 2nd day of April, 2015.

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

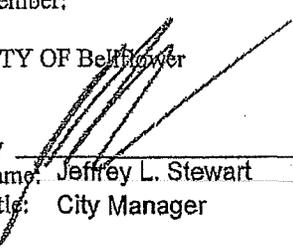
ATTEST:

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

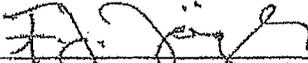
By [Signature]
Name: Susan Stanton
Title: City Manager

ATTEST:

By [Signature]
Name: Anne F. Rabinov
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.

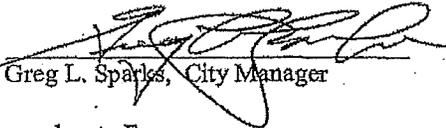
CITY OF EUREKA



Frank J. Jager, Mayor of the City of Eureka

Dated: 06/18/2015

Approved as to Administration:

By: 

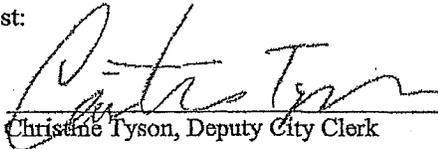
Greg L. Sparks, City Manager

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 Casida, Mayor

ATTEST:


Mañla 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 *Joel A. Klink*

Name: Joel A. Klink

Title : Mayor



Cynthia Villescas

Name: Cynthia Villescas

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 8th day of September, 2015

Member

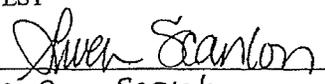
CITY OF LINCOLN

By 

Name Matthew Brower

Title City Manager

ATTEST

By 

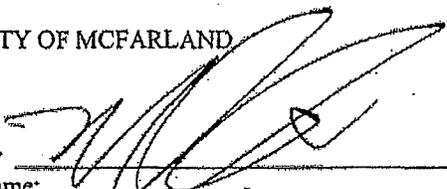
Name Gwen Scanlon

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 Cantu

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.

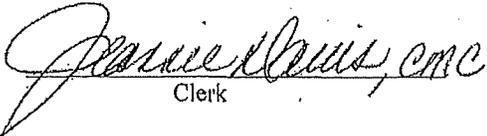
Member:

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 15th day of November, 2015.

Member:

CITY OF REEDLEY

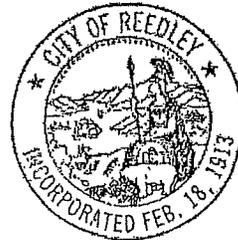
By

Name: Nicole R. Zieba

Title: City manager

ATTEST:

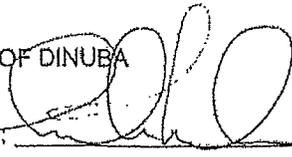
J. B. Plata
Clerk



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:

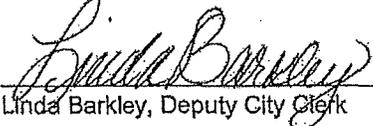
CITY OF DINUBA

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.

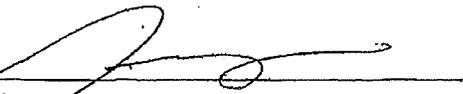
Member:

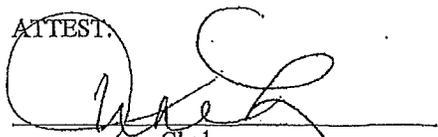
CITY OF ORANGE COVE

By

Name:

Title:


City Manager

ATTEST:

Clerk

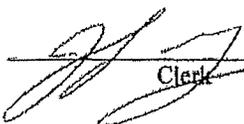
IN WITNESS WHEREOF, the City of Hanford has caused this Agreement to be executed and attested by its duly authorized representatives as of the 15 day of December, 2015.

Member:

CITY OF HANFORD

By 
Name: Darrel Pyle
Title: City Manager

ATTEST:

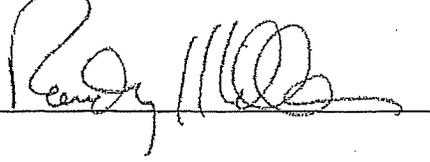

Clerk

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.

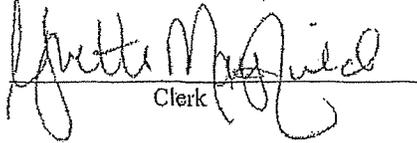
Member:

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:

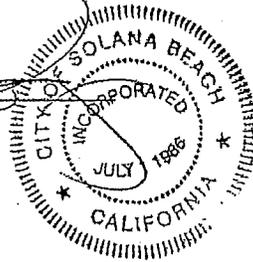
CITY OF SOLANA BEACH

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

ATTEST:

Angela
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
Name: Edwin Hernandez
Title: Mayor

ATTEST:

Maria Quiroga
City Clerk

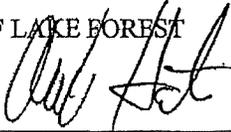
APPROVED AS TO FORM:
David A. Garcia

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:

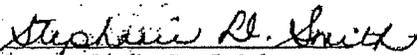
CITY OF LAKE FOREST

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

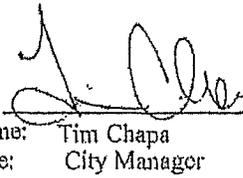
ATTEST:

Mary J. Venegas
Mary J. Venegas, City Clerk

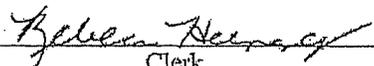
IN WITNESS WHEREOF, the City of Sanger has caused this Agreement to be executed and attested by its duly authorized representatives as of the 18th day of February, 2015, 2016.

Member:

CITY OF SANGER

By 
Name: Tim Chapa
Title: City Manager

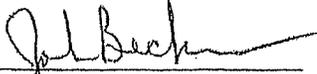
ATTEST:


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.

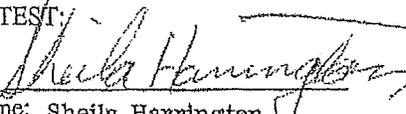
Member:

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, 2018.

Member:

CITY OF FIREBAUGH

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

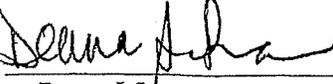
ATTEST:

Rita Jozano
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 

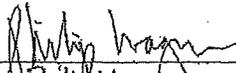
Name: Kathleen Franco Simmons

Title: City Clerk

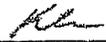
IN WITNESS WHEREOF, the City of Bell Gardens has caused this Agreement to be executed and attested by its duly authorized representatives as of the 11th day of April, 2016.

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:

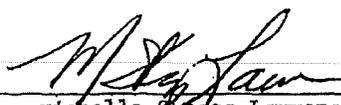


City Clerk

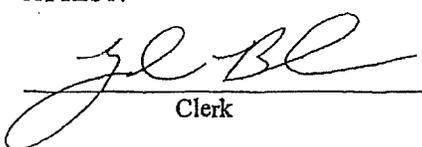
IN WITNESS WHEREOF, the City of Oceanside has caused this Agreement to be executed and attested by its duly authorized representatives as of the 18th day of May, 2016.

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. Righy

Title: Mayor Pro-Tem

ATTEST:

Sonia Alvarez
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:

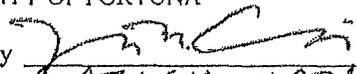
Title:

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:

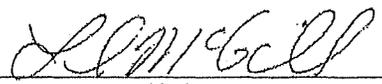
CITY OF FORTUNA

By 

Name: REGAN M. CHABEAES

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:

Robin Shaw
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.

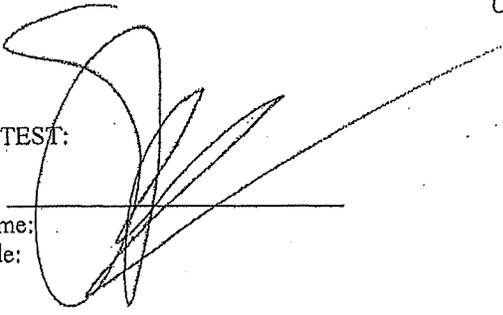
Member:

CITY OF REDWOOD CITY

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

ATTEST:

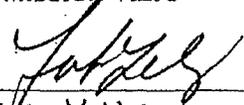
By _____
Name: _____
Title: _____



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:

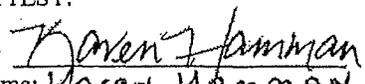
CITY OF MISSION VIEJO

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 Gustafson

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

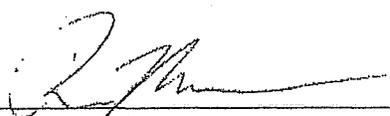
ATTEST:

By Lova Hudson
Name: Lova 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:

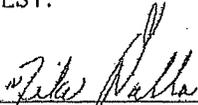
CITY OF NATIONAL CITY

By 

Name: Ron Morrison

Title: Mayor

ATTEST:

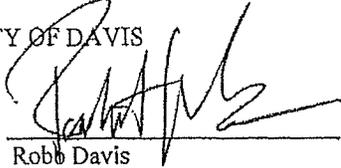


Mike Dalla, City Clerk

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 

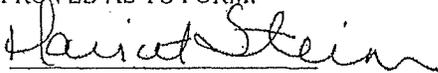
Robb Davis
Mayor

ATTEST:

By 

Zoe S. Mirabile
City Clerk

APPROVED AS TO FORM:

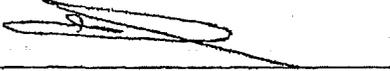
By 

Harriet Stein
City Attorney

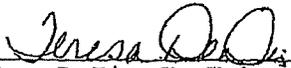
IN WITNESS WHEREOF, the City of Walnut has caused this Agreement to be executed and attested by its duly authorized representatives as of the 12th day of October, 2016.

Member:

CITY OF WALNUT

By 
Name: Eric Ching
Title: Mayor

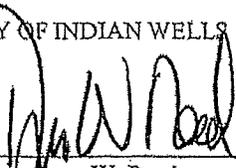
ATTEST:


Teresa De Dios, City Clerk
City of Walnut

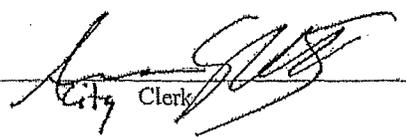
IN WITNESS WHEREOF, the City of Indian Wells has caused this Agreement to be executed and attested by its duly authorized representatives as of the 12th day of October, 2016.

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

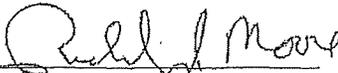
ATTEST:

Rachelle D. Klassen
Rachelle D. Klassen, City Clerk

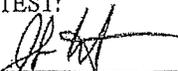
IN WITNESS WHEREOF, the City of Santa Fe Springs has caused this Agreement to be executed and attested by its duly authorized representatives as of the 20th day of October, 2016.

Member:

CITY OF SANTA FE SPRINGS

By 
Name: Rachel 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

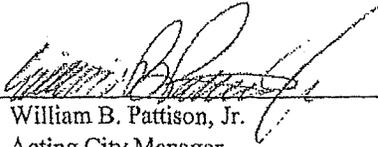
ATTEST:

[Signature]
Clerk
REFS 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:

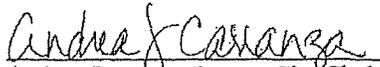
CITY OF COACHELLA

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:

Arletta Sore

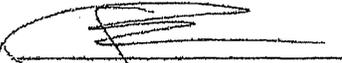
City Clerk



IN WITNESS WHEREOF, the City of Seaside has caused this Agreement to be executed and attested by its duly authorized representatives as of the 17 day of March, 2017.

Member:

CITY OF SEASIDE

By: 
Name: ELIAS MAJIC
Title: CITY MANAGER

ATTEST
By: 
Name: Lesley Milton-Restg
Title: 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

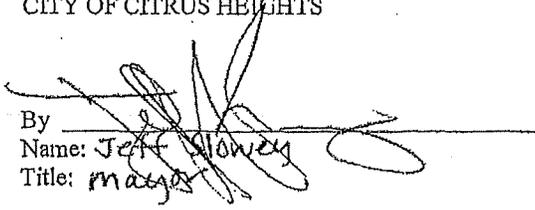
ATTEST:

Bahar Akhbari
Clerk

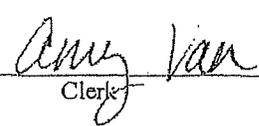
IN WITNESS WHEREOF, the City of Citrus Heights has caused this Agreement to be executed and attested by its duly authorized representatives as of the 28 day of March, 2016 *7/AV*

Member:

CITY OF CITRUS HEIGHTS

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

ATTEST:

Shirley Jenkins
Clerk

APPROVED AS TO FORM:

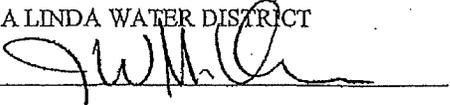
Debra Margolis

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:

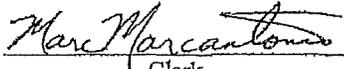
YORBA LINDA WATER DISTRICT

By 

Name:

Title:

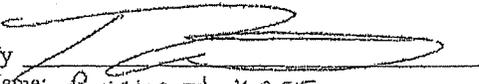
ATTEST:


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:

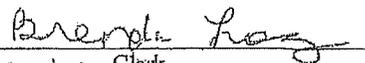
CITY OF ADELANTO

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:

Angela 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

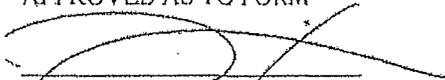
By Mark Orme

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.

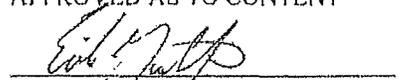
APPROVED AS TO FORM



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

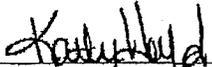
IN WITNESS WHEREOF, the City of Encinitas has caused this Agreement to be executed and attested by its duly authorized representatives as, of the 7th day of June, 2017.

Member:

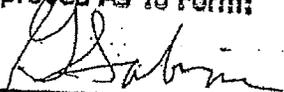
CITY OF ENCINITAS

By 
Name: Terent Brust
Title: City Manager

ATTEST:


Clerk

Approved As To Form:

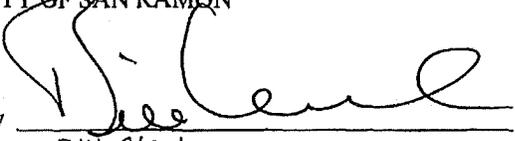
 6/7/17
Glenn Sabine, City Attorney Date

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

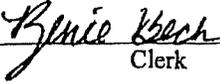
IN WITNESS WHEREOF, the City of San Ramon has caused this Agreement to be executed and attested by its duly authorized representatives as of the 23 day of June, 2017.

Member:

CITY OF SAN RAMON

By 
Name: Bill Clarkson
Title: Mayor

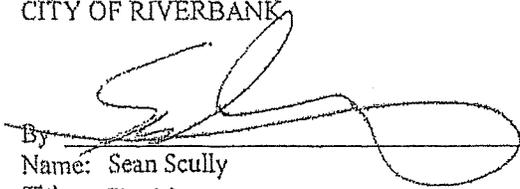
ATTEST:


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:

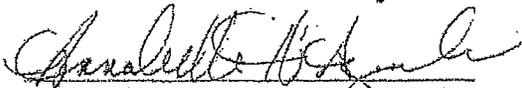
CITY OF RIVERBANK

By 

Name: Sean Scully

Title: City Manager

ATTEST:

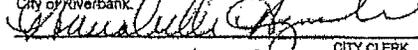

Annabelle H. Aguilar, CMC, City Clerk

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 W. R. Schubert
Name:
Title:

ATTEST:

Suzanne Halpern
Clerk



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"

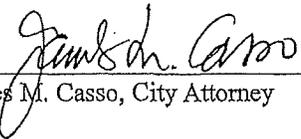
City of La Puente

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
Susan Olson
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:

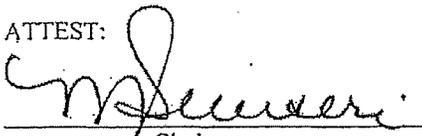
Kelmaier
Clerk

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

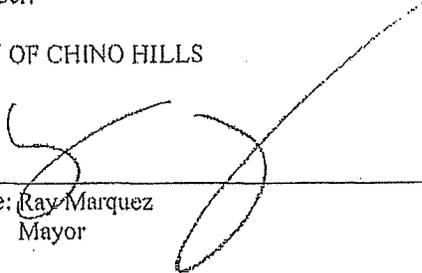
By 
Name: Joseph A. Calabriga
Title: Town Manager

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:

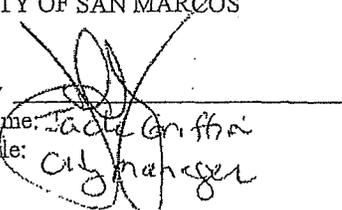


Cheryl Balz
City Clerk

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: Jade Griffin
Title: City manager

ATTEST: 
By Philip Sotula
Name: Philip Sotula
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: Cameron D. Palmer Dated: 11/1/17

ATTEST:

By: Shawni Rosecr 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