

## **FIRST AMENDMENT TO JOINT EXERCISE OF POWERS AGREEMENT**

### **SANTA ROSA PUBLIC FINANCING AUTHORITY**

This First Amendment to Joint Exercise of Powers Agreement (this "First Amendment") is dated as of \_\_\_\_\_, 2017, among the City of Santa Rosa, a municipal corporation and charter city duly organized and existing under the Constitution of the State of California (the "City"), the Successor Agency to the Redevelopment Agency of the City of Santa Rosa, a public entity duly organized and existing under the laws of the State of California (the "Successor Agency"), and the Housing Authority of the City of Santa Rosa, a public entity duly organized and existing under the laws of the State of California (the "Housing Authority");

#### *B A C K G R O U N D :*

1. The City and the Redevelopment Agency of the City of Santa Rosa (the "Agency") previously entered into a Joint Exercise of Powers Agreement dated as of September 1, 2004 (the "Joint Powers Agreement") forming the Santa Rosa Public Financing Authority (the "Public Financing Authority") as a separate public agency under the laws of the State of California.

2. The Agency was dissolved under the provisions of Assembly Bill X1 26, which became effective on June 29, 2011 (the "Dissolution Act"), and under the Dissolution Act all of the authority, rights, powers, duties and obligations of the Agency have been vested in the City of Santa Rosa, as the Successor Agency.

3. The Housing Authority was formed pursuant to Resolution No. 9752 adopted by the City Council of the City of Santa Rosa on July 27, 1971, as a public entity duly organized and existing under the laws of the State of California.

4. In order to ensure the continuing existence of the Public Financing Authority, the City and the Successor Agency to the Redevelopment Agency of the City of Santa Rosa (the "Successor Agency") have proposed to add the Housing Authority as an additional member.

5. Concurrently with the addition of the Housing Authority as an additional member of the Public Financing Authority, the parties to the Joint Powers Agreement have further proposed to remove the Successor Agency as a member of the Public Financing Authority.

#### *A G R E E M E N T :*

In consideration of the premises and the material covenants contained herein, the City, the Successor Agency and the Housing Authority hereby agree as follows:

#### **Section 1. Amendment to Add Housing Authority as Additional Member.**

The Joint Powers Agreement is hereby amended by adding the Housing Authority as an additional party thereto. By its execution of this First Amendment, the Housing Authority shall become a member of the Public Financing Authority for all purposes thereof, and

shall be deemed to be a signatory to the Joint Powers Agreement. From and after the date of execution and delivery of this First Amendment, the Housing Authority shall be deemed to be a "Member" of the Joint Powers Agreement under and within the meaning thereof.

**Section 2. Amendment to Remove Successor Agency as Member.** The Joint Powers Agreement is hereby further amended by removing the Successor Agency as a member of the Public Financing Authority. By its execution of this First Amendment, the Successor Agency shall cease to be a member of the Public Financing Authority for all purposes thereof.

From the effective date of this First Amendment, all references in the Joint Powers Agreement to the Agency shall be deemed to be a reference to the Housing Authority.

**Section 3. Technical Amendments.**

Section 2.04 of the Joint Powers Agreement is hereby amended to add the following paragraph (c):

"(c) Regular Meetings. The date, hour and place of the holding of regular meetings shall be fixed by resolution of the Board and a copy of such resolution shall be filed with each of the Members. Unless otherwise provided, regular meetings shall be held on the same date and time as regular meetings of the City Council of the City. If the Secretary does not post an agenda for a regular meeting pursuant to Government Code §54954.21, then such failure to post shall be deemed to be a determination by the Chair that no items required discussion and, therefore, that the regular meeting should be cancelled, except as otherwise provided in §54954.2."

**Section 4. Effect of Amendment.** The Joint Powers Agreement shall remain in effect, and the Public Financing Authority shall continue its existence as a joint exercise of powers agency under the laws of the State of California, at all times following the execution and delivery of this First Amendment, notwithstanding the dissolution of the Agency and any resulting dissolution of the Successor Agency.

**Section 5. Effective Date.** This First Amendment shall take effect immediately upon (i) the adoption of a resolution approving the execution and delivery hereof by the governing body of each of the City, the Successor Agency and the Housing Authority, and (ii) the effective date of a resolution of the Oversight Board of the Successor Agency to the Redevelopment Agency of the City of Santa Rosa, notwithstanding that the execution and delivery of this First Amendment may take place subsequent to the adoption of such resolutions.

**Section 6. Execution in 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.

**Section 7. Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

**CITY OF SANTA ROSA**

By: \_\_\_\_\_  
Mayor

ATTEST:

By: \_\_\_\_\_  
City Clerk

**SUCCESSOR AGENCY TO THE  
REDEVELOPMENT AGENCY OF THE  
CITY OF SANTA ROSA**

By: \_\_\_\_\_  
Chair

ATTEST:

By: \_\_\_\_\_  
Secretary

**SANTA ROSA HOUSING AUTHORITY**

By: \_\_\_\_\_  
Chairman

ATTEST:

By: \_\_\_\_\_  
Secretary