

Execution Copy
As of 3/8/95

**JOINT POWERS AGREEMENT
OF THE
SOUTHERN CALIFORNIA CITIES CONSORTIUM**

AGREEMENT

This Agreement ("Agreement"), is made and entered into pursuant to Section 6500 et seq., of the Government Code, as amended from time to time ("Act"), and other applicable laws, by and between the following public entities:

(.....)

WITNESSETH:

The parties hereto agree as follows:

Section 1. Recitals. This Agreement is made and entered into with respect to the following facts:

- (a) That each member city ("City") is located on the Westside and in the South Bay area of the County of Los Angeles; and
- (b) That each City has determined by and through its legislative body to enter into an agreement to create a separate public entity pursuant to the provisions of the Act of the purposes set forth herein and desires that such separate public entity have the powers provided herein in connection with such purpose; and
- (c) That the legislative body of each of the Cities has independently determined by resolution that the public interest, convenience and necessity require the execution of this Agreement by and on behalf of the said City.

Section 2. Creation of Separate Legal Entity. It is the intention of the Cities to create, by means of this Agreement, a separate legal entity within the meaning of Section 6503.5 of the Act. Accordingly, there is hereby created a separate legal entity which shall exercise its powers in accordance with the provisions of the Act, as herein provided, other applicable laws and this Agreement (hereinafter "Agency").

Section 3. Name. The name of the Agency shall be "Southern California Cities Consortium".

Section 4. Purpose of Agency. The purpose of the creation of the Agency is to provide an additional means for the Cities to improve the quality or reduce the costs of providing municipal services, including electrical, gas and water services, of all member

Cities, or any combination thereof. Such means include, but are not limited to, combined bargaining and buying power of member Cities in all areas of purchasing; monitoring and promoting legislative actions which could or would promote or advance said powers; any powers set forth in this Agreement; and any programs, projects or actions approved or authorized from time to time by the governing body of the Agency ("Board of Directors" or "Board").

Section 5. Creation of Board of Directors. There is hereby created a Board of Directors which shall conduct the affairs of the Agency. The Board of Directors shall consist of one (1) director from each City ("Director"). The legislative body of each of the Cities shall designate its Director and alternate Directors, which may include elected officials.

Section 6. Board of Directors. Functions.

- (a) Voting. Except as expressly otherwise provided in this Section 6, each Director on the Board shall be entitled to cast one (1) vote on any matters pending before the Board. A Director must be physically present at the meeting of the Board to cast a vote.
- (b) Participation of Alternate Directors. An alternate Director of a City may participate in the proceedings of the Board only in the absence of such City's regular Director. Such alternate Director shall be deemed to be a Director for all purposes under this Agreement.
- (c) Quorum. A quorum of the Board shall consist of not less than a majority of all Directors.
- (d) Committees. As needed, the Board may create permanent or ad hoc advisory committees, to give advice to the Board on such matters as may be referred to such committee by the Board. Each such committee shall remain in existence until it is dissolved by the Board. Qualified persons, which may include Directors, shall be appointed to such committees by the Board and each such appointee shall serve at the pleasure of the Board.
- (e) Actions. Actions taken by the Board shall be by not less than a majority affirmative votes of the Directors attending the meeting of the Board, unless by a provision of this Agreement, the Bylaws or applicable laws, a higher number of votes is required to carry a particular motion.
- (f) Project Votes. Voting regarding any matter relating to a Project (as defined in Section 20) shall be as provided in a Project contract between the Agency and the participating Cities.

Section 7. Common Powers. The Agency shall have, and exercise the following powers:

- (a) All of those powers available to joint powers entities pursuant to the Act, other applicable laws and this Agreement; and
- (b) All implied powers necessary to perform its purposes; and
- (c) The power to enter into agreements as may be necessary for any legal purpose of the Agency.

Such powers shall be exercised in the manner provided in Section 6509 of the Government Code, subject only to the restrictions in the manner of exercising such powers as are imposed upon the City of Culver City in the exercise of similar powers.

Section 8. Duties of the Board. The Board shall be deemed, for all purposes, the policy making body of the Agency. All of the powers of the Agency, except as may be expressly delegated to others pursuant to the provisions of this Agreement or resolutions of the Board or by other specific authorization of the Board, shall be exercised by and through the Board.

The Board shall exercise its power only in a manner consistent with the provisions of the Act, other applicable laws and this Agreement.

Section 9. Roberts Rules of Order. The substance of Roberts Rules of Order shall apply to proceedings of the Board, except as may otherwise be provided in this Agreement, the Bylaws, resolutions of the Board or applicable laws.

Section 10. Meetings of Board. The Board shall by resolution establish the dates and times of regular meetings of the Board. The location of each such meeting shall be as directed by the Board. All meetings of the Board shall be held subject to the provisions of the laws of the State of California requiring notice of meetings of public bodies to be given in the manner provided in such laws.

Section 11. Election of Chair and Vice-Chair. Except as otherwise provided in this Section 11, annually at its first regular meeting of each calendar year the Board shall select one of its Directors to hold the position of Chair of the Agency and a second Director of the Board to hold the position of Vice-Chair of the Agency. The Chair shall be the chairperson of the Board and shall conduct all meetings of the Board and perform such other duties and functions as required of such person by this Agreement, the Board and the Bylaws. The Vice-Chair shall serve as Chair in the absence of the Chair and shall perform such duties as may be required by this Agreement, the Board and the Bylaws.

The first organizational meeting of the Board shall be within 30 days following the execution of this Agreement by at least five Cities. At such organizational meeting, the

Board shall elect the Chair of the Board and the Vice-Chair of the Board, for terms expiring on the date of the first regular meeting of the Board held in the following calendar year.

If there is a vacancy, for any reason, in the position of Chair or Vice-Chair, the Board shall forthwith conduct an election and fill such vacancy for the unexpired term of such prior incumbent.

The Chair, the Vice-Chair, the Treasurer and the Auditor, to the extent such officers' duties and responsibilities pursuant to the Act require, are designated as the public officers or persons who have charge of, handle, or have access to any property of the Agency, and each such officer shall file an official bond with the Board in the amount of \$100,000.

Section 12. Designation of Treasurer and Auditor. The Board shall designate or contract with a qualified person to act as the Treasurer for the Agency and a qualified person to act as the Auditor of the Agency. No person who is a Director or alternate Director of the Board shall be eligible to hold the position of Treasurer or Auditor. The compensation, if any, of the persons holding the offices of Treasurer and Auditor shall be as set by the Board.

Section 13. Duties of Treasurer and Auditor.

- (a) Treasurer. The person holding the position of Treasurer of the Agency shall have charge of all funds to which the Agency is entitled. The Treasurer shall perform such other duties as may be imposed by applicable laws, including those duties described in Section 6505 and Section 6505.5 of the Government Code, the Bylaws and such duties as may be required by the Board. There shall be strict accountability of all funds and reporting of all receipts and disbursements of the Agency.
- (b) Auditor. The Agency's Auditor shall perform such auditing functions as may be required by the Act, the Bylaws, applicable laws, or this Agreement.

Section 14. Designation of Other Officers and Employees. The Board may employ, upon such terms as it deems appropriate, such other officers or employees as it deems appropriate and necessary to conduct the affairs of the Agency. The Board may appoint a qualified person to serve in the position of General Manager of the Agency. The General Manager shall perform such duties as may be imposed upon that person by this Agreement, the Bylaws, other applicable laws, and resolutions of the Board. No person shall be eligible to hold office as an officer or employee of this Agency while such person is an employee or officer of an organization doing business with this Agency. No person shall be eligible to be an employee of this Agency within two years following a term of office as an elected or appointed official of a member City.

Section 15. Obligation of Agency. The debts, liabilities and obligations of the Agency shall not be the debts, liabilities or obligations of any of the Cities. No City shall be responsible, directly or indirectly, for any obligation, debt or liability of the Agency, except as such City may formally approve by specific action of its legislative body or by execution of a Project Contract (as provided in Section 20) and as otherwise provided by Section 895.2 of the Government Code, as amended from time to time, regarding negligent or wrongful acts or omissions occurring in the performance of this Agreement.

Section 16. Control and Investment of Agency Funds. The Board shall adopt from time to time a policy for the control and investment of its funds and shall require strict compliance with such policy. The policy shall comply, in all respects, with all provisions of applicable laws and shall be transmitted annually to each City.

Section 17. Term. The Agency created pursuant to this Agreement shall continue in existence until such time as this Agreement is terminated; provided however, this Agreement cannot be terminated unless all indebtedness of the Authority is paid in full or adequate provisions have been made for such payment as determined by the Board. This Agreement may not be terminated except by an affirmative vote of two-thirds of the Directors of the Board.

Section 18. Application of Laws to Agency Functions. The Agency shall comply with all applicable laws in the conduct of its affairs, including, but not limited to, the Ralph M. Brown Act (Section 54950 *et seq.*, of the Government Code, as amended from time to time).

Section 19. Withdrawal. New Parties to the Agreement.

(a) Withdrawal from Agency. Any City may withdraw from this Agency upon the following conditions: (i) by filing with the Board at a regular or special meeting a certified copy of a resolution of its legislative body expressing its desire to so withdraw; and (ii) if the Agency, prior to the filing of such resolution, shall have incurred any obligation payable from contributions, payments or advances, which obligations mature after the date of such filing, the withdrawing City shall have paid, or made arrangements satisfactory to the Board to pay, to the Agency the withdrawing City's pro rata portion of such obligation. Upon compliance with the preceding provisions of this Section 19 (a), the withdrawing City shall no longer be considered a member City for any reason under this Agreement and its rights and obligations under this Agreement shall terminate. Withdrawal by a City shall not affect the remaining Cities nor shall it affect any other obligation of the withdrawing City under any contract between such City and the Agency. A withdrawing City shall not be entitled to the return of any funds or other assets belonging to the Agency.

(b) New Parties. New parties may be admitted to the Agency upon an affirmative vote of not less than a majority of the Directors of the Board attending the meeting, provided that such proposed new party is a public entity whose jurisdiction lies within, and/or immediately adjacent to, the boundaries of the County of Los Angeles. Admission to membership shall be subject to such terms and conditions as the Board may deem appropriate or as set forth in the Bylaws.

Section 20. Projects Established by Board. Consistent with the purpose of the Agency as set forth in Section 4, the Board may approve any activity, program or other undertaking as a project of the Agency ("Project"). Any two or more Cities may participate in any Project by executing a contract between the Agency and each participating City ("Project Contract"). Each Project Contract shall provide, among other things, the manner by which Project costs shall be paid and each participating City's obligation to make payments with respect to such Project costs.

Section 21. Contributions, Payments, Advances and Use of Public Funds and Property. The Cities shall, in accordance with applicable law, make such contributions, payments and advances to the Agency as are approved from time to time by the Board and subject to the provisions of Section 15 of this Agreement.

Any City which fails to make or pay when due any required contribution, payment or advance to the Authority, may have its rights under this Agreement terminated and may be excluded from participation in the Agency. Any such City shall continue to be liable for its obligations under any contract with the Agency and for any unpaid contribution, payment or advance approved by the Board prior to such City's exclusion and not objected to by such City by written notice to the Agency within thirty (30) days after such approval.

The Agency shall be empowered to utilize for its purposes, public and/or private funds, property and other resources received from the Cities and/or from other sources. Subject to the approval of the Board, each City shall participate in the funding of the Agency in such a manner as the Board shall prescribe, subject to the provisions of Section 15 of this Agreement. Where applicable, and authorized by resolution, the Board may permit one or more of the Cities to provide in kind services, in lieu of devoting cash to the funding of the Agency's activities.

Section 22. Issuance of Bonds. The Board shall be permitted to issue bonds or other evidence of indebtedness pursuant to the provisions of the Act and/or any other applicable laws. Notwithstanding the provisions of Section 15 of this Agreement to the contrary, a City that is a party to this Agreement may, in such manner as is permitted by applicable laws, guarantee or otherwise financially participate with the Agency in issuing bonds or other evidence of indebtedness only if such guarantee or other financial participation is expressly approved by that City's governing body.

Section 23. Disposition of Assets. Upon termination of this Agreement, after the payment of all obligations of the Agency, any assets remaining shall be distributed to the then member Cities in the manner determined by the Board in accordance with this Agreement, the Act and other applicable laws.

Section 24. Liability Insurance. Except as otherwise determined by the Board, any liability insurance obtained for the Agency shall name each of the Cities as additional insureds.

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Section 26. Administrative Costs. It is the intent of the signators to share administrative costs of the Agency, equitably, based on the percentage of each City's population to the total combined population of all member Cities.

Section 27. Council Approval Required For Obligation of Funds. Notwithstanding the provisions of Sections 19(a), 21, 22, and 26 of this Agreement, no member City shall be obligated to pay or reimburse any contributions, payments, advances, administrative costs, or debts incurred by the Agency or any of its member Cities unless prior approval of such payment or reimbursement is given by the City Council of the Member City.

Section 28. Effective Date. The effective date of this Agreement shall be the date upon which at least five (5) Cities have executed and delivered this Agreement. This Agreement may be executed in any number of counterparts. All such counterparts shall be deemed to be originals and shall together constitute but one and the same instrument.

That the members of this Agency have caused this Agreement to be executed on their behalf, respectively, as follows:

ATTEST:

CITY OF CARSON

John S. Kewagon
City Clerk

By: Judah J. Fife
Mayor

APPROVED AS TO FORM:

D. R.
att. City Attorney

DATE OF EXECUTION 4-5-95

ATTEST: CITY OF

By: _____
City Clerk Mayor

DATE OF EXECUTION: _____

ATTEST: CITY OF

By: _____
City Clerk Mayor

DATE OF EXECUTION: _____

ATTEST: CITY OF

By: _____
City Clerk Mayor

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City Clerk Mayor

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By: _____
City Clerk Mayor

DATE OF EXECUTION: _____

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SOUTHERN CALIFORNIA CITIES CONSORTIUM

Signed copies from the member cities:

Carson

Culver City

Gardena

Hawthorne

Inglewood

Lawndale

Lomita

Redondo Beach

West Hollywood

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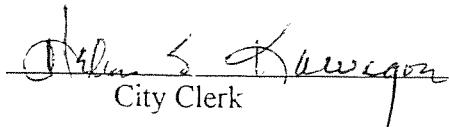
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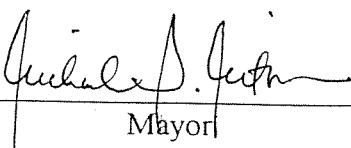
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That the members of this Agency have caused this Agreement to be executed on their behalf, respectively, as follows:

ATTEST:

CITY OF CARSON


Helen S. Kuehner
City Clerk

By: 
Michael J. Fife
Mayor

APPROVED AS TO FORM:


and. City Attorney

DATE OF EXECUTION 4-5-95

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That the members of this Agency have caused this Agreement to be executed on their behalf, respectively, as follows:

ATTEST:

CITY OF CULVER CITY

Tom Cul 03/23/95
City Clerk

By:

Albert Vera
Mayor ALBERT VERA

DATE OF EXECUTION: 3-15-95 NYH

Approved as to form: N.Y. Herring
NORMAN HERRING
CITY ATTORNEY

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That the members of this Agency have caused this Agreement to be executed on their behalf, respectively, as follows:

ATTEST:

CITY OF GARDENA, CALIFORNIA

May I. Soi

City Clerk

By: Donald L. Dear

Mayor

DATE OF EXECUTION: 3-15-95

APPROVED AS TO FORM:

By: Lisa E. Kranitz

LISA E. KRAMITZ
ACTING CITY ATTORNEY

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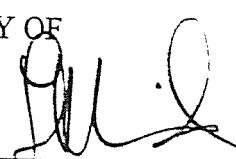
Danadee Sullivan

City Clerk

CITY OF

HAWTHORNE

By:



Mayor LARRY M. GUIDI

DATE OF EXECUTION: 3/13/95

APPROVED AS TO FORM
CITY ATTORNEY
By <u>LSG</u>
Date <u>3/13/95</u>

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ATTEST:

Neile Roth
City Clerk

CITY OF LAWNDALE

By: Charles E. Hopman
Mayor

DATE OF EXECUTION: 5-31-95

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That the members of this Agency have caused this Agreement to be executed on their behalf, respectively, as follows:

ATTEST:

Ann Huerta
City Clerk

CITY OF LOMITA

By: Ben Traina
Mayor BEN TRAINA

DATE OF EXECUTION: MARCH 20, 1995

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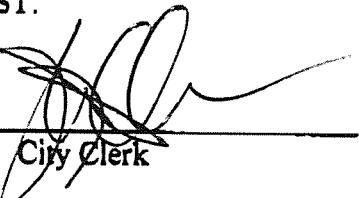
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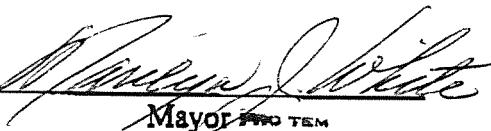
ATTEST:



City Clerk

CITY OF REDONDO BEACH

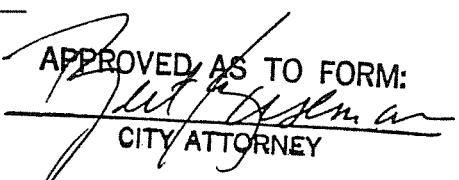
By:



Mayor TWO TERM

DATE OF EXECUTION: April 4, 1995

APPROVED AS TO FORM:



CITY ATTORNEY

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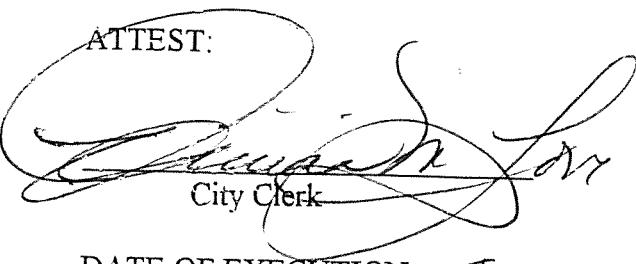
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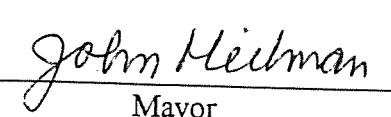
Section 28. Effective Date. The effective date of this Agreement shall be the date upon which at least five (5) Cities have executed and delivered this Agreement. This Agreement may be executed in any number of counterparts. All such counterparts shall be deemed to be originals and shall together constitute but one and the same instrument.

That the members of this Agency have caused this Agreement to be executed on their behalf, respectively, as follows:

ATTEST:


Dennis P. Lorr
City Clerk

CITY OF WEST HOLLYWOOD

By: 
John Heilman
Mayor

DATE OF EXECUTION: July 7, 1995