

TEHAMA-COLUSA CANAL AUTHORITY
1996 AMENDED
JOINT POWERS AGREEMENT

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1 and powers.

2 3. Each of the Members is a public agency or a mutual water company, is a supplier of water,
3 and therefore is vitally interested in securing and protecting dependable and affordable sources of water
4 and the operation and maintenance of works designed to deliver such water. Each of the Members has
5 statutory power to acquire, construct, operate and maintain reservoirs, canals and works for the purpose
6 of conserving, storing and distributing water, and desires to exercise such power in common with other
7 parties to this Agreement for the purpose of operating and maintaining certain works of the Central
8 Valley Project, including the Corning and Tehama-Colusa Canals. The actual project works, and the
9 other terms and conditions of the transfer of responsibility for operation and maintenance are specified
10 in cooperative agreements between the Authority and the United States, and may be embodied in other
11 agreements or memoranda in the future.

12 4. The Authority also has and will provide information on water supply, water distribution
13 and operation and management problems affecting the parties and will seek to preserve and protect the
14 rights and benefits of the parties in the Central Valley Project and other water sources which might
15 benefit the members. The Authority may at some future date, either alone or with other parties, negotiate
16 to own, operate and control some or all of the Central Valley Project, or other reservoirs, dams, canals,
17 works and other facilities or property, and may be involved in matters concerning the parties' rights to
18 water.

19 NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions
20 hereinafter set forth, it is agreed by and among the parties hereto as follows:

21
22 **A G R E E M E N T**

1 **ARTICLE 1. DEFINITIONS**

2 As used in this Agreement, unless the context requires otherwise, the meaning of these
3 terms shall be as follows:

4 1.1 "Associate Members" means those entities admitted as Associate Members
5 in accordance with Section 3.10.

6 1.2 "Authority" means the Tehama-Colusa Canal Authority, being the separate
7 entity created by this Agreement.

8 1.3 "Board of Directors" or "Board" means the governing body of the Tehama-
9 Colusa Canal Authority as established by Section 3.1 of this Agreement.

10 1.4 "Bureau of Reclamation" or "Bureau" means the United States Department
11 of the Interior, Bureau of Reclamation or any successor owner or operator of the Central Valley Project.

12 1.5 "Canal", "Canals" or "Canal system" means the Tehama-Colusa Canal and
13 the Corning Canal and all facilities appurtenant thereto.

14 1.6 "Cooperative Agreement" means the agreement, and any successor
15 agreement of a similar nature, negotiated between the Authority and the Bureau under the terms of which
16 the Bureau transfers the responsibility for operation and maintenance of the Canal system to the
17 Authority.

18 1.7 "Fiscal Year" means that period of twelve (12) months which is established
19 as the fiscal year of the Tehama-Colusa Canal Authority pursuant to Section 4.1 of this Agreement.

20 1.8 "Project" means the Tehama-Colusa Canal Authority Project, as more
21 particularly described in Article 2 of this Agreement.

22 1.9 "Members" means those parties to this Agreement listed in Exhibit "A"

1 attached hereto, and including any parties which shall hereafter become Members. Members must have
2 a contract with the Bureau under which water is delivered directly to or for that Member through some
3 portion of the Canals. In the case of a Master Contract for water service through some portion of the
4 Canals, the Master Contractor shall only be eligible to be an Associate Member, unless the Master
5 Contractor sells some portion of the water under the Master Contract to a retail user on the Canals. Any
6 subcontractor of the Master Contractor may become a Member so long as the subcontract is in effect.
7 Any public agency or mutual water company which presently exists or is hereafter formed within the
8 service areas of the Canals, which meets the qualifications for membership may become a Member of
9 the Authority by executing a copy of this Agreement at a later date. The terms and conditions of such
10 joinder of new Members shall be consistent with and subject to any contracts, resolutions, indentures or
11 other obligations of the Authority then in effect and such other terms and conditions as the Board
12 establishes. All Members shall participate in the Project involving contracting with the United States of
13 America for the operation and maintenance of the Canal system as more particularly defined herein. The
14 Members shall participate in other activities of the Authority as shall from time to time be carried out
15 in accordance with this Agreement.

16 **ARTICLE 2. CREATION AND PROJECT OF THE TEHAMA-COLUSA CANAL**

17 **AUTHORITY**

18 Section 2.1 - Creation. The parties, pursuant to their joint exercise of powers, hereby
19 acknowledge, confirm and join in the creation of a public entity known as the "Tehama-Colusa Canal
20 Authority", which is and shall remain a public entity separate and apart from the parties.

21 Section 2.2 - Term. This Agreement shall be effective as of June 1, 1996. Execution of
22 this Agreement will be evidenced by adoption by the governing board of the party of a resolution in

1 substantially the same form as that attached hereto as Exhibit "B". As soon as practical, the Authority
2 will prepare and distribute to all the Members an Exhibit "A", listing the names and addresses of the
3 parties to this Agreement.

4 Notwithstanding any other provision herein, this Agreement shall remain in effect and be
5 binding upon the parties hereto and upon all subsequent parties joined herein for such a period as the
6 Authority desires to operate and maintain the Canal system, or to perform other activities as more
7 particularly set forth herein; or until terminated by mutual agreement of three-quarters (3/4) of the
8 Members. The foregoing provision shall not apply, however, to any party which withdraws from its
9 participation in the Authority in accordance with this Agreement.

10 Section 2.3 - Purpose and Powers. The purpose of this Agreement is to provide for the
11 joint exercise, through the Authority, of the powers common to each of the parties, and the Authority is
12 hereby conferred the power to do the following:

13 2.3.1 The Authority is authorized, in its own name, to do all acts necessary to carry
14 out the Project described in Section 2.4, and including, but not limited to, any and all of the following:
15 to make and enter into contracts; to employ agents and employees; to acquire, construct, manage,
16 maintain and operate any buildings, works, or improvements; to acquire by eminent domain, or
17 otherwise, and to hold or dispose of any property; to sue and be sued in its own name; to incur debts,
18 liabilities and obligations; and to issue bonds and all other forms of indebtedness, to the extent and on
19 the terms provided by law for any of the parties herein or for any separate entity so permitted. The
20 Authority may levy assessments, or in lieu in whole or in part thereof fix and collect charges for any
21 service furnished by the Authority, whether to Members or non-Members, which, subject to Article 3.6.4,
22 shall be charged in such a manner and on such terms and conditions as the Board determines or as may

1 be required under the provisions of other agreements to which the Authority is a party. In accordance
2 with Government Code Section 6509, all of the foregoing powers shall be subject to the restrictions upon
3 the manner of exercising such powers pertaining to GLIDE WATER DISTRICT, as specified in the
4 California Water District Law, Division 13 of the California Water Code, commencing at Section 34000.

5 2.3.2 To acquire and protect water rights, enter into contracts, obligations and
6 commitments with the United States of America, the State of California, and other persons and entities
7 in connection with carrying out the Authority's activities and interests and that of its Members, and to
8 develop, design, finance, acquire, construct, operate and maintain dams, reservoirs, tunnels, conduits,
9 canals and hydroelectric facilities and all other facilities or property in order to acquire, divert, store and
10 distribute water or power for beneficial use, provide information on water supply, water distribution and
11 operation and management problems affecting the parties, and preserve and protect the rights and
12 benefits of the parties in their water supplies and in the Central Valley Project.

13 2.3.3 The Authority shall also have such powers as are incidental, necessary and
14 convenient to the mutual benefit and interest of such purposes and of the Members.

15 2.3.4 The Authority shall not have the power, except with the unanimous consent
16 of all the Members, to enter into any agreements or take any action that would decrease, restrict, or in
17 any manner alter, modify or limit the water supply or contractual entitlement to water of any of the
18 Members.

19 Section 2.4 - Description of Project. The Authority may enter into a contract with the
20 Bureau to operate and maintain the Canals, including the in-line control facilities, turnouts, measuring
21 devices, associated water level control devices, water level recording instruments and other appurtenant
22 structures, and such other facilities of the Central Valley Project as the Bureau and the Authority deem

1 desirable. If the Board of Directors deems it to be in the best interests of the Authority, it may also enter
2 into such other contracts, obligations and commitments with the United States of America, the State of
3 California, and other persons and entities in connection with the development, design, financing,
4 acquisition, construction, operation and maintenance of dams, reservoirs, tunnels, conduits, canals and
5 hydroelectric facilities, and all other facilities or property; to acquire, divert, store and distribute water
6 or power for beneficial use, provide information on water supply, water distribution and operation and
7 management problems affecting the parties and preserve and protect the rights and benefits of the parties
8 in their water supply and in the Central Valley Project; and to carry out such other activities as are
9 incidental, necessary and convenient to the mutual benefit and interest of such Project or of the Members.

10 **ARTICLE 3. INTERNAL ORGANIZATION**

11 Section 3.1 - Governing Body. The Authority shall be governed by a Board of Directors
12 which is hereby established and which will be composed of one (1) representative of each of the
13 Members, selected and designated in writing from time to time by the governing body of the respective
14 Member from among the elected members of that entity's governing body. Each Member, in addition
15 to appointing its member of the Board, shall appoint at least one (1) alternate to the Board who shall be
16 an elected official, officer or employee of that party, but need not be an elected member of that party's
17 governing body. The role of each alternate Director shall be to assume the duties of the Director
18 appointed by his or her Member entity in case of the absence or unavailability of such Director. The
19 Directors and alternates so named shall continue to serve until their respective successors are appointed.
20 If a Member chooses to designate more than one alternate it shall designate the alternates in the order
21 in which they shall serve, and any per diem paid to Directors and alternates shall be paid to no more than
22 one Director and one alternate for any one event per day.

1 Section 3.2 - Subcommittees. The Chairman shall have the power and authority to appoint
2 such subcommittees of the Board and such other advisory committees, as is necessary from time to time
3 to carry out the purposes of this Agreement.

4 Section 3.3 - Executive Committee. The Board may establish an Executive Committee,
5 the membership of which shall be three Directors or Alternate Directors appointed by the Chairman and
6 approved by the Board, to serve at its pleasure. The Executive Committee will advise the General
7 Manager, as he requests or the Committee determines is appropriate, on the conduct of his duties and the
8 execution of the Board's policies. The Executive Committee shall take no action independently of, and
9 it shall only be an advisory committee to, the Board unless specifically directed otherwise. Nothing in
10 this Section 3.3 shall be deemed to be a delegation of the Board's governing authority.

11 Section 3.4 - Meetings.

12 3.4.1 The Board shall hold meetings at such hour and place and with such
13 frequency as the Board determines by resolution. The Board may call special meetings, and all meetings
14 of the Board shall be called, held, noticed and conducted subject to the provisions of the Ralph M. Brown
15 Act (Government Code Sections 54950, *et. seq.*).

16 3.4.2 The Executive Committee and subcommittees shall meet from time to time
17 as required.

18 3.4.3 The Board of Directors, by resolution, will from time to time set the rates
19 of compensation and reimbursable expenses of the Board and subcommittee members.

20 Section 3.5 - Officers. Bi-annually in October the Directors shall elect, from among their
21 members, a Chairman who will be the presiding officer at all Board meetings, and a Vice-Chairman who
22 will serve in the absence of the Chairman. The Chairman and Vice-Chairman shall have the right to vote

1 on all matters coming before the Board. The Directors shall also elect or appoint a Secretary-Treasurer,
2 who need not be a member of the Board and who shall be responsible for keeping the minutes of all
3 meetings of the Board and all other official records of the Authority. If the Board deems it necessary,
4 by resolution it may separate the positions of Secretary and Treasurer. The Chairman, Vice-Chairman
5 and Secretary-Treasurer shall serve in those capacities as elected by the Board; *provided*, however, that
6 the office shall be declared vacant if the person serving dies, resigns or is removed by his or her Member
7 entity as its representative on the Board, or if his or her Member entity withdraws from this Agreement.
8 The Directors may also appoint such other officers and employees as they deem necessary to carry out
9 the purposes of this Agreement.

10 Section 3.6 - Participating Percentages.

11 3.6.1 If the Board determines that any Authority expenses should be charged as
12 participating percentages, a Member's participating percentage shall be based upon the extent of the
13 Member's use of the Canal system compared to that of other Members, that is, on the average annual
14 amount of water delivered to or for the benefit of the Member from the Canal system for the most recent
15 five years.

16 3.6.2 The term "water delivered to or for the benefit of the Member" shall include
17 any water which the Member delivers to or wheels for any purposes, or delivers to or wheels on behalf
18 of the United States to wildlife refuges in the Sacramento Valley , but shall not include water that the
19 Member wheels to other entities which are contractors for water service from the Canals unless the
20 wheeled water is not included in the calculation of those recipient entities' participating percentages.
21 From time to time the Bureau or the Authority may require one or more of the Members to take certain
22 quantities of water from the canal system in order to facilitate the cleaning of gravel beds maintained in

1 the fish facilities at the Red Bluff Diversion Dam. This is necessary when the demands of the contractors
2 receiving deliveries from the Canal do not require flow rates high enough to allow proper cleaning of the
3 gravels, and any such water will also not be included in the term "water delivered to or for the benefit
4 of the Member".

5 3.6.3 The Members' initial participating percentages will be set forth in an Exhibit
6 "C" to be attached hereto and incorporated herein. An exemplary Exhibit "C" may be attached for
7 illustrative purposes, which assumes that all the contractors which presently meet the criteria for
8 membership in the Authority join in this Agreement. An Exhibit "C" showing the initial percentages will
9 be prepared as soon as possible reflecting application of the above formula to the entities which actually
10 execute this Agreement. The participating percentages shall be recomputed annually without further
11 action by the Authority or its Members, in accordance with the above formula, on a date set by the Board,
12 and will be calculated using averages of the respective Member's annual deliveries from the Canal
13 system, based upon Authority records of such deliveries, using the records of the most recent five years
14 for each Member. The participating percentages will also be recomputed as a result of the addition or
15 withdrawal from the Authority of Members, in which event the Authority shall reallocate the
16 participating percentages among the remaining Members according to the above formula. The
17 participating percentage of a new Member will be based upon an average of annual deliveries to that
18 Member for the most recent five years, or the number of years the Member has received water through
19 the Canal system, whichever number of years is less.

20 3.6.4 At such time as the Bureau is no longer funding Authority operation and
21 maintenance of the Canal system, the participating percentages will also be amended to reflect water
22 delivered to or for the benefit of all contractors on the Canals or other agencies or entities that receive

1 the benefit of Authority operations, whether they are Members or not, and no less than ninety-five
2 percent (95%) of the Authority's expenses shall thereafter be allocated and charged to all such
3 contractors or other agencies or entities on the basis of those percentages or water charges.

4 3.6.5 The participating percentages will be separately calculated for the Members
5 served by the Corning Canal and for those served by the Tehama-Colusa Canal.

6 3.6.6 The participating percentages formula may be changed only with the
7 approval of at least three-quarters (3/4) of the Members at that time.

8 Section 3.7 - Seal; Bylaws. The Board shall adopt an official seal for the Authority and
9 may adopt such bylaws as it deems necessary to regulate the affairs of the Authority in accordance with
10 this Agreement. The bylaws may be amended from time to time by the Board as it may deem necessary.

11 Section 3.8 - Principal Office. The principal office of the Authority shall be located at
12 the Tehama-Colusa Canal Operations and Maintenance Office, 5513 Highway 162, (Post Office Box
13 1025) Willows, Glenn County, California 95988. The Board of Directors may change the principal office
14 of the Authority from one location to another, by resolution.

15 Section 3.9 - Quorum; Voting.

16 3.9.1 Each Member shall have the vote of one (1) Director or Alternate at
17 meetings of the Board. The representatives of six (6) Members shall constitute a quorum for the
18 transaction of business of the Authority. In the case of a tie vote of the Board of Directors on any
19 matter coming before the Board, such vote shall be deemed to have failed.

20 3.9.2 All questions and matters coming before the Board set forth in this
21 Subsection 3.9.2 shall be determined, provided a quorum is present, by the concurrence of two-thirds
22 (2/3) of the Members present at a meeting:

1 3.9.2.1 The Authority's entry into an agreement obligating it in the amount
2 of Fifty Thousand Dollars (\$50,000.00) or more during the term of said agreement;

3 3.9.2.2 The Authority's acquisition of real or personal property at a cost
4 to it of Fifty Thousand Dollars (\$50,000.00) or more.

5 3.9.2.3 The Authority's incurring any indebtedness of Fifty Thousand
6 Dollars (\$50,000.00) or more;

7 3.9.2.4 The Authority's acquisition of property by eminent domain under
8 applicable laws, rules and regulations affecting the Authority;

9 3.9.2.5 The Authority's commencement or prosecution of any litigation;

10 3.9.2.6 The Authority's issuance of any bonds under applicable laws, rules
11 and regulations;

12 3.9.2.7 The Authority's adoption or amendment of any budget;

13 3.9.2.8 The Authority's adoption or amendment of any bylaws.

14 3.9.3 Unless otherwise specifically provided in this Agreement, all other
15 questions and matters coming before the Board, provided a quorum is present, shall be determined by
16 the concurrence of a majority of the quorum present at the meeting. No written proxies may be used in
17 determining whether a quorum is present under the provisions of this Section or for purposes of any vote.

18 Section 3.10 - Associate Members. Upon a vote of the Board of Directors, the Authority
19 may admit Associate Members who are cities, counties, public entities or mutual water companies in
20 California but who do not otherwise qualify to be Members. Associate Members shall be charged such
21 reasonable fees for membership as the Board of Directors establishes from time to time, and shall not be
22 entitled to a seat on the Board or a vote on Authority matters. The Board, however, shall consider the

1 views of Associate Members when taking action to carry out the Project.

2 **ARTICLE 4. FINANCIAL PROVISIONS**

3 Section 4.1 - Fiscal Year. The fiscal year of the Authority shall be from October 1 through
4 September 30 of each year. The Board of Directors may by resolution change the fiscal year, if it is
5 deemed necessary.

6 Section 4.2 - Treasurer.

7 4.2.1 The Treasurer shall be the depository and have custody of all money of the
8 Authority from whatever source, subject to the applicable provisions of any indenture or resolution
9 providing for a trustee or other fiscal agent. The Treasurer shall perform the duties specified in
10 Government Code Section 6505.5. The Treasurer need not be a member of the Board of the Authority.

11 4.2.2 All funds of the Authority shall be strictly and separately accounted for
12 and regular reports shall be rendered of all receipts and disbursements at least quarterly during the fiscal
13 year. The books and records of the Authority shall be open to inspection by the member entities and by
14 bondholders as and to the extent provided by resolution or indenture. The Treasurer shall contract with
15 a certified public accountant to make an annual audit of the accounts and records of the Authority which
16 shall be conducted in compliance with Government Code Section 6505.

17 Section 4.3 - Property; Bonds. The Board of Directors shall from time to time designate
18 the officers and persons, in addition to the Treasurer, who shall have charge of, handle, or have access
19 to any property of the Authority. Each such officer and person shall file a bond, paid for by the
20 Authority, in an amount designated by the Board of Directors. Such designation shall be subject to
21 ratification by the parties in compliance with Government Code Section 6505.1.

22 Section 4.4 - Budget. By July 1st of each Fiscal Year the Board of Directors shall adopt

1 a budget for the Authority for the ensuing fiscal year. In adopting an over-all budget for the Authority,
2 the Board shall set forth separate budgets for the operation and maintenance costs expected to be incurred
3 for the Tehama-Colusa Canal, and for the Corning Canal. These separate budgets shall be developed in
4 consultation with the Members which are served by each of those canals. The Board shall distribute
5 between those separate budgets the percentage of the general costs of operation of the Authority as the
6 separate operation and maintenance budget for each canal represents of the total operation and
7 maintenance budget for both canals. The preparation of separate operation and maintenance budgets for
8 the two canals will not only allow the distribution of the general costs of operation as set forth in the
9 preceding sentence, but will also afford the Board of Directors and the Members the ability to compare
10 periodically the relative operation and maintenance expenses of the two canals.

11 Section 4.5 - Reimbursement for Authority Expenses Incurred. In accordance with the
12 Cooperative Agreement negotiated between the Authority and the United States, the United States
13 reimburses substantially all fees, costs, and expenses incurred by the Authority in connection with the
14 operation and maintenance of the Canal system as defined herein. Any expenses incurred by the
15 Authority in connection with the Cooperative Agreement to operate and maintain the Canal system but
16 finally determined by the United States not to be reimbursable to the Authority under the terms and
17 conditions of the Cooperative Agreement, and any other fees, costs and expenses incurred by the
18 Authority, shall be allocated to and paid as set forth in Sections 2.3.1 or 3.6, as determined by the Board.

19 ARTICLE 5. RELATIONSHIP OF THE TEHAMA-COLUSA CANAL

20 AUTHORITY AND ITS MEMBER ENTITIES

21 Section 5.1 - Separate Entity; Property. In accordance with Government Code Sections
22 6505 and 6507, the Authority shall be a public entity separate from the parties to this Agreement. Unless

1 and only to the extent otherwise agreed herein, the debts, liabilities and obligations of the Authority shall
2 not be debts, liabilities or obligations of the Members. The Authority shall own and hold title to all
3 funds, property and works acquired by it during the term of this Agreement.

4 Section 5.2 - Termination of a Member's Participation in the Authority. A Member may
5 withdraw by delivering a copy of a resolution to this effect to the Authority, and such withdrawal will
6 be effective on the first day of the Authority's fiscal year which begins at least six months after receipt
7 of the resolution. A Member will also be considered withdrawn immediately upon a vote of two-thirds
8 (2/3) of all the other Members, or at such time as a Member no longer meets the definition of "Member."
9 A Member will also be considered withdrawn if said Member has not paid its participating percentage
10 or any other assessment or charge of the Authority within sixty (60) days from the date of mailing the
11 first notice of the statement of participating percentages, assessments or charges. A second notice will
12 be mailed to non-paid Members by certified mail. A withdrawn Member will be responsible for its share
13 of any of the Authority's then existing obligations (less the amount of any such obligations which is
14 reimbursed by the United States in accordance with the Cooperative Agreement). A withdrawn Member
15 shall also be responsible for any amounts it owes, as of the effective date of its withdrawal, for services
16 or benefits received from the Authority. No withdrawn Member shall receive a refund of any share of
17 any Authority funds or other assets. Any such withdrawal shall also be specifically subject to and shall
18 not in any material way impair the terms, conditions and reimbursement provisions of any agreement
19 then existing between the Bureau and the Authority for the operation and maintenance of the Canal
20 system.

21 Section 5.3 - Termination of Associate Membership. Upon majority vote of the Board,
22 an Associate Member's membership may be terminated with or without cause.

1 Section 5.4 - Disposition Of Property Upon Termination or Determination by Board of

2 Surplus.

3 5.4.1 Upon termination of this Agreement or upon determination by the Board
4 that any surplus money is on hand, such surplus money will be proportionately returned to the then
5 Members of the Authority which contributed such monies.

6 5.4.2 The Board of Directors shall then offer any properties, works, rights and
7 interests (hereinafter "properties") of the Authority for sale to the Members. If no such sale is
8 consummated, then the Board of Directors shall offer the properties of the Authority for sale to any
9 governmental agency, private entity or persons for good and adequate consideration. The net proceeds
10 from any sale shall be distributed proportionately among the Members; *provided*, however, that all of
11 the properties constituting a part of the operation and maintenance project shall be sold, subject to the
12 terms, conditions and restrictions on disposition, if any, as provided for in the Cooperative Agreement.

13 5.4.3 If no such sale as provided in subparagraph 5.4.2 is consummated, then
14 all of the properties of the Authority shall be allocated in kind to the Members in the same manner as the
15 allocation of the net proceeds from the sale; *provided*, however, that any allocation of the properties or
16 net proceeds therefrom shall be subject to the terms and conditions and restrictions on disposition, if any,
17 provided for in the Cooperative Agreement. The above allocation may be modified by the agreement
18 of all the Member entities, but the decision of the Board of Directors as to the specific division of the
19 properties shall be final.

1 Section 5.5 - Agreed Upon Share of Liability or Judgment for Damages.

2 The Members shall not be obligated either jointly or severally for the debts, liabilities or
3 obligations of the Authority, except as may be specifically required by Government Code Section 895.2.
4 If any Members are, under such applicable law, held liable for the acts or omissions of the Authority
5 caused in the performance of this Agreement, because of negligent or wrongful act or omission occurring
6 in the performance of this Agreement, those Members will be entitled to contribution from each of the
7 other Members so that after that contribution each Member bears a share equal to its most recently
8 computed share of Authority assessments or charges in existence at the time the subject act or omission
9 occurred. No Member may be compelled to make contribution beyond a share of the entire judgment
10 based upon its most recently computed share (in existence as of the date of the subject act or omission)
11 of Authority assessments or charges.

12 Section 5.6 - Proportionate Distributions Any proportionate distributions referred to in
13 Sections 5.4 and 5.5 shall be made in shares which as closely as possible equal the most recent
14 computation of shares of the Members of Authority assessment or changes.

15 **ARTICLE 6. MISCELLANEOUS PROVISIONS**

16 Section 6.1 - Amendment. This Agreement may be amended only by an agreement
17 approved by three-quarters (3/4) of the Members.

18 Section 6.2 - Severability and Validity of Agreement. Should the courts or the Legislature
19 determine that participation of any party to this Agreement, or any part, term or provision of this
20 Agreement is illegal, in excess of that party's authority, in conflict with any law of the State or of the
21 United States, or otherwise rendered unenforceable or ineffectual, the validity of the remaining portions,
22 terms or provisions of this Agreement shall not be affected thereby.

1 Section 6.3 - Assignment. Except as otherwise provided in this Agreement, the rights and
2 duties of the parties to this Agreement may not be assigned or delegated without the advance written
3 consent of all the other parties, and any attempt to assign or delegate such rights or duties in
4 contravention of this section shall be null and void. Any assignment or delegation permitted under the
5 terms of this Agreement shall be consistent with the terms of any contracts, resolutions or indentures of
6 the Authority then in effect. This Agreement shall inure to the benefit of and be binding upon the
7 successors and assigns of the parties hereto. This section does not prohibit a party from entering into an
8 independent agreement with another agency regarding the financing of that party's contributions to the
9 Authority or the disposition of proceeds which that party receives under this Agreement so long as such
10 independent agreement does not affect, or purport to affect, the rights and duties of the Authority or the
11 parties under this Agreement.

12 Section 6.4 - Execution in Parts or Counterparts. This Agreement may be executed in
13 parts or counterparts, each part or counterpart being an exact duplicate of all other parts or counterparts,
14 and all parts or counterparts shall be considered as constituting one (1) complete original and may be
15 attached together when executed by the parties hereto.

16 Section 6.5 - Notices. Notices authorized or required to be given pursuant to this
17 Agreement shall be in writing and shall be deemed to have been given when mailed, postage prepaid,
18 or delivered during working hours to the addresses set forth for each of the parties hereto on Exhibit "A"
19 of this Agreement, or to such other changed addresses communicated to the Authority and the member
20 entities in writing.

21 Section 6.6 - Attorney Fees. Should any litigation be commenced between the parties to
22 this Agreement, or arising from their rights and duties in relation thereto, the prevailing party in such

1 litigation shall be entitled to its attorney's fees, as such may be determined by the Court.

2 IN WITNESS WHEREOF, the parties hereto, pursuant to resolutions duly and regularly adopted
3 by their respective Boards of Directors or governing boards, have caused their names to be affixed by
4 their proper and respective officers on the date shown on the Signature Pages attached hereto.

SIGNATURE PAGE

TEHAMA-COLUSA CANAL AUTHORITY
1996 AMENDED JOINT POWERS AGREEMENT

Executed this _____ day of _____, 1996 at _____,
California.

_____ DISTRICT

By: _____
President

By: _____
Secretary

EXHIBIT A

Colusa County Water District
P.O. Box 337
Arbuckle, CA 95912

Corning Water District
P.O. Box 738
Corning, CA 96021

Dunnigan Water District
P.O. Box 84
Dunnigan, CA 95937

Glenn-Colusa Irrigation District
344 East Laurel Street
Willows, CA 95988

Glide Water District
P.O. Box 1054
Willows, CA 95988

Kanawha Water District
P.O. Box 1054
Willows, CA 95988

Orland-Artois Water District
P.O. Box 218
Orland, CA 95963

Thomes Creek Water District
P.O. Box 1017
Corning, CA 96021

Westside Water District
5005 Highway 20
Williams, CA 95987

LaGrande Water District
P.O. Box 756
Williams, CA 95987

EXHIBIT B
SAMPLE RESOLUTION

_____ DISTRICT

* * *

RESOLUTION NO. _____

* * *

RESOLUTION APPROVING 1996 AMENDED JOINT POWERS AGREEMENT, CONFIRMING
CONTINUED MEMBERSHIP OF THE DISTRICT IN
THE TEHAMA-COLUSA CANAL JOINT POWERS AUTHORITY,
AND APPOINTING DIRECTOR AND ALTERNATE(S).

AS A BASIS AND PREMISE for this Resolution, the Board of Directors of

_____ *[Name of Agency]* finds and states as follows:

1. The United States Department of Interior, Bureau of Reclamation has negotiated with the TEHAMA-COLUSA CANAL AUTHORITY, for the Authority to assume the operation and maintenance responsibilities of the Tehama-Colusa and Corning Canals (“Canals”), and for other related purposes, and the Authority was formed for this purpose under the terms of a 1987 Joint Powers Agreement.

2. The Authority Board of Directors has prepared a 1996 Amended Joint Powers Agreement (“Agreement”), which has been presented to this Board for its review.

3. Execution of the Agreement, and continued membership of this *[District/Company]* in the Authority will afford this *[District/Company]* the opportunity to participate in the governance of the Authority, and therefore to have a voice in the direction and manner in which the Authority carries out its functions.

4. Among other things, it will be possible for the Canal contractors, through this Authority, to maintain some control over the operation and maintenance and its related costs incurred in delivering

water in the Canals' service area, and to participate in the representation of the Canal service area in matters affecting this [District/Company] and its landowners and water users.

5. The [District/Company] recognizes that membership in such a Joint Powers Authority also includes certain risks, such as the potential of joint and several liability of this [District/Company] for the acts or omissions of persons acting on behalf of the Authority, together with other risks and obligations as more fully set forth in the Agreement.

6. This Board of Directors believes that it would be in the best interest of _____ [District/Company] to continue as a member of the Tehama-Colusa Canal Authority, to approve and execute the 1996 Amended Joint Powers Agreement, and to appoint a Director and one or more Alternates to the Authority's Board of Directors.

NOW, THEREFORE, be it RESOLVED and ORDAINED that:

1. The Board of Directors has fully and completely reviewed the 1996 Amended Joint Powers Agreement presented to it.

2. The Board of Directors hereby approves the aforesaid 1996 Amended Joint Powers Agreement.

3. The Board of Directors acknowledges and agrees that _____ [District/Company] shall continue as a member of the Authority in accordance with that Agreement.

4. The President and Secretary of this [District/Company] are authorized and directed to execute the 1996 Amended Joint Powers Agreement on behalf of the [District/Company], and to convey the executed Agreement, together with a certified copy of this Resolution to the Authority.

5. _____ and _____ are appointed as the

[District's/Company's] initial Director and Alternate Director, respectively, on the Authority's Board of Directors, to serve at the pleasure of this Board. [Note: an entity may appoint more than one alternate, in which case the resolution should be modified to name the additional alternates, and to state the order in which they will serve in the Director's absence.]

PASSED AND ADOPTED at a meeting of the Board of Directors on _____, 1996, at _____, California, by the following vote:

AYES:

NOES:

ABSENT:

President

ATTEST:

Secretary

EXHIBIT C
SCHEDULE OF PARTICIPATING PERCENTAGES

[TO BE PROVIDED]