

**JOINT POWERS AGREEMENT  
FOR FORMATION OF THE EL DORADO WATER AND POWER AUTHORITY  
AMONG  
EL DORADO COUNTY, EL DORADO COUNTY WATER AGENCY,  
EL DORADO IRRIGATION DISTRICT, AND  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT**

THIS AGREEMENT is made and entered into pursuant to the Joint Exercise of Powers Act (Government Code section 6500 et seq.) by and among the County of El Dorado, a political subdivision of the State of California ("COUNTY"), the El Dorado County Water Agency, a body politic and corporate pursuant to Water Code, Appendix Section 96-1 et seq. ("WATER AGENCY"), the El Dorado Irrigation District, an irrigation district under the laws of the State of California ("EID"), and the Georgetown Divide Public Utility District, a public utility district under the laws of the State of California ("GDPUD").

**RECITALS**

This Agreement is made with reference to the following facts:

A. Pursuant to Title I, Division 7, Chapter 5 of the Government Code and commonly known as the Joint Exercise of Powers Act, commencing with Government Code section 6500 et seq., two or more public agencies may, by agreement, jointly exercise any power common to the contracting parties.

B. The WATER AGENCY Board of Directors is comprised of Board members appointed by the COUNTY and members duly appointed by the participating districts, EID, GDPUD, Grizzly Flats Community Services District, Tahoe City Public Utility District, and South Tahoe Public Utility District.

C. COUNTY, EID, GDPUD and WATER AGENCY (on its own behalf and as representative or other organizations) are each authorized to, and/or are currently participating in the administrative proceedings for the Federal Energy Regulatory Commission relicensing of the SMUD Upper American River Project, FERC Project 2101, including the Alternative License Process (hereinafter referred to as the "SMUD UARP proceedings").

D. COUNTY, EID, WATER AGENCY, and GDPUD have determined it is in the best interests of the participants, their constituents, and the citizens of the County of El Dorado to form and participate in a joint powers agency in relation to water supply, socioeconomic, and power issues that arise within or contemporaneously with the SMUD UARP proceedings in order to identify all of the benefits and burdens of having the SMUD Upper American River Project located within the El Dorado County watershed inclusive of socioeconomic interests, water supply issues, power

generation, etc., and have these benefits and burdens considered and resolved as part of the SMUD UARP proceedings or contemporaneously therewith.

FOR, AND IN CONSIDERATION OF THE ABOVE, IT IS HEREBY EXPRESSLY AGREED BY THE PARTIES THAT:

**ARTICLE I: DEFINITIONS**

Section 1. The following definitions shall apply to the provisions of this Agreement:

- a. "Authority" shall mean the El Dorado Water and Power Authority, a joint exercise of powers authority created by this Agreement.
- b. "Board of Directors" or "Board" shall mean the governing body of the Authority.
- c. "Party" shall mean the COUNTY, WATER AGENCY, EID, or GDPUD, respectively.
- d. "Contribution" shall mean the sum of a Party's deposit and additional deposits determined in the Authority's annual budget.

**ARTICLE II: CREATION OF THE AUTHORITY**

Section 1. There is hereby created the El Dorado Water and Power Authority to exercise powers and take actions in the manner set forth in this Agreement. The Authority shall be a public entity separate from the Parties. The exercise of any power or the carrying out of any act under this Agreement shall comply with the applicable laws of the State of California. The principal office of the Authority shall be located at the WATER AGENCY offices located at 3932 Ponderosa Road, Suite 200, Shingle Springs, California 95682.

**ARTICLE III: PURPOSES**

Section 1. This Agreement is made to provide for the joint exercise of powers common to the Parties as conferred by the laws of the State of California, regarding water supply, socioeconomic, and power issues that arise in or contemporaneously with the SMUD UARP proceedings. Each Party is empowered by the laws of the State of California to participate in the SMUD UARP proceedings and to negotiate settlements of protection, mitigation and enhancement measures (the "PM&E's") as well as other issues that have arisen or will arise therein or contemporaneously therewith. The Authority is created to coordinate the exercise of those powers in a unified manner, to foster communications among the Parties of the issues that arise in the SMUD UARP proceedings or contemporaneously therewith, and to minimize the burdens of the SMUD Upper American River Project while maximizing its benefits for the Parties, their constituents, and the El Dorado County community as a whole.

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It is recognized that the Parties individually are participants in the SMUD UARP proceedings, and signatories to certain communications and negotiation protocols. As a consequence, any proposals, settlement offers, and/or negotiated settlement agreements involving the Authority will require separate approval of the affected Parties' governing boards.

#### **ARTICLE IV: POWERS OF AUTHORITY**

Section 1. The Authority, in its own name, shall have the powers to do all acts necessary and convenient for the exercise of the purpose and goals of the Agreement that each of the Parties could do separately. The Authority's power shall include but not be limited to the following:

- a. To make or enter into contracts with legal counsel and/or consultants as may be necessary or convenient to carry out the purposes of the Agreement;
- b. To adopt annually a budget setting forth all administrative, operation and capital expenses for the Authority, together with the apportionment of such expenses by Contribution of each Party as set forth herein;
- c. To incur debts, liabilities and/or obligations, subject to the limitations set forth in the Agreement herein;
- d. To apply for and accept grants, advances and contributions including contributions of cash, personnel, equipment or property;
- e. To participate with public or private entities or individuals in the SMUD UARP proceedings, related proceedings, including but not limited to PM&E's settlement negotiations, and other formal or informal processes contemporaneous therewith;
- f. To sue or be sued in its own name;
- g. To enter into contract to further the purpose of this Agreement;
- h. To perform resource investigations regarding water, socioeconomic, and power issues, and to participate with public or private entities or individuals on improvement programs.

#### **ARTICLE V: BOARD OF DIRECTORS AND EXECUTIVE DIRECTOR**

Section 1. The Authority shall be governed by the Board of Directors. The Board shall hold one regular meeting each month, and may provide for the holding of special meetings at more frequent intervals. The meetings will be held at the WATER AGENCY offices located at 3932 Ponderosa Road, Suite 200, Shingle Springs, California 95682. The date and hour upon which such regular meetings will be held shall be fixed by the Board. All meetings of the Board shall be called, held, noticed and conducted subject to the provisions of the Ralph M. Brown Act, commencing with Section 54950, et seq. of the California Government Code.

Section 2. Members of the Board of Directors shall serve without compensation other than that approved and paid by the Party that the director represents. Reimbursable expenses of directors shall be the responsibility of the Party that the director represents.

Section 3. The Board shall be a sixteen member Board comprised of fifteen voting directors, and non-voting director(s) as follows:

Voting Members: Each director shall have one vote as follows:

- Each member of the COUNTY Board of Supervisors (5).
- Each member of the EID Board of Directors (5).
- Each member of the GDPUD Board of Directors (5).

Non-voting Directors: A majority of the WATER AGENCY Board of Directors are also members of other participating Parties. As a consequence, any non-Party member of the WATER AGENCY Board shall be a member of the Authority's Board of Directors as a non-voting director. At the time of formation of the Authority, there is one non-Party member of the WATER AGENCY Board.

Section 4. A quorum of the Board for the transaction of business shall consist of a majority of all directors. The Board shall select a chair from among the directors who shall be the presiding officer at all Board meetings and a vice chair among the directors who shall serve in the absence of the chair. The terms of office of the chair and vice chair shall be set by the Board; provided, however, that the office shall be declared vacant if the person serving the Authority dies, resigns, or is otherwise no longer serving as a representative of the Party to which it is an appointed representative.

(i) Except when this Agreement or applicable law imposes a higher standard, any action of the Board of Directors shall require the affirmative vote of eight directors.

(ii) Right to Call for 4/5ths Vote. Any Party has the right to call for a 4/5ths majority vote on any item, as follows: Prior to the time that the Chair calls for the vote on an item, any director may call for the item to be approved by a 4/5ths majority vote of all voting members. If three or more directors representing any single Party calls for a 4/5ths majority vote, the Chair will then call for the vote, which will require 12 affirmative votes for passage.

Section 5. The WATER AGENCY shall provide a staff member to act as secretary, who shall be responsible for keeping the minutes of all meetings of the Board and all other official records of the Authority. In addition, the Authority may employ such other employees or officers as it deems necessary to carry out the purposes of this Agreement.

Section 6. Executive Director. The General Manager of the WATER AGENCY shall act as the Executive Director of the Authority. The duties of the Executive Director shall include representation of the Authority in activities and proceedings as authorized by the Authority or as necessary to promote its purpose, serving as staff to the governing Board of the Authority to coordinate ongoing operations and to develop and implement standards, policies and procedures consistent with the Board's direction, develop meeting agendas, meeting minutes, and publishing



notices of meetings, provide reports to the Board as requested, and cause to have publicly posted the notices of meetings of the Authority in conformity with the Brown Act.

#### **ARTICLE VI: BUDGET AND CONTRIBUTIONS BY PARTIES**

**Section 1.** The fiscal year of the Authority shall begin July 1 and end June 30. For each fiscal year, the Authority shall adopt a budget in accordance with applicable laws. Affirmative votes of eight directors representing a majority as set forth in Article V shall be necessary for a budget to be adopted. At the same time that a budget is adopted, the Authority shall establish the Contribution of each Party, if necessary. Each Party shall be responsible for the payment to the Authority of the Contribution which is set at the time of adoption of each budget.

**Section 2.** The Authority shall incur no costs associated with the operation of the Authority except as authorized by separate action of the Party or Parties to whose benefit the costs are incurred.

**Section 3.** Pursuant to Government Code section 6505.6, the COUNTY Auditor is appointed as Finance Officer and Auditor of the Authority. The COUNTY Auditor shall comply with the duties and responsibilities of the offices of treasurer and auditor as set forth in subdivisions (a) to (d), inclusive, of section 6505.5, as may now exist or as it may be amended from time to time. The Finance Officer shall serve a two-year term as the depository and have custody of all Authority funds from whatever source, and shall perform the following functions in accordance with applicable law. All funds of the Authority shall be strictly and separately accounted for and regular reports shall be rendered on all receipts and disbursements, at least annually. The books and records of the Authority shall be open to inspection by the public and the Parties. The Finance Officer shall either make or, upon the approval of the Board, contract with a certified public accountant to make an annual audit of the accounts and records of the Authority, which shall be conducted, at a minimum, in accordance with the requirements of the State Controller under section 26909 of the California Government Code, and shall conform to generally accepted auditing standards. The Authority shall provide the COUNTY reimbursement from an equal allocation to each participating Party for the services of the Finance Officer.

#### **ARTICLE VII: WITHDRAWAL AND TERMINATION**

**Section 1.** The term of this Agreement shall be three years, unless otherwise terminated sooner pursuant to the terms and conditions herein.

**Section 2.** Any Party may withdraw from this Agreement, subject to written notice submitted to each member of the Board at least one month prior to the effective date of the withdrawal. The membership of any Party which ceases to have the powers in common with the Parties to this Agreement shall terminate thirty (30) days after the occurrence of the requisite events specified in this section. In the event a Party withdraws from this Agreement or otherwise ceases to be a member, the Authority shall wind up and dissolve its affairs.

Section 3. In the event that the Authority is terminated or otherwise ceases to exist, Authority funds, including any interest earned on deposits, and property remaining after payment of all obligations, shall be returned to each Party in proportionate share with that Party's Contribution. All decisions of the Board of Directors of the Authority with regard to allocation of remaining funds and property upon termination or cessation shall be final.

#### **ARTICLE VIII: INDEMNITY**

Section 1. No voting or non-voting member, officer or employee of the Authority, or any member Party, its officers, directors, employees, and representatives shall be individually or personally liable for any claims, losses, damages, costs, injury or liability of any kind, nature and description arising from the actions of the Authority undertaken pursuant to this Agreement. To the full extent permitted by law, the Authority shall indemnify, defend, and hold each of the Parties, their respective elective and appointive boards, officers, representatives, agents and employees harmless from any liability for damage or claims for damage for personal or real property injury of any type, which may arise or are alleged to have arisen from any of the Authority's operations, actions, or activities under the terms of this Agreement.

#### **ARTICLE IX: AMENDMENT OR ASSIGNMENT OF AGREEMENT**

Section 1. This Agreement may be amended only by an affirmative vote of the governing boards of each Party.

Section 2. The rights and duties of a Party to this Agreement may not be assigned or delegated without the advance written consent of the Parties, and any attempt to assign or delegate such rights or duties in contravention of this section shall be null and void.

#### **ARTICLE X: NOTICES**

Section 1. Any notice authorized or required to be given pursuant to this Agreement shall be in writing and shall be deemed to have been given when mailed, postage prepaid, or delivered during working hours to the following addresses, or to changed addresses as are communicated to the Authority or the Parties in writing, as follows:

**FOR COUNTY:**

County of El Dorado Board of Supervisors  
330 Fair Lane  
Placerville, California 95677

**FOR WATER AGENCY:**

El Dorado County Water Agency  
3932 Ponderosa Road, Suite 200  
Shingle Springs, California 95682

FOR EID:

El Dorado Irrigation District  
2890 Mosquito Road  
Placerville, California 95667

FOR GDPUD:

Georgetown Divide Public Utility District  
6425 Main Street  
Georgetown, California 95634

**ARTICLE XI: ADDITIONAL PROVISIONS**

Section 1. Entire Agreement. This Agreement is intended to, and does, contain the entire agreement of the parties regarding this matter and is intended to, and does, supersede all previous written and oral correspondence between the Parties.

Section 2. Third Party Beneficiary. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties hereto. Nothing contained in this Agreement shall give or allow any claim of right of action whatsoever by any third person. It is the express intention of the Parties hereto that any such person or entity receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

Section 3. Severability. Should any part, term or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms or provisions hereof shall not be affected thereby.

Section 4. Headings. References to articles shall be to the Articles herein. All headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of the Agreement.

Section 5. Counterparts. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Section 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Venue shall be the County of El Dorado, State of California.

Section 7. This Agreement consists of eight (8) pages including signature pages.

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NOW, THEREFORE, the Parties hereto have cause this Agreement to be executed and attested by their duly authorized representatives. The effective date of this Agreement shall be the last date written hereinbelow.

DATED: 2-24-2004

Attest: *Theresa M. Murphy*, Clerk  
Board of Supervisors

COUNTY OF EL DORADO

*Rusty Dupray*  
**RUSTY DUPRAY**, CHAIRMAN

DATED: 2-23-2004

Attest: *Cynthia Johnson*, Clerk  
Board of Directors 2-23-04

EL DORADO COUNTY WATER AGENCY

*Charlie Paine*  
CHAIRMAN, CHARLIE PAINE

DATED: 3/1/04

Attest: *Jan A. T.*, Clerk  
Board of Directors

EL DORADO IRRIGATION DISTRICT

*[Signature]*

DATED: 3-2-04

Attest: *[Signature]*, Clerk  
Board of Directors

GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

*John A. Shepherd*

**FIRST AMENDMENT TO JOINT POWERS AGREEMENT  
OF THE EL DORADO WATER AND POWER AUTHORITY**

This First Amendment to the Joint Powers Agreement of the El Dorado Water and Power Authority ("Agreement") is made among the County of El Dorado ("COUNTY"), the El Dorado County Water Agency ("WATER AGENCY"), the El Dorado Irrigation District ("EID"), and the Georgetown Divide Public Utility District ("GDPUD"), collectively, the "Parties", (the "First Amendment"), with reference to the following facts:

A. By and upon execution of the Agreement, effective March 2, 2004, the Parties formed the El Dorado Water and Power Authority ("EDWPA") for the purposes stated in the Agreement, but primarily limited to coordination of their respective interests in proceedings associated with efforts of Sacramento Municipal Utility District ("SMUD") to obtain a new Federal Energy Regulatory Commission ("FERC") license for the Upper American River Project ("UARP").

B. While the alternate licensing proceeding for the UARP has ended and SMUD has filed its application for a new license with the FERC, there remain ongoing negotiations between the Parties and SMUD relating to the formulation, implementation, and enforcement of protection, mitigation and enhancement measures ("PM&Es") associated with the UARP, as well as a prospective need for other, future actions and projects, with a corresponding need to both broaden the purposes for which EDWPA was formed and to provide for its continuing authority to perform those purposes.

C. It is contemplated by the Parties that more time may be required to accomplish the purposes than was originally allowed by the Agreement, and that operational continuity should be broadened to permit the accomplishment of the purposes and interests represented by the Agreement.

D. Each of the Parties agrees that it is in their mutual best interests to amend and modify the Agreement as provided in this First Amendment.

Now, Therefore, in consideration of the foregoing facts, each of the Parties agrees that the Agreement shall be amended by this First Amendment only as follows:

1. Paragraph D of RECITALS of the Agreement is amended to provide as follows:

"D. COUNTY, EID, WATER AGENCY, and GDPUD have each determined it is in their best interests to form and participate in a joint powers agency in relation to water supply, socioeconomic, and power issues that (i) arise during or as part of the SMUD UARP proceedings, (ii) arise thereafter during the operation by SMUD of the UARP pursuant to any subsequently issued FERC license, and (iii) promote the general welfare of the participants, their constituents, and the citizens of El Dorado County, including identifying, providing for, negotiating, allocating and enforcing

PM&Es and performing other, future actions and projects associated with the benefits and burdens of the SMUD UARP in El Dorado County's west slope watershed."

2. Subparagraph c. of Section 1. of ARTICLE I: DEFINITIONS, of the Agreement is amended to provide as follows:

"c. 'Party' or 'member' shall mean the COUNTY, WATER AGENCY, EID or GDPUD, or such of each of them which are current members of the Authority."

3. There is added new Section 2. (previously appearing as Section 1 in Article VII) to ARTICLE II: CREATION OF THE AUTHORITY of the Agreement, providing an increased term as follows:

"Section 2. The term of this Agreement shall be indefinite unless and until terminated as provided in this Agreement."

4. The first and second sentences of Section 1. of ARTICLE III: PURPOSES of the Agreement are deleted and substituted with the following:

"This Agreement is made to provide for the joint exercise of powers common to the Parties as conferred by the laws of the State of California, regarding water supply, socioeconomic, and power issues that (i) arise during or as part of the SMUD UARP proceedings, (ii) arise thereafter during the operation by SMUD of the UARP pursuant to any subsequently issued FERC license, and (iii) promote the general welfare of the participants, their constituents, and the citizens of El Dorado County, including identifying, providing for, negotiating, allocating and enforcing PM&Es and performing other, future action and projects associated with the benefits and burdens of the SMUD UARP in El Dorado County's west slope watershed."

5. Section 1 of ARTICLE IV: POWERS OF AUTHORITY is amended to add new subsection i. as follows:

"i. To file and prosecute applications or petitions with state and federal regulatory agencies, including FERC and the State Water Resources Control Board, necessary to implement the Parties' rights in the UARP."

6. There is added the following new section to ARTICLE V: BOARD OF DIRECTORS AND EXECUTIVE DIRECTOR of the Agreement:

a. "Section 3A. Withdrawal of a Party. Upon the withdrawal by the COUNTY, EID or GDPUD from the Authority and a vote by the remaining Parties to continue the Authority as provided by Article VII, the following provisions shall apply and supersede other similar provisions of this Article V while the only members of the Authority are the WATER AGENCY and any two of COUNTY, EID, or GDPUD:

(i) Directors of the WATER AGENCY board that are members of a withdrawing Party shall not sit on the Board of Directors of the Authority following such withdrawal.

(ii) Except when this Agreement or applicable law imposes a higher standard, any action of the Board of Directors shall require the affirmative vote of six directors.

(iii) In the case of a tie vote when the total number of directors is an even number and all authorized directors are present, the non-voting director provided by Section 3, above, shall have the power to cast a tie-breaking vote, only.

(iv) There shall not be a super majority requirement or right to call for a 4/5ths vote.”

7. Subparagraphs (i) and (ii) of Section 4. of ARTICLE V: BOARD OF DIRECTORS AND EXECUTIVE DIRECTOR of the Agreement are amended to provide as follows:

“(i) Except when this Agreement or applicable law imposes a higher standard, any action, including without limitation actions to implement the Authority’s powers under Article IV, of the Board of Directors shall require the affirmative vote of eight directors.

(ii) Right to Call for 4/5ths Vote. Any Party has the right to call for a 4/5ths majority vote on any item, as follows: Prior to the time that the Chair calls for the vote on an item, any director may call for the item to be approved by a 4/5ths majority vote of all voting members present, in which event the Chair will then call for the vote, which will require 4/5ths (rounded up) affirmative votes of all voting members present for passage.”

8. ARTICLE VII: WITHDRAWAL AND TERMINATION of the Agreement is amended in its entirety to provide as follows:

“ARTICLE VII: WITHDRAWAL AND DISSOLUTION AND WINDING UP

Section 1. Withdrawal. Any Party may withdraw from this Agreement, subject to written notice submitted to each other member of the Board at least one month prior to the effective date of the withdrawal. The withdrawing Party’s interest in the Authority shall be treated in the same way as on termination, by return of unexpended Contributions, or payment of additional Contributions, as necessary. In the event a Party withdraws from this Agreement or otherwise ceases to be a member, the remaining members shall, by majority vote at the next meeting of the Authority, decide either to (i) continue the operation and conduct of the affairs and purposes of the Authority, in which event it shall continue, or (ii) wind up and dissolve its affairs.

Section 2. Dissolution and winding up. In the event the Authority is terminated the Board of Directors is authorized to continue to act to complete the dissolution and winding up of the affairs of the Authority by provision for and payment of all of its obligations and the disposition of all of its funds and property. Obligations include funds advanced for operations of the Authority. Funds and property in excess of obligations shall be returned to each Party in proportionate share to that Party's actual Contribution. In the event Contributions have not been set and a Party has advanced funds for the operation of the Authority for which there are not sufficient funds to make full reimbursement to that Party, all Parties shall make an equal Contribution to fund full reimbursement to the advancing Party and to enable the dissolution and winding up of the affairs of the Authority to be completed. All decisions of the Board of Directors of the Authority with regard to allocation of remaining funds and property, or establishing Contributions, upon dissolution and winding up shall be final."

9. The heading of ARTICLE IX: AMENDMENT OR ASSIGNMENT OF AGREEMENT and Section 1. of Article IX, only, are amended to provide as follows:

"ARTICLE IX: AMENDMENT, TERMINATION AND ASSIGNMENT.

Section 1. This Agreement may be amended or terminated only by an affirmative vote of the governing boards of each Party."

10. Except as amended by this First Amendment, the Agreement is and remains in full force and effect, and the Agreement and this First Amendment shall inure to the benefit of and bind the Parties and each of their permitted successors and assigns.

11. This Agreement may be executed simultaneously or serially in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument, consisting of five pages including signature pages.

In Witness Whereof, the Parties having been previously authorized by action of each of their respective boards of directors to execute this amendment, have caused this First Amendment to be executed and attested by their duly authorized representatives. The effective date of this First Amendment shall be the date of the last to sign as indicated below.

Dated: \_\_\_\_\_

COUNTY OF EL DORADO

Attest: \_\_\_\_\_  
Board of Supervisors

\_\_\_\_\_  
Charlie Paine, Chairman  
"COUNTY"



First Amendment to be executed and attested by their duly authorized representatives.  
The effective date of this First Amendment shall be the date of the last to sign as indicated below.

Dated: 10-18-05

COUNTY OF EL DORADO

Attest: CINDY KECK, Clerk  
Of the Board of Supervisors

By [Signature]  
Deputy Clerk

[Signature]  
James R. Sweeney  
Second Vice-Chairman  
"COUNTY"

Dated: \_\_\_\_\_

EL DORADO COUNTY WATER  
AGENCY

Attest: \_\_\_\_\_  
Board of Directors

\_\_\_\_\_  
JoAnn Shepherd, Chairman  
"AGENCY"

Dated: \_\_\_\_\_

EL DORADO IRRIGATION DISTRICT

Attest: \_\_\_\_\_  
Board of Directors

\_\_\_\_\_  
John Fraser, Chairman  
"EID"

Dated: \_\_\_\_\_

GEORGETOWN DIVIDE PUBLIC  
UTILITY DISTRICT

Attest: \_\_\_\_\_  
Board of Directors

\_\_\_\_\_  
Bob Diekon, Chairman  
"GDPUD"

Dated: October 17, 2005

EL DORADO COUNTY WATER  
AGENCY

Attest: *Cathy A. Mrazek*  
Board of Directors

*Jo Ann Shepherd*  
Jo Ann Shepherd, Chairman  
"AGENCY"

Dated: \_\_\_\_\_

EL DORADO IRRIGATION DISTRICT

Attest: \_\_\_\_\_  
Board of Directors

\_\_\_\_\_  
John Fraser, Chairman  
"EID"

Dated: \_\_\_\_\_

GEORGETOWN DIVIDE PUBLIC  
UTILITY DISTRICT

Attest: \_\_\_\_\_  
Board of Directors

\_\_\_\_\_  
Bob Diekon, Chairman  
"GDPUD"

Dated: \_\_\_\_\_


EL DORADO COUNTY WATER  
AGENCY


Attest: \_\_\_\_\_  
Board of Directors

\_\_\_\_\_  
JoAnn Shepherd, Chairman  
"AGENCY"

Dated: \_\_\_\_\_

EL DORADO IRRIGATION DISTRICT

Attest:   
\_\_\_\_\_  
Board of Directors  
STACEY AUGUST  
CLERK TO THE BOARD

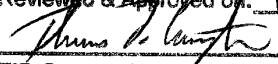
  
\_\_\_\_\_  
John Fraser, Chairman  
"EID"

Dated: \_\_\_\_\_

GEORGETOWN DIVIDE PUBLIC  
UTILITY DISTRICT

Attest: \_\_\_\_\_  
Board of Directors

\_\_\_\_\_  
Bob Diekon, Chairman  
"GDPUD"

Reviewed & Approved on: 10/25/05  
  
\_\_\_\_\_  
EID General Counsel's Office  
as to form

Dated: \_\_\_\_\_

EL DORADO COUNTY WATER  
AGENCY

Attest: \_\_\_\_\_  
Board of Directors

\_\_\_\_\_  
JoAnn Shepherd, Chairman  
"AGENCY"

Dated: \_\_\_\_\_

EL DORADO IRRIGATION DISTRICT


Attest: \_\_\_\_\_  
Board of Directors

\_\_\_\_\_  
John Fraser, Chairman  
"EID"

Dated: 11/1/05

GEORGETOWN DIVIDE PUBLIC  
UTILITY DISTRICT

Attest:   
Board of Directors

  
Bob Diekon, Chairman  
"GDPUD"

**REVISED SECOND AMENDMENT TO THE JOINT POWERS AGREEMENT  
OF THE EL DORADO WATER AND POWER AUTHORITY**

This Revised Second Amendment to the Joint Powers Agreement of the El Dorado Water and Power Authority ("Agreement") is made among the County of El Dorado ("COUNTY"), the El Dorado County Water Agency ("WATER AGENCY"), the El Dorado Irrigation District ("EID"), and the Georgetown Divide Public Utility District ("GDPUD"), collectively, the "Parties", (the "Revised Second Amendment"), with reference to the following facts:

- A. Effective March 2, 2004, the Parties formed the El Dorado Water and Power Authority ("EDWPA") for the purposes stated in the Agreement, principally dealing with the FERC's anticipated re-licensing of SMUD's UARP. The Parties amended the Agreement effective November 1, 2005 to expand the purposes and powers of EDWPA, among other provisions, to include filing and prosecuting applications for water with regulatory agencies for use in the UARP facilities (the "First Amendment").
- B. On November 22, 2005 the Parties, EDWPA and SMUD entered into an agreement for specified uses of designated SMUD facilities in the UARP for the delivery and storage of American River water for which the Parties obtain rights or authorizations (the "Cooperation Agreement"). The Cooperation Agreement conditions EDWPA's efforts to acquire water rights and authorizations first, to a water conservation transfer negotiation with the City of Sacramento, then to State Board filings for various appropriations, and names EDWPA as the designated representative to make and prosecute such filings. EDWPA performed the condition to negotiate a water conservation transfer with the City of Sacramento but without success as of the date of this Revised Second Amendment.
- C. Concurrently with the execution of the Cooperation Agreement the Parties and EDWPA entered into an agreement that allocated various benefits and burdens of the Cooperation Agreement, confirmed the appointment of EDWPA as the designated representative, and provided the Parties would share the costs of obtaining water rights and authorizations (the "Intra-County Coordination Agreement"). EDWPA presented to its member governmental entities an estimated budget to proceed with State Board filings for various appropriations and appointed an ad hoc subcommittee to consider and propose to EDWPA a cost sharing agreement to fund the water acquisition efforts. Article VI of the Agreement provides that at the time EDWPA adopts its annual budget it will also set each member's required contributions necessary to fund EDWPA's activities both by a simple majority vote.
- D. Prior to the receipt, disbursement and accounting of funds by EDWPA pursuant to a cost sharing agreement, or, if set as member's contributions, a review of the Agreement disclosed the need to amend its provisions in Article VI relating to the (i) conflict between the special voting provision in Section 1 and the general voting provisions of Article V, (ii) deletion of Section 2 because it conflicts with the separate governmental entity status of the JPA, and (iii) functions of treasurer and auditor to bring them into compliance with the cited Government Code section.
- E. Each of the Parties agrees that it is in their mutual best interests to amend and modify the Agreement as provided in this Revised Second Amendment.

Now, Therefore, in consideration of the foregoing facts, each of the Parties agrees that the Agreement shall be amended by this Revised Second Amendment only as follows:

1. ARTICLE VI: BUDGET AND CONTRIBUTIONS BY PARTIES is amended only as follows:
  - a. Section 1, second sentence that reads "Affirmative votes of eight directors representing a majority as set forth in Article V shall be necessary for a budget to be adopted." is deleted.
  - b. Section 2. is deleted in its entirety.
  - c. Section 3. is renumbered as "Section 2." and is amended to provide as follows:

"Section 2. Pursuant to Government Code section 6505.6, the Executive Director, an officer of the Authority, is appointed as treasurer and auditor of the Authority. The treasurer and auditor shall comply with: (i) the duties and responsibilities of the offices as set forth in subdivisions (a) to (d), inclusive, of Government Code Section 6505.5, and (ii) Government Code Section 6505 by requiring audits by a certified public accountant. Prior to the performance of duties as treasurer and auditor such designated officer shall file an official bond with the clerk of the Authority in an amount set by the Board of Directors from time to time as provided by Government Code Section 6505.1"

2. Except as amended by this Revised Second Amendment, the Agreement, as previously amended by the First Amendment, is and remains in full force and effect, and the Agreement, as amended by the First Amendment, and this Revised Second Amendment shall inure to the benefit of and bind the Parties and each of their permitted successors and assigns.
3. This Revised Second Amendment may be executed simultaneously or serially in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument, consisting of three pages including signature pages.

In Witness Whereof, the Parties having been previously authorized by action of each of their respective boards of directors to execute this amendment, have caused this Revised Second Amendment to be executed and attested by their duly authorized representatives. The effective date of this Revised Second Amendment shall be the date of the last to sign as indicated below.

Dated: \_\_\_\_\_ COUNTY OF EL DORADO

Attest: \_\_\_\_\_ Rusty Dupray, Chairman  
Clerk of the Board of Supervisors "COUNTY"

Dated: \_\_\_\_\_

EL DORADO COUNTY WATER AGENCY

Attest: \_\_\_\_\_  
Clerk of the Board of Directors

\_\_\_\_\_  
Helen Baumann, Chairman  
"AGENCY"

Dated: \_\_\_\_\_

EL DORADO IRRIGATION DISTRICT

Attest: \_\_\_\_\_  
Clerk of the Board of Directors

\_\_\_\_\_  
George Osborne, President  
"EID"

Dated: \_\_\_\_\_

GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

Attest: \_\_\_\_\_  
Clerk of the Board of Directors

\_\_\_\_\_  
Norm Krizl, Chairman  
"GDPUD"

Approved as to form

\_\_\_\_\_  
County Counsel for El Dorado County

Date: \_\_\_\_\_

\_\_\_\_\_  
General Counsel for El Dorado County Water Agency

Date: \_\_\_\_\_

\_\_\_\_\_  
General Counsel for El Dorado Irrigation District

Date: \_\_\_\_\_

\_\_\_\_\_  
General Counsel for Georgetown Divide Public Utility District

Date: \_\_\_\_\_

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In Witness Whereof, the Parties having been previously authorized by action of each of their respective boards of directors to execute this amendment, have caused this Revised Second Amendment to be executed and attested by their duly authorized representatives. The effective date of this Revised Second Amendment shall be the date of the last to sign as indicated below.

Dated: 2/12/08

COUNTY OF EL DORADO

Attest: Marcie Matuland  
Clerk of the Board of Supervisors

[Signature]  
Rusty Dupray, Chairman  
"COUNTY"



Dated: \_\_\_\_\_

EL DORADO COUNTY WATER AGENCY

Attest: \_\_\_\_\_  
Clerk of the Board of Directors

\_\_\_\_\_  
Helen Baumann, Chairman  
"AGENCY"

Dated: \_\_\_\_\_

EL DORADO IRRIGATION DISTRICT

Attest: \_\_\_\_\_  
Clerk of the Board of Directors

\_\_\_\_\_  
George Osborne, President  
"EID"

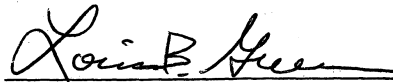
Dated: \_\_\_\_\_

GEORGETOWN DIVIDE PUBLIC UTILITY  
DISTRICT

Attest: \_\_\_\_\_  
Clerk of the Board of Directors

\_\_\_\_\_  
Norm Krizl, Chairman  
"GDPUD"

Approved as to form

  
\_\_\_\_\_  
County Counsel for El Dorado County

Date: 2/22/08

\_\_\_\_\_  
Date: \_\_\_\_\_  
General Counsel for El Dorado County Water Agency

\_\_\_\_\_  
Date: \_\_\_\_\_  
General Counsel for El Dorado Irrigation District

\_\_\_\_\_  
Date: \_\_\_\_\_  
General Counsel for Georgetown Divide Public Utility District

Dated: 3-4-08

EL DORADO COUNTY WATER AGENCY

Attest: *Cathy A. Myers*  
Clerk of the Board of Directors

*Helen Baumann*  
Helen Baumann, Chairman  
"AGENCY"

Dated: \_\_\_\_\_

EL DORADO IRRIGATION DISTRICT

Attest: \_\_\_\_\_  
Clerk of the Board of Directors

\_\_\_\_\_  
George Osborne, President  
"EID"

Dated: \_\_\_\_\_

GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

Attest: \_\_\_\_\_  
Clerk of the Board of Directors

\_\_\_\_\_  
Norm Krizl, Chairman  
"GDPUD"

Approved as to form

\_\_\_\_\_  
County Counsel for El Dorado County

Date: \_\_\_\_\_

*Terrell L. Adams*  
General Counsel for El Dorado County Water Agency

Date: 3/4/08

\_\_\_\_\_  
General Counsel for El Dorado Irrigation District

Date: \_\_\_\_\_

\_\_\_\_\_  
General Counsel for Georgetown Divide Public Utility District

Date: \_\_\_\_\_

Dated: \_\_\_\_\_

EL DORADO COUNTY WATER AGENCY

Attest: \_\_\_\_\_  
Clerk of the Board of Directors

\_\_\_\_\_  
Helen Baumann, Chairman  
"AGENCY"

Dated: 1-28-08

EL DORADO IRRIGATION DISTRICT

Attest:   
Clerk of the Board of Directors

  
\_\_\_\_\_  
George Osborne, Chairman  
"EID"

Dated: \_\_\_\_\_

GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

Attest: \_\_\_\_\_  
Clerk of the Board of Directors

\_\_\_\_\_  
Norm Krizl, Chairman  
"GDPUD"

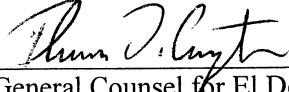
Approved as to form

\_\_\_\_\_  
County Counsel for El Dorado County

Date: \_\_\_\_\_

\_\_\_\_\_  
General Counsel for El Dorado County Water Agency

Date: \_\_\_\_\_

  
\_\_\_\_\_  
General Counsel for El Dorado Irrigation District

Date: 1/18/08

\_\_\_\_\_  
General Counsel for Georgetown Divide Public Utility District

Date: \_\_\_\_\_

Dated: \_\_\_\_\_

EL DORADO COUNTY WATER AGENCY

Attest: \_\_\_\_\_  
Clerk of the Board of Directors

\_\_\_\_\_  
Helen Baumann, Chairman  
"AGENCY"

Dated: \_\_\_\_\_

EL DORADO IRRIGATION DISTRICT


Attest: \_\_\_\_\_  
Clerk of the Board of Directors

\_\_\_\_\_  
George Osborne, President  
"EID"

Dated: \_\_\_\_\_

GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

Attest:   
Clerk of the Board of Directors

  
Norm Krizl, Chairman  
"GDPUD"

Approved as to form

\_\_\_\_\_  
County Counsel for El Dorado County

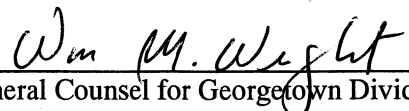
Date: \_\_\_\_\_

\_\_\_\_\_  
General Counsel for El Dorado County Water Agency

Date: \_\_\_\_\_

\_\_\_\_\_  
General Counsel for El Dorado Irrigation District

Date: \_\_\_\_\_

 Date: 2-5-08  
General Counsel for Georgetown Divide Public Utility District