

FIRST AMENDMENT TO AGREEMENT FOR THE COLLECTION OF SPECIAL
ASSESSMENTS

This First Amendment to Agreement 15-105, dated June 20, 2017, is between the California Statewide communities Development Authority, a joint exercise of powers authority (CSCDA), and the County of Fresno, a political subdivision of the State of California (County).

RECITALS

CSCDA, as part of its Property Assessed Clean Energy, or "PACE", program intends to levy voluntary contractual assessments on properties within the County of Fresno, under Chapter 29 of Part 3 of Division 7 of the Streets and Highways Code.

The County desires to recover from CSCDA the County's costs for incorporating voluntary contractual assessments into the assessments of the general taxes of the County on property.

The County and CSCDA have previously entered into an Agreement for the Collection of Special Assessments, dated March 24, 2015, and identified as County agreement 15-105 (Agreement), specifically regarding a program known as the California First Program.

Subject to the resolution adopted by the Fresno County Board of Supervisors concurrent with this amendment to the Agreement (Resolution), the County consents now to the conduct of special assessment proceedings by CSCDA, under a program known as Open PACE, by program administrators in addition to the California First program, specifically the AllianceNRG program, PACE Funding LLC, CleanFund Commercial PACE Capital and Spruce Finance.

The Resolution further allows CSCDA to add additional program administrators, from time to time, upon notice to the County, subject to all of the provisions provided for in the Resolution.

NOW THEREFORE, the County and CSCDA to agree to amend the Agreement as follows:

1. The voluntary contractual assessments levied in connection with the additional program administrators identified above are subject to the terms and conditions of the Agreement and any subsequent amendment of the Agreement.
2. CSCDA may add additional program administrators upon written notice to the County not later than the beginning of the first fiscal year in which the voluntary contractual assessments of such additional program administrators would be submitted for collection, and such program administrators are subject to the Agreement and any subsequent amendment of the Agreement.
3. This amendment is sufficient to amend the Agreement. Upon execution of this amendment, the Agreement and this amendment together shall be considered the Agreement.
4. The Agreement as amended by this amendment is ratified and continued. All provisions, terms, covenants, conditions, and promises contained in the Agreement and not amended by this agreement remain in full force and effect.
5. CSCDA represents to the County that it is duly authorized and empowered to sign and perform its obligations under this amendment, and that the individual signing this agreement on behalf of CSCDA is duly authorized to do so and his or her signature on this amendment will legally bind CSCDA to the terms of this amendment.
6. This amendment may be signed in counterparts, each of which is an original, and all of which together constitute this agreement.

CALIFORNIA STATEMENT COMMUNITIES
DEVELOPMENT AUTHORITY

By: _____

James Hamill
Authorized Signatory

COUNTY OF FRESNO

By: _____

Brian Pacheco, Chairman
Chairman, Board of Supervisors

ATTEST:
Bernice Seidel, Clerk
Board of Supervisors

By: _____

Susan Bishop
Deputy

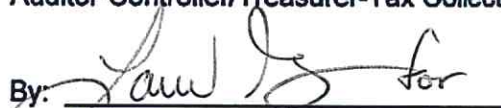
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Fund 0001
Subclass 10000
Org 04100600
Acct 5060

REVIEWED AND RECOMMENDED FOR
APPROVAL:
Jean M. Rousseau,
County Administrative Officer



APPROVED AS TO ACCOUNTING FORM:
Oscar J. Garcia, CPA
Auditor-Controller/Treasurer-Tax Collector

By: 
Deputy

APPROVED AS TO LEGAL FORM:
Daniel C. Cederborg
County Counsel

By: 
Deputy