



CITY OF INGLEWOOD

OFFICE OF THE CITY MANAGER



DATE: October 15, 2013

TO: Mayor and Council Members

FROM: Economic and Community Development Department

SUBJECT: Resolution to Provide Expanded Property-Assessed Clean Energy (PACE) Program Financing Options in Inglewood

RECOMMENDATION:

It is recommended that the Mayor and Council Members take the following actions:

- 1) Adopt a resolution consenting to the inclusion of properties within the City's jurisdiction in the California Home Energy Renovation Opportunity (HERO) Program; and
- 2) Approve an amendment to the Western Riverside Council of Governments (WRCOG) Joint Powers Authority to add the City of Inglewood as an associate member to permit the provision of the California Hero program services within the City.

BACKGROUND:

Assembly Bill 811, which was approved in 2008 by the State legislature and later amended by Assembly Bill 474 in 2010, authorized local governments to provide financing to qualified property owners for installation of energy and water efficient improvements as well as renewable energy systems that are permanently affixed to a structure or property. Under these programs, participating property owners repay the cost of improvements through an assessment levied against the property, which is payable in semi-annual installments on property tax bills secured by a lien against the property. The assessment remains on the property until the cost of the improvement has been repaid. This type of transaction is known as Property-Assessed Clean Energy (PACE) financing and can be provided either by a local government or through an outside governmental entity authorized by the local government.

PACE financing can be used for qualifying energy and water efficient improvements, renewable energy systems, and plug-in vehicle charging systems. The improvements must be permanently attached to the building (e.g. solar panel array, roof insulation, or electric vehicle plug). Unattached improvements, such as energy efficient appliances, do not qualify for PACE financing.

In July 2010, the City Council adopted a resolution authorizing participation in the Los Angeles Energy Program (LACEP), a PACE program established by the Los Angeles County Board of Supervisors for properties within unincorporated areas of Los Angeles county. LACEP was also

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made available to incorporated cities within the county that chose to authorize LACEP within their communities. LACEP provides PACE financing for energy/water efficient improvements on commercial, industrial, civic, and residential properties of five or more units. Currently, no properties in Inglewood have secured PACE financing, but three (3) properties are currently in the application process.

In March 2013, the City Council adopted the Inglewood Energy and Climate Action Plan (ECAP) which provides a road map for the City to encourage and facilitate energy-efficiency and greenhouse gas reductions in the community. The proposed resolution would expand PACE program options for property owners and businesses and establish a more comprehensive PACE program in Inglewood, as outlined in the ECAP.

The existing City-approved LACEP is available to non-residential property owners or residential properties with five or more units. By authorizing an additional program (HERO) to operate in Inglewood, non-residential property owners would have additional programs to consider and smaller residential properties, including single-family properties, would now have the opportunity to utilize PACE financing.

In July 2013, the South Bay Cities Council of Governments voted to endorse HERO and other specific PACE programs and recommended that all South Bay cities partner with these organizations to offer their programs within South Bay communities.

DISCUSSION:

Based on data in the Inglewood ECAP, eighty-seven percent (87%) of electricity and ninety-five percent (95%) of natural gas used in Inglewood in 2010 was in the residential, commercial, and municipal sectors, mainly to light, heat, and cool buildings. This level of energy usage for building operations is typical among jurisdictions throughout California. It is estimated that energy used for building operations in all sectors could be substantially reduced through energy efficient upgrades and improvements in buildings.

Energy independence, as well as the development of renewable energy systems, is also supported by the efficiency upgrades that would be possible for participants in the PACE programs. Two key barriers (high up front improvement costs and traditional loan financing drawbacks) may prevent property owners from implementing a greater number of energy/water efficient and renewable energy improvements. PACE financing is aimed at mitigating these barriers.

PACE financing is similar to a loan in that it allows a property owner to pay off debt in installments over a long period of time. However, unlike a traditional loan, it is property-based rather than applicant-based and offers the following advantages over traditional loan financing:

- No initial deposit is required,
- Interest rate does not depend on a credit score, income, or other applicant characteristics,

- Financing is not reflected in credit reports, and
- Repayment of the loan stays with the property, not the property owner.

Participation in a PACE assessment program is voluntary for property owners; however, cities must take specific actions to make PACE programs available to property owners in their jurisdiction. Cities can establish the financing behind a PACE program within their jurisdiction in one of two ways:

1. Directly provide the financing--usually in the form of a municipal bond. In this approach, the city is also responsible for managing and administering the program, or
2. Outside public entities, when authorized by a city, can provide the financing, management, and administration behind a PACE program. The cost of administering the program is factored into the financing terms.

At this time, the vast majority of cities have elected to partner with outside public entities to provide PACE financing, due to the minimal administrative support needed to offer a PACE program to property owners. Although PACE programs are administered by public agencies, financing is provided through a lending institution

Like most PACE programs, HERO has property eligibility requirements such as the following:

- Remaining mortgage amount cannot exceed the current property value;
- Property taxes must be current for the previous five (5) or more years;
- Applicant cannot have filed a bankruptcy in the past ten (10) or more years.
- Mortgage payments must be current for the previous one (1) or more years, and no delinquencies or late payments in the past five (5) or more years.

The primary limitation on PACE financing at this time is that should a foreclosure occur, PACE financing is paid before any other loans against the property. For this reason, neither Fannie Mae nor Freddie Mac, national mortgage financing agencies, finance properties with PACE liens due to the increased financial risks to their organizations. As a result, when a property is sold or refinanced it is not eligible for a Fannie Mae or Freddie Mac loan. This information is disclosed to prospective PACE applicants who are advised that property owners may be required to pay off the assessment amount prior to selling or taking out a loan on the property. This limitation has led some PACE financiers to discontinue financing for residential projects with less than four (4) units. According to HERO program administrators, less than one percent (1%) of properties sold with a PACE assessment had to repay the assessment in order for the property to be sold or refinanced, due to this limitation.

Authorization to allow this PACE program to operate in Inglewood would provide a new PACE option to non-residential properties and would provide an opportunity for smaller residential projects to utilize PACE financing.

ADDITIONAL CONSIDERATIONS:

City staff have been in communication with Figtree PACE, another PACE program that could be made available to commercial and residential property owners in Inglewood. The underlying joint powers authority that established Figtree, the California Enterprise Development Authority (CEDA), is currently reviewing the draft resolution and agreement proposed by the City and will be presented to the Council once approved by CEDA. Like HERO, the Figtree PACE program would provide a financing option for energy efficient improvements to commercial and residential properties, including single family residential. In the interest of establishing a PACE program for single family residential properties as expeditiously as possible, staff has moved forward with presenting the HERO program in lieu of waiting to present both HERO and Figtree together.

FINANCIAL/FUNDING ISSUES AND SOURCES:

There is no fiscal impact to the City.

LEGAL REVIEW VERIFICATION: CBS

This report, in its entirety, has been submitted to, reviewed and approved by the Office of the City Attorney.

FINANCE REVIEW VERIFICATION: EF

This report, in its entirety, has been submitted to, reviewed and approved by the Finance Department.

DESCRIPTION OF ANY ATTACHMENTS:

Attachment No. 1: Hero Resolution and Agreement

APPROVAL VERIFICATION SHEET

PREPARED BY:

Linda F. Tatum, AICP, Acting Director, Economic and Community Development Dept. *LT (ref.)*
Mindy Wilcox, AICP, Senior Planner *MW (ref.)*

COUNCIL PRESENTER:

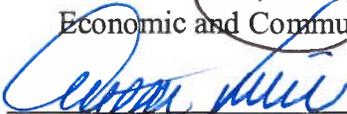
Linda F. Tatum, AICP, Acting Director, Economic and Community Development Dept.

DEPARTMENT HEAD APPROVAL:



Linda F. Tatum, AICP, Acting Director
Economic and Community Development Department

CITY MANAGER APPROVAL:



Artie Fields, City Manager

Updated through July, 2012

JOINT POWERS AGREEMENT OF
THE WESTERN RIVERSIDE
COUNCIL OF GOVERNMENTS

This Agreement is made and entered into on the 1st day of April, 1991, pursuant to Government Code Section 6500 et. seq. and other pertinent provisions of law, by and between six or more of the cities located within Western Riverside County and the County of Riverside.

RECITALS

A. Each member and party to this Agreement is a governmental entity established by law with full powers of government in legislative, administrative, financial, and other related fields.

B. The purpose of the formation is to provide an agency to conduct studies and projects designed to improve and coordinate the common governmental responsibilities and services on an area-wide and regional basis through the establishment of an association of governments. The Council will explore areas of inter-governmental cooperation and coordination of government programs and provide recommendations and solutions to problems of common and general concern.

C. When authorized pursuant to an Implementation Agreement, the Council shall manage and administer thereunder.

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

I.

PURPOSE AND POWERS

1.1 Agency Created.

There is hereby created a public entity to be known as the "Western Riverside Council of Governments" ("WRCOG"). WRCOG is formed by this Agreement pursuant to the provision of Government Code Section 6500 et. seq. and other pertinent provision of law. WRCOG shall be a public entity separate from the parties hereto.

1.2 Powers.

1.2.1. WRCOG established hereunder shall perform all necessary functions to fulfill the purposes of this Agreement. Among other functions, WRCOG shall:

- a. Serve as a forum for consideration, study and recommendation on area-wide and regional problems;
- b. Assemble information helpful in the consideration of problems peculiar to Western Riverside County;
- c. Explore practical avenues for intergovernmental cooperation, coordination and action in the interest of local public welfare and means of improvements in the administration of governmental services; and
- d. Serve as the clearinghouse review body for Federally-funded projects in accordance with Circular A-95 in conjunction with the Southern California Association of Governments.

1.2.2. The Council shall have the power in its own name to do any of the following;

a. When necessary for the day to day operation of the Council, to make and enter into contracts;

b. To contract for the services of engineers, attorneys, planners, financial consultants and separate and apart therefrom to employ such other persons, as it deems necessary;

c. To apply for an appropriate grant or grants under any federal, state, or local programs.

d. To receive gifts, contributions and donations of property, funds, services and other forms of financial assistance from persons, firms, corporations and any governmental entity;

e. To lease, acquire, construct, manage, maintain, and operate any buildings, works, or improvements;

f. To delegate some or all of its powers to the Executive Committee and the Executive Director of the Council as hereinafter provided.

1.2.3 The association shall have the power in its own name, only with the approval of all affected member agencies to;

a. Acquire, hold and dispose of property by eminent domain, lease, lease purchase or sale.

b. To incur debts, liabilities, obligations, and issue bonds;

II.

ORGANIZATION OF COUNCIL

2.1 Parties.

The parties to WRCOG shall be the County of Riverside and each city located within Western Riverside County which has executed or hereafter executes this Agreement, or any addenda, amendment, or supplement thereto and agrees to such become a member upon such terms and conditions as established by the general council or executive committee, and which has not, pursuant to provisions hereof, withdrawn therefrom. Only the parties identified in this section shall be considered contracting parties to the JPA under Government Code section 6502.

2.2 Names.

The names, particular capacities and addresses of the parties at any time shall be shown on Exhibit "A" attached hereto, as amended or supplemented from time to time.

2.3 Duties.

WRCOG shall do whatever is necessary and required to carry out the purposes of this agreement and when authorized by an Implementation Agreement pursuant to section 1.2.3 as appropriate, to make and enter into such contracts, incur such debts and obligations, assess contributions from the members, and perform such other acts as are necessary to the accomplishment of the purposes of such agreement, within the provisions of Government Code Section 6500 et seq. and as prescribed by the laws of the State of California.

2.4 Governing Body.

2.4.1. WRCOG shall be governed by a General Assembly with membership consisting of the appropriate representatives from the County of Riverside, each city which is a signatory to this Agreement, Western Municipal Water District, and Eastern Municipal Water District, the number of which shall be determined as hereinafter set forth. The General Assembly shall meet at least once annually, preferably scheduled in the evening. Each member agency of the General Assembly shall have one vote for each mayor, council member, county supervisor, and water district board member present at the General Assembly. The General Assembly shall act only upon a majority of a quorum. A quorum shall consist of a majority of the total authorized representatives, provided that members representing a majority of the member agencies are present. The General Assembly shall adopt and amend by-laws for the administration and management of this Agreement, which when adopted and approved shall be an integral part of this Agreement. Such by-laws may provide for the management and administration of this Agreement.

2.4.2. There shall be an Executive Committee which exercises the powers of this Agreement between sessions of the General Assembly. Members of the Executive Committee shall be the Mayor from each of the member cities, four members of the Riverside County Board of Supervisors and the President of each Water District, the remaining member of the Board of Supervisors shall serve as an alternate, except any City Council, at its discretion, can appoint a Mayor Pro Tem or other city council member in place of the Mayor, and each water district board, at its discretion, can appoint another board member in place of the President. The Executive Committee shall act only upon a majority of a quorum. A quorum shall consist of a majority of the member agencies.

Membership of the Water Districts on the General Assembly and Executive Committee of WRCOG shall be conditioned on the Water Districts entering into a separate Memorandums of Understanding with WRCOG. Membership of the Riverside County Superintendent of Schools on the General Assembly and Executive Committee of WRCOG shall be conditioned on the Superintendent of Schools entering into a separate Memorandums of Understanding with WRCOG.

2.4.3. Each member of the General Assembly and the Executive Committee shall be a current member of the legislative body such member represents.

2.4.4. Each participating member on the Executive Committee shall also have an alternate, who must also be a current member of the legislative body of the party such alternate represents. The name of the alternate members shall be on file with the Executive Committee. In the absence of the regular member from an agency, the alternate member from such agency shall assume all rights and duties of the absent regular member.

2.5 Executive Director.

The Executive Director shall be the chief administrative officer of the Council. He shall receive such compensation as may be fixed by the Executive Committee. The powers and duties of the Executive Director shall be subject to the authority of the Executive Committee and include the following:

- a. To appoint, direct and remove employees of the Council.
- b. Annually to prepare and present a proposed budget to the Executive Committee and General Assembly.
- c. Serve as Secretary of the Council and of the Executive Committee.

- d. To attend meetings of the Executive Committee.
- e. To perform such other and additional duties as the Executive Committee may require.

2.6 Principal Office.

The principal office of WRCOG shall be established by the Executive Committee and shall be located within Western Riverside County. The Executive Committee is hereby granted full power and authority to change said principal office from one location to another within Western Riverside County. Any change shall be noted by the Secretary under this section but shall not be considered an amendment to this Agreement.

2.7 Meetings.

The Executive Committee shall meet at the principal office of the agency or at such other place as may be designated by the Executive Committee. The time and place of regular meetings of the Executive Committee shall be determined by resolution adopted by the Executive Committee; a copy of such resolution shall be furnished to each party hereto. Regular, adjourned and special meetings shall be called and conducted in accordance with the provisions of the Ralph M. Brown Act, Government Code Section 54950 et. seq., as it may be amended.

2.8 Powers and Limitations of the Executive Committee.

Unless otherwise provided herein, each member or participating alternate of the Executive Committee shall be entitled to one vote, and a vote of the majority of those present and qualified to vote constituting a quorum may adopt any motion, resolution, or

order and take any other action they deem appropriate to carry forward the objectives of the Council.

2.9 Minutes.

The secretary of the Council shall cause to be kept minutes of regular adjourned regular and special meetings of the General Assembly and Executive Committee, and shall cause a copy of the minutes to be forwarded to each member and to each of the members hereto.

2.10 Rules.

The Executive Committee may adopt from time to time such rules and regulations for the conduct of its affairs consistent with this agreement or any Implementation Agreement.

2.11 Vote or Assent of Members.

The vote, assent or approval of the members in any manner as may be required, hereunder shall be evidenced by a certified copy of the action of the governing body of such party filed with the Council. It shall be the responsibility of the Executive Director to obtain certified copies of said actions.

2.12 Officers.

There shall be selected from the membership of the Executive Committee, a chairperson and a vice chairperson. The Executive Director shall be the secretary. The Treasurer of the County of Riverside shall be the Treasurer of the Council and the Controller or Auditor of the County of Riverside shall be the Auditor of the Council. Such persons shall possess the powers of, and shall perform the treasurer and auditor functions respectively, for WRCOG and perform those functions required of them by Government

Code Sections 6505, 6505.5 and 6505.6, and by all other applicable laws and regulations, including any subsequent amendments thereto.

The chairperson and vice chairperson, shall hold office for a period of one year commencing July 1st of each and every fiscal year; provided, however, the first chairperson and vice chairperson appointed shall hold office from the date of appointment to June 30th of the ensuing fiscal year. Except for the Executive Director, any officer, employee, or agent of the Executive Committee may also be an officer, employee, or agent of any of the members. The appointment by the Executive Committee of such a person shall be evidence that the two positions are compatible.

2.13 Committees.

The Executive Committee may, as it deems appropriate, appoint committees to accomplish the purposes set forth herein. All committee meetings of WRCOG, including those of the Executive Committee, shall be open to all members.

2.14 Additional Officers and Employees.

The Executive Committee shall have the power to authorize such additional officers and assistants as may be appropriate. Such officers and employees may also be, but are not required to be, officers and employees of the individual members.

2.15 Bonding Requirement.

The officers or persons who have charge of, handle, or have access to any property of WRCOG shall be the members of the Executive Committee, the treasurer, the Executive Director, and any other officers or persons to be designated or empowered by the Executive Committee. Each such officer or person shall be required to file an official bond with the Executive Committee in an amount which shall be established by the

Executive Committee. Should the existing bond or bonds of any such officer be extended to cover the obligations provided herein, said bond shall be the official bond required herein. The premiums on any such bonds attributable to the coverage required herein shall be appropriate expenses of WRCOG.

2.16 Status of Officers and Employees.

All of the privileges and immunities from liability, exemption from laws, ordinances and rules, all pension, relief, disability, worker's compensation, and other benefits which apply to the activity of officers, agents, or employees of any of the members when performing their respective functions shall apply to them to the same degree and extent while engaged in the performance of any of the functions and other duties under this Agreement. None of the officers, agents, or employees appointed by the Executive Committee shall be deemed, by reason of their employment by the Executive Committee, to be employed by any of the members or, by reason of their employment by the Executive Committee, to be subject to any of the requirements of such members.

2.17 Restrictions.

Pursuant to Government Code Section 6509, for the purposes of determining the restrictions to be imposed by the Council in its exercise of the above-described joint powers, reference shall be made to, and the Council shall observe, the restrictions imposed upon the County of Riverside.

2.18 Water Districts and TUMF Matters.

Pursuant to this Joint Powers Agreement, WRCOG administers the Transportation Mitigation Fee ("TUMF") for cities in western Riverside County. The fee was established prior to the Water District's involvement with WRCOG and will fund transportation

improvements for the benefit of the County of Riverside and the cities in western Riverside County. As such, the Western Municipal Water District and the Eastern Municipal Water District General Assembly and Executive Committee Members shall not vote on any matter related to the administration of the TUMF program or the expenditure of TUMF revenues.

III

FUNDS AND PROPERTY

3.1 Treasurer.

The Treasury of the member agency whose Treasurer is the Treasurer for WRCOG shall be the depository for WRCOG. The Treasurer of the Council shall have custody of all funds and shall provide for strict accountability thereof in accordance with Government Code Section 6505.5 and other applicable laws of the State of California. He or she shall perform all of the duties required in Government Code Section 6505 and following, such other duties as may be prescribed by the Executive Committee.

3.2. Expenditure of Funds.

The funds under this Agreement shall be expended only in furtherance of the purposes hereof and in accordance with the laws of the State of California and standard accounting practices shall be used to account for all funds received and disbursed.

3.3. Fiscal Year.

WRCOG shall be operated on a fiscal year basis, beginning on July 1 of each year and continuing until June 30 of the succeeding year. Prior to July 1 of each year, the General Assembly shall adopt a final budget for the expenditures of WRCOG during the following fiscal Year.

3.4. Contributions/Public Funds.

In preparing the budget, the General Assembly by majority vote of a quorum shall determine the amount of funds which will be required from its members for the purposes of this Agreement. The funds required from its members after approval of the final budget shall be raised by contributions 50% of which will be assessed on a per capita basis and 50% on an assessed valuation basis, each city paying on the basis of its population and assessed valuation and the County paying on the basis of the population and assessed valuation within the unincorporated area of Western Riverside County as defined in the by-laws. The parties, when informed of their respective contributions, shall pay the same before August 1st of the fiscal year for which they are assessed or within sixty days of being informed of the assessment, whichever occurs later. In addition to the contributions provided, advances of public funds from the parties may be made for the purposes of this Agreement. When such advances are made, they shall be repaid from the first available funds of WRCOG.

The General Assembly shall have the power to determine that personnel, equipment or property of one or more of the parties to the Agreement may be used in lieu of fund contributions or advances.

All contributions and funds shall be paid to WRCOG and shall be disbursed by a majority vote of a quorum of the Executive Committee, as authorized by the approved budget.

3.5 Contribution from Water Districts.

The provision of section 3.4 above shall be inapplicable to the Western Municipal Water District and the Eastern Municipal Water District. The amount of contributions from these water districts shall be through the WRCOG budget process.

IV

BUDGETS AND DISBURSEMENTS

4.1 Annual Budget.

The Executive Committee may at any time amend the budget to incorporate additional income and disbursements that might become available to WRCOG for its purposes during a fiscal year.

4.2 Disbursements.

The Executive Director shall request warrants from the Auditor in accordance with budgets approved by the General Assembly or Executive Committee subject to quarterly review by the Executive Committee. The Treasurer shall pay such claims or disbursements and such requisitions for payment in accordance with rules, regulations, policies, procedures and bylaws adopted by the Executive Committee.

4.3 Accounts.

All funds will be placed in appropriate accounts and the receipt, transfer, or disbursement of such funds during the term of this Agreement shall be accounted for in accordance with generally accepted accounting principles applicable to governmental entities and pursuant to Government Code Sections 6505 et seq. and any other applicable laws of the State of California. There shall be strict accountability of all funds. All revenues and expenditures shall be reported to the Executive Committee.

4.4 Expenditures Within Approved Annual Budget.

All expenditures shall be made within the approved annual budget. No expenditures in excess of those budgeted shall be made without the approval of a majority of a quorum of the Executive Committee.

4.5 Audit.

The records and accounts of WRCOG shall be audited annually by an independent certified public accountant and copies of such audit report shall be filed with the County Auditor, State Controller and each party to WRCOG no later than fifteen (15) days after receipt of said audit by the Executive Committee.

4.6 Reimbursement of Funds.

Grant funds received by WRCOG from any federal, state, or local agency to pay for budgeted expenditures for which WRCOG has received all or a portion of said funds from the parties hereto shall be used as determined by WRCOG's Executive Committee.

V

LIABILITIES

5.1 Liabilities.

The debts, liabilities, and obligation of WRCOG shall be the debts, liabilities, or obligations of WRCOG alone and not of the parties to this Agreement.

5.2 Hold Harmless and Indemnity.

Each party hereto agrees to indemnify and hold the other parties harmless from all liability for damage, actual or alleged, to persons or property arising out of or resulting from negligent acts or omissions of the indemnifying party or its employees. Where the General Assembly or Executive Committee itself or its agents or employees are

held liable for injuries to persons or property, each party's liability for contribution or indemnity for such injuries shall be based proportionately upon the contributions (less voluntary contributions) of each member. In the event of liability imposed upon any of the parties to this Agreement, or upon the General Assembly or Executive Committee created by this Agreement, for injury which is caused by the negligent or wrongful act or omission of any of the parties in the performance of this Agreement, the contribution of the party or parties not directly responsible for the negligent or wrongful act or omission shall be limited to One Hundred Dollars (\$100.00). The party or parties directly responsible for the negligent or wrongful acts or omissions shall indemnify, defend, and hold all other parties harmless from any liability for personal injury or property damage arising out of the performance of this Agreement. The voting for or against a matter being considered by the General Assembly or executive or other committee or WRCOG, or abstention from voting on such matter, shall not be construed to constitute a wrongful act or omission within the meaning of this Subsection.

VI

ADMISSION AND WITHDRAWAL OF PARTIES

6.1 Admission of New Parties.

It is recognized that additional cities other than the original parties, may wish to participate in WRCOG. Any Western Riverside County city may become a party to WRCOG upon such terms and conditions as established by the General Assembly or Executive Committee. Any Western Riverside County city shall become a party to WRCOG by the adoption by the city council of this agreement and the execution of a written addendum thereto agreeing to the terms of this Agreement and agreeing to any

additional terms and conditions that may be established by the general assembly or Executive Committee. Special districts which are significantly involved in regional problems and the boundaries of which include territory within the collective area of the membership shall be eligible for advisory membership in the Council. The representative of any such advisory member may participate in the work of committees of the Council.

6.2 Withdrawal from WRCOG.

It is fully anticipated that each party hereto shall participate in WRCOG until the purposes set forth in this Agreement are accomplished. The withdrawal of any party, either voluntary or involuntary, unless otherwise provided by the General Assembly or Executive Committee, shall be conditioned as follows:

a. In the case of a voluntary withdrawal following a properly noticed public hearing, written notice shall be given to WRCOG, six months prior to the effective date of withdrawal;

b. Withdrawal shall not relieve the party of its proportionate share of any debts or other liabilities incurred by WRCOG prior to the effective date of the parties' notice of withdrawal;

c. Unless otherwise provided by a unanimous vote of the Executive Committee, withdrawal shall result in the forfeiture of that party's rights and claims relating to distribution of property and funds upon termination of WRCOG as set forth in Section VII below;

d. Withdrawal from any Implementation Agreement shall not be deemed withdrawal from membership in WRCOG.

VII

TERMINATION AND DISPOSITION OF ASSETS

7.1 Termination of this Agreement.

WRCOG shall continue to exercise the joint powers herein until the termination of this Agreement and any extension thereof or until the parties shall have mutually rescinded this Agreement; providing, however, that WRCOG and this Agreement shall continue to exist for the purposes of disposing of all claims, distribution of assets and all other functions necessary to conclude the affairs of WRCOG.

Termination shall be accomplished by written consent of all of the parties, or shall occur upon the withdrawal from WRCOG of a sufficient number of the agencies enumerated herein so as to leave less than five of the enumerated agencies remaining in WRCOG.

7.2 Distribution of Property and Funds.

In the event of the termination of this Agreement, any property interest remaining in WRCOG following the discharge of all obligations shall be disposed of as the Executive Committee shall determine with the objective of distributing to each remaining party a proportionate return on the contributions made to such properties by such parties, less previous returns, if any.

VIII

IMPLEMENTATION AGREEMENTS

8.1 Execution of Agreement.

When authorized by the Executive Committee, any affected member agency or agencies enumerated herein, may execute an Implementation Agreement for the

purpose of authorizing WRCOG to implement, manage and administer area-wide and regional programs in the interest of the local public welfare. The costs incurred by WRCOG in implementing a program including indirect costs, shall be assessed only to those public agencies who are parties to that Implementation Agreement.

IX

MISCELLANEOUS

9.1 Amendments.

This Agreement may be amended with the approval of not less than two-thirds (2/3) of all member agencies.

9.2 Notice.

Any notice or instrument required to be given or delivered by depositing the same in any United States Post Office, registered or certified, postage prepaid, addressed to the addresses of the parties as shown on Exhibit "A", shall be deemed to have been received by the party to whom the same is addressed at the expiration of seventy-two (72) hours after deposit of the same in the United States Post Office for transmission by registered or certified mail as aforesaid.

9.3 Effective Date.

This Agreement shall be effective and WRCOG shall exist from and after such date as this Agreement has been executed by any seven or more of the public agencies, including the County of Riverside, as listed on page 1 hereof.

9.4 Arbitration.

Any controversy or claim between any two or more parties to this Agreement, or between any such party or parties and WRCOG, with respect to disputes, demands,

differences, controversies, or misunderstandings arising in relation to interpretation of this Agreement, or any breach thereof, shall be submitted to and determined by arbitration. The party desiring to initiate arbitration shall give notice of its intention to arbitrate to every other party to this Agreement and to the Executive Director of the Council. Such notice shall designate as "respondents" such other parties as the initiating party intends to have bound by any award made therein. Any party not so designated but which desires to join in the arbitration may, within ten (10) days of service upon it of such notice, file with all other parties and with the Executive Director of the Council a response indicating its intention to join in and to be bound by the results of the arbitration, and further designating any other parties it wishes to name as a respondent. Within twenty (20) days of the service of the initial demand for arbitration, the initiating party and the respondent or respondents shall each designate a person to act as an arbitrator. The designated arbitrators shall mutually designate the minimal number of additional persons as arbitrators as may be necessary to create an odd total number of arbitrators but not less than three to serve as arbitrator(s).

The arbitrators shall proceed to arbitrate the matter in accordance with the provisions of Title 9 of Part 3 of the Code of Civil Procedure, Section 1280 et. seq. The parties to this Agreement agree that the decision of the arbitrators will be binding and will not be subject to judicial review except on the ground that the arbitrators have exceeded the scope of their authority.

9.5 Partial Invalidity.

If any one or more of the terms, provisions, sections, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the

remaining terms, provisions, sections, promises, covenants and conditions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

9.6 Successors.

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto.

9.7 Assignment.

The parties hereto shall not assign any rights or obligations under this Agreement without written consent of all other parties.

9.8 Execution.

The Board of Supervisors of the County of Riverside and the city councils of the cities enumerated herein have each authorized execution of this Agreement as evidenced by the authorized signatures below, respectively.

Original Members Agencies

1. City of Banning
2. City of Beaumont (withdrawn)
3. City of Calimesa
4. City of Canyon Lake
5. City of Corona
6. City of Hemet
7. City of Lake Elsinore
8. City of Moreno Valley
9. City of Murrieta
10. City of Norco
11. City of Perris
12. City of Riverside
13. City of San Jacinto
14. City of Temecula
15. County of Riverside

Additional City Members

1. City of Eastvale (added on 08/02/2010, Resolution 01-11)
2. City of Jurupa Valley (added on 07/29/2011, Resolution 02-12)
3. City of Menifee (added on 10/06/2008, Resolution 03-09)
4. City of Wildomar (added on 08/04/2008, Resolution 01-09)

**THE WESTERN RIVERSIDE
COUNCIL OF GOVERNMENTS**

Participating Agencies

5. Eastern Municipal Water District (membership on the Governing Board of WRCOG, 05/11/2009)
6. Riverside County Superintendent of Schools (membership as an ex-officio, advisory member of WRCOG, 11/07/2011)
7. Western Municipal Water District (membership on the Governing Board of WRCOG, 05/11/2009)

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RESOLUTION NO.: _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INGLEWOOD,
CALIFORNIA, CONSENTING TO THE INCLUSION OF PROPERTIES
WITHIN THE CITY’S JURISDICTION IN THE CALIFORNIA HERO
PROGRAM TO FINANCE DISTRIBUTED GENERATION RENEWABLE
ENERGY SOURCES, ENERGY AND WATER EFFICIENCY
IMPROVEMENTS AND ELECTRIC VEHICLE CHARGING
INFRASTRUCTURE AND APPROVING THE AMENDMENT TO A
CERTAIN JOINT POWERS AGREEMENT RELATED THERETO**

WHEREAS, the Western Riverside Council of Governments (“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 April 1, 1991, as amended from time to time (the “Authority JPA”); and

WHEREAS, Authority intends to establish the California HERO Program to provide for the financing of renewable energy distributed generation sources, 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 Inglewood, California (the “City”) is committed to development of renewable energy sources and energy efficiency improvements, reduction of greenhouse gases, protection of our environment, and reversal of climate change; and

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Attachment 1

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

4 **WHEREAS**, installation of such Improvements by property owners within
5 the jurisdictional boundaries of the counties and cities that are participating in the
6 California HERO Program would promote the purposes cited above; and

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

11 **WHEREAS**, Authority has authority to establish the California HERO
12 Program, which will be such a voluntary contractual assessment program, as
13 permitted by the Act, the Authority JPA, originally made and entered into April 1, 1991,
14 as amended to date, and the Amendment to Joint Powers Agreement Adding the City
15 of Inglewood as an Associate Member of the Western Riverside Council of
16 Governments to Permit the Provision of Property Assessed Clean Energy (PACE)
17 Program Services within the City (the "JPA Amendment"), by and between Authority
18 and the City, a copy of which is attached as Exhibit "A" hereto, to assist property
19 owners within the incorporated area of the City in financing the cost of installing
20 Improvements; and

21 **WHEREAS**, the City will not be responsible for the conduct of any
22 assessment proceedings; the levy and collection of assessments or any required
23 remedial action in the case of delinquencies in the payment of any assessments or the
24 issuance, sale or administration of any bonds issued in connection with the California
25 HERO Program.

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NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Inglewood, California hereby:

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

2. This City Council consents to inclusion in the California HERO Program of all of the properties in the incorporated area within 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 California HERO 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 and be secured by such contractual assessments.

4. This City Council hereby approves the JPA Amendment and authorizes the execution thereof by the Inglewood City Mayor.

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

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6. 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 Executive Committee.

PASSED, APPROVED, AND ADOPTED this _____ day of
_____ 2013.

James T. Butts, Jr.,
Mayor

ATTEST:

Yvonne Horton,
Inglewood City Clerk

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EXHIBIT A
AMENDMENT TO THE JOINT POWERS AGREEMENT
ADDING CITY OF INGLEWOOD, CALIFORNIA AS AN ASSOCIATE MEMBER OF
THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
TO PERMIT THE PROVISION OF THE CALIFORNIA HERO PROGRAM SERVICES
WITH SUCH CITY

This Amendment to the Joint Powers Agreement ("JPA Amendment") is made and entered into on the ___day of _____, 2013, by City of Inglewood ("City") and the Western Riverside Council of Governments ("Authority") (collectively 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 Power Agreement entered into on April 1, 1991, as amended from time to time (the "Authority JPA"); and

WHEREAS, as of October 1, 2012, Authority had 18 member entities (the "Regular Members").

WHEREAS, Chapter 29 of the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code ("Chapter 29") to authorize cities, counties, and cities and counties to establish voluntary contractual assessment programs, commonly referred to as a Property Assessed Clean Energy ("PACE") program, to fund various renewable energy sources, energy and water efficiency improvements, and electric vehicle charging infrastructure (the "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 "California HERO Program" pursuant to Chapter 29 as now enacted or as such

1 legislation may be amended hereafter, which will authorize the implementation of a
2 PACE financing program for cities and county throughout the state; and

3 **WHEREAS**, City desires to allow owners of property within its jurisdiction
4 to participate in the California HERO Program and to allow Authority to conduct
5 proceedings under Chapter 29 to finance Improvements to be installed on such
6 properties; and

7 **WHEREAS**, this JPA Amendment will permit City to become an
8 associate member of Authority and to participate in California HERO Program for the
9 purpose of facilitating the implementation of such program within the jurisdiction of
10 City; and

11 **WHEREAS**, pursuant to Government Code sections 6500 et seq., the
12 Parties are approving this JPA Agreement to allow for the provision of PACE services,
13 including the operation of a PACE financing program, within the incorporated territory
14 of City; and

15 **WHEREAS**, the JPA Amendment sets forth the rights, obligations and
16 duties of City and Authority with respect to the implementation of the California HERO
17 Program within the incorporated territory of City.

18 **MUTUAL UNDERSTANDINGS**

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

21 **A. JPA Amendment.**

22 1. **The Authority JPA.** City agrees to the terms and conditions of
23 the Authority JPA, attached.

24 2. **Associate Membership.** By adoption of this JPA Amendment,
25 City shall become Associate Member of Authority on the terms and conditions set forth
26 herein and the Authority JPA and consistent with the requirements of the Joint
27 Exercise of Powers Act. The rights and obligations of City as an Associate Member
28 are limited solely to those terms and conditions expressly set forth in this JPA

1 Amendment for the purposes of implementing the California HERO Program within the
2 incorporated territory of City. Except as expressly provided for by the this JPA
3 Amendment, City shall not have any rights otherwise granted to Authority's Regular
4 Members by the Authority JPA, including but not limited to the right to vote on matters
5 before the Executive Committee or the General Assembly, right to amend or vote on
6 amendments to the Authority JPA, and right to sit on committees or boards established
7 under the Authority JPA or by action of the Executive Committee or the General
8 Assembly, including, without limitation, the General Assembly and the Executive
9 Committee. City shall not be considered a member for purposes of Sections 3.4 and
10 9.1 of the Authority JPA. City shall not be bound by any subsequent amendments of
11 the Authority JPA not expressly agreed to by City.

12 **3. Rights of Authority.** This JPA Amendment shall not be
13 interpreted as limiting or restricting the rights of Authority under the Authority JPA.
14 Nothing in this JPA Amendment is intended to alter or modify Authority Transportation
15 Uniform Mitigation Fee (TUMF) Program, the PACE Program administered by
16 Authority within the jurisdictions of its Regular Members, or any other programs
17 administered now or in the future by Authority, all as currently structured or
18 subsequently amended.

19 **4. Rights of City.** This JPA Amendment shall be not interpreted as
20 limiting or restricting the rights of City to establish parameters or limitation on upon the
21 HERO Program as it is conducted within City's jurisdiction.

22 **B. Implementation of California HERO Program within City**
23 **Jurisdiction.**

24 **1. Boundaries of the California HERO Program within City**
25 **Jurisdiction.** City shall determine and notify Authority of the boundaries of the
26 incorporated territory within City's jurisdiction within which contractual assessments
27 may be entered into under the California HERO Program (the "Program Boundaries"),
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1 which boundaries may include the entire incorporated territory of City or a lesser
2 portion thereof, upon approval of same by City Council.

3 **2. Determination of Eligible Improvements.** Subject to any
4 parameters or limitations provided in the resolution of City approving the conduct of
5 the HERO Program within City's jurisdiction, Authority shall determine the types of
6 distributed generation renewable energy sources, energy efficiency or water
7 conservation improvements, electric vehicle charging infrastructure or such other
8 improvements as may be authorized pursuant to Chapter 29 (the "Eligible
9 Improvements") that will be eligible to be financed under the California HERO
10 Program.

11 **3. Establishment of California HERO Program.** Authority will
12 undertake such proceedings pursuant to Chapter 29 as shall be legally necessary to
13 enable Authority to make contractual financing of Eligible Improvements available to
14 eligible property owners with the California HERO Program Boundaries and will be
15 solely responsible for the conduct of such proceedings.

16 **4. Financing the Installation of Eligible Improvements.** Upon
17 approval of the conduct of the HERO Program within City's jurisdiction, Authority shall
18 be solely responsible to develop and implement a plan for the financing of the
19 purchase and installation of the Eligible Improvements under the California HERO
20 Program.

21 **5. Ongoing Administration.** Authority shall be responsible for the
22 ongoing administration of the California HERO Program, including but not limited to
23 producing education plans to raise public awareness of the California HERO Program,
24 soliciting, reviewing and approving applications from residential and commercial
25 property owners participating in the California HERO Program, establishing contracts
26 for residential, commercial and other property owners participating in such program,
27 establishing and collecting assessments due under the California HERO Program,
28 adopting and implementing any rules or regulations for the PACE program, and

1 providing reports as required by Chapter 29. City will not be responsible for the
2 conduct of any proceedings required to be taken under Chapter 29; the levy or
3 collection of assessments or any required remedial action in the case of delinquencies
4 in such assessment payments; or the issuance, sale or administration of the Bonds or
5 any other bonds issued in connection with the California HERO Program.

6 **6. Phased Implementation.** The Parties recognize and agree that
7 implementation of the California HERO Program as a whole can and may be phased
8 as additional other cities and counties execute similar agreements. City entering into
9 this JPA Amendment will obtain the benefits of and incur the obligations imposed by
10 this JPA Amendment in its jurisdictional area, irrespective of whether cities or counties
11 enter into similar agreements.

12 **C. Miscellaneous Provisions.**

13 **1. Withdrawal.** Authority may withdraw from this JPA Amendment
14 upon six (6) months written notice to City; provided, however, there is no outstanding
15 indebtedness of Authority within City. The provisions of Section 6.2 of the Authority
16 JPA shall not apply to City under this JPA Amendment. City may withdraw from this
17 JPA Amendment upon thirty (30) days written notice to WRCOG without liability to the
18 Authority or any affiliated entity. City withdrawal shall not affect the validity of any
19 voluntary assessment contracts (a) entered prior to the date of such withdrawal or (b)
20 entered into after the date of such withdrawal so long as the applications for such
21 voluntary assessment contracts were submitted to and approved by WRCOG prior to
22 the date of City's notice of withdrawal.

23 **2. Indemnification and Liability.** Authority shall defend, indemnify
24 and hold City and its directors, officials, officers, employees and agents free and
25 harmless from any and all claims, demands, causes of action, costs, expenses,
26 liabilities, losses, damages or injuries of any kind, in law or equity, to property or
27 persons, including wrongful death, to the extent arising out of the acts, errors or
28 omissions of Authority or its directors, officials, officers, employees and agents in

1 connection with the California HERO Program administered under this JPA
2 Amendment, including without limitation the payment of expert witness fees and
3 attorneys fees and other related costs and expenses, but excluding payment of
4 consequential damages, provided that the Authority shall not be required to defend or
5 indemnify City and its directors, officials, officers, employees and agents for City's sole
6 negligence or willful misconduct. Without limiting the foregoing, Section 5.2 of the
7 Authority JPA shall not apply to this JPA Amendment. In no event shall any of
8 Authority's Regular Members or their officials, officers or employees be held directly
9 liable for any damages or liability resulting out of this JPA Amendment.

10 3. **Environmental Review.** Authority shall be the lead agency under
11 the California Environmental Quality Act for any environmental review that may
12 required in implementing or administering the California HERO Program under this
13 JPA Amendment.

14 4. **Cooperative Effort.** City shall cooperate with Authority by
15 providing information and other assistance in order for Authority to meet its obligations
16 hereunder. City recognizes that one of its responsibilities related to the California
17 HERO Program will include any permitting or inspection requirements as established
18 by City. City's cooperation shall not be interpreted to require any approvals without
19 appropriate review or that any discretionary authority of City be exercised other than
20 as provided by law.

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

4 **Authority:**
5 Western Riverside Council of Governments
6 4080 Lemon Street, 3rd Floor. MS1032
7 Riverside, CA 92501-3609
8 Attn: Executive Director

9 **City:**
10 City of Inglewood
11 One Manchester Boulevard
12 Inglewood, California 90301
13 Attn: Economic and
14 Community Development Dept.

15 **With A Copy to:**
16 Yvonne Horton,
17 City Clerk
18 One Manchester Boulevard
19 Inglewood, CA 90301

20 6. **Entire Agreement.** This JPA Amendment, together with the
21 Authority JPA, constitutes the entire agreement among the Parties pertaining to the
22 subject matter hereof. This JPA Amendment supersedes any and all other
23 agreements, either oral or in writing, among the Parties with respect to the subject
24 matter hereof and contains all of the covenants and agreements among them with
25 respect to said matters, and each Party acknowledges that no representation,
26 inducement, promise of agreement, oral or otherwise, has been made by the other
27 Party or anyone acting on behalf of the other Party that is not embodied herein.

28 7. **Successors and Assigns.** This JPA 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 JPA 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/Venue.** This Agreement shall be interpreted,
construed and governed according to the laws of the State of California. In the event

1 of litigation between the parties, venue in state trial courts shall lie exclusively in the
2 County of Los Angeles, Superior Court, Southwest District, located at 825 Maple
3 Avenue, Torrance, California 90503-5058. In the event of litigation in the United
4 States District Court, venue shall lie exclusively in the Central District of California, in
5 Los Angeles.

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

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

19 12. **Headings.** The paragraph headings used in this JPA Amendment
20 are for the convenience of the Parties and are not intended to be used as an aid to
21 interpretation.

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

26 14. **Effective Date.** This JPA Amendment shall become effective
27 upon the execution thereof by the Parties hereto.

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

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

Executive Committee Chair
Western Riverside Council of Governments

CITY OF INGLEWOOD

James T. Butts, Jr.,
Mayor

ATTEST:

Yvonne Horton,
City Clerk

APPROVED AS TO FORM:

Cal P. Saunders,
City Attorney