

RESOLUTION NO. 2021-XX

RESOLUTION OF THE BOARD OF SUPERVISORS OF NAPA COUNTY, STATE OF CALIFORNIA, APPROVING AND AUTHORIZING THE CHAIR TO EXECUTE THE GOLDEN STATE CONNECT AUTHORITY JOINT EXERCISE OF POWERS AGREEMENT

WHEREAS, on August 18, 2021, the Board of Directors of Rural County Representatives of California (RCRC), of which Napa County is a member, voted to create a new joint powers authority for the purpose of expanding broadband access and quality in rural counties, and authorized submission of the proposed Golden State Connect Authority Joint Exercise of Powers Agreement (GSCA JPA) to RCRC member counties for approval; and

WHEREAS, the proposed GSCA JPA been provided to each RCRC member county for review and approval; and

WHEREAS, the members of the Board of Supervisors of Napa County have each been provided with a copy of the proposed GSCA JPA for review; and

WHEREAS, the Board of Supervisors of Napa County desires to approve the proposed GSCA JPA and join the Golden State Connect Authority as a member county;

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

1. The Board of Supervisors hereby approves and authorizes the Chair to execute the GSCA JPA, in substantially the form attached hereto as Attachment 1 and incorporated herein by reference.
2. The Board of Supervisors authorizes and directs the Clerk of the Board of Supervisors to transmit a copy of this Resolution to the President of RCRC.

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THE FOREGOING RESOLUTION WAS DULY, AND REGULARLY ADOPTED
 by the Napa County Board of Supervisors, State of California, at a regular meeting of the Board
 of Supervisors on the 28th day of September, 2021, by the following vote:

AYES: SUPERVISORS _____

 NOES: SUPERVISORS _____
 ABSTAIN: SUPERVISORS _____
 ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of the
 State of California

By: _____
 ALFREDO PEDROZA, Chair of the
 Board of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Thomas C. Zeleny</u> Chief Deputy</p> <p>Date: <u>September 17, 2021</u> PL Doc. No. 60620</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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Attachment

GOLDEN STATE CONNECT AUTHORITY

JOINT EXERCISE OF POWERS AGREEMENT

THIS JOINT EXERCISE OF POWERS AGREEMENT (“Agreement”) is entered into by and among the counties listed on Attachment 1 hereof and incorporated herein by reference. All such counties are referred to herein as "Members" with the respective powers, privileges and restrictions provided herein.

RECITALS

- A. WHEREAS, the Joint Exercise of Powers Act, Government Code section 6500 et seq., permits two or more public agencies by agreement to jointly exercise any powers common to the contracting parties, and further provides additional powers; and
- B. WHEREAS, the Members have the common power to acquire, construct, improve, and maintain broadband infrastructure and operate broadband internet access service and any telecommunications services necessary to obtain federal or state support for the acquisition, construction, improvement, or maintenance of broadband infrastructure or operation of broadband internet access service, pursuant to Government Code section 26231; and
- C. WHEREAS, the Members further have the common powers to establish programs to meet the social needs of their population, including promoting the economic development and welfare of their communities, and to do all acts necessary to participate in any federal program whereby federal funds are granted for purposes of public works or community improvement, pursuant to Government Code sections 12100 et seq., 26227, 52200 et seq., and 53703; and
- D. WHEREAS, access to broadband is an increasingly essential resource for educational opportunity, health care access, economic growth, and civic engagement, and despite the importance of broadband, access remains uneven throughout the state, particularly in rural areas; and
- E. WHEREAS, by this Agreement, the Members desire to create and establish a joint powers authority to exercise their respective powers for the purposes of making reliable and adequate communications services and connectivity available for the benefit of rural communities, businesses, and residents, including without limitation establishing and operating programs and projects to facilitate provision and expansion of broadband internet access service and related telecommunications services in rural communities, and directly providing such services in substantially the same manner as a municipal utility.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Members

individually and collectively agree as follows:

1. Definitions

Unless the context otherwise requires, the following terms shall for purposes of this Agreement have the meanings specified below:

"Act" means the Joint Exercise of Powers Act, commencing with Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, including the Marks-Roos Local Bond Pooling Act of 1985, as amended.

"Agreement" means this Joint Exercise of Powers Agreement, as the same now exists or as it may from time to time be amended as provided herein.

"Audit Committee" means a committee made up of the Executive Committee.

"Authority" means Golden State Connect Authority (GSCA), established by this Agreement.

"Board" means the governing board of the Authority as described in Section 7 below.

"Bonds" means bonds, notes, warrants, leases, certificates of participation, installment purchase agreements, loan agreements and other securities or obligations issued by the Authority, or financing agreements entered into by the Authority pursuant to the Act and any other obligation within the meaning of the term "Bonds" under the Act.

"Broadband internet access service" has the same meaning as defined in Government Code section 53167, as hereafter amended.

"Delegate" means the Supervisor designated by the governing board of each Member to serve on the Board of the Authority.

"Executive Committee" means the Executive Committee of the Board established pursuant to Section 10 hereof.

"Member" means any county which as member of RCRC, has executed this Agreement and has become a member of the Authority.

"Obligations" means bonds, notes, warrants, leases, certificates of participation, installment purchase agreements, loan agreements and other securities or obligations issued by the Authority, or financing agreements entered into by the Authority pursuant to the Act and any other financial or legal obligation of the Authority under the Act.

"Participating Entity" shall mean any public agency (as defined in California Government Code section 6500) or joint powers authority that is authorized to provide, permit, or facilitate broadband internet access service or related telecommunications services, which participates in the Authority pursuant to Section 4.d.

“Program” or “Project” means any work, improvement, program, project or service undertaken by the Authority.

“Rural County Representatives of California” or “RCRC” means the nonprofit entity incorporated under that name in the State of California.

“Supervisor” means an elected County Supervisor from a Member county.

2. Purpose

The purposes of the Authority are to make reliable and adequate communications services and connectivity available for the benefit of rural communities, businesses, and residents, including without limitation establishing and operating programs and projects to facilitate provision and expansion of broadband internet access service and related telecommunications services in rural communities, and directly providing such services in substantially the same manner as a municipal utility. In pursuit of this purpose, this Agreement provides for the joint exercise of powers common to its Members as provided herein, including without limitation all those powers set forth in the Recitals, and any additional powers otherwise authorized by the Act and other applicable laws, including provision of financing and other programs and projects as authorized herein, jointly exercised in the manner set forth herein.

3. Principal Place of Business

The principal office of the Authority shall be 1215 K Street, Suite 1650, Sacramento, California 95814.

4. Creation of Authority; Addition of Members; Participating Entities

a. The Authority is hereby created pursuant to the Act. As provided in the Act, the Authority shall be a public entity separate and distinct from the Members.

b. The Authority will cause a notice of this Agreement or any amendment hereto to be prepared and filed with the office of the Secretary of State of California in a timely fashion in the manner set forth in Section 6503.3 of the Act.

c. A county that is a member of RCRC may petition to become a member of the Authority by submitting to the Board a resolution or evidence of other formal action taken by its governing body adopting this Agreement. The Board shall review the petition for membership and shall vote to approve or disapprove the petition. If the petition is approved by a majority of the Board, such county shall immediately become a Member of the Authority.

d. Any public agency (as defined in California Government Code section 6500) or joint powers authority that is authorized to provide, permit, or facilitate broadband internet access service or related telecommunications services may become a Participating Entity upon Executive Committee or Board approval and adoption by the governing body of said public agency of a

participation agreement in the form prescribed by the Authority.

5. Term and Termination of Powers

This Agreement shall become effective from the date hereof 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 the earlier of the time when all Bonds and any interest thereon shall have been paid in full, or provision for such payment shall have been made, or when the Authority shall no longer own or hold any interest in a public capital improvement or program. The Authority shall continue to exercise the powers herein conferred upon it until termination of this Agreement, except that if any Bonds are issued and delivered, in no event shall the exercise of the powers herein granted be terminated until all Bonds so issued and delivered and the interest thereon shall have been paid or provision for such payment shall have been made and any other debt incurred with respect to any other financing program established or administered by the Authority has been repaid in full and is no longer outstanding.

6. Powers; Restriction upon Exercise

a. To effectuate its purposes, as set forth in Section 2, the Authority shall have the power to exercise any and all powers common to the Members, including without limitation all those powers set forth in the Recitals, and any additional powers otherwise authorized by the Act and other applicable provisions of law, subject, however, to the conditions and restrictions herein contained. Each Member may also separately exercise any and all such powers. Pursuant to Government Code section 6509, the powers of the Authority shall be those of a general law county.

b. The Authority may adopt, from time to time, such resolutions, guidelines, rules and regulations for the conduct of its meetings and the activities of the Authority as it deems necessary or desirable to accomplish its purpose.

c. Without limiting the generality of the foregoing, the Authority shall further have the following specific powers:

- (1) To establish and operate programs and projects to facilitate provision and expansion of broadband internet access service and related telecommunications services in rural communities, including without limitation all powers authorized pursuant to Government Code section 26231, as hereafter amended.
- (2) To acquire, construct, improve, and maintain broadband infrastructure and operate broadband internet access service and any telecommunications services necessary to obtain federal or state support for the acquisition, construction, improvement, or maintenance of broadband infrastructure or operation of broadband internet access service.
- (3) To do all acts necessary to participate in any federal program whereby federal funds are granted for purposes of public works or community improvement in furtherance of the purposes of the Authority.
- (4) To finance the construction, acquisition, improvement, preservation, and rehabilitation of real property and infrastructure, including without

limitation the power to purchase, with the amounts received or to be received by it pursuant to a bond purchase agreement, bonds issued by any of its Members and other local agencies at public or negotiated sale, for the purpose set forth herein and in accordance with the Act. All or any part of such bonds so purchased may be held by the Authority or resold to public or private purchasers at public or negotiated sale. The Authority shall set any other terms and conditions of any purchase or sale contemplated herein as it deems necessary or convenient and in furtherance of the Act.

- (5) To issue or cause to be issued Bonds or other indebtedness, and pledge any of its property or revenues as security to the extent permitted by resolution of the Executive Committee or Board under any applicable provision of law. The Authority may receive funds from any lawful source and may issue Bonds in accordance with the Act in order to raise funds necessary to effectuate its purpose hereunder and may enter into agreements to secure such Bonds.
- (6) To issue other forms of indebtedness authorized by the Act or applicable law, and to secure such debt, to further such purpose. Without limiting the generality of the foregoing, the Authority shall be empowered to issue industrial development bonds pursuant to the California Industrial Development Financing Act (Title 10 (commencing with Section 91500) of the Government Code of the State of California). The Authority may further utilize other forms of capital, including, but not limited to, the Authority's internal resources, capital markets and other forms of private capital investment authorized by the Act.
- (7) To impose, levy, collect or cause to be collected, to receive and use sales taxes, parcel taxes, Mello Roos taxes, property taxes, special taxes, or any other type of tax or assessment, as authorized by law.
- (8) To apply for, accept, and receive all permits, grants, loans, or other aids from any federal, state, tribal or other local public agency.
- (9) To promulgate, adopt and enforce any ordinances, policies, rules and regulations as may be necessary to implement and effectuate the terms, provisions and purposes of this Agreement.
- (10) To exercise the common powers of the Members and 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.

d. The Authority is hereby authorized to do, in its own name, all acts necessary for the exercise of its powers, including, but not limited to:

- (1) executing contracts,
- (2) employing agents, consultants and employees,
- (3) acquiring, constructing or providing for maintenance and operation of any building, work or improvement,
- (4) acquiring, holding or disposing of real or personal property, tangible or intangible, wherever located, including the common power of the parties hereto to acquire any real or personal property, tangible or intangible, and

- any interests therein, wherever located, by the power of eminent domain;
- (5) incurring debts, liabilities or obligations,
 - (6) receiving and administering trusts, bequests, grants, gifts, contributions and donations of property, funds, services and any other forms of assistance from persons, firms, corporations, tribal governments, or any other governmental entities,
 - (7) suing and being sued in its own name, and litigating or settling any suits or claims,
 - (8) prescribing, setting the amount of, revising, and collecting, by any lawful means, user charges and fees necessary to carry out the purposes of this Agreement, including without limitation fees and charges for services provided and the use of any real, personal, or intellectual property of the Authority,
 - (9) assessing fees on Members and Participating Entities who elect to participate in programs or projects of the Authority,
 - (10) cooperating and contracting with other public agencies in furtherance of the purposes of the Authority, including state and federal agencies, tribal agencies and agencies of other states, in accordance with applicable law,
 - (11) establishing and administering one or more nonprofit corporations under the Nonprofit Corporations Law (Division 2 (commencing with Section 5000) of the Corporations Code of the State of California) to undertake programs and projects in furtherance of the purposes of the Authority,
 - (11) To make any regulatory filings or reports required by federal or state law related to broadband internet access service and telecommunications services, and to participate in relevant rulemaking and adjudicative proceedings
 - (12) doing any and all things necessary or convenient to the exercise of its specific powers and to accomplishing its purpose.

e. Subject to the applicable provisions of any indenture or resolution providing for the investment of monies held thereunder, the Authority shall have the power to invest any of its funds as the Executive Committee or Board deems advisable, in the same manner and upon the same conditions as local agencies pursuant to Section 53601 of the Government Code of the State of California.

f. All property, equipment, supplies, funds and records of the Authority shall be owned by the Authority, except as may be provided otherwise herein or by resolution of the Executive Committee or Board.

g. Pursuant to the provisions of Section 6508.1 of the Act, the debts, liabilities and obligations of the Authority shall not be debts, liabilities and obligations of the Members. Any Bonds, together with any interest and premium thereon, shall not constitute debts, liabilities or obligations of any Member. The Members hereby agree that any such Bonds issued by the Authority shall not constitute general obligations of the Authority but shall be payable solely from the moneys pledged to the repayment of principal or interest on such Bonds under the terms of the resolution, indenture, trust, agreement or other instrument pursuant to which such Bonds are issued. Neither the Members nor the Authority shall be obligated to pay the principal of or

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 or the Authority shall be pledged to the payment of the principal of or premium, if any, or interest on the Bonds, nor shall the Members of the Authority be obligated in any manner to make any appropriation for such payment. No covenant or agreement contained in any Bond shall be deemed to be a covenant or agreement of any Delegate, or any officer, agent or employee of the Authority in an individual capacity, and neither the Board nor any officer thereof executing the Bonds or any document related thereto shall be liable personally on any Bond or be subject to any personal liability or accountability by reason of the issuance of any Bonds.

7. Governing Board

a. The Board shall consist of the number of Delegates equal to one representative from each Member.

b. The governing body of each Member shall appoint one of its Supervisors to serve as a Delegate on the Board. A Member's appointment of its Delegate shall be delivered in writing (which may be by electronic mail) to the Authority and shall be effective until he or she is replaced by such governing body or no longer a Supervisor; any vacancy shall be filled by the governing body of the Member in the same manner provided in this paragraph b.

c. The governing body of each Member of the Board shall appoint a Supervisor as an Alternate to serve on the Board in the absence of the Delegate; the Alternate may exercise all the rights and privileges of the Delegate, including the right to be counted in constituting a quorum, to participate in the proceedings of the Board, and to vote upon any and all matters. No Alternate may have more than one vote at any meeting of the Board, and any Member's designation of an Alternate shall be delivered in writing (which may be by electronic mail) to the Authority and shall be effective until such Alternate is replaced by his or her governing body or is no longer a Supervisor, unless otherwise specified in such appointment. Any vacancy shall be filled by the governing body of the Member in the same manner provided in this paragraph c.

d. Delegates shall not receive compensation for serving as Delegates but may claim and receive reimbursement for expenses actually incurred in connection with such service pursuant to rules approved by the Board and subject to the availability of funds.

e. The Board shall have the power, by resolution, to the extent permitted by the Act or any other applicable law, to exercise any powers of the Authority and to delegate any of its functions to the Executive Committee or one or more Delegates, officers or agents of the Authority, and to cause any authorized Delegate, officer or agent to take any actions and execute any documents for and in the name and on behalf of the Board or the Authority.

f. The Board may establish other committees as it deems necessary for any lawful purpose; such committees are advisory only and may not act or purport to act on behalf of the Board or the Authority.

g. The Board shall develop, or cause to be developed, and review, modify as necessary, and adopt each Program.

8. Meetings of the Board

a. The Board shall meet at least once annually but may meet more frequently upon call of any officer or as provided by action of the Board. The date and hour and place of each regular meeting shall be fixed by action of the Board.

b. Meetings of the Board, including special and emergency meetings, shall be called, noticed, held and conducted pursuant to the provisions of the Ralph M. Brown Act, Chapter 9 (commencing with Section 54950) of Part I of Division 2 of Title 5 of the Government Code of the State of California.

c. The Secretary of the Authority shall cause minutes of all meetings of the Board to be taken and distributed to each Member as soon as possible after each meeting.

d. A majority of the number of current Delegates shall constitute a quorum for transacting business at any meeting of the Board, except that less than a quorum may act to adjourn a meeting. Each Delegate shall have one vote.

e. Meetings may be held at any location designated in notice properly given for a meeting and may be conducted by telephonic or similar means in any manner otherwise allowed by law.

9. Officers; Duties; Official Bonds

a. The Board shall elect a chair and vice chair from among the Delegates at the Board's annual meeting who shall serve a term of one (1) year or until their respective successor is elected. The chair shall conduct the meetings of the Board and perform such other duties as may be specified by resolution of the Board. The vice chair shall perform such duties in the absence or in the event of the unavailability of the chair.

b. The Board shall contract annually with RCRC to administer the Agreement and to provide administrative services to the Authority, and the President and Chief Executive Officer of RCRC shall serve *ex officio* as Executive Director and Secretary of the Authority. The Chief Financial Officer of RCRC shall likewise serve *ex officio* as the Chief Financial Officer, Treasurer, and Auditor of the Authority. As chief executive of the Authority, the Executive Director is authorized to execute contracts and other obligations of the Authority, and to adopt administrative, personnel, accounting, and similar internal policies for the operation of the Authority, unless prior Board approval is required by a third party, by law or by Board specification, and to perform other duties specified by the Board. The Executive Director may appoint such other officers as may be required for the orderly conduct of the Authority's business and affairs who shall serve at the pleasure of the Executive Director. Subject to the applicable provisions of any indenture or resolution providing for a trustee or other fiscal agent, the Chief Financial Officer, as Treasurer, is designated as the custodian of the Authority's funds, from whatever source, and, as such, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act. The Chief Financial Officer, as Auditor, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act.

c. The Legislative Advocate for the Authority shall be the Rural County Representatives of California.

d. The Treasurer and Auditor are public officers who have charge of, handle, or have access to all property of the Authority, and a bond for such officer in the amount of at least one hundred thousand dollars (\$100,000.00) shall be obtained at the expense of the Authority and filed with the Executive Director. Such bond may secure the faithful performance of such officer's duties with respect to another public office if such bond in at least the same amount specifically mentions the office of the Authority as required herein. The Treasurer and Auditor shall cause periodic independent audits to be made of the Authority's books by a certified public accountant, or public accountant, in compliance with Section 6505 of the Act.

e. The business of the Authority shall be conducted under the supervision of the Executive Director by RCRC personnel.

10. **Executive Committee of the Authority**

a. Composition

The Authority shall have an Executive Committee comprised of no fewer than nine (9) and no more than eleven (11) members of its Board. The Executive Committee shall consist of the following members:

- (1) The Chair and Vice Chair of the Authority.
- (2) Any members of the Executive Committee of RCRC who are presently serving on the Board of the Authority.
- (3) If there are fewer than nine (9) members serving on the Executive Committee under subsections (1) and (2), the Board shall appoint one or more additional Delegates to the Executive Committee at-large, so that the Executive Committee has nine (9) members.

b. Powers and Limitations

- (1) Except as otherwise directed by the Board, the Executive Committee shall exercise all powers of the Board as necessary to conduct the business and affairs of the Authority between Board meetings, provided that the annual budget must be approved and adopted by the Board.
- (2) The Executive Committee shall further have the power to approve, upon a two-thirds vote of the full membership, projects or programs to acquire, construct, improve, and maintain broadband infrastructure and operate broadband internet access service and any telecommunications services necessary to obtain federal or state support for the acquisition, construction, improvement, or maintenance of broadband infrastructure or operation of broadband internet access service.
- (3) Other duties will include, but not be limited to, review of the quarterly and annual budgets, service as the Audit Committee for the Authority, periodically review this Agreement; and complete any other tasks as may be assigned by the

Board.

- (4) The Executive Committee shall be subject to all limitations imposed by this Agreement, other applicable law, and resolutions of the Board.

c. Quorum

A majority of the Executive Committee shall constitute a quorum for transacting business of the Executive Committee.

11. Disposition of Assets

Unless otherwise provided by the Board, upon termination of this agreement, any assets in the possession of the Authority after payment of all liabilities, costs, expenses and charges incurred under this Agreement shall be distributed as follows:

a. Broadband or telecommunications infrastructure shall be distributed to whatever public entity or entities, if any, that have assumed responsibility for provision of broadband internet access service or telecommunications services, respectively, within the territory served by such infrastructure. Ancillary real property, agreements, books and records, and customer data shall similarly be distributed or assigned, in accordance with applicable law.

b. Any assets not distributed under Section 11.a shall be disposed of as the Board shall determine with the objectives of allowing any broadband or telecommunications systems operated by the Authority to continue operating as going concerns to the extent practicable, and otherwise of distributing to each remaining party a proportionate return on the contributions made to such properties by such parties, less previous returns, if any.

c. All Members will cooperate in good faith to implement this Section in a manner that, to the extent required by this Section or as directed by the Board, continues the provision of services and minimizes disruption to customers; preserves the value of the broadband and telecommunications infrastructure as a going concern; and completes any transition and distributions in a timely manner.

12. Agreement Not Exclusive

This Agreement shall not be exclusive, and each Member expressly reserves its rights to carry out other improvements, programs, and projects as provided for by law and to issue other obligations for those purposes. This Agreement shall not be deemed to amend or alter the terms of other agreements among the Members.

13. Conflict of Interest Code

The Authority shall by resolution adopt a Conflict of Interest Code as required by law.

14. Contributions and Advances

Contributions or advances of public funds and of personnel, equipment or property may be made to the Authority by any Member or any other public agency to further the purpose of this Agreement. Payment of public funds may be made to defray the cost of any contribution. Any

advance may be made subject to repayment, and in that case shall be repaid in the manner agreed upon by the advancing Member or other public agency and the Authority at the time of making the advance.

15. Fiscal Year; Accounts; Reports; Annual Budget; Administrative Expenses

a. The fiscal year of the Authority shall be the period from January 1 of each year to and including the following December 31, except for any partial fiscal year resulting from a change in accounting based on a different fiscal year previously.

b. Prior to the beginning of each fiscal year, the Board shall adopt a budget for the succeeding fiscal year.

c. The Authority shall establish and maintain such funds and accounts as may be required by generally accepted accounting principles. The books and records of the Authority are public records and shall be open to inspection at all reasonable times by each Member and its representatives.

d. The Auditor shall either make, or contract with a certified public accountant or public accountant to make, an annual audit of the accounts and records of the Authority. 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 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 auditor of Sacramento County as the county in which the Authority's office is located) within 12 months after the end of the fiscal year.

e. In any year in which the annual budget of the Authority does not exceed five thousand dollars (\$5,000.00), the Board may, upon unanimous approval of the Board, replace the annual audit with an ensuing one-year period, but in no event for a period longer than two fiscal years.

16. Duties of Members; Breach

If any Member shall default in performing any covenant contained herein, such default shall not excuse that Member from fulfilling its other obligations hereunder, and such defaulting Member shall remain liable for the performance of all covenants hereof. Each Member hereby declares that this Agreement is entered into for the benefit of the Authority created hereby, and each Member hereby grants to the Authority the right to enforce, by whatever lawful means the Authority deems appropriate, all of the obligations of each of the parties hereunder. Each and all of the remedies given to the Authority hereunder or by any law now or hereafter enacted are cumulative, and the exercise of one right or remedy shall not impair the right of the Authority to any or all other remedies.

17. Indemnification

a. To the full extent permitted by law, the Executive Committee or Board shall

authorize indemnification by the Authority of any person who is or was a Board Delegate, alternate, officer, consultant, 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 Delegate, alternate, officer, consultant, employee or other agent of the Authority. Such indemnification may be made against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith and 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 his or her conduct 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.

b. The Authority shall indemnify, defend, and hold harmless the Members hereto and their officers, agents, servants, and employees, from any and all claims, losses, damages, costs, or liabilities resulting to any person, firm, or corporation or any other public or private entity from any cause whatsoever arising from or in any way connected with the performance and exercise of the Authority's powers, except where such indemnification is prohibited by law.

18. Immunities

All of the privileges and immunities from liabilities, exemptions from law, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the activity of officers, agents or employees of any of the Members when performing their respective functions, shall apply to them to the same degree and extent while engaged as Delegates or otherwise as an officer, agent or other representative of the Authority or while engaged in the performance of any of their functions or duties under the provisions of this Agreement.

19. Amendment

This Agreement may be amended by the adoption of the amendment by the governing bodies of a majority of the Members. The amendment shall become effective on the first day of the month following the last required member agency approval. An amendment may be initiated by the Board, upon approval by a majority of the Board. Any proposed amendment, including the text of the proposed change, shall be given by the Board to each Member's Delegate for presentation and action by each Member's board within 60 days, which time may be extended by the Board.

The list of Members, Attachment 1, may be updated to reflect new and/or withdrawn Members without requiring formal amendment of the Agreement by the Authority Board.

20. Withdrawal of Member

If a Member withdraws as member of RCRC, its membership in the Authority shall automatically terminate. 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 as long as any Bonds or other obligations of the Authority remain outstanding. Any such withdrawal shall become effective thirty (30) days after a resolution adopted by the Member's governing body which authorizes withdrawal is received by the Authority. Notwithstanding the foregoing, any

termination of membership or withdrawal from the Authority shall not operate to relieve any terminated or withdrawing Member from obligations incurred by such terminated or withdrawing Member prior to the time of its termination or withdrawal.

21. Miscellaneous

a. **Counterparts.** 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.

b. **Construction.** 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.

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

d. **Jurisdiction; Venue.** This Agreement is made in the State of California, under the Constitution and laws of such State and is to be so construed; any action to enforce or interpret its terms shall be brought in Sacramento County, California.

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

f. **Successors; Assignment.** 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 Board.

g. **Severability.** Should any part, term or provision of this Agreement be decided by the courts to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms or provisions hereof shall not be affected thereby.

h. **No Third Party Beneficiaries.** This Agreement is intended solely for the benefit of the Authority and the parties to this Agreement, and no third party shall be deemed to be a beneficiary or to have any rights hereunder against the Authority or any of the parties hereto.

The parties hereto have caused this Agreement to be executed and attested by their properly authorized officers.

COUNTY OF _____

By: _____

Dated: _____

Name:

Title:

Attest:

By _____

Clerk of the Board of Supervisors