

**AMENDMENT NO. 1 TO STANDARD AGREEMENT FOR SALE OF WATER
(NON-AGRICULTURAL WATER) WITH
CLEAR LAKE OAKS COUNTY WATER DISTRICT**

This Amendment No. 1 (“Amendment”) is entered into as of December 1, 2020 by Yolo County Flood Control and Water Conservation District, a California public agency (“District”) and Clearlake Oaks County Water District (“Water User”) who agree as follows:

1. Recitals

This Amendment is made with reference to the following background recitals:

1.1. District and Water User are parties to a Standard Agreement for Sale of Water (Non-Agricultural Water) dated July 8, 1996 (“Agreement”).

1.2. The Agreement will expire by its own terms on December 31, 2020. District has notified Water User that it desires to work with Water User to negotiate a revised long-term water supply agreement between District and Water User. Therefore, the District does not desire to renew the Agreement for a successive ten-year term under Section 12 of the Agreement.

1.3. At District’s request, District and Water User have agreed to extend the Agreement for an additional two-year term to allow District and Water User to negotiate a long-term water supply agreement to replace the Agreement.

2. Amendment to Agreement

2.1. Section 1 of the Agreement is amended to insert the following term at the end of the existing term:

If Water User diverts more water than the annual maximum amount that Water User is allowed to purchase under this section, then Water User shall pay District for the excess water diverted on the terms provided in this Agreement. There is no monthly maximum amount of water that Water User is allowed to purchase under this Agreement.

2.2. Section 11 of the Agreement is deleted and replaced by the following term:

11. This Agreement shall remain in effect until December 31, 2022, and shall be binding on and inure to the benefit of the successors and assigns of the parties, except that, this Agreement may be terminated by Water User, upon written notice to District, only if and upon a final decision of a court of competent jurisdiction, that District has no appropriate right to the waters of Clear Lake.

2.3. Section 12 of the Agreement is deleted and replaced by the following term:

12. After December 31, 2022, this Agreement shall automatically be renewed for a successive one-year term or terms, until such time as either party shall give notice to the other party of its desire not to renew. Such notice shall be made in writing no less than 60 days in advance of the scheduled renewal date.

3. General Provisions

3.1. Recitals. The Recitals in Section 1 are incorporated into and shall constitute a part of this Amendment.

3.2. Authority. Each person signing this Amendment on behalf of a party represents and warrants that he or she has the authority and capacity to make the promises set forth in this Amendment.

3.3. Attorney Fees. Each party shall bear its own attorney fees, costs and expenses arising out of or connected with the negotiation, drafting and execution of this Amendment.

3.4. Integration. The Agreement and this Amendment constitute the sole, final, complete, exclusive and integrated expression and statement of the terms of this contract among the parties concerning the subject matter addressed herein, and supersedes all prior negotiations, representations or agreements, either oral or written, that may be related to the subject matter of the Agreement and this Amendment. Each party acknowledges and represents that, in entering into this Amendment, it has not acted in reliance upon any promise, covenant, representation, warranty, warning or inducement whatsoever, express or implied, except as contained in this Amendment.


3.5. Successors and Assigns. This Amendment shall bind and inure to the benefit of the parties and their respective heirs, executors, administrators, trustors, trustees, beneficiaries, predecessors, successors, affiliated and related entities, officers, directors, partners, principals, agents, employees, assigns, representatives, and all persons, firms, associations, partnerships, and/or corporations connected with them, and including, without limitation, their insurers, sureties and/or attorneys.

3.6. Cooperation. Each party to this Amendment agrees to do all things that may be necessary, including, without limitation, the preparation and execution of documents which may be required hereunder, in order to implement and effectuate this agreement.


3.7. Governing Law. Except as otherwise required by law, the Amendment shall be interpreted, governed by, and construed under the laws of the State of California.

[Signatures on Following Page]


Yolo County Flood Control and Water Conservation District

By: 
Jim Mayer
Chair


Approved as to Form:

By: 
Andrew J. Ramos
Attorney for District

Clear Lake Oaks County Water District

By: 
Margaret Medeiros
President

Approved as to Form:

By: 
Scott Nave
Attorney for Water User