

FIRST AMENDMENT TO JOINT EXERCISE OF POWERS AGREEMENT

By and Between

CITY OF CLOVIS

and

CITY OF FRESNO

Dated as of January 1, 2000

Relating to the

Central California Joint Powers Health Financing Authority

and the

Joint Exercise of Powers Agreement, Dated as of July 15, 1993

FIRST AMENDMENT TO JOINT EXERCISE OF POWERS AGREEMENT

THIS FIRST AMENDMENT TO JOINT EXERCISE OF POWERS AGREEMENT, dated as of January 1, 2000 (this "First Amendment to Joint Powers Agreement"), between the CITY OF CLOVIS, a municipal corporation duly organized and existing under and by virtue of the Constitution and laws of the State of California (herein called the "City of Clovis"), and the CITY OF FRESNO, a municipal corporation and charter city duly organized and existing under and by virtue of the laws of the State of California (herein called the "City of Fresno");

WITNESSETH:

WHEREAS, pursuant to the request of Community Hospitals of Central California, Fresno Community Hospital and Medical Center and Sierra Hospital Foundation, each a nonprofit public benefit corporation duly organized and existing under the laws of the State of California (hereinafter collectively referred to as the "CHCC Health System"), the City of Clovis and the City of Fresno created a joint exercise of powers entity, the Central California Joint Powers Health Financing Authority (the "Authority"), pursuant to Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California and the Joint Exercise of Powers Agreement, dated as of July 15, 1993 (the "Joint Powers Agreement"), between the City of Clovis and the City of Fresno;

WHEREAS, pursuant to Section 4(B) of the Joint Powers Agreement, the governing board of the Authority is comprised of four members, the Mayor of the City of

Clovis and the Mayor Pro Tem of the City of Clovis and the Mayor of the City of Fresno and the Mayor Pro Tem of the City of Fresno;

WHEREAS, subsequent to the execution and delivery of the Joint Powers Agreement, the municipal charter of the City of Fresno was amended resulting in elimination of the position of Mayor Pro Tem of the City of Fresno;

WHEREAS, as a result of elimination of the position of Mayor Pro Tem of the City of Fresno, it is necessary to amend Section 4(B) of the Joint Powers Agreement in order to provide that the governing board of the Authority shall be comprised of four members, the Mayor of the City of Clovis and the Mayor Pro Tem of the City of Clovis and the Mayor of the City of Fresno and the President of the City Council of the City of Fresno;

WHEREAS, pursuant to Section 16 of the Joint Powers Agreement, the Joint Powers Agreement may be amended by a supplemental agreement executed by the City of Clovis and the City of Fresno;

WHEREAS, the execution and delivery of this First Amendment to Joint Powers Agreement have been in all respects duly and validly authorized by resolution duly adopted by the City Council of the City of Clovis; and

WHEREAS, the execution and delivery of this First Amendment to Joint Powers Agreement have been in all respects duly and validly authorized by resolution duly adopted by the City Council of the City of Fresno;

NOW, THEREFORE, the City of Clovis and the City of Fresno, for and in consideration of the mutual promises and agreements herein contained, do agree as follows:

SECTION 1. DEFINITIONS

Unless otherwise specifically provided herein to the contrary, capitalized terms used in this First Amendment to Joint Powers Agreement shall have the meanings ascribed thereto in the Joint Powers Agreement.

SECTION 2. AMENDMENT OF SECTION 4 -- AUTHORITY

The first sentence of Section 4(B) of the Joint Powers Agreement is hereby amended to read in its entirety as follows:

"The Authority shall be administered by the Board, which shall be comprised of four members, the Mayor of the City of Clovis and the Mayor Pro Tem of the City of Clovis and the Mayor of the City of Fresno and the President of the City Council of the City of Fresno."

SECTION 3. PROVISIONS OF JOINT POWERS AGREEMENT NOT OTHERWISE MODIFIED

Except as specifically amended by this First Amendment to Joint Powers Agreement, the Joint Powers Agreement is hereby ratified, approved and confirmed and remains in full force and effect.

SECTION 4. COUNTERPARTS

This First Amendment to Joint Powers Agreement may be simultaneously executed in several counterparts each of which, when executed and delivered, shall be an original and all of which shall constitute one and the same instrument.

SECTION 5. SEVERABILITY

Should any part, term, or provision of this First Amendment to Joint Powers 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 6. GOVERNING LAW

This First Amendment to Joint Powers Agreement shall be construed in accordance with and governed by the Constitution and laws of the State of California.

SECTION 7. 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 First Amendment to Joint Powers Agreement.

SECTION 8. EFFECTIVE DATE

This First Amendment to Joint Powers Agreement shall be effective upon the execution hereof by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Joint Exercise of Powers 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.

CITY OF CLOVIS

By _____
Mayor

[SEAL]

ATTEST:

City Clerk, City of Clovis

CITY OF FRESNO

By _____
Mayor

[SEAL]

ATTEST:

City Clerk, City of Fresno

APPROVED AS TO FORM
CITY ATTORNEY'S OFFICE
BY David J. Hale
DEPUTY