

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

7 Section 1. Declaration of Purpose.

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

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

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

17 (c) That it is not the intention of the parties hereto, in creating such an agency
18 to require any of the parties hereto to submit its plans for any development project to said agency
19 for its approval prior to the execution of any project unless such action shall be required as a
20 condition to securing State or Federal financial assistance for such project.

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

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

7 Section 2. Humboldt County Association of Governments Established.

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

16 Both HCAOG Board member and alternate shall serve at the pleasure of the governing
17 body for which he or she represents so long as each shall hold the office which qualified him or her
18 for membership on the Association's Board of Directors.

19 Section 3. Additional Members.

20 In addition to the incorporated cities mentioned in this agreement, any other city which
21 may hereinafter be incorporated within the boundaries of the County of Humboldt and which may
22 desire to participate in the activities of the Association may do so by executing this agreement

1 without prior approval or ratification of the named parties to the agreement, and shall thereafter be
2 governed by all of the terms and provisions of this agreement, including the right of representation.

3 Section 4. Powers.

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

6 Section 5. Contributions by Members.

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

10 Section 6. Designation of Treasurer; Accountability.

11 (a) The Treasurer of Humboldt County is hereby designated as the depository of
12 agency funds, and he shall discharge all of the duties set forth in Government Code Section
13 6505.5, including the function of auditor, and shall maintain strict accountability of agency funds.

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

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

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

22 (b) In the event of the dissolution of this agreement, assets, office equipment,
23 etc. may be sold at auction with population proportionate distribution of any proceeds. Archived

1 or present agency informational assets, including proceedings, documents, reports, etc., shall be
2 archived by the County of Humboldt for a minimum of ten years.

3 Section 8. Other Cooperative Agreements.

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

10 Section 9. Necessary Powers.

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

16 Section 10. Amendment of Agreement.

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

19 Section 11. Organization.

20 An organizational meeting of the Association shall be held as soon after this Agreement
21 has been executed by the County and by at least four (4) of the seven (7) cities in the county as is
22 practicable and mutually agreeable. The organizational meeting shall be held to decide upon the
23 time, place and date of ensuing regular meetings and special meetings, if any, the method of

1 calling special meetings, the election of officers, and the use of such public entities' personnel as
2 may be mutually agreed upon and determined necessary and appropriate, arrangements for
3 additional plans for organization functions and financing, rules of procedure, and any other matters
4 properly before it, organization or not. In any event, regular meetings shall be held not less often
5 than quarterly.

6 Section 12. Cooperation Pledged.

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

14 Section 13. Execution of Counterparts.

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

18 Section 14. Signatures.

19 This historical agreement took effect upon its execution by authorized representatives of
20 the legislative bodies, of the County of Humboldt and at least four (4) of the Cities, all of whom
21 were signatories of the original agreement in 1968.


1 _____
2 Name Ryan Sundberg
3 Title Supervisor
4 Humboldt County Board of Supervisors
5

 2-9-16
Signature Date


6 _____
7
8 Name Paul Pitino
9 Title Mayor
10 City of Arcata
11

 2-3-16
Signature Date

12 _____
13
14 Name Michele McCall-Wallace
15 Title Mayor
16 City of Blue Lake
17

 2/6/16
Signature Date

18 _____
19
20 Name Frank Jäger
21 Title Mayor
22 City of Eureka
23

 2-10-2016
Signature Date

24 _____
25
26 Name Don Hindley
27 Title Mayor
28 City of Ferndale
29

 2/8/16
Signature Date


30 _____
31
32 Name Doug Strehl
33 Title Councilmember
34 City of Fortuna
35

 2/4/16
Signature Date

36 _____
37
38 Name Gordon Johnson
39 Title Councilmember
40 City of Rio Dell
41

 2/10/16
Signature Date

42 _____
43
44 Name Jack West
45 Title Councilmember
46 City of Trinidad

 2/3/16
Signature Date