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SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

JOINT POWERS AGREEMENT

Dated as of November 1, 1980

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JOINT POWERS AGREEMENT

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

THIS AGREEMENT, dated as of November 1, 1980, by and among City of Anaheim, City of Azusa, City of Banning, City of Burbank, City of Colton, City of Glendale, City of Los Angeles, City of Pasadena, City of Riverside and Imperial Irrigation District;

W I T N E S S E T H :

WHEREAS, each Member is a city, public corporation or public district of the State of California and is empowered by law to acquire, construct, maintain and operate facilities for the generation or transmission of electrical energy for public or private use and all rights, properties and improvements necessary therefor, including fuel and water facilities and resources; and

WHEREAS, each Member desires to enter into an agreement to create a separate public entity pursuant to the provisions of the Joint Powers Act for the purpose set forth herein and desires that such separate public entity have the powers provided herein in connection with such purpose;

NOW, THEREFORE, the Members, for and in consideration of the mutual promises and agreements herein contained, do hereby agree as follows:

SECTION 1. PURPOSE. This Agreement is made pursuant to the provisions of Chapter 5, Division 7, Title 1, of the Government Code of the State of California, as amended (the "Joint Powers Act"), to create a separate public entity for the purpose of undertaking the planning, financing, development, acquisition, construction, reconstruction, improvement, enlargement, betterment, operation or maintenance of one or more Projects.

SECTION 2. DEFINITIONS. In addition to the other terms defined herein, the following terms, whether in the singular or in the plural, when used herein and initially capitalized, shall have the meanings specified.

(a) **Authority.** The term "Authority" shall mean the separate public entity created by this Agreement.

(b) **Fiscal Year.** The term "Fiscal Year" shall mean the Fiscal Year of the Authority as established from time to time by the Board of Directors, being at the date of this Agreement the period from July 1 to and including the following June 30.

(c) **Member.** The term "Member" shall mean (i) the parties first listed above, each of which is a city, public corporation or public district of the State of California and each of which executed this Agreement on or before the date first above written; (ii) a city, public corporation or public district which shall have met the requirements of Section 13 hereof; and (iii) a successor of a city, public corporation or public district referred to in clause (i) or clause (ii) of this subsection (c). The term "Member" shall,

however, exclude any city, public corporation or public district which shall have withdrawn or been excluded from the Authority pursuant to Section 14 hereof.

(d) **Project.** The term "Project" shall mean (i) facilities for the generation or transmission of electrical energy for public or private uses and all rights, properties and improvements necessary therefor, including fuel and water facilities and resources, and buildings, structures, improvements and facilities appurtenant thereto or provided therefor together with land necessary therefor and (ii) an ownership interest or a capacity right in any facility for the generation or transmission of electric energy. Any such facility for the generation or transmission of electric energy may be situated in whole or in part within or without the State of California. As used in the first sentence of this subsection (d), "transmission of electrical energy" shall not include the final distribution of electric energy to the consumer. Except where the context shall indicate otherwise, the meaning of the term "Project" shall include a Study Project.

(e) **Project Contract.** The term "Project Contract" shall mean a contract between the Authority and a Member providing to such Member an entitlement or a right to participate in the capacity, output or service of a Project or a Study Project of the Authority and obligating such Member to make payments with respect to the costs thereof, all in accordance with the terms and conditions of such Contract.

(f) **Project Matter.** The term "Project Matter" shall mean a matter for decision by the Board of Directors involving a question pertinent to the studying, planning, financing, developing, acquiring, constructing, reconstructing, improving, enlarging, bettering, operating or maintaining of a Project as to which there shall be one or more Project Contracts.

(g) **Project Votes.** The term "Project Votes" shall mean the number of votes a Director shall be entitled to cast with respect to a Project Matter. Each Director shall be entitled to cast that number of votes with respect to a Project Matter computed, with respect to the Member such Director represents, as follows:

(i) 1 vote, plus

(ii) that number of votes (rounded to the next higher whole number) equal to 1000 multiplied by the result of dividing (aa) the amount of the Member's then existing entitlement or right to participate in the Project or Study Project to which the Project Matter relates, by (bb) the aggregate amount of all Members' then existing entitlements or rights to participate in such Project or Study Project.

In the event a Project involves both generation and transmission facilities and any Member's entitlement or right to participate in such Project's generation differs from that with respect to such Project's transmission, the calculation pursuant to clause (ii) of this subsection (g) shall be made on the basis of Project generation.

In the event that a calculation under clause (ii) of this subsection (g) is being made with respect to a Project (other than a Study Project) prior to the date of commercial operation of the Project, such calculation shall be made as of the anticipated date of commercial operation of such Project.

Each computation of Project Votes shall be prepared by the Secretary of the Authority and submitted to and verified by the Board of Directors.

(h) **Study Project.** The term "Study Project" shall mean one or more proposed Projects as to which the Authority undertakes to make studies or to acquire options or permits and to incur other preliminary costs prior to the undertaking of the construction or acquisition of such proposed Project or Projects.

SECTION 3. CREATION OF AUTHORITY. Pursuant to the Joint Powers Act, there is hereby created a public entity, to be known as the "Southern California Public Power Authority", and said Authority shall be a public entity separate and apart from the Members.

SECTION 4. TERM. This Agreement shall become effective as of the date hereof and, subject to the right to rescind provided by Section 8 hereof, shall continue in full force and effect for a period of fifty (50) years from the date hereof or until such later date as all bonds and notes of the Authority and the interest thereon shall have been paid in full or adequate provision for such payment

shall have been made in accordance with the instruments governing such bonds and notes.

SECTION 5. POWERS. The Authority shall have power to finance, acquire, construct, maintain and operate one or more Projects. The Authority is hereby authorized and empowered, in its own name, to do or cause to be done all acts necessary for the exercise of said power, including but not limited to any or all of the following:

(a) To plan, develop, acquire, construct, manage, maintain or operate any buildings, facilities, works, roads or improvements or any interest therein, including, without limitation, to acquire, construct, reconstruct, improve, and rehabilitate, repair, operate and maintain (separately or jointly) generating plants or transmission systems for the purpose of delivering electrical power and energy generated thereby and any mine, well, pipeline, plant, reservoir, structure or other facility for the development, production, manufacture, management, storage, fabrication or processing of fuel of any kind or water for use in any of such generating plants, and any railroad cars, trackage, pipes, slurry lines, equipment and any structures or facilities of any kind used or useful in the transporting of fuel of any kind or water to any of such generating plants, to act as agent or to designate one or more other utilities participating in a joint undertaking to act as agent in

connection with any of the foregoing, and to sell, deliver, exchange, and otherwise dispose of the power and energy generated by said plants, and any of the waste or by-products therefrom, and to purchase, lease or otherwise acquire and equip, maintain, operate, sell, assign, convey, lease and otherwise dispose of electrical generating plants or transmission systems or both, together with all lands, buildings, equipment, and all other real or personal property, tangible or intangible, necessary or incidental thereto.

(b) To acquire (by exercise of the power of eminent domain or otherwise), hold, lease (as lessor or lessee), sell, or otherwise dispose of any real or personal property, commodity, or service including, without limitation, to buy, lease, construct, appropriate, contract for, invest in, and otherwise acquire, and to own, hold, maintain, equip, operate, manage, improve, develop, and deal in and with, and to sell, lease, exchange, transfer, convey and otherwise dispose of, real and personal property of every kind, tangible and intangible, commodities (including fuel and water) and services; provided that the power to acquire property for the purposes of a project for the generation or transmission of electrical energy shall not include the power of condemnation of property owned or otherwise subject to use or control by any public utility within the State of California.

(c) To make and enter into contracts with any Member or any other entity, public or private, with respect to the purchase, sale or transmission of electric power or energy or both, or with respect to the ownership, location, acquisition, construction, operation or disposal of any Project, or with respect to any other matters relating to any Project, on such terms and conditions as shall be determined by the Board of Directors.

(d) To establish or agree to establish, pursuant to any contract with respect to a Project, management or other committees composed of representatives of participating entities and to agree to the powers, duties, procedures and responsibilities of any such committee.

(e) To make and enter into other contracts of every kind with the Members, the United States, any state or political subdivision thereof, and any individual, firm, association, partnership, corporation or any other organization of any kind.

(f) To employ agents and employees.

(g) To incur debts, liabilities or obligations which do not constitute a debt, liability or obligation of any Member.

(h) To sue and be sued in its own name.

(i) To exercise any other power permitted by the Joint Powers Act.

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

SECTION 6. BONDS AND NOTES. The Authority shall also have the power to issue, sell and deliver bonds in accordance with the provisions of the Joint Powers Act for the purpose of acquiring or constructing one or more Projects and to issue notes for the purpose of financing one or more Study Projects and for the purpose of providing temporary financing of costs of construction or acquisition of one or more Projects. The terms and conditions of the issuance of any such bonds or notes shall be set forth in such resolution, indenture or other instrument, shall include such security provisions and shall specify such source or sources of payment, as in accordance with law shall be determined by the Board of Directors.

SECTION 7. LIMITATIONS. Bonds or notes issued by the Authority under Section 6, and contracts or obligations which are entered into by the Authority to carry out the purposes for which such bonds or notes are issued and which are payable in whole or in part from the proceeds of said bonds or notes, shall not constitute a debt, liability or obligation of any Member. Pursuant to Section 6508.1 of the Government Code of the State of California, as amended,

no debt, liability or obligation of the Authority shall be a debt, liability or obligation of any Member.

Nothing in this Section contained shall in any way diminish the liability of any Member with respect to any contract between such Member and the Authority.

SECTION 8. TERMINATION OF POWERS; LIQUIDATION; DISTRIBUTION. This Agreement shall continue in full force and effect, and the Authority shall continue to possess the powers herein conferred upon it, until the expiration (pursuant to Section 4 of this Agreement) of the term of this Agreement or until the Members shall have rescinded this Agreement (pursuant to this Section 8). Rescission of this Agreement may only be accomplished by a writing or writings executed by each Member and approved by resolution of each Member's governing body. In no event shall this Agreement or the powers herein granted to the Authority be rescinded until (a) all bonds and notes of the Authority and the interest thereon shall have been paid or adequate provision for such payment shall have been made in accordance with the instruments governing such bonds and notes and (b) all other obligations and liabilities of the Authority shall have been met or adequately provided for.

Upon any such expiration or rescission, the Board of Directors shall liquidate the business and assets and property of the Authority as expeditiously as possible, and distribute any net proceeds to any Members in such manner in accordance with law as shall be determined by the Board of Directors.

SECTION 9. BOARD OF DIRECTORS. The Authority shall be administered by a governing board (the "Board of Directors") which shall consist of one Director representing each Member. The Director representing each Member shall be the chief executive officer of the electric utility of such Member or the designee of such chief executive officer. Each Director will serve in his individual capacity as a member of the Board of Directors. The Board of Directors shall have the general management of the affairs, property and business of the Authority and may adopt and modify from time to time such by-laws and other rules and regulations for that purpose and for the conduct of its meetings as it may deem proper. The Board of Directors may exercise and shall be vested with all powers of the Authority insofar as not inconsistent with law or this Agreement.

SECTION 10. MEETINGS OF BOARD OF DIRECTORS.

(a) **Regular Meetings.** The Board of Directors shall hold a regular meeting not less than once each calendar year. The date upon which, and the hour and place at which, each regular meeting shall be held shall be fixed by resolution of the Board of Directors.

(b) **Special Meetings.** Special meetings of the Board of Directors may be called in accordance with the provisions of Section 54956 of the Government Code of the State of California, as amended.

(c) **Legal Notice.** All meetings of the Board of Directors 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 in such laws provided.

(d) **Minutes.** The Secretary of the Authority shall cause to be kept minutes of the meetings of the Board of Directors, both regular and special, and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Director.

(e) **Quorum.** A majority of the Board of Directors shall constitute a quorum for the transaction of business, except that, if less than a majority is present at a meeting, a majority of those Directors present may adjourn the meeting from time to time.

(f) **Voting.** When a quorum is present at a meeting of the Board of Directors, the vote of the Directors present at such meeting shall decide any question brought before such meeting and such decision shall be deemed to be the action of the Board. Except as provided in subsection (g) of this Section 10 and in Section 13(b)(i) of this Agreement, each Director shall have one vote and the vote of the majority shall decide any question.

(g) **Voting on Project Matters.** All questions regarding Project Matters shall be decided by 80% of the Project Votes cast thereon; provided, that, upon the unanimous vote of the Board of Directors and the inclusion of a provision to such effect in each Project Contract for a Project, all questions or specified questions regarding Project Matters with respect to such Project will be decided by a majority of the Project Votes cast thereon. Each Director shall be entitled to cast all or any portion of the number of such Director's Project Votes. No vote shall be taken on any Project Matter unless there shall be present at the meeting Directors

entitled to cast more than 50% of the Project Votes relative to such Project Matter.

(h) **Other Voting Arrangements.** No provision of this Agreement shall in any way restrict the ability of the Authority to make and enter into from time to time contracts providing for representation on management or other committees with respect to a Project and/or voting by the parties to such contracts on matters related thereto, on the terms provided therein.

SECTION 11. OFFICERS.

(a) At its first meeting in each calendar year, the Board of Directors shall elect or re-elect a President and a Vice President each of whom shall be selected from among the Directors and shall also appoint or re-appoint a Secretary and a Treasurer/Auditor each of whom may, but need not, be selected from among the Directors. In the event that the President, Vice President, Secretary or Treasurer/Auditor so elected or appointed ceases (in the case of the President or the Vice President) to be a Director, resigns from such office or is otherwise unable to perform the duties of such office, the resulting vacancy shall be filled at the next regular meeting of the Board of Directors held after such vacancy occurs. In the absence or inability of the President to act, the Vice President shall act as President. The President, or in his absence the Vice President, shall preside at and conduct all meetings of the Board of Directors.

(b) The Treasurer/Auditor is designated as the treasurer and the auditor of the Authority and as such (i) shall be the depository of the Authority to have custody of all the money of the Authority, from whatever source, (ii) shall draw warrants to pay demands against the Authority when the demands have been approved by the President or the Vice President of the Authority, and (iii) shall have the other powers, duties and responsibilities of such officers as specified in Section 6505.5 of the Government Code of the State of California, as amended, except insofar as such powers, duties and responsibilities are assigned to a trustee appointed, as is provided for and authorized by Section 6558 of the Government Code of the State of California, as amended, pursuant to any resolution, indenture or other instrument providing for the issuance of bonds or notes of the Authority pursuant to Section 6 of this Agreement.

(c) The President, the Vice President and (to the extent such officer's duties and responsibilities pursuant to the Joint Powers Act require) the Treasurer/Auditor are designated as the public officers or persons who have charge of, handle, or have access to any property of the Authority, and each such officer shall file an official bond with the Secretary of the Authority in the amount of \$100,000.

(d) In addition to the powers, duties and responsibilities provided herein or by law, the President, the Vice President and the Secretary shall have such powers, duties and responsibilities as are provided in the by-laws of the Authority. The Treasurer/Auditor

shall have such powers, duties and responsibilities as are provided herein or by law.

(e) The Board of Directors shall have the power to appoint an Executive Director, who may be an employee of a Member and who shall have such powers, duties and responsibilities as are provided in the by-laws of the Authority.

(f) The Board of Directors shall have the power to appoint such other officers and employees as it may deem necessary, any of whom may be employees of a Member, and who shall have such powers, duties and responsibilities as are determined by the Board of Directors.

SECTION 12. CONTRIBUTIONS; PAYMENTS; ADVANCES; ETC. In accordance with Section 6504 of the Government Code of the State of California, as amended, the Members shall make such contributions, payments and advances to the Authority as are approved from time to time by the Board of Directors. The Authority may make such arrangements relative to the repayment or return to the Members of such contributions, payments and advances as are approved from time to time by the Board of Directors.

Any Member 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 Authority as provided in Section 14(c) of this Agreement.

SECTION 13. ADDITIONAL MEMBERS. Any city, public corporation or public district organized and existing under the laws of the State of California or under a city charter adopted pursuant thereto, authorized by or pursuant to such laws or charter to engage in the activities described in the first recital of this Agreement, and located in either Imperial County, Los Angeles County, Orange County, Riverside County, San Bernardino County, San Diego County or Ventura County, may become a Member upon meeting the following conditions:

(a) The city, public corporation or public district shall file with the Board of Directors a certified copy of a resolution of its governing body whereby the city, public corporation or public district (i) agrees to the provisions of this Agreement and (ii) requests to become a Member.

(b) No such city, public corporation or public district shall become a Member until (i) its admission is approved at a regular or special meeting of the Board of Directors by unanimous vote and (ii) such city, public corporation or public district deposits or agrees to deposit with the Authority an amount equal to such share of the costs and expenses incurred by the Authority prior to the date of admission of such city, public corporation or public district as a Member as shall be determined by the Board of Directors.

Upon completion of the foregoing, the city, public corporation or public district shall become a Member for all purposes of this Agreement.

SECTION 14. WITHDRAWAL OR EXCLUSION OF MEMBER. (a) Any Member may withdraw from the Authority upon the following conditions: (i) the Member shall have filed with the Board of Directors a certified copy of a resolution of its governing body expressing its desire to so withdraw and (ii) if the Authority, prior to the filing of such resolution, shall have incurred any obligation payable from contributions, payments or advances in accordance with Section 12 hereof which obligation matures after the date of such filing, the withdrawing Member shall have paid, or made arrangements satisfactory to the Board of Directors to pay, to the Authority its pro rata portion of such obligation.

(b) Upon compliance with the conditions specified in subsection (a) of this Section 14, the withdrawing Member shall no longer be considered a Member for any reason or purpose under this Agreement and its rights and obligations under this Agreement shall terminate. The withdrawal of a Member shall not affect any obligations of such Member under any contract between the withdrawing Member and the Authority.

(c) Any Member which has (i) defaulted under a contract with the Authority, or (ii) failed to pay any required contributions, payments or advances in accordance with Section 12 hereof, may have its rights under this Agreement terminated and may be excluded from participation in the Authority by the vote (taken at a regular or special meeting of the Board of Directors) of a majority of the Board of Directors (including the Director representing the defaulting Member), each casting one vote. Any excluded Member shall continue

to be liable for its obligations under any contract with the Authority and for any unpaid contribution, payment or advance approved by the Board of Directors prior to such Member's exclusion and not objected to by such Member by written notice to the Authority within thirty days after such approval.

SECTION 15. ACCOUNTS AND REPORTS. There shall be strict accountability of all funds and reporting of all receipts and disbursements of the Authority. The Authority shall establish and maintain such funds and accounts as may be required by good accounting practice or by any provision of any resolution, indenture or other instrument of the Authority securing its bonds or notes, except insofar as such powers, duties and responsibilities are assigned to a trustee appointed pursuant to such resolution, indenture or other instrument. The books and records of the Authority shall be open to inspection at all reasonable times to each Member and its representatives. The Authority, within 120 days after the close of each Fiscal Year, shall give a complete written report of all financial activities for such Fiscal Year to the Members.

The Treasurer/Auditor shall cause an annual independent audit of the accounts and records of the Authority to be made by a certified public accountant or public accountant, all in accordance with, and at the time or times required by, law.

All the books, records, accounts and files referred to in this Section 15 shall be open to the inspection of holders of bonds or notes of the Authority to the extent and in the manner provided in

the resolution, indenture or other instrument providing for the issuance of such bonds or notes.

SECTION 16. BREACH. If default shall be made by any Member in any undertaking contained in this Agreement, such default shall not excuse such Member or any other Member from fulfilling its obligations under this Agreement and each Member shall continue to be liable for the payment of contributions, payments and advances pursuant to Section 12 hereof and the performance of all conditions herein contained. Each Member hereby declares that this Agreement is entered into for the benefit of the Authority created hereby and each Member hereby grants to the Authority the right to enforce by whatever lawful means the Authority deems appropriate all of the obligations of each of the Members hereunder. Each and all of the remedies given to the Authority hereunder or by any law now or hereafter enacted are cumulative and the exercise of one right or remedy shall not impair the right of the Authority to any or all other remedies.

SECTION 17. SEVERABILITY. In the event that any term, covenant or condition of this Agreement or the application of such term, covenant or condition, shall be held invalid as to any person or circumstance by any court having jurisdiction in the premises, all other terms, covenants or conditions of this Agreement and their application shall not be affected thereby, but shall remain in force and effect unless a court holds that the provisions are not separable from all other provisions of this Agreement.

SECTION 18. SUCCESSORS AND ASSIGNS; AMENDMENTS. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Members. No Member may assign any right or obligation hereunder without the consent of all other Members. The immediately preceding sentence shall not affect, in any respect, any right of assignment under any contract between any Member and the Authority. Subject to any requirements of law (including Section 6573 of the Government Code of the State of California, as amended), this Agreement may be amended at any time and from time to time by a writing or writings executed by each Member and approved by resolution of each Member's governing body.

SECTION 19. NOTICES. (a) Any notice, demand or request provided for in this Agreement shall be in writing and shall be deemed properly served, given, or made if delivered in person or sent by registered or certified mail, postage prepaid, to the persons specified below:

if to the Authority:

Public Utilities Director
Riverside Public
Utilities Department
3900 Main Street
Riverside, California 92522

if to City of Anaheim:

City Clerk
200 South Anaheim Boulevard
Anaheim, California 92805

with a copy to:

General Manager
Public Utilities Department
200 South Anaheim Boulevard
Anaheim, California 92805

if to City of Azusa:

City Administrator
213 East Foothill Boulevard
Azusa, California 91702

if to City of Banning:

City Manager
161 West Ramsey Street
Banning, California 92220

if to City of Burbank:

General Manager
Public Service Department
164 West Magnolia
Burbank, California 91503

if to City of Colton:

Utilities Director
650 North La Cadena Drive
Colton, California 92324

if to City of Glendale:

General Manager and Chief Engineer
Public Service Department
111 North Glendale Avenue
Glendale, California 91206

if to City of Los Angeles:

Chief Engineer and Assistant Manager
Department of Water and Power
111 North Hope Street
Los Angeles, California 90012

if to City of Pasadena:

General Manager
Water and Power Department
100 North Garfield Avenue
Pasadena, California 91109

if to City of Riverside:

Public Utilities Director
3900 Main Street
Riverside, California 92522

if to Imperial Irrigation District:

General Manager
333 East Main Street
Imperial, California 92251

(b) A Member may, at any time, by written notice to each other Member and the Authority, designate different or additional persons or different addresses for giving of notices, demands or requests to it hereunder.

(c) The Authority may, at any time, by written notice to each Member, designate a different or additional person or a different address for giving of notices, demands or requests to it hereunder.

SECTION 20. EXECUTION OF COUNTERPARTS. 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.

IN WITNESS WHEREOF, the Members hereto have caused this 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 ANAHEIM

(seal)
ATTEST:

By

John Seymour

Lucas D. Abute

CITY OF AZUSA

(seal)
ATTEST:

By _____

CITY OF BANNING

(seal)
ATTEST:

By _____

IN WITNESS WHEREOF, the Members hereto have caused this 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 ANAHEIM

(seal)

By _____

ATTEST:

CITY OF AZUSA

(seal)

By *Jens J. Sofem*
Jens J. Sofem, Mayor

ATTEST:

Constance Lara
Constance Lara, Deputy City Clerk

CITY OF BANNING

(seal)

By _____

ATTEST:

IN WITNESS WHEREOF, the Members hereto have caused this 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 ANAHEIM

(seal)

By _____

ATTEST:

CITY OF AZUSA

(seal)

By _____

ATTEST:

CITY OF BANNING

(seal)

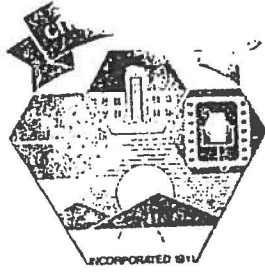
By Carl V. Wolfram
Carl V. Wolfram, Mayor

ATTEST:

By Stephen B. Julian
Stephen B. Julian, City Manager

Lucille Elizondo
Lucille Elizondo, City Clerk

OFFICIAL SEAL



(seal)

ATTEST:

Ernest L. Haley

CITY OF BURBANK

By Ronald O. Snyder

Ronald O. Snyder
General Manager Public Service Dept.

CITY OF COLTON

By _____

(seal)

ATTEST:

CITY OF GLENDALE

By _____

(seal)

ATTEST:

CITY OF LOS ANGELES
By DEPARTMENT OF WATER AND POWER
OF THE CITY OF LOS ANGELES

By _____

and _____

(seal)

CITY OF BURBANK

(seal)

By _____

ATTEST:

CITY OF COLTON

(seal)

By Frank A. Jones

ATTEST:

Helena A. Ramos

CITY OF GLENDALE

(seal)

By _____

ATTEST:

CITY OF LOS ANGELES
By DEPARTMENT OF WATER AND POWER
OF THE CITY OF LOS ANGELES

(seal)

By _____

and _____

CITY OF BURBANK

(seal)

By _____

ATTEST:

CITY OF COLTON

(seal)

By _____

ATTEST:

CITY OF GLENDALE

(seal)

By _____

ATTEST:

Spere H. Hogemeier

CITY OF LOS ANGELES
By DEPARTMENT OF WATER AND POWER
OF THE CITY OF LOS ANGELES

(seal)

By _____

and _____

CITY OF BURBANK

(seal)

By _____

ATTEST:

CITY OF COLTON

(seal)

By _____

ATTEST:

CITY OF GLENDALE

(seal)

By _____

ATTEST:

CITY OF LOS ANGELES
By DEPARTMENT OF WATER AND POWER
OF THE CITY OF LOS ANGELES

APPROVED AS TO FORM AND LEGALITY
BURT PINES, CITY ATTORNEY

(seal)

OCT 21 1980

By Arthur T Devine
Arthur T Devine
Assistant City Attorney

By Louis H. Winnard
LOUIS H. WINNARD
GENERAL MANAGER AND CHIEF ENGINEER
and Judith D. [Signature]
Secretary

AUTHORIZED BY RES. 45
JUL 17 1980

CITY OF PASADENA

(seal)

By *[Signature]*
City Manager

ATTEST:

[Signature]
City Clerk

CITY OF RIVERSIDE

(seal)

By _____

ATTEST:

IMPERIAL IRRIGATION DISTRICT

(seal)

By _____

ATTEST:

CITY OF PASADENA

(seal)

By _____

ATTEST:

CITY OF RIVERSIDE

(seal)

APPROVED

[Signature]
CITY ATTORNEY

ATTEST:

By

[Signature]
Mayor

Alice P. Lane
City Clerk

IMPERIAL IRRIGATION DISTRICT

(seal)

By _____

ATTEST:

CITY OF PASADENA

(seal)

By _____

ATTEST:

CITY OF RIVERSIDE

(seal)

By _____

ATTEST:

IMPERIAL IRRIGATION DISTRICT

(seal)

By _____

ATTEST:

CITY OF VERNON

(seal)

By Leonis C. Malburg, Mayor

ATTEST:

Bruce V. Malkenhorst
BRUCE V. MALKENHORST, City
Clerk

CITY OF PASADENA

(seal)

By _____

ATTEST:

CITY OF RIVERSIDE

(seal)

By _____

ATTEST:

IMPERIAL IRRIGATION DISTRICT

(seal)

By T. J. Colley

ATTEST:

Larry E. Beck



1 RESOLUTION NO. 14183

2 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
3 RIVERSIDE, CALIFORNIA, APPROVING THE TERMS AND
4 CONDITIONS OF A JOINT POWERS AGREEMENT, DATED AS
5 OF NOVEMBER 1, 1980, CREATING THE SOUTHERN CALIFORNIA
PUBLIC POWER AUTHORITY AND AUTHORIZING THE MAYOR AND
CITY CLERK TO EXECUTE SAID AGREEMENT ON BEHALF OF THE
CITY.

6 WHEREAS, the City of Riverside owns and operates an
7 electrical system; and

8 WHEREAS, the City of Riverside desires to enter into
9 an Agreement with other Southern California Public Agencies
10 which operate electrical systems for the purpose of studying,
11 acquiring, constructing and operating electrical generation
12 and transmission projects; and

13 WHEREAS, such activities may be accomplished through
14 the aforementioned Agreement.

15 NOW, THEREFORE, BE IT RESOLVED that:

16 1. A Joint Powers Agreement, dated as of November 1,
17 1980, creating a separate public entity to be known as the
18 "Southern California Public Power Authority" pursuant to the
19 provisions of Chapter 5, Division 7, Title 1, of the Govern-
20 ment Code of the State of California, as amended, has been
21 submitted to the City Council of the City of Riverside, and said
22 City Council hereby finds and determines that the terms and
23 conditions of said Agreement be, and the same hereby are,
24 approved.

25 2. The Mayor and City Clerk of the City of Riverside
26 are hereby authorized to execute and deliver said Agreement for,
27 and on behalf of, the City of Riverside, provided that prior
28 to such execution and delivery there shall be inserted at the
29 head of said Agreement the name, and in Section 19 thereof the
30 name and notice address, of those of the following cities,
31 public corporations and public districts whose governing boards
32 shall have approved, prior to October 1, 1980, execution and

1 delivery by such city, public corporation or public district
2 of said Agreement, City of Anaheim, City of Azusa, City of
3 Banning, City of Burbank, City of Colton, City of Glendale,
4 City of Los Angeles, City of Pasadena, City of Riverside and
5 Imperial Irrigation District.

6 3. This Resolution shall take effect immediately.

7 ADOPTED by the City Council and signed by the Mayor
8 and attested by the City Clerk this 16th day of September, 1980.

9
10 *Al Brown*
11 Mayor of the City of Riverside

12 Attest:

13
14 *Alice A. Hare*
15 City Clerk of the City of Riverside

16 I, Alice A. Hare, City Clerk of the City of Riverside,
17 California, hereby certify that the foregoing resolution was
18 duly and regularly introduced and adopted by the City Council
19 of said City at its meeting held on the 16th day of September, 1980,
20 by the following vote, to wit:

21 Ayes: Councilmen Loveridge, Shepard, Mansfield, Bowers,
22 Buster and Frizzel.

23 Noes: None.

24 Absent: Councilman Digati.

25 IN WITNESS WHEREOF I have hereunto set my hand and
26 affixed the official seal of the City of Riverside, California,
27 this 16th day of September, 1980.

28
29 *Alice A. Hare*
30 City Clerk of the City of Riverside

8-1-80 31
JW/v 32