

SACRAMENTO AREA FLOOD CONTROL AGENCY
JOINT EXERCISE OF POWERS AGREEMENT

This Agreement is made and entered into as of the 17 day of JANUARY, 1991, by and between the following parties:

- a. City of Sacramento, hereinafter referred to as the "City";
- b. County of Sacramento, hereinafter referred to as the "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

The Parties to this Agreement have and possess the power and authorization to acquire, construct, operate and maintain Works for the purpose of controlling and conserving waters for the protection of life and property that would or could be damaged by being inundated by still or flowing water.

However, there is a need for coordinated planning for the control of waters within or flowing into the boundaries of the

Parties and for the protection of private and public property within said boundaries.

There is a need for a coordinated and regional effort to finance, provide, and maintain Facilities and Works necessary to ensure not less than the minimum level of flood protection, as defined by the Federal Emergency Management Agency, in developed and urbanizing areas which are designated for residential, commercial, or industrial uses within the boundaries of the Parties.

There is a need to provide local assurances and participate in cost sharing for such projects as the levee reconstruction work as required by the Sacramento Urban Area Levee Reconstruction Project which was determined by the Assistant Secretary of the Army (Civil Works) to fall within the purview of the Sacramento River Flood Control Project, and for other Projects, Facilities or Works necessary for the achievement of interim 100 and at least a 200-year flood protection, as well as for the resolution of Water Control problems.

Such a regional Water Control plan can best be achieved through the cooperative action of the Parties operating through a Joint Exercise of Powers Agency.

Each of the Parties is authorized to contract with each other for the joint exercise of any common power under Article I, Chapter 5, Division 7, Title 1 of the Government Code.

COVENANTS

In consideration of the mutual promises and covenants herein contained, the Parties hereto agree as follows:

PURPOSE AND POWERS

1. Definitions. For the purpose of this Agreement, the meaning of the terms hereinafter set forth shall be the following:

a. "Act" means the Sacramento Area Flood Control Act, Chapter 510 of the Statutes of 1990.

b. "Agreement" means this Joint Exercise of Powers Agreement.

c. "Agency" means the "Sacramento Area Flood Control Agency" formed pursuant to this Agreement.

d. "Board" or "Board of Directors" means the governing body of the Agency as established in Section 9 of this Agreement.

e. "Director" or "Directors" means the director representing a Party to the Agency.

f. "Party" or "Parties" means each of the parties that become a signatory to this Agreement, accepting the rights and obligations of the Agency hereunder, including any public entity executing an addendum of the original Agreement as hereinafter provided. The County and the Water Agency shall, for all purposes herein, constitute a single Party. Sutter and the Sutter Water Agency shall, for all purposes herein, constitute a single Party.

g. "Project" means any Facilities or Works constructed by the Agency.

h. "Fiscal Year" means July 1, to and including the following June 30.

i. "Facility" or "Facilities" means any Works financed, acquired or constructed by the Agency.

j. "Budget" means the approved budget applicable to the expenses of the Agency.

k. "Work" or "Works" means dams, watercourses, drainage channels, conduits, ditches, canals, pumping plants, levees, buildings, and other structures utilized for the control and disposal of waters within the boundaries of the Parties or for the control and disposal of waters outside and running into the boundaries of the Agency and for which said Facilities and improvements are required either for the protection of the property therein or for the purpose of conserving any waters for beneficial use within the boundaries of the Agency.

l. "Water Control" means regulating still or moving surface and/or stream water that, if left unchecked, would inundate private or public property.

m. "Special District" means a city, county, any irrigation, reclamation, levee or levee maintenance, and drainage district or any other district or public entity which is not a Party of the Agency and which has authority to construct, operate and maintain Water Control Works.

2. Agency Created. There is hereby created a public entity to be known as the "Sacramento Area Flood Control Agency". The Agency is formed by this Agreement pursuant to the provisions of Article I, Chapter 5, Division 7, Title 1 of the Government Code of the State of California. The Agency shall be a public entity separate from the Parties hereto.

3. Boundaries of the Agency. (a) The geographic boundaries of the Agency shall be coextensive with those of 1) the City; 2) the County, excepting that portion lying within the exterior boundaries of the incorporated cities of Folsom, Galt and Isleton; 3) RD 1000; 4) ARFCD; and 5) that portion of Sutter beginning at the Sutter/Sacramento County boundary on the Sacramento River and continuing northerly along the Sacramento River to center line of the Natomas Cross Canal; thence north easterly along the center line of the Cross Canal to the center line of the Pleasant Grove Creek canal; thence northerly along the center line of the East Side canal to the north line of Township Eleven North; thence due easterly to the Sutter/Placer County boundary; thence southerly along the Sutter/Placer County boundary to the Sacramento County boundary; thence westerly along the Sutter/Sacramento County boundary to the Sacramento River and the point of beginning. A map of the Agency's geographic boundaries is attached hereto as Exhibit A.

(b) Notwithstanding any provision in this Agreement to the contrary, by an affirmative vote of the majority of the Sutter County Board of Supervisors for the purpose of establishing a

joint exercise of powers agreement between the Counties of Sutter and Placer, having as one of its powers and purposes the provision of Water Control, that portion of Sutter County, beginning at the intersection of the center line of the Natomas East Main Canal with the Sutter/Sacramento County line; thence northwesterly along the center line of the Natomas East Main Drain Canal and the Pleasant Grove Creek Canal to the center line of the Cross Canal; thence northerly along the center line of the East Side Canal to the north line of Township Eleven North; thence easterly along the north line of Township Eleven North to the Sutter/Placer County line; then southerly along the Sutter/Placer County line to the Sutter/Sacramento County line; thence westerly along the Sutter/Sacramento County line to the point of beginning, may be removed from the geographic boundaries of this Agreement, effective as of the date that such area is included in such a joint exercise of powers agreement.

(c) In the event that the geographic area of Sutter County identified in Section 3(b) of this Agreement withdraws from the Agency, pursuant to the terms of this Agreement, said withdrawal shall be subject to the terms and conditions contained in Paragraphs 39(b) and 39(c) of this Agreement, and the land shall remain subject to the lien of any assessment levied pursuant to this Agreement prior to the effective date of said withdrawal.

4. Purpose of the Agreement; Common Power To Be Exercised.
Each Party has in common the power to study, plan for, develop, finance, acquire, construct, maintain, repair, manage, operate

and control Water Control Works and Facilities for the protection of the public either alone or in cooperation with the United States, the State of California, or other entities. The purpose of this Agreement is to jointly exercise the foregoing common powers in the manner hereinafter set forth.

5. Additional Powers To Be Exercised. In addition to those powers common to each of the parties, the Agency shall have those powers conferred upon it by the Act.

6. Existing Water Control Works. Notwithstanding anything to the contrary, the Agency shall not undertake the acquisition, operation or maintenance of any existing Water Control Works or Facilities within any Party's boundaries and shall not perform any Water Control functions currently performed by or within the powers of a Party within such Party's boundaries, absent written consent of the Party's governing body.

7. Powers. The Agency shall have the power in its own name to do any of the following:

a. To exercise jointly the common powers of its Parties in studying, planning and implementing ways and means to provide a reasonable program and plan of operation for the control of waters within or flowing into the boundaries of the Parties.

b. To exercise the powers conferred upon it by the Act.

c. To participate in financing or re-financing any flood control works or the flood control components of any dam, in accordance with any terms and conditions imposed by the Act.

d. To make and enter contracts necessary to the full exercise of its powers.

e. To contract for the services of engineers, attorneys, planners, financial consultants, and separate and apart therefrom, to employ such other persons as it deems necessary.

f. To acquire, construct, manage, maintain, operate and replace any Projects, Facilities, or Works; provided, however, that the Agency shall not construct, maintain or operate any Water Control Works or Facilities within the jurisdictional boundaries of the Parties or Special District without the prior written agreement of the governing body of the affected Special District or Party.

g. To enter into agreements with the United States of America, of the State of California, or any other governmental agency to provide a portion of the local contribution which may be required for any Projects, Facilities or Works constructed by the state or federal governments.

h. To acquire, by eminent domain or otherwise, and to hold and dispose of property necessary to the full exercise of its powers.

i. To incur debts, liabilities or obligations subject to limitations herein set forth.

j. To levy and collect special benefits assessments and to issue revenue bonds as hereinafter provided.

k. To levy and collect special capital assessments.

1. To sue and be sued in its own name.

m. To prescribe, revise and collect fees as a condition of development of land.

l. To apply for, accept and receive state, federal or local licenses, permits, grants, loans or other aid from any agency of the United States of America, or of the State of California necessary for the Agency's full exercise of its powers.

n. To perform all acts necessary or proper to carry out fully the purpose of this Agreement and not inconsistent with the Act.

o. To the extent not herein specifically provided for, to exercise any powers in the manner and according to methods provided under the laws applicable to the County.

ORGANIZATION

8. Membership. The Parties of the Agency shall be each public entity which has executed, or hereafter shall execute, this Agreement, or any addenda, amendment or supplement thereto and which has not, pursuant to the provisions hereof, withdrawn therefrom.

9. Names. The names, particular capacities, and addresses of the initial Directors are shown on Exhibit B. Exhibit B shall be amended or supplemented from time to time to reflect the then current Directors. A change in Exhibit B shall not be deemed an amendment to this Agreement.

10. Governing Body of the Agency. (a) The business of the Agency shall be conducted by a Board of Directors consisting of thirteen (13) persons. The Board shall be comprised as follows: 5 board members from the Sacramento County Board of Supervisors, 3 council members from the City Council, 2 trustees from the American River Flood Control District, 2 trustees from Reclamation District 1000, and 1 board member from the Sutter County Board of Supervisors.

(b) An alternate for each Director shall be appointed or selected by the governing body of the respective Party. The names of all alternates shall be on file with the Board. The alternates shall assume all rights of the Director representing the appointing Party and shall have the authority to act in the absence of a Director or in the event that a Director has a conflict of interest which precludes participation by the Director in any decisionmaking process of the Agency.

(c) Each Director and alternate shall hold office from the first meeting of the Board after his appointment by the governing body he represents until his successor is selected.

(d) A Director may receive such compensation from the Agency for his services as may from time to time be established by the Board. A Director may be reimbursed for expenses incurred by such Director in the conduct of the Agency's business.

11. Principal Office. The principal office of the Agency shall be established by the Board. The Board is hereby granted full power and authority to change said principal office from one

location to another in the boundaries of the Agency. Any change shall be noted by the secretary under this section, but shall not be considered an amendment to this Agreement.

12. Meetings. The Board shall meet at the Agency's principal office or at such other place as may be designated by the Board. The time and place of regular meetings of the Board shall be determined by resolution adopted by the Board; a copy of such resolution shall be furnished to each Party hereto. Regular, adjourned and special meetings shall be called and held in the manner as provided in Chapter 9, Division 2, Title 5 of the Government Code of the State of California (commencing at Section 54950).

13. Quorum. A simple majority of the Directors with at least four-fifths (4/5) of the Parties represented by at least one Director each shall constitute a quorum for the purposes of transacting the Agency's general business. Except as otherwise provided, the vote of a majority of all the Directors (currently 7) shall be required for the Agency to take action.

14. Powers and Limitations Thereon. All the power and authority of the Agency will be exercised by the Board, subject however, to the rights reserved by the Parties as herein set forth.

15. Minutes. The secretary of the Agency shall cause to be kept minutes of regular, adjourned and special meetings of the Board, and shall cause a copy of the minutes to be forwarded to each Director and to each of the Parties hereto.

16. Rules. The Board may adopt from time to time such rules and regulations for the conduct of its affairs as may be required.

17. Vote or Assent of Parties. The vote, assent, or approval of Parties in any matter requiring such vote, assent or approval hereunder, shall be evidenced by a certified copy of the resolution of the governing board of such Party filed with the Agency.

18. Officers. There shall be selected from the membership of the Board, a chairman and a vice chairman. The Board shall appoint a secretary who may also be a director; the secretary shall be responsible for keeping the minutes of all meetings of the Board and all other official records of the Agency. The Treasurer of the County shall be the treasurer of the Agency, and shall be the depository and shall have custody of all money of the Agency, from whatever source. The treasurer shall perform the duties specified in Government Code Section 6506.5. The Auditor of the County shall be the auditor of the Agency and shall draw all warrants and pay demands against the Agency approved by the Board. In addition, the Board shall have the power to appoint such additional officers as it deems necessary.

The treasurer and auditor hereby designated may be changed only by the consent of all Directors. The chairman, vice chairman, and secretary shall hold office for a period of one year commencing July 1 of each and every fiscal year; provided however, that the first chairman, vice chairman and secretary

appointed shall hold office from the date of their appointment to June 30 of the ensuing fiscal year. The public officer or officers or persons who have charge of any funds or securities of the Agency shall be bonded and the amount of their bond shall be designated in the applicable budget and thus fixed.

All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, relief, disability, workmen's compensation and other benefits which apply to the activity of officers, agents, or employees of any of the Members when performing their respective functions shall apply to them to the same degree and extent while engaged in the performance of any of the functions and other duties under this Agreement. None of the officers, agents, or employees appointed by the Board shall be deemed by reason of their employment by the Board to be employed by any of the Parties or by reason of their employment by the Board to be subject to any of the requirements of such Parties.

19. Executive Director. The Executive Director of the Agency shall be the chief administrative officer of the Agency, shall serve at the pleasure of the Board of Directors, and shall be responsible to the Board for the proper and efficient administration of the Agency as is or hereafter may be placed in his charge, or under his jurisdiction or control, pursuant to the provision of this Agreement, or of any ordinance, resolution or order of the Board. In addition to other powers and duties herein provided, the Executive Director shall have the power:

(a) Under policy direction of the Board, to plan, organize and direct all regional water control activities.

(b) To appoint and to remove all Agency employees, all of whom shall serve at the pleasure of the Executive Director, except as is otherwise provided by law or by this Agreement.

(c) To authorize expenditures within the designations and limitations of the approved Budget.

(d) To make recommendations to and requests of the Board concerning all of the matters and things which are to be performed, done or carried out by said Board. The Executive Director may be removed by majority vote (7) for cause or two-thirds vote (9) without cause by the Directors voting in favor of such removal.

VETO POWER

20. A Party may exercise a veto with respect to the following items: a) the construction and/or acquisition of Projects, Works or Facilities within its boundaries; b) the Agency's assumption of the Party's maintenance and operation responsibilities for currently existing levees, Projects, Facilities or Works; c) the imposition of any assessment, fee, or charge within its boundaries to be levied for any Projects, Facilities or Works authorized pursuant to this Agreement; and d) the construction and/or acquisition of a new cross levee within the boundaries of RD 1000 to an elevation equal to or exceeding the elevation of existing RD 1000 perimeter levees and connecting to such perimeter levees.

21. In order for a Party to exercise its veto, the majority of the Party's governing board must authorize or ratify, by resolution, the exercise of that veto by the Party's representative(s) on the Board. The vote of the Party's governing board to veto any of the actions specified in Section 19 of this Agreement shall be evidenced by a certified copy of the resolution of the governing board of such Party filed with the Agency no later than 30 days after the date of the Agency's action which is the subject of the veto. A Party may exercise its veto power within the 30 days by an affirmative vote of the majority of the Party's governing board, whether or not the Director(s) and/or alternates representing the Party were present and/or regardless of the vote of the Director(s) and/or alternate(s).

PLANNING

22. Planning Policy. In keeping with the purpose of this Agreement, the Parties hereby authorize and direct the Board to undertake and/or participate in such studies and planning as necessary to provide for the control of waters of or within the boundaries of the Parties. The specific objective thereof shall be to obtain a regional solution to the Water Control problems. To achieve this objective, the studies and planning may include, but are not limited to, proposals for the construction of an upstream storage dam, the rehabilitation or elevation of levees, and assumption and/or maintenance of Water Control Works of any of the Parties of the Agency. The studies and planning shall

also concentrate on the financing methods for such proposals, as well as the allocation of costs among the Parties. Consideration shall be given to the value to the Agency of acquiring and/or operating Facilities presently owned by Parties and the allocation of the maintenance and operating costs to the Parties.

PROJECTS

23. Projects. The Agency's Projects are intended to consist of developing, designing, acquiring, and constructing Projects, Works and Facilities as well as funding (including local cost shares of federal projects) of the same, required to attain interim 100, and a minimum of 200-year flood protection as well as the resolution of Water Control problems within the boundaries of the Agency. The Agency may undertake the construction, rehabilitation or funding of all or any portion of the Projects on its own or in conjunction and cooperation with the United States, the State of California, or other public entity. Participation in financing and refinancing the construction of an expandable flood control dam shall be in accordance with the terms and conditions imposed by the Act. Construction, rehabilitation or funding of Project Facilities may be all at one time or in sequence.

BUDGETS AND PAYMENTS

24. Budget. Within 90 days after the first meeting of the Board, and thereafter prior to the commencement of each fiscal year, the Board shall adopt a Budget for the Agency for the ensuing fiscal year.

25. Contributions for Operating Expenses: (a) The initial commitment of operation funds to the Agency shall be made by the City and the Water Agency, subject to the budget approval process of each Party.

(b) It is understood that upon the formation of the Agency, the City and the Water Agency shall be reimbursed for those costs incurred since March 1, 1989 for the establishment and operation of the Agency.

(c) It is understood that the Board may arrange for the payment of the expenses of the Agency through some other source, including but not limited to state or federal grants or loans; provided, however, that the Agency may not assess a Party directly for the costs for the operation and maintenance of Projects, Works and Facilities, for the payment of administrative expenses or for the satisfaction of any liabilities imposed against the Agency without such Party's consent.

(d) The Board may raise additional funds for the operating expenses of the Agency from time to time by levying and collecting special benefit assessments in accordance with the provisions of Section 26 of this Agreement.

(e) In accordance with Government Code Section 6512.1, repayment or return to the Parties of all or part of any contributions made by the Parties may be directed by the Board at such time, and upon such terms as may be consistent with any revenue bond issue. The Agency shall hold title to all funds, property and Works acquired by it during the term of this Agreement.

26. Operation and Maintenance Assessments: The Agency is hereby empowered to levy and collect assessments and re-assessments, and raise funds for the operation and maintenance of Works and Facilities, for the payment of the Agency's administrative costs, and for the satisfaction of any liabilities imposed against the Agency arising from Projects, Works and Facilities in the same manner as provided in Article 3, of Chapter 2 of Part 7, of Division 15, of the Water Code (commencing at Section 51320). Pursuant to the Act, the Board of Directors of the Agency shall perform all the functions allocated by Article 3 of Chapter 2 of Part 7 of Division 15 of the Water Code, to the board of supervisors or the board of trustees. The Board may order the creation of a separate assessment roll to pay the allowable expenses of any single Project or any group or system of Projects. In the event that a roll for a single Project is created, an assessment for satisfaction of any liabilities imposed against the Agency arising from said single Project shall be levied against such roll.

27. State and Federal Grants and Loans. It is understood and acknowledged that some Projects may qualify for grant or loan funding from the State of California or the federal government. The Board shall have the power, in its discretion, to contract for such funding of eligible Projects. Funds received by the Agency from such sources may be used to pay for, reimburse or otherwise finance such eligible Projects.

28. Reimbursement of Funds. Funds received by the Agency from any federal, state or local agency to pay for budgeted expenditures for which the Agency has received all or a portion of said funds from its Parties shall be proportionately paid to said Parties to reimburse the Parties for the funds advanced to the Agency for the acquisition, construction, operation and maintenance of the Facilities or Works for which such funds have been received.

FINANCIAL PROVISIONS

29. General Financial Provisions. The Agency may, in any given year, levy assessments, reassessments, or special taxes and issue bonds to finance Projects in accordance with the provisions of Chapter 1 of Part 3 of the Act.

30. Revenue Bonds. The Board shall have the power and authority to issue revenue bonds for the purposes and in accordance with the procedure and requirements set forth in Article 2, Title 1, Division 7 of the Government Code of the State of California (commencing at Section 6540).

31. Special Capital Assessments. As an alternative or in addition to any other power available to the Agency, the Agency may, in any year, levy and collect assessments and sell bonds for any project in accordance with the provisions of Chapter 2 of Part 3 of the Act.

32. Development Fees. The Agency, may, by resolution, prescribe, revise and collect fees as a condition of development of land in accordance with the provisions of Chapter 3 or Part 3 of the Act.

MAINTENANCE AND OPERATION OF FACILITIES.

33. Maintenance and Operation of Facilities. The Board shall determine prior to the acquisition or construction of any Project, whether or not the Agency shall maintain and/or operate such Facilities. If the Agency is to maintain and/or operate such Facilities, it shall do so in an efficient and economical manner and in a manner not detrimental to the other Parties. It is the intent of the Parties that any Project may be maintained and operated in the name of the Agency although, as herein provided, a majority of the Participating Directors shall make all determinations of the Agency in connection therewith. If it is determined that one or more of the Parties shall maintain and/or operate said Facilities, said Parties shall by written agreement consent thereto prior to the acquisition or construction thereof.

ACCOUNTING AND AUDITS

34. Accounting Procedures. Full books and accounts shall be maintained for the Agency in accordance with practices established by, or consistent with, those utilized by the Controller of the State of California for like public entities. In particular, the Agency's controller and treasurer shall comply strictly with requirements of the statute governing joint powers agencies, Chapter 5, Division 7, Title 1 of the Government Code commencing at Section 6500.

35. Audit. The records and the accounts of the Agency shall be audited annually by the County Auditor and copies of such audit reports shall be filed with the State Controller and each

Party within six months of the end of the fiscal year under examination.

PROPERTY RIGHTS

36. Agency Facilities. All Facilities constructed or acquired by the Agency shall be held in the name of the Agency for the benefit of the membership of the Agency in accordance with the terms of this Agreement.

37. Liabilities. The debts, liabilities and obligations of the Agency shall be the debts, liabilities or obligations of the Agency alone and not of the Parties to this Agreement.

LIABILITY OF BOARD

38. Except as otherwise provided in this Agreement, the funds of the Agency shall be used to defend, indemnify and hold harmless the Agency and any Director for their actions taken within the scope of the authority of the Agency. Nothing herein shall limit the right of the Agency to purchase insurance to provide such coverage as is hereinabove set forth.

RESCISSION, TERMINATION, WITHDRAWAL, ASSIGNMENT

39. Term. The Agency shall continue until this Agreement is rescinded or terminated as herein provided.

40. Rescission or Termination. This Agreement may be rescinded and the Agency terminated by unanimous written consent of the Parties. Nothing in this Agreement shall prevent the Parties from entering into other joint exercise of power agreements regarding Regional Water Control problems.

41. Disposition of Property Upon Termination. Upon termination of this Agreement, any surplus funds on hand shall be returned to the then Parties in proportion to the contributions made. The Board shall first offer any Works, Facilities, rights and interests of the Agency for sale to the Parties for good and adequate consideration. If no such sale is consummated, the Board shall offer such Works, Facilities, rights and interests of the Agency for sale to any governmental agency, or other entity for good and adequate consideration. The net proceeds from any sale shall be distributed among the Parties in proportion to the contributions made. If no such sale is consummated, then the Works, Facilities, rights and interests of the Agency shall be allocated to the Parties in the same manner as the allocation of the net proceeds from a sale, unless otherwise agreed to by all of the Members.

42. Withdrawal. (a) Subject to Paragraph 3 of this Agreement, no Party may withdraw from the Agency without the unanimous consent of the Parties. Any withdrawal with unanimous consent shall be effective on the last day of a specified fiscal year in which the withdrawal is consented to.

(b) In the event the withdrawing Party has any rights in any Facilities or obligations to the Agency, said Party cannot sell, lease or transfer said rights or be relieved of its obligations, except its obligation to pay its share of operation and maintenance costs directly related to the use of the Facilities, without the execution of a written agreement executed by it and

all Parties affected by such withdrawal. The Agency may not sell, lease, transfer or use any rights of a Party who has withdrawn without first obtaining the written consent of the withdrawn Member.

(c) No refund or repayment of the initial commitment of funds shall be made to a Party ceasing to be a party to this Agreement whether pursuant to this Section or any other Section of this Agreement. The refund or repayment of any other contribution shall be made in accordance with the terms and conditions upon which the contribution was made.

43. Admission of New Parties. It is recognized that public entities, other than the original Parties, may wish to participate in the Agency. Additional public entities may become Parties of the Agency upon such terms and conditions as provided by the Board with the unanimous consent of each existing Party of the Agency, evidenced by the execution of a written addendum to this Agreement signed by all of the Parties, including the additional Party.

44. Amendments. This Agreement may be amended only by the unanimous vote of all Parties.

45. Assignment; Binding on Successors. Except as otherwise provided in this Agreement, the rights and duties of the Parties may not be assigned or delegated without the written consent of all other Parties. Any attempt to assign or delegate such rights or duties in contravention of this Agreement shall be null and void. Any approved assignment or delegation shall be consistent

with the terms of any contracts, resolutions, indemnities and other obligations of the Agency then in effect. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Parties hereto.

46. Notice. Any notice or instrument required to be given or delivered by depositing the same in any United States Post Office, registered or certified, postage prepaid, addressed to the addresses of the Parties as shown on Exhibit A, shall be deemed to have been received by the Party to whom the same is addressed at the expiration of 72 hours after deposit of the same in the United States Post Office for transmission by registered or certified mail as aforesaid.

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

CITY OF SACRAMENTO

COUNTY OF SACRAMENTO

By: _____
MAYOR

By: _____
CHAIRPERSON

ATTEST:

ATTEST:

CITY CLERK

CLERK OF THE BOARD

APPROVED AS TO FORM:

APPROVED AS TO FORM:

CITY ATTORNEY

COUNTY COUNSEL

RECLAMATION DISTRICT 1000

SACRAMENTO COUNTY WATER AGENCY

By: _____
CHAIRPERSON

By: _____
CHAIRPERSON

ATTEST:

ATTEST:

SECRETARY

CLERK OF THE BOARD

APPROVED AS TO FORM:

APPROVED AS TO FORM:

JAMES M. DAY, ATTORNEY

COUNTY COUNSEL

AMERICAN RIVER FLOOD CONTROL
DISTRICT

SUTTER COUNTY WATER AGENCY

By: _____
CHAIRPERSON

By: _____
CHAIRMAN

ATTEST:

ATTEST:

SECRETARY

CLERK OF THE BOARD

APPROVED AS TO FORM:

APPROVED AS TO FORM:

GEORGE BASYE, ATTORNEY

COUNTY COUNSEL

COUNTY OF SUTTER

By: _____
CHAIRMAN

ATTEST:

CLERK OF THE BOARD

APPROVED AS TO FORM:

COUNTY COUNSEL

MB:ck
JPA-safca

Office, registered or certified, postage prepaid, addressed to the addresses of the Parties as shown on Exhibit A, shall be deemed to have been received by the Party to whom the same is addressed at the expiration of 72 hours after deposit of the same in the United States Post Office for transmission by registered or certified mail as aforesaid.

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

CITY OF SACRAMENTO

By: *Arne Rueden*
MAYOR

ATTEST:

Talvin A. Burrows
CITY CLERK

APPROVED AS TO FORM:

Edward P. Lajoie
CITY ATTORNEY

COUNTY OF SACRAMENTO

By: *Robert J. Johnson*
CHAIRPERSON



ATTEST:

Lorely A. Williams
CLERK OF THE BOARD

APPROVED AS TO FORM:

Michelle Bach
COUNTY COUNSEL

RECLAMATION DISTRICT 1000

SACRAMENTO COUNTY WATER AGENCY

By: _____
CHAIRPERSON

By: *Jeffery A. Johnson*
CHAIRPERSON
ATTEST:
Janet A. Williams
CLERK OF THE BOARD



ATTEST:

SECRETARY

APPROVED AS TO FORM:

APPROVED AS TO FORM:

JAMES M. DAY, ATTORNEY

Michelle Bach
COUNTY COUNSEL

AMERICAN RIVER FLOOD CONTROL DISTRICT

SUTTER COUNTY WATER AGENCY

By: _____
CHAIRPERSON

By: _____
CHAIRMAN

ATTEST:

ATTEST:

CLERK OF THE BOARD

SECRETARY

APPROVED AS TO FORM:

APPROVED AS TO FORM:

COUNTY COUNSEL

GEORGE BASYE, ATTORNEY

COUNTY OF SUTTER

By: _____
CHAIRMAN

RECLAMATION DISTRICT 1000

By: _____
CHAIRPERSON

ATTEST:

SECRETARY

APPROVED AS TO FORM:

JAMES M. DAY, ATTORNEY

AMERICAN RIVER FLOOD CONTROL
DISTRICT

By: _____
CHAIRPERSON

ATTEST:

SECRETARY

APPROVED AS TO FORM:

GEORGE BASYE, ATTORNEY

COUNTY OF SUTTER

By: Tom P. Jyger
CHAIRMAN

SACRAMENTO COUNTY WATER AGENCY

By: _____
CHAIRPERSON

ATTEST:

CLERK OF THE BOARD

APPROVED AS TO FORM:

COUNTY COUNSEL

SUTTER COUNTY WATER AGENCY

By: Tom P. Jyger
CHAIRMAN

ATTEST:

LONNAB. SMITH

CLERK OF THE BOARD
By: Charlene F. Smith
DEPUTY

APPROVED AS TO FORM:

COUNTY COUNSEL



ATTEST:

LONNA B. SMITH



CLERK OF THE BOARD

By:

Darlene H. Silva

~~DERUTY~~ MOVED AS TO FORM:

Paul W. Hanson
COUNTY COUNSEL

MB:ck
JPA-safca

RECLAMATION DISTRICT 1000

By: _____
CHAIRPERSON

ATTEST:

SECRETARY

APPROVED AS TO FORM

JAMES M. DAY, ATTORNEY

AMERICAN RIVER FLOOD CONTROL
DISTRICT

By: George H. Campine
CHAIRPERSON

ATTEST:

Fred J. Steenkamp
SECRETARY

APPROVED AS TO FORM
George Basse
GEORGE BASSE, ATTORNEY

COUNTY OF SUTTER

By: _____
CHAIRPERSON

SACRAMENTO COUNTY WATER AGENCY

By: _____
CHAIRPERSON

ATTEST:

CLERK OF THE BOARD

APPROVED AS TO FORM:

COUNTY COUNSEL

SUTTER COUNTY WATER AGENCY

By: _____
CHAIRPERSON

ATTEST:

CLERK OF THE BOARD

APPROVED AS TO FORM:

COUNTY COUNSEL

RECLAMATION DISTRICT 1000

By: *[Signature]*
CHAIRPERSON

ATTEST:

[Signature]
SECRETARY

APPROVED AS TO FORM

[Signature]
JAMES M. DAY, ATTORNEY

AMERICAN RIVER FLOOD CONTROL DISTRICT

By: _____
CHAIRPERSON

ATTEST:

SECRETARY

APPROVED AS TO FORM

GEORGE BAYSE, ATTORNEY

COUNTY OF SUTTER

By: _____
CHAIRPERSON

SACRAMENTO COUNTY WATER AGENCY

By: _____
CHAIRPERSON

ATTEST:

CLERK OF THE BOARD

APPROVED AS TO FORM:

COUNTY COUNSEL

SUTTER COUNTY WATER AGENCY

By: _____
CHAIRPERSON

ATTEST:

CLERK OF THE BOARD

APPROVED AS TO FORM:

COUNTY COUNSEL

COUNTY OF SACRAMENTO

Inter-Department Correspondence

November 6, 1990

To: Greg Ohanesian
Sacramento Area Flood Control Agency

From: Michele Bach
Supervising Deputy

Subject: Joint Powers Agreement

Government Code Section 6503.5 provides that the joint powers agency shall, within 30 days after the effective date of the agreement or amendment thereto, cause a notice of the agreement or amendment to be prepared and filed with the office of the Secretary of State. The notice must contain: a) the name of each public agency which is a party to the agreement; b) the date upon which the agreement became effective; c) a statement of the purpose of the agreement or the power to be exercised; and d) a description of the amendment or amendments made to the agreement, if any.

If the agency fails to file the notice required by Government Code §6503.5 within 30 days after the effective date of the agreement or amendment, the agency shall not thereafter, and until such filings are completed, issue any bonds or incur indebtedness of any kind.

Please advise concerning the status of the amended joint powers agreement so that I may prepare the appropriate notice. If you have any questions, please call.



MICHELE BACH

MB:ck

m-ohanesian

EXHIBIT A - SAFCA JURISDICTION MAP

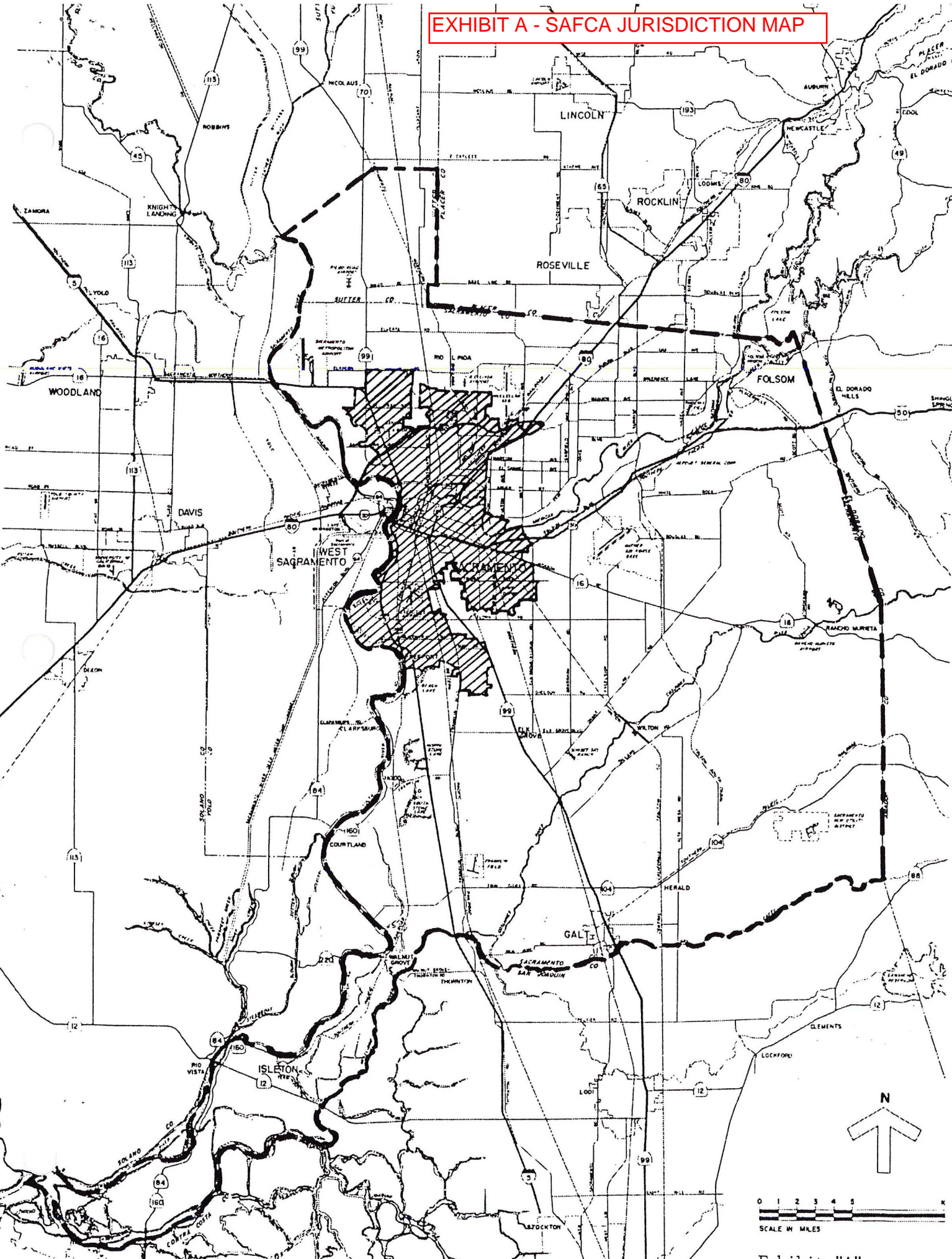


Exhibit "A"