

Attachment A
AMENDMENT TO THE JOINT EXERCISE OF POWERS AGREEMENT BETWEEN THE
COUNTY OF AMADOR, THE CITY OF AMADOR CITY, AND THE CITY OF SUTTER
CREEK

This Amendment to the Joint Exercise of Powers Agreement between the County of Amador, the City of Amador City, and the City of Sutter Creek (“Amendment”) is entered into this ____ day of _____, 2024, by and between the County of Amador, the City of Amador City, and the City of Sutter Creek, hereinafter collectively referred to as “members.”

RECITALS

WHEREAS, on September 19, 1978, the County of Amador and the cities of Amador City, Jackson, and Sutter Creek entered into a joint powers agreement (“Agreement”) to establish the Amador Regional Sanitation Authority (“ARSA” or “JPA”) and implement a regional wastewater disposal plan; and

WHEREAS, on November 15, 1982, the agreement was amended in its entirety to remove the City of Jackson as a member (the “Amended Agreement”); and

WHEREAS, the members desire to further amend the Amended Agreement to allow for the City of Sutter Creek to succeed ARSA for all purposes upon termination and dissolution of the JPA.

NOW, THEREFORE, the Board of Supervisors of the County of Amador, and the City Councils of the Cities of Amador City and Sutter Creek, for and in consideration of the mutual promises and agreements herein contained do agree as follows:

TERMS

1. Subparagraph 9.1(a) of Article IX of the Amended Agreement is hereby amended in its entirety to read as follows:

“(a) This amended agreement shall continue until terminated by agreement of a majority of the members hereof; provided, however, that should the City of Sutter Creek become successor-in-interest to ARSA for all purposes (pursuant to Subparagraph 9.1(b)), then the City of Sutter Creek must be one of such members agreeing to terminate and dissolve ARSA. The parties may agree to terminate by resolution of the member agencies’ governing bodies.”

2. Subparagraph 9.1(b) of Article IX of the Agreement is hereby amended in its entirety to read as follows:

“(b) The member agencies may, pursuant to subparagraph 9.1(a), agree to terminate the JPA to dissolve ARSA and authorize the City of Sutter Creek to succeed ARSA for all purposes. Should the City of Sutter Creek be intended to succeed ARSA, the City of Sutter Creek shall first give permission to the other member agencies to proceed with the dissolution before dissolution occurs. ARSA shall otherwise dissolve and terminate as set forth in subparagraph (a) hereof. In such case, the City of Sutter Creek shall have the legal power and authority to be the successor-in-

interest to ARSA, for all purposes. The City of Sutter Creek shall then operate, maintain, and pay for the Regional Outfall and assume all duties previously borne by ARSA, as its successor in interest to ARSA. Nothing shall preclude the City of Sutter Creek from entering into separate agreements or arrangements with the City of Amador City or the County of Amador with respect to costs for such wastewater treatment services.”

3. Section 9.2 of Article IX of the Agreement is hereby deleted in its entirety.

IN WITNESS WHEREOF, the members hereof have caused this Amendment to be executed by their duly authorized officers, on the first date listed above.

CITY OF SUTTER CREEK

[name], [title]

ATTEST:

[name], [title]

CITY OF AMADOR CITY

[name], [title]

ATTEST:

[name], [title]

COUNTY OF AMADOR

[name], [title]

ATTEST:

[name], [title]