

**AMENDMENT NO. 1
POWER PURCHASE AND SALE AGREEMENT
BY AND BETWEEN THE CITY OF SANTA CLARA
AND
THE TRI-DAM PROJECT AND TRI-DAM POWER AUTHORITY**

PREAMBLE

This agreement ("Amendment No. 1") is by and between the City of Santa Clara, California a chartered California municipal corporation ("City" or "Buyer"), the Tri-Dam Project, a joint venture between the Oakdale Irrigation District and the South San Joaquin Irrigation District, and the Tri-Dam Power Authority, a California Joint Power Authority between the Oakdale Irrigation District and the South San Joaquin Irrigation District. The Tri-Dam Project together with the Tri-Dam Power Authority shall be referred to as ("Seller"). City and Seller may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Amendment No. 1"

RECITALS

The Parties previously entered into an agreement entitled "Power Purchase and Sale Agreement by and Between the City of Santa Clara and The Tri-Dam Project and Tri-Dam Power Authority, dated October 8, 2013; and

The Parties entered into the Original Agreement for the purpose of having Seller provide for the product from four existing hydroelectric generating plants operating under separate FERC licenses: The Donnells Powerhouse, the Tulloch Powerhouse, the Beardsley Powerhouse and the Southern Powerhouse and Parties now wish to amend the Original Agreement.

The Parties agree as follows:

1. AMENDMENT PROVISIONS

That paragraph F in the RECITALS, of the Original Agreement is hereby amended by deleting that clause in its entirety and replacing it with the following:

Seller intends to sell the output to the City from the Donnells, Tulloch, and Beardsley Powerhouses commencing on January 1, 2014 ("Tri-Dam Project Delivery Date") and from the Southern Powerhouse commencing on January 1, 2017 ("Tri-Dam Power Authority Delivery Date").

That Exhibit A entitled "DEFINITIONS" paragraph 69 is hereby amended by deleting this paragraph in its entirety and replacing it with the following:

"Tri-Dam Power Authority Delivery Date" means January 1, 2017.

2. TERMS

All other terms of the Original Agreement which are not in conflict with the provisions of this Amendment No. 1 shall remain unchanged in full force and effect. In a case of a conflict in the terms of the Original Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

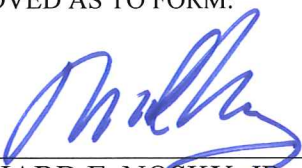
3 COUNTERPART/FACSIMILE SIGNATURE

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. The Effective Date is the date that the final signatory executes the Agreement. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:




RICHARD E. NOSKY, JR.
City Attorney

Dated: 4-24-2015



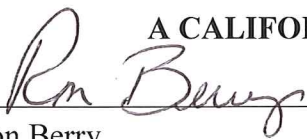
for JULIO J. FUENTES
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

ATTEST:



ROD DIRIDON, JR.
City Clerk

“CITY”


THE TRI-DAM PROJECT,
A Joint Venture of the Oakdale and South San Joaquin Irrigation Districts
and
THE TRI-DAM POWER AUTHORITY
A CALIFORNIA JOINT POWERS AUTHORITY

By: 

Name: Ron Berry
Title: General Manager
Date: 3/19/15

Attest:


Steve Emrick, Esq.
General Counsel for SSJID



Tim O'Laughlin, Esq.
General Counsel for OID

“SELLER”