

Northern California Joint Exercise of Powers

February 24, 2011

Request for Proposals
SVWMA Project Manager

The Northern California Water Association (NCWA), on behalf of the Northern California Joint Exercise of Powers (JEP), is seeking a professional consultant to help prepare updated descriptions of existing and proposed water use projects associated with the Sacramento Valley Water Management Agreement (SVWMA). The consultant will also prepare a report consisting of the individual project descriptions and a summary of the cumulative program.

Stakeholders in the Sacramento Valley proposed locally developed and ultimately operated projects as part of the Sacramento Valley Water Management Agreement (SVWMA). These projects would, in part, contribute water that would be used to help meet Delta water quality standards. These projects were originally developed and described in the Short-Term Workplan (Workplan) completed in 2001 and more detailed descriptions were developed for use in the administrative draft of the Environmental Impact Statement/Report (EIS/EIR) completed in 2004.

Activities for this proposal includes outreach to the proponents of the projects described in the Workplan to confirm project description and proposed water quantity. The consultant will provide engineering, other technical, legal, and/or policy assistance to project proponents and signatories to the SVWMA to update project descriptions to assist in supporting the implementation of the SVWMA within the funding limitations.

The Northern California JEP would like to invite your firm to submit a Statement of Qualifications (SOQ). Please find attached documents that will assist in your evaluation and response to this request.

- Exhibit A: Statement of Qualification Requirements
- Exhibit B: Specifications
- Exhibit C: *First Amended Joint Exercise of Powers Agreement for Funding of Phase 8 Water Supply Projects and Other Integrated Regional Water Management Plan Projects*

EXHIBIT A
REQUEST FOR QUALIFICATION REQUIREMENTS

NCWA, on behalf of the Northern California Joint Exercise of Powers (JEP), is requesting Statements of Qualifications (SOQ) from applicants with expertise in project development, the Sacramento Valley Water Management Agreement (SVWMA) and the Sacramento Valley Water Management Agreement Short-term Workplan. Consultants will be selected based upon responses to this Request for Proposals (RFP) and subsequent oral presentations.

A. Statement of Qualifications

The SOQ should include the following:

1. Introduction
2. Statement of Understanding
3. Qualifications of applicant and subcontractors
4. Resumes of key staff members who would work on this project

B. Evaluation Criteria

Qualifications will be evaluated based on the following criteria:

1. Familiarity with Sacramento Valley water users, including water districts and companies.
2. Candidates must be knowledgeable of:
 - The Sacramento Valley Water Management Agreement
 - SVWMA Short-term Workplan
 - Proposed SVWMA projects, operations and proponent facilities
 - Hydrology in the Sacramento Valley
 - Hydrogeology and water resources of the Sacramento Valley and the application of this knowledge to enhance water quality in the Delta

C. Review Process

NCWA, on behalf of the Northern California JEP, will evaluate and score submitted SOQs in accordance with the above evaluation criteria. Interviews may be held depending on the responses received and associated scoring of each SOQ. NCWA reserves the right to reject all SOQs as well as select a consultant without conducting interviews.

D. Conditions

The contact person for this RFP is David Guy, Northern California Water Association, (916) 442-8333. All questions regarding this RFP must be directed to David Guy,

however, this written RFP supersedes any oral discussion not part of the "oral presentation" noted in Exhibit A(C)(2).

None of the materials submitted in response to this RFQ will be mailed back to the applicants. Applicants are fully responsible for all costs incurred under this RFQ process.

Nothing in this RFQ shall require that a contract be awarded.

E. Submission of Statement of Qualifications

A SOQ should be no more than five pages in length. Six copies of the SOQ must be received by 5:00P.M. on March 18, 2011. Qualifications should be mailed or hand-delivered to the following address:

Northern California Water Association
Attention: David Guy
455 Capitol Mall, Suite 335
Sacramento, CA 95814

EXHIBIT B SPECIFICATIONS

NCWA, on behalf of the Northern California JEP, requires the services of a qualified consultant to refine or develop descriptions for the projects proposed for inclusion in the Sacramento Valley Water Management Agreement (SVWMA).

A. Description of Work

The listing of services below is only an estimate of the scope of work and not a guarantee of work to be assigned under a contract. Specific work to be conducted will be defined during negotiations with the selected consultant.

At the discretion of NCJEP representatives, the consultant may perform the following services:

The consultant will provide engineering, other technical, legal, and/or policy assistance to project proponents and signatories to the SVWMA to update project descriptions to assist in supporting the implementation of the SVWMA within the funding limitations.

1. Review the 30 proposed SVWMA projects with the project proponents.
2. Update project description(s), schedule and budget for the projects.
3. Compile individual reviews into a report consisting of project descriptions, schedules, estimated project yields, and estimated project costs.
4. Develop an estimated master schedule for all of the projects, total estimated yield and total cost figures.
5. Provide engineering, other technical, legal, and/or policy assistance to project proponents and signatories to the SVWMA.
6. Submit monthly and final reports as required by the Department of Water Resources.

B. Cost

Funding totaling \$100,000 has been secured through Proposition 204 to perform the tasks described in the "Description of Work" above.

**FIRST AMENDED JOINT EXERCISE OF POWERS AGREEMENT
FOR FUNDING OF PHASE 8 WATER SUPPLY PROJECTS AND OTHER
INTEGRATED REGIONAL WATER MANAGEMENT PLAN PROJECTS**

THIS AGREEMENT is made and entered into as of the Effective Date, pursuant to the Joint Exercise of Powers Act, California Government Code §§ 6500, et seq., by and between the parties listed in "Exhibit A," attached hereto.

Those entities listed in Exhibit A are the parties to this Agreement and are hereinafter collectively referred to as the "Parties." The term "Parties" will also include any additional parties that hereinafter become parties to this Agreement, but will exclude any parties that withdraw or are removed from this Agreement in accordance with its terms.

RECITALS

This Agreement is made with reference to the following facts:

A. To avoid prolonged litigation concerning the allocation of responsibility to meet Bay-Delta water quality requirements and to promote better management of California's water resources, Northern California Water Association, Upstream Water Users, Downstream Water Users, the Department and Reclamation entered into the April 26, 2001 Stay Agreement ("Stay Agreement") and the Short-Term Settlement Agreement ("Short-Term Settlement Agreement").

B. Each of the Parties contemplates the execution of a Short-Term Project Implementation Agreement ("Implementation Agreements") with the Downstream Water Users, Department and Reclamation for the purpose of establishing the terms and conditions under which individual projects will be implemented, consistent with the Stay Agreement and the Short-Term Settlement Agreement.

C. In or about December 2002, certain Parties listed in Exhibit A previously entered into the original Joint Exercise of Powers Agreement for Funding of Phase 8 Water Supply Projects for the sole purpose of establishing a mechanism for the disbursement of funds from federal, state and other sources, to be used for the development and implementation of water supply development projects developed by Parties pursuant to the Sacramento Valley Water Management Program for the purpose of providing a mechanism for meeting the requirements of Article 15 of the Short-Term Settlement Agreement. Those original Parties and NCWA also executed a separate agreement governing the administration of that Original JPA Agreement and the Funds by NCWA. By participating in these agreements, the parties to the Original JPA established a regional water management group in accordance with Cal. Water Code § 10537 of the Integrated Regional Water Management Planning Act of 2002 (Water Code §§ 10530, et seq.) (hereinafter "Act").

D. On April 17, 2006, the parties to the Original JPA Agreement, in conjunction with NCWA, held a public hearing in accordance with Water Code § 10541(b) regarding whether or not to prepare a regional plan as defined in the Act.

E. In or about May 2006, the respective governing boards of the parties to the Original JPA Agreement considered the information presented at the April 17, 2006 public hearing and determined, pursuant to Water Code § 10541(b), that preparation of a regional plan was in the best interests of those parties in that such a plan will promote effective regional water management within the Sacramento Valley. These parties further directed that such plan shall be completed on or before April 17, 2009.

F. The Parties desire to amend the Original JPA Agreement for the purposes of making certain changes, adding new parties, and continuing the mechanism for the disbursement of funds from federal, state and other sources, to be used for the development and implementation of Projects.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

ARTICLE I
DEFINITIONS

Section 1.1 Definitions: As used in this Agreement, unless the context requires otherwise, the meaning of the terms hereinafter set forth will be as follows:

(a) "Administrative Expenses" means those expenses incurred by NCWA in administering and executing this Agreement and in the furtherance of the purposes and pursuant to the terms of this Agreement, including but not limited to those expenses incurred in hiring consultants and accountants, and in utilizing NCWA staff time and resources.

(b) "Agreement" means this First Amended Joint Exercise of Powers Agreement for Funding of Phase 8 Water Supply Projects and Other Integrated Regional Water Management Plan Projects.

(c) "CVP" means the California Central Valley Project.

(d) "Delta" means the Sacramento-San Joaquin River/San Francisco Bay-Delta Estuary.

(e) "Department" means the California Department of Water Resources.

(f) "Downstream Water Users" means collectively the Contra Costa Water District, the State Water Project contractors, and the Central Valley Project contractors that receive water from the Banks or Tracy pumping plants.

(g) "Effective Date" means the date of full execution of this Agreement by all of the Parties as stated in Article II, section 2.1.

(h) "Funds" means funds received from state, federal or other sources for use in the development or implementation of Projects.

(i) "Joint Exercise of Powers Act" means the Joint Exercise of Powers Act, being Chapter 5 of Subdivision 7 of Title 1 of the Government Code of the State of California (§§ 6500, *et seq.*).

(j) "Long-Term Settlement Agreements" means the agreements described in Article 4.3 of the Short-Term Settlement Agreement.

(k) "NCWA" means the Northern California Water Association, which will administer this Agreement pursuant to California Government Code §§ 6504-6506.

(l) "Operating Rules and Regulations" means the rules, regulations, policies, bylaws and procedures governing the administration of this Agreement by NCWA.

(m) "Original JPA Agreement" means the Joint Exercise of Powers Agreement for Funding of Phase 8 Water Supply Projects, executed by the parties thereto in or about December 2002.

(n) "Parties" means those entities listed in Exhibit A and will also include any additional parties that hereinafter become parties to this Agreement, but will exclude any parties that withdraw from this Agreement in accordance with its terms. The representative of a Party designated in Exhibit A will be deemed to have authority to communicate actions and approvals of that Party under this Agreement.

(o) "Phase 8" means Phase 8 of the State Water Resources Control Board's Bay-Delta Water Rights Hearings.

(p) "Projects" means water supply development projects developed by Parties pursuant to the Sacramento Valley Water Management Program for the purpose of providing a mechanism for meeting the requirements of Article 15 of the Short-Term Settlement Agreement, or other projects developed by Parties pursuant to their participation in regional water management plan activities under the Act.

(q) "Reclamation" means the United States Bureau of Reclamation, Department of the Interior.

(r) "Short-Term Settlement Agreement" means the "Short Term Agreement to Guide Implementation of Short-Term Water Management Actions to Meet Local Water Supply Needs and to Make Water Available to the SWP and CVP in Order to Meet the Requirements of the 1995 Water Quality Control Plan and to Resolve Phase 8 Issues."

(s) "State Board" means the California State Water Resources Control Board.

(t) "Stay Agreement" means the "Agreement Regarding Resolution of Phase 8 Issues, Development and Management of Water Supplies, and a Binding Commitment to Proceed Pursuant to Specified Terms."

(u) "SWP" means the California State Water Project.

(v) "Term" means the term of this Agreement as defined in Article II, section 2.5.

(w) "Upstream Water Users" means those individuals and entities that possess water rights or are water users within the watershed of the Sacramento River and its tributaries, who execute a Short-Term Settlement Agreement by December 15, 2002, or who execute Implementation Agreements.

ARTICLE II

GENERAL PROVISIONS

Section 2.1 Effective Date. The Effective Date of this Agreement is the date of its full execution by the Parties listed in Exhibit A.

Section 2.2 Incorporation of Recitals. The foregoing recitals are hereby incorporated by reference.

Section 2.3 Certification. Each signatory to this Agreement certifies and declares that it is either a public agency (as defined in Government Code § 6500) or a mutual water company (as defined in Government Code § 6525) that is authorized to be a party to a joint exercise of powers agreement and contract with each other for the joint exercise of any common power under Article 1, Chapter 5, Division 7, Title 1 of the Government Code, commencing with § 6500.

Section 2.4 Administration of Agreement by Nonprofit Corporation. As authorized by California Government Code § 6506, a nonprofit corporation may be designated by a joint powers agreement to administer a joint exercise of powers agreement for the parties to the agreement. The Parties hereby designate NCWA to administer this Agreement for the Parties.

Section 2.5 Term and Withdrawal. The initial term of this Agreement will be 15 years from the Effective Date. The initial term may be extended by written agreement executed by the Parties. Any Party may withdraw from this Agreement upon 90 days' prior written notice to all other Parties. A withdrawing Party will remain obligated for its proportionate share of any financial obligations incurred prior to the effective date of withdrawal.

ARTICLE III
PURPOSES AND POWERS

Section 3.1 Purposes. The purpose of this Agreement is to provide for the joint exercise of powers common to each of the Parties to:

- (a) facilitate the efficient management and distribution of water resources;
- (b) facilitate the funding of Projects; and
- (c) enable NCWA to receive and disburse funding for Projects, pursuant to California Government Code § 6504.

Section 3.2 Powers. In fulfillment of the purposes set forth in Article III, section 3.1, the Parties will have and may exercise any powers within or outside the collective boundaries of the Parties as permitted by law from time to time in the manner hereinafter set forth. Such powers will include, but not be limited to, the power to do any of the following:

- (a) to receive and disburse, through NCWA, Funds to be used in the development or implementation of Projects;
- (b) to hold periodic public meetings to provide an opportunity for nonparticipating individuals and entities to have input into the planning process for Projects;
- (c) to accumulate Funds for the purposes herein mentioned and to invest Funds accumulated under this Agreement to the extent that such Funds are not currently needed to pay costs related to the development or implementation of Projects, subject to the laws of California;
- (d) to amend this Agreement;
- (e) to execute a separate administration agreement with NCWA and to adopt Operating Rules and Regulations governing the manner in which NCWA administers or executes this Agreement; and
- (f) to perform all acts necessary or proper to carry out fully the purposes of this Agreement.

Section 3.3 No Power to Alter Water Rights. The Parties confirm that nothing herein grants the Parties or NCWA any power to alter any water right, contract right or any similar right, or amend water delivery practice, course of dealing or conduct without the written consent of the holder thereof.

ARTICLE IV
INTERNAL ORGANIZATION

Section 4.1 Parties. The Parties to this Agreement will be the entities that have executed or hereafter execute this Agreement, or any amendment thereto, and that have not, pursuant to the provisions hereof, withdrawn from this Agreement.

Section 4.2 Action under the Agreement. An affirmative vote by a majority of the Parties will be required for any action under this Agreement, unless this Agreement requires approval of all Parties.

Section 4.3 Operating Rules and Regulations. Upon approval by all of the Parties to this Agreement, the Parties may adopt Operating Rules and Regulations to regulate the administration or execution of this Agreement by NCWA, in accordance with this Agreement. Upon approval by all of the Parties to this Agreement, the Operating Rules and Regulations may be amended from time to time by the Parties. In the event of a conflict between this Agreement and other rules or procedures, the provisions of this Agreement will govern.

Section 4.4 Addition and Removal of Parties. Upon approval of the Parties as herein provided, the Parties will have the authority to (1) approve new Parties to the Agreement, and (2) remove a Party, in which case the Parties will execute an addendum to this Agreement for those purposes. The terms and conditions applicable to a joining party will be set forth in an amendment to this Agreement, signed by all of the then-existing Parties and the joining Party, and will be consistent with this Agreement then in effect. The Parties may provide that a new Party will be liable only for obligations that existed from or after the effective date of the action approving the new Party. Removed parties are responsible for their share of financial obligations incurred prior to removal. Parties that were not parties to the Original JPA Agreement will be liable only for obligations that may be incurred under this Agreement, and that existed from or after the Effective Date of this Agreement.

Section 4.5 Committees. The Parties may, as it deems appropriate, appoint committees to accomplish the purposes set forth herein. All meetings of committees will be called, held, noticed and conducted subject to the provisions of the Ralph M. Brown Act, to the extent applicable.

Section 4.6 Status of Officers and Employees. All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, relief, disability, worker's compensation, and other benefits that apply to the activity of officers, agents or employees of any of the Parties when performing functions for their respective Parties will apply to such persons to the same degree and extent while they are engaged in the performance of any of the functions and duties under this Agreement.

Section 4.7 Insurance. The separate administration agreement between the Parties and NCWA will provide that NCWA will at all times maintain with responsible insurers Worker's

Compensation insurance and insurance against liability and property damage to the extent reasonably necessary to protect NCWA, its employees or agents and the Parties.

ARTICLE V
FINANCES

Section 5.1 Depositary.

(a) NCWA will be the depositary and have custody of all Funds received pursuant to this Agreement, from whatever source, subject to the applicable provisions of any indenture or resolution providing for a trustee or other fiscal agent. All such Funds will be held in separate accounts and not commingled with funds of NCWA, or any other person or entity. NCWA will have authority to disburse Funds received under this Agreement consistent with the terms of this Agreement, including but not limited to section 5.5, below.

(b) All Funds received pursuant to this Agreement will be strictly and separately accounted for, and all receipts and disbursements will be reported by NCWA to the Parties. Pursuant to California Government Code § 6505, an audit of the accounts and records managed by NCWA under this Agreement will be made at least once each year by a certified public accountant, and a report thereof will be filed as a public record with each of the Parties and with the county auditor of the county where the office of the nonprofit corporation designated by this Agreement to administer or execute the Agreement is located, and will be sent to any public agency or person in California that submits a written request to any of the Parties to this Agreement. These reports will be filed within 12 months after the end of the fiscal year or years under examination. The books and records prepared pursuant to this Agreement will be open to inspection by the Parties at all reasonable times.

(c) Any costs of the audit, including contracts with or employment of certified public accountants or public accountants, pursuant to this section will be considered Administrative Expenses.

(d) With the approval of all the Parties, the annual special audit will be replaced with an audit covering a two-year period.

(e) Pursuant to California Government Code § 6509.5, NCWA will invest any moneys held for disbursement on behalf of the Parties in the same manner and upon the same conditions as local agencies pursuant to Government Code § 53601.

Section 5.2 Fidelity Bonds. The Parties will designate the public office or officers or person or persons who have charge of, handle, or have access to any Funds pursuant to this Agreement, and will require such public officer or officers or person or persons to file an official bond in an amount to be fixed by the Parties. The premiums on any such fidelity bonds attributable to the coverage required herein will be Administrative Expenses.

Section 5.3 Annual Budgets. As soon as practical after the execution of this Agreement, and thereafter at least thirty days prior to the commencement of each fiscal year, the Parties will adopt for the ensuing fiscal year appropriate budgets, which may be more specifically identified and the method of apportionment described in the Operating Rules and Regulations.

Section 5.4 Additional Sources of Funds. Funds may be derived through State or Federal grants, or other available sources. The Parties may also apply for available State or Federal funds and will make new and additional applications from time to time as appropriate. The Parties may also establish and collect various fees, leases or rents as may be authorized by law under the common powers of all the Parties.

Section 5.5 Disbursement of Funds. Funds received under this Agreement will be disbursed to or for the benefit of the specific Party for which such funds were applied for or otherwise requested from funding sources. Such disbursements to a specific Party will be equivalent to the corresponding funding application or grant request amounts that the specific Party submitted, and which were approved by the corresponding funding source.

ARTICLE VI
ADMINISTRATIVE EXPENSES

Section 6.1 Payment of Administrative Expenses. A portion of the Funds will be used to pay all Administrative Expenses, incurred in the furtherance of the purposes and pursuant to the terms of this Agreement. In the event that Funds are not available at the time of payment of Administrative Expenses, NCWA will be reimbursed for these Administrative Expenses once Funds are available. Personnel, equipment or property of one or more of the Parties to the Agreement may be used in lieu of other contributions or advances as approved by NCWA.

Section 6.2 Additional Non-Mandatory Contribution. Each of the Parties may, but are not required to, contribute additional money, office space, furnishings, equipment, supplies or services to NCWA as their respective governing boards may deem appropriate.

ARTICLE VII
EFFECT OF THIS AGREEMENT ON OTHER MATTERS

Section 7.1 As a Precedent. Nothing in this Agreement is intended or will be construed as a precedent or other basis for any argument that the Parties have waived or compromised their rights that may be available under State or Federal law, except as to matters addressed in this Agreement.

Section 7.2 As an Admission. Nothing in this Agreement is intended or will be construed as an admission by any Party that such Party has an obligation relative to the protection of fishery or other resources and/or the maintenance of water quality standards in the Delta.

ARTICLE VIII
MISCELLANEOUS PROVISIONS

Section 8.1 Notices. The time for providing any notices specified in this Agreement may be extended within the term of this Agreement with the consent of all of the Parties, confirmed in writing, without requiring an amendment to this Agreement. All notices and other communications required under this Agreement will be in writing, and will be deemed to have been duly given upon the date of service, if (a) served personally on the Party to whom notice is to be given, or (b) sent by electronic mail and the Party to whom notice is to be given confirms receipt, or (c) on the third day after mailing, if mailed to the Party to whom notice is to be given by first-class mail, postage prepaid, and properly addressed to the designated representatives of the Parties described in Exhibit "A" hereto.

Section 8.2 Signatories' Authority. The signatories to this Agreement represent that they have authority to execute this Agreement and to bind the Party on whose behalf they execute this Agreement.

Section 8.3 Counterparts of this Agreement. This Agreement may be signed in any number of counterparts by the Parties, each of which will be deemed to be an original, and all of which together will be deemed to be one and the same instrument. This Agreement, if executed in counterparts, will be valid and binding on a Party as if fully executed all in one copy.

Section 8.4 Binding on Successors/Assignments. This Agreement will bind and inure to the benefit of the respective successors and assigns of the Parties, except that, none of the obligations of the Parties set forth in this Agreement will be assigned without the prior, written approval of the other Party, which approval will not unreasonably be withheld.

Section 8.5 Amendments. This Agreement may be amended or modified only by a subsequent written agreement approved and executed by all of the Parties.

Section 8.6 Opinions and Determinations. Where the terms of this Agreement provide for action to be based upon the opinion, determination, approval or review of a Party, such terms are not intended to be, and will not be construed as permitting, such actions to be arbitrary, capricious or unreasonable. Any opinion, determination, approval or review required of a Party under this Agreement will be provided in a timely manner.

Section 8.7 Reasonable Cooperation. The Parties will reasonably cooperate with each other, including the execution of all necessary documents and providing assistance in obtaining approvals and permits from regulatory agencies required to perform the obligations under this Agreement, to carry out the purpose and intent of this Agreement.

Section 8.8 Construction and Interpretation. This Agreement is entered into freely and voluntarily. This Agreement has been arrived at through negotiation, and each Party has had

a full and fair opportunity to revise the terms of this Agreement. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting party will not apply in construing or interpreting this Agreement.

Section 8.9 Integration. This Agreement constitutes the sole, final, complete, exclusive and integrated expression and statement of the terms of this Agreement among the Parties concerning the subject matter, and supersedes all prior negotiations, representations or agreement, either oral or written, that may be related to the subject matter of this Agreement, except as to those other agreements that are expressly referred to in this Agreement.

Section 8.10 Severability. If any term or provision of this Agreement is deemed invalid or unenforceable by any court of final jurisdiction, the Parties intend that all other provisions of this Agreement be construed to remain fully valid, enforceable and binding on the Parties.

Section 8.11 Waiver. The waiver at any time by a Party of its rights with respect to a default or other matter arising in connection with this Agreement will not be deemed a waiver with respect to any other default or matter.

Section 8.12 Time. Time is of the essence in this Agreement.

Section 8.13 Applicable Law. This Agreement will be construed under and will be deemed to be governed by the laws of the State of California.

Section 8.14 Venue. Any legal proceeding to enforce any provision of this Agreement or arising out of this Agreement must be brought against any of the Parties in the courts of the State of California, County of Sacramento, and each of the Parties consents to the jurisdiction of such court and waives any objection to venue therein. Process may be served on any Party anywhere in the world.

Section 8.15 Necessary Acts. The Parties will at their own cost and expense execute and deliver such further documents and instruments and will take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

Section 8.16 Remedies Not Exclusive. The remedies provided in this Agreement are cumulative and not exclusive, and are in addition to any other remedies that may be provided by law or equity. The exercise by either Party of any remedy under this Agreement will be without prejudice to the enforcement of any other remedy.

Section 8.17 Exhibits. All exhibits to which reference is made are deemed incorporated in this Agreement whether or not actually attached.

IN WITNESS WHEREOF, the Parties have executed this First Amended Joint Exercise of Powers Agreement for Funding of Phase 8 Water Supply Projects and Other Integrated Regional Water Management Plan Projects.

ANDERSON – COTTONWOOD IRRIGATION DISTRICT

BY: Brenda Haynes
President

ATTEST: Sandy
Secretary

BIGGS-WEST GRIDLEY WATER DISTRICT

BY: R.R. Assembly
President

ATTEST: Benny Bradford
Secretary

BROWNS VALLEY IRRIGATION DISTRICT

BY: Janis J. Wheeler
President

ATTEST: Walter Cott
Secretary

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BUTTE WATER DISTRICT

BY: Robert C. Waller
President

ATTEST: Mark Dine
Secretary

FEATHER WATER DISTRICT

BY: David J. Fisher
President

ATTEST: Deborah J. Fisher
Secretary

GLENN-COLUSA IRRIGATION DISTRICT

BY: Ronald R. Branford
President

ATTEST: Shirley L. Beth
Secretary

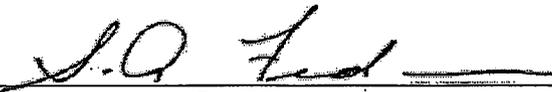
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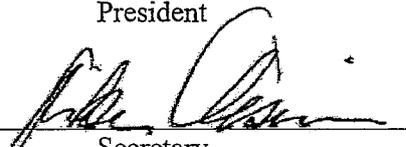
MAXWELL IRRIGATION DISTRICT

BY: 
President

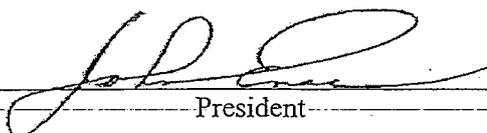
ATTEST: 
Secretary

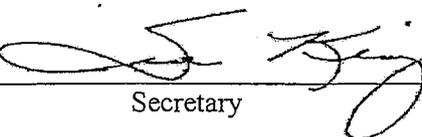
MERIDIAN FARMS WATER COMPANY

BY: 
President

ATTEST: 
Secretary

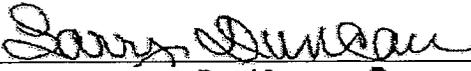
ORLAND-ARTOIS WATER DISTRICT

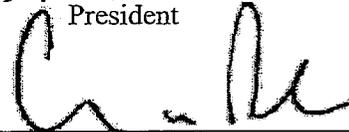
BY: 
President

ATTEST: 
Secretary

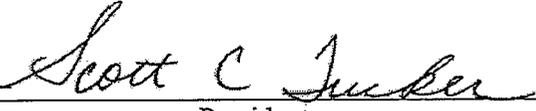
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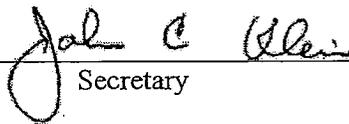
PARADISE IRRIGATION DISTRICT

BY: 
President

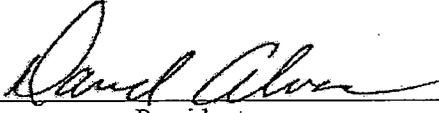
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Secretary

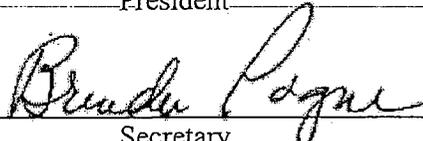
PELGER MUTUAL WATER COMPANY

BY: 
President

ATTEST: 
Secretary

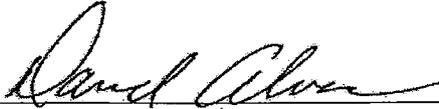
PRINCETON-CORDORA-GLENN-IRRIGATION DISTRICT

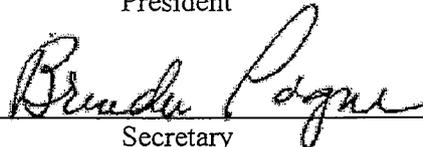
BY: 
President

ATTEST: 
Secretary

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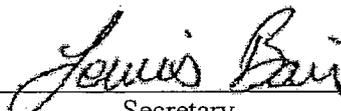
PROVIDENT IRRIGATION DISTRICT

BY: 
President

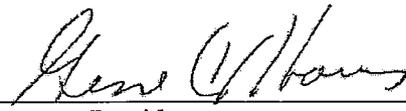
ATTEST: 
Secretary

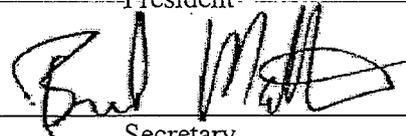
RECLAMATION DISTRICT NO. 108

BY: 
President

ATTEST: 
Secretary

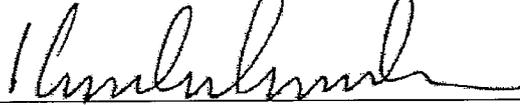
RICHVALE IRRIGATION DISTRICT

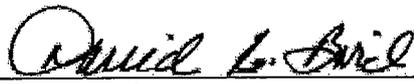
BY: 
President

ATTEST: 
Secretary

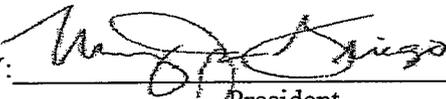
IN WITNESS WHEREOF, the Parties have executed this First Amended Joint Exercise of Powers Agreement for Funding of Phase 8 Water Supply Projects and Other Integrated Regional Water Management Plan Projects.

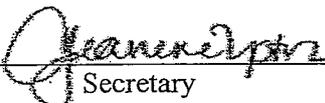
TEHAMA COLUSA CANAL AUTHORITY

BY: 
President

ATTEST: 
Secretary

YUBA COUNTY WATER AGENCY

BY: 
President

ATTEST: 
Secretary

YUBA COUNTY WATER DISTRICT

BY: 
President

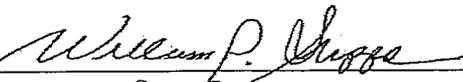
ATTEST: 
Secretary

Exhibit A

Anderson-Cottonwood Irrigation District
Biggs-West Gridley Water District
Browns Valley Irrigation District
Butte Water District
Feather Water District
Glenn-Colusa Irrigation District
Maxwell Irrigation District
Meridian Farms Water Company
Orland-Artois Water District
Paradise Irrigation District
Pelger Mutual Water Company
Princeton-Cordora-Glenn- Irrigation District
Provident Irrigation District
Reclamation District No. 108
Richvale Irrigation District
Tehama Colusa Canal Authority
Yuba County Water Agency
Yuba County Water District