



**SUTTER-BUTTE FLOOD CONTROL AGENCY  
JOINT EXERCISE OF POWERS AGREEMENT**



## Table of Contents

	Page
Recitals.....	1
Article I. Purpose and Powers.....	2
1. Definitions.....	2
2. Agency Created.....	3
3. Boundaries of the Agency.....	3
4. Purpose of the Agreement; Common Power to be Exercised .....	4
5. Water Control Works.....	4
6. Powers.....	4
Article II. Organization .....	6
7. Membership .....	6
8. Governing Body of the Agency .....	6
9. Principal Office.....	7
10. Meetings.....	7
11. Quorum .....	7
12. Powers and Limitations Thereon .....	7
13. Minutes .....	8
14. Rules .....	8
15. Vote or Assent of Parties .....	8
16. Officers .....	8
17. Executive Director .....	9
Article III. Veto Power .....	9

18. Exercise of Veto.....	9
19. Authorization or Ratification of Veto.....	10
Article IV. Planning.....	10
20. Planning Policy.....	10
Article V. Projects.....	11
21. Projects.....	11
Article VI. Budgets and Payments.....	11
22. Budget.....	11
23. Contributions for Operation Expenses.....	11
24. State and Federal Grants and Loans.....	12
25. Reimbursement of Funds.....	12
Article VII. Maintenance and Operation of Facilities.....	12
26. Maintenance and Operation of Facilities.....	12
Article VIII. Accounting and Audits.....	13
27. Accounting Procedures.....	13
28. Audit.....	13
Article IX. Property Rights.....	13
29. Agency Facilities.....	13
30. Liabilities.....	13
Article X. Liability of Board.....	13
31. Use of Agency Funds.....	13
Article XI. Rescission, Termination, Withdrawal, Assignment.....	14
32. Term.....	14

33. Rescission or Termination .....	14
34. Disposition of Property Upon Termination .....	14
35. Withdrawal.....	14
36. Admission of New Parties .....	15
37. Amendments .....	15
38. Notice of Agreement or Amendment .....	15
39. Assignment; Binding on Successors.....	15
40. Notice.....	16
41. Construction.....	16
42. Final Agreement.....	16

**SUTTER-BUTTE FLOOD CONTROL AGENCY  
JOINT EXERCISE OF POWERS AGREEMENT**

This agreement is made and entered into by and among the following parties:

- a. County of Sutter.
- b. County of Butte.
- c. City of Yuba City.
- d. City of Live Oak.
- e. City of Gridley.
- f. City of Biggs.
- g. Levee District 1 (hereafter referred to as "LD 1").
- h. Levee District 9 (hereafter referred to as "LD 9").
- i. Sutter County Water Agency (hereafter referred to as "Sutter Water Agency").

Any previous versions of this Agreement that may have been approved prior to the approval and execution of this Agreement by all of the Parties are of no force and effect.

**RECITALS**

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

B. There exists a need for coordinated planning to control waters within, or flowing into, the boundaries of the Parties for the protection of private and public property within such boundaries.

C. There is a need for coordinated and regional effort to finance, provide, and maintain Facilities and Works necessary to ensure not less than the minimum level of flood protection, as defined by the Federal Emergency Management Agency and the State Department of Water Resources (DWR), in developed and urbanizing areas which are designated for residential, commercial, or industrial uses, and within agricultural areas within the boundaries described in Section 3 and shown on Exhibit A.

D. There is a need to provide local assurances and participate in cost sharing for flood control work as required by regulations promulgated by the California Department of Water Resources for the expenditure of bond funds provided by Proposition 1E,

Disaster Preparedness and Flood Prevention, and Proposition 84, Water Quality, Safety and Supply, Flood Control, Natural Resource Protection, Park Improvements, Bonds, Initiative Statute, and any future federal assistance for Facilities or Works necessary to achieve an interim 100 and at least a permanent 200-year flood protection to urbanized areas in excess of 10,000 people, as well as resolve Water Control problems.

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

F. Each of the Parties is authorized to contract with each other for the joint exercise of any common power under Article I, Chapter 5, Division 7, Title 1 (commencing with section 6500) of the Government Code.

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

**ARTICLE I.**  
**PURPOSE AND POWERS**

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

a. "Agreement" means this Joint Exercise of Powers agreement.

b. "Agency" means the "Sutter-Butte Flood Control Agency" formed pursuant to this Agreement.

c. "Board" or "Board of Directors" means the governing body of the Agency as established in Section 8 of this Agreement.

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

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

f. "Effective Date" means the date the last party signs the Agreement.

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

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

i. "Other Entity" means a city, county, any irrigation, reclamation, levee or levee maintenance, and drainage district, or any other district or public entity which is not a

Party of the Agency and which has authority to construct, operate and maintain Water Control Works.

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

k. "Project" means any Facilities or Works planned, developed, designed, or constructed by the Agency.

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

m. "Work" or "Works" means watercourses, drainage channels, conduits, ditches, canals, water storage facilities, pumping plants, levees, buildings, and other structures utilized for the control and disposal of waters within the boundaries for the Parties or for the control and disposal of waters outside and running into the boundaries of the Agency and for which said Facilities and improvement are required either for the protection of the property therein or for the purpose of conserving any waters for beneficial use within the boundaries of the Agency. "Works" shall also include the acquisition of rights-of-way and easements for any purpose.

2. **Agency Created.** There is hereby created a joint powers agency to be known as the "Sutter-Butte Flood Control Agency". The Agency is formed by this Agreement pursuant to the provisions of Article I, Chapter 5, Division 7, Title 1 commencing with section 6500 of the Government Code of the State of California. The Agency shall be a public entity separate from the Parties hereto.

3. **Boundaries of the Agency.** The geographic boundaries of the Agency situated in Butte County and Sutter County shall be described as BEGINNING at the intersection of the right [westerly] levee of the Feather River and the southerly boundary of the Thermolito Afterbay; thence southerly along said right levee to the confluence with Sutter Bypass; thence northerly along the left [east] levee of Sutter Bypass to its confluence with the Wadsworth Canal; thence northerly along the left [east] levee of Wadsworth Canal to the West Intercepting Canal; thence west along the West

Intercepting Canal to the base of the Sutter Buttes (the base being defined as running along the 80-foot elevation [NAVD 29] contour of the USGS 7.5 minute Quadrangle maps), thence counter-clockwise along said base of the Sutter Buttes Mountains to North Butte Road; thence westerly along North Butte Rd to the North-South centerline of Section 29, Township 17 North, Range 1 East, MDM; thence northerly along the aforesaid line to the Cherokee Canal; thence northerly along the Cherokee Canal to its intersection with the Biggs Extension Canal; thence southeasterly along the Biggs Extension Canal to the westerly extension of the southern Thermolito Afterbay Levee; thence easterly along said westerly extension and the southerly boundary of the Thermolito Afterbay to the place of beginning. If any of the geographical features mentioned herein are relocated, it is the intention that the Agency boundary follows the relocated feature. A map of the Agency's geographic boundaries is attached hereto as Exhibit A.

4. **Purpose of the Agreement; Common Power to be Exercised.** Each Party has in common the power to study, plan for, develop, finance, acquire, construct, maintain, repair, improve, manage, operate, and control Water Control Works and Facilities for the protection of the public either alone or in cooperation with the United States, the State of California, or other entities. The purpose of this Agreement is to jointly exercise the foregoing common powers in the manner hereafter set forth.

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

6. **Powers.** The Agency shall have the power in its own name to do any of the following to the extent that the Parties have all of these powers in common:

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



- b. To make and enter into contracts necessary to the full exercise of its powers.
- c. To contract for the services of engineers, attorneys, planners, financial consultants, and separate and apart therefrom, to employ such other persons as it deems necessary.
- d. To implement flood control programs or projects that evaluate, rehabilitate, reconstruct, repair, replace, improve, or add to the facilities of the State Plan of Flood Control in the Central Valley, as defined in Proposition 1E, section 5096.805 of the California Public Resources Code.
- e. To acquire, develop, control, construct, manage, maintain, improve, operate, repair, and replace any Projects, Facilities, or Works; provided, however, that the Agency shall not construct, maintain or operate any Water Control Works or Facilities within the jurisdictional boundaries of the Parties or Other Entity without the prior written agreement of the governing body of the affected Party or Other Entity.
- f. To enter into agreements with the United States of America, the State of California, or any other governmental agency to provide a portion or all, of the local contribution which may be required for any Projects, Facilities or Works constructed by the state or federal governments or the Parties.
- g. To acquire, by eminent domain or otherwise, and to hold and dispose of property necessary to the full exercise of its powers.
- h. To incur debts, liabilities or obligations subject to limitations set forth herein.
- i. To levy and collect special benefits assessments and to issue revenue bonds as hereinafter provided.
- j. To levy and collect special capital assessments.
- k. To impose and collect property-related fees.
- l. To impose and collect special and general taxes.
- m. To sue and be sued in its own name.
- n. To prescribe, revise and collect fees as a condition of development of land.
- o. To apply for, accept and receive state, federal or local licenses, permits, grants, loans or other aid from any agency of the United States of America, or of the State of California necessary for the Agency's full exercise of its powers.

- p. To perform all acts necessary or proper to carry out fully the purpose of this Agreement.
- q. To purchase insurance, self-insure, and to enter into insurance pooling arrangements.
- r. To the extent not herein specifically provided for, to exercise any powers in the manner and according to methods provided under the laws applicable to the County of Sutter.

With reference to the restriction on the manner of exercising powers under Government Code section 6509, the designated agency is Sutter County.

**ARTICLE II.**  
**ORGANIZATION**

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

8. **Governing Body of the Agency.** (a) The business of the Agency shall be conducted by a Board of Directors consisting of thirteen (13) persons selected by the governing board of the Parties. The Board shall be comprised as follows: two (2) board members from the Sutter County Board of Supervisors; two (2) council members from the City of Yuba City; one (1) council member from the City of Live Oak; two (2) board members from the Butte County Board of Supervisors; one (1) council member from the City of Gridley; one (1) council member from the City of Biggs; two (2) members of the Board of Directors from LD 1; and two (2) members of the Board of Directors from LD 9.

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

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

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

(e) Agency shall develop and adopt a travel and business expense policy that complies with the Internal Revenue Service guidelines and other applicable laws.

9. **Principal Office.** The principal office of the Agency shall be established by the Board. The Board is hereby granted full power and authority to change the principal office from one location to another within the boundaries of the Agency. Any change shall be noted by the secretary under this section but shall not be considered an amendment to this Agreement.

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

11. **Quorum.** Eight (8) of the Directors with at least seven-eighths (7/8) of the Parties represented by at least one Director each shall constitute a quorum for the purposes of transacting the Agency's general business. Except as otherwise provided, the vote of a super-majority (8) of all the Directors of the Agency shall be required for the Agency to take action.

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

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

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

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

16. **Officers.** There shall be selected from the membership of the Board, a chairman and vice chairman. The Treasurer of the City of Yuba City shall be the treasurer of the Agency, and shall be the depositary and shall have custody of all money of the Agency, from whatever source. The treasurer shall perform the duties specified in Government Code Section 6505.5. The City of Yuba City Chief Financial Officer shall be the financial officer of the Agency and shall perform the auditing functions for the Agency as provided in Government Code sections 6505 and 6505.5. All warrants drawn by the financial officer to pay demands and claims against the Agency shall be approved by the Board. In addition, the Board shall have the power to appoint such additional officers as it deems necessary.

The treasurer and financial officer hereby designated may be changed only by the majority of the Directors. The chairman and vice chairman shall hold office for a period of one year commencing July 1 of each and every fiscal year; provided however, that the first chairman, vice chairman and secretary appointed shall hold office from the date of their appointment to June 30 of the next ensuing fiscal year. The public officer or officers or persons who have charge of any funds or securities of the Agency shall be bonded by the Agency and the amount of their bond or, in the alternative, the Agency's costs of retaining said bond, shall be designated in the applicable budget and thus fixed.

All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, relief, disability, workmen's compensation and other benefits which apply to the activity of officers, agents, or employees of any of the Parties when performing their respective functions shall apply to them to the same degree and

extent while engaged in the performance of any of the functions and other duties under this Agreement. None of the officers, agents, or employees appointed by the Board shall be deemed by reason of their appointment by the Board to be employed by any of the Parties or by reason of their appointment by the Board to be subject to any of the requirements of such Parties.

17. **Executive Director.** The Executive Director of the Agency shall be appointed by, and serve at the pleasure of, the Board of Directors. The Executive Director shall be responsible to the Board for the proper and efficient administration of the Agency. In addition to other powers and duties herein provided, the Executive Director shall have the power:

- a. Under policy direction of the Board, to plan, organize and direct all regional water control activities.
- b. To appoint and to remove all Agency employees, all of whom shall serve at the pleasure of the Executive Director, except as is otherwise provided by law or by this Agreement.
- c. To authorize expenditures within the designations and limitations of the approved Budget.
- d. To make recommendations to and requests of the Board concerning all of the matters and things which are to be performed, done or carried out by said Board.

The Executive Director may be removed by majority vote (7) of all the Directors for cause or by a two-thirds vote (9) of all of the Directors without cause.

### **ARTICLE III. VETO POWER**

18. **Exercise of Veto.** A single Party may exercise a veto with respect to the following items: a) the planning, development, design, construction, improvement, repair, replacement, control, management, and/or acquisition of Projects, Works or Facilities within its boundaries; b) the Agency's assumption of the Party's maintenance and operation responsibilities for currently existing levees, Projects, Facilities or Works; c) the imposition of any assessment, fee, charge, or tax within its boundaries to be levied

for any Projects, Facilities or Works authorized pursuant to this Agreement; and d) the construction and/or acquisition of a new cross levee within the boundaries of any Party.

**19. Authorization or Ratification of Veto.** In order for a Party to exercise its veto, the majority of the Party's governing board must authorize or ratify, by resolution, the exercise of that veto by the Party's representative(s) on the Board. The vote of the Party's governing board to veto any of the actions specified in Section 18 of this Agreement shall be evidenced by a certified copy of the resolution of the Party's governing board adopted by an affirmative vote of the majority of the Party's governing board. Such resolution must be filed with the Agency no later than 30 days from the date of the Agency's action that is the subject of the veto. A Party may exercise its veto power within 30 days of the date of the Agency's action that is the subject of the veto by an affirmative vote of the majority of the Party's governing board, whether or not the Director(s) and/or alternates representing the Party were present at the meeting at which the action was taken that is the subject of the veto and/or regardless of the vote for such action of the Party's Director(s) and/or alternate(s).

#### **ARTICLE IV. PLANNING**

**20. Planning Policy.** In keeping with the purpose of this Agreement, the Parties hereby authorize and direct the Board to undertake and/or participate in such studies and planning as necessary to provide for the control of waters of or within the boundaries of the Parties. The specific objective thereof shall be to obtain a regional solution to the Water Control problems. To achieve this objective, the studies and planning may include but are not limited to, proposals for the rehabilitation or elevation of levees, and assumption and/or maintenance of Water Control Works of any of the Parties of the Agency. The studies and planning shall also concentrate on the financing methods for such proposals, as well as the allocation of costs among the Parties. Consideration shall be given to the benefit to the Agency of acquiring and/or operating Facilities presently owned by Parties and the allocation of maintenance costs to the Parties.

**ARTICLE V.**  
**PROJECTS**

21. **Projects.** The Agency's Projects are intended to consist of the developing, designing, acquiring, constructing, and improving Projects, Works and Facilities as well as funding (including local cost shares of federal projects) of the same, required to attain interim 100 year, and a minimum of 200-year flood protection as well as the resolution of Water Control problems within the boundaries of the Agency. The Agency may undertake the construction, improvement, rehabilitation, or funding of all or any portion of the Projects on its own or in conjunction and cooperation with the United States, the State of California, or other public entity. Construction, improvement, rehabilitation, or funding of Project Facilities may be all at one time or in sequence. Funding for internal flood control projects may be from monies raised specifically for that purpose.

**ARTICLE VI.**  
**BUDGETS AND PAYMENTS**

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

23. **Contributions for Operation Expenses.** (a) The initial commitment of operation funds to the Agency shall be made by the County of Sutter, the City of Yuba City, and LD1 subject to the budget approval process of each Party.

(b) It is understood that upon the formation of the Agency, the County of Sutter and the City of Yuba City shall be reimbursed for those costs incurred since March 1, 2007 for the establishment and operation of the Agency, to the extent that the Agency receives sufficient funding from sources including but not limited to: grants, assessments, fees, and taxes.

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

(d) The Board may raise additional funds for the operating expenses of the Agency from time to time in accordance with the powers granted to the Agency in this Agreement.

(e) In accordance with Government Code Section 6512.1, repayment or return to the Parties of all or part of any contributions made by the Parties may be directed by the Board at such time, and upon such terms as may be consistent with any revenue bond issue.

**24. State and Federal Grants and Loans.** It is understood and acknowledged that some Projects may qualify for grant or loan funding from the State of California or the federal government, including but not limited to grant or loan funding from the State of California pursuant to Propositions 1E and 84 and applicable California Water Code sections. The Board shall have the power, in its discretion, to contract for such funding of eligible Projects. Funds received by the Agency from such sources may be used to pay for, reimburse or otherwise finance such eligible Projects.

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

#### **ARTICLE VII.**

#### **MAINTENANCE AND OPERATION OF FACILITIES**

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



said Facilities, said Parties shall, by written agreement, consent thereto prior to the acquisition or construction thereof.

**ARTICLE VIII.**  
**ACCOUNTING AND AUDITS**

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

28. **Audit.** The records and the accounts of the Agency shall be audited annually by an Independent Auditor selected by the Agency and copies of such audit reports shall be filed with the State Controller and each Party within six months of the end of the fiscal year under examination.

**ARTICLE IX.**  
**PROPERTY RIGHTS**

29. **Agency Facilities.** All funds, property, Works and Facilities constructed or acquired by the Agency shall be held in the name of the Agency for the benefit of the membership of the Agency, or in the name of such other agency or entity as may be deemed appropriate by the Agency or required by law, in accordance with the terms of this Agreement.

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

**ARTICLE X.**  
**LIABILITY OF BOARD**

31. **Use of Agency Funds.** Except as otherwise provided in this Agreement, the funds of the Agency shall be used to defend, indemnify and hold harmless the Agency and any Director for their actions taken within the scope of the authority of the Agency. Nothing herein shall limit the right of the Agency to self-insure, purchase insurance, or enter into insurance pooling arrangements to provide such coverage as is hereinabove set forth.

**ARTICLE XI.**  
**RESCISSION, TERMINATION, WITHDRAWAL, ASSIGNMENT**

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

33. **Rescission or Termination.** This Agreement may be rescinded and the Agency terminated by a two-thirds vote (9) of the entire voting membership of the Agency. Nothing in this Agreement shall prevent the Parties from entering into other joint exercise of power agreements regarding regional Water Control problems so long as the duties do not conflict with the terms and conditions of this Agreement.

34. **Disposition of Property Upon Termination.** Upon termination of this Agreement, the disposition of property of the Agency, if not predetermined by law, including but not limited to Government Code section 6512, shall be as follows:

a. If the purpose of the Agreement has been completed, then any surplus funds on hand shall be returned in proportion to the contributions made.

b. If the purpose of the Agreement has not been completed, then any surplus funds on hand shall be distributed as determined by the Agency.

c. The disposition or distribution of Facilities and Works will be as determined by the Agency.

d. Any real or personal property that was contributed to the Agency by a Party will be returned to the contributing Party or, at the contributing Party's request, as determined by the Agency.

e. Any remaining real or personal property of the Agency that is not a Facility or Works and was not contributed by a Party will be disposed of or distributed as determined by the Agency.

35. **Withdrawal.** (a) No Party may withdraw from the Agency without a two-thirds vote (9) of the entire voting membership of the Agency. Any withdrawal with a two-thirds vote (9) of the entire voting membership shall be effective on the last day of a specified fiscal year in which the withdrawal is consented to.

(b) In the event the withdrawing Party has any rights in any Facilities or obligations to the Agency, said Party cannot sell, lease or transfer said rights or be relieved of its obligations, except its obligation to pay its share of operation and

maintenance costs directly related to the use of the Facilities, without the execution of a written agreement executed by it and all Parties affected by such withdrawal. The Agency may not sell, lease, transfer or use any rights of the Party who has withdrawn without first obtaining the written consent of the withdrawn Member.

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

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

37. **Amendments.** This Agreement may be amended only in writing by the unanimous vote of all Parties.

38. **Notice of Agreement or Amendment.** Within thirty (30) days of the effective date of this Agreement or any Amendment thereto, the Executive Officer of the Agency shall cause a notice of the Agreement or Amendment to be prepared and filed with the Office of the Secretary of State pursuant to Government Code section 6503.5. Such notice shall contain the following:

- a. The name of each public agency which is a party to the Agreement.
- b. The date on which the Agreement became effective.
- c. A statement of the purpose of the Agreement or the power to be exercised.
- d. A description of the Agreement or Amendments to the Agreement, if any.

39. **Assignment; Binding on Successors.** Except as otherwise provided in this Agreement, the rights and duties of the Parties may not be assigned or delegated without the written consent of all other Parties. Any attempt to assign or delegate such rights or duties in contravention of this Agreement shall be null and void. Any approved assignment or delegation shall be consistent with the terms of any contracts, resolutions, indemnities and other obligations of the Agency then in effect. This Agreement shall

inure to the benefit of, and be binding upon, the successors and assignees of the Parties hereto.

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

41. **Construction.** This Agreement reflects the contributions of all Parties and accordingly the provisions of Civil Code section 1654 shall not apply to address or interpret any uncertainty.

42. **Final Agreement.** This Agreement represents the final agreement between the Parties as to its subject matter and supersedes all prior oral and written agreements.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the day indicated below.

CITY OF YUBA CITY

By: [Signature]  
MAYOR

Date: 11-30-07

ATTEST:

[Signature]  
CITY CLERK

APPROVED AS TO FORM:

[Signature]  
CITY ATTORNEY

COUNTY OF SUTTER

By: [Signature]  
CHAIRPERSON

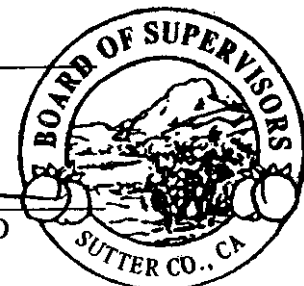
Date: 10/23/07

ATTEST:

[Signature]  
CLERK OF THE BOARD

APPROVED AS TO FORM:

[Signature] Deputy  
COUNTY COUNSEL



CITY OF LIVE OAK

By: Diane Hodges  
MAYOR

Date: 11/17/07

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

[Signature]  
CITY ATTORNEY



COUNTY OF BUTTE

By: [Signature]  
CHAIRPERSON

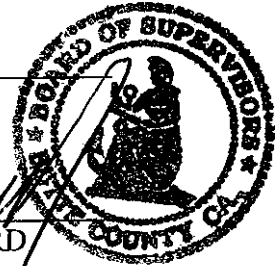
Date: 11-6-07

ATTEST:

CLERK OF THE BOARD

APPROVED AS TO FORM:

[Signature]  
COUNTY COUNSEL



CITY OF GRIDLEY

By: [Signature]  
MAYOR

Date: 11-29-07

ATTEST:

[Signature]  
CITY CLERK

APPROVED AS TO FORM:

[Signature]  
CITY ATTORNEY

CITY OF BIGGS

By: [Signature]  
MAYOR

Date: 11-28-07

ATTEST:

[Signature]  
CITY CLERK

APPROVED AS TO FORM:

[Signature]  
CITY ATTORNEY

LEVEE DISTRICT 1

By: [Signature]  
CHAIRPERSON

Date: 12/3/07

ATTEST:

[Signature]  
SECRETARY

LEVEE DISTRICT 9

By: [Signature]  
CHAIRPERSON

Date: 11/29/07

ATTEST:

[Signature]  
SECRETARY

APPROVED AS TO FORM:

Diane Steiner  
COUNSEL FOR DISTRICT

APPROVED AS TO FORM:

\_\_\_\_\_  
COUNSEL FOR DISTRICT

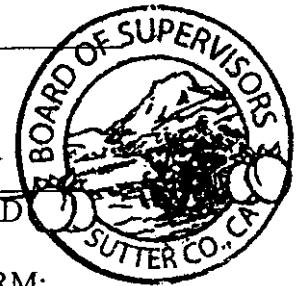
SUTTER COUNTY WATER AGENCY

By: Dan Sih  
CHAIRPERSON

Date: 12/3/07

ATTEST:

V. [Signature]  
CLERK OF THE BOARD



APPROVED AS TO FORM:

[Signature]  
COUNTY COUNSEL

