

**COOPERATIVE AGREEMENT FOR THE FORMATION OF THE  
HUMBOLDT COUNTY ASSOCIATION OF GOVERNMENTS  
AS AMENDED**

1           This Cooperative Agreement is made and entered into by and among the County of  
2 Humboldt, a political subdivision of the State of California, and the incorporated cities of Arcata,  
3 Blue Lake, Eureka, Ferndale, Fortuna, Rio Dell and Trinidad, all municipal corporations located  
4 within the boundaries of Humboldt County, California; as having executed this agreement.

5           The parties, in the joint exercise of their power pursuant to Article 1 (commencing with  
6 Section 6500), Chapter 5, Division 7, Title 1 of the Government Code, mutually agree as  
7 follows:

8 Section 1. Declaration of Purpose.

9           The parties hereto, by their respective governing bodies, declare as follows:

10           (a)     That it is necessary and desirable that an agency be created with authority  
11 to advise, plan for, and suggest solutions to common problems, assist in the preparation of  
12 proposals by utilizing talents and general plans of the various governmental jurisdictions in the  
13 county and of experts in various other fields, coordinate their efforts, and provide services to  
14 member entities as may be agreed to from time-to-time.

15           (b)     That the creation of such an agency, and action by it upon development  
16 projects, appear necessary to qualify the county, its various cities and special agencies and  
17 districts, for allocation of State and Federal funds necessary to carry out such projects.

18           (c)     That it is not the intention of the parties hereto, in creating such an agency

1 to require any of the parties hereto to submit its plans for any development project to said agency  
2 for its approval prior to the execution of any project unless such action shall be required as a  
3 condition to securing State or Federal financial assistance for such project.

4 (d) Without limiting the generality of the forgoing, the specific purpose of the  
5 Association is to engage in:

- 6 • Mandated State and Federal Government activities.
- 7 • Regional Transportation Planning Agencies activities.
- 8 • Service Authority for Freeway Emergencies (SAFE) (call boxes).
- 9 • Regional trails planning, management, and development.

10 Section 2. Humboldt County Association of Governments Established.

11 The Humboldt County Association of Governments is hereby created and established  
12 pursuant to the provisions of Sections 65060 through 65089.10, inclusive, of the Government  
13 Code of the State of California, and any amendments or successors to said sections, providing for  
14 area planning. **The Association's Board of Directors shall consist of the Chairman a member**  
15 **of the Board of Supervisors and the Mayor or a City Councilmember from** of each City as  
16 **party to this agreement, but any such officer governing board may designate another elected**  
17 **member of his its governing body as his an alternate on the Association's Board of Directors.**  
18 **Such alternate shall have the powers and responsibilities of his or her principal.**

19 ~~The members~~ **Both HCAOG Board member and alternate shall serve at the pleasure**  
20 **of the governing body for which he or she represents** so long as each shall hold the office  
21 **which qualified him or her for membership on the Association's Board of Directors. The**  
22 ~~alternate shall serve at the pleasure of the member by whom he was appointed.~~

23 Section 3. Additional Members.

1           In addition to the incorporated cities mentioned in this agreement, any other city which  
2 may hereinafter be incorporated within the boundaries of the County of Humboldt and which  
3 may desire to participate in the activities of the Association may do so by executing this  
4 agreement without prior approval or ratification of the named parties to the agreement, and shall  
5 thereafter be governed by all of the terms and provisions of this agreement, including the right of  
6 representation.

7 Section 4. Powers.

8           The powers of the Association are purely advisory to the County of Humboldt and to the  
9 respective cities which execute this agreement.

10 Section 5. Contributions by Members.

11           It is anticipated that administration expenses, including salaries and office expenses of  
12 employees, will be funded by grants from the State of California, and no provision is made  
13 herein for the sharing of expenses of administration by the parties hereto.

14 Section 6. Designation of Treasurer; Accountability.

15           (a)    The Treasurer of Humboldt County is hereby designated as the depository of  
16 agency funds, and he shall discharge all of the duties set forth in Government Code Section  
17 6505.5, including the function of auditor, and shall maintain strict accountability of agency  
18 funds.

19           (b)    The Association is a public entity separate and apart from its individual members.  
20 It's debts, liabilities, and obligations do not constitute debts, liabilities, or obligations of any  
21 party to this Agreement.

22 Section 7. Custodian of Property; Distribution on Dissolution.

1           (a)     From time to time, the parties hereto shall designate the public officers or  
2           persons, having charge of handling or having access to any property of the Authority, and  
3           shall further designate the respective amounts of the official bonds of such persons  
4           pursuant to California Government Code Section 6505.1.

5           (b)     In the event of the dissolution of this agreement, assets, office equipment,  
6           etc. may be sold at auction with population proportionate distribution of any proceeds.  
7           Archived or present agency informational assets, including proceedings, documents,  
8           reports, etc., shall be archived by the County of Humboldt for a minimum of ten years.

9   Section 8.     Other Cooperative Agreements.

10           It is anticipated that the agency will act as a vehicle for some or all member entities to  
11           provide such coordinated municipal services as may be provided by separate cooperative  
12           agreements. But that no member entity will be required to be a party to such agreements. All  
13           policies and directives to the manager of such services shall be determined by the agency's  
14           governing Board; except that only the representative of those members which are parties to the  
15           separate cooperative agreement involved shall be entitled to vote.

16   Section 9.     Necessary Powers.

17           The agency shall have such powers as are necessary to carry out the purpose hereinabove  
18           stated, including but not limited to the power to contract for goods and services, to employ an  
19           Executive Officer and other necessary personnel, experts, and consultants, to contract for special  
20           reports, surveys and studies, and to accept gifts, loans or grants from public or private sources,  
21           and to implement other cooperative agreements.

22   Section 10.    Amendment of Agreement.

1 Approval of a majority of Board of Directors of the Association shall be required for  
2 amendment of this agreement.

3 Section 11. Organization.

4 An organizational meeting of the Association shall be held as soon after this Agreement  
5 has been executed by the County and by at least four (4) of the seven (7) cities in the county as is  
6 practicable and mutually agreeable. The organizational meeting shall be held to decide upon the  
7 time, place and date of ensuing regular meetings and special meetings, if any, the method of  
8 calling special meetings, the election of officers, and the use of such public entities' personnel as  
9 may be mutually agreed upon and determined necessary and appropriate, arrangements for  
10 additional plans for organization functions and financing, rules of procedure, and any other  
11 matters properly before it, organization or not. In any event, regular meetings shall be held not  
12 less often than quarterly.

13 Section 12. Cooperation Pledged.

14 The parties to this agreement pledge full cooperation to achieve the purposes of this  
15 agreement in any or all matters which shall come before the Humboldt County Association of  
16 Governments, subject to any necessary and legal approval of its acts by the legislative bodies of  
17 the cities and the county. Any party to this agreement may terminate its participation in the  
18 Association by resolution of its governing body to this effect. Such termination shall have no  
19 effect on the continuance of this agreement among the remaining members, and the agreement  
20 shall remain in full force and effect as to the remaining members.

21 Section 13. Execution of Counterparts.

1           This agreement may be executed in any number of counterparts and when any such  
2 counterpart is executed by a party thereto, such counterpart shall be deemed to be an original  
3 hereof.

4 Section ~~13~~ 14. Signatures.

5           This agreement shall take effect upon its execution by authorized representatives of the  
6 legislative bodies of the County of Humboldt and at least four (4) of the Cities, all of whom were  
7 signatories of the original agreement.

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1 \_\_\_\_\_  
2 ATTEST

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Chairman, Humboldt County Board of  
Supervisors

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4 DATE: \_\_\_\_\_  
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9 ATTEST  
10 DATE: \_\_\_\_\_  
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Mayor, City of Arcata

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15 ATTEST  
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Mayor, City of Blue Lake

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Mayor, City of Eureka

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Mayor, City of Ferndale

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Mayor, City of Fortuna

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Mayor, City of Rio Dell

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45 ATTEST  
46 DATE: \_\_\_\_\_

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Mayor, City of Trinidad