

AMENDMENT NUMBER ONE
TO
JOINT POWERS AGREEMENT

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

THIS AMENDMENT NUMBER ONE, dated as of *October* 1, 1981, to Southern California Public Power Authority Joint Powers Agreement, dated as of November 1, 1980 (the "Joint Powers Agreement");

W I T N E S S E T H:

WHEREAS, City of Anaheim, City of Azusa, City of Banning, City of Burbank, City of Colton, City of Glendale, City of Los Angeles, City of Pasadena, City of Riverside and Imperial Irrigation District have entered into the Joint Powers Agreement to create a separate public entity pursuant to the provisions of Chapter 5, Division 7, Title 1, of the Government Code of the State of California, as amended; and

WHEREAS, City of Vernon has agreed to all provisions of the Joint Powers Agreement and met all the other conditions set forth in Section 13 of the Joint Powers Agreement and has become a Member for all purposes of the Joint Powers Agreement; and

WHEREAS, the Members desire to amend the Joint Powers Agreement pursuant to Section 18 thereof to provide for contribution by Members upon certain liabilities arising out of the performance of the Joint Powers Agreement, as permitted by Section 895.4, Chapter 21, Division 3.6, Title 1 of the Government Code of the State of California;

NOW, THEREFORE, the Members, for and in consideration of the mutual promises and agreements herein contained, do hereby agree as follows:

SECTION 1. Amendment to Joint Powers Agreement. The Joint Powers Agreement is hereby amended by deleting Section 7 and inserting in lieu thereof the following:

"Section 7. Limitations and Contribution.

"(a) Bonds or notes issued by the Authority under Section 6, and contracts or obligations which are entered into by the Authority to carry out the purposes for which such bonds or notes are issued and which are payable in whole or in part from the proceeds of said bonds or notes, shall not constitute a debt, liability or obligation of any Member. Pursuant to Section 6508.1 of the Government Code of the State of California, as amended, no debt, liability or obligation of the Authority shall be a debt, liability or obligation of any Member except as provided by Section 895.2 of the Government Code of the State of California in the case of injury caused by a

negligent or wrongful act or omission occurring in the performance of this Agreement.

"(b) In the event any Member is held liable upon any judgment for damages caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, and pays in excess of its Liability Share of such judgment, such Member shall be entitled to contribution from each other Member, and such Member may require each other Member to pay any amount in excess of such Member's Liability Share of such judgment which such Member has paid, but in no event shall any such other Member be so required to pay in excess of such other Member's Liability Share of such judgment.

"(c) As used in clause (b), subject to clause (d), the term 'Liability Share' shall mean, with respect to any Member, the amount of the judgment divided by the number of Members at the time the act or omission occurred.

"(d) Notwithstanding clause (c), if any portion of the judgment arises from an act or omission directly related to the studying, planning, financing, developing, acquiring, constructing, reconstructing, improving, enlarging, bettering, operating, maintaining or decommissioning any Project as to which there shall be one or more Project Contracts, with respect to such portion the term 'Liability Share' shall mean, with respect to any Member, the amount of such portion multiplied by a fraction equal to (i) such Member's then existing entitlement or right, if any, to participate in such Project, divided by (ii) the aggregate amount of all Member's then existing entitlements or rights to participate in such Project. In the event such Project involves both generation and transmission facilities and any Member's entitlement or right to participate in such Project's generation differs from that with respect to such Project's transmission, the calculation pursuant to this clause (d) shall be made on the basis of Project generation, and in the event that such calculation is being made with respect to a Project (other than a Study Project) prior to the date of commercial operation of the Project, such calculation shall be made as of the anticipated date of commercial operation of such Project.

"(e) Nothing in this Section contained shall in any way diminish the liability of any Member or other party with respect to any contract between such Member or other party and the Authority."

SECTION 2. Execution of Counterparts. This Amendment Number One may be executed in any number of counterparts. All such counterparts shall be deemed to be originals and shall together constitute but one and the same instrument.

SECTION 3. Effective Date; Effect of Amendment. This Amendment Number One shall become effective as of the date first above written. Except as amended hereby, the Joint Powers Agreement remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the Members have caused this Amendment Number One to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed, as of the date first above written.

CITY OF ANAHEIM

(Seal)

By *E. M. [Signature]*

MAYOR

ATTEST:

Linda D. Roberts
CITY CLERK

CITY OF AZUSA

(Seal)

By _____

ATTEST:

CITY OF BANNING

(Seal)

By _____

ATTEST:

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CITY OF ANAHEIM

(Seal)

By _____

ATTEST:

CITY OF AZUSA

(Seal)

By Eugene F. Moses
EUGENE F. MOSES, Mayor

ATTEST:

[Signature]
CITY CLERK

CITY OF BANNING

(Seal)

By _____

ATTEST:

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CITY OF ANAHEIM

(Seal)

By _____

ATTEST:

CITY OF AZUSA

(Seal)

By _____

ATTEST:

CITY OF BANNING

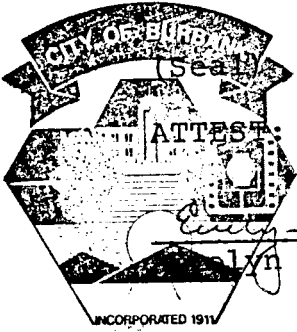
(Seal)

By Carl W. Walford
Mayor

ATTEST:

Lucille R. Elyard
City Clerk

OFFICIAL SEAL



(Seal)

ATTEST:

(Seal)

ATTEST:

(Seal)

(Seal)

ATTEST:

CITY OF BURBANK

By *Robert E. Olney*
Robert E. Olney
Mayor of the City of Burbank

CITY OF COLTON

By _____

CITY OF GLENDALE

By _____

CITY OF LOS ANGELES
By DEPARTMENT OF WATER AND
POWER OF THE CITY OF
LOS ANGELES

By _____

and _____

CITY OF PASADENA

By _____

CITY OF BURBANK

(Seal)

By _____

ATTEST:

CITY OF COLTON

(Seal)

By *Frank A. Gonzalez*

ATTEST:

Helen A. Remon

CITY OF GLENDALE

(Seal)

By _____

ATTEST:

CITY OF LOS ANGELES
By DEPARTMENT OF WATER AND
POWER OF THE CITY OF
LOS ANGELES

(Seal)

By _____

and _____

CITY OF PASADENA

(Seal)

By _____

ATTEST:

CITY OF BURBANK

(Seal)

By _____

ATTEST:

CITY OF COLTON

(Seal)

By _____

ATTEST:

CITY OF GLENDALE

(Seal)

By  _____

ATTEST:

 _____

CITY OF LOS ANGELES
By DEPARTMENT OF WATER AND
POWER OF THE CITY OF
LOS ANGELES

(Seal)

By _____

and _____

CITY OF PASADENA

(Seal)

By _____

ATTEST:

CITY OF BURBANK

(Seal)

By _____

ATTEST:

CITY OF COLTON

(Seal)

By _____

ATTEST:

CITY OF GLENDALE

(Seal)

By _____

ATTEST:

APPROVED AS TO FORM AND LEGALITY
IRA REINER, City Attorney

JUL 10 1981

By *Arthur I. Reiner*

(Seal)

CITY OF LOS ANGELES
By DEPARTMENT OF WATER AND
POWER OF THE CITY OF
LOS ANGELES

By *James J. Mulloy*
General Manager and Chief Engineer

and *Yasuko Endo*
ASSISTANT Secretary

CITY OF PASADENA

(Seal)

By _____

ATTEST:

AUTHORIZED BY RES. 6.3
AUG 13 1981

CITY OF BURBANK

(Seal)

By _____

ATTEST:

CITY OF COLTON

(Seal)

By _____

ATTEST:

CITY OF GLENDALE

(Seal)

By _____

ATTEST:

CITY OF LOS ANGELES
By DEPARTMENT OF WATER AND
POWER OF THE CITY OF
LOS ANGELES

(Seal)

By _____

and _____

CITY OF PASADENA

(Seal)

By *Paul H. [Signature]*
City Manager

ATTEST:

Pamela L. [Signature]

CITY OF RIVERSIDE

(Seal)

By Al Brown

Mayor

ATTEST:

Alice G. Lane
City Clerk

APPROVED AS TO FORM
Barbara Sims
SECT. CITY ATTORNEY

CITY OF VERNON

(Seal)

By _____

ATTEST:

IMPERIAL IRRIGATION DISTRICT

(Seal)

By _____

ATTEST:

CITY OF RIVERSIDE

(Seal)

By _____

ATTEST:

CITY OF VERNON

(Seal)

By Thomas A. Ybarra
Thomas A. Ybarra, Mayor Pro-tem

ATTEST:

Bruce V. Malkenhorst
Bruce V. Malkenhorst, City Clerk

IMPERIAL IRRIGATION DISTRICT

(Seal)

By _____

ATTEST:

CITY OF RIVERSIDE

(Seal)

By _____

ATTEST:

CITY OF VERNON

(Seal)

By _____

ATTEST:

IMPERIAL IRRIGATION DISTRICT

(Seal)



By *Paul L. ...*
Vice President, Board of Directors

ATTEST:

Larry E. Beck
Secretary, Board of Directors