

**JOINT POWERS AGREEMENT FOR
TRI-AGENCY ECONOMIC DEVELOPMENT AUTHORITY**

THIS JOINT POWERS AGREEMENT, originally made and entered on the 9th day of December, 1975, and amended on October 28, 1997, by and between the COUNTY OF DEL NORTE, a political subdivision of the State of California, hereinafter referred to as "COUNTY", the CITY OF CRESCENT CITY, California, a municipal corporation, hereinafter referred to as "CITY", and the CRESCENT CITY HARBOR DISTRICT, a public agency duly formed and operating in Del Norte County, California, under the Harbors and Navigation Code of the State of California hereinafter referred to as "DISTRICT" is amended by said parties this _____ day of _____, 2024.

Recitals: This Agreement is made with reference to the following facts:

- (a) **WHEREAS**, the Joint Exercise of Powers Act, Government Code section 6500 et seq., permits two or more public agencies by agreement to jointly exercise any powers common to the contracting parties, and further provides additional powers; and
- (b) **WHEREAS**, the Members further have the common powers to establish programs to meet the social needs of their population, including promoting the economic development and welfare of their communities, and to do all acts necessary to participate in any federal program whereby federal funds are granted for purposes of public works or community improvement, pursuant to Government Code sections 12100 et seq., 26227, 52200 et seq., and 53703; and
- (c) **WHEREAS**, the Members, in a joint effort, have created the Del Norte Comprehensive Economic Development Strategy ("CEDS") in accordance with 13 C.F.R §303.7, which states: "CEDS are designed to bring together the public and private sectors in the creation of an economic roadmap to diversify and strengthen Regional economies. The CEDS should analyze the Regional economy and serve as a guide for establishing Regional goals and objectives, developing and implementing a Regional plan of action, and identifying investment priorities and funding sources. Public and private sector partnerships are critical to the implementation of the integral elements of a CEDS set forth in paragraph (b) of this section. As a performance-based plan, the CEDS will serve a critical role in a Region's efforts to defend against economic dislocations due to global trade, competition and other events resulting in the loss of jobs and private investment." The CEDS is updated periodically.
- (d) **WHEREAS**, the Members may adopt individual economic development strategies as well.
- (e) **WHEREAS**, the geographic isolation of Del Norte County requires the coordination and efforts of all governmental entities in the County, including the Tribal Governments, to demand and aid in the maintenance and development of transportation routes to the rest of the state and to demand and aid in the development and maintenance of electrical and broadband infrastructure.

- (f) **WHEREAS**, California Senate Bill 100, Officially titled “The 100 Percent Clean Energy Act of 2018” sets a goal of powering all retail electricity sold in California and state agency electricity needs with renewable and zero-carbon resources—those such as solar energy that do not emit climate-altering greenhouse gasses. Complying with state goals and mandates requires a coordinated effort from all local governmental entities.
- (g) **WHEREAS**, the necessity for additional and improved public facilities and services, stimulation of public and private economic development activities, initiating new and more effective financial assistance procedures and mechanisms as required for further public and private economic development programs and projects, presents problems which cannot be adequately met by individual public agencies in this area; and
- (h) **WHEREAS**, the COUNTY, CITY and DISTRICT, have heretofore formally created the TRI-AGENCY ECONOMIC DEVELOPMENT AUTHORITY and have appointed two representatives from each such public agency to serve as the GOVERNING BOARD of said TRI-AGENCY; and
- (i) **WHEREAS**, the parties hereto recognize that the exigencies of the economic problems in this area and within their respective jurisdictions require that the COUNTY, CITY and DISTRICT unify and coordinate their efforts in solving said economic problems by entering into this Agreement to provide for the joint exercise of their said powers in implementing this area's economic development goals.
- (j) **WHEREAS**, such a Joint Powers Agreement is authorized by the provisions of Title I, Division 7, Chapter 5 (commencing with section 6500) of the Government Code of the State of California which authorizes the joint exercise by agreement of two or more public agencies of any power common to them;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I

DEFINITIONS

SECTION 1.01. GENERAL. Unless the context otherwise requires, the words and terms defined in this ARTICLE shall, for the purposes hereof, have the meanings herein specified.

SECTION 1.02. ACT. ACT means Title I, Division 7, Chapter 5 (commencing with Section 6500) of the Government Code of the State of California.

SECTION 1.03. ADMINISTRATIVE EXPENSE. Administrative expense means those sums of money required to be expended by the AUTHORITY from an administrative expense fund to be established and maintained by the AUTHORITY to finance those costs of administering this Agreement and for carrying out the powers and functions authorized in this Agreement.

SECTION 1.04. AUTHORITY. AUTHORITY means the TRI-AGENCY ECONOMIC DEVELOPMENT AUTHORITY created pursuant to this Agreement.

SECTION 1.05. FISCAL YEAR. Fiscal year means the period from July 1 to and including the following June 30.

SECTION 1.06. GOVERNING BOARD. GOVERNING BOARD means the GOVERNING BOARD of the AUTHORITY established pursuant to this Agreement.

SECTION 1.07. STATE. State means the state of California.

ARTICLE II

PURPOSE

SECTION 2.01. PURPOSE It is the purpose of the AUTHORITY to implement, coordinate and administer general economic development programs on behalf of the member agencies. General economic development programs shall include, but are not limited to, public works projects, projects which raise the economic and educational levels of the residents of Del Norte County, projects which provide jobs, and projects which assist industrial development.

ARTICLE III

FORMATION AND ORGANIZATION

SECTION 3.01 CREATION OF AUTHORITY. Pursuant to the ACT, there is hereby created a public entity to be known as the "TRI-AGENCY ECONOMIC DEVELOPMENT AUTHORITY", herein called "AUTHORITY". The AUTHORITY is a public entity separate and apart from COUNTY, CITY and DISTRICT and shall administer this Agreement, subject only to the restrictions that the City of Crescent City would have if it were administering and executing this Agreement, and any other express limitation set forth in this Agreement.

SECTION 3.02 GOVERNING BOARD. The AUTHORITY shall be administered by a GOVERNING BOARD of six (6) members and three (3) alternates. Two (2) members and one (1) alternate member shall be appointed by the City council of CITY from its Council two (2) members and one (1) alternate member shall be appointed by the Board of Supervisors of COUNTY from its Board; and two (2) members and one (1) alternate member shall be appointed by the Board of Harbor Commissioners of DISTRICT from its Board. Alternates shall have voting powers only if one or more of its members from the same jurisdiction are absent. The GOVERNING BOARD shall be called the "GOVERNING BOARD OF THE TRI-AGENCY ECONOMIC DEVELOPMENT AUTHORITY". All voting power of the AUTHORITY shall reside in the GOVERNING BOARD.

Each member of the GOVERNING BOARD shall serve at the pleasure of the authority that appointed that member. Each member shall cease to be a member of the GOVERNING BOARD when such member ceases to hold office on the governing body of the authority that appointed that member. Vacancies on the GOVERNING BOARD shall be filled by the respective appointing parties. Any member of the GOVERNING BOARD of the AUTHORITY may be removed at any time in the same manner as that member was appointed.

- A. No person while serving as a member of the GOVERNING BOARD of the AUTHORITY shall be eligible to be appointed to any other salaried office or employment in the service of the AUTHORITY nor shall that member become eligible for such appointment within one year after that member has ceased to be a member of the GOVERNING BOARD of the AUTHORITY.
- B. The members of the GOVERNING BOARD of the AUTHORITY shall be compensated for time spent and reimbursed for reasonable and necessary expenses incurred in the performance of their duties as provided in the bylaws.

SECTION 3.03. REGULAR MEETINGS. The GOVERNING BOARD shall provide for its regular meetings; provided, however, that at least one regular meeting shall be held once each month. The date, hour and place of the holding of regular meetings shall be fixed by resolution of the GOVERNING BOARD, and a copy of such resolution shall be filed with each party hereto.

SECTION 3. 04. RALPH M. BROWN ACT. All meetings of the GOVERNING BOARD, including, without limitation, regular, adjourned regular and special meetings, shall be called, noticed, held and conducted in accordance with the provisions of the RALPH M. BROWN ACT (commencing with Section 54950 of the Government Code of the State of California).

SECTION 3.05. MINUTES. The Secretary of the AUTHORITY shall cause to be kept minutes of the meetings of the GOVERNING BOARD and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each member of the GOVERNING BOARD.

SECTION 3.06. QUORUM. Four (4) members of the GOVERNING BOARD shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn, from time to time; provided that both of the following shall occur for the approval of any action of the GOVERNING BOARD: (a) the affirmative vote of at least four (4) members of the GOVERNING BOARD and (b) that there is at least one (1) vote on the prevailing side from each of CITY, COUNTY, and DISTRICT.

SECTION 3.07. RULES. The GOVERNING BOARD of the AUTHORITY may adopt, from time to time, such rules and regulations for the conduct of its meetings and affairs as are necessary for the purposes hereof.

SECTION 3.08. OFFICE. The GOVERNING BOARD of the AUTHORITY may establish and maintain an office within the area as it deems will best facilitate the accomplishment of the objectives and purposes of the AUTHORITY.

SECTION 3.09. BOUNDARIES, The TRI-AGENCY ECONOMIC DEVELOPMENT AUTHORITY shall encompass all of the territory within the geographical boundaries of DEL NORTE COUNTY, California.

SECTION 3.10. AUTHORITY OF PARTIES TO AGREEMENT. The delegation of certain powers to the AUTHORITY shall not affect or diminish the authority of any of the parties to this Agreement. Each party to this Agreement shall have and retain the authority, within a reasonable time after notice, to determine if the proposed project is in compliance with all rules, regulations, permits and standards within its jurisdiction as would apply to any other project.

ARTICLE IV

OFFICERS AND EMPLOYEES

SECTION 4.01. CHAIRMAN, VICE-CHAIRMAN AND SECRETARY. The GOVERNING BOARD shall elect a Chairman and Vice-Chairman and shall appoint a Secretary who may, but need not, be a member of the GOVERNING BOARD. The officers shall perform the duties normal to said offices; and

- A. The Chairperson shall sign all contracts on behalf of the AUTHORITY and perform such other duties as may be imposed by the GOVERNING BOARD;
- B. The Vice-Chairperson shall act, sign contracts, and perform all of the Chairperson's duties in the absence of the Chairperson; and
- C. The Secretary shall countersign all contracts on behalf of the AUTHORITY, perform such other duties as may be imposed by the GOVERNING BOARD, and keep minutes of all meetings and cause a copy of the minutes to be forwarded to each of the members of the GOVERNING BOARD and to COUNTY, CITY and DISTRICT.

SECTION 4.02. DESIGNATION OF TREASURER/AUDITOR. As allowed for pursuant to Section 6505.6 of the ACT, the Secretary shall serve as the Treasurer and as the Auditor to the AUTHORITY. Serving in these roles, the Secretary shall comply with the duties and responsibilities set forth in subdivisions (a) to (d) of Section 6505.5 of the ACT. As required by Section 6505.6, the Secretary shall cause an independent audit to be made by a certified public accountant or public accountant.

SECTION 4.03. LEGAL ADVISOR. The AUTHORITY may contract for legal service with counsel as required and shall bear the cost out of its own operating funds.

SECTION 4.04. OTHER EMPLOYEES. The GOVERNING BOARD shall have the power to appoint and employ such other officers, employees, consultants, advisors and independent contractors as may be necessary for the purposes hereof.

SECTION 4.05. COMPENSATION. The GOVERNING BOARD shall determine the compensation of, and pay from AUTHORITY funds (including payment from funds which the AUTHORITY may receive from time to time in the form of federal and state grants) the salaries, wages, fees and other compensation of such planning, engineering, legal financial, or other technical and professional personnel, consultants, and other employees of the AUTHORITY.

SECTION 4.06. NON-CIVIL SERVICE. Nothing herein contained shall be construed as making the AUTHORITY a department of the COUNTY, CITY or DISTRICT or as placing any of the officers, counsel, personnel, or employees of the AUTHORITY under any form of Civil Service or merit system or under any other form of specially protected employment right or status.

ARTICLE V

POWERS

SECTION 5.01. GENERAL POWERS. The AUTHORITY created by this Agreement shall exercise its general powers relating to economic development.

As provided in the ACT, the AUTHORITY shall be a public entity separate from the parties hereto. The AUTHORITY shall have the power to administer, carry out and implement the stated purposes of the

AUTHORITY, including, but not limited to, the power to finance, acquire, construct, lease, operate and maintain project structures, buildings and facilities; all subject to the provisions of this Agreement.

SECTION 5.02. RESTRICTION UPON THE MANNER OF EXERCISING POWER. Pursuant to Government Code Section 6509, the power of the AUTHORITY is subject to the restrictions on the exercise of power applicable to the COUNTY.

SECTION 5.03. REVENUE BONDS. The AUTHORITY, as a separate public entity, shall have the power to issue revenue bonds pursuant to the laws of the State of California as the same now reads or may be hereafter amended, and to provide for the repayment thereof. The AUTHORITY shall also have all the powers provided for in Article 2 of the ACT (commencing with Government Code Section 6540), as said ACT now reads or may be hereafter amended.

SECTION 5.04. SPECIFIC POWERS. The AUTHORITY is hereby authorized, in its own name, to do all acts necessary for the exercise of the foregoing powers for the purposes of this Agreement including, but not limited to, any or all of the following:

- A. To make and enter into contracts;
- B. To employ agents, employees, consultants, and independent contractors;
- C. To acquire, construct, manage, maintain or operate any buildings, works, or improvements;
- D. To acquire, hold or dispose of real and personal property, or any interest therein, by deed, purchase, lease, contract, gift, devise, or otherwise;
- E. To sue and be sued in its own name, except as otherwise provided by law.
- F. To incur debts, liabilities or obligations, provided that no debt, liability or obligation shall constitute a debt, liability or obligation of COUNTY, CITY or DISTRICT;
- G. To apply for, accept, receive and disburse grants, loans and other financial assistance from any agency of the United States of America or of the State of California, or from any other public agency or from other sources, public or private, and expend such funds for the purposes set forth in this Agreement;
- H. To delegate portions of its functions to an advisory body or administrative entity for the purposes of program development or program implementation; provided, however, that any annual budget of the agency to which the delegation is made must be approved by the GOVERNING BOARD of the AUTHORITY.
- I. To invest any money, pursuant to Section 6505.5 of the ACT, that 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 California Government Code Section 53600, et seq., as hereafter modified and supplanted;
- J. To carry out and enforce all the provisions of this Agreement;
- K. To contract for and obtain insurance against any insurable risk reasonably anticipated to result from the exercise of any powers or functions of the AUTHORITY or the performance of any duties by the officers and employees of the AUTHORITY;
- L. To make, adopt, amend, and repeal its bylaws, rules, resolutions, and procedural regulations not inconsistent with, and to carry into effect, the powers granted in and purposes of this Agreement;

- M. To perform such duties and functions as may be necessary or appropriate for the administration and coordination of federal or state assisted economic planning and development programs and projects within the geographical boundaries of Del Norte County, California;
- N. To do any perform any and all acts necessary to participate in federal or state assisted economic development projects within the jurisdictional boundaries of the AUTHORITY, including, without limitation, applying for, accepting and administering grants or other financial assistance from the federal government, the state, or other public agencies, or from any other sources, public or private, for such economic development projects; to use and expend such funds for any of the purposes as described or referred to in this Agreement; and to enter into and carry out contracts or agreements in connection therewith which are not inconsistent with the purposes and powers of the AUTHORITY as set forth in this Agreement; and
- O. To adopt a seal and alter it at its pleasure.
- P. To establish appropriate operating committees and special advisory commissions to assist the AUTHORITY in carrying out the purposes of this Agreement as set forth in ARTICLE II and to assist the AUTHORITY in implementing economic development projects and programs to improve the quality of life in the area.

SECTION 5.05. RESTRICTIONS ON POWERS. The following specific restrictions on the powers and functions of the AUTHORITY shall apply and be observed by the AUTHORITY:

- A. The AUTHORITY shall have no taxing powers.
- B. The AUTHORITY shall not interfere in the internal affairs of a member entity.
- C. The AUTHORITY shall have no veto power over grant applications submitted to State or federal agencies by a member entity.
- D. The AUTHORITY shall not operate any form of lending program, including, but not limited to, revolving loan programs, intermediate relending programs, or any other program which requires the AUTHORITY to borrow or otherwise obligate itself for the purpose of directly financing community businesses.
- E. The AUTHORITY shall not support or pursue activities involving the offshore generation of wind energy.

SECTION 5.06. CLAIMS. All claims and actions for money or damages against the AUTHORITY and its officers and employees are governed by Division 3.6 (commencing with Section 810) of Title I of the Government Code of the State of California. The AUTHORITY shall be deemed a "public entity" within the meaning of Section 811.2 of Division 3.6 of Title I of said Government Code.

SECTION 5.07. INTERESTS IN CONTRACTS. The provisions of Article 4 (commencing with Section 1090), and Article 4 ,5 (commencing with Section 1100), Chapter 1, Division 4, Title 1 of the Government Code of the State of California prohibiting certain financial interests in public contracts shall apply to the officers, directors and employees of the AUTHORITY.

SECTION 5.08. ENFORCEMENT BY AUTHORITY. The AUTHORITY is hereby authorized to take any or all legal actions necessary and permitted by law to enforce this Agreement.

ARTICLE VI

METHOD OF PROCEDURE

SECTION 6.01. ASSUMPTION OF RESPONSIBILITIES. Upon completion of the initial organization of the GOVERNING BOARD and the appointment of the Secretary and Legal Advisor, the AUTHORITY shall proceed to carry out its duties and responsibilities as set forth in this Agreement.

SECTION 6.02. FINANCING ACTIVITIES PRECEDING CONSTRUCTION. The AUTHORITY shall secure funds or a firm commitment of funds adequate to finance the activities necessary to be carried out prior to the award of a contract for the construction of any public project or other economic development project, which includes, but is not limited to, the preparation of construction plans and specifications, and the acquisition of permits, rights-of-way and land necessary for the construction. The AUTHORITY shall secure such funds through federal and state grants, the issuance of bonds, advances from the parties hereto, or by any combination thereof.

SECTION 6.03. ACTIVITIES PRECEDING CONSTRUCTION. Upon securing funds (or a firm commitment of funds) deemed adequate by the GOVERNING BOARD to finance the cost of the activities necessary to be carried out prior to the award of a contract for the construction of any public project or other economic development project, the AUTHORITY shall proceed to contract with one or more engineering and/or architectural firms for the preparation of construction plans and specifications, to acquire said necessary permits, rights-of-way and land, and to carry out all other activities which are necessarily to be performed prior to the award of a contract for the construction of any public works or other economic development project.

Nothing contained in this Agreement shall be construed as limiting or restricting the timing or procedure to be followed by the AUTHORITY in obtaining financing required for implementation of any project, if some other or different procedure or timing is required by any federal or state agency providing financial assistance to the AUTHORITY.

SECTION 6.04. PROJECT FINANCING. Prior to, or upon completion of the preparation of construction plans and specifications, the AUTHORITY shall secure funds (or a firm commitment of funds) adequate to finance the cost of constructing the development project. The AUTHORITY shall secure such funds or firm commitment of such funds through federal and state grants and from the issuance of revenue bonds and from other available sources. Said funds shall be adequate, with the proceeds of prior bond issues, if any, to finance the entire cost of that portion of the public project for which said plans and specifications have been completed, including, but not limited to, the costs of repaying advances made to the AUTHORITY by the parties hereto and for which repayment was a condition of such advance, the cost of all activities necessarily carried out by the AUTHORITY prior to the award of a contract for the construction, Interest expenses estimated to accrue prior to the completion of construction, and the estimated cost of the construction and all costs incidental thereto.

SECTION 6.05. CONSTRUCTION. Upon securing funds (or a firm commitment of funds) deemed adequate by the GOVERNING BOARD to finance the entire cost of constructing any economic development project, the AUTHORITY shall proceed to contract with one or more firms for the construction of each such economic development project.

SECTION 6.06. OPERATION MAINTENANCE. Upon completion of construction a project and final acceptance thereof by the GOVERNING BOARD, the AUTHORITY may operate and maintain said public project, with its own personnel, by contract with one or more of the parties hereto, or by contract with a third party, as determined by the GOVERNING BOARD, or transfer the ownership, operation and maintenance to one of the parties hereto as may be most consistent with the powers and jurisdiction of such party. Provided, however, that no such transfer shall be made by the AUTHORITY in violation of any grant condition or regulation imposed by any federal or state agency that provided financial assistance for said project. However, AUTHORITY agrees to request approval and consent to make such transfer in those instances where it is deemed to be consistent with the long-range purpose and intent of this Agreement and where such transfer would be in the best public interest.

Notwithstanding the above, it is understood by all parties that the disposition of any and all completed projects is subject to approval by each party in whose jurisdiction the project is or was located.

ARTICLE VII

FINANCIAL PROVISIONS

SECTION 7.01. FISCAL YEAR. The fiscal year of the AUTHORITY shall be from July 1 of each year to and including June 30 of the following year.

SECTION 7.02. CONTRIBUTIONS. The Member agencies may contribute funds for the operation of the AUTHORITY.

SECTION 7.03. ANNUAL BUDGET.

- A. The GOVERNING BOARD of the AUTHORITY shall, on or before March 1 of each year, prepare and submit to each party hereto a budget estimate of the expense of conducting the AUTHORITY operations for the ensuing year.
- B. The budget estimate shall be in such form as the GOVERNING BOARD may prescribe using the guidelines of the California State Controller. The budget estimate shall contain a summary of the fiscal policy of the AUTHORITY for the budget year and shall include data showing the relation between the total proposed expenditures and the total anticipated income or other means of financing the budget for the ensuing year, contrasted with the corresponding data for the current year. The budget estimates may include unappropriated balance item to be available for appropriation in the ensuing fiscal year to meet contingencies other than contingencies resulting from temporary insufficiencies in the revenues of the AUTHORITY.
- C. After submission of the budget estimate, the GOVERNING BOARD shall fix a time and a place for hearing by the GOVERNING BOARD thereon. The GOVERNING BOARD shall cause notice of such hearing to be published at least ten (10) days prior to the date set for hearing in a newspaper of general circulation in the area pursuant to Sections 6060 and 6061 of the Government Code of the State of California, and shall give mailed notice of such hearing to each party to this Agreement.

At the budget hearing the GOVERNING BOARD may increase or decrease any item in the budget estimate and may delete any item therefrom or add any new item thereto.

Upon the conclusion of the budget hearing and not later than May 1 of each year the GOVERNING BOARD shall approve the budget estimate as submitted to the parties hereto or as revised by the GOVERNING BOARD, and thereupon the same shall constitute the final budget for the ensuing fiscal year.

The several items of the final budget shall be deemed appropriated for the ensuing fiscal year in the amounts and for the purposes specified in the final budget.

SECTION 7.05. RECORDS AND ACCOUNTS. The AUTHORITY shall cause to be kept accurate and correct books of account, showing in detail the costs of administration, bond interest, bond redemption, operation and maintenance, and all financial transactions of the AUTHORITY. Said books of account shall be open to inspection at all times by any representative of any of the parties hereto, or by any accountant or person authorized by any party hereto to inspect said books of account. As provided for in Article IV of this Agreement, the Secretary, when serving in their role as Treasurer, shall, in accordance with Section 6505 of the ACT, cause the books of account and other financial records of the AUTHORITY to be audited annually.

ARTICLE VIII - TERMINATION

SECTION 8.01. TERM. This Agreement shall be dated and effective the date of its last execution by the governing boards of the parties and shall continue until rescinded or terminated as provided herein.

SECTION 8.02. UNILATERAL WITHDRAWAL. The Agreement between the parties shall remain in effect as to any party, unless and until it is terminated as to such party by notice in writing to all other parties given by withdrawing party at least one hundred eighty (180) days in advance of the effective date of such termination; provided that such termination by and as to any party shall not terminate this Agreement as to the remaining parties or the existence of the AUTHORITY herein created. The jurisdiction of AUTHORITY over the territorial area of the withdrawing party shall be extinguished upon the effective date of said withdrawal. The debts, liabilities and assets of AUTHORITY shall remain the property and obligation of AUTHORITY and the withdrawing party shall have no interest in, nor obligation relating to, AUTHORITY assets and liabilities. No withdrawal shall be effective until the withdrawing party has paid all contributions to AUTHORITY that said withdrawing party has legally and nonrevocably committed.

SECTION 8.03. MUTUAL TERMINATION. Should all the governing boards of the parties agree to dissolution of the AUTHORITY as a legal entity, all debts of and advances of AUTHORITY shall be paid, and then the property of AUTHORITY, whether real or personal, shall be divided among and distributed to all of the parties who at any time during the existence of AUTHORITY were parties to this Agreement in proportion to the costs borne by each such party to the AUTHORITY during its legal existence by unreimbursed contributions made pursuant to this Agreement.

ARTICLE IX - MISCELLANEOUS PROVISIONS

SECTION 9.01. NOTICES. Notices hereunder shall be sufficient if delivered to:

COUNTY COUNTY ADMINISTRATIVE OFFICER
 COUNTY OF DEL NORTE

981 H Street, Suite 210
Crescent City, California 95531

CITY OFFICE OF THE CITY MANAGER
CITY OF CRESCENT CITY
377 J Street
Crescent City, California 95531

DISTRICT OFFICE OF THE HARBOR MASTER
CRESCENT CITY HARBOR DISTRICT
101 Citizens Dock Road
Crescent City, California 95531

SECTION 9.02. AMENDMENT OF AGREEMENT. This Agreement may be amended by an agreement approved by all of the entities hereto. Approval of the GOVERNING BOARD of the AUTHORITY shall not be required for amendment of this Agreement.

SECTION 9.03. 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, 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.

SECTION 9.04. HEADINGS. The section headings in this Agreement are for convenience only and are not to be construed as modifying or governing the language in the section referred to.

SECTION 9.05. CONSENT. Whenever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

SECTION 9.06 LAW GOVERNING. This Agreement is made in the State of California under the constitution and laws of such State and is to be so construed.

SECTION 9.07 SUCCESSORS. This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed, as of the day and year written above.

ATTEST

COUNTY OF DEL NORTE

Kylie Goughnour
Clerk, Board of Supervisors

Dean Wilson, Chair

ATTEST

CITY OF CRESCENT CITY

Robin Patch, City Clerk

Blake Inscore, Mayor

ATTEST

CRESCENT CITY HARBOR DISTRICT

Harry Adams, Secretary
Board of Harbor Commissioners

Rick Shepard, President