

RECLAMATION DISTRICT NO 1000

Resolution No. 2010-10

Amending Sacramento Area Flood Control Agency Joint Powers Agreement

WHEREAS, the Central Valley Flood Protection Board ("CVFPB"), as a condition of their permit issuance and cost sharing require Joint Power Authorities who are the local sponsor for flood control projects in the Central Valley provide in their Joint Powers Agreements ("JPA's") for their continued existence so long as they have outstanding commitments to the CVFPB for operation and maintenance or operation and maintenance indemnification;

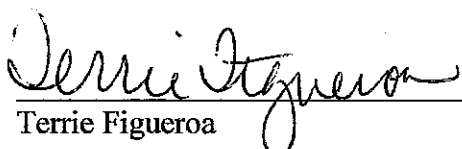
WHEREAS, the Sacramento Area Flood Control Agency ("SAFCA") desires to amend its JPA to comply with the requirement of the CVFPB; and

WHEREAS, Reclamation District No. 1000 supports such an amendment and finds that such an amendment to the SAFCA JPA is in the best interest of the District and its constituents;

NOW, THEREFORE BE IT RESOLVED that Reclamation District No. 1000 supports amendment of the SAFCA JPA so as to add Section 47 thereto substantially as set forth in Exhibit "A" attached hereto, authorizes the Reclamation District No. 1000 representatives on the SAFCA governing board to vote in favor of such an amendment, and authorizes the President and Secretary of Reclamation District No. 1000 to execute such an amendment to the SAFCA JPA.

CERTIFICATION

The undersigned hereby certifies that she is the Secretary of Reclamation District No. 1000 and that the foregoing resolution was duly adopted by the Board of Trustees of Reclamation District No. 1000 at its regular meeting held on July 9, 2010.



Terrie Figueroa

EXHIBIT "A"

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

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

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

RESOLUTION NO. 2010-022

Adopted by the Sacramento Area Flood Control Agency

**AUTHORIZING THE EXECUTIVE DIRECTOR TO SEEK AMENDMENT
OF THE SAFCA JOINT POWERS AGENCY AGREEMENT FROM
SAFCA MEMBER AGENCIES**

NOW, THEREFORE, BE IT RESOLVED BY THE SACRAMENTO AREA FLOOD CONTROL AGENCY BOARD OF DIRECTORS THAT:

The Executive Director of Sacramento Area Flood Control Agency is hereby authorized and directed to seek amendment of the SAFCA Joint Exercise of Powers Agreement from the SAFCA member agencies, in a form generally consistent with Exhibit A.

ON A MOTION BY Director ROGERS, seconded by Director YEE, the foregoing resolution was passed and adopted by the Board of Directors of the Sacramento Area Flood Control Agency, this 18th day of February, 2010, by the following vote, to wit:

- AYES: Directors: COHN, GALLAGHER, HOLLOWAY, MOOSE, NOTTOLI, PETERS, QUINN, ROGERS, SMITH, TRETHERWAY, YEE
- NOES: Directors: NONE
- ABSTAIN: Directors: NONE
- ABSENT: Directors: PANNELL, SHIELDS

Chair of the Board of Directors of the Sacramento Area Flood Control Agency

(SEAL)

ATTEST:

Clerk of the Board of Directors

HGlr/2010feb11 JPA Amendment res.doc
Attachment(s)

Exhibit A
Draft Amendment to Joint Power Agency Agreement.

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

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

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