

JOINT EXERCISE OF POWERS AGREEMENT
BY AND BETWEEN SOLANO IRRIGATION DISTRICT,
AND CITY OF SUISUN CITY
FORMING THE SUISUN/SOLANO WATER AUTHORITY

CONFORMED VERSION

Including Amendment 1 dated January 1, 1990

Including Amendment 2 dated April 24, 1990

Including Amendment 3 dated October 16, 1990

Including Amendment 4 dated February 6, 2007

Including Amendment 5, dated November 17, 2009

Including Amendment 6, dated September 6, 2016

This Agreement, dated for convenience as of December 31, 1988, by and between Solano Irrigation District, an irrigation district in the State of California ("SID"), and the City of Suisun City, a general law City of the State of California ("Suisun City");

WITNESSETH:

WHEREAS, SID is empowered by law to acquire, construct, maintain and operate real and personal property, and in connection therewith to acquire, construct, maintain and operate facilities for the treatment, supply and distribution of water; and,

WHEREAS, Suisun City is empowered by law to acquire, construct, maintain and operate real and personal property, and in connection therewith to acquire, construct, maintain and operate facilities for the treatment, supply and distribution of water;

NOW, THEREFORE, Solano Irrigation District and Suisun City, for and in consideration of the mutual agreements and covenants herein contained, do agree as follows:

SECTION 1: Definitions

Unless the context otherwise requires, the terms defined in this section shall for all purposes of the Agreement have the meanings herein specified.

Agreement

The term "Agreement" shall mean this Joint Exercise of Powers Agreement as originally executed and as it may from time to time be amended by all supplemental agreements entered into pursuant to the provisions hereof.

Authority

The term "Authority" shall mean the Suisun/Solano Water Authority, a joint exercise of powers authority created by the Members pursuant to the Agreement.

Board

The term "Board" shall mean the Board of the Authority.

Executive Committee

The Executive Committee shall be made up of four (4) designated positions: the SSWA Board President, the SSWA Board Vice President, the SSWA Manager, and the SSWA Assistant Manager.

Law

The term "law" shall mean Articles 1, 2 and 4 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, and all laws amendatory thereof or supplemental thereto.

Member

The term "Member" shall mean either SID or Suisun City.

Project

The term "Project" shall mean a facility for the storage, distribution, conveyance treatment or pressurization of water and all appurtenant and associated facilities to be acquired and constructed by the Authority pursuant to the Agreement.

Revenue Bonds

The term "Revenue Bonds" shall mean revenue bonds of the Authority authorized and issued pursuant to the Law to finance a Project, including temporary notes payable from the revenues of the Authority unless paid from the proceeds of such bonds.

SID

The term "SID" shall mean Solano Irrigation District, an irrigation district duly organized and existing under the Constitution and laws of the State of California.

Suisun City

The term "Suisun City" shall mean the City of Suisun City, a general law City duly organized and existing under the Constitution and laws of the State of California.

SECTION 2: Purpose

The Agreement is made pursuant to the Law and its purpose is to provide for the joint exercise of powers common to the Members. The Members are each empowered by the laws of the State of California to exercise the powers specified in the recitals herein, and in connection therewith to acquire, construct, maintain and operate facilities for the storage, distribution, conveyance, treatment or pressurization of water and all appurtenant facilities, and these common powers shall be jointly exercised in the manner hereinafter set forth. The Members shall pay for the costs and expenses associated with the maintenance and operation of the Authority and are entitled to all the revenues of the Authority in the following percentages:

Solano Irrigation District	50%
Suisun City	50%

SECTION 3: Formation of the Authority

There is hereby created pursuant to the Law an agency and public entity to be known as the "Suisun/Solano Water Authority." As provided in the Law, the Authority shall be a public entity separate from the Members, and the debts, liabilities and obligations of the Authority shall not constitute debts, liabilities or obligations of the Members or either of them.

SECTION 4: Term

The Agreement shall become effective as of the date hereof and shall continue in full force and effect until December 31, 2048 or until such time as all Revenue Bonds issued by the Authority and the interest thereon shall have been paid in full or provision for such payment shall have been made, whichever period is longer.¹

SECTION 5: Powers; Restrictions Upon Exercise

The Authority shall have power to acquire, construct, operate and maintain Projects for the purpose of storing, distributing, conveying, treating or pressurizing water and all associated or appurtenant purposes and to enter into contracts with any entity to provide security for the repayment of any Revenue Bonds issued to finance such Projects, subject, however, to the conditions and restrictions contained in the Agreement.

The Authority is authorized, in its own name, to do all acts necessary or convenient for the exercise of such powers for such purposes that each of its Members could do separately, including but not limited to any or all of the following: to make and enter into contracts; to exercise the power of eminent domain for the acquisition of property for Projects; to employ agents and employees; to acquire, construct, manage, maintain and operate any buildings, works or improvements; to acquire, hold or dispose of property; to enter into water contracts with any entity to provide water or water services to such entity and to set service charges and fees therefor; to incur debts, liabilities or obligations (which do not constitute debts, liabilities or obligations of the Members or either of them); and to sue and be sued in its own name.

Such powers shall be exercised subject only to such restrictions upon the manner of exercising such power as are imposed upon irrigation districts in the exercise of similar powers.

SECTION 6: Termination of Powers

The Authority shall continue to exercise the powers herein conferred upon it until the termination of the Agreement or until the Members shall have mutually rescinded the Agreement, except that if any Revenue Bonds are issued and delivered then in no event shall the exercise of the powers herein granted be terminated until all Revenue Bonds so issued and delivered and the interest thereon shall have been paid or provision for such payment shall have been made.

SECTION 7: Board

The Authority shall be administered by the Board, which shall consist of ten members,

¹ This section was modified by Amendment 6.

each serving in his or her individual capacity as a member of the Board, constituting the members of the Board of Directors of SID and the members of the City Council of the City of Suisun City. The term of office of each member of the Board shall continue only so long as such member is a member of either of said legislative bodies, and shall terminate if such member of the Board shall cease to be a member of either of said legislative bodies.

Members of the Board shall receive compensation for serving as such, and shall be entitled to reimbursement for any expenses actually incurred in connection with serving as a member if the Board shall determine that such expenses shall be reimbursed and there are unencumbered funds available for such purpose. The Board itself is vested with authority to set its own compensation.

SECTION 8: Executive Committee

(a) The Executive Committee shall meet on an as needed basis and meetings are subject to be called, noticed, held and conducted subject to the provisions of Sections 54950 through 54961 of the Government Code of the State of California and any amendments or supplements thereto and the Secretary of the Authority shall cause minutes of all meetings of the Committee to be kept and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each member of the Committee and to the Secretary of SID and Clerk of the City Council. A quorum shall consist of three (3) members. The concurring vote of three (3) members shall be required for any action of the Committee.

(b) The function of the Executive Committee shall be as an administrative entity and advisory body for the purposes of program development, policy formulation and program implementation in connection with the project. The Executive Committee shall exercise only the functions delegated to it from time to time by concurring resolutions of the entities, and nothing herein shall be construed to extend to the Committee the power to sue or be sued in its own name.

(c) Each Committee member may have an Alternate Member, as approved by the Board. Alternate Members are encouraged to attend and participate in Committee meetings. However, Alternate Members will only be allowed to vote, or to receive compensation for attending, when the member they are replacing does not attend the meeting.

(d) If the Committee Chairperson and Vice-Chairperson are not available, then the meeting will be rescheduled.

SECTION 9: Board Officers; Duties

(a) The Board shall, biennially, in odd-numbered years, elect a President of the Board of Directors from among its members.²

(b) The position of Board Vice President is created, and shall be filled by election biennially, in odd-numbered years.

(c) The position of Board President and Board Vice President shall be for two-year terms whereby an elected official of Suisun City and an elected official of the SID Board shall alternate filling each office, in January of each odd numbered year.

² This section was modified by Amendment 6.

(d) The position of SSWA Manager shall be filled by the person occupying the position of SID Secretary/General Manager from time to time, or his/her designee.

(e) The position of SSWA Assistant Manager shall be filled by the person occupying the position of Suisun City, City Manager from time to time, or his/her designee.

(f) The position of SSWA Secretary shall be filled by an individual chosen by the SSWA Manager from the staff of SID from time to time.

(g) The Finance Director of the City of Suisun City is hereby designated pursuant to the Law as Auditor-Treasurer of the Authority. Subject to the applicable provisions of any resolution issuing any Revenue Bonds and providing for a fiscal agent, the Auditor-Treasurer is designated as the depository of the Authority to have custody of all money of the Authority from whatever source and to draw checks to pay demands against the Authority when such demands have been approved by the Authority, and such officer shall have the powers, duties and responsibilities of the offices of auditor and treasurer of the Authority specified in the Law.

(h) The Auditor-Treasurer of the Authority is designated as the public officer or person who has charge of, handles, or has access to any property of the Authority, and such officer shall file an official bond with the Authority in the amount of \$50,000.

(i) The Board shall have the power to elect such other officers and employees as it may deem necessary and to retain independent accountants, counsel, engineers and other consultants.

SECTION 10: Meetings of the Board

(a) The Board shall hold at least one meeting each year, and, may provide for the holding of meetings at more frequent intervals. The dates upon which, and the hour and place at which, each such meeting shall be determined by the Authority, through its Executive Committee.

(b) Special meetings of the Board may be called in accordance with the provisions of Section 54956 of the Government Code of the State of California.

(c) All meetings of the Board shall be called, noticed, held and conducted subject to the provisions of Sections 54950 through 54961 of the Government Code of the State of California and any amendments or supplements thereto.

(d) The Secretary of the Authority shall cause minutes of all meetings of the Board to be kept and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each member of the Board and to the Secretary of SID and Clerk of the City Council.

(e) Three members of the Board of Directors of SID and three members of the City Council of the City of Suisun City shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time. The Board shall take no other action except upon the affirmative vote of at least three members of the respective legislative agency of each Member.

(f) If the President and Vice-President are both unavailable to attend the meeting, then the Secretary shall assume the role of President. However, in that event, the Secretary's sole purpose is to convene the Board and accept a motion from the remaining Board members to select a temporary President, provided a quorum of the Board exists.

SECTION 11: Fiscal Year

Unless and until changed by resolution of the Board, the fiscal year of the Authority shall be the period from July 1 of each year to and including the following June 30.

SECTION 12: Disposition of Assets

In the event that Revenue Bonds to finance a Project are issued as provided in Section 13 hereof, then at the end of the term of such Revenue Bonds the Project financed thereby shall be transferred to the Members as tenants in common. Upon the termination of the Agreement, all other assets of the Authority shall be distributed to the respective grantors or assignors thereof, and any surplus money on hand shall be returned to the Members in proportion to their respective contributions made.

SECTION 13: Acquisition and Construction of a Project

The Authority shall have power to proceed with the acquisition and construction of a Project when the Members shall have agreed to acquire and construct such Project and when the Authority shall have completed arrangements for obtaining funds sufficient to pay all costs of the acquisition and construction of such Project and sufficient to provide adequate replacement reserves for such Project and when all the contracts for the acquisition and construction of such Project shall have been approved by the Members and when all necessary permits for such acquisition and construction shall have been obtained.

SECTION 14: Revenue Bonds

The Authority shall have power to issue Revenue Bonds, including temporary notes payable from the revenues of the Authority unless paid from the proceeds of such bonds, from time to time in accordance with the provisions of the Law for the purpose of raising funds necessary to finance a Project and to carry out its powers under the Agreement.

SECTION 15: Agreement Not Exclusive

The Agreement shall not be exclusive and shall not be deemed to amend or alter the terms of other agreements by and between the Members.

SECTION 16: Contributions and Advances

Contributions or advances of public funds and of personnel, equipment or property may be made to the Authority by either Member for any of the purposes of the Agreement. Any such advance may be made subject to repayment, and in such case shall be repaid in the manner agreed upon by the Member making such advance and the Authority at the time of making such advance. If there is no such agreement, surplus funds existing at the termination of the agreement shall be reimbursed to the respective parties in proportion to their total contributions to the Authority.

SECTION 17: Accounts and Reports

The Authority shall establish and maintain such funds and accounts as may be required by good accounting practice and by any provision of any resolution of the Authority providing for the issuance of Revenue Bonds. The books and records of the Authority shall be open to inspection at all reasonable times by the Members and their representatives.

The Board of the Authority shall contract with a certified public accountant or public accountant to make an annual audit of the accounts and records of the Authority, and in each case the minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California and shall conform to generally accepted auditing standards; except that the Members may, by unanimous request of the Boards of Directors thereof, replace the annual special audit with an audit covering a two-year period. A report of each such audit shall be filed as a public record with each Member and with the county auditor of the county in which each Member is located, which such report shall be filed within twelve (12) months of the end of the fiscal year or years under examination. All costs of such audit shall be borne by the Authority and shall be a charge against any unencumbered funds of the Authority available for the purpose.³

The Authority shall maintain during the term of the Agreement appropriate books, records, accounts and files relating to the costs and expenses of maintenance and operation of each Project and revenues of each Project, all of which shall be open to inspection at all reasonable times by the Members and their representatives.

All the books, records, accounts and files referred to in this section shall be open to the inspection of holders of Revenue Bonds to the extent and in the manner provided in any resolution providing for the issuance of Revenue Bonds.

SECTION 18: Breach

If default shall be made by either Member in any covenant contained in the Agreement, such default shall not excuse the other Member from fulfilling its obligations under the Agreement and such other Member shall continue to be liable for the payment of all contributions and the performance of all obligations herein contained. The Members hereby declare that the Agreement is entered into for the benefit of the Authority created hereby and the Members hereby grant to the Authority the right to enforce by whatever lawful means the Authority deems appropriate all of the obligations of each Member hereunder. Each and all of the remedies given to the Authority hereunder or by any law now or hereafter enacted are cumulative and the exercise of any one right or remedy shall not impair the right of the Authority to any or all other remedies.

SECTION 19: Severability

Should any part, term of provision of the Agreement be decided by the courts to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms or provisions hereof shall not be affected thereby.

³ This section was modified by Amendment 6.

SECTION 20: Successors; Assignment

The Agreement shall be binding upon and shall inure to the benefit of the successors of each Member. Neither Member may assign any right or obligation hereunder without the consent of the other Member.

SECTION 21: Amendment of the Agreement

The Agreement may be amended by a supplemental agreement executed by the Members at any time prior to issuance of any Revenue Bonds, or at any time after the issuance of such Revenue Bonds subject to the conditions and restrictions set forth in the resolution or resolutions providing for the issuance of such Revenue Bonds.

SECTION 22: Section Headings

All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of the Agreement.

SECTION 23: Notices

Notice required to be given by this Agreement shall be in writing and shall be given by U. S. mail, postage prepaid, certified return receipt requested or by personal service during working hours to the following persons:⁴

General Manager
Solano Irrigation District
810 Vaca Valley Parkway, Suite 201
Vacaville, CA 95688

City Manager
City of Suisun City
701 Civic Center Drive
Suisun City, CA 94585

SECTION 24: Attorneys Fees

If it shall be necessary for either Party to commence legal or equitable action to enforce this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, including costs of litigation and costs for experts hired to prepare for and/or testify at such legal proceedings.


IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed, as of the day and year first above written.

[Signatures are on the following page]

⁴ This section was modified by Amendment 6.

IN WITNESS WHEREOF, the District has caused this Sixth Amendment to Joint Exercise of Powers Agreement to be executed and attested in its corporate name by its duly authorized officers and sealed with its corporate seal, and the City has caused this Sixth Amendment to Joint Exercise of Powers Agreement to be executed and attested in its corporate name by its duly authorized officers and sealed with its corporate seal, all as of the date hereinabove stated.

SOLANO IRRIGATION DISTRICT:

By: 
Glen Grant, President
Board of Directors

Attest:


Cary Keaten, Secretary
Board of Directors

Approved as to Form:

By: _____
Paul R. Minasian, District Counsel

IN WITNESS WHEREOF, the District has caused this Sixth Amendment to Joint Exercise of Powers Agreement to be executed and attested in its corporate name by its duly authorized officers and sealed with its corporate seal, and the City has caused this Sixth Amendment to Joint Exercise of Powers Agreement to be executed and attested in its corporate name by its duly authorized officers and sealed with its corporate seal, all as of the date hereinabove stated.

SOLANO IRRIGATION DISTRICT:

By: _____
Glen Grant, President
Board of Directors

Attest:

Cary Keaten, Secretary
Board of Directors

Approved as to Form:

By:  _____
Paul R. Minasian, District Counsel

CITY OF SUISUN CITY:

By: Pete Sanchez
Pete Sanchez, Mayor

Attest:

Linda Hobson, City Clerk

Approved as to Form:

By: _____
Anthony R. Taylor, City Counsel

CITY OF SUISUN CITY:

By: _____
Pete Sanchez, Mayor

Attest:



Linda Hobson, City Clerk

Approved as to Form:

By: _____
Anthony R. Taylor, City Counsel

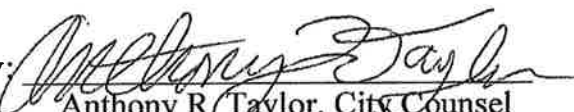
CITY OF SUISUN CITY:

By: _____
Pete Sanchez, Mayor

Attest:

Linda Hobson, City Clerk

Approved as to Form:

By: 
Anthony R. Taylor, City Counsel