

EXHIBIT A

AGREEMENT ADDING THE CITY OF SANTA ROSA AS AN ASSOCIATE MEMBER OF THE GOLDEN STATE FINANCE AUTHORITY TO PERMIT THE PROVISION OF PROPERTY ASSESSED CLEAN ENERGY (PACE) PROGRAM SERVICES WITHIN SUCH CITY

This Agreement is made and entered into as of _____, 2021, by and between the Golden State Finance Authority and the City of Santa Rosa, California, a municipal corporation, duly organized and existing under the laws of the State of California ("City") (collectively the "Parties").

RECITALS

WHEREAS, the Golden State Finance Authority, a joint exercise of powers authority formerly known as California Home Finance Authority, or CRHMFA Homebuyers Fund or California Rural Home Mortgage Finance Authority("Authority"), is a joint powers agency organized and existing pursuant to the Joint Powers Act, comprising Articles 1, 2, 3 and 4 of Chapter 5 of Division 7 of Title 1 (commencing with Section 6500) of the Government Code of the State of California and the Joint Power Agreement entered into on July 1, 1993, as amended to date ("Authority JPA"), a copy of which is attached hereto as Exhibit A. ; and

WHEREAS, the Authority has established a property assessed clean energy Program ("PACE Program") to provide for the financing of renewable energy generation, energy and water efficiency improvements, electric vehicle charging infrastructure and other authorized improvements ("Improvements") pursuant to the Mello-Roos Community Facilities Act, set forth in sections 53311 through 53368.3 of the California Government Code ("Act") and particularly in accordance with Sections 53313.5(l) and 53328.1(a) (the "District") and 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, the City desires to allow owners of property within its jurisdiction to participate in the Authority's PACE Program and to allow the Authority to conduct proceedings under the Act and / or Chapter 29 to finance Improvements to be installed on such properties;

WHEREAS, the Authority JPA permits any city or county in the State of California to join the Authority as an associate member ("Associate Member") and to participate in the Authority's PACE Program for the purpose of facilitating the implementation of such program within the city's or county's jurisdiction;

WHEREAS, this Agreement permits the City to become an Associate Member of the Authority and to allow for the provision of PACE services, including the operation of a PACE Program within the incorporated territory of the City;

WHEREAS, this Agreement sets forth the rights, obligations, and duties of the City and Authority with respect to the implementation of the Authority PACE Program within the City's incorporated territory.

MUTUAL UNDERSTANDINGS

NOW, THEREFORE, in consideration of the above premises and of the mutual promises herein contained, the Authority and the City do hereby agree as follows:

A. Associate Membership in Authority JPA

1. The Authority JPA. City agrees to the terms and conditions of the Authority JPA attached hereto as Exhibit A.

2. Associate Membership. By execution of this Agreement, City shall become an Associate Member of Authority on the terms and conditions set forth herein and, in the Authority JPA and consistent with the requirements of the Joint Exercise of Powers Act. The rights and obligations of City as an Associate Member are limited solely to those terms and conditions expressly set forth in this Agreement for the purposes of implementing the PACE Program within the incorporated territory of City. Except as expressly provided for by the this Agreement, City shall not have any rights otherwise granted to Authority's regular Members by the Authority JPA, including but not limited to the right to vote on matters before the Authority's Board of Directors, the right to amend or vote on amendments to the Authority JPA, and the right to sit on committees or boards established under the Authority JPA or by action of the Board of Directors.

B. Implementation of Authority PACE Program within City Jurisdiction

1. Boundaries of the Authority PACE Program within City Jurisdiction. The boundaries within which special taxes or assessments may be entered into under the Authority PACE Program (the "Program Boundaries") shall include the entire incorporated territory of the City.

2. Determination of Eligible Improvements. Authority shall determine the types of distributed generation renewable energy sources, energy efficiency or water conservation improvements, electric vehicle charging infrastructure, or such other improvements as may be authorized pursuant to the Act or Chapter 29 (the "Eligible Improvements") that will be eligible to be financed under the PACE Program.

3. Ongoing Administration. Authority shall be responsible for the ongoing administration of the PACE Program, including but not limited to soliciting, reviewing and approving applications from residential and commercial property owners desiring to participate in the PACE Program, establishing contracts for residential, commercial and other property owners participating in such program, establishing and collecting special taxes or assessments due under the PACE Program, and adopting and implementing any rules or regulations for the PACE Program. The City will not be responsible for the conduct of any proceedings required to be taken under the Act or Chapter 29; the levy or collection of special taxes or assessments or any required remedial action in the case of delinquencies in such special taxes or assessment payments.

C. Miscellaneous Provisions.

1. Withdrawal. City or Authority may withdraw from this Agreement upon written notice to the other party in accordance with the terms of the Authority JPA. City may withdraw approval for conduct of the PACE Program within the jurisdictional limits of City upon thirty (30) days written notice to Authority without liability to the Authority or any affiliated entity. City withdrawal shall not affect the validity of any voluntary special taxes or 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 special assessment contracts were submitted to and approved by Authority prior to the date of City's notice of withdrawal.

2. Mutual Indemnification and Liability. Authority and City shall mutually defend, indemnify and hold the other party 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 indemnifying party or its directors, officials, officers, employees and agents in connection with the PACE Program administered by the Authority under this Agreement, 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. In no event shall any of Authority's Members or their officials, officers or employees be held directly liable for any damages or liability resulting out of this Agreement.

3. **Insurance.** Authority shall secure and maintain in full force and effect during the full term of this agreement commercial general liability insurance or participation in a self-insurance program, including coverage for owned and non-owned automobiles and

other insurance necessary to protect the public, with limits of liability of not less than \$1 million combined single limit bodily injury and property damage. Policies shall be written by carriers reasonably satisfactory to City. On request, a certificate evidencing the insurance requirements of this paragraph shall be provided.

4. 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 PACE Program under this Agreement.

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

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

Authority:
[insert GSFA contact person / address]

with copy to Ygrene:
Ygrene Energy Fund California LLC
2100 S. McDowell Boulevard
Petaluma, CA 94954
Attn: General Counsel

City:
Sean McGlynn, City Manager
City of Santa Rosa
Office of the City Manager
100 Santa Rosa Ave, Room 10
Santa Rosa Ca, 95404
(707) 543-3010

7. Entire Agreement. This Agreement, together with the Authority JPA, constitutes the entire agreement among the Parties pertaining to the subject matter hereof. This Agreement 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.

8. Successors and Assigns. This Agreement 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 Agreement with prior written approval of the other Party, which approval shall not be unreasonably withheld.

9. 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.

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

11. No Third-Party Beneficiaries. This Agreement 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 Agreement to maintain a suit for personal injuries or property damages under the provisions of this Agreement. The duties, obligations, and responsibilities of the Parties to this Agreement with respect to third party beneficiaries shall remain as imposed under existing state and federal law.

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

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

14. Amendment. This Agreement 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 Agreement shall be of no effect.

15. Effective Date. This Agreement shall become effective upon the execution thereof by the Parties hereto.

16. Counterparts and Electronic Signatures. This Agreement and future documents relating thereto may be executed in one or more counterparts, each of which shall be deemed to be an original, which together shall constitute the same instrument. Counterparts and/or signatures delivered by facsimile, pdf or City-approved electronic means have the same force and effect as the use of a manual signature. Both City and Authority wish to permit this Agreement and future documents relating thereto to be electronically signed in accordance with applicable federal and California law. Either Party to this Agreement may revoke its permission to use electronic signatures at any time for future documents by providing notice pursuant to the Agreement. The Parties agree that electronic signatures, by their respective signatories are intended to authenticate such signatures and to give rise to a valid, enforceable, and fully effective Agreement. The City reserves the right to reject any digital signature that cannot be positively verified by the City as an authentic electronic signature.

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

GOLDEN STATE FINANCE AUTHORITY

By: _____
[INSERT NAME / TITLE]

CITY OF SANTA ROSA, CALIFORNIA

By: _____,
Mayor, City Council

Attest:

City Clerk

Approved as to Form

City Attorney's Office

Exhibit A – Authority Joint Powers Agreement