

**THIRD AMENDMENT TO
AMENDED JOINT POWERS AGREEMENT
UTICA WATER AND POWER AUTHORITY**

This Third Amendment to the Amended Joint Powers Agreement dated as of October 1, 2019, is made and entered into by and between the City of Angels (“Angels”) and Union Public Utility District (“UPUD”), each of whom is a member of the Utica Water and Power Authority (the “Authority”). Angels and UPUD are collectively referred to herein as the “members”.

RECITALS

- A. The Authority was formed by that certain Joint Powers Agreement dated December 20, 1995; and
- B. The members entered into an Amended Joint Powers Agreement dated May 18, 2005 (the “Agreement”), which superseded the December 20, 1995 Joint Powers Agreement, as amended, in its entirety; and
- C. The Agreement was amended by a First Amendment dated April 1, 2013, and by a second amendment dated March 15, 2016, which was incorrectly designated as the “Third Amendment”; and
- D. Section 7.1 of the Agreement authorizes the members to amend the Agreement pursuant to the terms of Section 7.1; and
- E. The members find that it is in the best interests of the Authority to join the California Public Employees’ Retirement System (“CalPERS”) and to adopt the CalPERS’ required amendment to the Agreement.

AGREEMENT

NOW, THEREFORE, the members agree to amend the Agreement by adding the following:

1. Section 4.7. Liability of Members for All Liabilities and Obligations of the Authority.

Each member’s proportionate share of CalPERS liability is as set forth in Sections 4.5 and 4.6. In the event that this Agreement is terminated, the Authority becomes insolvent, or the Authority’s agreement with CalPERS is terminated, each member is responsible for its proportionate share of all other outstanding Authority liabilities and obligations incurred under this Agreement and allocated in accordance with Sections 4.5 and 4.6, so that the members have fiscal responsibility for 100% of the Authority’s outstanding liabilities and obligations upon termination or insolvency. Except as

provided in Sections 4.5, 4.6, and 4.7, the members shall not be responsible for the debts, liabilities or obligations of the Authority during the operation of the Authority.

2. Except as expressly set forth above, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the members have executed this Amendment on the date(s) shown below.

UNION PUBLIC UTILITY DISTRICT

CITY OF ANGELS

By: Ralph Chick
President

By: [Signature]
Mayor

Date: 11-1-19

Date: 10/5/19

Attest: Elaine M. Urreuty
Secretary

Attest: Susan Wenger
Deputy City Clerk