

RESOLUTION No. _____

**RESOLUTION OF THE BOARD OF SUPERVISORS OF SISKIYOU COUNTY
AUTHORIZING THE TRANSFER OF A PORTION OF SISKIYOU COUNTY'S RULE 20A
CREDITS TO THE CITY OF ETNA**

WHEREAS, Electric Utilities collect and annually allocate credits to communities to convert overhead electric facilities to underground electric facilities. (These credits are commonly referred to as "Rule 20A Credits").

WHEREAS, Jurisdictions with Rule 20A Credits, which do not have the ability to use, may sell or donate their credits to other jurisdictions that have the ability to use them.

WHEREAS, Siskiyou County (hereinafter "County") currently holds a credit balance of Five Million Three Hundred Forty-Seven Thousand Six Hundred Sixty Six Dollars (\$5,347,666) ("County Allocation") for the benefit of the County, and the County currently has no active projects which can make use of the County Allocation.

WHEREAS, The City of Etna (hereinafter "City") desires to receive credits in the amount of Two Million Six Hundred Seventy-Three Thousand Eight Hundred Thirty-Three Dollars (\$2,673,833) from County to use in connection with a project for the relocation of overhead power within the established City Underground Utility District (the "City Project").

WHEREAS, County desires to transfer a portion of the County Allocation credits in the amount of Two Million Six Hundred Seventy-Three Thousand Eight Hundred Thirty-Three Dollars (\$2,673,833) to the City to enable the Rule 20A Credits to be used for their intended purpose of undergrounding electric facilities and to derive economic benefit from the County allocation.

NOW THEREFORE, be it **RESOLVED** the Parties hereto agree as follows:

1. **Agreement to Transfer Credits.** County agrees to, and does hereby, transfer and assign its rights and interest in the County Allocation to the City, and City agrees to, and does hereby, accept the County Allocation in accordance with the terms of the Agreement.
 - a. **Conditions.** This Agreement is contingent upon its notice and delivery to PacifiCorp.
2. **Notice of Transfer.** Within ten (10) business days of the executed resolution, County shall deliver a written notice to PacifiCorp, with a copy to the City, making a formal request to transfer and assign credits in the amount of Two Million Six Hundred Seventy-Three Thousand Eight Hundred Thirty-Three Dollars (\$2,673,833) of the County's Allocation to and for the benefit of the City. County shall cooperate in

good faith with the City to provide any additional documentation or information that is reasonably requested by PacifiCorp to complete the transfer.

3. **City's Due Diligence.** City acknowledges and agrees that it has conducted its own investigation as to the applicability and transferability of the County Allocation for use in the City Project and that County has not made any representation or warranty to City with respect to same. The actual use of the County Allocation by City shall be subject to the rules and procedures adopted by PacifiCorp and such other conditions or requirements as are set forth in the Public Utilities Code.
4. **Effective Date.** This Agreement shall become effective on the date when both the approval of the Etna City Council and the Siskiyou County Board of Supervisors have been obtained.
5. **Indemnity.** City shall indemnify, defend and hold harmless County, its elected officials, officers, employees and agents, from any claim, damage or liability arising in connections with the use of Rule 20A Credits from the County Allocation in connection with the construction of the City Project.
6. **Waiver.** A waiver by either Party of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein, whether of the same or different character.
7. **Counterparts.** This agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.
8. **Notices.** All notices to be given pursuant to this Agreement shall be delivered in person, by U.S. mail, or by commercial overnight delivery to the following addresses.

City of Etna

Attention: Cliff Munson
City of Etna
P.O. Box 460
Etna, CA 96027

County of Siskiyou

Attention: County Administrator
County of Siskiyou
1312 Fairlane Road, Suite 1
Yreka, California 96097

9. **Further Acts.** Each party agrees to promptly execute any documents, and undertake any acts, which may be reasonably necessary to carry out the stated intention of this Agreement.

The foregoing resolution was adopted at a regular meeting of the Board of Supervisors of the County of Siskiyou, State of California, held on this 21st day of January, 2025 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

COUNTY OF SISKIYOU

NANCY OGREN, CHAIR
Siskiyou County Board of Supervisors

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

By: _____
Deputy