



1 a dam, reservoir and hydroelectric powerplant are constructed at  
2 the Auburn Dam site and each has statutory authority to acquire,  
3 construct, operate and maintain such facilities either alone or  
4 in cooperation with the United States or other entities, and  
5 desires to exercise such authority in common with the other  
6 parties hereto.

7 NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES,  
8 COVENANTS AND CONDITIONS HEREINAFTER SET FORTH IT IS AGREED BY  
9 AND AMONG THE PARTIES HERETO AS FOLLOWS:

10 ARTICLE I

11 DEFINITIONS

12 Section 1.01 Definitions; As used in this Agreement,  
13 unless the context requires otherwise, the meaning of the terms  
14 hereinafter set forth shall be as follows:

- 15 (a) "Authority" - Shall mean the American River Authority,  
16 being the separate entity created by this Agreement.
- 17 (b) "Board of Directors" or "Board" - Shall mean the govern-  
18 ing body of the Authority as established in Section  
19 3.01 of this Agreement.
- 20 (c) "Law" or "The Law" -- Shall mean the Joint Exercise of  
21 Powers Act, being Articles 1 and 2 of Chapter 5 of  
22 Divison 7 of Title 1 of the Government Code of the  
23 State of California (Sections 6500, et seq.).
- 24 (d) "Project" - Shall mean a dam and reservoir and hydroelectr:  
25 power plant, as more particularly described in Article  
26 V of this Agreement.
- 27 e) "Power Purchase Contract" - Shall mean any agreement  
28 which the Authority may execute with a public utility,

1 governmental agency or other entity to provide a source  
2 of revenue, from the sale of hydroelectric power, to  
3 contribute to the funding of the debt service, and for  
4 such other purposes as may be appropriate.

5 (f) "Prospective Power Purchaser" - Shall mean any public  
6 utility, governmental agency or other entity with whom  
7 the Authority may execute a written agreement or memor-  
8 andum of understanding providing for the financing of  
9 preconstruction aspects of the Project, coupled with  
10 the right of the Prospective Power Purchaser to enter  
11 into a Power Purchase Contract if specified conditions  
12 are fulfilled.

13 (g) "Revenue Bonds" - Shall mean revenue bonds of the  
14 Authority, including each and all series of revenue  
15 bonds, and except as the context shall require otherwise,  
16 any other form of indebtedness of the Authority, authorized  
17 and issued pursuant to the Law, or the Revenue Bond Law  
18 of 1941, being Chapter 6 of Part 1 of Division 2 of  
19 Title 5 of the Government Code of the State of California  
20 (Sections 54300, et seq.)

21  
22 ARTICLE II

23 CREATION OF THE AMERICAN RIVER AUTHORITY

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25 Section 2.01 Creation: There is hereby created, pursuant  
26 to the Law, a public entity to be known as the "American River  
27 Authority".

28 Section 2.02 Term: This Agreement shall be effective from

1 the date first above written until the date of expiration of all  
2 licenses granted by the FERC or its successor, and all extensions  
3 of such licenses, unless sooner terminated by mutual agreement of  
4 all the parties. Notwithstanding the foregoing, this Agreement  
5 shall remain in effect until such time as all Revenue Bonds of  
6 the Authority and the interest thereon shall have been paid in  
7 full or provision for such payment shall have been made.

8 Section 2.03 Purpose: The purpose of this Agreement is to  
9 provide for the joint exercise, through the Authority of powers  
10 common to each of the parties to study, develop, design, finance,  
11 acquire, construct, operate, maintain and replace dams, reservoirs,  
12 tunnels, conduits, hydroelectric facilities, and any and all  
13 works related and incidental thereto on the American River between  
14 the Placer County Water Agency's Middle Fork American River  
15 Project and the Folsom Reservoir, either by the Authority alone  
16 or in cooperation with the United States or other entities, in  
17 order to divert, store, distribute and sell water for beneficial  
18 use, and to generate, transmit, consume and sell hydroelectric  
19 power incidental thereto, all as more specifically set forth in  
20 this Agreement.

21 Section 2.04 Powers: The Authority shall have the power to  
22 study, develop, design, finance, acquire, construct, operate,  
23 maintain and replace dams, reservoirs, tunnels, conduits and  
24 hydroelectric power facilities as specified in this Agreement, and  
25 all related facilities necessary and incidental thereto, in order  
26 to divert, store, distribute and sell water, and to generate,  
27 transmit, consume and sell hydroelectric power incidental thereto.  
28 The Authority is authorized, in its own name, to do all acts

1 necessary for the exercise of these powers for these purposes,  
2 including, but not limited to, any or all of the following: To  
3 make and enter into contracts; to employ agents and employees; to  
4 acquire, construct, manage, maintain, operate and replace any  
5 buildings, works or improvements; to acquire by eminent domain or  
6 otherwise, and to hold or dispose of any property; to sue and be  
7 sued in its own name, to incur debts, liabilities and obligations;  
8 and to issue Revenue Bonds and other forms of indebtedness to the  
9 extent, and on the terms provided by law. The Authority shall  
10 have the power to apply for, accept, and receive all state and  
11 federal licenses, permits, grants, loans or other aids from any  
12 agency of the United States of America, or of the State of Cali-  
13 fornia. In accordance with Government Code Section 6509, the  
14 foregoing powers shall be subject to the restrictions upon the  
15 manner of exercising such powers pertaining to the Placer County  
16 Water Agency as specified in the Placer County Water Agency Act,  
17 Statutes of 1959, Chapter 815, page 2822, as amended (West's  
18 Water Code Appendix, Chapter 81).

19  
20 ARTICLE III

21 INTERNAL ORGANIZATION

22 Section 3.01 Governing Body: The business of the Authority  
23 shall be conducted by a Board of Directors consisting of five  
24 persons. One such director, and one alternate director, shall be  
25 selected and designated in writing from time to time by the  
26 governing body of each of the parties, and these four directors  
27 shall select a fifth director whose residence may alternate  
28 between Placer and El Dorado Counties every two fiscal years.

1 The role of each alternate director shall be to assume the duties  
2 of the director appointed by his or her member entity, in case of  
3 the absence or unavailability of such director. The directors,  
4 including the fifth director named by the others, and the alter-  
5 nates so named shall serve at the pleasure of their appointive  
6 governing body and shall continue to serve until the respective  
7 successors are appointed.

8 Section 3.02 Meetings:

9 (a) The Board shall hold at least one regular meeting each  
10 year, and, by resolution, may provide for the holding of regular  
11 meetings at more frequent intervals. The date upon which, and  
12 the hour and place at which, each such regular meeting shall be  
13 held shall be fixed by resolution of the Board. Special meetings  
14 of the Board may be called in accordance with the provisions of  
15 Section 54956 of the California Government Code. All meetings of  
16 the Board shall be called, held, noticed and conducted subject to  
17 the provisions of the Ralph M. Brown Act (Sections 54950, et seq.,  
18 of the California Government Code). Compensation and reimbursable  
19 expenses of the Board members shall be as established and paid by  
20 the appointing Board except that the compensation and reimbursable  
21 expenses for the member at large shall be set from time to time  
22 by resolution of the American River Authority Board.

23 (b) A quorum of the Board for the transaction of business  
24 shall consist of a majority of directors, except that less than a  
25 quorum may adjourn from time to time. The concurring vote of a  
26 majority of all directors shall be required for any action of the  
27 Board of Directors.

28 (c) The Directors shall select a chairman who shall be the

1 presiding officer at all Board meetings and a vice chairman who  
2 shall serve in the absence of the chairman. The term of office  
3 of the chairman and vice chairman shall be one year, provided,  
4 however, that the office shall be declared vacant if the person  
5 serving dies, resigns, or is removed by his or her member entity  
6 as its representative on the Authority, or if his or her member  
7 entity withdraws from this Agreement pursuant to any of the  
8 provisions hereof. The directors shall also appoint a secretary,  
9 who shall be responsible for keeping the minutes of all meetings  
10 of the Board and all other official records of the Authority, and  
11 the directors may also appoint or employ such other officers and  
12 employees as it deems necessary to carry out the purposes of this  
13 Agreement.

14 (d) At the first meeting of the Board following the execu-  
15 tion of this Agreement, or as soon thereafter as practical, the  
16 Board may adopt an official seal for the Authority and shall  
17 adopt such bylaws it may deem necessary to regulate the affairs  
18 of the Authority in accordance with this Agreement. The bylaws  
19 may be amended from time to time by the Board as it may deem  
20 necessary.

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#### ARTICLE IV

23

#### FINANCIAL PROVISIONS

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Section 4.01 Fiscal Year: The fiscal year of the Authority  
25 shall be established by resolution of the Board of Directors as  
26 soon as practical after the effective date of this Agreement.

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#### Section 4.02 Depository: Auditor:

28

(a) The Treasurer of the Placer County Water Agency shall

1 be the Treasurer of the Authority, and shall be the depository  
2 and have custody of all money of the Authority, from whatever  
3 source, subject to the applicable provisions of any indenture or  
4 resolution providing for a trustee or other fiscal agent. The  
5 Treasurer shall perform the duties specified in Government Code  
6 Section 6506.5.

7 (b) The officer performing the functions of Auditor/Con-  
8 troller of the Placer County Water Agency shall be Auditor/Con-  
9 troller of the Authority, and shall perform the duties specified  
10 in Government Code Sections 6505 and 6506.5.

11 (c) At the request of the governing body of the Placer  
12 County Water Agency, the Board of Directors shall transfer the  
13 responsibilities of Treasurer/Depository and Auditor/Controller  
14 to equivalent officers of another member entity, or to some other  
15 person or entity as the law may provide. The Board of Directors  
16 on its own may transfer the responsibilities of Treasurer/Deposit-  
17 ary and Auditor/Controller to equivalent officers of another  
18 member entity, or to some other person or entity as the law may  
19 provide.

20 (d) All funds of the Authority shall be strictly, and  
21 separately, accounted for; and regular reports shall be rendered  
22 of all receipts and disbursements, at least quarterly during the  
23 fiscal year. The books and records of the Authority shall be  
24 open to inspection by the member entities, and by bondholders as  
25 and to the extent provided by resolution or indenture. The  
26 Auditor/Controller shall either make or contract with a certified  
27 public accountant or public accountant to make an annual audit of  
28 the accounts and records of the Authority, which shall be conducted,



1 at a minimum, in accordance with the requirements of the State  
2 Controller under Section 26909 of the California Government Code,  
3 and shall conform to generally accepted auditing standards.

4 (e) The governing body of the Placer County Water Agency or  
5 its successor, under subparagraph (c) above may establish and  
6 collect from the Authority reasonable charges for the services of  
7 the Treasurer/Depositary and Auditor/Controller.

8 Section 4.03 Property Bonds: The Board of Directors shall  
9 from time to time designate the officers and persons, in addition  
10 to those specified in Section 4.02 above, who shall have charge  
11 of, handle, or have access to, any property of the Authority,  
12 Each such officer and person, including those specified in Section  
13 4.02, shall file a bond in an amount designated by the Board of  
14 Directors. Such designations shall be subject to ratification by  
15 the parties, in compliance with Government Code Section 6505.1.

16 Section 4.04 Budget: As soon as practical after the execu-  
17 tion of this Agreement, and thereafter at least thirty (30) days  
18 prior to the commencement of each fiscal year, the Board of  
19 Directors shall adopt a budget for the Authority for the ensuing  
20 fiscal year.

21 Section 4.05 Contributions for Operating Expenses:

22 (a) The initial commitment of funds to the Authority from  
23 each member entity for the purposes set forth in this Agreement  
24 shall be the sum of \$6,500. The member entities shall equally  
25 pay the expenses of the Authority up to their initial commitment  
26 of funds upon request from the Board of Directors, as the expenses  
27 are incurred. The initial commitment of \$6,500 from each member  
28 entity may be increased only by amendment of this Agreement

1 approved by all parties. No party hereto shall be obligated to  
2 participate in such an increased commitment unless its governing  
3 body has approved the amendment.

4 (b) Personnel, equipment or property of one or more of the  
5 parties to this Agreement may be used in lieu of other contribu-  
6 tions, upon approval of the Board of Directors.

7 (c) It is understood that the Board of Directors may arrange  
8 for the payment of the expenses of the Authority through some  
9 other satisfactory source, including, but not limited to, a  
10 Prospective Power Purchaser, or State or Federal grants or loans.

11 (d) In accordance with Government Code Section 6512.1,  
12 repayment or return to the parties of all or any part of any  
13 contributions or in lieu contributions made by the parties may be  
14 directed by the Board at such time, and upon such terms as may be  
15 consistent with the Power Purchase Contract and/or Revenue Bond  
16 issue. The Authority shall hold title to all funds, property and  
17 works acquired by it during the term of this Agreement.

18  
19 ARTICLE V

20 AMERICAN RIVER PROJECT

21 Section 5.01 Description of Project: The American River  
22 Project is intended to consist of developing, designing, financing,  
23 acquiring, constructing, operating, maintaining and replacing  
24 dams, reservoirs, tunnels, conduits and hydroelectric facilities,  
25 and any works related and incidental thereto, in the American  
26 River between the Placer County Water Agency's Middle Fork American  
27 River Project and the Folsom Reservoir in order to divert, store,  
28 distribute and sell water for beneficial use, and to generate,

1 transmit, consume and sell hydroelectric power incidental thereto.  
2 The Authority may undertake the construction of all or any portion  
3 of the Project on its own or in cooperation with the United  
4 States or other entities. Construction of Project facilities may  
5 be all at one time, or in sequence. The Project will also include  
6 all associated lands, water and water rights, buildings, trans-  
7 mission facilities, equipment and supplies necessary or incidental  
8 to the Project.

9 Section 5.02 State and Federal Grants and Loans: It is  
10 understood and acknowledged that some portions or phases of the  
11 Project may qualify for grant or loan funding from the State of  
12 California or the federal government. The Board shall have the  
13 power, in its discretion, to contract for such funding of eligible  
14 portions or phases of the Project. Funds received by the Authority  
15 from such sources may be used to pay, reimburse or otherwise  
16 finance such eligible portions of the Project.

17 Section 5.03 Refinement of Project; Amendment of Agreement;  
18 Withdrawal of Parties:

19 (a) It is understood and agreed that the aforementioned  
20 description of the Project represents the present intention and  
21 agreement of the parties, but that the exact details of the  
22 Project will be developed as it progresses. Therefore, it is  
23 agreed that this Agreement shall be amended prior to the authoriza-  
24 tion of the issuance of Revenue Bonds for the Project, at such  
25 time as the details of the Project and its financing become  
26 sufficiently known to permit them to be described in such an  
27 amendment. No party hereto shall be obligated to participate in  
28 the final Project or its financing unless its governing body has

1 approved such amendment.

2 (b) If the member entities are unable to agree unanimously  
3 on the details of the Project and its financing, but a majority  
4 of member entities can so agree, or in the absence of a majority,  
5 there exists a plurality of member entities agreeing upon a  
6 single proposal, then in such event, each member entity shall  
7 have the option of either participating in such proposal or  
8 ceasing to be a party to this Agreement. If a sufficient number  
9 of member entities agree to participate in such in such proposal  
10 to enable the Project and its financing to be implemented, then  
11 this Agreement shall be amended in accordance with such proposal,  
12 and the other member entities that do not then agree to participate  
13 shall cease to be parties hereto, and this Agreement shall be  
14 terminated as to them.

15 (c) If there are insufficient remaining entities to proceed  
16 with the Project or a modification thereof, then this Agreement  
17 shall be terminated in accordance with Section 6.08 of this  
18 Agreement.

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## ARTICLE VI

21

### RELATIONSHIP OF AMERICAN RIVER AUTHORITY AND ITS MEMBER ENTITIES

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Section 6.01 Separate Entity: The Authority shall be a  
public entity separate from the parties to this Agreement.

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Unless, and to the extent, otherwise agreed herein, the debts,  
liabilities and obligations of the Authority shall not be debts,  
liabilities or obligations of the member entities. All property,  
equipment, supplies, funds and records of the Authority shall be  
owned by the Authority, except as otherwise provided in this

1 Agreement.

2       Section 6.02 Principal Office: The principal office of the  
3 Authority shall be that of the Placer County Water Agency located  
4 at 185 Ferguson Road, Auburn, California. The Board of Directors  
5 may change the principal office from one location to another.

6       Section 6.03 Disposition of Power Revenues: Revenues from  
7 any Power Purchase Contract shall be applied in accordance with  
8 the terms of that Contract and the resolution authorizing issuance  
9 of bonds. It is intended that such revenues shall be applied:

- 10 (1) to operation, maintenance and administrative expenses of the  
11 Authority, including reasonable reserves for the replacement of  
12 facilities, capital improvements and contingencies; (2) to  
13 current debt service and reserves attributable to Revenue Bonds;  
14 and (3) distribution of the remaining net proceeds to member  
15 entities in proportion to the contributions made.

16       Section 6.04 Hydroelectric Power Rights: On terms and  
17 conditions consistent with the Power Purchase Contract, hydroelectric  
18 power generated by the Project shall be made available to the  
19 member entites for use solely at member entity-owned facilities.  
20 Such power availability may be in the form of power blocks reserved  
21 or excepted from the Power Purchase Contract, or in the form of  
22 repurchase rights granted by the power purchaser. Member entities  
23 shall not have the right to sell or resell such power. Any power  
24 made available to a member entity, but not accepted or used by  
25 it, may be disposed of by the Authority on such terms and conditions  
26 as it deems fit, provided, however, that the net proceeds of any  
27 such distribution shall be credited to the account of the member  
28 entity initially entitled to the power.

1           Section 6.05 Water and Water Revenues:

2           (a) In accordance with the following, the Board of Di  
3           rectors shall first make available all Project water developed  
4           for consumptive uses to the member entities for such uses within  
5           their boundaries on terms and conditions to be developed by the  
6           Board of Directors, which shall be the same for all member entities.

7           (b) Water in excess of he total demand of the member entities  
8           under subparagraph (a) above and in excess of holdover storage  
9           requirements and other operational requirements may be offered  
10          for sale by the Board of Directors to nonmember entities or  
11          persons for such periods of time as may be agreed upon by the  
12          Board of Directors and the purchasing nonmember entity or person,  
13          and in a manner and at prices which will return to the Authority  
14          the largest net revenues practicable. Any net proceeds from water  
15          sales shall be distributed to the member entities in proportion  
16          to the contributions made.

17          Section 6.06 Additional Parties: Additional parties may  
18          join in this Agreement and become member entities upon unanimous  
19          consent of the then-existing parties. The terms and conditions  
20          of such joinder shall be set forth in an amendment to this Agreement,  
21          signed by all of the then-existing parties, and shall be consistent  
22          with any contracts, resolutions, indentures or other obligations  
23          of the Authority then in effect.

24          Section 6.07 Termination of a Member Entity's Participation  
25          in the Authority: Notwithstanding anything herein to the contrary,  
26          at any time prior to the amendment of this Agreement specified in  
27          Section 5.03, any member entity may withdraw from this Agreement  
28          by giving written notice of its election to do so, which notice

1 shall be given to the Board of Directors and to each of the other  
2 parties; provided, that such withdrawal does not in any way  
3 impair any contracts, resolutions, indentures or other obligations  
4 of the Authority then in effect. No refund or repayment of the  
5 initial commitment of funds or in lieu contributions described in  
6 Section 4.05 shall be made to a member entity ceasing to be a  
7 party of this Agreement whether pursuant to this Section or any  
8 other Section of the Agreement. The refund or repayment of any  
9 other contribution shall be made in accordance with the terms and  
10 conditions upon which the contribution was made.

11 Section 6.08 Disposition of Property Upon Termination:

12 (a) Upon termination of this Agreement, any surplus money  
13 on hand shall be returned to the then member entities of the  
14 Authority in proportion to the contributions made. The Board of  
15 Directors shall first offer the Project, including all property,  
16 works, rights and interests of the Authority, for sale to member  
17 entities or any public entity of which a member entity is a party  
18 for good and adequate consideration. If no such sale is consummated,  
19 then the Board of Directors shall offer the Project for sale to  
20 any public utility, governmental agency, or other entity or  
21 entities for good and adequate consideration. The net proceeds  
22 from any sale shall be distributed among the member entities in  
23 proportion to the contributions made.

24 (b) If no such sale is consummated, then the Project,  
25 including all property, works, rights, and interests of the  
26 Authority, shall be allocated to the member entities in the same  
27 manner as the allocation of the net proceeds from a sale, unless  
28 otherwise agreed to by all of the member entities.

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ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.01 Amendment of this Agreement: This Agreement may be amended by an agreement approved by all parties, subject to the exceptions set forth in Section 5.03 and subject to any conditions or restrictions established by resolution or indenture authorizing the issuance of Revenue Bonds. Approval of the Board shall not be required for the amendment of this Agreement.

Section 7.02 Assignment; Binding on Successors: Except as otherwise provided in this Agreement, the rights and duties of the parties to this Agreement may not be assigned or delegated without the advance written consent of all of the other parties, and any attempt to assign or delegate such rights or duties in contravention of this Section shall be null and void. Any approved assignment or delegation shall be consistent with the terms of any contracts, resolutions, indentures and other obligations of the Authority then in effect. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the parties hereto. This Section does not prohibit a member entity from entering into an independent agreement with another agency regarding the financing of that member entity's contributions to the Authority, or the disposition of proceeds which that member entity receives under this Agreement, so long as such independent agreement does not affect, or purport to affect, the rights and duties of the Authority or the parties under this Agreement.

Section 7.03 Notices: Any notice authorized or required to



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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 such changed addresses as are communicated to the Authority and the member entities in writing:

Placer County Water Agency P.O. Box 3218 - Bowman Branch Auburn, CA 95603	Placer County Board of Supervisors 175 Fulweiler Avenue Auburn, CA 95603
El Dorado County Water Agency 330 Fair Lane Placerville, CA 95667	El Dorado County Board of Supervisors 330 Fair Lane Placerville, CA 95667

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

PLACER COUNTY  
By *Cam Simpson*  
Chairman

PLACER COUNTY WATER AGENCY  
*Ross Riolo*  
Chairman

ATTEST:  
*Georgia Burg*  
Clerk

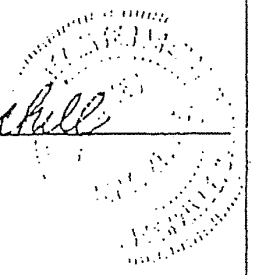
ATTEST:  
*Barbara Mangel*  
Secretary

EL DORADO COUNTY  
By *W. L. Walker*  
Chairman

EL DORADO COUNTY WATER AGENCY  
*Joseph V. Flynn*  
Chairman

ATTEST:  
*Donna Padgett*  
Clerk

ATTEST:  
*Barbara J. Churchill*  
Secretary



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AMENDMENT NO. 1  
JOINT POWERS AGREEMENT  
AMERICAN RIVER AUTHORITY

THIS AGREEMENT, made and entered into this 20th day of JULY, 1982, pursuant to the Joint Exercise of Powers Act, by and between Placer County, El Dorado County, Placer County Water Agency, and El Dorado County Water Agency. These public entities are hereinafter collectively referred to as the "parties" or "member entities."

R E C I T A L S

On June 8, 1982, the parties entered into the Joint Powers Agreement, American River Authority, which they now wish to amend by changing the provisions relating to the contributions for operating expenses.

NOW, THEREFORE, IT IS MUTUALLY AGREED THAT THE FOLLOWING CHANGES AND ADDITIONS ARE HEREBY MADE IN THE JOINT POWERS AGREEMENT, AMERICAN RIVER AUTHORITY:

1. Subdivision (a) of Section 4.05 is amended to read as follows:

(b) The initial commitment of funds to the Authority from each member entity for the purposes set forth in this Agreement shall be the sum of \$19,000. The member entities shall equally pay the expenses of the Authority up to their initial commitment of funds upon request from the Board of Directors, as the expenses are incurred. The initial commitment of \$19,000 from each member entity may be increased by a resolution of the Board of Directors; provided, however, that no party

1 hereto shall be obligated to participate in such an increased  
2 commitment unless its governing board, by a resolution, has  
3 approved the increased commitment.

4 IN WITNESS WHEREOF, the parties have executed this  
5 Amendment No. 1 to the Joint Powers Agreement, American River  
6 Authority on the day and year first above written.

7 PLACER COUNTY PLACER COUNTY WATER AGENCY

8  
9 By *[Signature]* x By *[Signature]*  
Chairman Chairman

11 ATTEST: ATTEST:  
12  
13 *[Signature]* *[Signature]*  
Clerk Secretary

15 EL DORADO COUNTY EL DORADO COUNTY WATER AGENCY

16  
17 By *[Signature]* By *[Signature]*  
Chairman Chairman

19 ATTEST: ATTEST:  
20  
21 *[Signature]* *[Signature]*  
Clerk Secretary

28

1 AMENDMENT NO. 2  
2 JOINT POWERS AGREEMENT AMERICAN RIVER AUTHORITY

3 THIS AGREEMENT is made and entered into this 25th day of  
4 July, 1989, pursuant to the Joint Exercise of Powers  
5 Act, by and between Placer County, El Dorado County, Placer  
6 County Water Agency and El Dorado County Water Agency. These  
7 public entities are hereinafter collectively referred to as the  
8 "parties" or "member entities".

9 R E C I T A L S

10 On June 8, 1982, the parties entered into the Joint Powers  
11 Agreement, American River Authority, which they now wish to  
12 amend by adding provisions relating to the appointment of an  
13 alternate fifth member.

14 NOW, THEREFORE, IT IS MUTUALLY AGREED THAT THE FOLLOWING  
15 CHANGES AND ADDITIONS ARE HEREBY MADE IN THE JOINT POWERS  
16 AGREEMENT, AMERICAN RIVER AUTHORITY:

17 1. Section 3.01 is amended to read as follows:

18 "Section 3.01 Governing Body: The business of the  
19 Authority shall be conducted by a Board of Directors  
20 consisting of five persons. One such director, and  
21 one alternate director, shall be selected and  
22 designated in writing from time to time by the  
23 governing body of each of the parties, and these four  
24 directors shall select a fifth director, and one  
25 alternate director, whose residences may alternate  
26 between Placer and El Dorado Counties every two fiscal  
years. The role of each alternate director shall be  
to assume the duties of the director appointed by his  
or her member entity, in case of the absence or  
unavailability of such director. The directors,  
including the fifth director named by the others, and  
the alternates so named shall serve at the pleasure of  
their appointive governing body and shall continue to  
serve until the respective successors are appointed."

27 IN WITNESS WHEREOF, the parties have executed this  
28 Amendment No. 2 to the Joint Powers Agreement, American River

1 Authority on the day and year first above written.

2 PLACER COUNTY

PLACER COUNTY WATER AGENCY

3 By *Ala. Jensen*  
4 Chairman

BY *W. E. Smith*  
Chairman

5 ATTEST:  
6 *Christette Sharp*  
Clerk

ATTEST:  
*Darwin Alvan*  
Secretary

8 EL DORADO COUNTY

EL DORADO COUNTY WATER AGENCY

9 By *Robert E. Dorr*  
10 Chairman

By *John C. C. far*  
Chairman

11 ATTEST:  
12 *Margaret E. Hoody*  
13 Clerk 7-25-89

ATTEST:  
*Lauri Little*  
Secretary (Designate)

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A-95- 1092

AMENDMENT NO. 3  
JOINT POWERS AGREEMENT  
AMERICAN RIVER AUTHORITY

THIS AGREEMENT, made and entered into this 14th day of November, 1995, pursuant to the Joint Exercise of Powers Act, by and between Placer County, El Dorado County, Placer County Water Agency, El Dorado County Water Agency and San Joaquin County. These public entities are hereinafter collectively referred to as the "parties" or "member entities."

RECITALS

1. On June 8, 1982, Placer County, El Dorado County, Placer County Water Agency and El Dorado County Water Agency, hereinafter collectively referred to as the "original parties," entered into the Joint Powers Agreement, American River Authority, on July 20, 1982, they entered into Amendment No. 1 to that Agreement, and on July 25, 1989, they entered into Amendment No. 2 to that Agreement.

2. Section 6.06 of the Joint Powers Agreement provides that additional parties may join in the Agreement and may become member entities upon unanimous consent of the then existing parties, and the terms and conditions of such joinder shall be set forth in an amendment to the Agreement.

3. San Joaquin County has asked to become a member entity and to join in the Joint Powers Agreement, and the original parties now wish to amend the Agreement to provide for

the admission of San Joaquin County as a member entity of the American River Authority.

NOW, THEREFORE, IT IS MUTUALLY AGREED THAT THE FOLLOWING CHANGES AND ADDITIONS ARE HEREBY MADE IN THE JOINT POWERS AGREEMENT, AMERICAN RIVER AUTHORITY:

1. San Joaquin County is hereby admitted as a member entity and party to the Joint Powers Agreement, American River Authority subject to all of the provisions of the Joint Powers Agreement including Amendment Nos. 1 and 2 thereof; provided, however, that San Joaquin County's commitment of funds to the Authority for the 1995-96 fiscal year shall be waived instead of the sum provided for in Subdivision (a) of Section 4.05 of the Agreement.

2. Section 3.01 is amended to read as follows:

"Section 3.01 Governing Body: The business of the Authority shall be conducted by a Board of Directors consisting of six persons. One such director, and one alternate director, shall be selected and designated in writing from time to time by the governing board of each of the parties, and these five directors shall select a sixth director and one alternate director, whose residences may alternate between El Dorado, Placer and San Joaquin Counties every two fiscal years. The role of each alternate director shall be to assume the duties of the director appointed by his or her member entity, in case of the absence or unavailability of such director. The directors, including the sixth director named by the others, and the alternate so named, shall serve at the pleasure of their appointing governing body and shall continue to serve until their respective successors are appointed."

IN WITNESS WHEREOF, the parties have executed this Amendment No. 3 to the Joint Powers Agreement, American River

Authority, which shall become effective on the day and year first above written.

PLACER COUNTY

By [Signature]  
Chairman

ATTEST:

By Georgia Lake  
Clerk

PLACER COUNTY WATER AGENCY

By [Signature]  
Chairman

ATTEST:

By [Signature]  
Clerk

EL DORADO COUNTY

By [Signature]  
Chairman

**J. MARK NIELSEN**

ATTEST:

By Margaret E. Mosdy  
Deputy Clerk

EL DORADO COUNTY WATER AGENCY

By [Signature]  
Chairman

**RAYMOND J. NUTTING**

ATTEST:

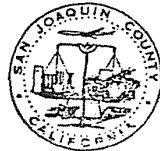
By Margaret E. Mosdy  
Deputy Clerk

SAN JOAQUIN COUNTY

By George L. Bark  
Chairman

ATTEST:

By [Signature]  
Clerk





AMENDMENT NO. 4  
JOINT POWERS AGREEMENT  
AMERICAN RIVER AUTHORITY

This Amendment No. 4 to the American River Authority Joint Powers Agreement is made and entered into this 7 day of April, 1998 pursuant to the Joint Exercise of Powers Act, by and between Placer County, El Dorado County, Placer County Water Agency, El Dorado County Water Agency and San Joaquin County. These public entities are hereinafter collectively referred to as the "parties" or "member entities".

RECITALS

1. On June 8, 1982, the parties entered into the Joint Powers Agreement, American River Authority, on July 20, 1982, they entered into Amendment No. 1 to that Agreement, on July 25, 1989, they entered into Amendment No. 2 to that Agreement and on November 7, 1995, they entered in Amendment No. 3 to that Agreement.

2. The parties now wish to further amend the Joint Powers Agreement by modifying the purposes and powers of the American River Authority.

NOW, THEREFORE, IT IS MUTUALLY AGREED THAT THE FOLLOWING CHANGES AND ADDITIONS ARE HEREBY MADE TO THE JOINT POWERS AGREEMENT, AMERICAN RIVER AUTHORITY:

1. Section 2.03 is amended to read as follows:

Section 2.03 Purpose: The purposes of this Agreement are to provide for the joint exercise through the Authority of powers common to each of the parties to study, develop, design, finance, acquire, construct, operate, maintain, and replace dams, reservoirs, tunnels, conduits, hydroelectric facilities, and any and all works related and incidental thereto on the American River between the Placer County Water Agency's Middle Fork American River Project and the Folsom Reservoir, either by the Authority alone or in cooperation with the United States or other entities, in order to divert, store, distribute and sell water for beneficial use, and to generate,

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transmit, consume and sell hydroelectric power incidental thereto, or as more specifically set forth in this Agreement. The purposes shall also include the protection, preservation and perfection of rights belonging to the member agencies of this Authority to use the waters of the American River and its tributaries for the benefit of the lands and inhabitants of the parties

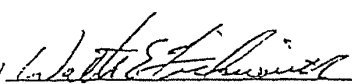
2. Section 2.04 is amended to read as follows:

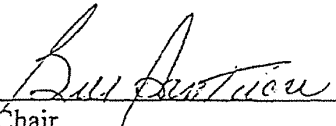
Section 2.04 Powers: The Authority shall have the power to study, develop, design, finance, acquire, construct, operate, maintain and replace dams, reservoirs, tunnels, conduits and hydroelectric power facilities as specified in this Agreement, and all related facilities necessary or incidental thereto, in order to divert, store, distribute and sell water, and to generate, transmit, consume and sell hydroelectric power incidental thereto. The Authority shall also have the power to take those actions deemed necessary by the Authority Board of Directors to protect the rights of the member agencies of the Authority to use the waters of the American River and its tributaries for the benefit of the lands and inhabitants of the parties, including, but not limited to, participation in regulatory proceedings, court actions, and other activities that may affect the use of the waters of the American River and its tributaries. The Authority is authorized, in its own name, to do all acts necessary for the exercise of these powers for these purposes, including, but not limited to, any or all of the following: to make and enter into contracts; to employ agents and employees; to acquire, construct, manage, maintain, operate and replace any buildings, works or improvements; to acquire by eminent domain or otherwise, and to hold or dispose of any property; to sue and be sued in its own name, to incur debts, liabilities and obligations; and to issue Revenue Bonds and other forms of indebtedness to the extent, and on the terms provided by law. The Authority shall have the power to apply for, accept, and receive all state and federal licenses, permits, grants, loans or other aids from any agency of the United States of America, or of the State of California. In accordance with Government Code Section 6509, the foregoing powers shall be subject to the restrictions upon the manner of exercising such powers pertaining to the Placer County Water Agency as specified in the Placer County Water Agency Act, Statues of 1959, Chapter 815, as amended (West's Water Code Appendix, Chapter 81).

IN WITNESS WHEREOF, the parties have executed this Amendment No.4 to the Joint Powers Agreement, American River Authority, to be effective on the date first above written.

PLACER COUNTY  
WATER AGENCY

PLACER COUNTY

By   
Chair

By   
Chair

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ATTEST:

Barbara J. Seaman  
Clerk

EL DORADO COUNTY

By  John E. Upton  
Chair

ATTEST: DIXIE L. FOOTE, CLERK OF THE  
BOARD OF SUPERVISORS

Margaret E. Moody  
Clerk (DEPUTY) (Bd. dtc 8/11/98)

SAN JOAQUIN COUNTY

By: \_\_\_\_\_  
Chair

ATTEST:

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Clerk  
509462.1

ATTEST:

\_\_\_\_\_  
Secretary

EL DORADO COUNTY WATER  
AGENCY

By  John E. Upton  
Chair

ATTEST: DIXIE L. FOOTE, CLERK OF THE  
BOARD OF DIRECTORS

Margaret E. Moody  
Secretary (DEPUTY CLERK)  
(Bd. dtc 7/14/98)