

1 WEST ORANGE COUNTY WATER BOARD

2 JOINT POWERS AGREEMENT

3
4 THIS AGREEMENT, made this 21st day of October, 1967,
5 by and between the CITY OF GARDEN GROVE, hereinafter in some in-
6 stances referred to as "Garden Grove", the CITY OF HUNTINGTON BEACH,
7 hereinafter in some instances referred to as "Huntington Beach",
8 the CITY OF SEAL BEACH, hereinafter in some instances referred to
9 as "Seal Beach", and the CITY OF WESTMINSTER, hereinafter in some in-
10 stances referred to as "Westminster", collectively hereinafter in
11 some instances referred to as "the contracting public agencies", all
12 of whom are general law cities formed under and existing pursuant to
13 the general laws of the State of California except Seal Beach and
14 Huntington Beach, which exist as charter cities under the laws of
15 the State of California;

16 W I T N E S S E T H :

17 WHEREAS, the parties hereto are one of the original parties,
18 a successor to one of the original parties, or an additional party
19 to the existing Joint Powers Agreement and amendments thereto
20 under which the West Orange County Water Board was heretofore
21 created, and

22 WHEREAS, it is the desire of each of the contracting public
23 agencies to clarify the terms and provisions of that agreement as
24 amended, and

25 WHEREAS, each of the contracting public agencies has hereto-
26 fore determined and does at this time determine that facilities to
27 supply the contracting public agencies with a supply of water may
28 be more economically and efficiently operated by the entity created
29 and known as the West Orange County Water Board, and

30 WHEREAS, the contracting parties are authorized by law to
31 contract with each other for the joint exercise of common powers
32 under Article I, Chapter 5, Division 7, Title 1 of the Government
33 Code of the State of California, and

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1 WHEREAS, each of the contracting public agencies is authorized
2 by law to acquire, construct, operate and maintain facilities for
3 the purpose of obtaining, transmitting, storing, and distributing
4 a supply of water;

5 NOW, THEREFORE, the contracting public agencies for and in
6 consideration of the mutual covenants herein contained do agree and
7 exercise the foregoing common power as follows:

8 SECTION 1

9 This agreement is made under the provisions of Article I,
10 Chapter 5, Division 7, Title 1 of the Government Code of the State
11 of California and is for the purpose of constructing, operating and
12 maintaining facilities for obtaining, transmitting, storing, and
13 distributing water to the parties to this agreement.

14 SECTION 2

15 The parties hereto have created and do hereby create a sep-
16 arate public entity known and designated as the West Orange County
17 Water Board. Said entity was created for the specific purpose of
18 constructing, repairing, maintaining, operating and administering
19 a joint pipeline or pipelines and other facilities for obtaining,
20 transmitting, storing and distributing water to the parties hereto.
21 It is specifically agreed that the West Orange County Water Board
22 may take, acquire, purchase, lease, hold and own real and personal
23 property in any manner and of every class or description, contract
24 with public agencies, private persons and corporations; exercise
25 the right of eminent domain either by itself or in conjunction with
26 any one or more of the contracting public agencies; sue separately
27 or in conjunction with any one or more of the contracting public
28 agencies; adopt rules and regulations for the works and facilities
29 operated, maintained or controlled by it; employ or contract for
30 services and labor by individuals, as well as public and private
31 corporations, and to do all things necessary or convenient for the
32 proper performance of this agreement and the purposes herein spec-
33 ified.

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SECTION 3

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2 The Board of Directors of the West Orange County Water
3 Board shall consist of five members. Garden Grove, Seal Beach
4 and Westminster shall each appoint a person to serve as a member
5 of the Board and Huntington Beach shall appoint two persons to
6 serve as members of the Board. Each member shall file with the
7 West Orange County Water Board a certified copy of the resolution
8 or action of the contracting public agency which appointed them.
9 Persons appointed to be a member of the Board of Directors need
10 not be a member of the City Council or governing body of the
11 contracting public agency which appointed them. In the event
12 that additional entities or concerns become a party to this agree-
13 ment as hereinafter provided, then the membership of this Board
14 shall be increased by one member for each additional party to the
15 agreement unless all of the parties shall agree otherwise.
16

17 The Board shall govern the affairs of the West Orange
18 County Water Board and shall annually designate one of its members
19 to serve as Chairman of the Board. He shall preside at all meetings.
20 In his absence, the remaining members of the Board shall appoint a
21 member to act as Chairman pro tem. The Board shall appoint a Sec-
22 retary who may appoint an assistant secretary for the purpose of
23 conducting and recording the affairs of the West Orange County Water
24 Board. The Board may employ additional personnel to conduct the
25 financial and administrative affairs of the West Orange County Water
26 Board or may contract with one of the parties or any public or
27 private concern to provide such financial and administrative services
28 as the Board may deem necessary from time to time.
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SECTION 4

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32 The Board shall designate a location for the office of the

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1 West Orange County Water Board and designate a date, time and
2 place for the regular meeting of the Board. The Board shall also
3 establish a means for giving notice to each party to this agree-
4 ment of any special meeting of the Board except to the extent
5 that said notice may be waived by the provisions of the Government
6 Code or other laws of the State of California. A quorum for the
7 transaction of business of the West Orange County Water Board
8 shall require the presence of a majority of its members. Any
9 action of the Board shall require an affirmative vote by a
10 majority of the members present at the meeting. All meetings of
11 the Board shall be open to the public and the Board shall cause
12 its secretary to keep true and accurate minutes of all meetings
13 which are public documents and shall be available for inspection
14 at the office of the Secretary, by any interested person or
15 concern.

16 In accomplishing the purposes herein specified and exercising
17 the powers granted to the West Orange County Water Board hereunder,
18 the Board shall act in accordance with such requirements as are
19 specified by law for a general law city of the State of California.

20 The Board shall establish such accounts and bookkeeping pro-
21 cedures as are necessary to carry out the purpose of this agree-
22 ment. All funds shall be strictly accounted for and all receipts,
23 and disbursements shall be duly recorded. The financial records
24 and transactions shall be audited by an independent Certified
25 Public Accountant at least once each year. The audit, provided
26 for herein, shall be completed and available to the parties
27 hereto at the earliest possible date, following the end of the
28 particular fiscal year and in no event shall the audit be completed
29 and made available to the parties later than six months following
30 the end of the fiscal year in question.

31 SECTION 5

32 The expenses of the West Orange County Water Board shall be

1 borne by the parties hereto on the following basis:

2 a) Each entity shall be charged and pay for on a monthly
3 basis, the water obtained by it from the West Orange County Water
4 Board. The amount shall be determined by the cost thereof to the
5 West Orange County Water Board.

6 b) Costs of operation, maintenance and administration,
7 including directors fees, engineering services, legal fees and
8 costs, accounting and administrative costs, including the expense
9 of a secretary and assistant secretary, office supplies, and an
10 annual audit, as well as such insurance as the Board may carry,
11 shall be borne by each entity on the basis of ownership. Ownership
12 shall be determined on the basis of each party's proportionate
13 share of the total cost of constructing all facilities operated
14 and maintained by the West Orange County Water Board. In this re-
15 gard the cost to County Water Works Districts Nos. 3 and 5 of those
16 facilities leased to the cities of Garden Grove and Westminster
17 shall be used in computing the proportionate share of ownership of
18 all facilities operated by the West Orange County Water Board. It
19 is acknowledged that ultimately Garden Grove and Westminster will
20 be the owners of those facilities.

21 c) The cost of constructing any additional facilities
22 shall be on the basis of capacity in said facilities or as agreed
23 upon by all the parties. No party to this agreement shall be obli-
24 gated to participate in constructing any facilities nor is any
25 party in any way obligated to pay for any portion of the cost of
26 constructing any facilities in which it does not have an interest.

27 d) Should it be determined that the West Orange County
28 Water Board is, for any reason, liable to any person or concern,
29 then the cost thereof shall be borne by the parties hereto on the
30 basis of ownership. The extent of such liability shall be deter-
31 mined on the basis of each party's proportionate share of the
32 total cost of constructing all facilities operated and maintained

1 by the West Orange County Water Board. Such costs shall include
2 all expenses relating thereto, including the defense of the West
3 Orange County Water Board and its officers and employees, inclusive
4 of legal fees and costs.
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6 In order that funds will be available during the year to
7 meet the expenses of the West Orange County Water Board, and in or-
8 der that each party to this agreement may budget for its portion of
9 the expenses of the West Orange County Water Board, the Board shall,
10 in April of each year, estimate its costs of operation, maintenance,
11 and administration for the next succeeding fiscal year. The budget
12 shall show the estimated share of each party to this agreement as
13 herein provided. The governing body of each party shall act upon
14 the proposed budget prior to July 1 of each year and shall pay
15 to the West Orange County Water Board as a deposit against the
16 charges of that entity for the next fiscal year, one-half (1/2)
17 of said amount on or before August 1 and one-half (1/2) of said
18 amount on or before February 1 of each year. In the event that
19 an entity's deposit exceeds its costs as herein provided, the
20 balance thereof shall be credited against the deposit for the next
21 succeeding year or returned to the entity as it may request. In
22 the event that the costs or expenses of one of the parties to this
23 agreement exceed its deposit of funds as herein provided, additional
24 funds in an amount determined by the Board shall be deposited upon
25 demand by the West Orange County Water Board.
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27 SECTION 6

28 Directors shall be compensated for attending meetings of
29 the Board of Directors in an amount fixed by the Board, which
30 amount shall not be in excess of \$50.00 per meeting and not in
31 excess of \$150.00 per month. Additionally, the Board may provide
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1 for the reimbursement of traveling expenses for Directors between
2 their place of residence and the location of the meeting. The
3 Board may provide for the payment of the expenses of a director or
4 the secretary if such are directed by the Board to attend any
5 meeting or other activity which it is determined by the Board to
6 be in the best interest of the West Orange County Water Board and
7 which relates to the accomplishment of the purposes herein provided
8 for. The Secretary and Assistant Secretary, if there be one, shall
9 be compensated for their services on the basis of \$100.00 per month
10 and \$50.00 per month, respectively, unless the Board shall other-
11 wise provide. The compensation herein provided for shall be in
12 addition to any other fee or compensation to which the person
13 entitled thereto might otherwise be entitled to receive by reason
14 of some other office or position which they may hold.

15 SECTION 7.

16 Whenever any municipality, district, corporation or other
17 public agency, organized and existing under the laws of the State
18 of California, or under the laws of the United States of America
19 shall desire to become a party to this agreement, its governing
20 body shall, by resolution or otherwise find and determine that it
21 will be to the best interest and advantage of such entity or
22 public agency to do so and shall authorize the execution and signing
23 of this agreement upon such terms and conditions as may be agreed
24 upon by the parties hereto.

25 SECTION 8.

26 The terms and provisions of this agreement may be altered
27 or amended from time to time with the unanimous consent of the
28 governing body of each party hereto. Any of the parties hereto
29 having the sole use or ownership of any section of the facilities to
30 be operated and maintained by the West Orange County Water Board may
31 determine that it is to their advantage to maintain and operate
32 such facilities themselves and thereafter such party or parties

1 by the action of their governing body may notify the West Orange
2 County Water Board of their decision and within thirty (30) days
3 after the receipt of notice of such a determination said party or
4 parties shall take over the operation and maintenance of such
5 facilities. Upon such action the West Orange County Water Board
6 shall be relieved of its obligation to operate and maintain those
7 facilities. With the unanimous consent of all parties hereto this
8 agreement may be terminated upon ninety (90) days written prior
9 notice to the West Orange County Water Board at which time the
10 affairs of the West Orange County Water Board shall be concluded
11 and any assets and funds shall be distributed to the parties to
12 this agreement in proportion to the contribution to which each
13 party contributed to said assets.

14 SECTION 9

15 Any notice or instrument required to be given or delivered
16 hereunder may be delivered by depositing the same in any receptacle
17 of the United States Post Office by registered or certified mail,
18 postage prepaid and addressed as follows:

19 WEST ORANGE COUNTY WATER BOARD
20 P. O. Box 190
Huntington Beach, California

21 CITY OF GARDEN GROVE
22 11391 Acaia
Garden Grove, California

23 CITY OF HUNTINGTON BEACH
24 Civic Center
Huntington Beach, California

25 CITY OF SEAL BEACH
26 201 8th Street
Seal Beach, California, and

27 CITY OF WESTMINSTER
28 14381 Olive
Westminster, California

29 or at such other address as may be designated by similar notice.

30 IN WITNESS WHEREOF the parties hereto have caused this

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1 instrument to be executed the day and year first hereinabove
2 written.

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4 ATTEST: Queen Wisener

5 City Clerk,
6 City of Garden Grove

CITY OF GARDEN GROVE

By George B. Smith
Mayor

7 ATTEST:

8 Paul C. Jones
9 City Clerk,
10 City of Huntington Beach

CITY OF HUNTINGTON BEACH

By Donald D. Sibley
Mayor

11 ATTEST:

12 Verde Rose Weir
13 City Clerk,
14 City of Seal Beach

CITY OF SEAL BEACH

By Harold J. Anderson
Mayor

15 ATTEST:

16 Nathaniel C. Harper
17 City Clerk,
18 City of Westminster

CITY OF WESTMINSTER

By W. Justin McCarty
Mayor

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1 RESOLUTION NO. 64-67

2 RESOLUTION OF THE BOARD OF DIRECTORS
3 OF WEST ORANGE COUNTY WATER BOARD
4 DETERMINING PERCENTAGES FOR ALLOCATION
5 OF COSTS OF OPERATION, MAINTENANCE AND
6 ADMINISTRATION

7 WHEREAS, the Joint Powers Agreement providing for the exist-
8 ence and operation of the West Orange County Water Board has been
9 revised and recommended by this Board for approval by the particip-
10 ating entities, Garden Grove, Huntington Beach, Seal Beach, and
11 Westminster, and

12 WHEREAS, the City Council of Garden Grove, Huntington Beach,
13 Seal Beach and Westminster have approved the proposed revised
14 Joint Powers Agreement providing for the creation and operation of
15 the West Orange County Water Board, and

16 WHEREAS, the agreement approved by each of the participating
17 entities provides that costs of operation, maintenance and adminis-
18 tration including director's fees, engineering services, legal fees
19 and costs, accounting and administrative costs, including the ex-
20 pense of the Secretary and Assistant Secretary, office supplies
21 and an annual audit, as well as such insurance as the Board may
22 carry shall be borne by each entity on the basis of ownership, and

23 WHEREAS, said agreement provides that ownership shall be
24 determined on the basis of each party's proportionate share of the
25 total cost of constructing all facilities operated and maintained
26 by the West Orange County Water Board, and

27 WHEREAS, the percentages hereinafter set forth were deter-
28 mined on the foregoing basis and presented to each entity at the
29 time of the approval by that entity of the revised Joint Powers
30 Agreement providing for the creation and operation of the West
31 Orange County Water Board;

32 NOW, THEREFORE, be it resolved, determined and ordered as
follows:


1 1) That the cost of operation, maintenance, and administra-
2 tion of the West Orange County Water Board shall be borne as fol-
3 lows:

4 Garden Grove	7.8%
5 Huntington Beach	52.5%
6 Seal Beach	14.3%
7 Westminster	25.4%


8 2) That the foregoing percentages represent a composite
9 figure of the proportionate share of the total cost to each entity
10 of constructing West Orange County Feeder No. 1 and West Orange
11 County Feeder No. 2, these being the facilities which are at this
12 time operated by the West Orange County Water Board.

13 3) That the Secretary of the West Orange County Water Board
14 be and the same is hereby directed to transmit a certified copy
15 of this resolution to the City Clerks of Garden Grove, Huntington
16 Beach, Seal Beach and Westminster.

17 ADOPTED, SIGNED and APPROVED this 25th day of October, 1967.

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20 _____
21 Chairman of the WEST ORANGE COUNTY
22 WATER BOARD and of the Board of Direc-
23 tors thereof.

24 ATTEST:

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27 
28 _____
29 Secretary of the WEST ORANGE COUNTY
30 WATER BOARD and of the Board of
31 Directors thereof.
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ATTORNEYS AT LAW

1 STATE OF CALIFORNIA }
2 COUNTY OF ORANGE } ss

3 I, PAUL C. JONES, Secretary of the Board of Directors of the
4 WEST ORANGE COUNTY WATER BOARD, do hereby certify that the fore-
5 going resolution was duly adopted by the Board of Directors at a
6 regular meeting of said Board held on the 25th day of October,
7 1967, and that it was so adopted by the following vote:

8 AYES: DIRECTORS ; Lake, Jarrett, Gisler, Green,
9 Hamilton

10 NOES: DIRECTORS : None

11 ABSENT: DIRECTORS : None

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Secretary of the WEST ORANGE COUNTY
WATER BOARD and of the Board of Directors
thereof.

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1 STATE OF CALIFORNIA }
2 COUNTY OF ORANGE } ss

3 I, PAUL C. JONES, Secretary of the WEST ORANGE COUNTY WATER
4 BOARD do hereby certify that the above and foregoing is a full,
5 true and correct copy of Resolution No. 64-67 of said Board, and
6 that the same has not heretofore been amended or repealed.

7 Dated this 25th day of October, 1967.

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Secretary of the WEST ORANGE COUNTY WATER
BOARD and of the Board of Directors
thereof.

RUTAN & TUCKER
ATTORNEYS AT LAW