



**REGULAR CITY COUNCIL MEETING
MEETING AGENDA
WEDNESDAY, OCTOBER 12, 2016**

Regular Meeting - 6:30 PM

**City Hall – Beryl P. Robinson, Jr. Conference Room
317 Broad Street, Nevada City, CA 95959**

MISSION STATEMENT

The City of Nevada City is dedicated to preserving and enhancing its small town character and historical architecture while providing quality public services for our current and future residents, businesses and visitors.

Evans Phelps, Mayor

**Reinette Senum, Council Member
David Parker, Council Member**

**Duane Strawser, Vice Mayor
Valerie Moberg, Council Member**

The City Council welcomes you to its meetings which are scheduled at 6:30 PM on the 2nd and 4th Wednesdays of each month. Your interest is encouraged and appreciated. This meeting is recorded on DVD and is televised on local public television Channel 17. Other special accommodations may be requested to the City Clerk 72 hours in advance of the meeting. Please turn off all cell phones or similar devices. Action may be taken on any agenda item. Agenda notices are available at City Hall. Materials related to an item on this Agenda submitted to the Council after distribution of the agenda packet are available for public inspection in the City Hall at 317 Broad Street, Nevada City, CA during normal business hours.

ANY MEMBER OF THE PUBLIC DESIRING TO ADDRESS THE COUNCIL ON ANY ITEM ON THIS AGENDA: After receiving recognition from the Mayor, give your name and address, and then your comments or questions. Please direct your remarks to the Councilmembers. In order that all interested parties have an opportunity to speak, please limit your comments to the specific item under discussion. All citizens will be afforded an opportunity to speak, consistent with their Constitutional rights. Time limits shall be at the Mayor's discretion. **IF YOU CHALLENGE** the Council's decision on any matter in court, you will be limited to raising only those issues you or someone else raised at the meeting or Public Hearing described on this agenda, or in written correspondence delivered to the City Council at, or prior to, the meeting or Public Hearing.

REGULAR MEETING – 6:30 PM - Call to Order

Roll Call: Moberg, Parker, Senum, Vice Mayor Strawser, & Mayor Phelps

PLEDGE OF ALLEGIANCE

PROCLAMATION: Domestic Violence Awareness Month – October 2016

PRESENTATION:

BUSINESS FROM THE FLOOR

1. PUBLIC COMMENT

Under Government Code Section 54954.3, members of the public are entitled to address the City Council concerning any item within the Nevada City Council's subject matter

jurisdiction. Comments on items NOT ON THE AGENDA are welcome at this time. Normally, public comments are limited to no more than three minutes each. **Except for certain specific exceptions, the City Council is prohibited from discussing or taking action on any item not appearing on the posted agenda.**

2. COUNCIL MEMBERS REQUESTED ITEMS AND COMMITTEE REPORTS:

3. CONSENT ITEMS:

All matters listed under the Consent Calendar are to be considered routine by the City Council and will be enacted by one motion in the form listed. There will be no separate discussion of these items unless, before the City Council votes on the motion to adopt, members of the Council, City staff or the public request specific items to be removed from the Consent Calendar for separate discussion and action.

A. Subject: Temporary Staffing at Nevada City Water and Wastewater Treatment Plants
Recommendation: Pass a Motion ratifying agreement with Fishers Wastewater Services in amount not to exceed \$11,000 to provide temporary staffing for the City's water and wastewater plants.

B. Subject: Broad Street "Y" Utility Undergrounding District Agreements with Pacific Gas & Electric (PG&E)
Recommendation: Pass a Motion authorizing the City Manager or designee to sign agreement and related implementation documents with PG&E to advance the Broad Street "Y" utility undergrounding district project.

4. APPROVAL OF ACTION MINUTES:

- A. City Council Meeting – September 28, 2016
- B. Special City Council Meeting – September 29, 2016

5. DEPARTMENT REQUESTED ACTION ITEMS AND UPDATE REPORTS:

A. Subject: Monthly Update on City Council Six-Month Strategic Objectives
Recommendation: Receive and file.

6. PUBLIC HEARINGS:

7. OLD BUSINESS:

8. NEW BUSINESS:

A. Subject: Participation in Two Additional Property Assessed Clean Energy (PACE) Programs: mPower and Ygrene
Recommendation:
1. Approve and authorize the mayor to sign on behalf of the City of Nevada City a JPA amendment to join as an Associate Member the Sierra Valley Energy Authority for administration of the mPower program

2. Approve and authorize the mayor to sign on behalf of the City of Nevada City an Administrative Services Agreement with the Sierra Valley Energy Authority for the Administration of the AB 811 Property Assessed Clean Energy (PACE) Program (mPower)
3. Adopt Resolution 2016-XX consenting to inclusion of Nevada City within the mPower program to finance distributed generation renewable energy sources, energy and water efficiency improvements, and electric vehicle charging infrastructure.
4. Adopt Resolution 2016-XX consenting to Inclusion of Properties within the City's Incorporated Area in CHF Community Facilities District No. 2014-1 (Clean Energy) to Finance Renewable Energy Generation, Energy Efficiency, Water Conservation and Electric Vehicle Charging Infrastructure Improvements and approving associate membership in CHF (SB 555)
5. Adopt Resolution 2016-XX consenting to Inclusion of Properties within the City's Incorporated Area in the CHF PACE Program to Finance Renewable Energy Generation, Energy and Water Efficiency Improvements and Electric Vehicle Charging Infrastructure and approving associate membership in CHF (AB 811)
6. Approve and authorize the mayor to sign on behalf of the City of Nevada City an Amended and Restated Joint Exercise of Powers Agreement with California Home Finance Authority

B. Subject: Establishment of Measure "C" Citizens Oversight Committee
Recommendation: Pass Resolution 2016-XX establishing the Measure "C" Citizens Oversight Committee and its scope of responsibility.

C. Subject: Informational Update on City Council Strategic Three-Year Goal to Increase Community Awareness and Involvement
Recommendation: Provide direction to the City Manager.

9. CORRESPONDENCE:

10. ANNOUNCEMENTS:

11. CITY MANAGER'S REPORT:

12. ADJOURNMENT

Certification of Posting of Agenda

I, Mark Prestwich, City Manager for the City of Nevada City, declare that the foregoing agenda for the October 12, 2016 Regular Meeting of the Nevada City City Council was posted October 7, 2016 at the office of the City of Nevada City (City Hall). The agenda is also posted on the City's website www.nevadacityca.gov.

Signed October 7, 2016 at Nevada City, California

_____, Mark Prestwich, City Manager

CITY OF NEVADA CITY
City Council
Long Range Calendar

October 26, 2016	Regular Council Meeting
November 9, 2016	Regular Council Meeting
November 30, 2016	Regular Council Meeting (Note Changed Date)
December 14, 2016	Regular Council Meeting
December 28, 2016	Meeting Canceled

NOTE: This list is for planning purposes; items may shift depending on timing and capacity of a meeting.

NOTICE: *As presiding officer, the Mayor has the authority to preserve order at all City Council meetings, to remove or cause the removal of any person from any such meeting for disorderly conduct, or for making personal, impertinent, or slanderous remarks, using profanity, or becoming boisterous, threatening or personally abusive while addressing said Council and to enforce the rules of the Council.*

REPORT TO CITY COUNCIL

City of Nevada City
317 Broad Street
Nevada City, CA 95959
www.nevadacityca.gov

October 12, 2016

TITLE: Temporary Staffing at Nevada City Water and Wastewater Treatment Plants

RECOMMENDATION: Pass a Motion ratifying agreement with Fishers Wastewater Services in amount not to exceed \$11,000 to provide temporary staffing for the City's water and wastewater plants.

CONTACT: Mark Prestwich, City Manager

BACKGROUND / DISCUSSION: Due to an unanticipated staffing vacancy at the City's water and wastewater treatment plants that occurred September 28, the City required the immediate services of qualified Grade 3 operators to assist with management of these critical facilities and to comply with State regulations. Pursuant to City Personnel Police 2100.20, the City Manager is authorized to secure temporary assistance when circumstances exist that impair important City operations.

On September 29, 2016, the City Manager entered into an agreement with Fishers Wastewater Services in an amount not to exceed \$11,000 to provide temporary staffing assistance. The City utilized Fishers Wastewater Services in late 2014 for temporary staffing so the firm has familiarity with the City's facilities. The firm has available a Grade 3 wastewater operator and a Grade 4 wastewater operator who both reside within 10 miles of the City's wastewater plant, as well as a Grade 3 water operator.

The proposed services are intended to be utilized on an as-needed basis through October 26, 2016.

ENVIRONMENTAL CONSIDERATIONS: The City has operational, maintenance and reporting responsibilities to the State Water Resources Control Board and Department of Public Health. The addition of temporary staffing will facilitate the City's ability to meet its responsibilities.

FISCAL IMPACT: Fishers Wastewater Services bills at \$80 per hour.

ATTACHMENTS:

✓ Agreement



City of Nevada City
STANDARD AGREEMENT
Approved by the City Attorney

Contract Number _____

(Contractor's Fed I.D. No.)

THIS AGREEMENT, made and entered into this 29 day of September, 2016, in the State of California, County of Nevada, by and between the City of Nevada City, through its duly elected or appointed qualified and acting

Mark Prestwich, City Manager _____,

(Name and Title of officer acting for City)

Herein after called CITY, and

Fishers Wastewater Services _____,

(Contractor's Name and Capacity)

Herein after called Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, as follows: (Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications if any.)

Scope of Service: Contractor shall provide general operator duties in support of the operation and maintenance of the City's water and wastewater treatment plants. Duties include, but are not limited to: laboratory work, sampling, rounds, performing maintenance activities, and assisting with reporting. The City shall grant the certified contractor access to the City's wastewater and water treatment premises.

Payment Terms: Contractor shall be paid \$80.00 per hour. Holidays and Alarm or other call-outs shall be paid at a rate of \$120.00 per hour. Hours for call-outs start from the time of notification until returning home and shall be billed a minimum of two hours. Emergency and regular standby shall be paid at a rate of \$3.00 per hour (standby or on-call pay shall not be charged for hours actually worked).

There is a startup fee for a California State contractor certification. The cost of the certification is \$400.00 and an additional \$50.00 per contract operator provided (minimum of 2). This is a mandatory certificate that needs to be present at the wastewater treatment plant and shall be a reimbursable expense.

The amount of this agreement shall not exceed \$11,000.

Contract Term: The term of the agreement will commence September 29, 2016 and terminate October 26, 2016.

The provisions on the reverse side hereof constitute a part of this agreement.
IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

CITY OF NEVADA CITY

CONTRACTOR

DEPT: CITY MANAGER'S OFFICE CONTRACTOR: Fisher's Wastewater Services
BY: [Signature] BY: Mark A Fisher [Signature]
PRINTED NAME: MARK T. PRESTWICH PRINTED NAME: Mark A Fisher
TITLE: CITY MANAGER ADDRESS: PO BOX 566 Cedar Ridge Ca. 95924

STANDARD AGREEMENT (REVERSE)

1. THE CONTRACTOR AGREES TO INDEMNIFY, DEFEND AND SAVE HARMLESS THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS AND LOSSES ACCRUING OR RESULTING TO ANY AND ALL CONTRACTORS, SUBCONTRACTORS, MATERIALMEN, LABORERS AND ANY OTHER PERSON, FIRM OR CORPORATION FURNISHING OR SUPPLYING WORK SERVICES, MATERIALS, OR SUPPLIES IN CONNECTION WITH THE PERFORMANCE OF THIS CONTRACT AND FROM ANY AND ALL CLAIMS AND LOSSES ACCRUING OR RESULTING TO ANY PERSON, FIRM OR CORPORATION WHO MAY BE INJURED OR DAMAGES BY THE CONTRACTOR IN THE PERFORMANCE OF THIS CONTRACT.
2. THE CONTRACTOR, AND THE AGENTS AND EMPLOYEES OF CONTRACTOR, IN THE PERFORMANCE OF THE AGREEMENT, SHALL ACT IN AN INDEPENDENT CAPACITY AND NOT AS OFFICERS, EMPLOYEES, VOLUNTEERS OR AGENTS OF THE CITY.
3. THE CITY MAY TERMINATE THIS AGREEMENT AND BE RELIEVED OF THE PAYMENT OF ANY CONSIDERATION TO CONTRACTOR SHOULD CONTRACTOR FAIL TO PERFORM THE COVENANTS HEREIN CONTAINED AT THE TIME AND IN THE MANNER HEREIN PROVIDED. IN THE EVENT OF SUCH TERMINATION, THE CITY MAY PROCEED WITH THE WORK IN ANY MANNER DEEMED PROPER BY THE CITY. THE COST TO THE CITY SHALL BE DEDUCTED FROM ANY SUM DUE THE CONTRACTOR UNDER THIS AGREEMENT, AND THE BALANCE, IF ANY SHALL BE PAID THE CONTRACTOR UPON DEMAND.
4. WITHOUT THE WRITTEN CONSENT OF THE CITY, THIS AGREEMENT IS NOT ASSIGNABLE BY CONTRACTOR EITHER IN WHOLE OR IN PART.
5. TIME IS OF THE ESSENCE IN THE AGREEMENT.
6. NO ALTERATION OR VARIATION OF THE TERMS OF THIS CONTRACT SHALL BE VALID UNLESS MADE IN WRITING AND SIGNED BY THE PARTIES HERETO, AND NO ORAL UNDERSTANDING OR AGREEMENT NOT INCORPORATED HEREIN, SHALL BE BINDING ON ANY PARTIES HERETO.
7. THE CONSIDERATION TO BE PAID TO THE CONTRACTOR, AS PROVIDED HEREIN, SHALL BE IN COMPENSATION FOR ALL OF CONTRACTOR'S EXPENSES INCURRED IN THE PERFORMANCE HEREOF, INCLUDING TRAVEL AND PER DIEM, UNLESS OTHERWISE EXPRESSLY SO PROVIDED.
8. INSURANCE: CONTRACTOR SHALL OBTAIN, AND KEEP IN FORCE A COMMERCIAL LIABILITY POLICY OF INSURANCE PROTECTING CONTRACTOR AND NAMING CITY AS AN ADDITIONAL INSURED AGAINST CLAIMS OF BODILY INJURY, PERSONAL INJURY AND PROPERTY DAMAGE BASED UPON OR ARISING OUT OF THE PERFORMANCE BY CONTRACTOR OF THIS CONTRACT. SUCH INSURANCE SHALL BE ON AN OCCURRENCE BASIS PROVIDING SINGLE LIMIT COVERAGE IN AN AMOUNT NOT LESS THAN \$1,000,000.00 PER OCCURRENCE WITH AN AGGREGATE OF NOT LESS THAN \$2,000,000.00. CONTRACTOR SHALL ADD CITY AS AN ADDITIONAL INSURED THAT INDICATES THAT THE COVERAGE SHALL NOT BE REDUCED OR ELIMINATED WITHOUT AT LEAST TEN DAYS (10) DAYS NOTICE TO THE CITY BY CONTRACTOR'S INSURANCE CARRIER. THE LIMITS OF SAID INSURANCE SHALL NOT, HOWEVER, LIMIT THE LIABILITY OF THE CONTRACTOR NOR RELIEVE CONTRACTOR OF ANY OBLIGATION HEREUNDER. CONTRACTOR SHALL PROVIDE AN ENDORSEMENT ON THIS LIABILITY POLICY WHICH PROVIDES ITS INSURANCE SHALL BE PRIMARY TO AND NOT CONTRIBUTORY WITH ANY SIMILAR INSURANCE CARRIED BY CITY, WHOSE INSURANCE SHALL BE CONSIDERED EXCESS INSURANCE ONLY.

REPORT TO CITY COUNCIL

City of Nevada City
317 Broad Street
Nevada City, CA 95959
www.nevadacityca.gov

October 12, 2016

TITLE: Broad Street “Y” Utility Undergrounding District Agreements with Pacific Gas & Electric (PG&E)

RECOMMENDATION: Pass a Motion authorizing the City Manager or designee to sign agreements and related implementation documents with PG&E to advance the Broad Street “Y” utility undergrounding district project.

CONTACT: Bryan K. McAlister, City Engineer

BACKGROUND/DISCUSSION:

City Council established priority for possible locations to be undergrounded at public meetings on January 14, 2009 and August 1, 2012. The Broad Street “Y” area was determined to be first priority to 1) to help business districts; 2) to improve the appearance of entrance to the City; and 3) enhance the experience for visitors.

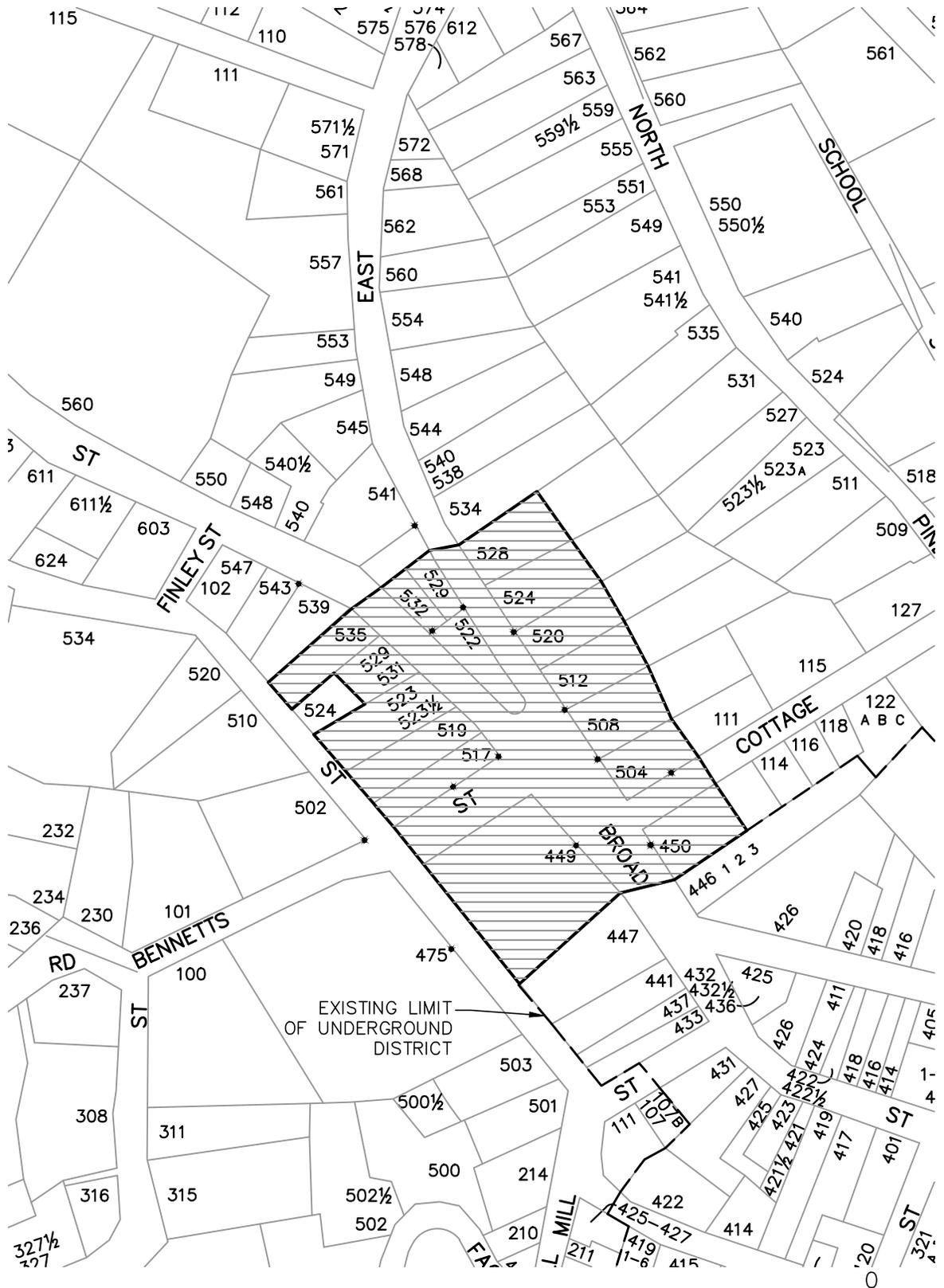
Nevada City, (Applicant) has requested PACIFIC GAS AND ELECTRIC COMPANY (PG&E) to perform tariff related work to underground overhead electric facilities within the Proposed District No. 6 (see attached exhibit). PG&E will, at its expense, replace its existing overhead electric facilities with underground electric facilities as outlined in the Rule 20 Tariff. To facilitate this work, there are several agreements and documents that need to be signed by an authorized City representative.

Prior to final implementation of the undergrounding, the City Council will be presented an Ordinance that will (if adopted) formally establish the undergrounding district.

FISCAL CONSIDERATIONS: The project will be primarily funded by PG&E using Rule 20A allocation. The City will contribute funds for the streetlight system and road improvements using Measure S funds.

ATTACHMENTS:

- ✓ Exhibit of Proposed Undergrounding District No.6
- ✓ PG&E Broad St General Conditions Agreement - DRAFT
- ✓ PG&E Broad St Panel Conversion Agreement – DRAFT
- ✓ PG&E Broad St Streetlight Agreement – DRAFT
- ✓ PG&E Broad St Wheelchair Access Consideration DRAFT



EXISTING LIMIT
OF UNDERGROUND
DISTRICT



2016

Nevada City
Proposed Underground District No. 6

1 of 1



**Agreement to Perform
Tariff Scheduled Related Work,
Rule 20A General Conditions**

PROJECT
LIAISON.
Keith Basque

PROJECT NAME: ___Broad St Nevada City R20A_____

LOCATION: ___ Corner of W Broad St and E Broad St_____, CALIFORNIA

City: ___Nevada City_____

Nevada City, (Applicant) has requested PACIFIC GAS AND ELECTRIC COMPANY, a California corporation (PG&E) to perform the tariff scheduled related work as located and described herein.

General Conditions:

PG&E will, at its expense, replace its existing overhead electric facilities with underground electric facilities as outlined in the Rule 20 Tariff. To ensure the success of this program, the Applicant agrees to support the Rule 20A Program as follows:

Responsibilities of the Applicant:

1. Consult with PG&E to confirm the requirements and location of the project.
2. Provide a resolution and boundary map as required in Electric Rule 20.
3. Provide a list of all recorded property owners, APN#, phone number and address.
4. Provide a list of the most recent tenant (for rental properties).
5. Provide Base Map (in AutoCAD) showing the following: boundary, roads, future road improvements, sidewalks, curbs, property lines, buildings, existing water and sewer, easements, and any other known utilities or obstacles.
6. Secure all required rights-of-way and easements, which must be satisfactory to and approved by PG&E.
7. Own and manage all contaminated soils. (Rule 20A funding cannot be used for environmental remediation costs)
8. Own and manage all cultural resource findings. (Rule 20A funding cannot be used for managing cultural resource findings).
9. Provide recent pot holing/core samplings and soils/paving information from projects that were recently completed.
10. Provide acceptable construction yard for materials and equipment storage.
11. Pay for paving and restoration costs beyond the standard excavations and restorations necessary for the construction of the project. Joint trench participants will replace paving, landscaping, sidewalk, etc. that is removed during construction. (Rule 20A funding cannot be used for additional restoration costs).
12. Waive paving moratorium requirements, or pay for additional costs above PG&E's responsibility for restoration.
13. Stake and survey for any associated future grade changes.
14. Should applicant require additional traffic control beyond that which PG&E provides (per California Joint Utility Traffic Control Committee), Applicant will pay for the additional costs.
15. Should Applicant require a traffic control plan, Applicant will prepare or pay to prepare such a plan.
16. Pay for streetlight costs per Street Light Agreement.
17. Remove Applicant owned streetlights attached to utility poles and located within the underground district at Applicant cost. .
18. Issue and waive cost of encroachment permit.
19. Waive work hour restrictions for construction, including holiday and/or special construction limitations.
20. Waive all permit fees and other incidental project specific costs, including but not limited to: parking charges; rental cost of city or county properties; and lost revenues.

Responsibilities of PG&E:

1. Provide consultation to Applicant to establish resolution and boundary map.
2. If designated as the design/trench lead, prepare the Intents, Composite and Form B (costs will be shared by all joint trench participants).
3. Provide electric design to the design/trench lead agency, if lead is other than PG&E.
4. Identify all locations that require an easement.
5. Prepare easement documents for signature.
6. Upon request of the Applicant, Rule 20A allocation may be used for the installation of no more than 100 feet of each customer's underground electric service lateral.
7. Upon request of the Applicant, the Rule 20A allocation may be used for the conversion of electric service panels to accept underground service, up to \$1,500 per service entrance (excluding permit fees). Alternatively, if the Applicant requests that PG&E manage the panel conversion work, perform such conversions by agreement (Form 79-1113, Agreement to Perform Tariff Schedule Related Work, Rule 20A).



Pacific Gas and Electric Company

**Agreement to Perform
Tariff Scheduled Related Work,
Rule 20A General Conditions**

PROJECT
LIAISON.
Keith Basque

- 8. Provide inspection services for the installation of PG&E facilities.
- 9. Remove poles, or portions of poles, from the underground district as required by the Joint Pole Utility Agreement.
- 10. Provide proper notification to all affected customers when electrical outages are necessary to complete project conversion to the new underground system.

We have read the above information and understand and agree with the provisions and responsibilities as described above/.

Executed this _____ day of _____ 20__

Nevada City
Applicant

PACIFIC GAS AND ELECTRIC COMPANY

By: _____

By: _____

(Print or Type Name)

(Print or Type Name)

Title:

Title:

Mailing Address: _____

City/County of : _____



Pacific Gas and Electric Company

Keith Basque, Program Liaison

Agreement to Perform
Tariff Scheduled Related Work,
Rule 20A Electric Panel Service Conversions

- APPLICANT (Original)
- DIVISION (Original)
- ACCTG. SERVICES

MLX#
PM #
PROJECT MGR.

City/County of Nevada City, (Applicant) has requested PACIFIC GAS AND ELECTRIC COMPANY, a California corporation (PG&E) to perform the tariff scheduled related work as located and described herein.

Electric Panel Service Conversion Program:

In order to expedite the completion of Rule 20A Projects, PG&E has offered to manage the electric service conversions, and pay for this work from the Applicant's allocation funds. The underground electric feed that replaces the existing overhead service will be installed in the most economical manner possible, as determined by PG&E. To ensure the success of this program, the Applicant agrees to support the Electric Panel Service Conversion Program as follows:

Responsibilities of the Applicant:

1. Provide accurate list of owner, parcel #, address, phone number.
2. Mail informational letters to all residents describing the program and their responsibilities.
 - a. PG&E will provide templates for these letters.
3. Obtain Right of Entry agreements from property owners prior to scheduling construction.
 - a. PG&E will provide the document for each property owner to complete and sign.
4. Provide a liaison for residents and property owners to contact with questions.
5. Waive permit fees.
6. Waive Inspection fees.
7. Facilitate a preliminary job walk with the liaison, building inspector and others.
 - a. Review PG&E's intended placement of new equipment required for conversions.
 - b. Clarify the inspection and permit requirements and timing, if necessary.
8. Provide information enabling the field crews to determine the location of property lines.
9. Disclose all special circumstances
 - a. For example: historic buildings, hazardous materials, environmental issues, burial grounds and other items that may affect the overhead-to-underground conversion.
10. Communicate with the property owners if additional work beyond the conversion will be required.
 - a. PG&E will pay for the work required to replace the existing overhead electric feed with a new underground feed only. The cost of any additional work required to bring the property up to current codes will be borne by others (property owner or Applicant).
 - b. The Applicant will communicate to the property owner all items that must be brought up to code in a timely manner, and all code issues will be managed by the Applicant.
11. Disclose work hours and days.
12. Agree prior to construction regarding the required notifications to residents and property owners.
13. Failure to complete the above requirements may result in construction delays.

PROJECT NAME: BROAD ST NEVADA CITY R20A

LOCATION: CORNER OF E BROAD ST AND W BROAD ST, CALIFORNIA

City: NEVADA CITY

Executed this _____ day of _____ 20__

City/County of: NEVADA CITY
Applicant

PACIFIC GAS AND ELECTRIC COMPANY

By: _____

By: _____

(Print or Type Name)

(Print or Type Name)

Program Manager

Title:

Title:

Mailing Address: _____

City/County of: _____

Letter of Streetlight Agreement

Dear valued customer,

As we approach the beginning of your Rule 20A project, one issue that you will need to address is your choice of the available streetlight options. The streetlights located within the Rule 20A project are currently (PG&E or community owned) and on Rate Schedule (LS1, LS2, LS3, streetlights OL1 outdoor lighting, TC1 traffic signals).

Rule 20A funding covers the costs of converting existing PG&E owned streetlight services on a one-for-one basis, but does not provide for the upgrading of facilities. Therefore, if the existing streetlights are on wood poles, the Rule 20A funding will cover the cost of providing an underground service and riser up the existing wood pole to the existing streetlight and the topping of the wood pole just above the streetlight.

You have the option under Rate Schedule LS1 (PG&E owned streetlights); to install new-galvanized steel streetlights that meet PG&E's standards or have PG&E install these new streetlights for you at your cost, in place of leaving the existing wood pole mounted streetlights. If you choose to have PG&E install these new streetlights standards the costs which you will be responsible for will include the installation and purchase of the new streetlight, replacement of any necessary landscaping, pavement and/or concrete and ITCC tax at a current rate of 34%. If you choose to install new streetlights that do not meet PG&E's standards, you may do so but PG&E will no longer own and maintain them.

If the existing streetlights are customer owned (rate schedule LS2 or LS3), you as the streetlight owner will be responsible for the cost to underground the streetlights. A portion of your streetlight undergrounding cost will include a share of the joint trenching costs (based on the conduit occupancy of the joint trench) and streetlight conduit installation costs should you choose to participate in the joint trench. When estimating begins we will provide you with an estimate of the approximate cost of this portion of your streetlight conversion costs for your budgeting purposes. You will also be responsible for any connection and removal costs associated with your customer owned streetlights. All of the provisions of customer owned streetlights also apply to traffic signals (rate schedule TC1) and outdoor lighting (rate schedule OL1).

Please note that the existing streetlights and supporting overhead electrical system cannot be removed prior to the new streetlights being installed and energized. If you are the streetlight owner or they are PG&E owned and you choose to perform the streetlight work yourself, then the new streetlights should be installed and ready to be energized prior to the completion of trenching. Streetlight standard leads times can be three to four months, so please coordinate your work to ensure the streetlights do not delay removal of the overhead system.



Please check the boxes below that represent how your community would like to proceed regarding streetlights.

- Streetlights will remain on existing wood poles.
- Install new galvanized steel streetlight poles at our expense.
- We choose to purchase and install our own new streetlights poles.
- We choose to participate in the joint trench installing our own streetlight conduit.
- We choose to participate in the joint trench, but would like PG&E to install our streetlight conduit.
- We choose not to participate in the joint trench, and instead will do our own trenching for streetlights.
- The current streetlights are in conflict with our road improvements and we would like PG&E to replace them on a one-for-one basis.

NOTE: LS1 = Owned & maintained by PG&E; LS2 = Customer owned & maintained or PG&E maintained; LS3 = Customer owned metered; OL1= Outdoor lighting private property; TC1 = Government owned metered traffic signals or signal lighting systems.

I request PG&E to proceed with the design of this project based on the above marked choices and understand I will have a chance to review the estimate prior to agreeing on any associated cost. If applicable, contracts will be executed based on the above decisions and associated cost.

City/County of: Nevada City
Applicant

PACIFIC GAS AND ELECTRIC COMPANY

By: _____

By: _____

(Print or Type Name)

(Print or Type Name)

Title:

Title:

Mailing Address:

City/County of:

Date: _____

Project Description: **Broad St Nevada City R20A**



**Wheelchair Access Consideration
Rule 20A**

Program Liaison
Keith Basque
PM #

PROJECT NAME: ___Broad St Nevada City R20A_____

LOCATION: _Corner of W Broad St and E Broad St_____, CALIFORNIA

Applicant: _Nevada City_____

Electric Rule 20, Section A1C of the tariff reads as follows:

Acknowledged that wheelchair access is in the public interest and will be considered as a basis for defining the boundaries of projects that otherwise qualify for Rule 20A under the existing criteria set forth in Section A(1)(a) above.

This agreement is to document the communication regarding this section of the tariff and note the outcome.

Based on the information above:

- Decided to leave the boundary the same.
- Allocations do not allow expansion of the boundary.
- The wheelchair access will be part of the road improvement project.
- Other/Comments
Comments: _____

- Project boundary was expanded to accommodate wheelchair access.
Comments: _____

City/County of : _Nevada City_____
Applicant

PACIFIC GAS AND ELECTRIC COMPANY

By: _____

By: _____

(Print or Type Name)

(Print or Type Name)

Title:

Title:

Date

Date

**CITY OF NEVADA CITY
DRAFT ACTION MINUTES
REGULAR CITY COUNCIL MEETING OF SEPTEMBER 28, 2016**

NOTE: This meeting is available to view on the City's website www.nevadacityca.gov – Go to Quick Links and Click on Agendas & Minutes and find the Archived Videos in the middle of the screen. Select the meeting date and Click on Video to watch the meeting. For website assistance, please contact Corey Shaver, Deputy City Clerk at (530) 265-2496, ext 133.

- City Council Meetings are available on DVD. To order, contact City Hall - cost is \$15.00 per DVD.
- Closed Session Meetings are not recorded.

CLOSED SESSION MEETING – 6:00 PM

Pursuant to Government Code Section 54956.9(d)(2) the City Attorney is requesting a closed session regarding significant exposure to litigation in one potential case.

Action: Staff to proceed as directed.

REGULAR MEETING – 6:30 PM - Call to Order

Roll Call: Present: Moberg, Parker, Senum, Vice Mayor Strawser & Mayor Phelps

PLEDGE OF ALLEGIANCE

PROCLAMATION: None

PRESENTATION: None

1. BUSINESS FROM THE FLOOR-PUBLIC COMMENT (Per Government Code Section 54954.3)

Please refer to the meeting video on the City's website at www.nevadacityca.gov.

2. COUNCIL MEMBERS REQUESTED ITEMS AND COMMITTEE REPORTS:

Please refer to the meeting video on the City's website at www.nevadacityca.gov for additional comments.

3. CONSENT ITEMS:

- A. Subject:** Fire Activity Report – August 2016
Recommendation: Receive and file.
- B. Subject:** Award Contract to Dokken Engineering for Phases 2 and 3 Bridge Design, for Nevada Street Bridge Over Deer Creek
Recommendation: Pass Resolution 2016-XX to Award a Contract for a Fixed Price, Not to Exceed Amount of \$184,280.44 for Professional Engineering Services, Phases 2 and 3 Bridge Design, for Nevada Street Bridge over Deer Creek based on hourly labor, and other rates set forth in CONSULTANT's Cost Proposal, to Dokken Engineering of Folsom, CA and Authorize Mayor to sign.
- C. Subject:** Agreement with Stantec Consulting Services, Inc. for Wastewater Treatment Plant NPDES Permit Renewal Application Assistance
Recommendation: Pass a Motion authorizing Mayor to sign professional services agreement with Stantec Consulting Services, Inc. in an amount not to exceed \$24,400 to assist with preparation of the City's National Pollution Discharge Elimination System (NPDES) Permit renewal application.

Action: Motion by Strawser, seconded by Parker to Consent Calendar as presented.
(Approved 5 – 0)

4. APPROVAL OF ACTION MINUTES:

- A. City Council Meeting – September 14, 2016

Action: Motion by Parker, seconded by Strawser to approve the September 14, 2016 Minutes as presented.
(Approved 5 – 0)

5. DEPARTMENT REQUESTED ACTION ITEMS AND UPDATE REPORTS:

6. PUBLIC HEARINGS:

- A. **Subject:** Public Hearing of Appeal of Planning Commission Decision to Deny the Architectural Review Application of Charlotte Dewar to Construct a Front Entry Façade on the Accessory Building located at 254 Boulder Street
Recommendation: After holding a public hearing, Council shall make a decision whether to uphold, overturn, or modify the Planning Commission decision to deny the Architectural Review Application.

Action: Motion by Parker, seconded by Moberg to uphold the Planning Commission denial of the Charlotte Dewar Architectural Review Application to construct a front entry façade on the Accessory Building located at 254 Boulder Street.
(Approved 4 – 0, Strawser Abstaining)

7. OLD BUSINESS:

8. NEW BUSINESS:

- A. **Subject:** Options for Permitting a Medical Marijuana Dispensary to Locate and Operate within the City; Conduct Research and Develop Regulatory Options Related to Other Business Operations Permitted by the California Medical Cannabis Regulation and Safety Act
Recommendation: Refer a draft ordinance to the Planning Commission for their review and recommendation; direct Staff to research and develop ordinance options and recommendations related to other business operations permitted by California’s Medical Cannabis Regulation and Safety Act.

Action: Motion by Strawser, seconded by Parker, to refer a draft ordinance to the Planning Commission for their review and recommendation; direct Staff to research and develop ordinance options and recommendations related to other business operations permitted by California’s Medical Cannabis Regulation and Safety Act.
(Approved 5 – 0)

9. CORRESPONDENCE:

10. ANNOUNCEMENTS:

11. CITY MANAGER’S REPORT:

City Manager Prestwich announced the third Measure C Public Information Open House will be held Tuesday, October 4, 2016 from 6:30pm – 8:00pm at City Hall. Prestwich indicated the City’s website (www.nevadacityca.gov) includes an abundance of information related to Measure C and dates for the final two open houses.

12. ADJOURNMENT – 8:25 p.m.

Evans Phelps, Mayor

ATTEST:

Niel Locke, City Clerk

**CITY OF NEVADA CITY
DRAFT ACTION MINUTES**

SPECIAL CITY COUNCIL MEETING

SEPTEMBER 29, 2016

**City Hall
317 Broad Street
Nevada City, CA 95959**

SPECIAL MEETING – 2:00 PM - Call to Order

Roll Call:

Council Members Present: Moberg, Parker, Senum, Mayor Phelps
Absent: Vice Mayor Strawser (arrived at beginning of Closed Session meeting)

1. Presentation of Deer Creek Parkway Proposal – Izzy Martin, CEO, Sierra Fund
2. Tour of Deer Creek Environs affected by Deer Creek Parkway Proposal of Sierra Fund (APN 05-100-69 and 97) via Old Downieville Highway, Champion Road and foot paths – [Directions available at meeting.]

Action: Izzy Martin presented an overview of the Deer Creek Parkway Proposal.

CLOSED SESSION MEETING

1. Pursuant to Government Code Section 54956.8 Real Property Transactions: Closed meeting with negotiators, City Manager Mark Prestwich, Contract City Attorney Hal DeGraw to participate in negotiations with representatives of Sierra Fund regarding purchase and/or terms of acquisition of property identified as APN 05-100-69 and 97 (portions).

Action: Staff was directed to proceed with exploring options related to acquisition of property identified as APN 05-100-69 and 97 (portions).

Adjournment – 4:45 p.m.

Evans Phelps, Mayor

ATTEST:

Niel Locke, City Clerk

REPORT TO CITY COUNCIL

City of Nevada City
317 Broad Street
Nevada City, CA 95959
www.nevadacityca.gov

October 12, 2016

TITLE: Monthly Update on City Council Six-Month Strategic Objectives

RECOMMENDATION: Receive and file.

CONTACT: Mark Prestwich, City Manager

BACKGROUND/DISCUSSION: On August 25, 2016, the City Council, Planning Commission and executive staff held a planning retreat to discuss City goals. New three-year goals and six-month strategic objectives to guide the organization were reviewed by the City Council on September 14.

Consistent with the City Council's direction, a monthly status report has been prepared to provide an update on attainment of the Council's six-month objectives. The attached grid outlines the status of each objective and, where appropriate, includes comments to provide additional information about select objectives.

ENVIRONMENTAL CONSIDERATIONS: None.

FINANCIAL CONSIDERATIONS: Not applicable.

ATTACHMENT:

- ✓ 6-Month Strategic Objectives Grid

**NEVADA CITY
SIX-MONTH STRATEGIC OBJECTIVES**

August 25, 2016 – February 15, 2017

THREE-YEAR GOAL: <i>Enhance and maintain the infrastructure and facilities</i>						
WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. By February 15, 2017	Planning Director and Planning Commissioner Skyler Moon	Identify rules and regulations (e.g., streets, trees, sidewalks) for the public and how to simplify them to be more user friendly for citizens and merchants and present recommendations for action to the Planning Commission and City Council.		X		
2. By February 15, 2017	Public Works Superintendent and City Engineer (co-leads) and Council Member Duane Strawser	Identify opportunities and recommend to the City Manager and City Council for action a plan to improve pedestrian friendly environments.		X		
3. By February 15, 2017	Council Member Duane Strawser, Public Works Superintendent and City Engineer	Develop draft maps and schematics and hold community workshops to obtain feedback regarding improved citywide public parking options and present the results to the Planning Commission, City Manager and City Council.		X		
4. By February 15, 2017, contingent upon funding	City Engineer	Procure contractors for reconstruction of the swimming pool shell.		X		
5. By February 15, 2017	Assistant City Manager (lead), Public Works Superintendent and City Engineer, with input from the Department Heads	Develop and present to the City Council for action an updated Capital Improvement Plan.		X		

THREE-YEAR GOAL: *Improve and manage fiscal stability and sustainability*

WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. By November 8, 2016	Mayor Evans Phelps, working with the City Manager and Executive Team	Provide public information at Public Safety Open Houses related to Measure C.		X		Three of five Measure C Open Houses have been held. Additional open houses scheduled for Oct 15 & Nov 1.
2. By January 15, 2017 and quarterly thereafter	Assistant City Manager and City Engineer	Report to the City Council the steps to complete a full AB1600 study tied to the citywide Capital Improvement Plan.		X		
3. By February 1, 2017	City Manager	Present to the City Council a Hotel Incentive Program for consideration.		X		Currently planned for introduction at November 9 Council Meeting.
4. By February 15, 2017	Assistant City Manager, in consultation with the Department Directors	Recommend to the City Council for consideration an updated citywide fee structure for non-Enterprise services.		X		

THREE-YEAR GOAL: <i>Reduce homelessness and transient population</i>						
WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. At the October 26, 2016 City Council meeting	City Planner	Coordinate a County Social Services representative presentation to the City Council regarding a County Homeless Needs Assessment, including mental health needs and services.		X		Invitation has been extended.
2. At the November 9, 2016 City Council meeting	Council Members Duane Strawser and Reinette Senum, working with the Police Chief and with input from the homeless and non-profit organizations at a town hall meeting	Develop a plan to reduce homelessness and present to the City Council.		X		Initial planning meeting held
3. By December 15, 2016	City Council (Reinette Senum-lead)	Consider establishment of a Homeless Advocacy Group to work with other groups and to lobby the State for programs and funding to reduce homelessness.		X		
4. By February 15, 2017	City Planner (lead), Council Member Reinette Senum and Police Chief	Identify potential parameters (e.g., size, costs, zoning, building permits) for a Tiny House Pilot Program and present recommendations/options to the City Council for action.		X		
5. By February 15, 2017	Police Chief and Council Member Reinette Senum, working with Cal Growers	Identify resources (e.g., quality of life issues, lodging) and the enforcement processes for the transient population and update and distribute the information fliers to transients and businesses.		X		

THREE-YEAR GOAL: *Increase community awareness and involvement*

WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. Beginning in October 2016 and bimonthly thereafter	Each Department Head	Present to the City Manager and Supervisor of Parks and Recreation a list of their department's activities for possible inclusion in the City newsletter (included in the water bill) and the City website to inform the public about the activities of the City.		X		
2. By October 15, 2016	Each Department Head	Identify and present to the City Manager and City Council for direction regarding implementation by volunteers at least one area where volunteers can help the City and what they are needed to do.	X			Presentation at October 12, 2016 meeting.
3. By December 15, 2016	City Manager and Management Team	Prioritize volunteer areas for implementation, distribute the activities to appropriate departments or organizations and identify options for development of a Volunteer Program.		X		
4. By February 15, 2017	City Manager and Council Member David Parker	Develop and present to the City Council a Community Awareness Program to increase awareness and the number of volunteers for the City.		X		Initial planning meeting held Sept. 16.

REPORT TO CITY COUNCIL

City of Nevada City
317 Broad Street
Nevada City, CA 95959
www.nevadacityca.gov

October 12, 2016

TITLE: Participation in two additional Property Assessed Clean Energy (PACE) programs: mPower and Ygrene

RECOMMENDATION:

1. Approve and authorize the mayor to sign on behalf of the City of Nevada City a JPA amendment to join as an Associate Member the Sierra Valley Energy Authority for administration of the mPower program
2. Approve and authorize the mayor to sign on behalf of the City of Nevada City an Administrative Services Agreement with the Sierra Valley Energy Authority for the Administration of the AB 811 Property Assessed Clean Energy (PACE) Program (mPower)
3. Adopt Resolution 2016-XX consenting to inclusion of Nevada City within the mPower program to finance distributed generation renewable energy sources, energy and water efficiency improvements, and electric vehicle charging infrastructure.
4. Adopt Resolution 2016-XX consenting to Inclusion of Properties within the City's Incorporated Area in CHF Community Facilities District No. 2014-1 (Clean Energy) to Finance Renewable Energy Generation, Energy Efficiency, Water Conservation and Electric Vehicle Charging Infrastructure Improvements and approving associate membership in CHF (SB 555)
5. Adopt Resolution 2016-XX consenting to Inclusion of Properties within the City's Incorporated Area in the CHF PACE Program to Finance Renewable Energy Generation, Energy and Water Efficiency Improvements and Electric Vehicle Charging Infrastructure and approving associate membership in CHF (AB 811)
6. Approve and authorize the mayor to sign on behalf of the City of Nevada City an Amended and Restated Joint Exercise of Powers Agreement with California Home Finance Authority

CONTACT: Amy Wolfson, City Planner

BACKGROUND / DISCUSSION:

SB 555 Community Service Districts: Senate Bill 555 amended the Mello-Roos Community Facilities Act, set forth in sections 53311 through 53368.3 of the California Government Code and particularly in accordance with sections 53313.5(l) and 53328.1(a) ("Mello-Roos Act"), to allow for the creation of Community Facilities Districts ("CFDs") for the purpose of financing or refinancing the acquisition, installation, and improvement of energy efficiency, water conservation, renewable energy and electric vehicle charging infrastructure improvements permanently affixed to private or publicly-owned real property.

AB 811 PACE Contractual Assessment Program: By the passage of Assembly Bill 811, the California State Legislature added Chapter 29 to the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code. This legislation authorized cities and counties to establish voluntary contractual assessment programs for the purpose of financing private property improvements that promote renewable energy generation, energy and water efficiency and electric vehicle charging infrastructure.

As with the SB 555 CFD, properties can be annexed into the AB 811 PACE program and be subject to the property tax assessment that is imposed to repay project financing only if the Council adopts a resolution consenting to the inclusion of parcels in the incorporated

areas of the City within the program and each participating owner consents in writing to the annexation of its property into the PACE program.

Previously Adopted Program: The City has previously approved participation in another PACE program in May of this year called the Home Energy Renovation Opportunity (HERO). Inclusion of the city within two additional PACE programs, to be administered as Ygrene and mPower by their respective JPAs, provides more options for property owners to make energy efficiency improvements. It will not add to or require any additional responsibilities for the City. Offering a variety of options to Nevada City citizens through the adoption of multiple PACE programs could encourage participation in PACE programs overall by providing a range of programs from which to choose.

Energy Action Plan: Among the goals of Nevada City's Energy Action Plan, adopted by City Council in May 2015, is an effort to increase energy efficiency of existing structures throughout the city. Approximately 80% of the city's housing stock was built prior to current building code standards that promote energy efficient construction practices. This presents a tremendous opportunity for the city to drastically improve its energy efficiency through voluntary building improvements, including solar installation, appliance upgrades, window replacement, and other similar improvements. PACE programs will incentivize these types of improvements through attractive financing availability and will therefore further the goals of the Energy Action Plan.

TWO PROPOSED PACE PROGRAMS:

Like HERO (previously adopted), the mPOWER program involves a JPA as the program administrator and requires the City to execute 1) a JPA amendment to join as an associate member (Exhibit A) and 2) a service agreement setting forth the programs they would make available (Exhibit B), together with 3) a resolution of approval (Exhibit C). The Ygrene PACE proposal also involves a JPA that the city needs to join as an associate member to participate, but rather than signing a JPA amendment and a separate service agreement, it requires that the city approve the program by adopting two Resolutions for the administration of two programs as discussed further below (Exhibits D and E) and unilaterally signing the Amended and Restated Joint Exercise of Powers Agreement as an Associate member (Exhibit F) and allows the Executive Director to have authority to approve the addition.

Both HERO and mPOWER provide financing programs pursuant to AB 811. The Ygrene PACE proposal involves not only an AB 811 PACE Contractual Assessment Program (in the process of validation), like HERO & mPOWER, but also an SB 555 PACE Community Facilities District option and requires two Resolutions to authorize both options.

The practical difference between the above bills has to do with their financing structure. SB 555 allows the tax lien to be levied on the property title on an annual basis consistent with the Mello-Roos Act financing structure. AB 811 requires that the entire lien be levied on the property title until fully paid off.

mPower Program: On April 26, 2016, the Nevada County Board of Supervisors approved resolutions to become a member of the Sierra Valley Energy Authority, the agency that governs Placer County's mPOWER Program. Grass Valley and Truckee have also approved resolutions to become a member of the Sierra Valley Energy Authority for the administration of the mPOWER PACE Program. By providing a Property Assessed Clean Energy Program through mPOWER, Nevada City assures its constituents will have a PACE program consistent with the County program, including the same level of protection, support and customer service. mPOWER provides a financing structure pursuant to AB 811 which places the entire lien on the property title.

Ygrene Program: California Home Finance Authority ("CHF")¹, has established two

¹ CHF is presently in the process of formally changing its name to Golden State Finance Authority and is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government

Property Assessed Clean Energy (“PACE”) programs. CHF contracts with Ygrene Energy Fund CA LLC (Ygrene) to serve as the program administrator and to operate the Ygrene Works for California PACE financing program.

Although CHF is implementing only the SB 555 PACE program at this time, CHF chose to form, validate and maintain both the SB 555 and AB 811 programs offerings to ensure that the "Ygrene Works for California" program remains the most innovative, cost effective and most secure PACE program in the state. Should market conditions, consumer demand and/or legislative changes affect one PACE program more than another, CHF has the flexibility to offer the program that best supports CHF's vision of service without any interruption to participating counties and cities and their property owners. CHF intends to maximize the benefits of both program offerings. Therefore, CHF has established two PACE programs under the legislative authority of the two separate California PACE laws, hence the two resolutions to enact the two Ygrene programs pursuant to SB 555 and AB 811 respectively.

CEQA CONSIDERATION: Adoption of these PACE programs is not a “project” pursuant to Section 15060(c)(3) under the California Environmental Quality Act (CEQA), because the Resolutions do not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title 14, California Code of Regulations, Section 15378(b)(4)).

FINANCIAL CONSIDERATIONS: There are no fiscal impacts associated with the recommended actions. There is no cost to the City to become an associate member of the JPAs or by opting into the PACE programs described in this report. The City will have no administrative responsibilities, marketing obligations, or financial obligations associated with the PACE program.

ATTACHMENTS:

Exhibit A – Associate Member Amendment To The Joint Exercise Of Powers Agreement with the Sierra Valley Energy Authority (SVEA) (mPower)

Exhibit B – SVEA Service Agreement (mPower)

Exhibit C – Resolution 2016-XX consenting to inclusion of Nevada City within the mPower Program

Exhibit D – Resolution 2016-XX Approving associate membership in CHF pursuant to AB 811 (Ygrene)

Exhibit E – Resolution 2016-XX Approving associate membership in CHF pursuant to SB 555 (Ygrene)

Exhibit F – CHF Authority Amended and Restated Joint Exercise of Powers Agreement (Ygrene)

Exhibit G – PACE Comparison Matrix

**ASSOCIATE MEMBER AMENDMENT TO THE JOINT EXERCISE
OF POWERS AGREEMENT FOR THE ESTABLISHMENT OF THE
SIERRA VALLEY ENERGY AUTHORITY (MPOWER PROGRAM)**

This Associate Member Amendment to the Joint Exercise of Powers Agreement for the Establishment of the Sierra Valley Energy Authority (mPOWER Program) ("Authority Agreement Amendment") is made and entered into on the _____ day of _____, 20____, by Nevada City ("Local Agency") and the Sierra Valley Energy Authority ("Authority"; together with the Associate Member, the "Parties").

RECITALS

WHEREAS, Authority is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the "Joint Exercise of Powers Act") and the Joint Exercise of Powers Agreement for the Establishment of the Sierra Valley Energy Authority, effective as of September 9, 2015, as amended from time to time (the "Authority Agreement").

WHEREAS, the Authority was established by the County of Placer ("County of Placer") and the City of Colfax ("City of Colfax") and the County of Placer and the City of Colfax are referred to as the "Regular Members" in this Authority Agreement Amendment.

WHEREAS, Chapter 29 of The Improvement Act of 1911, being Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code (as now enacted or as such legislation may be amended from time to time, "Chapter 29") authorizes certain local agencies to establish voluntary contractual assessment programs, commonly referred to as a Property Assessed Clean Energy ("PACE") program, to fund certain renewable energy sources, energy and water efficiency improvements, electric vehicle charging infrastructure and seismic strengthening improvements that are permanently fixed to residential, commercial, industrial, agricultural or other real property; and

WHEREAS, Authority intends to establish a PACE program to be known as the "mPOWER Program" pursuant to Chapter 29, which will authorize the implementation of a PACE financing program for cities and county throughout the State and the financing of the improvements specified from time to time in Chapter 29 ("Improvements"); and

WHEREAS, Local Agency desires to allow owners of property within its jurisdiction to participate in the mPOWER Program and to allow Authority to conduct proceedings under Chapter 29 to finance Improvements to be installed on such properties; and

WHEREAS, this Authority Agreement Amendment will permit Local Agency to become an Associate Member of Authority and to authorize the implementation of such program within the jurisdiction of Local Agency; and

WHEREAS, pursuant to the Joint Exercise of Powers Act, the Parties are approving this Authority Agreement Amendment to allow for the provision of PACE services, including the operation of a PACE financing program, within the jurisdictional territory of Local Agency; and

WHEREAS, the Authority Agreement Amendment sets forth the rights, obligations and duties of Local Agency and Authority with respect to the implementation of the mPOWER Program within the jurisdictional territory of Local Agency.

MUTUAL UNDERSTANDINGS

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter stated, the Parties hereto agree as follows:

A. Authority Agreement Amendment.

1. The Authority Agreement. Local Agency agrees to the terms and conditions of the Authority Agreement, attached.

2. Associate Membership. By adoption of this Authority Agreement Amendment, Local Agency shall become an Associate Member of Authority on the terms and conditions set forth herein and the Authority Agreement and consistent with the requirements of the Joint Exercise of Powers Act. The rights and obligations of Local Agency as an Associate Member are limited solely to those terms and conditions expressly set forth in this Authority Agreement Amendment for the purposes of implementing the mPOWER Program within the jurisdictional territory of Local Agency. Except as expressly provided for by this Authority Agreement Amendment, Local Agency shall not have any rights otherwise granted to Authority's Regular Members by the Authority Agreement, including but not limited to the right to vote on matters before the Governing Body, the right to amend or vote on amendments to the Authority Agreement, and the right to sit on committees or boards established under the Authority Agreement or by action of the Governing Body, nor shall Local Agency have any of the obligations otherwise imposed on Authority's Regular Members. Local Agency shall not be considered a member for purposes of the first sentence of Section 18 of the Authority Agreement.

3. Rights of Authority. This Authority Agreement Amendment shall not be interpreted as limiting or restricting the rights of Authority under the Authority Agreement. Nothing in this Authority Agreement Amendment is intended to alter or modify the mPOWER Program administered by Authority within the jurisdictions of its Regular Members, or any other programs administered now or in the future by Authority, all as currently structured or subsequently amended.

B. Implementation of mPOWER Program within Local Agency Jurisdiction.

1. Boundaries of the mPOWER Program within Local Agency Jurisdiction. Local Agency shall determine and notify Authority of the boundaries of the jurisdictional territory within Local Agency's jurisdiction within which contractual assessments may be entered into under the mPOWER Program (the "Program Boundaries"), which boundaries may include the entire jurisdictional territory of Local Agency or a lesser portion thereof.

2. Determination of Improvements Financed by the mPOWER Program. Authority shall from time to time determine the types of Improvements that will be eligible to be financed under the mPOWER Program.

3. Establishment of mPOWER Program. Authority will undertake such proceedings pursuant to Chapter 29 as shall be legally necessary to enable Authority to make contractual financing of Improvements available to eligible property owners within the Program Boundaries.

4. Financing the Installation of Improvements. Authority shall develop and implement a plan for the financing of the purchase and installation of the Improvements under the mPOWER Program.

5. Ongoing Administration. Authority shall be responsible for the ongoing administration of the mPOWER Program, including but not limited to producing education plans to raise public awareness of the mPOWER Program, soliciting, reviewing and approving applications from residential and commercial property owners participating in the mPOWER Program, establishing contracts for residential, commercial and other property owners participating in such program, establishing and collecting assessments due under the mPOWER Program, adopting and implementing any rules or regulations for the mPOWER Program, and providing reports as required by Chapter 29.

Local Agency will not be responsible for the conduct of any proceedings required to be taken under Chapter 29; the levy or collection of assessments or any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of any bonds or other financing instruments issued in connection with the mPOWER Program.

6. Phased Implementation. The Parties recognize and agree that implementation of the mPOWER Program as a whole can and may be phased as additional local agencies execute similar agreements. Local Agency entering into this Authority Agreement Amendment will obtain the benefits of and incur the obligations imposed by this Authority Agreement Amendment in its jurisdictional area, regardless of whether other local agencies enter into similar agreements.

C. Miscellaneous Provisions.

1. Withdrawal. Local Agency or Authority may withdraw from this Authority Agreement Amendment upon six (6) months written notice to the other party; provided, however, there is no outstanding indebtedness of Authority within Local Agency. The provisions of Section 13 of the Authority Agreement shall not apply to Local Agency. Local Agency may withdraw approval for conduct of the mPOWER Program within the jurisdictional limits of Local Agency upon thirty (30) days written notice to Authority without liability to the Authority or any affiliated entity. Local Agency withdrawal shall not affect the validity of any voluntary assessment contracts (a) entered prior to the date of such withdrawal or (b) entered into after the date of such withdrawal so long as the applications for such voluntary assessment contracts were submitted to and approved by Authority prior to the date of Local Agency's notice of withdrawal.

2. Indemnification and Liability. Authority shall defend, indemnify and hold Local Agency and its directors, officials, officers, employees and agents free and

harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of the willful misconduct or negligent acts, errors or omissions of the Authority or its directors, officials, officers, employees and agents in connection with the mPOWER Program administered under this Authority Agreement Amendment, including without limitation the payment of expert witness fees and attorney's fees and other related costs and expenses, but excluding payment of consequential damages, provided that the Authority shall not be required to defend or indemnify Local Agency and its directors, officials, officers, employees and agents for Local Agency's sole negligence or willful misconduct.

In no event shall any of Authority's Regular Members, Associate Members or their officials, officers or employees be held individually liable for any damages or liability resulting out of this Authority Agreement Amendment.

3. Environmental Review. Authority shall be the lead agency under the California Environmental Quality Act for any environmental review that may be required in implementing or administering the mPOWER Program under this Authority Agreement Amendment.

4. Cooperative Effort. Local Agency shall cooperate with Authority by providing information and other assistance in order for Authority to meet its obligations hereunder. Local Agency recognizes that one of its responsibilities related to the mPOWER Program will include any permitting or inspection requirements as established by Local Agency.

5. Notice. Any and all communications and/or notices in connection with this Authority Agreement Amendment shall be either hand-delivered or sent by United States first class mail, postage prepaid, and addressed as follows:

Authority:

Sierra Valley Energy Authority
c/o Placer County Treasurer-Tax Collector
2976 Richardson Drive
Auburn, CA 95603

Local Agency:

Nevada City
317 Broad Street
Nevada City, CA 95959
Attn: Nevada City Clerk

6. Entire Agreement. This Authority Agreement Amendment, together with the Authority Agreement, constitutes the entire agreement among the Parties pertaining to the subject matter hereof. This Authority Agreement Amendment supersedes any and all other agreements, either oral or in writing, among the Parties with respect to the subject matter hereof and contains all of the covenants and agreements among them with respect to said matters, and each Party acknowledges that no representation, inducement, promise of

agreement, oral or otherwise, has been made by the other Party or anyone acting on behalf of the other Party that is not embodied herein.

7. Successors and Assigns. This Authority Agreement Amendment and each of its covenants and conditions shall be binding on and shall inure to the benefit of the Parties and their respective successors and assigns. A Party may only assign or transfer its rights and obligations under this Authority Agreement Amendment with prior written approval of the other Party, which approval shall not be unreasonably withheld.

8. Attorney's Fees. If any action at law or equity, including any action for declaratory relief is brought to enforce or interpret the provisions of this Agreement, each Party to the litigation shall bear its own attorney's fees and costs.

9. Governing Law This Authority Agreement Amendment shall be governed by and construed in accordance with the laws of the State of California, as applicable.

10. No Third Party Beneficiaries. This Authority Agreement Amendment shall not create any right or interest in the public, or any member thereof, as a third party beneficiary hereof, nor shall it authorize anyone not a Party to this Authority Agreement Amendment to maintain a suit for personal injuries or property damages under the provisions of this Authority Agreement Amendment. The duties, obligations, and responsibilities of the Parties to this Authority Agreement Amendment with respect to third party beneficiaries shall remain as imposed under existing state and federal law.

11. Severability. In the event one or more of the provisions contained in this Authority Agreement Amendment is held invalid, illegal or unenforceable by any court of competent jurisdiction, such portion shall be deemed severed from this Authority Agreement Amendment and the remaining parts of this Authority Agreement Amendment shall remain in full force and effect as though such invalid, illegal, or unenforceable portion had never been a part of this Authority Agreement Amendment.

12. Headings. The paragraph headings used in this Authority Agreement Amendment are for the convenience of the Parties and are not intended to be used as an aid to interpretation.

13. Amendment. This Authority Agreement Amendment may be modified or amended by the Parties at any time. Such modifications or amendments must be mutually agreed upon and executed in writing by both Parties. Verbal modifications or amendments to this Authority Agreement Amendment shall be of no effect.

14. Effective Date. This Authority Agreement Amendment shall become effective upon the execution thereof by the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this Authority Agreement Amendment to be executed and attested by their officers thereunto duly authorized as of the date first above written.

SIERRA VALLEY ENERGY AUTHORITY

By: _____
Chair
Sierra Valley Energy Authority

Date: _____

NEVADA CITY

By: _____
Title:

Date: _____

**JOINT EXERCISE OF POWERS AGREEMENT
FOR THE ESTABLISHMENT OF THE
SIERRA VALLEY ENERGY AUTHORITY**

THIS Joint Exercise of Powers Agreement (hereafter "Agreement"), effective as of the date set forth in Section 3, by and between the COUNTY OF PLACER, a political subdivision of the State of California (the "County") and the CITY OF COLFAX, a general law city and municipal corporation (the "City"), establishes the SIERRA VALLEY ENERGY AUTHORITY (the "Authority").

RECITALS:

- A. Whereas, each of the parties to this Agreement has a vested interest in clean energy growth and development, resource conservation and the economic well-being of its respective jurisdiction and the region as a whole; and,
- B. Whereas, each of the parties to this Agreement desires to enter into this Agreement to provide for assistance with programs that foster clean energy growth and development, resource conservation and the economic well-being of its respective jurisdiction and the region as a whole.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions herein, the parties hereto agree to establish a joint powers authority as follows:

Section 1. Parties; Authority for this Joint Exercise of Powers Agreement

The parties to this Agreement shall be the County, the City and each public agency that has executed or hereafter executes this Agreement, or any addenda, amendment, or supplement thereto and agrees to become a party to this Agreement, and which has not, pursuant to provisions hereof, withdrawn therefrom. Only the parties identified in this section and Associate Members approved under Section 4 of this Agreement, if any, shall be considered contracting parties to this Agreement under Government Code section 6502, provided that the rights of any Associate Member under this Agreement shall be limited solely to those rights expressly set forth in a PACE Agreement authorized in Section 4 of this Agreement.

This Agreement is made pursuant to Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, commencing with Section 6500 (the "Act") and relates to the joint exercise of power common to the parties to this Agreement and the exercise of additional powers granted under the Act.

Section 2. Creation of Authority

The Authority is hereby created as an authority and public entity under the Act. As provided in the Act, the Authority shall be a public entity separate from the parties to this Agreement. The debts, liabilities and obligations of the Authority shall not constitute

debts, liabilities or obligations of the parties to this Agreement.

Within 30 days after the effective date of this Agreement or any amendment hereto, the Authority will cause a notice of this Agreement or amendment to be prepared and filed with the office of the Secretary of State of the State in the manner set forth in sections 6503.5 of the Act. Such notice shall also be filed with the office of the Controller of the State.

Section 2. Purpose of Agreement

The purpose of the Agreement is to create a separate public entity to provide assistance to the parties to this Agreement with the development and implementation of public and private sector energy and resource development and conservation programs under which local water, energy and economic development needs and goals will be determined, and infrastructure programs will be planned, developed and administered, and with the financing and refinancing of capital improvement projects of the parties to this Agreement and the financing of working capital for the parties to this Agreement.

Section 3. Term

This Agreement shall become effective upon execution by all of the parties hereto and shall continue in full force and effect until terminated in the manner herein provided.

Section 4. Powers

The Authority shall have any and all common powers of the parties to this Agreement, and the powers separately conferred by law upon the Authority. All such powers, whether common to the parties or separately conferred by law upon the Authority, are specified as powers of the Authority except any such powers that are specifically prohibited to the Authority by applicable law. The Authority's exercise of its powers is subject to the restrictions upon the manner of exercising the powers of the City.

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

- A. Develop and implement comprehensive energy and resource development and conservation programs within the jurisdiction of the parties to this Agreement under which local energy needs and goals will be determined by input from the parties to this Agreement, and with assistance of energy development and resource conservation programs, through which energy and infrastructure programs and enterprises will be planned, conducted, evaluated and implemented.
- B. Act as grant recipient, fiscal agent and administrative entity for any available federal, state, local or private sector programs, and disburse and account for funds so received.
- C. Make and enter into contracts necessary for day to day operation of the Authority, employ agents and employees, including contracts for the

services of engineers, attorneys, planners, financial and energy industry consultants and other service providers.

- D. Acquire, lease, rent, construct, manage, maintain, hold or dispose of property, real, financial or personal, including buildings, public works or improvements, equipment, material and supplies and other assets.
- E. Incur debts, liabilities, obligations and to issue bonds, and to make and enter into agreements and other documents of any nature whatsoever as may be necessary or convenient in the exercise of the powers provided under the Act. Any bonds, including the principal and any purchase price thereof, and the interest and premium, if any, thereon, shall be special obligations of the Authority payable solely from, and secured solely by, the revenues, funds and other assets pledged therefor under the applicable indentures or similar such agreements, and shall not constitute a charge against the general credit of the Authority. The bonds shall not be secured by a legal or equitable pledge of, or lien or charge upon or security interest in, any property of the Authority or any of its income or receipts except the property, income and receipts pledged therefor under the applicable indentures or similar such agreements. The bonds shall not constitute a debt, liability or obligation of the State or any public agency thereof, including the parties to this Agreement, other than the special obligation of the Authority as described above. Neither the faith and credit nor the taxing power of the State or any public agency thereof, including the parties to this Agreement, shall be pledged to the payment of the principal or purchase price of, or the premium, if any, or interest on the bonds nor shall the State or any public agency or instrumentality thereof, including the parties to this Agreement, in any manner be obligated to make any appropriation for such payment. The approval of the Governing Board shall be required for the Authority to incur debts, liabilities and obligations or to issue bonds, but the approval of the parties to this agreement shall not be required.
- F. Establish and operate one or more programs for the financing and refinancing of distributed generation renewable energy, energy efficiency and water efficiency improvements (each, a "PACE program") pursuant to Chapter 29 of the Improvement Bond Act of 1911, Division 7 of the California Streets and Highways Code or other applicable law, and to enter into one or more agreements, including without limitation, participation agreements, implementation agreements and joint powers agreements and amendments thereto to fulfill such programs both within and outside the jurisdictional boundaries of the Authority.
- G. Establish an "Associate Member" status that provides membership in the Authority to local jurisdictions that are outside the Authority's original jurisdictional boundaries, but within whose boundaries a PACE program will be established and implemented by the Authority. Said local

jurisdictions shall become Associate Members of the Authority by adopting one or more agreements or amendments of this Agreement (the "PACE Agreements") on terms and conditions established by the Authority. The rights of Associate Members shall be limited solely to those terms and conditions expressly set forth in the PACE Agreements for the purposes of implementing the PACE program within their jurisdictional boundaries. Except as expressly provided for by the PACE Agreements, Associate Members shall not have any rights otherwise granted to the members of the Authority by this Agreement, including but not limited to the right to vote, the right to amend this Agreement and the right to sit on committees or boards established under this Agreement.

- H. Monitor, evaluate and take corrective action concerning performance specified in any agreement, and contracts or agreements into which the Authority has entered and evaluate the effectiveness of individual programs.
- I. Adopt, promulgate and enforce such bylaws, rules and regulations as the Authority deems necessary for operation and management of the Authority and implementation of the programs.
- J. Invest any money pursuant to Section 6505.5 of the Act which is not required for the immediate necessities of the Authority, as the Authority determines is advisable in the same manner and upon the same conditions as local agencies, pursuant to Section 53601 of the California Government Code.
- K. Sue or be sued in its own name.

Section 5. Governing Body; Officers

- A. Membership. Except as provided below, the Governing Body of the Authority shall be a five (5) member Board, consisting of one member of the Board of Supervisors that is appointed by the Board of Supervisors, the County Executive Officer for the County, one member of the City Council that is appointed by the City Council, the City Manager for the City and the Placer County Treasurer-Tax Collector.

Each of the Board of Supervisors from the County and the City Council from the City shall also appoint not less than one alternate member. The term of office of each Governing Body member and alternate(s) appointed by the Board of Supervisors or the City Council, as applicable, may be terminated by such body at any time.

The designated alternate shall have authority to attend, participate, and vote at any meeting of the Governing Body whenever the regular member, for whom they are designed to act as an alternate, is absent from the meeting.

Immediately upon admission of a new member that is not an Associate Member pursuant to Section 15, such member shall be entitled to appoint two members of the Governing Body.

- B. Quorum. The majority of the members of the Governing Body shall constitute a quorum. No action may be taken by the Governing Body unless a quorum is present and there is an affirmative vote by a majority of the Governing Body members, except that less than a quorum may adjourn a meeting from time to time.
- C. Chairperson. The Chairperson and Vice Chairperson of the Governing Body shall be selected by the Governing Body from its members. The term of office of the Chairperson and Vice Chairperson shall each be one calendar year.
- D. Secretary. The Governing Body shall appoint a Secretary to the Governing Body who shall be the Executive Director of the Authority.
- E. Meetings. All meetings of the Governing Body shall be held subject to the provisions of the Ralph M. Brown Act, Division 2, Chapter 9 of the California Government Code (hereafter, the "Brown Act").
- G. Bylaws. The Governing Body shall adopt bylaws for the conduct of business which shall not be inconsistent with the provisions of this Agreement, and the laws of the State of California.
- H. Officers. The Officers of the Authority shall consist of the Executive Director, the Auditor-Controller and the Treasurer described below and a Secretary appointed by the Board.

Section 6. Executive Director and Other Staff

- A. The Governing Body shall be assisted by an Executive Director who shall be appointed by the Governing Body and shall serve at the pleasure of the Governing Body. The Executive Director shall in turn hire and supervise any Authority employees or consultants.
- C. The Governing Body may delegate a contract approval function to the Authority's Executive Director. The Governing Board shall adopt any such delegation by resolution.
- D. The Governing Body may appoint or contract for the services of an independent monitor to review programs operated by the Authority and to report to the Governing Body.

Section 7. Auditor-Controller and Treasurer

The Auditor-Controller of the County of Placer shall be the Auditor-Controller of the Authority.

The Placer County Treasurer shall be the Treasurer of the Authority, shall have custody of all monies received by the Authority, and shall:

- A. Receive all funds of the Authority and place them in the Treasury of the County of Placer to the credit of the Authority.
- B. Be responsible upon his or her official bond for safekeeping and disbursement of all money of the Authority so held. The Treasurer and such officer shall file an official bond as required by section 6505.1 of the Act, in the amount specified by resolution of the Board but in no event less than \$1,000; provided, that such bond shall not be required if the Authority does not possess or own property or funds with an aggregate value of greater than \$500 (excluding amounts held by a trustee or other fiduciary in connection with any bonds or other debt). The cost of the bond shall be paid by the Authority.
- C. Pay, when due, out of the Authority funds so held, all sums due from the Authority upon presentation of authorization from the Authority.

Section 8. Meetings of the Governing Body

- A. The Governing Body shall hold its regular meetings four times a year. It may, by resolution, provide for additional regular meetings, and by act of the President or a majority of the members provide for special meetings.

The date, hour and place of such regular meetings shall be fixed by resolution of the Governing Body.
- B. Meetings may be held by telephonic or other electronic means
- C. All meetings of both the Governing Body shall be called, held, noticed and conducted subject to the provisions of the Brown Act.

Section 9. Fiscal Year

For the purposes of this Agreement, the Authority shall have a fiscal year from July 1 to and including the following June 30.

Section 10. Records and Reports

The Governing Body, shall establish reporting requirements and direct staff to maintain such reports, including, but not limited to, funds and accounts as may be required by good accounting practice or by law. All books and records of the Authority shall be open to inspection at all reasonable times by any party to this Agreement or its representatives. Annual audits of the Authority's accounts and records shall be made by an independent CPA firm, and reports shall be filed in the manner provided in Section 6505 of the California Government Code.

Section 11. Debts, Liabilities and Obligations

The debts, liabilities and obligations of the Authority shall not, under any circumstances, constitute debts, liabilities or obligations incurred by any party under this Agreement. Should any debt, liability or obligation of the Authority not be waived or allowed payable through assets of the Authority, none of the members shall be liable, except as provided by Government Code sections 895 through 895.8.

Section 12. Insurance

During the term of this Agreement, the Authority shall maintain general liability insurance coverage, as well as errors and omissions coverage, in a sum not less than \$2 million per occurrence. The insurance shall also contain a written endorsement to such policy or policies which names each of the members that are not Associate Members as additional insureds.

Section 13. Right of Withdrawal

Any party to this Agreement may withdraw upon written notice of such withdrawal to the other parties not less than six (6) months prior to the effective withdrawal date therein specified; provided, however, that no such withdrawal shall result in the dissolution of the Authority so long as any debt of the Authority is unpaid.

Section 14. Termination of Agreement

This Agreement may be terminated:

- A. Upon the joint actions of the Board of Supervisors and City Council to mutually terminate this Agreement.
- B. Upon withdrawal of such number of parties from this Agreement as to reduce the remaining number of parties to less than two members.

However, no termination of this Agreement shall be effective until the full retirement of any outstanding debt. Any party may fund the retirement of the debt for the purpose of terminating the Authority.

Section 15. New Members

With the approval of two-thirds (2/3rds) of the Governing Body, any qualified public agency (as defined by Section 6500 of the JPA law) may become a party of this Agreement. A party to this Agreement may be a voting member or an Associate Member. A public agency requesting membership may apply by presenting to the Authority a certified resolution of the public agency approving of this Agreement and, with respect to Associate Members, any related PACE Agreements. The date and terms upon which the applying public agency will become a member will be determined by the Governing Body.

Section 16. Termination of Powers

The Authority shall continue to exercise the powers herein conferred upon it until termination of this Agreement, and thereafter shall continue to exercise only such powers as to enable it to pay and discharge all costs, expenses, and charges legally incurred hereunder, and to dispose of, divide and distribute any property required as a result of the joint exercise of such powers.

Section 17. Disposition of Assets; Property and Money

Upon termination of this Agreement under Section 14, all costs, expenses, and charges legally incurred by the Authority shall be paid and discharged; and the Authority shall sell such property as may be necessary and shall distribute to the federal or State government such property and funds as are lawfully required; the balance of such property and any surplus money on hand shall be distributed or returned in proportion to contributions made by the affected parties except to the extent otherwise agreed upon by the affected parties.

Section 18. Amendments

This Agreement may be amended at any time by the written agreement of the parties to this Agreement. Notwithstanding the foregoing, (a) any amendment required to add a new member that is not an Associate Member shall only be executed by the new member and the members of the Authority that are not Associate Members and (b) any amendment required to add a new member that is an Associate Member shall only be executed by the new member and the Authority.

Section 19. Advances

Contributions or advances of public funds and of personnel, equipment or property may be made to the Authority by the members for any of the purposes of this Agreement. Payment of public funds may be made to defray the cost of any such contribution. Any such advance made in respect of a revenue-producing facility shall be made subject to repayment, and shall be repaid, in the manner agreed upon by the members, and the Authority at the time of making such advance as provided by section 6512.1 of the Act. It is mutually understood and agreed that none of the members has any obligation to make advances or contributions to the Authority to provide for the costs and expenses of administration of the Authority, even though either may do so. The members may allow the use of personnel, equipment or property in lieu of other contributions or advances to the Authority.

Section 20. Severability

Should any part, term or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions of provisions shall not be affected thereby.

Section 21. Entire Agreement

This Agreement contains the entire agreement between the parties and supersedes all prior understanding between them with respect to the subject matter of this Agreement. There are no promises, terms, conditions or obligations, oral or written, between or among the parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligation under this Agreement be waived, except by written instrument signed by the parties.

Section 22. Counterparts and Effective Date

This Agreement may be executed in counterparts and be as valid and binding as if each party signed the same copy. A faxed copy of the executed signature page shall be sufficient to cause the terms of this Agreement to become fully operative. The effective date of the Agreement shall be the latest date that the City or County executed the Agreement.

WITNESS THE AGREEMENT HEREOF the date set opposite our respective entities:

EXECUTED ON
AUGUST 18, 2015

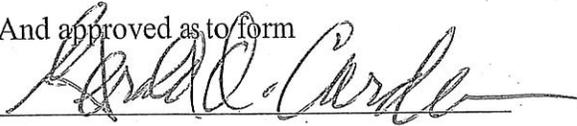
By



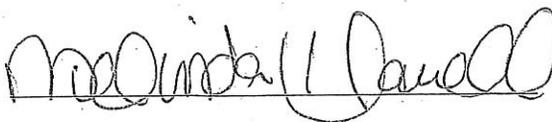
Chairman, Board of Supervisors

COUNTY OF PLACER, a political
subdivision

And approved as to form



ATTEST:



EXECUTED ON
SEPTEMBER 9, 2015

By



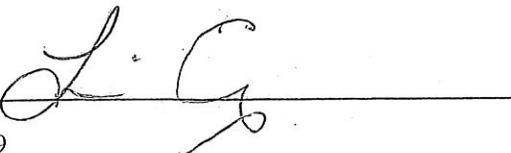
Mayor, City Council

CITY OF COLFAX, a general law city and
municipal corporation

And approved as to form



ATTEST:



SIERRA VALLEY ENERGY AUTHORITY

AND

NEVADA CITY

**ADMINISTRATIVE SERVICES AGREEMENT
AB 811 PROPERTY ASSESSED CLEAN ENERGY PROGRAM**

THIS AGREEMENT (“Agreement”) is made and entered into as of this ____ day of _____ 2016 by and between Nevada City, hereinafter referred to as “City”, and the Sierra Valley Energy Authority, hereinafter referred to as “the Authority”, as the entity delivering the mPOWER Program, a Property Assessed Clean Energy (PACE) financing Program, utilizing the California Assembly Bill 811 (Levine, 2008; CA Streets and Highways Code Section 5898.10-5899.3), as amended and may be subsequently amended (“AB 811”).

RECITALS

WHEREAS, PACE financing is a method of providing financing to property owners for energy efficiency, water conservation and renewable energy generation improvements (the “Eligible Improvements”) which are permanently affixed to real property, and whereby the property owner repays the PACE financing by entering into a voluntary contractual assessment resulting in a property tax lien which specifies the annual amount to be added to the property tax bill for repayment;

WHEREAS, the Sierra Valley Energy Authority is a joint exercise of powers authority that has established the mPOWER (money for Property Owner Energy Retrofitting) Program, a PACE financing program to provide financing for Eligible Improvements to property owners who have voluntarily agreed to participate in the mPOWER Program;

WHEREAS, the Authority administers and operates the mPOWER Program and therefore is responsible for conducting assessment proceedings, accepting applications, determining property owner eligibility, entering into contractual assessments, preparing and administering the assessment levies, including collection of delinquent assessments, and other PACE program responsibilities;

WHEREAS, the City desires to promote a PACE program in the City in order to provide more financing choices for residents and businesses to reduce the upfront costs associated with energy efficiency, renewable energy generation and water conservation projects that are affixed to real property and proposed by property owners;

WHEREAS, the City desires to participate in the mPOWER Program to promote widespread retrofits in accordance with Government Code Section 53313.5, thereby reducing greenhouse gas emissions, promoting energy efficiency, and improving water conservation while stimulating economic opportunities;

WHEREAS, the purpose of this Agreement is to set forth the mutual understandings, terms and conditions related to Authority operating in the City.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

1. DEFINITIONS

- A. “Authority”** means the Sierra Valley Energy Authority delivering PACE Financing within the City.
- B. “Eligible Improvement”** means a renewable energy generation, energy efficiency, water conservation or other improvement authorized by AB 811 or other state law pertaining to contractual assessments which shall be further specified in the Authority Program Report and mPOWER Program Manual.
- C. “mPOWER Program”** means the PACE Program provided by the Authority.
- D. “Non-Residential”** means all property except Residential.
- E. “PACE Financing”** means financing Eligible Improvements which are repaid through contractual assessments, utilizing the provisions of AB 811.
- F. “Participating Contractor”** means any licensed contractor performing work in the City who has agreed to, and abides by, the terms and conditions of the Authority’s contractor standards.
- G. “Participating Property Owner”** means a property owner who has executed a Voluntary Contractual Assessment Agreement.
- H. “Program Report”** means the Program Report adopted by the Authority as required by AB 811.
- I. “Residential”** means properties with three or fewer housing units.
- J. “Value”** means the greater of assessed value or fair market value as determined by the County Assessor, an automated valuation model or independent appraisal.
- K. “Voluntary Contractual Assessment Agreement”** means the legal instrument which a Participating Property Owner voluntarily executes to obtain mPOWER Financing and which is filed with the County Recorder as an assessment lien secured by the subject property.

2. PERFORMANCE REQUIREMENTS

- A. Authority’s Specified Services.** The Authority will offer and provide PACE Financing under the authorization of AB 811 within the incorporated boundaries of the City. The Authority is solely responsible for the formation, operation, administration and marketing of the mPOWER Program,

including the conduct of any assessment proceedings, the levy and collection of assessments, and the offer, sale and administration of any bond issued by the Authority on behalf of the mPOWER Program.

- B. Cooperation with City. Authority shall independently operate its program and cooperate with the City and City staff as described in this Agreement.
- C. Performance Standard. Authority shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by an organization providing PACE Financing pursuant to AB 811. City has relied upon the professional ability and expertise of Authority as a material inducement to enter into this Agreement. Authority hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it is understood that acceptance of Authority's work by City shall not operate as a waiver or release. If City determines that any of Authority's work is not in accordance with such level of competency and standard of care, City, in its sole discretion, shall have the right to do any or all of the following: (a) require Authority to discuss with City to review the quality of the work and resolve matters of concern; (b) terminate this Agreement pursuant to the provisions of Section VI, Termination; or (c) pursue any and all other remedies at law or in equity.
- D. Applicant Disclosure Requirements.

The Authority shall:

1. Disclosure in writing to program applicants the risks associated with PACE Financing, including the risks associated with federal regulation and administration of mortgage financing and the Federal Housing Finance Agency Statements related to PACE Financing. The written disclosure must be signed by the applicant acknowledging the Federal Housing Finance Agency statements and potential consequences regarding PACE.
2. Provide disclosures to property owners consistent with the Dodd Frank TILA-RESPA Integrated Disclosure Rule (Truth in Lending Act and Real Estate Settlement Procedures Act) (TRID) specific to the amount of financing and utilizing the same methodologies for calculating rates and amounts, and provide for three day right of rescission after execution of the Voluntary Contractual Assessment Agreement.
3. Require Property Owners on Non-Residential Projects to obtain signed Lender Acknowledgement or Consent before entering into a voluntary contractual assessment agreement from any lender who holds a lien against the property where the subject property is collateral.
4. Require Property Owners to attend an educational seminar prior to financing approval.
5. Require that Building Permits and/or any other required Permits are obtained and finalized for all improvements where such permit or inspection is usually and customarily required and not exclusive to improvements made with PACE financing.
6. Determine applicability of the California Environmental Quality Act ("CEQA") and notify City related to improvements requiring actions related to CEQA.

7. Have a process to ensure property owner satisfaction with work completed prior to distribution of project payments.
 8. Provide information on available rebates and incentives (for all utility and generation types) to optimize the use of such rebates to reduce costs to Property Owners.
 9. Provide information to each applicant on the benefits of implementing efficiency measures before installation of energy generation improvements.
 10. Provide information regarding the benefits of an energy analysis and a whole building approach to energy efficiency, water conservation and renewable generation projects.
- E. Tax Advice. Ensure all marketing, information materials conform to all applicable tax laws. Recommend that property owners consult with a tax professional for information about the deductibility of the PACE financing before claiming any tax benefits associated with mPOWER financing.

F. Financial Policies.

The Authority shall:

1. Participate in the State of California's PACE Loss Reserve Program Administered by the California Alternative Energy and Advanced Transportation Finance Authority (CAEATFA), and shall provide evidence of current participation and copies of all reports submitted to CAEATFA. If the State discontinues the PACE Loss Reserve Program, or if the City determines that the State's PACE Loss Reserve Program does not provide adequate coverage, then the City may terminate this Agreement unless the City is satisfied with coverage by an alternative loan loss reserve program.
 2. Administer and review mPOWER program applications to determine eligibility consistent with the Authority's Program Report.
 3. Establish its interest rates, payback terms, fees, and amount to be financed consistent with applicable laws and regulations.
 4. Notify the City of any involuntary legal action related to collection of a PACE assessment regarding any property with a PACE assessment placed in the City.
 5. Notify City of any regulatory changes that may impact the PACE program.
- G. Documents, Data, and Information. The Authority will provide periodic reports to City regarding PACE Financing activities in the City, including upon request, periodic reports to the City Council. The Authority will share project information and data in an accessible electronic format with the City on at least a semi-annual and annual basis, or upon request, including but not limited to the following:
1. Assessor's Parcel Number (APN) of the property
 2. Residential or Non-Residential property type designation
 3. Dollar amount financed (total amount of the assessment)
 4. List of Eligible Improvements financed, including the unit of measure for the improvement and the quantity installed
 5. Listing of all generation improvements installed and the solar STC-DC rating in watts or kilowatts and estimated financial savings

6. Amount of rebate or incentive dollars associated with the project (not financed)
7. Estimated building size in square feet for Non-Residential (if available)
8. Year of construction of the building
9. Whether the project was completed by a local contractor whose primary location(s) or headquarters are located in the City.

H. Inspections. Upon City's request, City or its designee shall have the right at reasonable times and intervals to inspect, at Authority's premises, Authority's financial and program records. Authority shall maintain such records for a period of four years following termination of the Agreement, and shall make them available for copying upon City's request at City's expense.

I. Participating Contractor Standards. Authority shall ensure that Participating Contractors agree to and abide by the terms and conditions of the Participating Contractors' standards outlined below.

1. Require that Participating Contractors have the appropriate license(s) issued by the California Contractors State License Board.*
2. Require that Participating Contractors' bond is in good standing.*
3. Require that Participating Contractors have Workers' Compensation insurance coverage.*
4. Require that Participating Contractors shall make reasonable claims about performance and or savings associated with projects.
5. Participating Contractors and their representatives, employees, and agents shall not represent themselves as agents, representatives, contractors, subcontractors, or employees of the City, or claim association or affiliation with the City.
6. Require Contractors attend an educational seminar provided through the PACE program, prior to becoming Participating Contractors.
7. Participating Contractors shall hold harmless, indemnify and defend the City as substantially set forth in Exhibit A.

*As determined and reported by the California State Contractors License Board.

J. Authority Standards. Authority shall NOT do any of the following:

1. Endorse, recommend, or refer any specific contractor.
2. Make any representation or warranty regarding the qualifications, licensing, products, or workmanship of any contractor.
3. Make any warranty regarding the contractor's work or products purchased from contractors provided.

K. Environmental Credits And Benefits. Authority will use best efforts to track all improvements in a manner that anticipates such improvements may derive renewable energy credits or other environmental benefit. The parties hereby agree that any credits or other environmental benefits attributable to the Eligible Improvements financed by the mPOWER Program under this Agreement will be allocated 100% to the City.

- L. Coordination with County Auditor-Controller. The Authority will consult and coordinate with the County Auditor regarding the levy and administration of Voluntary Contractual Assessments on the property tax roll.

3. COMPENSATION

The parties hereto understand and agree that the City shall incur no cost or expense relating to the administration or implementation of the mPOWER Program under this Agreement. The Authority is solely responsible and liable for all costs and expenses associated with the administration, implementation and marketing of the mPOWER Program under this Agreement. No compensation shall be due or payable from City.

4. INDEPENDENT CONTRACTOR

- A. It is understood and agreed that Authority (including Authority's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto. Authority shall be responsible for the payment of all taxes, workers' compensation insurance and unemployment insurance.
- B. Authority's personnel shall not be entitled to any benefits payable to employees of City.
- C. City is not required to make any deductions or withholdings from the compensation payable to Authority's personnel, and is not required to issue W-2 Forms for income and employment tax purposes for any of Authority's personnel.
- D. Any contractors or third persons employed by Authority shall be entirely and exclusively under the direction, supervision, and control of the Authority.
- E. Authority hereby protects, defends, indemnifies and holds City harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement. In the event Authority or any of its employees, agents, or subcontractors providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Authority shall further indemnify, protect, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Authority or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

5. CONFLICT OF INTEREST

Authority and Authority's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property or source of income which could be financially affected by or otherwise conflict in any manner or degree with the performance of services required under this Agreement, provided, however, that salary, equity ownership and other compensation paid to any employee, officer, director, agent, consultant or independent contractor by Authority shall be excluded from the prohibitions described above in this Section XIV.

6. LICENSES, PERMITS AND CONTRACTUAL GOOD STANDING

- A. Authority shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, and all other appropriate governmental agencies, including any certification and credentials required by the City. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by City.
- B. Authority further certifies to City that it and its principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, State, County or local government contracts. Authority certifies that it shall not contract with a Contractor that is so debarred or suspended.

7. INSURANCE AND INDEMNIFICATION

Without limiting Authority's indemnification, Authority shall maintain in force at all times during the term of this Agreement and any extensions or modifications thereto, insurance as specified in Exhibit A. It is the responsibility of Authority's to notify its insurance advisor or insurance carrier(s) regarding coverage, limits, forms and other insurance requirements specified in Exhibit A. Failure to maintain insurance as required in this Agreement may be grounds for material breach of contract.

Authority shall indemnify City pursuant to this Agreement as specified in Exhibit A. Authority shall also require Participating Contractors to provide indemnification to City as specified in Exhibit A.

8. RELEASE OF LIABILITY

Each Participating Property Owner shall be required to execute a release of liability as specified in Exhibit B.

9. LOBBYING AND UNION ORGANIZATION ACTIVITIES

Authority shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 U.S.C. § 1352) and any implementing regulations. If services under this Agreement are funded with state funds granted to City, Authority shall not utilize any such funds to assist, promote or deter union organization by employees performing work under this Agreement and shall comply with the provisions of Government Code Sections 16645 through 16649.

10. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES

- A. Authority agrees and assures City that Authority and any subcontractors shall comply with all applicable federal, state, and local anti-discrimination laws, regulations, and ordinances and to not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of City, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability.
- B. Authority shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of City employees and agents, and recipients of services are free from

such discrimination and harassment. Authority represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code §§ 12900 et seq.), and regulations and guidelines issued pursuant thereto.

- C. Authority agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable antidiscrimination laws and this provision.
- D. Authority shall include this nondiscrimination provision in all subcontracts related to this Agreement.

11. NOTICE

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

TO City:

Nevada City
c/o: Nevada City Clerk
317 Broad Street
Nevada City, CA 95959

530-265-2496

TO Authority:

Sierra Valley Energy Authority
c/o Placer County Treasurer
2976 Richardson Drive
Auburn, CA 95650

530-889-4140

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

12. TERMINATION

- A. Termination without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, City or Authority shall have the right, in its sole discretion, to terminate this Agreement by giving 90 days written notice to the other Party of this Agreement.
- B. Termination for Cause. Notwithstanding any other provision of this Agreement, should the Authority fail to uphold any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, City may immediately terminate this Agreement by giving Authority written notice of such termination, stating the reason for termination.
- C. Contravention by Federal Housing Finance Agency. Authority will immediately, upon 24 hours' notice from the City, discontinue its residential program in the City, as it relates to Fannie Mae and Freddie Mac mortgages, in the event the FHFA takes any action in California related to PACE Programs which the City interprets as creating an undue liability to the City or an unreasonable threat to its property owners and citizens, including both program participants and non-participants. In the event of such notice, Authority shall a) provide financing for all applications which have been given approval, unless found to be in direct violation of Federal

laws or regulations; 2) suspend processing all applications that have not yet received approval, 3) cease accepting new applications.

- D. Delivery of Data and Information upon Termination. In the event of termination, Authority, within 30 days following the date of termination, shall deliver to City a final report containing the information specified in Section II. G. Document, Data, and Information.
- E. Authority to Terminate. The City Council has the authority to terminate this Agreement on behalf of the City. **In addition, the City Manager, in consultation with the City Attorney,** shall have the authority to terminate this Agreement on behalf of the City.
- F. Effect of Termination. In the event of termination pursuant to this Section VI, Authority shall provide financing for all applications which have been given approval, unless found to be in direct violation of Federal laws or regulations, and shall suspend processing all applications that have not yet received approval, and shall not solicit new assessments contracts within the City; provided however, nothing in this Section VI shall prohibit Authority from continuing to administer any assessment contracts outstanding as of the termination date.

13. FORCE MAJEURE

Neither Authority nor City shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except as otherwise specifically provided herein).

14. CONSTRUCTION AND COMPLIANCE WITH LAWS

Authority shall observe and comply with all applicable Federal, State, and County laws, regulations and ordinances.

To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. The Authority and the City acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other.

15. INTERPRETATION

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

16. CAPTIONS

The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

17. SEVERABILITY

If any term or condition of this Agreement or the application thereof to any person(s) or circumstance is held invalid or unenforceable, such invalidity or unenforceability shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

18. AMENDMENT AND WAIVER

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder. No interpretation of any provision of this Agreement shall be binding upon City unless agreed in writing by the City.

19. PRIOR AGREEMENTS

This Agreement and the Associate Member Amendment to the Joint Exercise of Powers Agreement for the Establishment of the Sierra Valley Energy Authority (MPower Program) constitute the entire contract between City and Authority regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between City and Authority regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement. To the extent that the terms of this Agreement conflict with any other agreement between the parties related to the Sierra Valley Energy Authority, the terms of this Agreement shall prevail.

20. ASSIGNMENT, DELEGATION AND SUCCESSORS

Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented. This Agreement shall bind the heirs, successors, assigns and representatives of City and Authority in the same manner as if they were expressly named.

21. DISPUTES

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between them. Pending resolution of any such dispute, Authority shall continue without delay to carry out all its responsibilities under this Agreement unless the Agreement is otherwise terminated in accordance with the Termination provisions herein. If the dispute cannot be resolved within 15 calendar days of initiating such negotiations or such other time period as may be mutually agreed to by the parties in writing, either party may pursue its available legal and equitable remedies, pursuant to the laws of the State of California. Nothing in this Agreement or

provision shall constitute a waiver of any of the government claim filing requirements set forth in the California Government Code or as otherwise set forth in local, state and federal law.

22. TIME

Time is and shall be of the essence of this Agreement and every provision hereof.

23. SURVIVAL OF TERMS

All services performed provided pursuant to this Agreement are subject to all of the terms and conditions set forth herein, notwithstanding the expiration of the initial term of this Agreement or any extension thereof. Further, the terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive.

24. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

25. ENTIRE AGREEMENT

This Agreement contains all of the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Agreement will be deemed to exist or to bind any of the parties hereto.

26. AUTHORITY TO EXECUTE

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

Nevada City

Sierra Valley Energy Authority

Date _____

Date _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT A
INSURANCE AND INDEMNITY

1. INSURANCE:

A. Commercial General Liability Insurance:

The Authority will procure insurance through a commercial insurance company, or by participation in a joint powers agency, or self-insure for all or any portion of its obligations under this section. Authority shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following:

- (i) Broad form coverage for liability for death or bodily injury to a person or persons, and for property damage, combined single limit coverage, in the minimum amount of \$2,000,000;
- (ii) An endorsement naming City as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Agreement;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the City shall be excess only and not contributing with Authority's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to City of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days' notice for non-payment of premium).

B. Automobile Liability Insurance:

For each vehicle used in connection with fulfillment of the obligations under this Agreement including non-owned and hired automobiles, Authority shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following provisions:

- (i) Liability protection for death or bodily injury to a person or persons, property damage, and uninsured and underinsured coverage, combined single limit coverage, in the minimum amount of \$2,000,000;
- (ii) An endorsement naming City as an additional insured under said policy, with respect to claims or suits arising from the services provided or the relationships created under this Agreement;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the City shall be excess only and not contributing with Authority's insurance;

- (iv) A provision that said insurance shall provide for thirty (30) days written notice to the City of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days' notice for non-payment of premium).

C. Worker's Compensation:

Authority shall maintain a worker's compensation policy as required by law, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to the City.

Before commencing to utilize employees in providing services under this Agreement, Authority warrants that it will comply with the provisions of the California Labor Code, requiring Authority to be insured for worker's compensation liability or to undertake a program of self-insurance therefor.

D. Miscellaneous Insurance Provisions:

All policies of insurance required by this Agreement shall remain in full force and effect throughout the life of this Agreement and shall be payable on a "per occurrence" basis unless the City specifically consents to "claims made" coverage. If the City does consent to "claims made" coverage and if Authority changes insurance carriers during the term of this Agreement or any extensions hereof, then Authority shall carry prior acts coverage.

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the City, its officers, agents and/or employees, shall be excess only and not contributing with insurance required or provided under this Agreement.

At all times, Authority shall keep and maintain in full force and effect throughout the duration of this Agreement, policies of insurance required by this Agreement. Policies procured from commercial insurance companies shall be issued by companies with a Best's Rating of B+ or higher (B+, B++, A-, A, A+ or A++), or a Best's Financial Performance Rating (FPR) of 6 or higher (6, 7, 8 or 9) according to the current Best's Key Rating Guide, or shall be issued by companies approved by the City's Risk Manager. In the event the Best's Rating or Best's FPR shall fall below the rating required by this paragraph, Authority shall be required to forthwith secure alternate policies which comply with the rating required by this paragraph.

If Authority fails to provide and maintain self-insurance through participation in a joint powers agency or insurance policies (including Best's ratings), endorsements, or certificates of insurance required by this Agreement, then the City shall have the right, in its sole discretion, to secure such policies on behalf of Authority and to charge and collect the cost of said policies from Authority.

2. INDEMNIFICATION BY AUTHORITY

Authority shall defend, indemnify and hold City and its directors, officials, officers, employees and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries of any kind, in law or equity, in connection with the mPOWER Program administered under this Agreement, including without limitation the payment of expert

witness fees and attorney's' fees and other related costs and expenses, provided that the Authority shall not be required to indemnify the City and its directors, officials, officers, employees and agents for City's sole negligence or willful misconduct.

In no event shall any of Authority's Regular or Associate Members or their officials, officers or employees be held individually liable for any damages or liability resulting out of this Authority Agreement Amendment.

3. INDEMNIFICATION BY PARTICIPATING CONTRACTORS

The Authority shall require each Participating Contractor to release, defend, indemnify, protect, save, and hold harmless the City, their employees, agents, attorneys, officers, divisions, related agencies and entities, affiliates, successors and assigns, from any and all liability, claims, losses, costs, expenses, penalties, fines, forfeitures, judgments and damages, including attorney's fees and costs, arising out of or connected with the Participating Contractor's actions under the mPOWER Program, including the installation of any Eligible Improvements.

EXHIBIT B

PROPERTY OWNER RELEASE OF LIABILITY

The Authority agrees to have the following release of liability language or substantially similar release of liability language executed by each Participating Property Owner:

Waivers, Acknowledgment and Agreement. Because this Agreement reflects the Property Owner's free and willing consent to pay the Assessment following a noticed public hearing, the Property Owner hereby waives any otherwise applicable requirements of Article XIII D of the California Constitution or any other provision of California law for an engineer's report, notice, public hearing, protest or ballot.

The Property Owner hereby waives its right to repeal the Assessment by initiative or any other action, or to file any lawsuit or other proceeding to challenge the Assessment or any aspect of the proceedings of the Authority undertaken in connection with the mPOWER Program. The Property Owner hereby agrees that the Property Owner and its successors in interest to fee title in the Property shall be solely responsible for the installation, operation and maintenance of the Improvements. The Property Owner hereby represents that the Improvements are intended to be permanently fixed to the Property and the Property Owner covenants not to remove the Improvements for use on any other property. The Property Owner hereby acknowledges that the Property Owner will be responsible for payment of the Assessment regardless of whether the Improvements are properly installed, operated or maintained as expected.

The Property Owner hereby agrees that the Authority is entering into this Agreement solely for the purpose of assisting the Property Owner with the financing of the installation of the Improvements, and that the Authority nor the City have no responsibility of any kind for, and shall have no liability arising out of, the installation, operation, financing, refinancing or maintenance of the Improvements. Based upon the foregoing, the Property Owner hereby waives the right to recover from and fully and irrevocably releases the Authority and the City and any and all agents, employees, attorneys, representatives and successors and assigns of the Authority from any and all losses, liabilities, claims, damages (including consequential damages), penalties, fines, forfeitures, costs and expenses (including all reasonable out-of-pocket litigation costs and reasonable attorney's fees), relating to the subject matter of this Agreement that the Property Owner may now have or hereafter acquire against the Authority or City and any and all agents, employees, attorneys, representatives and successors and assigns of the Authority or City.

To the extent that the foregoing waivers and agreements are subject to Section 1542 of the California Civil Code or similar provisions of other applicable law, it is the intention of the Property Owner that the foregoing waivers and agreements will be effective as a bar to any and all losses, liabilities, claims, damages (including consequential damages), penalties, fines,

forfeitures, costs and expenses (including all reasonable out-of-pocket litigation costs and reasonable attorney's fees), of whatever character, nature and kind, known or unknown, suspected or unsuspected, and Property Owner agrees to waive any and all rights and benefits conferred upon the Property Owner by the provisions of Section 1542 of the California Civil Code or similar provisions of applicable law. Section 1542 reads as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

The waivers, releases and agreements set forth herein shall survive termination of this Agreement.

Indemnification. The Property Owner agrees to indemnify, defend, protect, and hold harmless the Authority and the City and any and all agents, employees, attorneys, representatives and successors and assigns of the Authority and the City, from and against all losses, liabilities, claims, damages (including consequential damages), penalties, fines, forfeitures, costs and expenses (including all reasonable out-of-pocket litigation costs and reasonable attorney's fees) and any demands of any nature whatsoever related directly or indirectly to, or arising out of or in connection with, (i) the Assessment, (ii) the financing by the Authority of the Improvements, (iii) the Improvements, (iv) or any other fact, circumstance or event related to the subject matter of this Agreement, regardless of whether such losses, liabilities, claims, damages (including consequential damages), penalties, fines, forfeitures, costs and expenses (including all reasonable out-of-pocket litigation costs and reasonable attorney's fees) accrue before or after the date of this Agreement.

The provisions of this Section shall survive the termination of this Agreement.

RESOLUTION NO. 2016-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEVADA CITY
 CONSENTING TO INCLUSION OF PROPERTIES WITHIN ITS INCORPORATED
 AREA IN AN MPOWER PACE FINANCING PROGRAM FOR CHAPTER 29 CLEAN
 ENERGY IMPROVEMENTS BY APPROVING AN ADMINISTRATIVE SERVICES
 AGREEMENT WITH ITS ADMINISTRATOR SIERRA VALLEY ENERGY
 AUTHORITY AND AN ASSOCIATE MEMBER AMENDMENT RELATED THERETO

WHEREAS, the Sierra Valley Energy Authority ("Authority") is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the "Act") and the Joint Exercise of Powers Agreement for the Establishment of the Sierra Valley Energy Authority effective on September 9, 2015, as amended from time to time (the "Authority Agreement"); and

WHEREAS, Chapter 29 of The Improvement Act of 1911, being Division 7 of the California Streets and Highways Code (as amended from time to time, "Chapter 29") authorizes the contractual assessment financing of certain improvements (as enumerated from time to time in Chapter 29, "Improvements"); and

WHEREAS, Authority has established the mPOWER Program to provide for the financing of Improvements pursuant to Chapter 29 within counties and cities in the State of California that elect to participate in mPOWER Program; and

WHEREAS, the City of Nevada City (the "Local Agency") believes that the financing of Improvements by the Authority for properties participating in the mPOWER Program within its boundaries would accomplish a public purpose; and

WHEREAS, Local Agency wishes to authorize the Authority to undertake the mPOWER Program within its boundaries as described in this Resolution and to approve an Associate Member Amendment to the Joint Exercise of Powers Agreement for the Establishment of the Sierra Valley Energy Authority (mPOWER Program) (the "Authority Agreement Amendment"); and

WHEREAS, Local Agency will not be responsible for the conduct of any proceedings required to be taken under Chapter 29; the levy and collection of assessments or any required remedial action in the case of delinquencies in the payment of any assessments or the issuance, sale or administration of any bonds issued in connection with the mPOWER Program.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. This City Council finds and declares that properties within Local Agency's jurisdiction will benefit from the availability of the mPOWER Program to conduct contractual assessment proceedings and finance the installation of Improvements pursuant to Chapter 29.
2. This City Council consents to Authority undertaking contractual assessment proceedings under Chapter 29 for all of the properties within Local Agency's jurisdictional area and to the contractual assessment financing of Improvements by Authority, upon the request by and voluntary agreement of owners of such properties, in compliance with the

laws, rules and regulations applicable to the Authority's mPOWER Program, and to the assumption of jurisdiction thereover by Authority for the purposes thereof.

3. This Resolution constitutes assent to the assumption of jurisdiction by Authority for all purposes of the mPOWER Program and authorizes Authority to take each and every step required for it to provide contractual assessment financing for the Improvements, including the levying, collecting and enforcement of contractual assessments to finance the Improvements and the issuance and enforcement of bonds and other financing instruments to represent and be secured by such contractual assessments.
4. This City Council hereby approves, and authorizes the Mayor to execute the Authority Agreement Amendment and authorizes the the Mayor to execute and the Deputy Clerk to deliver the Authority Agreement Amendment in the form attached hereto as Exhibit B.
5. Staff is authorized and directed to coordinate with Authority staff to facilitate operation of the mPOWER Program within the jurisdiction of the Local Agency, and report back periodically to this Board of Supervisors on the success of such program.
6. The City Council hereby finds that adoption of this Resolution is not a "project" pursuant to Section 15060(c)(3) under the California Environmental Quality Act (CEQA), because the Resolution does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title 14, California Code of Regulations, Section 15378(b)(4)).
7. This Resolution shall take effect immediately upon its adoption. The City of Nevada City is directed to send a certified copy of this resolution to the Secretary of the Governing Board of the Authority.

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEVADA CITY, CALIFORNIA, CONSENTING TO INCLUSION OF PROPERTIES WITHIN THE CITY'S JURISDICTION IN THE CALIFORNIA HOME FINANCE AUTHORITY, PROGRAM TO FINANCE RENEWABLE ENERGY GENERATION, ENERGY AND WATER EFFICIENCY IMPROVEMENTS AND ELECTRIC VEHICLE CHARGING INFRASTRUCTURE AND APPROVING ASSOCIATE MEMBERSHIP IN THE JOINT EXERCISE OF POWERS AUTHORITY RELATED THERETO (AB 811)

WHEREAS, the California Home Finance Authority ("Authority") is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the "Act") and the Joint Power Agreement entered into on July 1, 1993, as amended from time to time (the "Authority JPA"); and

WHEREAS, the Authority is in the process of amending the Authority JPA to formally change its name to the Golden State Finance Authority; and

WHEREAS, Authority has established a property-assessed clean energy ("PACE") Program (the "Authority PACE Program") to provide for the financing of renewable energy generation, energy and water efficiency improvements and electric vehicle charging infrastructure (the "Improvements") pursuant to Chapter 29 of the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code ("Chapter 29") within counties and cities throughout the State of California that elect to participate in such program; and

WHEREAS, City of Nevada City (the "City") is committed to development of renewable energy generation and energy and water efficiency improvements, reduction of greenhouse gases, and protection of the environment; and

WHEREAS, in Chapter 29, the Legislature has authorized cities and counties to assist property owners in financing the cost of installing Improvements through a voluntary contractual assessment program; and

WHEREAS, installation of such Improvements by property owners within the jurisdictional boundaries of the counties and cities that are participating in the Authority PACE Program would promote the purposes cited above; and

WHEREAS, the City wishes to provide innovative solutions to its property owners to achieve energy and water efficiency, and in doing so cooperate with Authority in order to efficiently and economically assist property owners within the City in financing such Improvements; and

WHEREAS, Authority has established the Authority PACE Program, which is such a voluntary contractual assessment program, as permitted by the Act, the Authority JPA, originally made and entered into July 1, 1993, as amended to date, and the City, desires to become an Associate Member of the JPA by execution of the JPA Agreement, a copy of which is attached as Exhibit "A" hereto, to participate in the programs of the JPA and to assist property owners within the jurisdiction of the City in financing the cost of installing Improvements; and

WHEREAS, the City will not be responsible for the conduct of any assessment proceedings; the levy and collection of assessments or any required remedial action in the case of delinquencies in the payment of any assessments or the issuance, sale or administration of any bonds issued in connection with the Authority PACE Program.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. This City Council finds and declares that properties in the City’s incorporated area will be benefited by the availability of the Authority PACE Program to finance the installation of the Improvements.

2. This City Council consents to inclusion in the Authority PACE Program of all of the properties in the jurisdictional boundaries of the City and to the Improvements, upon the request by and voluntary agreement of owners of such properties, in compliance with the laws, rules and regulations applicable to such program; and to the assumption of jurisdiction thereover by Authority for the purposes thereof.

3. The consent of this City Council constitutes assent to the assumption of jurisdiction by Authority for all purposes of the Authority PACE Program and authorizes Authority, upon satisfaction of the conditions imposed in this resolution, to take each and every step required for or suitable for financing the Improvements, including the levying, collecting and enforcement of the contractual assessments to finance the Improvements and the issuance and enforcement of bonds to represent such contractual assessments.

4. This City Council hereby approves joining the JPA as an Associate Member and authorizes the execution by appropriate City officials of any necessary documents to effectuate such membership.

5. City staff is authorized and directed to coordinate with Authority staff to facilitate operation of the Authority PACE Program within the City, and report back periodically to this City Council on the success of such program.

6. The City Council hereby finds that adoption of this Resolution is not a “project” pursuant to Section 15060(c)(3) under the California Environmental Quality Act (CEQA), because the Resolution does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title 14, California Code of Regulations, Section 15378(b)(4).

7. This Resolution shall take effect immediately upon its adoption. The City Clerk is directed to send a certified copy of this resolution to the Secretary of the Authority.

City of Nevada City

Date: _____

By: _____

Name: _____

Title: _____

Exhibit A
JPA Agreement
[to be inserted]

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEVADA CITY, CALIFORNIA CONSENTING TO INCLUSION OF PROPERTIES WITHIN THE CITY'S JURISDICTION IN THE CALIFORNIA HOME FINANCE AUTHORITY COMMUNITY FACILITIES DISTRICT NO. 2014-1 (CLEAN ENERGY) TO FINANCE RENEWABLE ENERGY IMPROVEMENTS, ENERGY EFFICIENCY AND WATER CONSERVATION IMPROVEMENTS AND ELECTRIC VEHICLE CHARGING INFRASTRUCTURE AND APPROVING ASSOCIATE MEMBERSHIP IN THE JOINT EXERCISE OF POWERS AUTHORITY RELATED THERETO (SB 555)

Recitals

WHEREAS, the California Home Finance Authority, a California joint powers authority, (the "Authority") has established the Community Facilities District No. 2014-1(Clean Energy) in accordance with the Mello-Roos Community Facilities Act, set forth in sections 53311 through 53368.3 of the California Government Code (the "Act") and particularly in accordance with sections 53313.5(l) and 53328.1(a) (the "District"); and

WHEREAS, the purpose of the District is to finance or refinance (including the payment of interest) the acquisition, installation, and improvement of energy efficiency, water conservation, renewable energy and electric vehicle charging infrastructure improvements permanently affixed to private or publicly-owned real property (the "Authorized Improvements"); and

WHEREAS, the Authority is in the process of amending the Authority Joint Powers Agreement (the "Authority JPA") to formally change its name to the Golden State Finance Authority; and

WHEREAS, the City of Nevada City is committed to development of renewable energy generation and energy efficiency improvements, reduction of greenhouse gases, and protection of the environment; and

WHEREAS, in the Act, the Legislature has authorized a parcel within the territory of the District to annex to the District and be subject to the special tax levy of the District only (i) if the city or county within which the parcel is located has consented, by the adoption of a resolution by the applicable city council or county board of supervisors, to the inclusion of parcels within its boundaries in the District and (ii) with the unanimous written approval of the owner or owners of the parcel when it is annexed (the "Unanimous Approval Agreement"), which, as provided in section 53329.6 of the Act, shall constitute the election required by the California Constitution; and

WHEREAS, the City wishes to provide innovative solutions to its property owners to achieve energy efficiency and water conservation and in doing so cooperate with Authority in order to efficiently and economically assist property owners the City in financing such Authorized Improvements; and

WHEREAS, the Authority has established the District, as permitted by the Act, the Authority JPA, originally made and entered into July 1, 1993, as amended to date, and the City, desires to become an Associate Member of the JPA by execution of the JPA Agreement, a copy of which is attached as Exhibit "A" hereto, to participate in the programs of the JPA and, to assist

property owners within the incorporated area of the City in financing the cost of installing Authorized Improvements; and

WHEREAS, the City will not be responsible for the conduct of any special tax proceedings; the levy and collection of special taxes or any required remedial action in the case of delinquencies in the payment of any special taxes in connection with the District.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. This City Council finds and declares that properties in the City’s incorporated area will be benefited by the availability of the Authority CFD No. 2014-1 (Clean Energy) to finance the installation of the Authorized Improvements.

2. This City Council consents to inclusion in the Authority CFD No. 2014-1 (Clean Energy) of all of the properties in the incorporated area within the City and to the Authorized Improvements, upon the request of and execution of the Unanimous Approval Agreement by the owners of such properties when such properties are annexed, in compliance with the laws, rules and regulations applicable to such program; and to the assumption of jurisdiction thereover by Authority for the purposes thereof.

3. The consent of this City Council constitutes assent to the assumption of jurisdiction by Authority for all purposes of the Authority CFD No. 2014-1 (Clean Energy) and authorizes Authority, upon satisfaction of the conditions imposed in this resolution, to take each and every step required for or suitable for financing the Authorized Improvements.

4. This City Council hereby approves joining the JPA as an Associate Member and authorizes the execution by appropriate City officials of any necessary documents to effectuate such membership.

5. City staff is authorized and directed to coordinate with Authority staff to facilitate operation of the Authority CFD No. 2014-1 (Clean Energy) within the City, and report back periodically to this City Council on the success of such program.

6. The City Council hereby finds that adoption of this Resolution is not a “project” pursuant to Section 15060(c)(3) under the California Environmental Quality Act (CEQA), because the Resolution does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title 14, California Code of Regulations, Section 15378(b)(4)).

7. This Resolution shall take effect immediately upon its adoption. The City Clerk is directed to send a certified copy of this resolution to the Secretary of the Authority.

City of Nevada City

Date: _____

By: _____

Name: _____

Title: _____

Exhibit A
JPA Agreement
[to be inserted]

CALIFORNIA HOME FINANCE AUTHORITY

AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT

(Original date July 1, 1993 and as last amended and restated December 10, 2014)

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

RECITALS

A. WHEREAS, the California Rural Home Mortgage Finance Authority ("CRHMFA") was created by a Joint Exercise of Powers Agreement dated July 1, 1993 pursuant to the Joint Exercise of Powers Act (commencing with Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Act"). By Resolution 2003-02, adopted on January 15, 2003, the name of the authority was changed to CRHMFA Homebuyers Fund. The most recent amendment to the Joint Exercise of Powers Agreement was on January 28, 2004.

B. WHEREAS, the Members of CRHMFA Homebuyers Fund desire to update, reaffirm, clarify and revise certain provisions of the joint powers agreement, including the renaming of the joint powers authority, as set forth herein.

C. WHEREAS, the Members are each empowered by law to finance the construction, acquisition, improvement and rehabilitation of real property.

D. WHEREAS, by this Agreement, the Members desire to create and establish a joint powers authority to exercise their respective powers for the purpose of financing the construction, acquisition, improvement and rehabilitation of real property within the jurisdiction of the Authority as authorized by the Act.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Members individually and collectively agree as follows:

1. Definitions

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

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

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

"Associate Member" means a county, city or other public agency which is not a voting member of the Rural County Representatives of California, a California nonprofit corporation ("RCRC"), with legal power and authority similar to that of the Members, admitted pursuant to paragraph 4.d. below to associate membership herein by vote of the Board.

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

"Authority" means California Home Finance Authority ("CHF"), formerly known as CRHMFA Homebuyers Fund or California Rural Home Mortgage Finance Authority.

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

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

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

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

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

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

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

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

"Supervisor" means an elected County Supervisor from an RCRC member county.

2. Purpose

The purpose of the Authority is to provide financing for the acquisition, construction, , improvement and rehabilitation of real property in accordance with applicable provisions of law for the benefit of residents and communities. In pursuit of this purpose, this Agreement provides for the joint exercise of powers common to any of its Members and Associate Members as provided herein, or otherwise authorized by the Act and other applicable laws, including assisting

in financing as authorized herein, jointly exercised in the manner set forth herein.

3. Principal Place of Business

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

4. Creation of Authority; Addition of Members or Associate Members

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

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

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

d. An Associate Member may be added to the Authority upon the affirmative approval of its respective governing board and pursuant to action by the Authority Board upon such terms and conditions, and with such rights, privileges and responsibilities, as may be established from time to time by the Board. Such terms and conditions, and rights, privileges and responsibilities may vary among the Associate Members. Associate Members shall be entitled to participate in one or more programs of the Authority as determined by the Board, but shall not be voting members of the Board. The Executive Director of the Authority shall enforce the terms and conditions for prospective Associate Members to the Authority as provided by resolution of the Board and as amended from time to time by the Board. Changes in the terms and conditions for Associate Membership by the Board will not constitute an amendment of this Agreement.

5. Term and Termination of Powers

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

6. Powers; Restriction upon Exercise

a. To effectuate its purpose, the Authority shall have the power to exercise any and all powers of the Members or of a joint powers authority under the Act and other applicable provisions of law, subject, however, to the conditions and restrictions herein contained. Each Member or Associate Member may also separately exercise any and all such powers. The powers of the Authority are limited to those of a general law county.

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

c. The Authority shall have the power to finance the construction, acquisition, improvement and rehabilitation of real property, including the power to purchase, with the amounts received or to be received by it pursuant to a bond purchase agreement, bonds issued by any of its Members or Associate Members and other local agencies at public or negotiated sale, for the purpose set forth herein and in accordance with the Act. All or any part of such bonds so purchased may be held by the Authority or resold to public or private purchasers at public or negotiated sale. The Authority shall set any other terms and conditions of any purchase or sale contemplated herein as it deems necessary or convenient and in furtherance of the Act. The Authority may issue or cause to be issued Bonds or other indebtedness, and pledge any of its property or revenues as security to the extent permitted by resolution of the Board under any applicable provision of law. The Authority may issue Bonds in accordance with the Act in order to raise funds necessary to effectuate its purpose hereunder and may enter into agreements to secure such Bonds. The Authority may issue other forms of indebtedness authorized by the Act, and to secure such debt, to further such purpose. The Authority may utilize other forms of capital, including, but not limited to, the Authority's internal resources, capital markets and other forms of private capital investment authorized by the Act..

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

- (1) executing contracts,
- (2) employing agents, consultants and employees,
- (3) acquiring, constructing or providing for maintenance and operation of any building, work or improvement,
- (4) acquiring, holding or disposing of real or personal property wherever located, including property subject to mortgage,
- (5) incurring debts, liabilities or obligations,
- (6) receiving gifts, contributions and donations of property, funds, services and any other forms of assistance from persons, firms, corporations or governmental entities,
- (7) suing and being sued in its own name, and litigating or settling any suits or claims,
- (8) doing any and all things necessary or convenient to the exercise of its specific powers and to accomplishing its purpose
- (9) establishing and/or administering districts to finance and refinance the acquisition, installation and improvement of energy efficiency, water

conservation and renewable energy improvements to or on real property and in buildings. The Authority may enter into one or more agreements, including without limitation, participation agreements and implementation agreements to implement such programs.

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

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

g. Pursuant to the provisions of Section 6508.1 of the Act, the debts, liabilities and obligations of the Authority shall not be debts, liabilities and obligations of the Members or Associate Members. Any Bonds, together with any interest and premium thereon, shall not constitute debts, liabilities or obligations of any Member. The Members or Associate Members hereby agree that any such Bonds issued by the Authority shall not constitute general obligations of the Authority but shall be payable solely from the moneys pledged to the repayment of principal or interest on such Bonds under the terms of the resolution, indenture, trust, agreement or other instrument pursuant to which such Bonds are issued. Neither the Members or Associate Members nor the Authority shall be obligated to pay the principal of or premium, if any, or interest on the Bonds, or other costs incidental thereto, except from the revenues and funds pledged therefor, and neither the faith and credit nor the taxing power of the Members or Associate Members or the Authority shall be pledged to the payment of the principal of or premium, if any, or interest on the Bonds, nor shall the Members or Associate Members of the Authority be obligated in any manner to make any appropriation for such payment. No covenant or agreement contained in any Bond shall be deemed to be a covenant or agreement of any Delegate, or any officer, agent or employee of the Authority in an individual capacity, and neither the Board nor any officer thereof executing the Bonds or any document related thereto shall be liable personally on any Bond or be subject to any personal liability or accountability by reason of the issuance of any Bonds.

7. Governing Board

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

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

c. The governing body of each Member of the Board shall appoint a Supervisor as an alternate to serve on the Board in the absence of the Delegate; the alternate may exercise all the

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

d. Any person who is not a member of the governing body of a Member and who attends a meeting on behalf of such Member may not vote or be counted toward a quorum but may, at the discretion of the Chair, participate in open meetings he or she attends.

e. Each Associate Member may designate a non-voting representative to the Board who may not be counted toward a quorum but who may attend open meetings, propose agenda items and otherwise participate in Board Meetings.

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

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

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

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

8. Meetings of the Board

a. The Board shall meet at least once annually, but may meet more frequently upon call of any officer or as provided by resolution of the Board.

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

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

d. The lesser of twelve (12) Delegates or a majority of the number of current Delegates shall constitute a quorum for transacting business at any meeting of the Board, except

that less than a quorum may act to adjourn a meeting. Each Delegate shall have one vote.

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

9. Officers; Duties; Official Bonds

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

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

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

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

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

10. Executive Committee of the Authority

a. Composition

The Authority shall appoint nine (9) members of its Board to serve on an Executive Committee.

b. Powers and Limitations

The Executive Committee shall act in an advisory capacity and make recommendations to the Authority Board. Duties will include, but not be limited to, review of the quarterly and annual budgets, service as the Audit Committee for the Authority, periodically review this Agreement; and complete any other tasks as may be assigned by the Board. The Executive Committee shall be subject to all limitations imposed by this Agreement, other applicable law, and resolutions of the Board.

c. Quorum

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

11. Disposition of Assets

Upon termination of this Agreement, all remaining assets and liabilities of the Authority shall be distributed to the respective Members in such manner as shall be determined by the Board and in accordance with the law.

12. Agreement Not Exclusive; Operation in Jurisdiction of Member

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

13. Conflict of Interest Code

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

14. Contributions and Advances

Contributions or advances of public funds and of personnel, equipment or property may be made to the Authority by any Member, Associate Member or any other public agency to further the purpose of this Agreement. Payment of public funds may be made to defray the cost of any contribution. Any advance may be made subject to repayment, and in that case shall be repaid in the manner agreed upon by the advancing Member, Associate Member or other public agency and the Authority at the time of making the advance.

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

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

in accounting based on a different fiscal year previously.

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

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

d. The Auditor shall either make, or contract with a certified public accountant or public accountant to make, an annual audit of the accounts and records of the Authority. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California, and shall conform to generally accepted auditing standards. When an audit of accounts and records is made by a certified public accountant or public accountant, a report thereof shall be filed as a public record with each Member (and also with the auditor of Sacramento County as the county in which the Authority's office is located) within 12 months after the end of the fiscal year.

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

16. Duties of Members or Associate Members; Breach

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

17. Indemnification

To the full extent permitted by law, the Board may authorize indemnification by the Authority of any person who is or was a Board Delegate, alternate, officer, consultant, employee or other agent of the Authority, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a Delegate, alternate, officer, consultant, employee or other agent of the Authority. Such indemnification may be made against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the Authority and, in the case of a criminal

proceeding, had no reasonable cause to believe his or her conduct was unlawful and, in the case of an action by or in the right of the Authority, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

18. Immunities

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

19. Amendment

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

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

20. Withdrawal of Member or Associate Member

If a Member withdraws as member of RCRC, its membership in the Authority shall automatically terminate. A Member or Associate Member may withdraw from this Agreement upon written notice to the Board; provided however, that no such withdrawal shall result in the dissolution of the Authority as long as any Bonds or other obligations of the Authority remain outstanding. Any such withdrawal shall become effective thirty (30) days after a resolution adopted by the Member's governing body which authorizes withdrawal is received by the Authority. Notwithstanding the foregoing, any termination of membership or withdrawal from the Authority shall not operate to relieve any terminated or withdrawing Member or Associate Member from Obligations incurred by such terminated or withdrawing Member or Associate Member prior to the time of its termination or withdrawal.

20. Miscellaneous

a. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

b. **Construction.** The section headings herein are for convenience only and are not to

be construed as modifying or governing the language in the section referred to.

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

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

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

f. **Successors; Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, no Member may assign any right or obligation hereunder without the consent of the Board.

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

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

AS ADOPTED BY THE MEMBERS:

Originally dated July 1, 1993
Amended and restated December 10, 1998
Amended and restated February 18, 1999
Amended and restated September 18, 2002
Amended and restated January 28, 2004
Amended and restated December 10, 2014

[SIGNATURES ON FOLLOWING PAGES]

SIGNATURE PAGE FOR NEW ASSOCIATE MEMBERS

NAME OF COUNTY OR CITY:

City of Nevada City

Dated: _____

By: _____

Name: _____

Title: _____

Attest:

By _____
[City Clerk]

AFTER EXECUTION, PLEASE SEND TO:

YGRENE ENERGY FUND
ATTN: LEGAL DEPARTMENT
815 5TH STREET
SANTA ROSA CA 95404

ATTACHMENT 1
CALIFORNIA HOME FINANCE AUTHORITY MEMBERS

As of December 10, 2014

Alpine County
Amador County
Butte County
Calaveras County
Colusa County
Del Norte County
El Dorado County
Glenn County
Humboldt County
Imperial County
Inyo County
Lake County
Lassen County
Madera County
Mariposa County
Mendocino County
Merced County
Modoc County
Mono County
Napa County
Nevada County
Placer County
Plumas County
San Benito County
Shasta County
Sierra County
Siskiyou County
Sutter County
Tehama County
Trinity County
Tuolumne County
Yolo County
Yuba County

Compare Commercial PACE*

	mPOWER	CaliforniaFirst	Figtree	HERO	Ygrene
Interest Rate	6%	6.5-6.75%	4.63-6.5%	5.75-6.5%	5.99-7.75%
Term 5 yr	✓	✓	✓	✓	✓
Term 10 yr	✓	✓	✓	✓	✓
Term 15 yr	✓	✓	✓	✓	✓
Term 20 yr	✓	✓	✓	✓	✓
Lender consent required	✓	✓	✓	✓	
Minimum Financing	\$2,500	\$5,000	\$5,000	\$5,000	\$2,500
Max financing (% of value)	10%**	20%	10-20%	20%	10-15%
Max. Pre-lien to value	90%	90%	100%	90%	90%
Max Post-lien to value	100%	100%	120%	100%	100%
Prepaid Interest	✓	✓	✓	✓	✓
Prepayment penalty			✓	✓	✓
Application/Admin/ Closing fees	\$1,300	3.7-6%	\$695 + 4%	\$500 or 1% + 4.99% of financed	\$1320-2080 + 3%
Title Fee	\$140				
Recording Fee	\$66	\$100	4%	\$95	
Annual Admin fee	\$25	\$40	3%	\$35	\$40
Local jurisdiction retains Renewable Energy Credits, not sold out of State	✓				

* Information collected from websites, program reports, county staff reports and independently verified.

**May be higher with lender consent

Compare Residential PACE*

	mPOWER	CaliforniaFirst	HERO	Ygrene
Interest Rate	6%	6.75-8.39%	5.95-8.95%	4.25-9.54%
Term 5 yr	✓	✓	✓	✓
Term 10 yr	✓	✓	✓	✓
Term 15 yr	✓	✓	✓	✓
Term 20 yr	✓	✓	✓	✓
Lender notification required				✓
Minimum Finacing	\$2,500	\$5,000	\$5,000	\$2,500
Max financing (% of value)	10%	10-15%	10-15%	10-15%
Max Pre-lien to value	90%	90%	90%	90%
Max Post-lien to value	100%	100%	100%	100%
Prepaid Interest	✓	✓	✓	✓
Prepayment penalty				✓
Application/Admin/ Closing fees	\$500	6.50%	6.95%	\$804 +3%
PACE Loss Reserve	✓	✓	✓	✓
Title Fee	\$140			
Recording Fee	\$66	\$100	\$95	
Annual Admin Fee	\$25	\$40	\$35	\$40
Local jurisdiction retains Renewable Energy Credits, not sold out of State	✓			
Foreclosure deferral at 18% - cost to property owner (aka contractual subordination)		✓	✓	

* Information collected from websites, program reports, county staff reports and independently verified.

REPORT TO CITY COUNCIL

City of Nevada City
317 Broad Street
Nevada City CA 95959
www.nevadacityca.gov

October 12, 2016

TITLE: Establishment of Measure “C” Citizens Oversight Committee

RECOMMENDATION: Pass Resolution 2016-XX establishing the Measure “C” Citizens Oversight Committee and its scope of responsibility.

CONTACT: Mark Prestwich, City Manager

BACKGROUND / DISCUSSION: On April 13, 2016, the City Council unanimously approved an ordinance, subject to voter approval, establishing a 3/8-cent sales tax for fire and police protection services. The ordinance requires the City Council establish a citizens oversight committee to review the revenue and expenditure of funds from the tax. Consistent with this requirement, staff recommends approval of the attached Resolution establishing a Measure “C” Citizens Oversight Committee and its scope of responsibility, member terms and qualifications, and committee operations.

ENVIRONMENTAL CONSIDERATIONS: Not applicable.

FISCAL IMPACT: Citizen oversight committees are utilized to independently assure tax proceeds are used for exclusively for the purpose intended by voters.

ATTACHMENTS:

- ✓ Proposed Resolution 2016-XX

RESOLUTION 2016-XX

A RESOLUTION OF THE CITY OF NEVADA CITY ESTABLISHING MEASURE “C” CITIZENS OVERSIGHT COMMITTEE AND ITS SCOPE OF RESPONSIBILITY

WHEREAS, on April 13, 2016, the City Council approved Ordinance 2016-02, a proposal to impose a 3/8-cent special sales tax to keep the City’s only fire station open and fund an additional police officer dedicated to patrol and crime prevention; and

WHEREAS, the County of Nevada has designated this proposal Measure “C” on the November 8, 2016 ballot; and

WHEREAS, Ordinance 2016-02 requires the City Council establish a Citizens Oversight Committee to review the revenues received and expenditures of funds from the tax.

BE IT RESOLVED, the City Council of the City of Nevada City

Section 1. The City Council establishes a Measure C Citizens Oversight Committee as described in Exhibit A to this resolution.

Section 2. This resolution shall take effect only upon voter approval of Measure C on the November 8, 2016 ballot.

Table of Contents:

Exhibit A - City of Nevada City Measure C Citizens Oversight Committee

PASSED AND ADOPTED at a regularly scheduled meeting of the Nevada City City Council held on this 12th day of October, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Evans Phelps, Mayor

ATTEST:

Niel Locke, City Clerk

City of Nevada City Citizens Oversight Committee

1. **Purpose.** The purpose of the Measure C Citizens Oversight Committee is to review the revenue and expenditure of funds received from the 3/8-cent special transactions and use tax on the November 8, 2016 ballot (Measure C).
2. **Committee Composition.**
 - 2.1 The Committee shall consist of five members.
 - 2.2 All members shall be at least 18 years of age and reside within the City of Nevada City.
 - 2.3 Committee members may not be current City of Nevada City employees, City of Nevada City Council Members, or any vendor, contractor, or consultant with active contracts or agreements with the City of Nevada City.
 - 2.4 The City Council shall solicit members of the Citizens Oversight Committee through an open application process.
 - 2.5 It is encouraged that at least one member of the Committee have professional finance or audit experience.
3. **Appointment.** Measure C Citizens Oversight Committee members shall be appointed by the City Council by a majority vote
4. **Committee Responsibilities.** The Citizens Oversight Committee shall have the following responsibilities for each fiscal year in which the Measure C 3/8-cent transactions and use tax is collected:
 - 4.1 Review the City's annual independent audit report and City's financial records for the fund.
 - 4.2 Prepare and submit a written report to be presented to the City Council at a public meeting:
 - 4.2.1 The amount of revenue generated by Measure C.
 - 4.2.2 The allocation of revenue reflecting the services and programs funded by proceeds of Measure C.
 - 4.2.3 The results of the Committee's review of the City's annual independent audit report as it pertains to use of Measure C proceeds.
5. **Committee Member Terms of Office.** Except as otherwise provided herein, each member shall serve a term of two years, commencing on July 1, 2017. Members shall be eligible to serve multiple terms. Terms shall be staggered and designated by the City Council. Of the initial appointees, two members shall serve for a one-year term and the remaining members for a two-year term.

6. Committee Operations. The Committee shall:

- 6.1 Elect a Chair and Vice Chair at the first meeting of the Committee. Thereafter, the Committee shall annually elect a Chair and a Vice Chair, who shall act as Chair only when the Chair is absent. In the event the Chair seat or Vice Chair seat becomes vacant, the Committee shall elect a replacement Chair or Vice Chair at the next available meeting.
- 6.2 Operate in accordance with the Ralph M. Brown Act.
- 6.3 Meet up to twice annually or as necessary to review the Annual Audit.
- 6.4 Receive no compensation for service on the Committee.
- 6.5 Receive reasonable administrative or technical assistance from the City Manager or designee, and other City offices, to fulfill its responsibilities.

7. Vacancies

- 7.1 Committee members may be removed from the Committee only by the City Council for repeated absences at committee meetings, malfeasance, failure to meet the qualifications set forth in this resolution, or for inability or unwillingness to fulfill the duties of a Committee member.
- 7.2 In the event of removal, resignation, or death of a Committee members, an appointment shall be made consistent with Section 3.

REPORT TO CITY COUNCIL

City of Nevada City
317 Broad Street
Nevada City, CA 95959
www.nevadacityca.gov

October 12, 2016

TITLE: Informational Update on City Council Strategic Three-Year Goal to Increase Community Awareness and Involvement

RECOMMENDATION: Provide direction to the City Manager.

CONTACT: Mark T. Prestwich, City Manager

BACKGROUND / DISCUSSION: One of the City's three-year strategic goals is to increase community awareness and involvement. To this end, the City Council requested each department head identify and present to the City Manager and City Council at least one area where volunteers can help the City and what they are needed to do. Exhibit A to this report includes a summary of 29 potential volunteer opportunities that would assist the City in accomplishing tasks.

The City's Management Team will now work on prioritizing volunteer areas for implementation and identifying options for development of a Volunteer Program. This information will assist City Manager Mark Prestwich and Council Member David Parker who are slated to present the City Council with a Community Awareness Program by February 15, 2017 that will be intended to increase awareness and the number of volunteers for the City. Early discussions have centered around the possibility of acquiring an online platform/portal for City and local volunteer organizations to utilize for identification and signup of volunteer opportunities.

ENVIRONMENTAL CONSIDERATIONS: Not applicable.

FISCAL IMPACT: Not applicable.

ATTACHMENT:

- ✓ Exhibit A – Preliminary list of potential volunteer opportunities

EXHIBIT A – Preliminary list of potential City volunteer opportunities by department

City Attorney

- Review of the Municipal Code to 1) update the Statutory references for California Cities listing following the Code provisions, and 2) the Ordinance List and Disposition Table

Engineering/Public Works

- Cemetery maintenance
- Pressure washing downtown sidewalks

Finance/Administration

- Records management including the removal of files that are no longer needed
- Utility bill stuffing

Fire Department

- Hydrant maintenance (weed eating/painting)
- Community risk reduction activities
- Speaking to residents/groups about fire safety

Parks & Recreation

- Adopting a section of Pioneer Park (e.g. keeping branches trimmed, garbage picked up, picnic tables & garbage cans painted)
- Clean up days at the park/citywide cleanup (e.g. brush removal, leaf blow parking lots, painting projects, special cleaning projects at Seaman's Lodge, etc.)
- Adopt a section of flower bed at the pool; person or group could help maintain flower beds at the swimming pool
- Adopt a section of trail through the Bear Yuba Land Trust
- Addressing Scotch Broom challenges (usually organized through Sierra Streams Institute and the Fire Safe Council in the spring)
- Sand and stain benches on Sugarloaf Mountain and within Pioneer Park

Planning

- Convert existing applications to digital submittal forms
- Scan existing address files and create an electronic database
- Staff booths at special events to provide information on Energy Action Plan, PACE programs, etc.

Police

- Volunteer coordinator
- Grant researcher/writer
- Downtown Ambassador
- Website monitor/updater
- Front counter assistance
- Volunteer trail checks
- Vacation checks
- Special event assistance
- Newsletter preparation
- Wellness coordinator
- Code enforcement assistance