

**SIXTH AMENDMENT TO WEST ORANGE COUNTY WATER BOARD
JOINT POWERS AGREEMENT**

This SIXTH AMENDMENT TO JOINT POWERS AGREEMENT (“Sixth Amendment”) is entered into this ___ day of _____, 2024, by and among the CITY OF GARDEN GROVE, the CITY OF HUNTINGTON BEACH, the CITY OF SEAL BEACH, and the CITY OF WESTMINSTER, collectively hereinafter sometimes referred to as the “Contracting Parties” or the “Parties,” all of which are municipal corporations formed under and existing pursuant to the laws of the State of California.

WITNESSETH:

WHEREAS, the Parties hereto are all of the parties to that certain Joint Powers Agreement, executed on October 25, 1967, known as the “West Orange County Water Board Joint Powers Agreement” (“Joint Powers Agreement”); and

WHEREAS, the Joint Powers Agreement has been amended from time to time on December 15, 1969; December 1, 1993; July 15, 1994; October 17, 2005; and October 18, 2023, which prior amendments that are incorporated herein by reference; and

WHEREAS, Section 8 of the Joint Powers Agreement provides that the terms and provisions of the Joint Powers Agreement may be amended with the unanimous consent of the Parties; and

WHEREAS, the Parties hereto desire to amend Section 6 of the Joint Powers Agreement to increase the compensation for each sitting member of the West Orange County Water Board (“Board”), which has not increased since 2005.

NOW, THEREFORE, THE CONTRACTING PUBLIC AGENCIES HEREBY DO AGREE AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

Section 2. Authority for Amendment. The Parties hereto are authorized by law to contract with each other for the joint exercise of common powers under Article 1, Chapter 5, Division 7, Title 1 of the Government Code of the State of California, and are authorized to amend the Joint Powers Agreement pursuant to Section 8 thereof, by the unanimous consent of the governing bodies of each of the Parties.

Section 3. Amendment. Section 6 of the Joint Powers Agreement is hereby amended and superseded in its entirety to read as follows:

“SECTION 6

Directors shall be compensated for attending meetings of the Board of Directors in an amount fixed by the Board, which shall not be in excess of \$200 per meeting of the Board. Additionally, the Board may provide for the reimbursement of traveling expenses for Directors between their place of residence and the location of the Board meeting. The Board may provide for the reimbursement of the expenses of a Director if such are directed by the Board to attend any meeting or other activity which it is determined by the Board to be in the best interest of the West Orange County Water Board and which relates to the accomplishment of the purposes herein provided for. The compensation herein provided for shall be in addition to any other fee or compensation to which the person entitled thereto might otherwise be entitled to receive by reason of some other office or position which they may hold.”

[Remainder of this page intentionally left blank]

Section 4. Remainder of Agreement. Except for the changes specifically set forth herein, all other terms of the Joint Powers Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Fifth Amendment as of the Effective Date.

ATTEST:

CITY OF GARDEN GROVE:

Name: _____
City Clerk,
City of Garden Grove

By _____
Name: _____
Mayor

ATTEST:

CITY OF HUNTINGTON BEACH

Name: _____
City Clerk,
City of Huntington Beach

By _____
Name: _____
Mayor

ATTEST:

CITY OF SEAL BEACH

Name: _____
City Clerk,
City of Seal Beach

By _____
Name: _____
Mayor

ATTEST:

CITY OF WESTMINSTER

Name: _____
City Clerk,
City of Westminster

By _____
Name: _____
Mayor