

REDWOOD REGION ECONOMIC
DEVELOPMENT COMMISSION

JOINT EXERCISE OF POWERS AGREEMENT

Effective Date: November 1, 1977

ORIGINAL

JOINT EXERCISE OF POWERS AGREEMENT FOR THE
FORMULATION AND IMPLEMENTATION OF AN
ECONOMIC DEVELOPMENT ACTION PROGRAM

THIS JOINT EXERCISE OF POWERS AGREEMENT, is made and entered into by and between the following Public Agencies within the County of Humboldt, State of California, that is, the COUNTY OF HUMBOLDT, a political subdivision of the State of California, the REDWOODS COMMUNITY COLLEGE DISTRICT, A Community College District, the HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT, A Public Agency, the HUMBOLDT BAY MUNICIPAL WATER DISTRICT, A Municipal Water District, the MCKINLEYVILLE COMMUNITY SERVICES DISTRICT, A Community Services District, the HUMBOLDT COMMUNITY SERVICES DISTRICT, A Community Services District, the CITY OF EUREKA, A Municipal Corporation, the CITY OF ARCATA, A Municipal Corporation, the CITY OF FORTUNA, A Municipal Corporation, the CITY OF BLUE LAKE, A Municipal Corporation, the CITY OF RIO DELL, A Municipal Corporation, the CITY OF TRINIDAD, A Municipal Corporation, and the CITY OF FERNDALE, A Municipal Corporation, who, on or before the 31st day of October, 1977 become signatories hereto. The name of any such Public Agency that does not become signatory hereto on or before October 31, 1977 shall be stricken from the foregoing list of member agencies.

RECITALS: This Agreement is made with reference to the following facts:

(a) Whereas, successful achievement in the formulation and implementation of an Economic Development Action Plan and Strategy requires a united, coordinated, orderly and positive approach to overcome the effects of sparcity of job opportunities, limited areas available for economic growth and development, severely limited local public funds, limited tax

base, and inadequacies of resources, facilities and services; and

(b) Whereas, Congress has enacted a number of laws establishing new and more effective domestic aid programs including the Special Economic Development And Adjustment Assistance Program enacted as Title IX of the Public Works and Economic Development Act of 1965, as amended, but these federal domestic aid programs are legally and administratively complex and impose substantial demands on local leadership and staff resources; and a more areawide coordinated and united organizational structure is needed to make the most effective use of such federal domestic aid programs and particularly to formulate, implement and carry out this area's Title IX Economic Development and Adjustment Program; and

(c) Whereas, the necessity for additional and improved public facilities and services, stimulation of public and private economic development activities, initiation of new and more effective financial assistance procedures and mechanisms as required for further public and private economic development programs and projects, presents problems which cannot be adequately met by individual public agencies in this area; and

(d) Whereas, the Public Agencies signatory hereto have heretofore informally created the REDWOOD REGION ECONOMIC DEVELOPMENT COMMISSION (hereinafter sometimes referred to as the "COMMISSION"); and

(e) Whereas, Title I, Division 7, Chapter 5 (commencing with Section 6500) of the Government Code of the State of California authorizes the joint exercise by agreement of two or more public agencies of any power common to them; and

(f) Whereas, the parties hereto possess in common the power to study, discuss, formulate and recommend policies, action plans, and procedures

for the solution of economic problems of direct concern to the performance of their constitutional and statutory functions, and the power to aid, assist and participate in the administration and implementation of such policies, plans, programs and procedures and expend public funds for these purposes; and

(g) Whereas, the parties hereto recognize that the exigencies of the economic problems in this area and within their respective jurisdictions require that they unify and coordinate their efforts in solving said economic problems by entering into this Agreement to provide for the joint exercise of their said powers in aiding and assisting in the implementation of the area's Title IX Economic Development And Adjustment Program, to formally establish a joint powers organization to aid and assist in the formulation, implementation and execution of this area's Economic Development Action Plan and Strategy pursuant to the aforesaid Special Economic Development And Adjustment Assistance Program enacted by Congress in 1974, and to officially establish the structure of the Board of Directors of said Joint Powers Agency;

NOW, THEREFORE, in consideration of the mutual benefits, covenants and agreements set forth herein, the parties hereto agree as follows:

ARTICLE I - AUTHORITY

SECTION 1.01. LEGAL AUTHORITY. This Joint Exercise of Powers Agreement is made under the authority of Title I, Division 7, Chapter 5 (commencing with Section 6500) of the Government Code of the State of California.

ARTICLE II - DEFINITIONS

SECTION 2.01. GENERAL. Unless the context otherwise requires, the words and terms defined in this **ARTICLE II** shall, for the purposes hereof, have the meanings specified.

SECTION 2.02. ACT. "ACT" means Title I, Division 7, Chapter 5 (commencing with Section 6500) of the Government Code of the State of California.

SECTION 2.03. COMMISSION. "COMMISSION" means the **REDWOOD REGION ECONOMIC DEVELOPMENT COMMISSION** created pursuant to this Agreement.

SECTION 2.04. FISCAL YEAR. "Fiscal Year" means the period from July 1 to and including the following June 30.

SECTION 2.05. BOARD OF DIRECTORS. "BOARD OF DIRECTORS" means the governing board of the **COMMISSION** established pursuant to this Agreement.

SECTION 2.06. STATE. "State" means the State of California.

SECTION 2.07. EDA. "EDA" means the Economic Development Administration, U.S. Department of Commerce.

SECTION 2.08. ADMINISTRATIVE EXPENSE. "Administrative Expense" means those sums of money required to be expended by the **COMMISSION** from an administrative expense fund to be established and maintained by the **COMMISSION** to finance those costs of administering this Agreement and for carrying out the powers and functions authorized in this Agreement which are not payable from the proceeds of either State or Federal grants.

SECTION 2.09. MEMBER. "Member" means a member of the Board of Directors of the **COMMISSION** and includes an alternate member.

ARTICLE III

PURPOSE

SECTION 3.01. PURPOSE. It is the purpose of this Agreement to provide a united, coordinated, orderly, positive and more effective means for aiding and assisting in the formulation, administration, and implementation of an Economic Development Action Plan and Strategy for the general benefit of all the people of Humboldt County, California, with federal financial assistance provided by the Economic Development Administration under Title IX of the Public Works and Economic Development Act of 1965, as amended, by establishing a separate REDWOOD REGION ECONOMIC DEVELOPMENT COMMISSION in the area and by vesting this COMMISSION with power (1) to effectively aid, assist, and coordinate the formulation, administration and implementation of an Economic Development Action Plan and Strategy for Humboldt County, California, in accordance with the purpose and intent of the Special Economic Development and Adjustment Assistance Program enacted by Congress in 1974 as Title IX of the Public Works and Economic Development Act of 1965, as amended; and (2) to establish appropriate operating and advisory committees to assist the COMMISSION in carrying out the foregoing purposes and to assist the COMMISSION in the implementation of economic development projects and programs to improve the quality of life in the area.

ARTICLE IV

FORMATION AND ORGANIZATION

SECTION 4.01. CREATION OF COMMISSION. Pursuant to the ACT, there is hereby created a public entity to be known as the "REDWOOD REGION ECONOMIC DEVELOPMENT COMMISSION", herein called "COMMISSION." The COMMISSION is a public entity, separate and apart from the parties

to this Agreement and said **COMMISSION** shall administer this Agreement.

SECTION 4.02. GOVERNING BOARD. The **COMMISSION** shall be governed by a Board of Directors composed of one member from each public entity that is a party to this Agreement, each serving in an individual capacity as a member of the Board of Directors. Each Public Entity that is a signatory to this Agreement shall appoint, from its respective governing board, one member to serve as a member of the Board of Directors of the **COMMISSION**. Each Public Entity that is a party to this Agreement shall also appoint from its respective governing board, one alternate member of the Board of Directors. The alternate may attend and participate in any meeting of the Board of Directors of the **COMMISSION**. The alternate may vote at any meeting of the Board of Directors of the **COMMISSION** at which the regular member from the alternate's Public Entity is absent. Each member (and alternate member) shall serve at the pleasure of the appointing Public Entity. If a person serving as a member (or alternate) ceases to be a member of the governing board of the Public Entity that appointed such person to serve as a member (or alternate) on the Board of Directors of the **COMMISSION**, such Public Entity shall proceed without undue delay to appoint a new member (or alternate as the case may be).

All voting power of the **COMMISSION** shall reside in the **BOARD OF DIRECTORS**.

A. The members of the **BOARD OF DIRECTORS** that will take office thereon immediately upon the execution of this Agreement by the parties hereto and whose selection and appointment is made and confirmed by the respective governing bodies of the Public Entities signatory to this Agreement are as set forth in **EXHIBIT "A"** attached hereto and incorporated

herein by reference and made a part hereof.

B. A member of the governing board of the Public Entity that appointed such person as a member of the Board of Directors of the COMMISSION may serve simultaneously as a member of the governing board of such appointing Public Entity and as a member of the Board of Directors of the COMMISSION.

C. No person while serving as a member of the BOARD OF DIRECTORS of the COMMISSION shall be eligible to be appointed to any salaried office or employment in the service of the COMMISSION nor shall he become eligible for such appointment within one year after he has ceased to be a member of the BOARD OF DIRECTORS of the COMMISSION.

D. The members of the BOARD OF DIRECTORS of the COMMISSION shall serve without compensation. This shall not affect in any way remuneration received by a local public official who, in addition to his responsibilities as a local public official, serves as a member of the BOARD OF DIRECTORS of the COMMISSION. All members of the BOARD OF DIRECTORS of the COMMISSION may be reimbursed for reasonable and necessary expenses incurred in the performance of their duties as such members. Reimbursement of expenses shall be subject to approval of the BOARD OF DIRECTORS of the COMMISSION.

SECTION 4.03. REGULAR MEETINGS. The BOARD OF DIRECTORS shall provide for its regular meetings; provided, however, that at least one regular meeting shall be held once each month. The date, hour, and place of the holding of regular meetings shall be fixed by resolution of the BOARD OF DIRECTORS, and a copy of such resolution shall be filed with each party hereto.

A. A member entity that fails to be represented at three regular successive meetings shall be deemed to have withdrawn as a party to this Agreement and as a member of the COMMISSION.

SECTION 4.04. RALPH M. BROWN ACT. All meetings of the **BOARD OF DIRECTORS**, including, without limitation, regular, adjourned regular and 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).

SECTION 4.05. MINUTES. The Secretary of the **COMMISSION** shall cause to be kept minutes of the meetings of the **BOARD OF DIRECTORS** and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each member of the **BOARD OF DIRECTORS** and to each Public Entity that is a party to this Agreement.

SECTION 4.06. QUORUM. Ten (10) members of the **BOARD OF DIRECTORS** shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn, from time to time. An affirmative vote of at least nine (9) members of the **BOARD OF DIRECTORS** shall be required to take action on all policy and fiscal matters but a vote of the majority of a quorum at a meeting shall be sufficient for action on procedural matters.

SECTION 4.07. RULES. The **BOARD OF DIRECTORS** of the **COMMISSION** may adopt, from time to time, such by-laws, rules and regulations for the conduct of its meetings and affairs as are necessary for the purposes hereof.

SECTION 4.08. OFFICE. The **BOARD OF DIRECTORS** Of the **COMMISSION** may establish and maintain an office within the area as it deems will best facilitate the accomplishment of the objectives and purposes of the **COMMISSION**.

SECTION 4.09. BOUNDARIES. The COMMISSION shall encompass all of the territory within the geographical boundaries of HUMBOLDT COUNTY, California.

ARTICLE V - OFFICERS AND EMPLOYEES

SECTION 5.01. CHAIRMAN, VICE-CHAIRMAN AND SECRETARY. The BOARD OF DIRECTORS shall elect a Chairman and Vice-Chairman from among its members at its first meeting. Thereafter at its first meeting in each succeeding calendar year, the BOARD OF DIRECTORS shall elect a Chairman and Vice-Chairman. Each officer shall assume the duties of his office upon election. If either the Chairman or the Vice-Chairman ceases to be a member, the resulting vacancy shall be filled at the next regular meeting of the BOARD OF DIRECTORS held after such vacancy occurs. The Chairman shall preside at and conduct all meetings of the Board of Directors.

A. The Board of Directors shall select a Secretary who may, but need not, be a member of the BOARD OF DIRECTORS. The Secretary shall serve at the pleasure of the BOARD OF DIRECTORS and shall perform those duties and functions customary to the office of Secretary of a Public Entity.

B. The Chairman shall sign all contracts on behalf of the COMMISSION and perform such other duties as may be imposed by the BOARD OF DIRECTORS; and

C. The Vice-Chairman shall act, sign contracts, and perform all of the Chairman's duties in the absence of the Chairman.

SECTION 5.02. TREASURER. The Treasurer - Tax Collector of the COUNTY OF HUMBOLDT is hereby designated as the Treasurer of the

COMMISSION and as the depository to have custody of all the money of the COMMISSION from whatever source. The Auditor-Controller of the COUNTY OF HUMBOLDT is hereby designated as the Auditor-Controller of the COMMISSION. The Treasurer-Tax Collector and the Auditor-Controller shall have the duties and obligations set forth in Sections 6505 and 6505.5 of the ACT and shall assure that there shall be strict accountability of all funds and report of all receipts and disbursements of the COMMISSION.

The Board of Supervisors of the COUNTY OF HUMBOLDT shall determine the reasonable charges to be made against the COMMISSION for the services of the Treasurer-Tax Collector and Auditor-Controller, such charges not to exceed the actual cost to the County for such services.

SECTION 5.03. BONDING PERSONS HAVING ACCESS TO PROPERTY.

From time to time, the parties hereto shall designate the public officers or persons, in addition to the Treasurer-Tax Collector and Auditor-Controller, having charge of handling or having access to any property of the COMMISSION, and shall further designate the respective amounts of the official bonds of the Treasurer and Auditor-Controller and such other persons pursuant to Section 6505.1 of the ACT.

SECTION 5.04. LEGAL ADVISOR. The BOARD OF DIRECTORS shall select, appoint, employ and retain the legal advisor of the COMMISSION, who shall perform such duties as may be prescribed by the BOARD OF DIRECTORS.

SECTION 5.05. OTHER EMPLOYEES. The BOARD OF DIRECTORS shall have the power to appoint and employ such other officers, employees, and may contract with consultants and other professional persons or firms as it considers necessary for the purposes hereof.

SECTION 5.06. COMPENSATION. The BOARD OF DIRECTORS shall determine the compensation of, and pay from COMMISSION funds (including payment from funds which the COMMISSION may receive from time to time in the form of federal and state grants) the salaries, wages, fees and other compensation of such planning, engineering, legal, financial, or other technical and professional personnel, consultants, and other employees of the COMMISSION.

SECTION 5.07. NON-CIVIL SERVICE. Nothing herein contained shall be construed as making the COMMISSION a department of any party to this Agreement or as placing any of the officers, counsel, personnel, or employees of the COMMISSION under any form of Civil Service or merit system or under any other form of specially protected employment right or status.

ARTICLE VI - POWERS

SECTION 6.01. GENERAL POWERS. The COMMISSION created by this Agreement shall exercise in the manner hereinafter provided the powers common to each of the entities to this Agreement subject only to the procedural restrictions that the County of Humboldt would have if it were administering this Agreement.

As provided in the ACT, the COMMISSION shall be a public entity separate from the parties hereto. The COMMISSION shall have the power to aid and assist in the formulation, administration and implementation of an Economic Development Action Plan and Strategy for Humboldt County, California, and to further administer, coordinate, promote, carry out and implement the purposes of this Agreement as referred to in Section 3.01 of ARTICLE III hereof.

SECTION 6.02. SPECIFIC POWERS. The COMMISSION is hereby

authorized, in its own name, to do all acts necessary for the exercise of the foregoing powers for the purposes of this Agreement including, but not limited to, any or all of the following:

A. To make and enter into contracts;

B. To employ agents, employees, consultants, and independent contractors;

C. To acquire, hold or dispose of real and personal property, or any interest therein, by deed, purchase, lease, contract, gift, devise, or otherwise.

D. To sue and be sued in its own name, except as otherwise provided by law. The exercise by the COMMISSION of the power to sue or be sued in its own name shall be subject to the restrictions on the exercise of such power applicable to the COUNTY OF HUMBOLDT.

An action to determine the validity of any Contract may be brought pursuant to Chapter 9 (commencing with Section 860) Title 10, Part 2 of the Code of Civil Procedure of the State of California.

E. To incur debts, liabilities or obligations, provided that no debt, liability or obligation shall constitute a debt, liability or obligation of any of the separate public entities that are parties to this Agreement;

F. To apply for, accept, receive and disburse grants, loans and other financial assistance from any agency of the United States of America or of the State of California, or from any other public agency or from other sources, public or private, and expend such funds for the purposes set forth in this Agreement;

G. To invest any money, that is not required for the immediate necessities of the COMMISSION, as the COMMISSION determines is advisable, in the same manner and upon the same conditions as apply to local agencies, pursuant to Section 53601 of the Government Code of the State of California;

H. To carry out and enforce all the provisions of this Agreement;

I. To contract for and obtain insurance against any insurable risk reasonably anticipated to result from the exercise of any powers or functions of the COMMISSION or the performance of any duties by the officers and employees of the COMMISSION;

J. To make, adopt, amend, and repeal its bylaws, rules, ordinances, resolutions, and procedural regulations not inconsistent with, and to carry into effect, the powers granted in and purposes of this Agreement;

K. To perform such duties and functions as may be necessary or appropriate for the coordination of federal or state assisted economic planning and development programs and projects within the geographical boundaries of Humboldt County, California;

L. To do and perform any and all acts necessary to participate in federal or state assisted economic development projects within the jurisdictional boundaries of the COMMISSION, including, without limitation, applying for, accepting and administering grants or other financial assistance from the federal government, the state, or other public agencies, or from any other sources, public or private, for such economic development projects; to use and expend such funds

for any of the purposes as described or referred to in this Agreement; and to enter into and carry out contracts or agreements in connection therewith which are not inconsistent with the purposes and powers of the COMMISSION as set forth in this Agreement; and

M. To aid and assist member entities and other Humboldt County public agencies in the application for economic support of appropriate economic planning and development programs.

N. To adopt a seal and alter it at its pleasure.

SECTION 6.03. CLAIMS. All claims and actions for money or damages against the COMMISSION and its officers and employees are governed by Division 3.6 (commencing with Section 180) of Title I of the Government Code of the State of California. The COMMISSION shall be deemed a "public entity" within the meaning of Division 3.6 of Title I of said Government Code.

SECTION 6.04. INTERESTS IN CONTRACTS. The provisions of Article 4 (commencing with Section 1090), Article 4.5 (commencing with Section 1100), and Article 4.6 (commencing with Section 1120), Chapter 1, Division 4, Title I, and Sections 87100 et seq. of the Government Code of the State of California prohibiting certain financial interests in public contracts and pertaining to conflicts of interest shall apply to the officers, directors, and employees of the COMMISSION.

SECTION 6.05. ENFORCEMENT BY COMMISSION. The COMMISSION is hereby authorized to take any or all legal actions necessary and permitted by law to enforce this Agreement.

ARTICLE VII - RESTRICTIONS ON POWERS

SECTION 7.01. SPECIFIC RESTRICTIONS. The following specific restrictions on the powers and functions of the COMMISSION shall apply and be observed by the COMMISSION:

A. The COMMISSION shall have no taxing powers.

B. The COMMISSION shall not interfere in the internal affairs of a member entity.

C. The COMMISSION shall have no veto power over grant applications submitted to State or Federal Agencies by a member entity.

D. The COMMISSION shall have no authority to incur any general obligation bond indebtedness.

E. The COMMISSION shall not undertake any capital improvement projects except with the approval of each member agency. This does not prevent the COMMISSION from applying for and receiving an implementation grant.

ARTICLE VIII - METHOD OF PROCEDURE

SECTION 8.01. ASSUMPTION OF RESPONSIBILITIES. Upon completion of the initial organization of the COMMISSION and the selection of a Chairman and Vice-Chairman, and the appointment of the Secretary and Legal Advisor, the COMMISSION shall proceed to carry out its duties and responsibilities as set forth in this Agreement, including, primarily, the rendering of aid and assistance in the formulation, administration and implementation of an Economic Development Action Plan And Strategy for Humboldt County, California.

SECTION 8.02. CONSTRUCTION ACTIVITIES. In those cases where each and every member of the COMMISSION has authorized and approved the COMMISSION'S undertaking of any capital improvement project as referred to in sub-paragraph E. of SECTION 7.01 of ARTICLE VII hereinabove, then, and in such event, the following procedure shall be followed with respect to any such construction:

A. FINANCING ACTIVITIES PRECEDING CONSTRUCTION.

The COMMISSION shall secure funds or a firm commitment of funds adequate to finance the activities necessary to be carried out prior to the award of a contract for the construction of any public project, which includes, but is not limited to, the preparation of construction

plans and specifications, and the acquisition of permits, rights-of-ways and land necessary for the construction. The COMMISSION shall secure such funds through federal and state grants, advances from the parties hereto, or any combination thereof.

B. ACTIVITIES PRECEDING CONSTRUCTION. Upon securing funds (or a firm commitment of funds) deemed adequate by the BOARD OF DIRECTORS to finance the cost of the Construction activities referred to in SECTION 8.02 hereinabove, the COMMISSION may proceed to contract with one or more engineering and/or architectural firms for the preparation of construction plans and specifications, to acquire said necessary permits, rights-of-ways and land, and to carry out all other activities which are necessary to be performed prior to the award of a contract for the construction of any public works.

Nothing contained in this Agreement shall be construed as limiting or restricting the timing or procedure to be followed by the COMMISSION in obtaining financing required for implementation of the Economic Development Action Plan and Strategy for Humboldt County, if some other or different procedure or timing is required by any federal or state agency providing financial assistance to the COMMISSION.

C. PROJECT FINANCING. Prior to the preparation of final construction plans and specifications, the COMMISSION shall secure funds (or a firm commitment of funds) adequate to finance the cost of constructing any public project. The COMMISSION shall secure such funds or firm commitment of such funds through federal and state grants and from other available sources. Said funds shall be adequate to finance the entire cost of that portion of the public project for which said plans and specifications have been completed, including, but not limited to, the costs of repaying advances made to the COMMISSION by the parties hereto and for

which repayment was a condition of such advance, the cost of all activities necessarily carried out by the **COMMISSION** prior to the award of a contract for the construction, interest expenses estimated to accrue prior to the completion of construction, and the estimated cost of the Construction and all costs incidental thereto.

D. CONSTRUCTION. Upon securing funds (or a firm commitment of funds) deemed adequate by the **BOARD OF DIRECTORS** to finance the entire cost of constructing any public project, the **COMMISSION** may then proceed to contract with one or more firms for the construction of each such public project.

E. OPERATION AND MAINTENANCE. Upon completion of construction of a public project and final acceptance thereof by the **BOARD OF DIRECTORS**, the **COMMISSION** may operate and maintain said public project, with its own personnel, by contract with one or more of the parties hereto, or by contract with a third party, as determined by the **BOARD OF DIRECTORS**, or transfer the ownership, operation and maintenance to one of the parties hereto as may be most consistent with the powers and jurisdiction of such party. Provided, however, that no such transfer shall be made by the **COMMISSION** in violation of any grant condition or regulation imposed by any federal or state agency that provided financial assistance for said project. However, **COMMISSION** agrees to request approval and consent to make such transfer in those instances where it is deemed to be consistent with the long range purpose and intent of this Agreement and where such transfer would be in the best public interest.

ARTICLE IX - FINANCIAL PROVISIONS

SECTION 9.01. FISCAL YEAR. The fiscal year of the **COMMISSION** shall be from July 1 of each year to and including June 30 of the following year.

SECTION 9.02. CONTRIBUTIONS. The parties hereto shall each contribute to the **COMMISSION** the sum set forth opposite their respective names as shown in **EXHIBIT "B"** attached hereto and made a part hereof, on or before October 1, 1977. Any financial contributions other than set forth above shall be made only upon official action by the governing board of such party hereto as may desire to make any further or additional contribution to the **COMMISSION**.

The expenditure of funds contributed to the **COMMISSION** by the parties hereto shall be used only for ordinary administrative and operating expenses of the **COMMISSION** and for payment of fees and costs incurred or to be incurred by the **COMMISSION** in connection with the preparation, filing and processing of one or more applications for federal financial assistance required for the implementation of the Economic Development Action Plan And Strategy as referred to hereinabove in this Agreement.

SECTION 9.03. ADVANCES. In addition to the financial contributions required to be made by each party hereto as set forth in **SECTION 9.02** above, each of the parties to this Agreement may advance to the **COMMISSION** money in such sums as may be mutually agreed upon by such party and the **BOARD OF DIRECTORS** of the **COMMISSION**. An amount equal to all advances made by each party, plus interest thereon at a rate to be mutually agreed upon by the **COMMISSION** and the party making such advance, shall be repaid by the **COMMISSION** in cash, at the termination of this Agreement, from the proceeds of federal or state grants or from other funds then available to the **COMMISSION**. Provided, however, that repayment of such advances may also be made by the **COMMISSION** at such other time or times as the **COMMISSION** and the party making such

advance shall mutually agree at the time such advance is made.

SECTION 9.04. ANNUAL BUDGET.

A. The **BOARD OF DIRECTORS** of the **COMMISSION** shall, on or before March 1 of each year, prepare and submit to each party hereto a budget estimate of the expenses of conducting the **COMMISSION** for the ensuing year.

B. The budget estimate shall be in such form as the **BOARD OF DIRECTORS** may prescribe using the guidelines of the California State Controller. The budget estimate shall contain a summary of the fiscal policy of the **COMMISSION** for the budget year and shall include data showing the relation between the total proposed expenditures and the total anticipated income or other means of financing the budget for the ensuing year, contrasted with the corresponding data for the current year. The budget may be published with the County budget. The budget estimate may include an unappropriated balance item to be available for appropriation in the ensuing fiscal year to meet contingencies other than contingencies resulting from temporary insufficiencies in the revenues of the **COMMISSION**.

C. After submission of the budget estimate, the **BOARD OF DIRECTORS** shall fix a time and a place for hearing by the **BOARD OF DIRECTORS** thereon. The **BOARD OF DIRECTORS** shall cause notice of such hearing to be published at least ten (10) days prior to the date set for hearing in a newspaper of general circulation in the area pursuant to Sections 6060 and 6061 of the Government Code of the State of California, and shall give mailed notice of such hearing to each party to this Agreement.

At the budget hearing the **BOARD OF DIRECTORS** may increase or decrease any item in the budget estimate and may delete any item there-

from or add any new item thereto.

Upon the conclusion of the budget hearing and not later than May 1 of each year the **BOARD OF DIRECTORS** shall approve the budget estimate as submitted to the parties hereto or as revised by the **BOARD OF DIRECTORS**, and thereupon the same shall constitute the final budget for the ensuing fiscal year.

The several items of the final budget shall be deemed appropriated for the ensuing fiscal year in the amounts and for the purposes specified in the final budget.

SECTION 9.05. RECORDS AND ACCOUNTS. The **COMMISSION** shall cause to be kept accurate and correct books of account, showing in detail the costs of administration, bond interest, bond redemption, operation and maintenance, and all financial transactions of the **COMMISSION**. Said books of account shall be open to inspection at all times by any representative of any of the parties hereto, or by any accountant or other person authorized by any party hereto to inspect said books of account. The Auditor-Controller shall, in accordance with Section 6505 of the ACT, cause the books of account and other financial records of the **COMMISSION** to be audited annually.

ARTICLE X - TERMINATION

SECTION 10.01. TERM. This Agreement shall be effective on the 1st day of November, 1977, and shall continue until rescinded or terminated by agreement of at least three-fourths (3/4) of the parties hereto.

SECTION 10.02. DISPOSITION OF ASSETS. On the termination of this Agreement, surplus money of the **COMMISSION** shall be allocated first to

repayment of all un-repaid advances (including interest thereon) made pursuant to SECTION 9.03 hereof in the same proportion that the total of all un-repaid advances (including interest thereon) paid by each party bears to the total of such un-repaid advances (including interest thereon) paid by all parties hereto, and, after all such advances (together with interest thereon) have been fully repaid, the balance of all surplus money shall be returned to the respective parties hereto in the same proportions that the total of all contributions paid by each party pursuant to SECTION 9.02 hereof during the term of this Agreement bears to the total of such contributions paid by all the parties hereto. On the termination of this Agreement, all property of the COMMISSION, both real and personal, shall be divided among the parties hereto in such manner as shall be agreed upon by the parties hereto and, until such division is agreed upon shall be held in trust by COUNTY for all the parties hereto.

ARTICLE XI - MISCELLANEOUS PROVISIONS

SECTION 11.01. NOTICES. Notices hereunder shall be sufficient if delivered to: The Chief Administrative Officer of each party hereto or to such other person and address as a party hereto may request in writing to the COMMISSION from time to time. Notice to the COMMISSION shall be sufficient if delivered to the Office of the Secretary of the COMMISSION.

SECTION 11.02. AMENDMENT OF AGREEMENT. This Agreement may be amended only by an agreement approved by all of the then participating

public entities. Approval of the BOARD OF DIRECTORS of the COMMISSION shall not be required for amendment of this Agreement.

SECTION 11.03. PARTIAL INVALIDITY. If any one or more of the terms, provisions, sections, promises, covenants, or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever, by a court of competent jurisdiction, each and all of the remaining terms, provisions, 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 11.04. HEADINGS. The section headings in this Agreement are for convenience only and are not to be construed as modifying or governing the language in the section referred to.

SECTION 11.05. CONSENT. Whenever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

SECTION 11.06. WITHDRAWAL OF MEMBER. Any party hereto may withdraw as a party to this Agreement at any time upon the giving to the COMMISSION ninety (90) days prior written notice of its intent to withdraw.

SECTION 11.07. NOTICE TO SECRETARY OF STATE. The Special Counsel for the County of Humboldt and this COMMISSION shall be responsible for preparing and filing the Notice to the Secretary of State of this Joint Exercise of Powers Agreement, pursuant to the provisions of Section 6503.5 of the Government Code of the State of California.

SECTION 11.08. LAW GOVERNING. This Agreement is made in the

State of California under the constitution and laws of such State and is to be so construed.

SECTION 11.09. SUCCESSORS. This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties.

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

ATTEST:

Donald R. Michael
Clerk of the Board
of Supervisors

COUNTY OF HUMBOLDT

By Pat Dansey
Chairman of the Board of
Supervisors

ATTEST:

Leslie M. Westfall

REDWOODS COMMUNITY
COLLEGE DISTRICT

By [Signature]

ATTEST:

William J. St. John

HUMBOLDT BAY HARBOR, RECREATION
AND CONSERVATION DISTRICT

By Robert E. Davenport

ATTEST:

[Signature]

HUMBOLDT BAY MUNICIPAL
WATER DISTRICT

By John B. Baunick

MCKINLEYVILLE COMMUNITY SERVICES DISTRICT

By: Frank Ramsey

ATTEST:

Wilma F. Cook

HUMBOLDT COMMUNITY SERVICES DISTRICT

By: Robert J. Brown

ATTEST:

Mary G. Dunn

CITY OF EUREKA

By: Paul Decco
Mayor

ATTEST:

Patricia A. Banducci
City Clerk

CITY OF ARCATA

By: Alexandra Fairless
Mayor

ATTEST:

Diane Brandt, Deputy
City Clerk

CITY OF FORTUNA

By: Ray Stewart
Mayor

ATTEST:

John Boerger
City Clerk

CITY OF BLUE LAKE

By: William A. Scott
Mayor - Pro Tem.

ATTEST:

Travis Taylor
City Clerk

CITY OF RIO DELL

ATTEST:

By Ralph A. Roberts
Mayor

Shirley A. Hizer
City Clerk

CITY OF TRINIDAD

ATTEST:

By Geo E. Collins
Mayor

Robin G. Ziegler
City Clerk

CITY OF FERNDALE

ATTEST:

By Stan D. Dip
Mayor

Donald R. Locum
City Clerk

WILLOW CREEK COMMUNITY SERVICES DISTRICT

ATTEST:

By Ernie J. May
President

Marc J. Rowley
Secretary

MANILA COMMUNITY SERVICES DISTRICT

ATTEST:

By Bob Wolf
President

Pauline Rose
Secretary

AMENDMENT NO. I

TO

JOINT EXERCISE OF POWERS AGREEMENT

THIS AMENDMENT NO. I TO JOINT EXERCISE OF POWERS AGREEMENT, is made and entered into by and between the following Public Agencies within the County of Humboldt, State of California, that is, the COUNTY OF HUMBOLDT, a political subdivision of the State of California, the REDWOODS COMMUNITY COLLEGE DISTRICT, A Community College District, the HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT, A Public Agency, the HUMBOLDT BAY MUNICIPAL WATER DISTRICT, A Municipal Water District, the MCKINLEYVILLE COMMUNITY SERVICES DISTRICT, A Community Services District, the HUMBOLDT COMMUNITY SERVICES DISTRICT, A Community Services District, the CITY OF EUREKA, A Municipal Corporation, the CITY OF ARCATA, A Municipal Corporation, the CITY OF FORTUNA, A Municipal Corporation, the CITY OF BLUE LAKE, A Municipal Corporation, the CITY OF RIO DELL, A Municipal Corporation, the CITY OF TRINIDAD, A Municipal Corporation, and the CITY OF FERNDALE, A Municipal Corporation.

IT IS MUTUALLY AGREED, AS FOLLOWS:

1. That WILLOW CREEK COMMUNITY SERVICES DISTRICT, A Community Services District within the County of Humboldt be admitted as a party to that certain Joint Exercise of Powers Agreement For The Formulation And Implementation of An Economic Development Action Program, dated November 1, 1977, on the following conditions:

(a) That the governing board of said Willow Creek

Community Services District approve, by Resolution, and agree to be bound by all of the terms and provisions of the aforesaid Joint Exercise of Powers Agreement and authorize its Chairman (or President) and Secretary to execute said Joint Exercise of Powers Agreement within thirty (30) days after this Amendment No. I has been signed by all of the parties hereto.

(b) That the Chairman (or President) and Secretary of the Willow Creek Community Services District actually sign the original of said Joint Exercise of Powers Agreement within thirty (30) days after this Amendment No. I has been signed by all of the parties hereto.

(c) That simultaneously with the signing of said Joint Exercise of Powers Agreement by its duly authorized representatives, the Willow Creek Community Services District pay to the Redwood Region Economic Development Commission the sum of \$250.00 as and for its initial contribution to said COMMISSION.

(d) That in its Resolution approving and agreeing to be bound by all of the terms, provisions and conditions of the aforesaid Joint Exercise of Powers Agreement, the governing board of the Willow Creek Community Services District designate one person to serve as a Member of the Board of Directors of the COMMISSION and one person to serve as an Alternate Member thereof.

2. That this Amendment No. I be of no force or effect unless (i) all thirteen public entities currently constituting the participating parties to the aforesaid Joint Exercise of Powers Agreement dated November 1, 1977, approve and execute this

Amendment No. I on or before June 1, 1978, and (ii) the Willow Creek Community Services District complies with conditions (a), (b), (c) and (d) of paragraph 1. hereinabove within the time limits therein set forth.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed.

DATED: April 4, 1978

COUNTY OF HUMBOLDT

ATTEST:

By *Ernest C. Rasmussen*
Chairman of the Board of Supervisors

DONALD R. MICHAEL
Clerk of the Board of Supervisors

(SEAL)

BY *John F. [unclear]*
Deputy

DATED: May 17, 1978

REDWOODS COMMUNITY COLLEGE DISTRICT

ATTEST:

By *[Signature]*
President

Louise S. Ingraham
Secretary

(SEAL)

DATED: May 24, 1978

ATTEST:

William [Signature]
Secretary

HUMBOLDT BAY HARBOR, RECREATION
AND CONSERVATION DISTRICT

by James C. Hunt
Chairman

(SEAL)

DATED: March 10, 1978

ATTEST:

Ernest [Signature]
Secretary

HUMBOLDT BAY MUNICIPAL WATER
DISTRICT

By John G. Bannard
President

(SEAL)

DATED: 4/10/78

ATTEST:

William F. Cook
Secretary

McKINLEYVILLE COMMUNITY
SERVICES DISTRICT

By Dean H. Ranney
President

(SEAL)

DATED: 5/15/78

HUMBOLDT COMMUNITY SERVICES DISTRICT

ATTEST:

Mary J. Owen
Secretary

By [Signature]
President

(SEAL)

DATED: May 30, 1978

CITY OF EUREKA

ATTEST:

Patricia A. Bonducci
City Clerk
By: Charlyne V. Miller
Deputy City Clerk

By [Signature]
Mayor
(SEAL)

DATED 5/15/78

CITY OF ARCATA

ATTEST:

[Signature]
City Clerk

By [Signature]
Mayor

(SEAL)

DATED: April 11, 1978

ATTEST:

John Baiger
City Clerk

CITY OF FORTUNA

By [Signature]
Mayor
(SEAL)

DATED: 4/10/78

ATTEST:

Mary Taylor
City Clerk

CITY OF BLUE LAKE

By Katherine Stokes Ward
Mayor
(SEAL)

DATED: April 11, 1978

ATTEST:

Shirley Howard
City Clerk

CITY OF RIO DELL

By [Signature]
Mayor
(SEAL)

DATED: 4/10/78

ATTEST:
Robin J. Ziegler
City Clerk

CITY OF TRINIDAD

BY [Signature]
Mayor

(SEAL)

DATED: 4/11/78

ATTEST:
Ronald R. Slocum
City Clerk

CITY OF FERNDALE

BY [Signature]
Mayor

AMENDMENT NO. II

TO

JOINT EXERCISE OF POWERS AGREEMENT

THIS AMENDMENT NO. II TO JOINT EXERCISE OF POWERS AGREEMENT, is made and entered into by and between the following Public Agencies within the County of Humboldt, State of California, that is, the COUNTY OF HUMBOLDT, a political subdivision of the State of California; the REDWOODS COMMUNITY COLLEGE DISTRICT, a Community College District; the HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT, a Public Agency; the HUMBOLDT BAY MUNICIPAL WATER DISTRICT, a Municipal Water District; the MCKINLEYVILLE COMMUNITY SERVICES DISTRICT, a Community Services District, the HUMBOLDT COMMUNITY SERVICES DISTRICT, a Community Services District; the CITY OF EUREKA, a Municipal Corporation; the CITY OF ARCATA, a Municipal Corporation; the CITY OF FORTUNA, a Municipal Corporation; the CITY OF BLUE LAKE, a Municipal Corporation; the CITY OF RIO DELL, a Municipal Corporation; the CITY OF TRINIDAD, a Municipal Corporation; the CITY OF FERNDALE, a Municipal Corporation; and the WILLOW CREEK COMMUNITY SERVICES DISTRICT, a Community Services District.

IT IS MUTUALLY AGREED, AS FOLLOWS:

1. That Section 4.06. QUORUM, of the Joint Exercise of Powers Agreement shall be amended to read: "A majority of the eligible members of the Board of Directors shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn, from time to time. Approval of substantive issues, such as policy and fiscal matters, shall require an affirmative vote of at least a majority of the eligible members,

except that an affirmative vote of a majority of a quorum shall be sufficient for action on procedural matters".

2. That this Amendment No. II, be of no force or effect, unless all public entities currently constituting the participating parties to the aforesaid Joint Exercise of Powers Agreement dated November 1, 1977 and as amended by Amendment No. I, approve and execute this Amendment No. II, on or before April 1, 1979.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attest by their proper officers thereunto duly authorized and their official seals to be hereto affixed.

DATED: _____

AMENDMENT NO. III

TO

JOINT EXERCISE OF POWERS AGREEMENT

THIS AMENDMENT NO. III TO JOINT EXERCISE OF POWERS AGREEMENT, is made and entered into by and between the following Public Agencies within the County of Humboldt, State of California, that is, the COUNTY OF HUMBOLDT, a political subdivision of the State of California; the REDWOODS COMMUNITY COLLEGE DISTRICT, a Community College District; the HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT, a Public Agency; the HUMBOLDT BAY MUNICIPAL WATER DISTRICT, a Municipal Water District; the MCKINLEYVILLE COMMUNITY SERVICES DISTRICT, a Community Services District; the HUMBOLDT COMMUNITY SERVICES DISTRICT, a Community Services District; the CITY OF EUREKA, a Municipal Corporation; the CITY OF ARCATA, a Municipal Corporation; the CITY OF FORTUNA, a Municipal Corporation; the CITY OF BLUE LAKE, a Municipal Corporation; the CITY OF RIO DELL, a Municipal Corporation; the CITY OF TRINIDAD, a Municipal Corporation; the CITY OF FERNDALE, a Municipal Corporation; and WILLOW CREEK COMMUNITY SERVICES DISTRICT, a Community Services District.

IT IS MUTUALLY AGREED, AS FOLLOWS:

1. That MANILA COMMUNITY SERVICES DISTRICT, a Community Services District within the County of Humboldt, be admitted as a party to that certain Joint Exercise of Powers Agreement for the Formulation and Implementation of An Economic Development Action Program, dated November 1, 1977, on the following conditions:

(a) That the governing board of said MANILA COMMUNITY SERVICES DISTRICT approve, by Resolution, and agree to be bound by all of the terms and provisions of the aforesaid Joint Exercise of Powers Agreement and authorize its Chairman (or President) and Secretary to execute said Joint Exercise of Powers Agreement within thirty (30) days after this Amendment No. III has been signed by all of the parties hereto.

(b) That the Chairman (or President) and Secretary of the MANILA COMMUNITY SERVICES DISTRICT actually sign the original of said Joint Exercise of Powers Agreement within thirty (30) days after this Amendment No. III has been signed by all of the parties hereto.

(c) That in its Resolution approving and agreeing to be bound by all of the terms, provisions and conditions of the aforesaid Joint Exercise of Powers Agreement, the governing board of the MANILA COMMUNITY SERVICES DISTRICT designate one person to serve as a Member of the Board of Directors of the COMMISSION and one person to serve as an Alternate Member thereof.

2. That this Amendment No. III be of no force or effect unless (i) all fourteen public entities currently constituting the participating parties to the aforesaid Joint Exercise of Powers Agreement dated November 1, 1977, approve and execute this Amendment No. III on or before September 22, 1980; and (ii) the MANILA COMMUNITY SERVICES DISTRICT complies with conditions (a), (b) and (c) of Paragraph 1, hereinabove, within the time limits therein set forth.

REDWOOD REGION ECONOMIC DEVELOPMENT COMMISSION

307 FOURTH STREET-SUITE "A"

EUREKA, CALIFORNIA 95501

PHONE (707) 445-9651

BILL ADAMS
EXECUTIVE DIRECTOR

THEAETTA GOODWIN
LOAN OFFICER

July 30, 1980

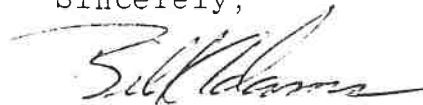
~~(THIS LETTER WRITTEN TO EACH MAYOR, CHAIRMAN, ETC. OF
EACH ENTITY - with cc to RREDC Member of each entity)~~

The Redwood Region Economic Development Commission voted to accept the request from the Manila Community Services District to become a member. This action was taken by unanimous vote of 15 members present at the official Commission meeting, held on July 28, 1980.

In order for Manila to become a member of RREDC, all participating public entities of the Joint Powers Agreement must approve the attached amendment to said agreement. It is therefore requested that you place this matter on the agenda of your next meeting and upon approval, have the designated official sign and seal the attached amendment and return it to our office.

Thank you in advance for your timely attention to this proposal. With warm regards, I remain,

Sincerely,



Bill Adams
Executive Director

BA/tg
Attachment

cc: RREDC Members

MEMBER AGENCIES OF THE REDWOOD REGION ECONOMIC DEVELOPMENT COMMISSION

CITY OF ARCATA CITY OF BLUE LAKE CITY OF EUREKA CITY OF FERNDALE CITY OF FORTUNA CITY OF RIO DELL CITY OF TRINIDAD
COUNTY OF HUMBOLDT HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT HUMBOLDT BAY MUNICIPAL WATER DISTRICT
HUMBOLDT COMMUNITY SERVICES DISTRICT MCKINLEYVILLE COMMUNITY SERVICES DISTRICT REDWOOD COMMUNITY COLLEGE DISTRICT

RREDC AUG 8 1980

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed.

DATED: August 4, 1980

ATTEST:

Mary C. Jorgensen
City Clerk

CITY OF FERNDALE

By Alan R. O.
Mayor

(SEAL)

RREDC AUG 8 1980

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed.

DATED: 8/5/80

ATTEST:

Robin G. Ziegler
City Clerk

CITY OF TRINIDAD

By Geo E. Collins
Mayor

(SEAL)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed.

DATED: August 8, 1980

ATTEST:

By Kenneth W. Frayer
City Clerk

CITY OF ARCATA

By [Signature]
Mayor

(SEAL)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed.

DATED: 8/12/80

ATTEST:

Mary Taylor
City Clerk

CITY OF BLUE LAKE

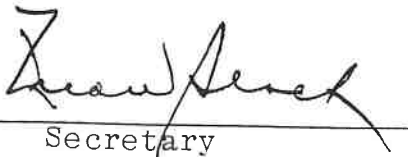
By Sam M. Wright
Mayor

(SEAL)

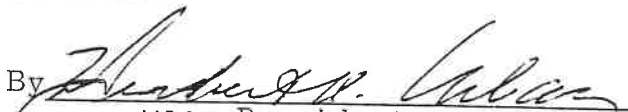
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed.

DATED: AUGUST 14, 1980

ATTEST:


Secretary

HUMBOLDT BAY MUNICIPAL WATER DISTRICT

By 
VICE-President



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed.

DATED: 8/18/80

ATTEST:

WILLOW CREEK COMMUNITY
SERVICES DISTRICT

Marej Rowley
Secretary

By Lizanne J. May
President

(SEAL)

AMENDMENT NO. IV
TO
JOINT EXERCISE OF POWERS AGREEMENT

THIS AMENDMENT NO. IV TO JOINT EXERCISE OF POWERS AGREEMENT, is made and entered into by and between the following Public Agencies within the County of Humboldt, State of California, that is, the COUNTY OF HUMBOLDT, a political subdivision of the State of California; the REDWOODS COMMUNITY COLLEGE DISTRICT, a Community College District; the HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT, a Public Agency; the HUMBOLDT BAY MUNICIPAL WATER DISTRICT, a Municipal Water District; the MCKINLEYVILLE COMMUNITY SERVICES DISTRICT, a Community Services District; the HUMBOLDT COMMUNITY SERVICES DISTRICT, a Community Services District; the CITY OF EUREKA, a Municipal Corporation; the CITY OF ARCATA, a Municipal Corporation; the CITY OF FORTUNA, a Municipal Corporation; the CITY OF BLUE LAKE, a Municipal Corporation; the CITY OF RIO DELL, a Municipal Corporation; the CITY OF TRINIDAD, A Municipal Corporation; the CITY OF FERNDALE, a Municipal Corporation; WILLOW CREEK COMMUNITY SERVICES DISTRICT, a Community Services District; and MANILA COMMUNITY SERVICES DISTRICT, a Community Services District.

IT IS MUTUALLY AGREED, AS FOLLOWS:

1. That ORICK COMMUNITY SERVICES DISTRICT, a Community Services District within the County of Humboldt, be admitted as a party to that certain Joint Exercise of Powers Agreement for the Formulation and Implementation of An Economic Development Action Program, dated November 1, 1977, on the following conditions:

(a) That the governing board of said ORICK COMMUNITY SERVICES DISTRICT approve, by Resolution, and agree to be bound by all of the terms and provisions of the aforesaid Joint Exercise of Powers Agreement and authorize its Chairman (or President) and Secretary to execute said Joint Exercise of Powers Agreement within thirty (3) days after this Amendment No. IV has been signed by all of the parties hereto.

(b) That the Chairman (or President) and Secretary of the ORICK COMMUNITY SERVICES DISTRICT actually sign the original of said Joint Exercise of Powers Agreement within thirty (30) days after this Amendment No. IV has been signed by all of the parties hereto.

(c) That in its Resolution approving and agreeing to be bound by all of the terms, provisions and conditions of the aforesaid Joint Exercise of Powers Agreement, the governing board of the ORICK COMMUNITY SERVICES DISTRICT designate one person to serve as a Member of the Board of Directors of the COMMISSION and one person to serve as an Alternate Member thereof.

2. That this Amendment No. IV be of no force or effect unless (i) all fifteen public entities currently constituting the participating parties to the aforesaid Joint Exercise of Powers Agreement dated November 1, 1977, approve and execute this Amendment No. IV on or before November 24, 1980; and (ii) the ORICK COMMUNITY SERVICES DISTRICT complies with the conditions (a), (b) and (c) of Paragraph 1, hereinabove, within the time limits therein set forth.

AMENDMENT NO. IV

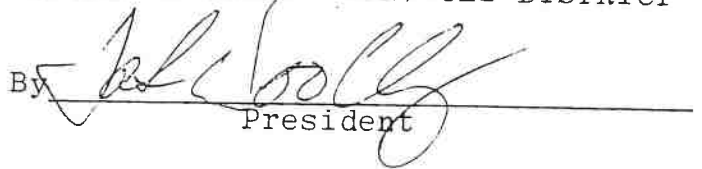
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed.

DATED October 9, 1980

ATTEST:


Secretary

MANILA COMMUNITY SERVICES DISTRICT

By 
President

(SEAL)

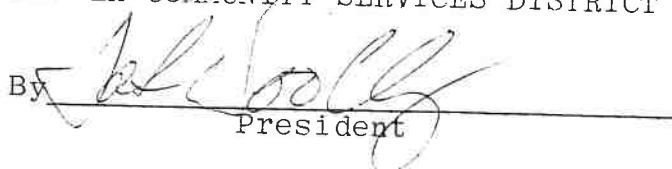
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed.

DATED: October 9, 1980

ATTEST:


Secretary

MANILA COMMUNITY SERVICES DISTRICT

By 
President

(SEAL)

AMENDMENT NO. IV:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed.

DATED: October 6, 1920

ATTEST:

John Bauger
City Clerk

CITY OF FORTUNA

By Ray E. H. H. H.
Mayor

(SEAL)

AMENDMENT NO. IV:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed.

DATED: 11-24-80

ATTEST:

Kenneth W. Frazer
City Clerk

CITY OF ARCATA
By [Signature]
Mayor

(SEAL)

AMENDMENT NO. IV:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed.

DATED: October 6, 1980

ATTEST:

CITY OF FERNDALE

Mary C. Jorgensen
City Clerk

By Stan R. Wipon
Mayor

(SEAL)

AMENDMENT NO. IV:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed.

DATED: 10-9-80

ATTEST:

Chest Edlin
Secretary

HUMBOLDT COMMUNITY SERVICES DISTRICT

By *Aldo Bongio*
President

(SEAL)

AMENDMENT NO. IV

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed.

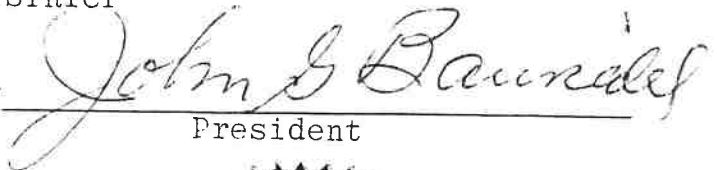
DATED: OCTOBER 9, 1980

ATTEST:



Secretary

HUMBOLDT BAY MUNICIPAL WATER DISTRICT

By 
President



AMENDMENT NO. IV

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed.

DATED: October 9, 1980

ATTEST:

McKINLEYVILLE COMMUNITY SERVICES
DISTRICT

Wilbert F. Ciske
Secretary

By James A. Ramsey
Chairman

(SEAL)

AMENDMENT NO. IV

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed.

DATED: 10-9-80

ATTEST:

Shirley A. Hizer
City Clerk

CITY OF RIO DELL

By Eddie R. Hogg
Mayor

(SEAL)

AMENDMENT NO. IV

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed.

DATED: 10/7/80

ATTEST:

CITY OF TRINIDAD

Robin J. Ziegler
City Clerk

By Geo E Collins
Mayor

(SEAL)

AMENDMENT NO. IV

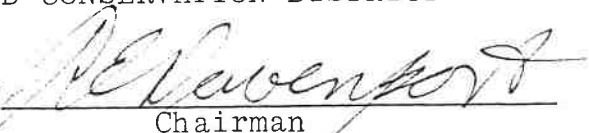
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed.

DATED: October 10, 1980

ATTEST:

HUMBOLDT BAY HARBOR, RECREATION
AND CONSERVATION DISTRICT


Secretary

By 
Chairman

(SEAL)

AMENDMENT NO. V
TO
JOINT EXERCISE OF POWERS AGREEMENT

THIS AMENDMENT NO. V TO JOINT EXERCISE OF POWERS AGREEMENT, is made and entered into by and between the following Public Agencies within the County of Humboldt, State of California, that is, the COUNTY OF HUMBOLDT, a political subdivision of the State of California; the REDWOODS COMMUNITY COLLEGE DISTRICT, a Community College District; the HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT, a Public Agency; the HUMBOLDT BAY MUNICIPAL WATER DISTRICT, a Municipal Water District; the MCKINLEYVILLE COMMUNITY SERVICES DISTRICT, a Community Services District; the HUMBOLDT COMMUNITY SERVICES DISTRICT, a Community Services District; the CITY OF EUREKA, a Municipal Corporation; the CITY OF ARCATA, a Municipal Corporation; the CITY OF FORTUNA, a Municipal Corporation; the CITY OF BLUE LAKE, a Municipal Corporation; the CITY OF RIO DELL, a Municipal Corporation; the CITY OF TRINIDAD, a Municipal Corporation; the CITY OF FERNDALE, a Municipal Corporation; WILLOW CREEK COMMUNITY SERVICES DISTRICT, a Community Services District; MANILA COMMUNITY SERVICES DISTRICT, a Community Services District; and ORICK COMMUNITY SERVICES DISTRICT, a Community Services District.

IT IS MUTUALLY AGREED, AS FOLLOWS:

1. That REDWAY COMMUNITY SERVICES DISTRICT, a Community Services District within the County of Humboldt, be admitted as a party to that certain Joint Exercise of Powers Agreement for the Formulation and Implementation of An Economic Development Action Program, dated November 1, 1977, on the following conditions:

(a) That the governing board of said REDWAY COMMUNITY SERVICES DISTRICT approve, by Resolution, and agree to be bound by all of the terms and provisions of the aforesaid Joint Exercise of Powers Agreement and authorize its Chairman (or President) and Secretary to execute said Joint Exercise of Powers Agreement within thirty (30) days after this Amendment No. V has been signed by all of the parties hereto.

(b) That the Chairman (or President) and Secretary of the REDWAY COMMUNITY SERVICES DISTRICT actually sign the original of said Joint Exercise of Powers Agreement within thirty (30) days after this Amendment No. V has been signed by all of the parties hereto.

(c) That in its Resolution approving and agreeing to be bound by all of the terms, provisions and conditions of the aforesaid Joint Exercise of Powers Agreement, the governing board of the REDWAY COMMUNITY SERVICES DISTRICT designate one person to serve as a Member of the Board of Directors of the COMMISSION and one person to serve as an Alternate Member thereof.

2. That this Amendment No. V be of no force or effect unless (i) all sixteen public entities currently constituting the participating parties to the aforesaid Joint Exercise of Powers Agreement dated November 1, 1977, approve and execute this Amendment No. V on, or before, March 23, 1981, and (ii) the REDWAY COMMUNITY SERVICES DISTRICT complies with the conditions (a), (b) and (c) of Paragraph 1, hereinabove, within the time limits therein set forth.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed.

DATED: March 12, 1981

ATTEST:

[Handwritten Signature]
Secretary

MANILA COMMUNITY SERVICES DISTRICT
By *[Handwritten Signature]*
President

(SEAL)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed.

DATED: March 20, 1981

ATTEST:

Shirley Higer
City Clerk

CITY OF RIO DELL

By *Eddie R. Hogg*
Mayor

(SEAL)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed.

DATED: 3/19/81

ATTEST:

Maryl Rowley
Secretary

WILLOW CREEK COMMUNITY SERVICES
DISTRICT

By Jed Joreson
President

(SEAL)

COMMISSIONERS

1st Division
R. E. Davenport
2nd Division
M. Coombs
3rd Division
J. A. Gast
4th Division
H. N. Christensen
5th Division
A. L. Sparks

HUMBOLDT BAY
HARBOR, RECREATION, AND CONSERVATION
DISTRICT
(707) 443-0801
P. O. Box 134
Eureka, California 95501



RREDC MAR 23 1981

March 20, 1981

Bill Adams, Executive Director
Redwood Region Economic Development Commission
307 Fourth Street-Suite A
Eureka, CA 95501

Dear Mr. Adams:

At the regular meeting of 12 March, the Board of Commissioners of the Humboldt Bay Harbor, Recreation, and Conservation District approved Amendment # V to the Redwood Region Economic Development Commission's Joint Powers Agreement.

Yours very truly,

A handwritten signature in cursive script that reads "Jack B. Alderson".

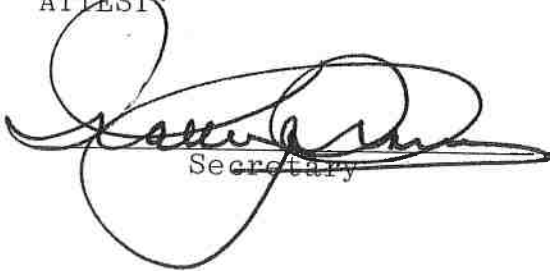
JACK B. ALDERSON
Chief Executive Officer

JBA/jlc

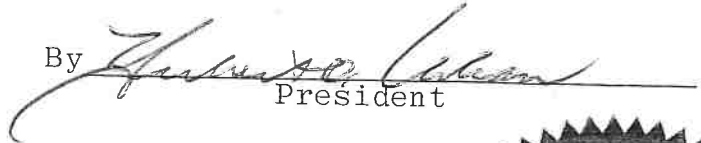
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed.

DATED: MARCH 12, 1981

ATTEST:


Secretary

HUMBOLDT BAY MUNICIPAL WATER
DISTRICT

By 
President

(SEAL)



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed.

DATED: 3-12-81

ATTEST:

Christie Edlin
Secretary

HUMBOLDT COMMUNITY SERVICES DISTRICT

By Aldo Borquis
President

(SEAL)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed.

DATED: March 11, 1981

ATTEST:

Phelma Hufford
Secretary

ORICK COMMUNITY SERVICES DISTRICT

By Joseph Hufford
President

(SEAL)

(OCSD no seal)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed.

DATED: 3/10/81

ATTEST:

Robin J. Ziegler
City Clerk

CITY OF TRINIDAD

By Geo E. Collins
Mayor

(SEAL)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed.

DATED: March 10, 1981

ATTEST:

DONALD R. MICHAEL

County Clerk

By Doris L. Smith
Deputy

COUNTY OF HUMBOLDT

By [Signature]

Chairman of the Board of
Supervisors

(SEAL)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed.

DATED: March 10, 1981

ATTEST:

CITY OF BLUE LAKE

By

Mayor

Mary Taylor
City Clerk

Steve M. Wright
Mayor

(SEAL)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed.

DATED: March 4, 1981

ATTEST:

CITY OF EUREKA

Patricia A. Banducci
City Clerk

By Joe Moore
Mayor

(SEAL)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed.

DATED: March 4, 1981

ATTEST:

Kenneth W. Frasier
City Clerk

CITY OF ARCATA

By *[Signature]*
Mayor

(SEAL)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed.

DATED: March 2, 1981

ATTEST:

Mary C. Jorgensen
City Clerk

CITY OF FERNDALE

By Alan R. Dixon
Mayor

(SEAL)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed.

DATED: 3/3/51

ATTEST:

Polina Seaman
Secretary

REDWOODS COMMUNITY COLLEGE DISTRICT

By *William*
President

(SEAL)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed.

DATED: March 2, 1981

ATTEST:

John Boerger
City Clerk

CITY OF FORTUNA

By Ray E. [Signature]
Mayor

(SEAL)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed.

DATED: February 26, 1981

ATTEST:

Walter F. Cooke
Secretary

McKINLEYVILLE COMMUNITY SERVICES
DISTRICT

By Frank A. Ramsey
Chairman

(SEAL)

CITY OF FORTUNA

March 4, 1981

RREDC MAR 5 1981

Redwood Region Economic Development Commission
Mr. Bill Adams, Executive Director
307 Fourth Street Suite A
Eureka, California 95501

Dear Mr. Adams:

Enclosed please find the executed copy of the amendment to the RREDC agreement to include Redway Community Services District as a member. Our City Council approved and authorized execution at our regular council meeting held March 2, 1981.

Very truly yours,

CITY OF FORTUNA



Jo Ann Boerger
City Clerk

Enclosure



COUNTY CLERK

COUNTY OF HUMBOLDT

EUREKA, CALIFORNIA 95501

PHONE (707) 445-7455

RREDC MAR 16 1981

March 13, 1981

Mr. Bill Adams
Executive Director
Redwood Region
Economic Development Commission
307 Fourth Street
Suite "A"
Eureka, CA 95501

Dear Mr. Adams:

Enclosed is a certified copy of an order of the Board of Supervisors dated March 10, 1981 approving request for the Redway Community Services District to become a member of RREDC and authorizing the Chairman to execute the Joint Exercise of Powers Agreement.

Also enclosed is the executed and sealed Joint of Exercise Powers Agreement as requested.

Sincerely,

DONALD R. MICHAEL
County Clerk

By Doris L. Smith
Deputy

Enclosure -

BOARD OF SUPERVISOR COUNTY OF HUMBOLDT, STATE OF CALIFORNIA

Certified copy of portion of proceedings, Meeting of March 10, 1981

REDWOOD REGION ECONOMIC DEVELOPMENT COMMISSION:
LETTER & DOCUMENT CONCERNING BOARD'S APPROVAL
FOR THE REDWAY COMMUNITY SERVICES DISTRICT TO
BECOME A MEMBER OF RREDC & EXECUTE THE JOINT
EXERCISE OF POWERS AGREEMENT; APPROVED REQUEST
& AUTHORIZED CHAIRMAN TO EXECUTE

As requested by the Executive Director of the Redwood Region Economic Development Commission, by letter dated February 24, 1981, concerning getting Board's approval for the Redway Community Services District to become a member of RREDC and execute the Joint Exercise of Powers Agreement, this Board of Supervisors hereby approves said request, authorizes Chairman to sign Amendment No. V to Joint Exercise of Powers Agreement, and directs Clerk of the Board to return executed and sealed Amendment to: Redwood Region Economic Development Commission, 307 Fourth Street, Suite A, Eureka, California, 95501.

Adopted on motion by Supervisor Renner, seconded by Supervisor Hedlund and the following vote:

AYES: Supervisors-- Renner, Pritchard, Chesbro, Walsh, Hedlund
NOES: Supervisors-- None
ABSENT: Supervisors-- None
ABSTAIN: Supervisors-- None

STATE OF CALIFORNIA) ss
County of Humboldt)

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

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

DONALD R. MICHAEL March 12, 1981

County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Humboldt, State of California

By Marilyn Salazar
Deputy Clerk

The within instrument is a full, true and correct copy of the original on file in this office.

(36)

ATTEST:

DONALD R. MICHAEL
County Clerk and ex-officio Clerk of the Board of Supervisors of the State of California in and for the County of Humboldt.

By Devin L. Smith
Deputy Clerk

REDWOOD REGION ECONOMIC DEVELOPMENT COMMISSION

307 FOURTH STREET-SUITE "A"

EUREKA, CALIFORNIA 95501

PHONE (707) 445-9651

BILL ADAMS
EXECUTIVE DIRECTOR

THEAETTA GOODWIN
LOAN OFFICER

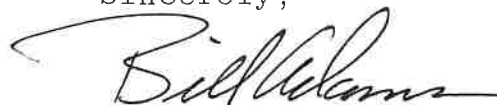
February 24, 1981

The Redwood Region Economic Development Commission voted to accept the request from the Redway Community Services District to become a member. This action was taken by unanimous vote of those in attendance at the official Commission meeting held on February 23, 1981.

In order for Redway to become a member of RREDC, all participating public entities of the Joint Powers Agreement must approve the attached amendment to said agreement. It is therefore requested that you place this matter on the agenda of your next meeting and upon approval, have the designated official sign and seal the attached amendment and return it to our office. If possible, we would appreciate receiving the amendment by the date of the next Commission meeting, which is March 23, 1981.

We appreciate your help and timely attention on this amendment.

Sincerely,



Bill Adams
Executive Director

BA/tg
Attachment

cc: RREDC Members

Manila CSD MEMBER AGENCIES OF THE REDWOOD REGION ECONOMIC DEVELOPMENT COMMISSION Orick CSD

CITY OF ARCATA ■ CITY OF BLUE LAKE ■ CITY OF EUREKA ■ CITY OF FERNDALE ■ CITY OF FORTUNA ■ CITY OF RIO DELL ■ CITY OF TRINIDAD
COUNTY OF HUMBOLDT ■ HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT ■ HUMBOLDT BAY MUNICIPAL WATER DISTRICT
HUMBOLDT COMMUNITY SERVICES DISTRICT ■ MCKINLEYVILLE COMMUNITY SERVICES DISTRICT ■ REDWOOD COMMUNITY COLLEGE DISTRICT
WILLOW CREEK COMMUNITY SERVICES DISTRICT



REDWAY COMMUNITY SERVICES DISTRICT

P. O. BOX 588
REDWAY, CALIFORNIA 95560

TELEPHONE (707) 923-3101

April 10, 1981

RREDC APR 13 1981

RESOLUTION: # 81-8

Redway Community Services District

May it be resolved and adopted by Resolution from the Board of Directors of Redway Community Services District that they approve and agree to be bound by all the terms and provisions of the Joint Exercise of Powers of Agreement for the Redwood Region Economic Development Commission. That They authorize their chairman and board secretary to execute said Joint Exercise of Powers of Agreement within thirty (30) days after this Amendment # V has been signed by all of the parties involved.

That the Governing Board of Redway Community Services District designate one person to serve as a member of the Board of Directors of the Commission and one person to serve as an alternate member thereof, of Redwood Regional Economic Development Commission.

REPRESENTATIVE: Mary Anne Reese

ALTERNATE REPRESENTATIVE: Bobbie Primrose

Chairman, Redway Community Services District

Mary Anne Reese, Mary Anne Reese

Board Secretary, Redway Community Services District

Nancy Jurrens, Nancy Jurrens

Date: April 10, 1981

SEAL:

AMENDMENT NO. VI
TO
JOINT EXERCISE OF POWERS AGREEMENT

THIS AMENDMENT NO. VI TO JOINT EXERCISE OF POWERS AGREEMENT, is made and entered into by and between the following Public Agencies within the County of Humboldt, State of California, that is, the COUNTY OF HUMBOLDT, a political subdivision of the State of California; the REDWOODS COMMUNITY COLLEGE DISTRICT, a Community College District; the HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT, a Public Agency; the HUMBOLDT BAY MUNICIPAL WATER DISTRICT, a Municipal Water District; the MCKINLEYVILLE COMMUNITY SERVICES DISTRICT, a Community Services District; the HUMBOLDT COMMUNITY SERVICES DISTRICT, a Community Services District; the CITY OF EUREKA, a Municipal Corporation; the CITY OF ARCATA, a Municipal Corporation; the CITY OF FORTUNA, a Municipal Corporation; the CITY OF BLUE LAKE, a Municipal Corporation; the CITY OF RIO DELL, a Municipal Corporation; the CITY OF TRINIDAD, a Municipal Corporation; the CITY OF FERNDALE, a Municipal Corporation; WILLOW CREEK COMMUNITY SERVICES DISTRICT, a Community Services District; MANILA COMMUNITY SERVICES DISTRICT, a Community Services District; ORICK COMMUNITY SERVICES DISTRICT, a Community Services District; and the REDWAY COMMUNITY SERVICES DISTRICT: a Community Services District:

IT IS MUTUALLY AGREED, AS FOLLOWS:

I. That the HOOPA VALLEY BUSINESS COUNCIL, governing body of the Hoopa Valley Tribe, within the County of Humboldt, be admitted as a party to that certain Joint Exercise of Powers Agreement for the Formulation and Implementation of An Economic Development Action Program, dated November 1, 1977, on the following conditions.

(a) That the governing board of said HOOPA VALLEY BUSINESS COUNCIL approve, by Resolution, and agree to be bound by all of the terms and provisions of the aforesaid Joint Exercise of Powers Agreement and authorize its Chairman (or President) and Secretary to execute said Joint Exercise of Powers Agreement within thirty (30) days after this Amendment No. VI had been signed by all of the parties hereto.

(b) That the Chairman (or President) and Secretary of the HOOPA VALLEY BUSINESS COUNCIL actually sign the original of said Joint Exercise of Powers Agreement within thirty (30) days after this Amendment No. VI has been signed by all of the parties hereto.

(c) That in its Resolution approving and agreeing to be bound by all of the terms, provisions and conditions of the aforesaid Joint Exercise of Powers Agreement, the governing board of the HOOPA VALLEY BUSINESS COUNCIL designate one person to serve as a Member of the Board of Directors of the COMMISSION and one person to serve as an Alternate Member thereof.

2. That this Amendment No. VI be of no force or effect unless (i) all seventeen public entities currently constituting the participating parties to the aforesaid Joint Exercise of Powers Agreement dated November 1, 1977, approve and execute this Amendment No. VI on, or before, August 1, 1983, and (ii) The HOOPA VALLEY BUSINESS COUNCIL complies with the conditions (a), (b) and (c) of Paragraph 1, hereinabove, within the time limits therein set forth.

REDWOOD REGION ECONOMIC DEVELOPMENT COMMISSION

1213 FIFTH STREET

EUREKA, CALIFORNIA 95501

PHONE (707) 445-9651

THEAETTA GOODWIN
EXECUTIVE DIRECTOR

September 15, 1983

Mrs. Elsie G. Ricklefs
Hoopa Valley Business Council
P. O. Box 1348
Hoopa, California 95546

Dear Mrs. Ricklefs:


Enclosed, is an original and one copy of a Resolution prepared by our legal counsel, for the purpose of accomplishing Hoopa's entry into the Redwood Region Economic Development Commission.

After your organization has had an opportunity to review the Resolution and find it in order, please have the necessary signatures of the representatives of the tribe, with your seal, affixed where noted. Please enter the names of your designated Member and Alternate, also, where noted and return to our office.

Enclosed for your file, is copy of the Amendment No. VI, which has been signed by all member entities of RREDC. The necessary signatures are needed on page 3, along with your seal. Please send me a copy of page 3, only, as a copy will go in our Joint Powers Agreement.

If you have any questions regarding the enclosed, please do not hesitate to call me.

Very truly yours,


Theaetta Goodwin
Executive Director

Enclosures

MEMBER AGENCIES OF THE REDWOOD REGION ECONOMIC DEVELOPMENT COMMISSION

CITY OF ARCATA ■ CITY OF BLUE LAKE ■ CITY OF EUREKA ■ CITY OF FERNDALE ■ CITY OF FORTUNA ■ CITY OF RIO DELL ■ CITY OF TRINIDAD
COUNTY OF HUMBOLDT ■ HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT ■ HUMBOLDT BAY MUNICIPAL WATER DISTRICT
HUMBOLDT COMMUNITY SERVICES DISTRICT ■ MANILA COMMUNITY SERVICES DISTRICT ■ MCKINLEYVILLE COMMUNITY SERVICES DISTRICT
ORICK COMMUNITY SERVICES DISTRICT ■ REDWOOD COMMUNITY COLLEGE DISTRICT ■ REDWAY COMMUNITY SERVICES DISTRICT
WILLOW CREEK COMMUNITY SERVICES DISTRICT ■

RRDC AUG 31 1983

RESOLUTION OF THE HOOPA VALLEY TRIBE OF _____, 1983

WHEREAS, the Council Members of the HOOPA VALLEY TRIBE desire to enter into and become a party to the Joint Exercise of Powers Agreement of November 1, 1977, which agreement created the REDWOOD REGION ECONOMIC DEVELOPMENT COMMISSION, in order to participate in economic development activities of the REDWOOD REGION ECONOMIC DEVELOPMENT COMMISSION.

WHEREFORE, BE IT RESOLVED, that the HOOPA VALLEY BUSINESS COUNCIL hereby elects that the HOOPA VALLEY TRIBE shall become a party to the Joint Exercise of Powers Agreement of November 1, 1977, and hereby agrees to be bound by all of the terms and provisions thereof, a copy of which is attached hereto.

IT IS RESOLVED, FURTHER, that the Chairman and Secretary of the HOOPA VALLEY BUSINESS COUNCIL are authorized to exercise said Joint Exercise of Powers Agreement on behalf of the HOOPA VALLEY TRIBE.

RESOLVED, FURTHER, that _____ is hereby designated to serve as a member of the Board of Directors of the REDWOOD REGION ECONOMIC DEVELOPMENT

COMMISSION, and _____ is hereby designated
as an alternate member of said Board.

DATED: _____, 1983.

HOOPA VALLEY TRIBE

BY _____

BY _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized and their official seals to be hereto affixed.

DATED: 5 July 1983

ATTEST:
John M. Lane
JOHN M. LANE
CITY CLERK
CITY OF RIO DELL

CITY OF RIO DELL

By [Signature]
(Mayor)

(SEAL)

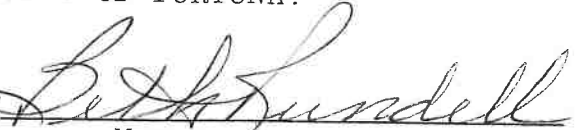


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized and their official seals to be hereto affixed.

DATED: July 6, 1983

ATTEST: 
City Clerk

CITY OF FORTUNA:

By 
Mayor

(SEAL)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized and their official seals to be hereto affixed.

DATED: July 5, 1983

ATTEST:

Mary C. Jorgensen

CITY OF FERNDALE:

By Charles Boff
(Mayor)

(SEAL)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized and their official seals to be hereto affixed.

DATED: July 19, 1983

ATTEST:

Patricia Banducci
City Clerk

BY Barbara McLee
Deputy

CITY OF EUREKA

By [Signature]
(Mayor)


(SEAL)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized and their official seals to be hereto affixed.

DATED: July 6, 1983

ATTEST:


City Clerk

CITY OF ARCATA:
By 

Mayor

(SEAL)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized and their official seals to be hereto affixed.

DATED: 7/12/83

ATTEST:

Karen Nessler
City Clerk

CITY OF BLUE LAKE

By Jon S. Forsyth
Mayor

(SEAL)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized and their official seals to be hereto affixed.

DATED: 2/18/83

ATTEST:
Marcy Rowley

WILLOW CREEK COMMUNITY
SERVICES DISTRICT:

By Fred W. Schlueter
(Chairman)

(SEAL)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized and their official seals to be hereto affixed.

DATED: 7/21/83

COLLEGE OF THE REDWOODS

ATTEST:

Nancy L. Hauser

By [Signature]
(Chairman)
~~xxxxxx~~
President

(SEAL)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized and their official seals to be hereto affixed.

DATED: 7-15-83

HUMBOLDT BAY MUNICIPAL
WATER DISTRICT:

ATTEST:



By *George A. Cochran*
(President)

(SEAL)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized and their official seals to be hereto affixed.

DATED: July 14, 1983

ATTEST:

Wilmot F. Cooke
Secretary

MCKINLEYVILLE COMMUNITY SERVICES
DISTRICT
By Edward E. Estes
President

(SEAL)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized and their official seals to be hereto affixed.

DATED: July 12, 1983

ATTEST:

ROBERT E. HANLEY

BY Doris L. Smith
Deputy

COUNTY OF HUMBOLDT

BY Ervin C. Renner
ERVIN C. RENNER, Chairman
Board of Supervisors

(SEAL)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized and their official seals to be hereto affixed.

DATED: July 13, 1983

ATTEST:

Merilee Partch
City Clerk

CITY OF TRINIDAD:

By 
(Mayor)

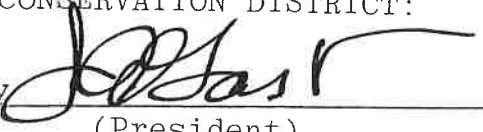
(SEAL)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized and their official seals to be hereto affixed.

DATED: 12-15-83

ATTEST: 

HUMBOLDT BAY HARBOR RECREATION
& CONSERVATION DISTRICT:

By 
(President)

(SEAL)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized and their official seals to be hereto affixed.

DATED: 7-13-83

ATTEST:

Judy Colombo
Secretary

HUMBOLDT COMMUNITY SERVICES
DISTRICT:

By Aldo Bongioi
(Chairman) President

(SEAL)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized and their official seals to be hereto affixed.

DATED: 7/14/83

ATTEST:

Jacqueline Lightner
Secretary

MANILA COMMUNITY SERVICES DISTRICT

By John Kelly
President

(SEAL)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized and their official seals to be hereto affixed.

DATED: July 11, 1983

REDWAY COMMUNITY SERVICES
DISTRICT:

ATTEST:

Nancy Jursens

By MaryAnn Reese
(Chairman)

(SEAL)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized and their official seals to be hereto affixed.

DATED: July 14, 1983

ORICK COMMUNITY SERVICES DISTRICT

ATTEST:

By Joseph L. Huffard
President

(SEAL)

AMENDMENT NO. VII

TO

JOINT EXERCISE OF POWERS AGREEMENT

THIS AMENDMENT NO. VII TO JOINT EXERCISE OF POWERS AGREEMENT, is made and entered into by and between the following Public Agencies within the County of Humboldt, State of California; that is, the COUNTY OF HUMBOLDT, a Political Subdivision of the State of California; the REDWOODS COMMUNITY COLLEGE DISTRICT, a Community College District; the HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT, a Public Agency; the HUMBOLDT BAY MUNICIPAL WATER DISTRICT, a Municipal Water District; the MCKINLEYVILLE COMMUNITY SERVICES DISTRICT, a Community Services District; the HUMBOLDT COMMUNITY SERVICES DISTRICT, a Community Services District; the CITY OF EUREKA, a Municipal Corporation; the CITY OF ARCATA, a Municipal Corporation; the CITY OF FORTUNA, a Municipal Corporation; the CITY OF BLUE LAKE, a Municipal Corporation; the CITY OF RIO DELL, a Municipal Corporation; the CITY OF TRINIDAD, a Municipal Corporation; the CITY OF FERNDALE, a Municipal Corporation; WILLOW CREEK COMMUNITY SERVICES DISTRICT, a Community Services District; MANILA COMMUNITY SERVICES DISTRICT, a Community Services District; ORICK COMMUNITY SERVICES DISTRICT, a Community Services District; REDWAY COMMUNITY SERVICES DISTRICT, a Community Services District; and the HOOPA VALLEY TRIBE; a Tribal Organization.

IT IS MUTUALLY AGREED, AS FOLLOWS:

1. That the ORLEANS COMMUNITY SERVICES DISTRICT, a Community Services District within the County of Humboldt, be admitted as a party to that certain Joint Exercise of Powers Agreement for the Formulation and Implementation of an Economic Development Action Program, dated November 1, 1977, on the following conditions:

(a) That the governing board of said ORLEANS COMMUNITY SERVICES DISTRICT approve, by Resolution, and agree to be bound by all of the terms and provisions of the aforesaid Joint Exercise of Powers Agreement and authorize its Chairman (or President) and Secretary, to execute said Joint Exercise of Powers Agreement within thirty (30)days after this Amendment VII has been signed by all of the parties hereto.

(b) That the Chairman (or President) and Secretary of the ORLEANS COMMUNITY SERVICES DISTRICT actually sign the original of said Joint Exercise of Powers Agreement within thirty (30)days after this Amendment No. VII has been signed by all of the parties hereto.

(c) That in its Resolution approving and agreeing to be bound by all of the terms, provisions and conditions of the aforesaid Joint Exercise of Powers Agreement, the governing board of the ORLEANS COMMUNITY SERVICES DISTRICT designate one person to serve as a Member of the Board of Directors of the COMMISSION and one person to serve as an Alternate Member thereof.

2. That this Amendment No. VII be of no force or effect unless (i) all eighteen public entities currently constituting the participating parties to the aforesaid Joint Exercise of Powers Agreement dated November 1, 1977, approve and execute this Amendment No. VII on, or before, December 30, 1983; and (ii) the ORLEANS COMMUNITY SERVICES DISTRICT complies with the conditions (a), (b) and (c) of Paragraph 1, hereinabove, within the time limits therein set forth.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed.

DATED: _____

ATTEST:

By _____

(SEAL)

REDWOOD REGION ECONOMIC DEVELOPMENT COMMISSION

1213 FIFTH STREET

EUREKA, CALIFORNIA 95501

PHONE (707) 445-9651

THEAETTA GOODWIN
EXECUTIVE DIRECTOR

November 3, 1983

Mr. Thomas P. Jordan, President
Orleans Community Services District
P. O. Box 303
Orleans, California 95556

Dear Mr. Jordan:

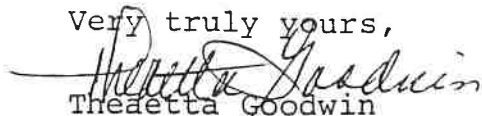
Thank you for your letter of October 27, 1983, requesting membership in the Redwood Region Economic Development Commission by the Orleans Community Services District.

In order for Orleans to become a member of the RREDC, approval must be obtained from all participating entities of the Joint Powers Agreement. A copy of your letter is being mailed to all member entities and the request will be placed on the Agenda of the Commission for the next regularly scheduled meeting, which is November 28, 1983. After a vote of approval, an Amendment to the Joint Powers will be distributed to each member entity, at which time it goes before each entity for approval and signature. This procedure will take approximately 30 days. Once this is accomplished, OCSA will add its name to the Agreement and become an official member, by selecting a Commission Member and Alternate.

Please call me at any time, if you have any questions regarding the above procedure.

We are very pleased with your interest and look forward in having the Orleans Community Services District on the Commission.

Very truly yours,


Theaetta Goodwin
Executive Director

cc: Executive Committee

MEMBER AGENCIES OF THE REDWOOD REGION ECONOMIC DEVELOPMENT COMMISSION

CITY OF ARCATA CITY OF BLUE LAKE CITY OF EUREKA CITY OF FERNDALE CITY OF FORTUNA CITY OF RIO DELL CITY OF TRINIDAD
COUNTY OF HUMBOLDT HUMBOLDT BAY HARBOR RECREATION AND CONSERVATION DISTRICT HUMBOLDT BAY MUNICIPAL WATER DISTRICT
HUMBOLDT COMMUNITY SERVICES DISTRICT MANILA COMMUNITY SERVICES DISTRICT MCKINLEYVILLE COMMUNITY SERVICES DISTRICT
ORICK COMMUNITY SERVICES DISTRICT REDWOOD COMMUNITY COLLEGE DISTRICT REDWAY COMMUNITY SERVICES DISTRICT
WILLOW CREEK COMMUNITY SERVICES DISTRICT

RREDC OCT 31 1983

Orleans Community Services District
Box 303
Orleans, California, 95556

October 27, 1983

Redwood Region Economic Development Commission
1213 Fifth Street
Eureka, California, 95501

Theaetta Goodwin, Executive Director


Dear Theaetta:

At a recent meeting of the Orleans Community Services District, it was voted on and passed, to apply for membership in the Redwood Region Economic Development Commission.

Mr. Phil McCulley, will serve as delegate, and the undersigned will be the alternate.

Please consider this as our application for membership. If there are any papers to be prepared, please send them to the above address.

Sincerely



Thomas P. Jordan
President

cc: Full Commission 11/23/83
Exec. Committee-11/3/83

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed.


DATED: December 7, 1983

CITY OF ARCATA:

ATTEST:



RORY ROBINSON
CITY CLERK

By: 

(Mayor)
SAM PENNISI, MAYOR
CITY OF ARCATA

(SEAL)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed.

DEC 6 1983

DATED: _____

COUNTY OF HUMBOLDT;

ATTEST:

ROBERT E. HANLEY

Clerk of the Board

By *Doris J. Smith*
Deputy

By *Erwin C. Russell*
(Chairman)

(SEAL)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed.

DATED: December 6, 1983

CITY OF FORTUNA:

ATTEST:

[Signature]

By *[Signature]*
(Mayor)

(SEAL)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed.

DATED: December 5, 1983

CITY OF FERNDALE:

ATTEST:

Mary C. Jorgensen

By Charles R. Goff
(Mayor)

(SEAL)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed.

DATED: 11-30-83

ATTEST:

Judy Colombo
Judy Colombo, Secretary
Humboldt Community Services

By Aldo Bongio
Aldo Bongio, President
Humboldt Community Services

(SEAL)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed.

DATED: 12/9/83

MANILA COMMUNITY SERVICES DIST:

ATTEST:

Jacqueline Kaitner
Board Secretary

By *[Signature]*
(Chairman)

(SEAL)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed.

DATED: 18 January 1984

ATTEST:

John M Lane
JOHN M. LANE
CITY CLERK

BY John M Lane
CITY MANAGER
JOHN M. LANE

(SEAL)

attest
John M Lane

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed.

DATED: 1-19-84

ATTEST:

Marion G. Wallace

REDWAY COMMUNITY SERVICES DISTRICT

By M. H. [Signature]

VICE CHAIRMAN

(SEAL)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed.

DATED: 1-16-84

COLLEGE OF THE REDWOODS:

ATTEST:

Archie M. Forson

By 
(Chairman)

(SEAL)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed.

DATED: 12/20/83

WILLOW CREEK COMMUNITY
SERVICES DISTRICT:

ATTEST:

Marg. Rowley

BY Fred W. Schuster
(Chairman)

(SEAL)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed.

DATED: December 20, 1983

CITY OF EUREKA:

ATTEST: Robert Stockwell
City Clerk

Naomi Nelson
Deputy City Clerk

By [Signature]
(Mayor)

(SEAL)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed.

DATED: 12-15-83

HUMBOLDT BAY HARBOR RECREATION &
CONSERVATION DISTRICT:

ATTEST:



By 
(President)

(SEAL)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed.

DATED: Dec. 14, 1983

ORICK COMMUNITY SERVICES DIST:

ATTEST:

Thelma Hufford
Secretary OCS

By Joseph Hufford
(President)

(SEAL)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed.

DATED: December 19, 1983

MCKINLEYVILLE COMMUNITY
SERVICES DISTRICT:

ATTEST:

Wilbur F. Cook

By Edward E. Ceto
(President)

(SEAL)

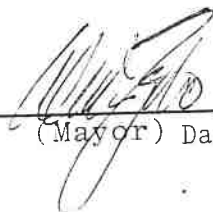
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed.

DATED: DECEMBER 14, 1983

CITY OF TRINIDAD:

ATTEST:

Merilea Partch
Merilea Partch, City Clerk

By 
(Mayor) Dave Zebo

(SEAL)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed.

DATED: 12/13/83

CITY OF BLUE LAKE:

ATTEST:

Karen Nessler

By Bobbi Ricca
(Mayor)

(SEAL)

AMENDMENT NO. VIII

JOINT EXERCISE OF POWERS AGREEMENT

THIS AMENDMENT NO. VIII TO JOINT EXERCISE OF POWERS AGREEMENT, is made and entered into by and between the following Public Agencies within the County of Humboldt, State of California, that is, the COUNTY OF HUMBOLDT, a political subdivision of the State of California; the REDWOODS COMMUNITY COLLEGE DISTRICT, a Community College District; the HUMBOLDT BAY HARBOR, RECREATION, AND CONSERVATION DISTRICT, a Public Agency; the HUMBOLDT BAY MUNICIPAL WATER DISTRICT, a Municipal Water District; the MCKINLEYVILLE COMMUNITY SERVICES DISTRICT, a Community Services District; the HUMBOLDT COMMUNITY SERVICES DISTRICT, a Community Services District; the CITY OF EUREKA, a Municipal Corporation; the CITY OF ARCATA, a Municipal Corporation; the CITY OF FORTUNA, a Municipal Corporation; the CITY OF BLUE LAKE, a Municipal Corporation; the CITY OF RIO DELL, a Municipal Corporation; the CITY OF TRINIDAD, a Municipal Corporation; the CITY OF FERNDALE, a Municipal Corporation; WILLOW CREEK COMMUNITY SERVICES DISTRICT, a Community Services District; MANILA COMMUNITY SERVICES DISTRICT, a Community Services District; ORICK COMMUNITY SERVICES DISTRICT, a Community Services District; HOOPA VALLEY TRIBE, a Tribal Organization; and ORLEANS COMMUNITY SERVICES DISTRICT, a Community Services District.

IT IS MUTUALLY AGREED, AS FOLLOWS:

1. That REDWAY COMMUNITY SERVICES DISTRICT, a Community Services District within the County of Humboldt, be admitted as a party to that certain Joint Exercise of Powers Agreement for the Formulation and Implementation of An Economic Development Action Program, dated November 1, 1977, on the following conditions:

(a) That the governing board of said REDWAY COMMUNITY SERVICES DISTRICT approve, by Resolution, and agree to be bound by all of the terms and provisions of the aforesaid Joint Exercise of Powers Agreement and authorize its Chairman (or President) and Secretary to execute said Joint Exercise of Powers Agreement within thirty (30) days after this Amendment No. VIII has been signed by all of the parties hereto.

(b) That Chairman (or President) and Secretary of the REDWAY COMMUNITY SERVICES DISTRICT actually sign the original of said Joint Exercise of Powers Agreement within thirty (30) days after this Amendment No. VIII has been signed by all of the parties hereto.

(c) That in its Resolution approving and agreeing to be bound by all of the terms, provisions and conditions of the aforesaid Joint Exercise of Powers Agreement, the governing board of the REDWAY COMMUNITY SERVICES DISTRICT designate one person to serve as Member of the Board of Directors of the COMMISSION and one person to serve as an Alternate Member thereof.

2. That this Amendment No. VIII be of no force or effect unless (i) all eighteen public entities currently constituting the participating parties to the aforesaid Joint Exercise of Powers Agreement dated November 1, 1977, approve and execute this Amendment No. VIII on, or before, September 30, 1990, and (ii) the REDWAY COMMUNITY SERVICES DISTRICT complies with the conditions (a), (b), and (c) of Paragraph 1, hereinabove, within the time limits therein set forth.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed.

DATED: Aug 22 1990

NAME OF ENTITY: City of Red Hill

BY: Patricia Morand

ATTEST: [Signature]

(SEAL)

DRAFT

RESOLUTION # 90-91-2

REDWAY COMMUNITY SERVICES DISTRICT

May it be resolved and adopted by Resolution from the Board of Directors of Redway Community Services District that they approve and agree to be bound by all the terms and provisions of the Redwood Region Economic Development Commission (RREDC) Joint Exercise of Powers Agreement (JPA) and its amendments.

Redway Community Services District hereby authorizes their Chairman and Board Secretary to execute said JPA by October 26, 1990.

The Governing Board of Redway Community Services District hereby designates one person to serve as a member of the Board of Directors of the Commission and one person to serve as an alternate member thereof.

REPRESENTATIVE: Mr. Tom Hiller

ALTERNATIVE REPRESENTATIVE: Mr. James Douglas

Mary Anne Reese Mary Anne Reese
Chairman, Redway Community Services District

Nancy Jurrens Nancy Jurrens
Board Secretary, Redway Community Services District

DATE: October 19, 1990 SEAL:

ORICK COMMUNITY SERVICES
DISTRICT

ATTEST:

By _____
President

Secretary

HOOPA VALLEY TRIBE

ATTEST:

By _____
Tribal Manager

Secretary

ORLEANS COMMUNITY SERVICES
DISTRICT

ATTEST:

By _____
President

✓ _____
Secretary

REDWAY COMMUNITY SERVICES
DISTRICT

ATTEST:

✓ BY Mary Anne Reese
Chairman

Dancy Jussens
Secretary



Redway Community Services District
 P.O. Box 40
 Redway, CA 95560
 (707) 923-3101

RESOLUTION 90 - 91 - 2

RREDC AGREEMENT

Be it resolved that the Board of Directors of the
Redway Community Services District of Redway, California
 on the 9th day of October, 1990 did pass a Resolution
 (90-91-2) agreeing to be bound by all terms of RREDC Joint
 Powers Agreement.

Resolved: The Board of Directors approve and agree to
 be bound by all the terms and provisions of
 the Redwood Region Economic Development
 Commission Joint Exercise of Powers Agreement
 and its amendments.

Ayes (4)
 James Douglas
 Stan Templeton
 Tom Hiller
 Dennis Abshire

Mary Anne Reese
 Mary Anne Reese, Chairman of the Board

CERTIFICATION

I, Nancy D. Jurrens, duly appointed and Board Secretary of the
Redway Community Services District, do hereby certify that the
 above is a true and correct copy of a Resolution passed and
 approved by the Board of Directors of the Redway Community
Governing Body Public
Services District on the 9th day of October, 1990.
 Entity

October 19, 1990
 Date

Board Secretary
Official Position

Nancy Jurrens
 Signature

2. That this Amendment No. VIII be of no force or effect unless (i) all eighteen public entities currently constituting the participating parties to the aforesaid Joint Exercise of Powers Agreement dated November 1, 1977, approve and execute this Amendment No. VIII on, or before, September 30, 1990, and (ii) the REDWAY COMMUNITY SERVICES DISTRICT complies with the conditions (a), (b), and (c) of Paragraph 1, hereinabove, within the time limits therein set forth.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed.

DATED: 09-26-90

NAME OF ENTITY: _____

**YELLOW CREEK
COMMUNITY SERVICES DISTRICT
100 WILSON ROAD
PO BOX 1000
YELLOW CREEK, CA 95970**

BY: Terri Hastner

ATTEST: Mary Rowley

(SEAL)

2. That this Amendment No. VIII be of no force or effect unless (i) all eighteen public entities currently constituting the participating parties to the aforesaid Joint Exercise of Powers Agreement dated November 1, 1977, approve and execute this Amendment No. VIII on, or before, September 30, 1990, and (ii) the REDWAY COMMUNITY SERVICES DISTRICT complies with the conditions (a), (b), and (c) of Paragraph 1, hereinabove, within the time limits therein set forth.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed.

DATED: July 26, 1990

NAME OF ENTITY: CITY OF EUREKA

BY: 

MAYOR CITY OF EUREKA

ATTEST: 

CITY CLERK

(SEAL)

2. That this Amendment No. VIII be of no force or effect unless (i) all eighteen public entities currently constituting the participating parties to the aforesaid Joint Exercise of Powers Agreement dated November 1, 1977, approve and execute this Amendment No. VIII on, or before, September 30, 1990, and (ii) the REDWAY COMMUNITY SERVICES DISTRICT complies with the conditions (a), (b), and (c) of Paragraph 1, hereinabove, within the time limits therein set forth.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed.

DATED: Aug. 6, 1990

NAME OF ENTITY: REDWOODS COMMUNITY COLLEGE DISTRICT

BY: 

ATTEST: _____

(SEAL)

2. That this Amendment No. VIII be of no force or effect unless (i) all eighteen public entities currently constituting the participating parties to the aforesaid Joint Exercise of Powers Agreement dated November 1, 1977, approve and execute this Amendment No. VIII on, or before, September 30, 1990, and (ii) the REDWAY COMMUNITY SERVICES DISTRICT complies with the conditions (a), (b), and (c) of Paragraph 1, hereinabove, within the time limits therein set forth.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed.

DATED: August 21, 1990

NAME OF ENTITY: COUNTY OF HUMBOLDT

BY: *Bonnie Neely*
BONNIE NEELY, CHAIRMAN

ATTEST: BRUCE RUPP

Clerk of the Board

By *Doris L. Smith*
Deputy

(SEAL)

2. That this Amendment No. VIII be of no force or effect unless (i) all eighteen public entities currently constituting the participating parties to the aforesaid Joint Exercise of Powers Agreement dated November 1, 1977, approve and execute this Amendment No. VIII on, or before, September 30, 1990, and (ii) the REDWAY COMMUNITY SERVICES DISTRICT complies with the conditions (a), (b), and (c) of Paragraph 1, hereinabove, within the time limits therein set forth.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed.

DATED: August 22, 1990

NAME OF ENTITY: ORLEANS COMMUNITY SERVICES DISTRICT

BY: Eugene Piola

ATTEST: Cynthia L King

(SEAL)

2. That this Amendment No. VIII be of no force or effect unless (i) all eighteen public entities currently constituting the participating parties to the aforesaid Joint Exercise of Powers Agreement dated November 1, 1977, approve and execute this Amendment No. VIII on, or before, September 30, 1990, and (ii) the REDWAY COMMUNITY SERVICES DISTRICT complies with the conditions (a), (b), and (c) of Paragraph 1, hereinabove, within the time limits therein set forth.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed.

DATED: AUGUST 16, 1990

NAME OF ENTITY: MCKINLEYVILLE COMMUNITY SERVICES DISTRICT

BY: *Joe Walund*
JOE WALUND

ATTEST: *Barbara L. Bethel*
BARBARA L. BETHEL

(SEAL)

2. That this Amendment No. VIII be of no force or effect unless (i) all eighteen public entities currently constituting the participating parties to the aforesaid Joint Exercise of Powers Agreement dated November 1, 1977, approve and execute this Amendment No. VIII on, or before, September 30, 1990, and (ii) the REDWAY COMMUNITY SERVICES DISTRICT complies with the conditions (a), (b), and (c) of Paragraph 1, hereinabove, within the time limits therein set forth.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed.

DATED: Aug 20, 1990

NAME OF ENTITY: City of Trinidad

BY: J. Byron Kenny (Mayor)

ATTEST: Janelle Case
City Clerk

(SEAL)

2. That this Amendment No. VIII be of no force or effect unless (i) all eighteen public entities currently constituting the participating parties to the aforesaid Joint Exercise of Powers Agreement dated November 1, 1977, approve and execute this Amendment No. VIII on, or before, September 30, 1990, and (ii) the REDWAY COMMUNITY SERVICES DISTRICT complies with the conditions (a), (b), and (c) of Paragraph 1, hereinabove, within the time limits therein set forth.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed.

DATED: August 6, 1990

NAME OF ENTITY: CITY OF FERNDALE

BY: 

ATTEST: Mary C. Jorgensen

(SEAL)

CITY COUNCIL, CITY OF FERNDALE, STATE OF CALIFORNIA

Certified copy of portion of proceedings, Meeting of August 8, 1990

SUBJECT: The approval of Redway BSD as a member of the RREDC.

ACTION TAKEN: Approved

Handwritten notes:
C.M.P.
4-11-10
Spencer
Sanborn
Richardson
Lorenzen
Mellon
None

Adopted on motion by Spencer, second by Sanborn, and the following vote:

AYES: Spencer, Sanborn and Richardson
NOES: Lorenzen
ABSENT: Mellon
ABSTAIN: None

STATE OF CALIFORNIA)
COUNTY OF HUMBOLDT) ss.

I, MARY C. JORGENSEN, City Clerk of the City of Ferndale, County of Humboldt, State of California, do hereby certify the forgoing to be a full, true, and correct copy of the original motion made in the above-entitled matter by the Ferndale City Council at a meeting held in Ferndale, California as the same now appears of record in my Office.

I WITNESS WHEREOF, I have set my hand and affixed the Seal of the City of Ferndale.

MARY C. JORGENSEN

City Clerk of the City of Ferndale,
State of California

By Mary C. Jorgensen

2. That this Amendment No. VIII be of no force or effect unless (i) all eighteen public entities currently constituting the participating parties to the aforesaid Joint Exercise of Powers Agreement dated November 1, 1977, approve and execute this Amendment No. VIII on, or before, September 30, 1990, and (ii) the REDWAY COMMUNITY SERVICES DISTRICT complies with the conditions (a), (b), and (c) of Paragraph 1, hereinabove, within the time limits therein set forth.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed.

DATED: 8/2/90

NAME OF ENTITY: Hoopa Valley Business Council

BY: *Shak Rishig*

ATTEST: *Christina Pheepri*

(SEAL)

2. That this Amendment No. VIII be of no force or effect unless (i) all eighteen public entities currently constituting the participating parties to the aforesaid Joint Exercise of Powers Agreement dated November 1, 1977, approve and execute this Amendment No. VIII on, or before, September 30, 1990, and (ii) the REDWAY COMMUNITY SERVICES DISTRICT complies with the conditions (a), (b), and (c) of Paragraph 1, hereinabove, within the time limits therein set forth.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed.

DATED: July 26, 1990

NAME OF ENTITY: Humboldt Bay Harbor, Recreation and Conservation District

BY: Roger Blandson Sr.

ATTEST: John Fredrick

(SEAL)

2. That this Amendment No. VIII be of no force or effect unless (i) all eighteen public entities currently constituting the participating parties to the aforesaid Joint Exercise of Powers Agreement dated November 1, 1977, approve and execute this Amendment No. VIII on, or before, September 30, 1990, and (ii) the REDWAY COMMUNITY SERVICES DISTRICT complies with the conditions (a), (b), and (c) of Paragraph 1, hereinabove, within the time limits therein set forth.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed.

DATED: JULY 19, 1990

NAME OF ENTITY: HUMBOLDT BAY MUNICIPAL WATER DISTRICT

BY: Alan O. Nilsen
ALAN O. NILSEN, PRESIDENT

ATTEST: Arlene Abbay
ARLENE ABBAY, OFFICE MANAGER



2. That this Amendment No. VIII be of no force or effect unless (i) all eighteen public entities currently constituting the participating parties to the aforesaid Joint Exercise of Powers Agreement dated November 1, 1977, approve and execute this Amendment No. VIII on, or before, September 30, 1990, and (ii) the REDWAY COMMUNITY SERVICES DISTRICT complies with the conditions (a), (b), and (c) of Paragraph 1, hereinabove, within the time limits therein set forth.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed.

DATED: _____
July 24, 1990

NAME OF ENTITY: City of Fortuna

BY: *Deen*
Mayor

ATTEST: *Robert R. Brown*
City Clerk

(SEAL)

2. That this Amendment No. VIII be of no force or effect unless (i) all eighteen public entities currently constituting the participating parties to the aforesaid Joint Exercise of Powers Agreement dated November 1, 1977, approve and execute this Amendment No. VIII on, or before, September 30, 1990, and (ii) the REDWAY COMMUNITY SERVICES DISTRICT complies with the conditions (a), (b), and (c) of Paragraph 1, hereinabove, within the time limits therein set forth.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed.

DATED: July 18, 1990

NAME OF ENTITY: ORICK COMMUNITY SERVICES DISTRICT

BY: *Joseph Huffard*
chairman OCSD

ATTEST: *Phelma Huffard*
secretary OCSD

(SEAL)

2. That this Amendment No. VIII be of no force or effect unless (i) all eighteen public entities currently constituting the participating parties to the aforesaid Joint Exercise of Powers Agreement dated November 1, 1977, approve and execute this Amendment No. VIII on, or before, September 30, 1990, and (ii) the REDWAY COMMUNITY SERVICES DISTRICT complies with the conditions (a), (b), and (c) of Paragraph 1, hereinabove, within the time limits therein set forth.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed.

DATED: July 26, 1990

NAME OF ENTITY: City of Blue Lake

BY: Gloria Thompson

ATTEST: Karen Reser

(SEAL)


2. That this Amendment No. VIII be of no force or effect unless (i) all eighteen public entities currently constituting the participating parties to the aforesaid Joint Exercise of Powers Agreement dated November 1, 1977, approve and execute this Amendment No. VIII on, or before, September 30, 1990, and (ii) the REDWAY COMMUNITY SERVICES DISTRICT complies with the conditions (a), (b), and (c) of Paragraph 1, hereinabove, within the time limits therein set forth.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed.

DATED: July 18, 1990

NAME OF ENTITY: City of Arcata

BY: 

ATTEST: 

(SEAL)

2. That this Amendment No. VIII be of no force or effect unless (i) all eighteen public entities currently constituting the participating parties to the aforesaid Joint Exercise of Powers Agreement dated November 1, 1977, approve and execute this Amendment No. VIII on, or before, September 30, 1990, and (ii) the REDWAY COMMUNITY SERVICES DISTRICT complies with the conditions (a), (b), and (c) of Paragraph 1, hereinabove, within the time limits therein set forth.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed.

DATED: July 24, 1990

NAME OF ENTITY: HUMBOLDT COMMUNITY SERVICES DISTRICT

BY: *Ardo Bongio*
President, Board of Directors

ATTEST: *Debra Elledge*
Secretary

(SEAL)

2. That this Amendment No. VIII be of no force or effect unless (i) all eighteen public entities currently constituting the participating parties to the aforesaid Joint Exercise of Powers Agreement dated November 1, 1977, approve and execute this Amendment No. VIII on, or before, September 30, 1990, and (ii) the REDWAY COMMUNITY SERVICES DISTRICT complies with the conditions (a), (b), and (c) of Paragraph 1, hereinabove, within the time limits therein set forth.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed.

DATED: July 13, 1990

NAME OF ENTITY: Manila Community Services District

BY: James H. Cearley
Chairman

ATTEST: J. O'Neil
G.M. MCSO

(SEAL)

RREDC APR 01 1992

AMENDMENT NO. IX

REDWOOD REGION ECONOMIC DEVELOPMENT COMMISSION

JOINT EXERCISE OF POWERS AGREEMENT

RECITALS:

Whereas, the Redwood Region Economic Development Commission, hereinafter referred to as COMMISSION, has been actively and continuously working to implement a coordinated economic development action program as envisioned in 1977 when the COMMISSION was created; and

Whereas, the COMMISSION is empowered to accept, administer, and expend grants from the federal government for economic development projects and programs within Humboldt County; and

Whereas, the United States Congress has authorized an \$850,000 Housing and Urban Development Special Purpose Grant for low income housing, community and economic development activities, (hereinafter referred to as the HUD/VA grant), through the COMMISSION under the Conference Committee Report accompanying the 1991 Housing and Urban Development/Veterans Administration appropriations bill, (HR 2519); and

Whereas, there is a need to establish and support a coordinated, regional economic development planning and service delivery effort which includes the adjacent California north coast counties of Mendocino and Del Norte; and

Whereas, the COMMISSION's existing Joint Powers Agreement may not fully authorize participation in economic development projects and programs outside of Humboldt County, California; and

Whereas, the COMMISSION seeks to apply for, receive, administer, and expend the HUD/VA grant, and use portions of the grant funds to initiate and support a coordinated, regional economic development planning and service delivery effort which may include areas within the adjacent California north coast counties of Mendocino and Del Norte; and

Whereas, the COMMISSION'S Joint Powers Agreement may not fully authorize participation in low income housing projects and programs; and

Whereas, a portion of the HUD/VA grant funds may be needed to help address low income housing needs;

NOW, THEREFORE, in consideration of the mutual benefits, covenants and agreements set forth herein, the following Public Agencies within the County of Humboldt, State of California, agree to make and enter into THIS AMENDMENT NO. IX TO THE REDWOOD REGION ECONOMIC DEVELOPMENT COMMISSION JOINT POWERS AGREEMENT:

That is, the COUNTY OF HUMBOLDT, a political subdivision of the State of California; the REDWOODS COMMUNITY COLLEGE DISTRICT, a Community College District; the HUMBOLDT BAY HARBOR, RECREATION, AND CONSERVATION DISTRICT, a Public Agency; the HUMBOLDT BAY MUNICIPAL WATER DISTRICT, a Municipal Water District; the MCKINLEYVILLE COMMUNITY SERVICES DISTRICT, a Community Services District; the HUMBOLDT COMMUNITY SERVICES DISTRICT, a Community Services District; the CITY OF EUREKA, a Municipal Corporation; the CITY OF ARCATA, a Municipal Corporation; the CITY OF FORTUNA, a Municipal Corporation; the CITY OF BLUE LAKE, a Municipal Corporation; the CITY OF RIO DELL, a Municipal Corporation; the CITY OF TRINIDAD, a Municipal Corporation; the CITY OF FERNDALE, a Municipal Corporation; WILLOW CREEK COMMUNITY SERVICES DISTRICT, a Community Services District; MANILA COMMUNITY SERVICES DISTRICT, a Community Services District; ORICK COMMUNITY SERVICES DISTRICT, a Community Services District; HOOPA VALLEY TRIBE, a Tribal Organization; ORLEANS COMMUNITY SERVICES DISTRICT, a Community Services District; and REDWAY COMMUNITY SERVICES DISTRICT, a Community Services District.

IT IS MUTUALLY AGREED, AS FOLLOWS:

PURPOSE

SECTION 3.01 shall be amended as follows:

It is the purpose of this Agreement to provide a united, coordinated, orderly means for effectively aiding, assisting, and coordinating the formulation, administration and implementation of economic development plans, projects, and programs for the primary benefit of all the people of Humboldt County, California by establishing a separate REDWOOD REGION ECONOMIC DEVELOPMENT COMMISSION in the area and by vesting this COMMISSION with power (1) to effectively aid, assist, and coordinate the formulation, administration and implementation of economic development action plans and strategies for Humboldt County, California, in accordance with the purpose and intent of the Special Economic Development and Adjustment Assistance Program enacted by Congress in 1974 as Title IX of the Public Works and Economic Development Act of 1965, as amended; (2) to jointly participate in economic development, or related low income housing programs with public agencies in the California Counties of Mendocino and Del Norte, so long as such programs are consistent with the purposes described in (1) above; and (3) to establish appropriate operating and advisory committees to assist the COMMISSION in carrying out the foregoing purposes and to assist the COMMISSION in the implementation of economic development projects and programs to improve the quality of life in the area.

ARTICLE IV. FORMATION AND ORGANIZATION

SECTION 4.09 shall be amended to read:

BOUNDARIES

The COMMISSION shall primarily encompass all of the territory within the geographical boundaries of HUMBOLDT COUNTY, California; but may also assist public agencies within the boundaries of MENDOCINO COUNTY, California and DEL NORTE COUNTY, California providing specific contracts authorizing such assistance have been executed by the COMMISSION and local governments with jurisdiction over the aforementioned adjacent counties.

ARTICLE VI. POWERS

SECTION 6.02 Paragraph K shall be amended to read:

SPECIFIC POWERS

K. To perform such duties and functions as may be necessary or appropriate for the coordination of federal or state assisted economic planning and development programs and projects within the geographical boundaries of Humboldt County, California; and as expressly authorized by specific contracts, within the geographical boundaries of the adjacent California north coast counties of Mendocino and Del Norte.

SECTION 6.02 Paragraph L shall be amended to read

L. To do and perform any and all acts necessary to participate in federal or state assisted economic development projects within the jurisdictional boundaries of the COMMISSION and within the jurisdictional boundaries of the adjacent California north coast counties of Mendocino and Del Norte when expressly authorized by specific contracts including, without limitation, applying for, accepting and administering grants or other financial assistance from the federal government, the state, or other public agencies, or from any other sources, public or private, for such economic development projects; to use and expend such funds for any of the purposes as described or referred to in this Agreement; and to enter into and carry out contracts or agreements in connection therewith which are not inconsistent with the purposes and powers of the COMMISSION as set forth in this Agreement;

SECTION 6.02 Paragraph M shall be amended to read:

M. To aid and assist member entities and other public agencies in the California Counties of Humboldt, Mendocino, and Del Norte in the establishment and support of appropriate economic planning and development programs.

This Amendment No. IX shall be of no force or effect unless all nineteen public entities currently constituting the participating parties to the aforesaid Joint Exercise of Powers Agreement originally dated November 1, 1977, approve and execute this Amendment No. IX.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their officials seals to be hereto affixed.

DATED: March 3, 1992

NAME OF ENTITY: COUNTY OF HUMBOLDT

BY: *Stan Dixon*
STAN DIXON
Chairman, Board of Supervisors

ATTEST: J. BRUCE RUPP
Clerk of the Board
By *Debra L. Smith*
Deputy

[SEAL]

This Amendment No. IX shall be of no force or effect unless all nineteen public entities currently constituting the participating parties to the aforesaid Joint Exercise of Powers Agreement originally dated November 1, 1977, approve and execute this Amendment No. IX.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their officials seals to be hereto affixed.

DATED: February 20, 1992

NAME OF ENTITY: Redwoods Community College District

BY: *Cedric Sampson*
Cedric A. Sampson, President/Superintendent
and Secretary to the Board of Trustees

ATTEST: _____

[SEAL]

This Amendment No. IX shall be of no force or effect unless all nineteen public entities currently constituting the participating parties to the aforesaid Joint Exercise of Powers Agreement originally dated November 1, 1977, approve and execute this Amendment No. IX.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their officials seals to be hereto affixed.

DATED: February 18, 1992

NAME OF ENTITY: Humboldt Bay Municipal Water District

BY: 
President, Board of Directors

ATTEST: 
Office Manager



This Amendment No. IX shall be of no force or effect unless all nineteen public entities currently constituting the participating parties to the aforesaid Joint Exercise of Powers Agreement originally dated November 1, 1977, approve and execute this Amendment No. IX.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their officials seals to be hereto affixed.

DATED: FEBRUARY 19, 1992

NAME OF ENTITY: MCKINLEYVILLE COMMUNITY SERVICES DISTRICT

BY: *Edward E. Carter*

ATTEST: *Barbara J. Bethel*

[SEAL]

This Amendment No. IX shall be of no force or effect unless all nineteen public entities currently constituting the participating parties to the aforesaid Joint Exercise of Powers Agreement originally dated November 1, 1977, approve and execute this Amendment No. IX.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their officials seals to be hereto affixed.

DATED: January 14, 1992

NAME OF ENTITY: Humboldt Community Services District

BY: 
President

ATTEST: 
Secretary

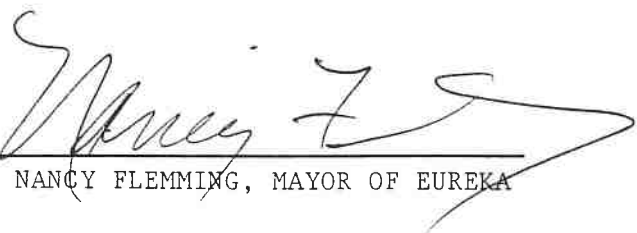
[SEAL]

This Amendment No. IX shall be of no force or effect unless all nineteen public entities currently constituting the participating parties to the aforesaid Joint Exercise of Powers Agreement originally dated November 1, 1977, approve and execute this Amendment No. IX.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their officials seals to be hereto affixed.

DATED: January 22, 1992

NAME OF ENTITY: City of Eureka

BY: 
NANCY FLEMMING, MAYOR OF EUREKA

ATTEST: 
NAOMI ABBOTT, CITY CLERK

[SEAL]

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their officials seals to be hereto affixed.

DATED: February 20, 1992

NAME OF ENTITY: City of Arcata

BY: 

ATTEST: 

[SEAL]

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their officials seals to be hereto affixed.

DATED: February 18, 1992

NAME OF ENTITY: City of Fortuna

BY: 

Dean Lewis
Mayor

ATTEST: 

Robert R. Brown
City Clerk

[SEAL]

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their officials seals to be hereto affixed.

DATED: January 14, 1992

NAME OF ENTITY: City of Blue Lake

BY: *[Handwritten Signature]*

ATTEST: *[Handwritten Signature]*

[SEAL]

This Amendment No. IX shall be of no force or effect unless all nineteen public entities currently constituting the participating parties to the aforesaid Joint Exercise of Powers Agreement originally dated November 1, 1977, approve and execute this Amendment No. IX.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their officials seals to be hereto affixed.

DATED: February 18, 1992

NAME OF ENTITY: City of Rio Dell

BY: *Denise Connolly*

ATTEST: *Karen Blunkham*



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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their officials seals to be hereto affixed.

DATED: 3-30-92

NAME OF ENTITY: City of Trinidad

BY: Byron Kenning

ATTEST: Juanita Case, City Clerk

[SEAL]

This Amendment No. IX shall be of no force or effect unless all nineteen public entities currently constituting the participating parties to the aforesaid Joint Exercise of Powers Agreement originally dated November 1, 1977, approve and execute this Amendment No. IX.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their officials seals to be hereto affixed.

DATED: February 20, 1992

NAME OF ENTITY: City of Ferndale

BY: 

ATTEST: Mary C Jorgensen

[SEAL]

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their officials seals to be hereto affixed.

DATED: Feb. 26, 1992

NAME OF ENTITY: Willow Creek C.S.D.

BY: Margie A. Fenny

ATTEST: Marc J. Rowley

[SEAL]

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their officials seals to be hereto affixed.

DATED: 25 March 1992

NAME OF ENTITY: Manila Community Services District

BY: *Derron D. Petrick*

ATTEST: *[Signature]*

[SEAL]

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their officials seals to be hereto affixed.

DATED: February 18, 1992

NAME OF ENTITY: Orick Community Services District

BY: Joseph Hufford
chairman Orick Community Services District

ATTEST: Helma Hufford
secretary OCSD

[SEAL]

This Amendment No. IX shall be of no force or effect unless all nineteen public entities currently constituting the participating parties to the aforesaid Joint Exercise of Powers Agreement originally dated November 1, 1977, approve and execute this Amendment No. IX.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their officials seals to be hereto affixed.

DATED: 3-26-92

NAME OF ENTITY: Hoopa Valley Tribal Council

BY:

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

ATTEST:

A handwritten signature in black ink, appearing to be 'Christina Phuepi', written over a horizontal line.

[SEAL]

This Amendment No. IX shall be of no force or effect unless all nineteen public entities currently constituting the participating parties to the aforesaid Joint Exercise of Powers Agreement originally dated November 1, 1977, approve and execute this Amendment No. IX.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their officials seals to be hereto affixed.

DATED: 2/24/92

NAME OF ENTITY: Orleans Community Services District

BY: Engene Piola

ATTEST: _____

[SEAL]

This Amendment No. IX shall be of no force or effect unless all nineteen public entities currently constituting the participating parties to the aforesaid Joint Exercise of Powers Agreement originally dated November 1, 1977, approve and execute this Amendment No. IX.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their officials seals to be hereto affixed.

DATED: 2-21-92

NAME OF ENTITY: REDWAY Community SERV. Dist.

BY: J. Templeton

ATTEST: Nancy Jursenal

[SEAL]