

FIRST AMENDMENT TO JOINT EXERCISE OF POWERS AGREEMENT

BY AND BETWEEN

THE COUNTY OF CONTRA COSTA

AND

CONTRA COSTA COUNTY REDEVELOPMENT AGENCY

RELATING TO THE

COUNTY OF CONTRA COSTA PUBLIC FINANCING AUTHORITY

FIRST AMENDMENT TO JOINT EXERCISE OF POWERS AGREEMENT

THIS FIRST AMENDMENT TO JOINT EXERCISE OF POWERS AGREEMENT, dated as of June __, 2015 (herein called this "First Amendment"), by and between the COUNTY OF CONTRA COSTA, a legal subdivision and body corporate and politic of the State of California (herein called the "County"), and the CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT (herein called the "District") and SUCCESSOR AGENCY (herein called the "Successor Agency") to the CONTRA COSTA COUNTY REDEVELOPMENT AGENCY, a redevelopment agency, formerly organized and existing under and by virtue of the laws of the State of California (herein called the "Agency").

WITNESSETH:

WHEREAS, under authority of Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, the County and the Agency pursuant to a Joint Exercise of Powers Agreement, dated as of April 7, 1992 (the "Agreement") created a joint exercise of powers entity (herein called the "County of Contra Costa Public Financing Authority" or the "Authority") which has the power to jointly exercise any powers common to the County and the Agency;

WHEREAS, effective February 1, 2012, the Contra Costa County Redevelopment Agency was dissolved, and pursuant to the California Health and Safety Code, the Successor Agency to the Contra Costa County Redevelopment Agency ("Successor Agency") was established for the purpose of winding down the affairs of the former redevelopment agency;

WHEREAS, by this First Amendment, the County, the Successor Agency and the District agree to amend the Agreement to add the District as a signatory to the Agreement and a member of the Authority and to the withdrawal of the Successor Agency as a member of the Authority in order to maintain the County of Contra Costa Public Financing Authority for the purposes set forth in the Agreement and to exercise the powers described therein;

WHEREAS, the County and the District are empowered by the laws of the State of California to own, purchase, lease, sell, exchange or dispose of any real or personal property or any interests in it for any of its public purposes and to enter into contracts for public capital improvements;

WHEREAS, Article 4 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Marks-Roos Local Bond Pooling Act of 1985") authorizes and empowers the Authority to issue bonds for financing public capital improvements, working capital, liability and other insurance needs, or projects whenever there are significant public benefits, as determined by the County;

WHEREAS, the Marks-Roos Local Bond Pooling Act of 1985 further authorizes and empowers the Authority to sell such bonds to public or private purchasers at public or negotiated sale; and

WHEREAS, by this First Amendment, the County, the District and the Successor Agency desire to provide for the continuation of the County of Contra Costa Public Financing Authority

with the County and the District as the members of the Authority for the purposes set forth therein and to exercise the powers described therein;

NOW, THEREFORE, the County, the District and the Successor Agency, for and in consideration of the mutual promises and agreements herein contained, do agree as follows:

SECTION 1. AMENDMENT OF PARTIES TO AGREEMENT

From and after the effective date hereof, the District shall be a party to the Agreement and a member of the Authority. The Agency, by agreement of the Successor Agency, shall no longer be a member of the Authority or party to the Agreement. Any references to the Agency in the Agreement will henceforth refer to the District.

SECTION 2. RESTATEMENT OF AGREEMENT

The County and the District will execute and deliver an Amended and Restated Joint Exercise of Powers Agreement, the form of which is attached hereto as Exhibit A, setting forth the restatement of the Agreement with the County and the District as the members of Authority and the parties to the Agreement.

SECTION 3. EFFECTIVE DATE

This First Amendment shall be effective as of the date referred above upon the execution and delivery of this First Amendment by the parties hereto.

SECTION 4. SEVERABILITY

Should any part, term or provision of this 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.

SECTION 5. 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 this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this 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.

CONTRA COSTA COUNTY

By _____

SUCCESSOR AGENCY TO THE CONTRA
COSTA COUNTY REDEVELOPMENT
AGENCY

By _____

CONTRA COSTA COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

By _____