

YOLO COUNTY AGREEMENT NO. 20-20

AMENDMENT NO. 1

TO AMENDED AND RESTATED WOODLAND-DAVIS CLEAN WATER AGENCY
JOINT POWERS AGREEMENT

THIS AMENDMENT TO AGREEMENT (“**Amendment**”) is made by and between the City of Davis, a general law city (“**Davis**”), City of Woodland, a general law city (“**Woodland**”), and County of Yolo, a general law county (“**County**”). This Amendment will become effective on the date that it is signed by the last party to sign as indicated by the date associated with that party’s signature below. Davis, Woodland and County (the “**Parties**”) agree as follows:

1. Recitals. This Amendment is made with reference to the following background recitals:

A. On September 15, 2009, Davis and Woodland approved the Davis-Woodland Water Supply Project Authority Joint Powers Agreement, which created a joint powers authority known as the Davis-Woodland Water Supply Project Authority, which later was renamed as the Woodland-Davis Clean Water Agency (the “**Agency**”). Davis and Woodland established the Agency in order to develop, construct, operate, and maintain a water supply project known as the Davis-Woodland Water Supply Project (the “**Project**”).

B. On February 26, 2013, Davis and Woodland amended the September 15, 2009 agreement through the approval of the Amended and Restated Woodland-Davis Clean Water Agency Joint Powers Agreement (the “**Joint Powers Agreement**”), which is on file with each of the Parties. Capitalized terms in this Amendment that are not otherwise defined shall have the meanings as set forth in the Joint Powers Agreement.

C. On March 23, 2015, Agency and University of California, Davis (“**UC Davis**”) approved the Water Supply Contract Between Woodland-Davis Clean Water Agency and University of California, which was amended on June 29, 2015 (the “**UC Davis Agreement**”). The UC Davis Agreement provides for UC Davis to participate in the Project and receive water from the Agency. As authorized and contemplated by Joint Powers Agreement section 6.1.6, the UC Davis Agreement modified the tables in Joint Powers Agreement sections 6.1.1, 6.1.2, 6.1.3, 6.1.5 and 7.3.1 to show the Project Participant amounts and percentages that apply with UC Davis’ participation in the Project.

D. Prior to this Amendment, Davis and Woodland have been the only members of the Agency and County and UC Davis have participated as Participating Agencies under the terms of the Joint Powers Agreement.

E. For the reasons explained in the Water Rights Taxation Dispute Settlement Agreement II dated February 25, 2020 between County and Agency (which is on file with each of the Parties), and for other reasons, the Parties desire to amend the Joint Powers Agreement to add the County as a party to Joint Powers Agreement and a member of the Agency and to make the Agency a countywide agency. The purpose of this Amendment is to add the County as a full party to the Joint Powers Agreement, make the County a full

member of the Agency, and make related revisions to the Joint Powers Agreement.

F. Joint Powers Agreement section 11.8 provides for and authorizes the addition of new parties to the Agency through an amendment of the Joint Powers Agreement.

2. Amendments to Agreement. Davis and Woodland amend the Agreement as set forth in this section 2. County approves the Joint Powers Agreement as modified by the amendments in this section 2.

A. County agrees to become a party to the Joint Powers Agreement and a member of the Agency. Davis and Woodland agree that County shall become a party to the Joint Powers Agreement and a member of the Agency. With this Amendment, the Parties intend that the boundaries of the Agency for purposes of the Act shall be the combined boundaries of each of the three members of the Agency.

B. Joint Powers Agreement section 1.3 is amended to read as follows:

1.3. "Agreement" and "Joint Powers Agreement" mean this Amended and Restated Joint Powers Agreement, as amended.

C. Joint Powers Agreement section 1.24 is amended to read as follows:

1.24. "Participating Agency" means UC Davis and any other future participating agency approved pursuant to section 4.2.

D. Joint Powers Agreement section 1.26 is amended to read as follows:

1.26. "Parties" mean the City of Davis, City of Woodland, and County of Yolo. "Party" means any one of the Parties.

E. Joint Powers Agreement section 1.30 is amended to read as follows:

1.30. "Project Participants" mean the City of Davis, City of Woodland, and UC Davis. "Project Participant" means any one of the Project Participants.

F. Section 1.41 is added to the Joint Powers Agreement to read as follows:

1.41. "Cities" mean the City of Davis and City of Woodland. "City" means any one of the Cities.

G. Section 1.42 is added to the Joint Powers Agreement to read as follows:

1.42. "County" means the County of Yolo.

H. Joint Powers Agreement section 4.1 is amended to read as follows:

4.1. Membership. The Parties and members of the Agency shall be the City of Davis, City of Woodland, and County of Yolo.

I. Joint Powers Agreement section 4.2.1 is amended to read as follows:

4.2.1. UC Davis shall participate as a Participating Agency with the Agency. UC Davis is a Participating Agency because UC Davis has transferred and assigned a water right permit application to the Agency and UC Davis is a Project Participant and receives Dedicated Capacity in the Project and a water supply from the Agency. The Agency Board may by resolution approve additional Participating Agencies.

J. Joint Powers Agreement section 4.3 is amended to read as follows:

4.3. Board of Directors. The Agency shall be governed by a legislative body known as the Board of Directors. The Board shall consist of four voting Directors, with two appointed by each City, and one non-voting Director appointed by County. The non-voting Director shall not be counted towards a quorum, and may not make, or second, motions. Each Party shall also select one alternate. Each voting Director shall be entitled to one vote.

4.3.1. A Participating Agency may appoint a non-voting member to the Board who shall sit with the Directors at Board meetings, and have the right to participate in public Board discussions but shall not be counted towards a quorum, and may not make, or second, motions. A Participating Agency may also appoint an alternate member to the Board to attend in absence of the designated Participating Agency representative.

K. Joint Powers Agreement section 4.4 is amended to read as follows:

4.4. Selection of Directors. Each City shall designate and appoint two representatives to serve as voting Directors on the Board, and County shall designate and appoint one representative to serve as a non-voting Director on the Board. Each Party also shall appoint an alternate Director. For the Cities, each representative (including the alternate) shall be a city council member. For the County, each representative (including the alternate) shall be member of the County Board of Supervisors. Alternates shall assume all rights of a Director representing the appointing entity 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 that precludes participation by the Director in any decision-making process of the Agency. Each Party shall give written notice to the Agency Secretary of the names of its Directors and alternate Director. The names of all directors and alternates shall be on file with the Board. Each of the Directors and alternate Directors shall hold office from the first meeting of the Board after the appointment of the Director or alternate Director until a successor is selected. Directors, alternate Directors and Participating Agency members shall serve at the pleasure of the governing body of their appointing Parties or agency and may be removed at any time, with or without cause, at the sole discretion of such governing body.

L. Joint Powers Agreement section 4.6.3 is amended to read as follows:

4.6.3. For the purposes of transacting the business of the Board, a quorum shall consist of three voting Directors and a majority vote of the four voting Directors (i.e., at least three affirmative votes) shall be required for any Board action, except where different voting requirements are provided for in this

Agreement or by state law. In calculating and determining any supermajority vote requirement, the denominator for purposes of the calculation shall be four.

M. Joint Powers Agreement sections 4.9, 6.3, 6.4, 10.3 and 10.4 are amended to change "Party" and "Parties" (wherever the terms appear in such sections) to "City" or "Cities," respectively.

N. Joint Powers Agreement sections 8 and 10.2 and Exhibit C are deleted.

O. Section 10.5 is added to the Joint Powers Agreement to read as follows:

10.5. County Withdrawal. County may withdraw from the Agency by resolution passed by the Board of Supervisors. County's withdrawal shall be effective one year following delivery of the resolution to the Agency, unless such time period is waived by resolution approved by the Board of Directors.

P. Joint Powers Agreement section 11.8 is amended to read as follows:

11.8. Amendment. Sections 6 and 7 of this Agreement may be modified or amended by a subsequent written agreement approved by the city council of each City and executed by both Cities. Other sections of this Agreement may be modified or amended by a subsequent written agreement approved by the governing board of each Party and executed by all Parties. The addition of new parties to the Agency shall require an amendment of this Agreement approved by the governing board of each Party and executed by all Parties.

Q. Joint Powers Agreement section 11.10 is amended to read as follows:

11.10. Notice. Any notice, demand, invoice or other communication required or permitted to be given under this Agreement shall be in writing and either served personally or sent by prepaid, first class U.S. mail and addressed as follows:

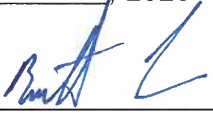
Davis:	Woodland:	County:
City Manager City of Davis 23 Russell Boulevard Davis, CA 95616	City Manager City of Woodland 300 First Street Woodland, CA 95695	County Administrator County of Yolo 625 Court Street, Room 202 Woodland, CA 95695

Any Party may change its address by notifying the other Parties in writing of the change of address.

3. No Effect on Other Provisions. Except for the amendments in section 2 of this Amendment, the remaining provisions of the Joint Powers Agreement are unaffected and remain in full force and effect. Nothing in this Amendment affects or modifies the UC Davis Agreement or the tables in Joint Powers Agreement sections 6.1.1, 6.1.2, 6.1.3, 6.1.5 and 7.3.1 as modified by the UC Davis Agreement.

CITY OF DAVIS


Date: March 10, 2020

By: 
Brett Lee
Mayor

Attest:



City Clerk

Approved as to form:


Inder Khalsa
City Attorney

CITY OF WOODLAND

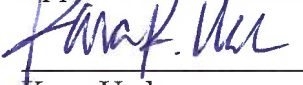
Date: Mar 9, 2020

By: 
Lansburgh, Rich
Mayor

Attest:



City Clerk

Approved as to form:



Kara Ueda
City Attorney

COUNTY OF YOLO

Date February 25, 2020

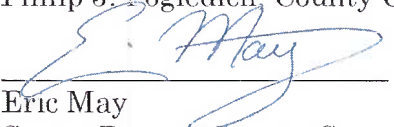
By: 
Gary Sandy
Chair, Board of Supervisors

Attest:


Clerk, Board of Supervisors

Approved as to form:

Philip J. Pogledich, County Counsel


Eric May
Senior Deputy County Counsel