**MMEMORANDUM OF UNDERSTANDING BETWEEN
RCAP LOCAL AGENCIES AND
PARTNER JPA'S
REGARDING ESTABLISHMENT OF THE REGIONAL CLIMATE COMMITTEE AND
CLIMATE PROGRAM MANAGER**

This Memorandum of Understanding ("MOU") is entered into and made effective as of _____, 2026 ("Effective Date") by and among some or all of the local agencies identified below. Each of the agencies referenced below is referred to herein individually as an "Agency" and collectively as the "Agencies." Each of the signatories to this Agreement is referred to herein as a "Party" and collectively as the "Parties".

Municipal Jurisdictions:
City of Arcata ("Arcata")
City of Blue Lake ("Blue Lake")
City of Eureka ("Eureka")
City of Ferndale ("Ferndale")
City of Fortuna ("Fortuna")
City of Rio Dell ("Rio Dell")
City of Trinidad ("Trinidad")
County of Humboldt ("County")

Joint Powers Authorities (JPAs):
Humboldt County Association of Governments ("HCAOG")
Humboldt County Transit Authority ("HTA")
Humboldt Waste Management Authority ("HWMA")
Redwood Coast Energy Authority ("RCEA")

BACKGROUND RECITALS AND SHARED GOALS

A. The Agencies have collaborated in development of a comprehensive Regional Climate Action Plan ("RCAP") to address greenhouse gas ("GHG") emissions generated within the Humboldt County region. The RCAP and final environmental impact report were completed by the County and adopted by its Board of Supervisors on December 16th, 2025, and adopted by the other Municipal Jurisdictions on the following dates:

Arcata: May 6, 2026
Blue Lake:
Eureka: February 3, 2026
Ferndale: September 16, 2026
Fortuna: May 18, 2026
Rio Dell: March 17, 2026
Trinidad:

B. The RCAP establishes a regional goal to reduce GHG emissions 40 percent by 2030 in line with Statewide targets of Senate Bill 32 and provides measures and actions to achieve this goal. In addition, the RCAP establishes a longer-term regional goal of achieving carbon neutrality by 2045, consistent with the Statewide goals of Assembly Bill 1279; and quantitative efficiency thresholds for use in evaluating whether the GHG emissions of an individual plan or project would result in a potentially significant environmental impact under the California Environmental Quality Act ("CEQA") for plans or projects with pre-2030 buildout or initial operation years ("GHG Emissions

Thresholds"). The overall purpose of the RCAP and CEQA GHG Emissions Thresholds is to prepare, adopt, and implement a qualified GHG reduction plan that may be utilized for mitigating and tracking Countywide GHG emissions as well as for streamlining CEQA GHG analyses for future projects within the Humboldt County region that are required to undergo CEQA review.

C. A cornerstone strategy of the RCAP is the establishment of a coalition between jurisdictions and key organizations to guide a regional approach to climate-related challenges through coordinated efforts. Based on this, creation of a Regional Climate Committee ("Committee") comprised of elected officials from each of the Municipal Jurisdictions and JPA's to be responsible for implementing RCAP measures and actions is the first RCAP strategy to be implemented. The purpose of the Committee is to foster collaboration and coordination among the region to address climate-related challenges and implement effective climate action strategies by leveraging collective expertise, resources, and efficiencies to tackle climate change at a regional level. The Committee will support RCAP implementation through information sharing, coordination of RCAP efforts, development of joint initiatives to reduce GHG emissions, support and pursue funding, and promote sustainable development practices. Additionally, the Committee will develop and provide models, pilot programs, and template policies or ordinances that enable each jurisdiction in the region to implement uniform changes and facilitate local communities in making the necessary structural adjustments to reduce GHG emissions.

D. The RCAP also calls for the creation of a Climate Program Manager ("Manager" or "Program Manager") to lead the coordination efforts of the Committee, and to coordinate with staff of the participating jurisdictions and agencies to undertake the work of the Committee. Under the RCAP, the Program Manager is intended to represent a larger staff need to fulfill the mission of the Committee to obtain funding to support several staff in implementing and tracking the RCAP. Additionally, the RCAP charges the Manager with developing annual progress reports on RCAP implementation for City Councils and County Supervisors to measure progress and establish accountability in achieving RCAP emissions reduction goals.

E. RCEA has agreed to host the Committee and the Program Manager and to commit staff resources and incidental costs totaling approximately $145,000 per year.

F. This MOU seeks to establish the framework for establishing the Committee and funding the Regional Climate Program Manager. **NOW THEREFORE**, based on these Background Recitals and Shared Goals, the Parties enter into the following Memorandum of Understanding:

1. **Purpose.** The purposes of this MOU are to collaborate in the following endeavors:

    i. Establishing an operational framework for the Regional Climate Committee;
    ii. Developing a sustainable funding mechanism for the Regional Climate Committee and the Climate Program Manager.

2. **Host Agency**. To facilitate the successful outcome of the RCAP, RCEA agrees to host the Climate Program Manager ("Manager"), and provide administrative support to the Regional Climate Committee ("Committee") and advisory committees created by the Committee. The Manager shall be solely an employee or independent contractor of RCEA and no other Party to this MOU when acting in the capacity of Regional Climate Manager and shall not be entitled to any employment benefits from any other agency. The RCEA Board shall serve as the final decision maker for any RCAP grants, contracts, or other agreements where RCEA is the prime applicant or party to the contract or agreement.

3. **Regional Climate Committee**. The Committee will be responsible for implementing RCAP measures and actions. The Committee structure shall be as follows:

    a. Committee Membership. The RCEA Board of Directors, which includes representation from the County and each City as well Tribal nations, together with an elected official appointed from and by each of the Boards of Directors of Humboldt Waste Management Authority, Humboldt Transit Authority and Humboldt County Association of Governments shall be the acting Regional Climate Committee. Each official appointed to the Regional Climate Committee (a "Member", or "Committee Member") is charged with addressing climate change at a coordinated regional level to implement the RCAP.

    b. Quorum. A majority of the total number of Committee Members shall constitute a quorum for conducting business.

    c. Voting. Each Committee Member shall have one equal vote. Alternate representatives may only vote in the absence of the primary representative from that Agency. Completion of any action of the Committee shall require the affirmative vote of the Members present.

4. **Committee Operational Rules, Bylaws**. The Committee may establish by unanimous vote any additional, non-conflicting operational protocols, guidelines, or procedures as necessary to facilitate its operations (the "Bylaws"). The Committee shall function in accordance with this MOU, any Bylaws, and applicable law. Bylaws shall be amended only upon approval by a unanimous vote of the Committee.

5. **Regional Climate Program Manager**.

    a. Sustainable Funding of Position. The Manager is a cornerstone strategy of the RCAP. Establishing sustainable funding for the Manager shall be a priority of the Committee. Funding will occur as direct annual financial contributions from the Municipal Jurisdictions for the term of this MOU. During the term of this MOU, the Regional Climate Committee will develop a long-term funding strategy for RCAP implementation and sustainable funding for the Manager position that may include direct annual contributions, grants, or other available sources.

    b. Primary Duties. Using the RCAP as a strategic planning document the Manager will generally:

        i. Plan, organize, oversee, coordinate, and manage the RCAP programs, projects, and activities including facilitating RCAP Committee activities;
        ii. Identify and pursue external funding opportunities;
        iii. Serve as administrative manager of multi-agency programs;
        iv. Serve as a liaison and foster cooperative working relationships with a variety of internal and external stakeholders, partners, and contracted service providers;
        v. Coordinate with staff of the participating jurisdictions and agencies to undertake the work directed by the Committee.
        vi. Deliver annual progress reports to City Councils and the County Board of Supervisors to measure progress and establish accountability in achieving RCAP emissions reduction goals

c. Interaction with Committee. The Manager will provide staff support to the Committee including ensuring compliance with the California Ralph M. Brown Act and other applicable laws.

6. **Regional Climate Technical Advisory Committee**. Each Agency may choose to designate staff to participate in a Regional Climate Technical Advisory Committee ("TAC"). The purpose of the TAC is to provide input to the Manager and Committee.

7. **Shared Funding Commitments to Support RCAP Implementation and the Climate Program Manager**.

   a. Principles of Shared Commitment to Sustainably Fund the Regional Climate Program Manager:

      i. The Regional Climate Action Plan calls for the creation of a regional Climate Program Manager position to lead and coordinate the implementation of the Regional Climate Action Plan;

      ii. A Regional Climate Program Manager position would provide for regional efficiencies and cost-savings in completing the work outlined in the Regional Climate Action Plan;

      iii. The successful region-wide implementation of the RCAP is a shared responsibility;

      iv. Shared financial responsibility is most equitably determined using the total population of the County and the percentage residing within each Municipal Jurisdiction.

      v. RCEA created a Regional Climate Program Manager position within RCEA with the understanding that Municipal Jurisdiction contributions would be required to sustainably fund the position.

   b. Municipal Jurisdiction Commitments. Municipal Jurisdictions agree to contribute funds to support RCAP implementation and the Program Manager in the amounts set out in Exhibit A, Funding Commitments.

   c. Funding Commitments. Proportional funding contributions by each Municipal Jurisdiction prorated by population are set out in Exhibit A, Funding Commitments.

8. **Annual Budget**. RCEA will separately account for direct funding contributions, and will develop an annual RCAP implementation budget based on direct funding contributions for annual review and approval by the Committee. The budget shall be applied to Program Manager salary costs and direct RCAP implementation expenses, such as vendors, consultants, climate tracking software, and similar expenses. Any budgeted funds unspent at the end of a fiscal year will be carried over to following years. The Regional Climate Committee may revise the annual budget as needed.

9. **MOU Term**. This MOU shall terminate on December 31, 2030, unless extended by mutual written agreement of the Parties.

10. **MOU Modifications**. This MOU may only be modified by a written amendment executed by the Parties. Notwithstanding the foregoing, Exhibit A, Funding Commitments may be amended by simple majority of the Regional Climate Committee. Any such amendments shall automatically replace the Funding Commitments attached to this Agreement. RCEA shall distribute the Amended Contribution Schedule to all Parties.

11. **Effective Date**. This MOU shall become effective on the date that it is executed by a sufficient number of Municipal Jurisdictions whose respective populations together represent at least 85% of the overall population of Humboldt County as determined by the April 1, 2020 Population Census for Humboldt County.

12. **Counterpart Execution**: This MOU, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This MOU, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this MOUJ, and any amendments hereto, transmitted by email or by other means of electronic transmission shall have the same legal effect as delivery of an original executed copy of this MOU and any amendments hereto.

13. **Authority To Execute**: Each person executing this MOU represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this MOU. Each party represents and warrants to the other that the execution and delivery of this MOU and the performance of such party's obligations hereunder have been duly authorized.

WITNESSETH, each Agency signing below has duly approved and adopted this Memorandum of Understanding in accordance with its respective requirements and duly authorized its execution.

City of Arcata:
By: _____
Title: _____
Date: _____

City of Blue Lake:
By: _____
Title: _____
Date: _____

City of Eureka:
By: _____
Title: _____
Date: _____

City of Ferndale:
By: _____
Title: _____
Date: _____

City of Fortuna:
By: _____
Title: _____
Date: _____

City of Rio Dell:
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Title: _____
Date: _____

City of Trinidad:
By: _____
Title: _____
Date: _____

County of Humboldt:
By: _____
Title: _____
Date: _____

Humboldt County Association of Governments:
By: _____
Title: _____
Date: _____

Humboldt County Transit Authority:

By: _____
Title: _____
Date: _____

Humboldt Waste Management Authority:

By: _____
Title: _____
Date: _____

Redwood Coast Energy Authority:

By: _____
Title: _____
Date: _____