FIRST AMENDMENT TO JOINT EXERCISE OF POWERS AGREEMENT

This First Amendment to Agreement is made and entered into as of the __ day of __, 2010, by and between the following agencies:

a. City of Sacramento hereinafter referred to as “City”;
b. County of Sacramento hereinafter referred to as “County”;
c. Reclamation District 1000 hereinafter referred to as “RD 1000”;
d. American River Flood Control District hereinafter referred to as “ARFCD”;
e. County of Sutter hereinafter referred to as “Sutter”;
f. Sacramento County Water Agency hereinafter referred to as “Water Agency”;
g. Sutter County Water Agency hereinafter referred to as “Sutter Water Agency”.

RECITALS

WHEREAS, the Parties to this First Amendment entered into a Joint Exercise of Powers Agreement dated January 17, 1991, hereinafter referred to as “Agreement”, which created the Sacramento Area Flood Control Agency, hereinafter referred to as “SAFCA”, for the coordinated planning and for coordinated and regional efforts to finance, provide and maintain Facilities and Works for the control of waters within or flowing into the boundaries of the Parties and for the protection of public and private property within said boundaries; and

WHEREAS, the construction of said Facilities and Works requires permitting by the Central Valley Flood Protection Board, hereinafter referred to as “CVFPB”, a board of the State of California; and

WHEREAS, the CVFPB is requiring that SAFCA will not be dissolved so long as SAFCA has made outstanding commitments to the CVFPB for operations and maintenance and operations and maintenance indemnification of Facilities and Works.

NOW, THEREFORE, the Parties agree as follows:

1. Section 47 shall be added to the Agreement to read as follows:

“Section 47. Project Commitments made to State of California. (a) For purposes of this Section, “Project Commitments” shall mean agreements between the Agency and the Central Valley Flood Protection Board or any successor entity (collectively “CVFPB”) to: (i) operate and maintain flood control works within the boundaries of the Agency, (ii) indemnify the State of California for
liabilities arising out of such operation and maintenance or the failure to conduct same; and/or (iii) indemnify the State of California for design or construction of flood control improvements designed or constructed by the Agency.

(b) Notwithstanding the provisions of Section 40, this Agreement may not be rescinded or terminated or the Agency formed hereby dissolved so long as the Agency has outstanding Project Commitments unless the relevant member or members of the Agency first provide such reasonable written assurances regarding the Project Commitments as the CVFPB may request.

(c) Notwithstanding the provisions of Section 42, no Party to this Agreement may withdraw from the Agreement so long as the Agency has outstanding Project Commitments, unless such withdrawing party first provides such reasonable written assurances regarding the Project Commitments as the CVFPB may request.”

2. All other provisions of the Agreement shall remain in full force and effect.

3. Capitalized terms in this First Amendment shall have the definitions as set forth in the Agreement.

4. This First Amendment may be executed in duplicate counterparts. The First Amendment shall be deemed executed when it has been signed by all of the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be executed on the day and year first above written.

CITY OF SACRAMENTO

By: ____________________________
    Mayor

Attest:

______________________________
City Clerk

Approved as to form:

______________________________
City Attorney

RECLAMATION DISTRICT 1000

By: ____________________________
    Chair

COUNTY OF SACRAMENTO

By: ____________________________
    Chair of the Board

Attest:

______________________________
Clerk of the Board

Approved as to form:

______________________________
County Counsel

SACRAMENTO COUNTY WATER AGENCY

By: ____________________________
    Chair
Attest:

______________________________
Secretary

Approved as to form:

______________________________
District Counsel

______________________________
Chair

Attest:

______________________________
Secretary

Approved as to form:

______________________________
District Counsel

______________________________
Chair

Attest:

______________________________
Clerk of the Agency

Approved as to form:

______________________________
Agency Counsel

______________________________
Chair

Attest:

______________________________
Clerk of the Agency

Approved as to form:

______________________________
Agency Counsel

______________________________
Chair

Attest:

______________________________
Clerk of the Board

Approved as to form:

______________________________
County Counsel

______________________________
Chair

Attest:

______________________________
Clerk of the Board

Approved as to form:

______________________________
Agency Counsel

______________________________
Chair
SACRAMENTO AREA FLOOD CONTROL AGENCY

FIRST AMENDMENT TO
JOINT EXERCISE OF POWERS AGREEMENT

This First Amendment to Agreement is made and entered into as of the 24th day of September 2010, by and between the following agencies:

a. City of Sacramento hereinafter referred to as “City”;
b. County of Sacramento hereinafter referred to as “County”;
c. Reclamation District 1000 hereinafter referred to as “RD 1000”;
d. American River Flood Control District hereinafter referred to as “ARFCD”;
e. County of Sutter hereinafter referred to as “Sutter”;
f. Sacramento County Water Agency hereinafter referred to as “SCWA”; and
g. Sutter County Water Agency hereinafter referred to as “Sutter Water Agency”.

RECITALS

WHEREAS, the Parties to this First Amendment entered into a Joint Exercise of Powers Agreement dated January 17, 1991, hereinafter referred to as “Agreement”, which created the Sacramento Area Flood Control Agency, hereinafter referred to as “the Agency”, for the coordinated planning and for coordinated and regional efforts to finance, provide and maintain Facilities and Works for the control of waters within or flowing into the boundaries of the Parties and for the protection of public and private property within said boundaries; and

WHEREAS, the construction of said Facilities and Works requires permitting by the Central Valley Flood Protection Board, hereinafter referred to as “CVFPB”, a board of the State of California; and

WHEREAS, the CVFPB is requiring that the Agency will not be dissolved so long as the Agency has made outstanding commitments to the CVFPB for operations and maintenance and operations and maintenance indemnification of Facilities and Works.

NOW, THEREFORE, the Parties agree as follows:

1. Section 47 shall be added to the Agreement to read as follows:
“Section 47. Project Commitments made to State of California. (a) For purposes of this Section, "Project Commitments" shall mean agreements between the Agency and the Central Valley Flood Protection Board or any successor entity (collectively "CVFPB") to: (i) operate and maintain flood control works within the boundaries of the Agency, (ii) indemnify the State of California for liabilities arising out of such operation and maintenance or the failure to conduct same; and/or (iii) indemnify the State of California for design or construction of flood control improvements designed or constructed by the Agency.

(b) Notwithstanding the provisions of Section 40, this Agreement may not be rescinded or terminated or the Agency formed hereby dissolved so long as the Agency has outstanding Project Commitments unless the relevant member or members of the Agency first provide such reasonable written assurances regarding the Project Commitments as the CVFPB may request.

(c) Notwithstanding the provisions of Section 42, no Party to this Agreement may withdraw from the Agreement so long as the Agency has outstanding Project Commitments, unless such withdrawing party first provides such reasonable written assurances regarding the Project Commitments as the CVFPB may request.”

2. All other provisions of the Agreement shall remain in full force and effect.

3. Capitalized terms in this First Amendment shall have the definitions as set forth in the Agreement.

4. This First Amendment may be executed in duplicate counterparts. The First Amendment shall be deemed executed when it has been signed by all of the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be executed on the day and year first above written.

CITY OF SACRAMENTO

By: ____________________
Mayor

COUNTY OF SACRAMENTO

By: ____________________
Chair of the Board
Attest:

City Clerk

Approved as to form:

City Attorney

RECLAMATION DISTRICT 1000

By: ___________ 
Chair

Attest:

Secretary

Approved as to form:

District Counsel

AMERICAN RIVER FLOOD CONTROL DISTRICT

By: ___________ 
Chair

Attest:

Secretary

Approved as to form:

District Counsel

SACRAMENTO COUNTY WATER AGENCY

By: ___________ 
Chair

Attest:

Clerk of the Board

Approved as to form:

County Counsel

SUTTER COUNTY WATER AGENCY

By: ___________ 
Chair

Attest:

Clerk of the Agency

Approved as to form:

Agency Counsel
SUTTER COUNTY

By: __________________________
   Chair of the Board

Attest:

______________________________
   Clerk of the Board

Approved as to form:

______________________________
   County Counsel
SACRAMENTO AREA FLOOD CONTROL AGENCY

FIRST AMENDMENT TO
JOINT EXERCISE OF POWERS AGREEMENT

This First Amendment to Agreement is made and entered into as of the 7th day of September 2010, by and between the following agencies:

a. City of Sacramento hereinafter referred to as “City”;

b. County of Sacramento hereinafter referred to as “County”;

c. Reclamation District 1000 hereinafter referred to as “RD 1000”;

d. American River Flood Control District hereinafter referred to as “ARFCD”;

e. County of Sutter hereinafter referred to as “Sutter”;

f. Sacramento County Water Agency hereinafter referred to as “SCWA”;

g. Sutter County Water Agency hereinafter referred to as “Sutter Water Agency”.

RECITALS

WHEREAS, the Parties to this First Amendment entered into a Joint Exercise of Powers Agreement dated January 17, 1991, hereinafter referred to as “Agreement”, which created the Sacramento Area Flood Control Agency, hereinafter referred to as “the Agency”, for the coordinated planning and for coordinated and regional efforts to finance, provide and maintain Facilities and Works for the control of waters within or flowing into the boundaries of the Parties and for the protection of public and private property within said boundaries; and

WHEREAS, the construction of said Facilities and Works requires permitting by the Central Valley Flood Protection Board, hereinafter referred to as “CVFPB”, a board of the State of California; and

WHEREAS, the CVFPB is requiring that the Agency will not be dissolved so long as the Agency has made outstanding commitments to the CVFPB for operations and maintenance and operations and maintenance indemnification of Facilities and Works.

NOW, THEREFORE, the Parties agree as follows:

1. Section 47 shall be added to the Agreement to read as follows:
“Section 47. Project Commitments made to State of California. (a) For purposes of this Section, “Project Commitments” shall mean agreements between the Agency and the Central Valley Flood Protection Board or any successor entity (collectively "CVFPB") to: (i) operate and maintain flood control works within the boundaries of the Agency, (ii) indemnify the State of California for liabilities arising out of such operation and maintenance or the failure to conduct same; and/or (iii) indemnify the State of California for design or construction of flood control improvements designed or constructed by the Agency.

(b) Notwithstanding the provisions of Section 40, this Agreement may not be rescinded or terminated or the Agency formed hereby dissolved so long as the Agency has outstanding Project Commitments unless the relevant member or members of the Agency first provide such reasonable written assurances regarding the Project Commitments as the CVFPB may request.

(c) Notwithstanding the provisions of Section 42, no Party to this Agreement may withdraw from the Agreement so long as the Agency has outstanding Project Commitments, unless such withdrawing party first provides such reasonable written assurances regarding the Project Commitments as the CVFPB may request.”

2. All other provisions of the Agreement shall remain in full force and effect.

3. Capitalized terms in this First Amendment shall have the definitions as set forth in the Agreement.

4. This First Amendment may be executed in duplicate counterparts. The First Amendment shall be deemed executed when it has been signed by all of the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be executed on the day and year first above written.

CITY OF SACRAMENTO

By: __________________________
Mayor

COUNTY OF SACRAMENTO

By: __________________________
Chair of the Board
Attest:

_________________________
City Clerk

Approved as to form:

_________________________
City Attorney

RECLAMATION DISTRICT 1000

By: _______________________
  Chair

Attest:

_________________________
Secretary

Approved as to form:

_________________________
District Counsel

SACRAMENTO COUNTY WATER AGENCY

By: _______________________
  Chair

Attest:

_________________________
Clerk of the Agency

Approved as to form:

_________________________
Agency Counsel

AMERICAN RIVER FLOOD CONTROL DISTRICT

By: _______________________
    Chair

Attest:

_________________________
Secretary

Approved as to form:

_________________________
District Counsel

SUTTER COUNTY WATER AGENCY

By: _______________________
    Chair

Attest:

_________________________
Clerk of the Agency

Approved as to form:

_________________________
Agency Counsel
SACRAMENTO AREA FLOOD CONTROL AGENCY

FIRST AMENDMENT TO
JOINT EXERCISE OF POWERS AGREEMENT

This First Amendment to Agreement is made and entered into as of the 24th day of Sep 2010, by and between the following agencies:

a. City of Sacramento hereinafter referred to as "City";
b. County of Sacramento hereinafter referred to as "County";
c. Reclamation District 1000 hereinafter referred to as "RD 1000";
d. American River Flood Control District hereinafter referred to as "ARFCD";
e. County of Sutter hereinafter referred to as "Sutter";
f. Sacramento County Water Agency hereinafter referred to as "SCWA"; and
g. Sutter County Water Agency hereinafter referred to as "Sutter Water Agency".

RECITALS

WHEREAS, the Parties to this First Amendment entered into a Joint Exercise of Powers Agreement dated January 17, 1991, hereinafter referred to as "Agreement", which created the Sacramento Area Flood Control Agency, hereinafter referred to as "the Agency", for the coordinated planning and for coordinated and regional efforts to finance, provide and maintain Facilities and Works for the control of waters within or flowing into the boundaries of the Parties and for the protection of public and private property within said boundaries; and

WHEREAS, the construction of said Facilities and Works requires permitting by the Central Valley Flood Protection Board, hereinafter referred to as "CVFPB", a board of the State of California; and

WHEREAS, the CVFPB is requiring that the Agency will not be dissolved so long as the Agency has made outstanding commitments to the CVFPB for operations and maintenance and operations and maintenance indemnification of Facilities and Works.
NOW, THEREFORE, the Parties agree as follows:

1. Section 47 shall be added to the Agreement to read as follows:

   "Section 47. Project Commitments made to State of California. (a) For purposes of this Section, "Project Commitments" shall mean agreements between the Agency and the Central Valley Flood Protection Board or any successor entity (collectively "CVFPB") to: (i) operate and maintain flood control works within the boundaries of the Agency, (ii) indemnify the State of California for liabilities arising out of such operation and maintenance or the failure to conduct same; and/or (iii) indemnify the State of California for design or construction of flood control improvements designed or constructed by the Agency.

   (b) Notwithstanding the provisions of Section 40, this Agreement may not be rescinded or terminated or the Agency formed hereby dissolved so long as the Agency has outstanding Project Commitments unless the relevant member or members of the Agency first provide such reasonable written assurances regarding the Project Commitments as the CVFPB may request.

   (c) Notwithstanding the provisions of Section 42, no Party to this Agreement may withdraw from the Agreement so long as the Agency has outstanding Project Commitments, unless such withdrawing party first provides such reasonable written assurances regarding the Project Commitments as the CVFPB may request."

2. All other provisions of the Agreement shall remain in full force and effect.

3. Capitalized terms in this First Amendment shall have the definitions as set forth in the Agreement.

4. This First Amendment may be executed in duplicate counterparts. The First Amendment shall be deemed executed when it has been signed by all of the Parties.
IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be executed on the day and year first above written.

CITY OF SACRAMENTO

By: __________________________

John Danberg, Assistant City Manager
For: Gustavo F. Vina, City Manager, September 16, 2010

Attest: __________________________

City Clerk 9/24-10

Approved as to form:

City Attorney

RECLAMATION DISTRICT 1000

By: __________________________

Chair

Attest: __________________________

Secretary

Approved as to form:

District Counsel

COUNTY OF SACRAMENTO

By: __________________________

Chair of the Board

Attest: __________________________

Clerk of the Board

Approved as to form: __________________________

County Counsel

SACRAMENTO COUNTY WATER AGENCY

By: __________________________

Chair

Attest: __________________________

Clerk of the Agency

Approved as to form: __________________________

Agency Counsel
AMERICAN RIVER FLOOD CONTROL DISTRICT

By: __________________________
   Chair

Attest: __________________________

Secretary

Approved as to form: __________________________

District Counsel

SUTTER COUNTY WATER AGENCY

By: __________________________
   Chair

Attest: __________________________

Clerk of the Agency

Approved as to form: __________________________

Agency Counsel

SUTTER COUNTY

By: __________________________
   Chair of the Board

Attest: __________________________

Clerk of the Board

Approved as to form: __________________________

County Counsel