



State of California
Secretary of State

FILE NO. _____

NOTICE OF A JOINT POWERS AGREEMENT
(Government Code section 6503.5)

Instructions:

- 1. Complete and mail to: Secretary of State, P.O. Box 942870, Sacramento, CA 94277-2870.
2. Include filing fee of \$1.00.
3. Do not include attachments, unless otherwise specified.
4. A copy of the full text of the joint powers agreement and amendments, if any, must be submitted to the State Controller's office. For address information, contact the State Controller's office at www.sco.ca.gov.

(Office Use Only)

Name of the agency or entity created under the agreement and responsible for the administration of the agreement:
Renewal Enterprise District

Agency's or Entity's Mailing Address: 575 Administration Drive, Ste. 104A, Santa Rosa, CA 95403 Attn: County Administrator

Title of the agreement: Joint Exercise of Powers Agreement creating the Renewal Enterprise District

The public agencies party to the agreement are (if more space is needed, continue on a separate sheet and attach it to this form):

- (1) City of Santa Rosa
(2) County of Sonoma
(3)

Effective date of the agreement: December 4, 2018

Provide a condensed statement of the agreement's purpose or the powers to be exercised: to assist with the buying, selling, investing in, developing, starting, lending, planning, financing and implementing affordable and market-rate housing, community development, and related infrastructure to cooperatively achieve the Members' regional housing goals and advance climate resiliency.

RETURN ACKNOWLEDGMENT TO: (Type or Print)

NAME County Administrator
ADDRESS 575 Administration Dr, Ste. 104A
CITY/STATE/ZIP Santa Rosa, CA 95403

March 7, 2019

Date

Signature

David Rabbitt, Chair, Board of Supervisors
Typed Name and Title

BOS original
item # 30
12.4.18
CAO/CDC

**JOINT EXERCISE OF
POWERS AGREEMENT**

creating the

**RENEWAL
ENTERPRISE
DISTRICT**

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RENEWAL ENTERPRISE DISTRICT AGENCY JOINT EXERCISE OF POWERS AGREEMENT

THIS JOINT EXERCISE OF POWERS AGREEMENT ("Agreement") forming the Renewal Enterprise District ("Agency") is made and entered into as of December 4, 2018 ("Effective Date"), by and among the City of Santa Rosa and the County of Sonoma (collectively "Founding Members" and individually "Founding Member") for the purpose of creating a regional, coordinated, multi-jurisdictional entity to address housing development challenges and to increase the overall pace and capacity of housing construction county wide.

RECITALS

A. In October, 2017, Sonoma County and the City of Santa Rosa experienced unprecedented complex wildfires, resulting in the destruction of nearly 5,300 homes and exacerbating an existing housing crisis. The Renewal Enterprise District meets the equally urgent needs to rebuild lost homes and to address the severe shortage of homes.

B. The purposes for entering into this Agreement include:

1. Achieving the Founding Members' fire recovery rebuild goals and meeting current and previously unmet regional housing needs;
2. Honoring community separators and urban growth boundaries, and implementing existing and future general plans and specific plans;
3. Incentivizing higher density, infill, and transit-oriented housing in Priority Development Areas, Transit Priority Areas, Designated Opportunity Zones, Rural Investment Areas, and Employment Investment Areas;
4. Promoting zero net energy development and advancing climate resiliency at the regional, neighborhood, and homeowner scale;
5. Ensuring affordability and equity in housing development;
6. Improving opportunities for local employers to recruit and retain a skilled workforce;
- and
7. Ensuring transparency and accountability regarding achievement of housing goals.

C. It is the intent of this Agreement to focus housing development in identified geographic areas, based on local land use plans; define project criteria for which incentives and streamlined permitting processes are appropriate; pursue innovative new models for public-private partnerships; expand, pool, and leverage public and private financing in new ways; explore the most strategic and advantageous use of city- and county-owned land; and leverage the regional housing planning tools and resources of the Metropolitan Transit Commission (MTC) and the Association of Bay Area Governments (ABAG).

D. The Members desire to establish a separate public agency known as The Renewal Enterprise District (Agency) under the provisions of the Joint Exercise of Powers Act of the State of California (Government Code Sections 6500 et seq.) ("Act") in order to further the production of housing.

AGREEMENT TERMS

NOW THEREFORE, in consideration of the matters recited and the mutual promises, covenants, and conditions set forth in this Agreement, the Members hereby agree as follows:

Article I: Definitions

Section 1.01 – Definitions.

As used in this Agreement, unless the context requires otherwise, the meaning of the terms hereinafter set forth shall be as follows:

(a) “Act” shall mean the Joint Exercise of Powers Act, set forth in Chapter 5 of Division 7 of Title 1 of the California Government Code, sections 6500, *et seq.*, including any amendments thereto.

(b) “Agreement” means this Renewal Enterprise District Joint Exercise of Powers Agreement.

(c) “Agency” shall mean the Renewal Enterprise District, which is a separate entity created by this Agreement pursuant to the provisions of California Government Code sections 6500 *et seq.*

(d) “Board of Directors” or “Board” shall mean the governing body of the Agency as established by Section 5.01 of this Agreement.

(e) “Bylaws” shall mean the bylaws adopted by the Board of Directors pursuant to Section 7.06 of this Agreement to govern the day-to-day operations of the Agency.

(f) “Director” and “Alternate Director” shall mean a Director or Alternate Director appointed by a Member pursuant to Section 5.02 of this Agreement.

(g) “Fiscal Year” shall mean July 1 through June 30 pursuant to Section 8.02 of this Agreement.

(h) “Founding Member” or “Founding Members” shall mean the City of Santa Rosa and the County of Sonoma.

(i) “New Member” or “New Members” shall mean any other incorporated city or town within Sonoma County that may subsequently join this Agency with the authorization of the Board, pursuant to Section 4.02 of this Agreement.

(j) “Member” or “Members” shall mean Founding Members and New Members.

Article II: Agency Formation

Section 2.01 – Effective Date and Term.

This Agreement shall become effective and the Renewal Enterprise District shall exist as a separate public agency on the date this Agreement is executed by the Founding Members.

This Agreement shall remain in effect until terminated by the unanimous written consent of all then active Members or until there are less than two Members remaining in the Agency; provided, however, that this Agreement shall remain in effect during the term of any contractual obligation or indebtedness of the Agency that was previously approved by the Board.

Section 2.02 – Formation of the Agency.

There is hereby formed a joint powers authority known as the Renewal Enterprise District (“Agency”). Pursuant to the Act, the Agency shall be, to the extent provided by law, a public entity separate from the Members of this Agreement. Pursuant to Section 6508.1 of the Act, the debts, liabilities, or obligations of the Agency shall not be debts, liabilities or obligations of the individual Members unless the governing legislative body of a Member agrees in writing to assume any of the debts, liabilities, or obligations of the Agency. A Member who has not agreed to assume an Agency debt, liability, or obligation shall not be responsible in any way for such debt, liability or obligation even if a majority of the Members agree to assume the debt, liability, or obligation of the Agency.

Section 2.03 – Purpose of the Agency.

The purpose of this Agreement, and the creation of the Agency, is to provide for the joint exercise of powers common to the Members, to specifically include buying, selling, investing in, developing, starting, lending, planning, financing, and implementing affordable and market-rate housing, community development, and related infrastructure to cooperatively achieve the Members’ regional housing goals and advance climate resiliency.

Article III: Powers

Section 3.01 – Powers.

The Agency shall have all powers common to the Members and such additional powers accorded to it by law. The Agency is authorized, in its own name, to exercise all powers and do all acts necessary and proper to carry out the provisions of this Agreement and fulfill its purposes, including, but not limited to, each of the following powers:

- 3.1.1 to make and enter into contracts;
- 3.1.2 to employ agents and employees, including but not limited to a Chief Executive Officer;
- 3.1.3 to acquire, contract, manage, maintain, and operate any buildings, infrastructure, works, or improvements;

3.1.4 to acquire property by eminent domain, or otherwise, except as limited under Section 6508 of the Act, and to hold or dispose of any property;

3.1.5 to lease any property;

3.1.6 to sue and be sued in its own name;

3.1.7 to incur debts, liabilities, and obligations, including but not limited to loans from private lending sources pursuant to its temporary borrowing powers such as those powers granted by Government Code Sections 53850 et seq.;

3.1.8 to issue revenue bonds and other forms of indebtedness;

3.1.9 to apply for, accept, and receive all licenses, permits, grants, loans or other aids from any federal, state, or local public agency;

3.1.10 to adopt rules, regulations, policies, bylaws and procedures governing the operation of the Agency ("Operating Rules and Regulations");

3.1.11 to make and enter into service agreements relating to the provision of services;

3.1.12 to perform any power necessary or incidental to the foregoing powers in the manner and according to the procedures provided for under the law applicable to the Members to this Agreement and to perform all other acts necessary or proper to fully carry out the purposes of this Agreement.

Section 3.02 -- Limitation on Powers.

As required by Government Code Section 6509, the power of the Agency is subject to the restrictions upon the manner of exercising power possessed by Sonoma County.

Section 3.03 -- California Environmental Quality Act (CEQA).

This Agreement does not commit the Agency or any Member to approve or undertake any future projects, and the Members acknowledge and agree that all discretionary authority to approve, deny or condition future projects, including the authority to adopt mitigation measures or alternatives necessary to avoid or substantially lessen potentially significant environmental impacts, lies with the local agency with land use authority over such projects. The Members' approval of this Agreement therefore does not constitute an approval of any project and is not subject to CEQA.

Section 3.04 -- Preservation of Powers.

Nothing set forth in this Agreement is intended to abrogate the powers of any Member, independent of the Agency, including but not limited to police power, as applicable.

Section 3.05 -- Public Meeting for Review of Agreement.

To ensure that the Agency's governance structure addresses the interests and concerns of those affected by its activities, the Board shall conduct a public meeting after two (2) years from formation of the Agency to review the terms and conditions of this Agreement, review the efficacy of the Agency and the Agreement, and discuss whether any amendments to this Agreement are necessary or advisable, including the addition of New Members. This section shall not preclude

the Members from making amendments of this Agreement at other times as deemed necessary or appropriate by the Members, in accordance with Section 9.02 of this Agreement.

Article IV: Membership

Section 4.01 – Members.

The Members of the Agency shall be the County of Sonoma and the City of Santa Rosa, the local agencies listed on the attached Exhibit “A”, so long as their Membership has not been withdrawn or terminated pursuant to the provisions of Section 8.10 of this Agreement.

Section 4.02 – New Members.

After two (2) years from formation of the Agency, upon submittal of an application for membership, New Members shall be admitted to the Agency so long as: 1) the New Member is an incorporated city or town located within the jurisdictional boundaries of the County of Sonoma; and 2) the New Member agrees to the terms of this Agreement.

Once an application is accepted by the Board of Directors, this Agreement shall be executed by an authorized representative of the New Member, the attached Exhibit “A” shall be amended to reflect the New Member, and such action by the Board shall not be subject to the requirements of Section 9.02.

Article V: Governance and Internal Organization

Section 5.01 – Board of Directors.

The Agency shall be governed and administered by a Board of Directors (“Board”) which is hereby established and which shall be composed of two voting seats per Founding Member, and one voting seat per New Member. The governing board shall be known as the “Board of Directors of the Renewal Enterprise District.” All voting power shall reside in the Board.

Section 5.02 – Directors and Alternates.

Each Founding Member shall appoint two Directors and one Alternate Director, and each New Member shall appoint one Director and one Alternate Director. The Alternate Director shall serve and assume the rights and duties of the Director when the Director is unable to attend a Board meeting. The Directors and Alternate Directors shall be elected or appointed officials of the Member’s governing body. The Directors and Alternate Directors shall serve at the pleasure of the Member appointing them and they may be removed at any time, with or without cause, in the sole discretion of their Member’s governing body. Each Director and Alternate Director shall hold office until a successor is selected by their Member’s governing body and the Agency has been notified of the succession. In the event that a Director or Alternate Director loses his or her position as an official of the Member’s governing body, that Director position shall become vacant and that Member shall appoint a new Director or Alternate Director.

Section 5.03 – Officers of the Board.

Officers of the Board shall consist of a Chairperson and Vice-Chairperson. The Chairperson shall preside at all meetings of the Board, while the Vice-Chairperson shall perform the duties of the Chairperson in the absence or disability of the Chairperson. The Chairperson and Vice-Chairperson shall exercise and perform such other powers and duties as may be assigned by the Board.

Section 5.04 – Appointment of Officers of the Board.

The Board shall annually elect the Officers of the Board from the Directors. Officers of the Board shall hold office for a term of one year commencing on January 1 of each and every calendar year and they may serve for multiple consecutive terms. Officers of the Board may be removed and replaced at any time, with or without cause by a majority Board vote. In the event that an Officer of the Board loses his or her position, that Officer position shall become vacant and the Board shall elect a new Officer from existing Board members to serve the remaining Officer term.

Section 5.05 – Regular Meeting Schedule.

At its initial meeting, the Board shall establish by ordinance, resolution, bylaws, or other procedure a regular meeting time and place. The Board may vote to change the regular meeting time and place provided that the new location remains at a place within the County of Sonoma.

Section 5.06 – Conduct of Board Meetings.

Meetings of the Board of Directors shall be noticed, held, and conducted in accordance with the provisions of The Brown Act (California Government Code sections 54950, *et seq.*).

Section 5.07 – Quorum.

A quorum of the Board shall consist of a majority of the Directors representing the then current Members, except that less than a quorum may meet from time to time in accordance with law.

Section 5.08 – Voting.

Each Director shall have one vote. A majority vote of the Board is needed for the adoption of any action, except those which require a unanimous vote.

Section 5.09 – Unanimous Voting Requirement.

Items that require a unanimous vote of the Directors of the Board to pass include the following which may be amended from time to time by the Board by a unanimous vote, or are otherwise required by law:

- Financial commitments imposed on Members, whether through the budget approval process or otherwise;
- Amendment to the Agreement;
- Dispute resolution;
- Dissolution.

Article VI: Board Committees

Section 6.01 – Committees of the Board.

The Board of Directors may from time to time establish one or more advisory committees or establish standing or ad hoc committees to assist in carrying out the purposes and objects of the Agency. The Board shall determine the purpose and need for such committees and the necessary qualifications for individuals appointed to them.

Article VII: Operations and Management

Section 7.01 – Executive Director

The Board may appoint an Executive Director, from time-to-time as and when it deems appropriate. The appointed Executive Director may be an employee of one of the Members, in accordance with Sections 7.03 and 8.08. If appointed, the Executive Director shall serve at the pleasure of the Board of Directors and his/her duties and responsibilities shall be set forth by a majority vote of the Board.

Section 7.02 – Legal Counsel and Other Officers.

The Board may appoint General Legal Counsel who shall serve at the pleasure of the Board. Subject to the limits of the Agency's approved budget, the Board shall also have the power to appoint and contract by a vote of the Board for the services of other officers, consultants, advisers and independent contractors as it may deem necessary or convenient for the business of the Agency, all of whom shall serve at the pleasure of the Board. The appointed General Legal Counsel and/or other appointed officers of the Agency may be employees or contractors of one of the Members, in accordance with Sections 7.03 and 8.08. Appointment of a General Legal Counsel from among Member employees or contractors shall be subject to all applicable Rules of Professional Responsibility, and notwithstanding anything to the contrary in this Agreement, each of the Members expressly reserve and do not waive their rights to approve or disapprove of potential conflicts of Agency General Legal Counsel.

Section 7.03 – Employees and Management.

In addition to, or in lieu of, hiring employees, the Agency may engage one or more Members to manage any or all of the business of the Agency on terms and conditions acceptable to the Board of Directors. Any Member so engaged shall have such responsibilities as are set forth in the contract for such Member's services, which shall be approved by a majority vote of the Directors representing the non-contracting Members.

Section 7.04 – Principal Office.

At the initial meeting of the Board, the Board shall establish a principal office for the Agency, which shall be located at a place within the City of Santa Rosa. The Board may change the principal office from time to time as the Board sees fit so long as that principal office remains at a location within the County of Sonoma.

Section 7.05 – Bylaws.

The Board shall adopt Bylaws governing the conduct of meetings and the day-to-day operations of the Agency on or before the first anniversary of the Effective Date of this Agreement.

Section 7.06 – Policies.

The Board shall adopt policies to implement the purpose and intent of this Agreement on or before the first anniversary of the Effective Date of this Agreement.

Section 7.07 – Official Seal and Letterhead.

The Board may adopt, and/or amend, an official seal and letterhead for the Agency by a majority vote of the Directors.

Section 7.08 – Conflict of Interest Code.

At the initial meeting of Board, the Board shall begin the process for adoption and filing of a Conflict of Interest Code pursuant to the provisions of the Political Reform Act of 1974.

Article VIII: Financial Provisions

Section 8.01 – Establishment of Funds.

The Board shall establish and maintain such funds and accounts as may be required by generally accepted public agency accounting practices. The Agency shall maintain strict accountability of all funds and report all receipts and disbursements of the Agency on no less than a quarterly basis.

Section 8.02 – Fiscal Year.

The Fiscal Year of the Agency shall be July 1 to June 30.

Section 8.03 – Treasurer and Annual Audit.

The Sonoma County Auditor-Controller-Treasurer-Tax Collector shall act as the initial Treasurer for the Agency. The Treasurer shall perform all usual and customary duties of their offices for the Agency, including but not limited to receiving all deposits, issuing warrants per direction, and other duties specified in Government Code section 6505.5. The Board may transfer the responsibilities of the Treasurer, by a majority vote of the Board, to any other person or entity as the law may provide at the time (see e.g., Government Code section 6505.5). The Board shall cause an independent annual audit to be made by a certified public accountant, or public accountant, in compliance with Government Code section 6505.

Section 8.04 – Funds; Property; Bonds.

The Board may from time to time designate the officers and persons, in addition to those specified in Section 8.03 above, who shall have charge of, handle, or have access to any funds and/or property of the Agency. Pursuant to California Government Code section 6505.1, each such officer and person shall file a bond in an amount designated by the Board.

Section 8.05 – Budget.

By a date no later than sixty (60) days before the end of each Fiscal Year, the Board shall adopt a budget for the Agency for the ensuing Fiscal Year. The Board may authorize mid-year budget adjustments, as needed.

Section 8.06 – Agency Funding.

All fees, costs and expenses incurred by the Agency may be funded from: (i) voluntary contributions from third parties, such as grants; (ii) advances or loans from the Members or other sources; (iii) bond revenue; (iv) taxes, assessments, fees and/or charges levied by the Agency under the provisions of the Act or otherwise provided by law; (v) contributions from an Infrastructure Financing District or other tax increment generating mechanism; and, (vi) subject to the unanimous vote of the Board, assessments on the Members to carry out the activities of the Agency generally applicable to all Members.

Section 8.07 – Indemnity and Insurance.

8.7.1. Indemnity. Funds of the Agency may be used to defend, indemnify, and hold harmless the Agency, each Member, each Director, and any officers, agents and employees of the Agency for their actions taken within the course and scope of their duties while acting on behalf of the Agency. To the fullest extent permitted by law, the Agency agrees to save, indemnify, defend and hold harmless each Member, each Director, and any officers, agents and employees of the Agency from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees, where the same arise out of, or are attributable in whole or in part to the conduct, activities, operations, acts, and omissions of the Agency.

8.7.2. Insurance. The Agency shall be required to obtain insurance, or join a self-insurance program in which one or more of the Members participate, appropriate for its operations. Any and all insurance coverages provided by the Agency, and/or any self-insurance programs joined by the Agency, shall name each and every Member as an additional insured for all liability arising out of or in connection with the operations by or on behalf of the named insured in the performance of this Agreement. Minimum levels of the insurance or self-insurance program shall be set by the Agency in its ordinary course of business. The Agency shall also require all of its contractors and subcontractors to have insurance appropriate for their operations.

Section 8.08 – Agreements With Member Agencies

The Board may approve agreements with one or more Members that agree to undertake activities to benefit the Agency and further its purposes by a majority vote of the Directors representing the non-contracting Members.

Section 8.09 – Withdrawal of Members.

Any Member shall have the ability to withdraw by providing ninety (90) days written notice of its intention to withdraw. Said notice shall be given to the Board and to each of the other Members.

In the event of a withdrawal, this Agreement shall continue in full force and effect among the remaining members as set forth in Section 8.11 below.

Section 8.10 – Termination of Members.

Participation of a Member may be terminated for material non-compliance with the provisions of this Agreement upon a vote of the Board members as provided in Section 5.08. Prior to any vote to terminate participation with respect to a Member, written notice of the proposed termination and the reason(s) for such termination shall be delivered to the Member whose termination is proposed at least 30 (thirty) days prior to the regular Board meeting at which such matter shall first be discussed as an agenda item. The written notice of the proposed termination shall specify the particular provisions of this Agreement that the Member has allegedly violated. The Member subject to possible termination shall have the opportunity at the next regular Board meeting to respond to any reasons and allegations that may be cited as a basis for its termination prior to a vote regard termination.

Section 8.11 – Continuing Obligations upon Withdrawal or Termination.

Except as provided for in Section 8.09, any withdrawal or termination of a Member, shall not relieve the withdrawing or terminating Member of its financial obligations arising under this Agreement prior to the effective date of the withdrawal or termination, including but not limited to financial obligations or guarantees for loans provided by individual Members, if applicable.

The withdrawal or termination of one or more Members shall not terminate this Agreement or result in the dissolution of the Agency. This Agreement shall remain in full force and effect among the remaining members, following the withdrawal or termination of any Member, and the Agency shall remain in operation provided that there are at least two Members remaining in this Agreement.

Section 8.12 – Dissolution.

The Agency may be dissolved at any time upon the unanimous vote of the Board and approval of the Members' governing boards. However, the Agency shall not be dissolved until all debts and liabilities of the Agency have been eliminated. Upon Dissolution of the Agency, each Member shall receive its proportionate share (in proportion to the contributions made by each Member) of any remaining assets after all Agency liabilities and obligations have been paid in full. The distribution of remaining assets may be made "in kind" or assets may be sold and the proceeds thereof distributed to the Members. This distribution shall occur within a reasonable time after dissolution. No former member which previously withdrew or was terminated shall be entitled to a distribution upon dissolution.

**Section 8.13 – Disposition of Property Upon Termination of Agency or Board
Determination of Surplus.**

Upon termination of this Agreement or upon determination by the Board that any surplus

money is on hand, such surplus money shall be returned to the then Members of the Agency that contributed such monies in proportion to their contributions or such surplus money may be applied to a Board designated reserve account. The Board shall first offer any surplus properties, works, rights and interests of the Agency for sale to the individual Member and the sale shall be based on highest bid. If no such sale is consummated, the Board shall offer the surplus properties, works, rights and interests of the Agency for sale in accordance with applicable law to any governmental agency, private entity or persons for good and adequate consideration.

Article IX: Miscellaneous Provisions

Section 9.01 – Agreement Complete.

The foregoing constitutes the full and complete Agreement of the Members. This Agreement supersedes all prior agreements and understandings, whether in writing or oral, related to the subject matter of this Agreement that are not set forth in writing herein.

Section 9.02 – Amendment.

This Agreement may be amended from time to time by the unanimous consent of the Members, acting through their governing bodies. Such amendments shall be in the form of a writing signed by each Member.

Section 9.03 – Successors and Assigns.

The rights and duties of the Members may not be assigned or delegated without the written consent of all other Members. Any attempt to assign or delegate such rights or duties in contravention of this Agreement shall be null and void. Any assignment or delegation permitted under the terms of this Agreement shall be consistent with the terms of any contracts, resolutions or indentures of the Agency then in effect.

This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Members hereto. This section does not prohibit a Member from entering into an independent agreement with another agency regarding the financing of that Member's contributions to the Agency or the disposition of proceeds, which that Member receives under this Agreement so long as such independent agreement does not affect, or purport to affect, the rights and duties of the Agency or the Members under this Agreement.

Section 9.04 – Dispute Resolution.

In the event there are disputes and/or controversies relating to the interpretation, construction, performance, termination, breach of, withdrawal from, or other issue related to this Agreement, the Members that are party to the dispute (the "Disputing Parties") agree to meet and confer in a good faith attempt to resolve the dispute. On the request of any Disputing Party to meet and confer, the other Disputing Parties agree to provide available dates within 21 days of the meet and confer request. The Disputing Parties may agree to schedule additional meet and confer sessions. If the Disputing Parties are unable to resolve the dispute by meeting and conferring, they shall mediate the dispute. The cost of any such mediation will be borne equally by the Disputing Parties. If the Disputing Parties cannot agree on a mediator, they may select a mediator by alternately striking names from a list of available mediators from JAMS or a similar mediation service provider. The Disputing Parties will provide all other Members written notice of any scheduled mediation and the issues subject to mediation at least 10 business days prior to the

mediation. One representative for each Member not party to the dispute and one Agency staff representative may attend any mediation under this section to represent the Members' and the Agency's interests related to the mediation. The cost of such representatives' attendance shall be borne by the Members and the Agency so represented. The mediator may, in the mediator's sole discretion limit the participation of representatives of Members not party to the dispute and/or any Agency representative in the interest of successfully mediating the dispute. No settlement of a dispute subject to this section will bind the Agency or any Members not party to the dispute except to the extent the settlement is approved by the Agency Board by unanimous vote of the Directors of the non-disputing Members.

Section 9.05 – Execution In Parts Or Counterparts.

This Agreement may be executed in parts or counterparts, each part or counterpart being an exact duplicate of all other parts or counterparts, and all parts or counterparts shall be considered as constituting one complete original and may be attached together when executed by the Members hereto. Facsimile or electronic signatures shall be binding.

Section 9.06 – Member Authorization.

The governing bodies of the Members have each authorized execution of this Agreement, as evidenced by their respective signatures below.

Section 9.07 – No Predetermination or Irretrievable Commitment of Resources.

Nothing herein shall constitute a determination by the Agency or any of Members that any action shall be undertaken or that any unconditional or irretrievable commitment of resources shall be made, until such time as the required compliance with all local, state, or federal laws, including without limitation the California Environmental Quality Act, National Environmental Policy Act, or permit requirements, as applicable, have been completed.

Section 9.08 – Notices.

Notices authorized or required to be given pursuant to this Agreement shall be in writing and shall be deemed to have been given when mailed, postage prepaid, or delivered during working hours to the addresses set forth for each of the Members hereto on Exhibit "A" of this Agreement, or to such other changed addresses communicated to the Agency and the Members in writing.

Section 9.09 – Severability And Validity Of Agreement.

Should the participation of any Member to this Agreement, or any part, term or provision of this Agreement be decided by the courts or the legislature to be illegal, in excess of that Member's Agency, in conflict with any law of the State of California, or otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms or provisions of this Agreement shall not be affected thereby and each Member hereby agrees it would have entered into this Agreement upon the same remaining terms as provided herein.

IN WITNESS WHEREOF, the Members hereto, pursuant to resolutions duly and regularly adopted by their respective Board of Directors or governing board, have caused their names to be affixed by their proper and respective officers as of the day and year first above- written.

SIGNATURE LINES

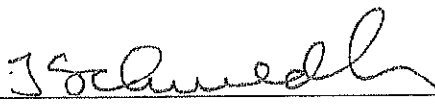
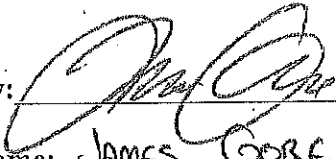
| | |
|--|---|
| CITY OF SANTA ROSA: | COUNTY OF SONOMA: |
| By: <u></u> | By: <u></u> |
| Name: <u>TOM SCHWEDHELM</u> | Name: <u>JAMES GORE</u> |
| Title: <u>MAYOR</u> | Title: <u>CHAIR, BOARD OF SUPERVISORS</u> |
| Date: <u>1.22.19</u> | Date: <u>12/4/18</u> |

EXHIBIT A

RENEWAL ENTERPRISE DISTRICT

MEMBERS

City of Santa Rosa
100 Santa Rosa Ave.
Santa Rosa, CA 95404
Attn: City Manager

County of Sonoma
575 Administration Dr., Ste. 104A
Santa Rosa, CA 95403
Attn: County Administrator