AGENDA REPORT

Meeting Date:	April 3, 2012
Item Number:	H-6
To:	Honorable Mayor & City Council
From:	City Attorney
Subject:	RESOLUTION OF THE COUNCIL OF THE CITY OF BEVERLY HILLS APPROVING AN AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT ESTABLISHING THE CITY OF BEVERLY HILLS PUBLIC FINANCING AUTHORITY
Attachments:	1. Resolution 2. Amended and Restated JPA Agreement 3. Amended and Restated JPA Agreement (blackline)

RECOMMENDATION

The City Attorney recommends that the City Council adopt the Resolution approving the Amended and Restated Joint Powers Agreement establishing the City of Beverly Hills Public Financing Authority.

INTRODUCTION

The City Attorney recommends amending the Joint Powers Agreement establishing the City of Beverly Hills Public Financing Authority (the "JPA") to add an Executive Director who shall be the City Manager, provide that the Treasurer of the Authority will be the Chief Financial Officer of the City instead of the City Treasurer and provide that the Executive Director can sign contracts on behalf of the Authority in addition to the Chair and Vice-Chair or any of their designees.

DISCUSSION

The JPA currently provides that the City Treasurer shall serve as the Treasurer of the Authority. The City Attorney recommends that the Chief Financial Officer ("CFO") of the City serve as the Authority Treasurer because the duties of the Authority Treasurer more closely resemble the duties of the City CFO than the duties of the City's Treasurer.

In addition, it is recommended that the officer position of Executive Director be created for the administration of the Authority's day-to-day business and affairs, subject to Board direction. It is recommended that the City Manager fill the position of Executive Director and that the Executive Director be authorized to sign documents on behalf of the Authority in addition to the Chair or Vice-Chair, or any other designated signatories authorized pursuant to a Board resolution.

FISCAL IMPACT

Nominal filing fees.

Laurence S. Wiener
City Attorney

Attachment 1

RESOLUTION NO. 12-R-_____

RESOLUTION OF THE COUNCIL OF THE CITY OF BEVERLY HILLS APPROVING AN AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT ESTABLISHING THE CITY OF BEVERLY HILLS PUBLIC FINANCING AUTHORITY

WHEREAS, the City of Beverly Hills (the "City") and the Parking Authority of the City of Beverly Hills have entered into a Joint Exercise of Powers Agreement (the "Agreement") establishing the City of Beverly Hills Public Financing Authority (the "Authority") for the purpose, among others, of issuing its revenue bonds to be used to finance the acquisition, construction and improvement of certain public capital improvements in the City; and

WHEREAS, the City Council desires to amend and restate the Agreement to add an Executive Director who shall be the City Manager, provide that the Treasurer of the Authority will be the Chief Financial Officer of the City instead of the City Treasurer and provide that the Executive Director can sign contracts on behalf of the Authority in addition to the Chair and Vice-Chair or any of their designees.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BEVERLY HILLS as follows:

Section 1. The City Council hereby approves and adopts the Amended and Restated Joint Exercise of Powers Agreement attached hereto as Exhibit A.

Section 2. The City Clerk shall certify to the adoption of this resolution and shall cause this resolution and his certification to be entered in the Book of Resolutions of the Council of this City.

Adopted:

WILLIAM W. BRIEN, M.D.
Mayor

ATTEST:

BYRON POPE
City Clerk

APPROVED AS TO FORM:

LAURENCE S. WIENER
City Attorney

EXHIBIT A

AMENDED AND RESTATED

JOINT EXERCISE OF POWERS AGREEMENT

CITY OF BEVERLY HILLS PUBLIC FINANCING AUTHORITY

Attachment 2

AMENDED AND RESTATED

JOINT EXERCISE OF POWERS AGREEMENT

CITY OF BEVERLY HILLS PUBLIC FINANCING AUTHORITY

THIS AGREEMENT is by and between the City of Beverly Hills (the "City") and the Parking Authority of the City of Beverly Hills (the "Parking Authority"), each duly organized and existing under the laws of the State of California;

WITNESSETH:

WHEREAS, the City and the Parking Authority are each authorized to own, lease, purchase, receive and hold property necessary or convenient for their governmental operations; and

WHEREAS, the financing of the acquisition of property by the City and the Parking Authority acting separately may result in duplication of effort, inefficiencies in administration, and excessive cost, all of which, in the judgment of the City and the Parking Authority, could be eliminated if the financing of the acquisition of property were capable of being performed through a single public agency, and such is the purpose of this Agreement; and

WHEREAS, the Marks-Roos Local Bond Pooling Act of 1985 authorizes agencies formed under the Joint Exercise of Powers Law (hereinafter defined as the "Act") to assist in the financing of public capital improvements to be owned by any of its members;

NOW, THEREFORE, in consideration of the above premises and of the mutual promises herein contained, the City and the Parking Authority do hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions. Unless the context otherwise requires, the words and terms defined in this Article shall, for the purpose hereof, have the meanings herein specified.

"Act" means Articles 1 through 4 (commencing with Section 6500) of Chapter 5, Division 7, Title 1 of the Government Code of the State of California, as in effect on the date hereof, and as hereinafter amended.

"Agreement" means this Amended and Restated Joint Exercise of Powers Agreement.

"Authority" means the City of Beverly Hills Public Financing Authority established pursuant to this Agreement.

"Bond Law" means the Marks-Roos Local Bond Pooling Act of 1985, being Article 4 of the Act (commencing with Section 6584), as now or hereafter amended, Article 2 of the Act as now or hereafter amended, or any other law hereafter legally available for use by the Authority in the authorization and issuance of bonds to finance the financing of Obligations and/or Public Capital Improvements.

"Bond Purchase Agreement" means an agreement between the Authority and the City or the Parking Authority pursuant to which the Authority agrees to purchase Obligations from the City or the Parking Authority, as the case may be.

"Board" means the Board of Directors referred to in Section 2.4, which shall be the governing body of the Authority.

"Bonds" means obligations of the Authority issued pursuant to the Bond Law.

"Directors" means the representatives of the City appointed to the Board pursuant to Section 2.3.

"Fiscal Year" means the period from July 1st to and including the following June 30th.

"Obligations" has the meaning given to the term "Bonds" in Section 6585(c) of the Bond Law.

"Public Capital Improvement" has the meaning given to such term in Section 6585(g) of the Act, as in effect on the date hereof, and as hereinafter amended.

"Secretary" means the Secretary of the Authority appointed pursuant to Section 3.1.

"Treasurer" means the Treasurer of the Authority appointed pursuant to Section 3.2

ARTICLE II

GENERAL PROVISIONS

Section 2.1. Purpose. This Agreement is made pursuant to the Act providing for the joint exercise of powers common to the City and the Parking Authority, and for other purposes as permitted under the Act, the Bond Law and as agreed by one or more of the parties hereto. The purpose of this Agreement is to provide for the financing of Public Capital Improvements for the City and the Parking Authority through the acquisition by the Authority of such Public Capital Improvements and/or the purchase by the Authority of Obligations of the City and the Parking Authority pursuant to Bond Purchase Agreements and/or the lending of funds by the Authority to the City and/or the Parking Authority.

Section 2.2. Creation of Authority. Pursuant to the Act, there is hereby created a public entity to be known as the "City of Beverly Hills Public Financing Authority". The Authority shall be a public entity separate and apart from the City and the Parking Authority, and shall administer this Agreement.

Section 2.3. Board. The Authority shall be administered by a Board of five (5) Directors, unless and until changed by amendment of this Agreement. The members of the City Council of the City shall constitute the Directors of the Authority. The Board shall be called the "Board of Directors of the City of Beverly Hills Public Financing Authority". All voting power of the Authority shall reside in the Board.

Section 2.4. Meetings of the Board.

(a) Regular Meetings. The Board shall provide for its regular meetings; provided, however, that at least one regular meeting shall be held each year. The date, hour and place of the holding of regular meetings shall be fixed by resolution of the Board and a copy of such resolution shall be filed with each of the City and the Parking Authority.

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

(c) Call, Notice and Conduct of Meetings. All meetings of the Board, including without limitation, regular, adjourned regular and special meetings, shall be called, noticed, held and conducted in accordance with the provisions of Sections 54950 et seq. of the Government Code of the State of California.

Section 2.5. Minutes. The Secretary shall cause to be kept minutes of the meetings of the Board and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Director and to the City and the Parking Authority.

Section 2.6. Voting. Each Director shall have one vote.

Section 2.7. Quorum; Required Votes; Approvals. Directors holding a majority of the votes shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time. The affirmative votes of at least a majority of the Directors present at any meeting at which a quorum is present shall be required to take any action by the Board.

Section 2.8. Bylaws. The Board may adopt, from time to time, such bylaws, rules and regulations for the conduct of its meetings as are necessary for the purposes hereof.

ARTICLE III

OFFICERS AND EMPLOYEES

Section 3.1. Chairman, Vice-Chairman, Executive Director, Treasurer and Secretary. The Board shall elect a Chairman and Vice-Chairman from among the Directors, and shall appoint an Executive Director and Secretary who may, but need not, be a Director. The officers shall perform the duties normal to said offices. The Chairman or the Executive Director shall sign all contracts on behalf of the Authority, unless a resolution of the Board shall provide otherwise, and shall perform such other duties as may be imposed by the Board. The Vice-Chairman shall act, sign contracts and perform all of the Chairman's duties in the absence of the Chairman. The Secretary shall countersign all contracts executed on behalf of the Authority,

perform such other duties as may be imposed by the Board and cause a copy of this Agreement to be filed with the Secretary of State pursuant to the Act.

Section 3.2. Treasurer. Pursuant to Section 6505.6 of the Act, the Chief Financial Officer of the City of Beverly Hills is hereby designated as the Treasurer of the Authority. The Treasurer shall be the depositary, shall have custody of all of the accounts, funds and money of the Authority from whatever source, shall have the duties and obligations set forth in Sections 6505 and 6505.5 of the Act and shall assure that there shall be strict accountability of all funds and reporting of all receipts and disbursements of the Authority. As provided in Sections 6505 and 6505.6 of the Act, the Treasurer shall make arrangements with a certified public accountant or firm of certified public accountants for the annual audit of accounts and records of the Authority.

Section 3.3. Officers in Charge of Records, Funds and Accounts. Pursuant to Section 6505.1 of the Act, the Treasurer shall have charge of, handle and have access to all accounts, funds and money of the Authority and all records of the Authority relating thereto; and the Secretary shall have charge of, handle and have access to all other records of the Authority.

Section 3.4. Bonding Persons Having Access to Public Capital Improvements. From time to time, the Board may designate persons, in addition to the Secretary and the Treasurer, having charge of, handling or having access to any records, funds or accounts or any Public Capital Improvement of the Authority, and the respective amounts of the official bonds of the Secretary and the Treasurer and such other persons pursuant to Section 6505.1 of the Act.

Section 3.5. Legal Advisor. The Board shall have the power to appoint the legal advisor of the Authority who shall perform such duties as may be prescribed by the Board. Such legal advisor may be the City Attorney of City.

Section 3.6. Other Employees. The Board shall have the power to appoint and employ such other consultants and independent contractors as may be necessary for the purposes of this Agreement.

All of the privileges and immunities from liability, exemption from laws, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the activities of officers, agents, or employees of a public agency when performing their respective functions shall apply to them to the same degree and extent while engaged in the performance of any of the functions and other duties under this Agreement.

None of the officers, agents or employees directly employed by the Board shall be deemed, by reason of their employment by the Board to be employed by the City or the Parking Authority or, by reason of their employment by the Board, to be subject to any of the requirements of the City or the Parking Authority.

Section 3.7. Assistant Officers. The Board may appoint such assistants to act in the place of the Secretary or other officers of the Authority (other than any Director) as the Board shall from time to time deem appropriate.

ARTICLE IV

POWERS

Section 4.1. General Powers. The Authority shall exercise in the manner herein provided the powers common to each of the City and the Parking Authority, or as otherwise permitted under the Act, and necessary to the accomplishment of the purposes of this Agreement, subject to the restrictions set forth in Section 4.4.

As provided in the Act, the Authority shall be a public entity separate from the City and the Parking Authority. The Authority shall have the power to acquire and to finance the acquisition of Public Capital Improvements necessary or convenient for the operation of the City or the Parking Authority.

Section 4.2. Power to Issue Revenue Bonds. The Authority shall have all of the powers provided in the Act, including but not limited to Article 4 of the Act (commencing with Section 6584) and including the power to issue Bonds under the Bond Law.

Section 4.3. Specific Powers. The Authority is hereby authorized, in its own name, to do all acts necessary for the exercise of the foregoing powers, including but not limited to, any or all of the following:

(a) to make and enter into contracts;

(b) to employ agents or employees;

(c) to acquire, construct, manage, maintain or operate any Public Capital Improvement, including the common power of the City and the Parking Authority to acquire any Public Capital Improvement by the power of eminent domain;

(d) to sue and be sued in its own name;

(e) to issue Bonds and otherwise to incur debts, liabilities or obligations, provided that no such Bond, debt, liability or obligation shall constitute a debt, liability or obligation of either of the City or the Parking Authority;

(f) to apply for, accept, receive and disburse grants, loans and other aids from any agency of the United States-of America or of the State of California;

(g) to invest any money in the treasury pursuant to Section 6505.5 of the Act that is not required for the immediate necessities of the Authority, as the Authority determines is advisable, in the same manner and upon the same conditions as local agencies, pursuant to Section 53601 of the Government Code of the State of California;

(h) to apply for letters of credit in order to secure the repayment of Bonds and enter into agreements in connection therewith;

(i) to carry out and enforce all the provisions of this Agreement;

(j) to make and enter into Bond Purchase Agreements; and

(k) to exercise any and all other powers as may be provided in the Act, this Agreement, the Bylaws of the Authority or in any Bond Law.

Section 4.4. Restrictions on Exercise of Powers. The powers of the Authority shall be exercised in the manner provided in the Act and in the Bond Law, and, except for those powers set forth in Article 4 of the Act, shall be subject (in accordance with Section 6509 of the Act) to the restrictions upon the manner of exercising such powers that are imposed upon the City of Beverly Hills in the exercise of similar powers.

Section 4.5. Obligations of Authority. The debts, liabilities and obligations of the Authority shall not be the debts, liabilities and obligations of either of the City or the Parking Authority.

ARTICLE V

DELEGATION OF POWERS; CREDIT TO MEMBERS

Section 5.1. Delegation of Powers. The City and the Parking Authority hereby delegate to the Authority the power and duty to acquire, by lease, lease-purchase, installment sale agreements, or otherwise, or make loans to finance, such Public Capital Improvements as may be necessary or convenient for the operation of either of the City or the Parking Authority.

Section 5.2. Credit to City and the Parking Authority. All accounts or funds created and established pursuant to any instrument or agreement to which the Authority is a party, and any interest earned or accrued thereon, shall inure to the benefit of the City and the Parking Authority in the respective proportions for which such funds or accounts were created.

ARTICLE VI

CONTRIBUTIONS; ACCOUNTS AND REPORTS; FUNDS

Section 6.1. Contributions. The City and the Parking Authority may in the appropriate circumstances when required hereunder: (a) make contributions from their treasuries for the purposes set forth herein, (b) make payments of public funds to defray the cost of such purposes, (c) make advances of public funds for such purposes, such advances to be repaid as provided herein, or (d) use its personnel, equipment or property in lieu of other contributions or advances. The provisions of Government Code 6513 are hereby incorporated into this Agreement.

Section 6.2. Accounts and Reports. To the extent not covered by the duties assigned to a trustee chosen by the Authority, the Treasurer shall establish and maintain such funds and accounts as may be required by good accounting practice or by any provision of any trust agreement entered into with respect to the proceeds of any Bonds issued by the Authority. The books and records of the Authority in the hands of a trustee or the Treasurer shall be open to inspection at all reasonable times by representatives of the City and the Parking Authority. The Treasurer 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 City and the Parking Authority to the

extent such activities are not covered by the report of such trustee. The trustee appointed under any trust agreement shall establish suitable funds, furnish financial reports and provide suitable accounting procedures to carry out the provisions of said trust agreement. Said trustee may be given such duties in said trust agreement as may be desirable to carry out this Agreement.

Section 6.3. Funds. Subject to the applicable provisions of any instrument or agreement which the Authority may enter into, which may provide for a trustee to receive, have custody of and disburse Authority funds, the Treasurer of the Authority shall receive, have the custody of and disburse Authority funds as nearly as possible in accordance with generally accepted accounting practices, shall make the disbursements required by this Agreement or to carry out any of the provisions or purposes of this Agreement.

Section 6.4. Annual Budget and Administrative Expenses. The Board shall adopt a budget for administrative expenses, which shall include all expenses not included in any financing issue of the Authority, annually prior to the beginning of each Fiscal Year. The estimated annual administrative expenses of the Authority shall be allocated by the Authority to the City and the Parking Authority equally and paid to the Authority by the City and the Parking Authority at the time or times designated by the Authority.

ARTICLE VII

TERM

Section 7.1. Term. This Agreement shall become effective as of the date hereof and shall continue in full force and effect so long as any Bonds remain Outstanding or so long as the Authority shall own any interest in Public Capital Improvements.

Section 7.2. Disposition of Assets. Upon termination of this Agreement, all property of the Authority, both real and personal, shall be divided among the parties hereto in such manner as shall be agreed upon by the parties.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 8.1. Notices. Notices hereunder shall be in writing and shall be sufficient if delivered to the notice address of each party hereto for legal notices or as otherwise provided by a party hereto in writing to each of the other parties hereto.

Section 8.2. Section Headings. All section headings in this Agreement are for convenience of reference only and are not to be construed as modifying or governing the language in the section referred to or to define or limit the scope of any provision of this Agreement.

Section 8.3. Consent. Whenever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

Section 8.4. Law Governing. This Agreement is made in the State of California under the constitution and laws of the State of California, and is to be so construed.

Section 8.5. Amendments. This Agreement may be amended at any time, or from time to time, except as limited by contract with the owners of Bonds or other obligations issued by the Authority, including, without limitation, certificates of participation, in payments to be made by the Authority or the City or the Parking Authority or by applicable regulations or laws of any jurisdiction having authority, by one or more supplemental agreements executed by all of the parties to this Agreement either as required in order to carry out any of the provisions of this Agreement or for any other purpose, including without limitation addition of new parties. (including any legal entities or taxing areas heretofore or hereafter created) in furtherance of the purposes of this Agreement.

Section 8.6. Enforcement by Authority. The Authority is hereby authorized to take any or all legal or equitable actions, including but not limited to injunction and specific performance, necessary or permitted by law to enforce this Agreement.

Section 8.7. Severability. Should any part, term or provision of this Agreement be decided by any court of competent jurisdiction 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 portions or provisions shall not be affected thereby.

Section 8.8. Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the City and the Parking Authority, respectively. Neither the City nor the Parking Authority may assign any right or obligation hereunder without the written consent of the other.

IN WITNESS WHEREOF, the parties 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, on the day and year set opposite name of each of the parties.

PARKING AUTHORITY OF THE
CITY OF BEVERLY HILLS

DATE: _____

_____
Chairman

ATTEST:

_____
Secretary

CITY OF BEVERLY HILLS

DATE: _____

_____
Mayor

ATTEST:

_____
City Clerk

Attachment 3

AMENDED AND RESTATED

JOINT EXERCISE OF POWERS AGREEMENT

CITY OF BEVERLY HILLS PUBLIC FINANCING AUTHORITY

THIS AGREEMENT is by and between the City of Beverly Hills (the "City") and the Parking Authority of the City of Beverly Hills (the "Parking Authority"), each duly organized and existing under the laws of the State of California;

WITNESSETH:

WHEREAS, the City and the Parking Authority are each authorized to own, lease, purchase, receive and hold property necessary or convenient for their governmental operations; and

WHEREAS, the financing of the acquisition of property by the City and the Parking Authority acting separately may result in duplication of effort, inefficiencies in administration, and excessive cost, all of which, in the judgment of the City and the Parking Authority, could be eliminated if the financing of the acquisition of property were capable of being performed through a single public agency, and such is the purpose of this Agreement; and

WHEREAS, the Marks-Roos Local Bond Pooling Act of 1985 authorizes agencies formed under the Joint Exercise of Powers Law (hereinafter defined as the "Act") to assist in the financing of public capital improvements to be owned by any of its members;

NOW, THEREFORE, in consideration of the above premises and of the mutual promises herein contained, the City and the Parking Authority do hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions. Unless the context otherwise requires, the words and terms defined in this Article shall, for the purpose hereof, have the meanings herein specified.

"Act" means Articles 1 through 4 (commencing with Section 6500) of Chapter 5, Division 7, Title 1 of the Government Code of the State of California, as in effect on the date hereof, and as hereinafter amended.

"Agreement" means this Amended and Restated Joint Exercise of Powers Agreement.

"Authority" means the City of Beverly Hills Public Financing Authority established pursuant to this Agreement.

"Bond Law" means the Marks-Roos Local Bond Pooling Act of 1985, being Article 4 of the Act (commencing with Section 6584), as now or hereafter amended, Article 2 of the Act as now or hereafter amended, or any other law hereafter legally available for use by the Authority in the authorization and issuance of bonds to finance the financing of Obligations and/or Public Capital Improvements.

"Bond Purchase Agreement" means an agreement between the Authority and the City or the Parking Authority pursuant to which the Authority agrees to purchase Obligations from the City or the Parking Authority, as the case may be.

"Board" means the Board of Directors referred to in Section 2.4, which shall be the governing body of the Authority.

"Bonds" means obligations of the Authority issued pursuant to the Bond Law.

"Directors" means the representatives of the City appointed to the Board pursuant to Section 2.3.

"Fiscal Year" means the period from July 1st to and including the following June 30th.

"Obligations" has the meaning given to the term "Bonds" in Section 6585(c) of the Bond Law.

"Public Capital Improvement" has the meaning given to such term in Section 6585(g) of the Act, as in effect on the date hereof, and as hereinafter amended.

"Secretary" means the Secretary of the Authority appointed pursuant to Section 3.1.

"Treasurer" means the Treasurer of the Authority appointed pursuant to Section 3.2

ARTICLE II

GENERAL PROVISIONS

Section 2.1. Purpose. This Agreement is made pursuant to the Act providing for the joint exercise of powers common to the City and the Parking Authority, and for other purposes as permitted under the Act, the Bond Law and as agreed by one or more of the parties hereto. The purpose of this Agreement is to provide for the financing of Public Capital Improvements for the City and the Parking Authority through the acquisition by the Authority of such Public Capital Improvements and/or the purchase by the Authority of Obligations of the City and the Parking Authority pursuant to Bond Purchase Agreements and/or the lending of funds by the Authority to the City and/or the Parking Authority.

Section 2.2. Creation of Authority. Pursuant to the Act, there is hereby created a public entity to be known as the "City of Beverly Hills Public Financing Authority". The Authority shall be a public entity separate and apart from the City and the Parking Authority, and shall administer this Agreement.

Section 2.3. Board. The Authority shall be administered by a Board of five (5) Directors, unless and until changed by amendment of this Agreement. The members of the City Council of the City shall constitute the Directors of the Authority. The Board shall be called the "Board of Directors of the City of Beverly Hills Public Financing Authority". All voting power of the Authority shall reside in the Board.

Section 2.4. Meetings of the Board.

(a) Regular Meetings. The Board shall provide for its regular meetings; provided, however, that at least one regular meeting shall be held each year. The date, hour and place of the holding of regular meetings shall be fixed by resolution of the Board and a copy of such resolution shall be filed with each of the City and the Parking Authority.

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

(c) Call, Notice and Conduct of Meetings. All meetings of the Board, including without limitation, regular, adjourned regular and special meetings, shall be called, noticed, held and conducted in accordance with the provisions of Sections 54950 et seq. of the Government Code of the State of California.

Section 2.5. Minutes. The Secretary shall cause to be kept minutes of the meetings of the Board and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Director and to the City and the Parking Authority.

Section 2.6. Voting. Each Director shall have one vote.

Section 2.7. Quorum; Required Votes; Approvals. Directors holding a majority of the votes shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time. The affirmative votes of at least a majority of the Directors present at any meeting at which a quorum is present shall be required to take any action by the Board.

Section 2.8. Bylaws. The Board may adopt, from time to time, such bylaws, rules and regulations for the conduct of its meetings as are necessary for the purposes hereof.

ARTICLE III

OFFICERS AND EMPLOYEES

Section 3.1. Chairman, Vice-Chairman, Executive Director, Treasurer and Secretary. The Board shall elect a Chairman and Vice-Chairman from among the Directors, and shall appoint ~~a~~an Executive Director and Secretary who may, but need not, be a Director. The officers shall perform the duties normal to said offices. The Chairman or the Executive Director shall sign all contracts on behalf of the Authority, unless a resolution of the Board shall provide otherwise, and shall perform such other duties as may be imposed by the Board. The Vice-Chairman shall act, sign contracts and perform all of the Chairman's duties in the absence of the Chairman. The Secretary shall countersign all contracts ~~signed by the Chairman or Vice-~~

~~Chairman~~executed on behalf of the Authority, perform such other duties as may be imposed by the Board and cause a copy of this Agreement to be filed with the Secretary of State pursuant to the Act.

Section 3.2. Treasurer. Pursuant to Section 6505.6 of the Act, the ~~Treasurer~~Chief Financial Officer of the City of Beverly Hills is hereby designated as the Treasurer of the Authority. The Treasurer shall be the depositary, shall have custody of all of the accounts, funds and money of the Authority from whatever source, shall have the duties and obligations set forth in Sections 6505 and 6505.5 of the Act and shall assure that there shall be strict accountability of all funds and reporting of all receipts and disbursements of the Authority. As provided in Sections 6505 and 6505.6 of the Act, the Treasurer shall make arrangements with a certified public accountant or firm of certified public accountants for the annual audit of accounts and records of the Authority.

Section 3.3. Officers in Charge of Records, Funds and Accounts. Pursuant to Section 6505.1 of the Act, the Treasurer shall have charge of, handle and have access to all accounts, funds and money of the Authority and all records of the Authority relating thereto; and the Secretary shall have charge of, handle and have access to all other records of the Authority.

Section 3.4. Bonding Persons Having Access to Public Capital Improvements. From time to time, the Board may designate persons, in addition to the Secretary and the Treasurer, having charge of, handling or having access to any records, funds or accounts or any Public Capital Improvement of the Authority, and the respective amounts of the official bonds of the Secretary and the Treasurer and such other persons pursuant to Section 6505.1 of the Act.

Section 3.5. Legal Advisor. The Board shall have the power to appoint the legal advisor of the Authority who shall perform such duties as may be prescribed by the Board. Such legal advisor may be the City Attorney of City.

Section 3.6. Other Employees. The Board shall have the power to appoint and employ such other consultants and independent contractors as may be necessary for the purposes of this Agreement.

All of the privileges and immunities from liability, exemption from laws, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the activities of officers, agents, or employees of a public agency when performing their respective functions shall apply to them to the same degree and extent while engaged in the performance of any of the functions and other duties under this Agreement.

None of the officers, agents or employees directly employed by the Board shall be deemed, by reason of their employment by the Board to be employed by the City or the Parking Authority or, by reason of their employment by the Board, to be subject to any of the requirements of the City or the Parking Authority.

Section 3.7. Assistant Officers. The Board may appoint such assistants to act in the place of the Secretary or other officers of the Authority (other than any Director) as the Board shall from time to time deem appropriate.

ARTICLE IV

POWERS

Section 4.1. General Powers. The Authority shall exercise in the manner herein provided the powers common to each of the City and the Parking Authority, or as otherwise permitted under the Act, and necessary to the accomplishment of the purposes of this Agreement, subject to the restrictions set forth in Section 4.4.

As provided in the Act, the Authority shall be a public entity separate from the City and the Parking Authority. The Authority shall have the power to acquire and to finance the acquisition of Public Capital Improvements necessary or convenient for the operation of the City or the Parking Authority.

Section 4.2. Power to Issue Revenue Bonds. The Authority shall have all of the powers provided in the Act, including but not limited to Article 4 of the Act (commencing with Section 6584) and including the power to issue Bonds under the Bond Law.

Section 4.3. Specific Powers. The Authority is hereby authorized, in its own name, to do all acts necessary for the exercise of the foregoing powers, including but not limited to, any or all of the following:

(a) to make and enter into contracts;

(b) to employ agents or employees;

(c) to acquire, construct, manage, maintain or operate any Public Capital Improvement, including the common power of the City and the Parking Authority to acquire any Public Capital Improvement by the power of eminent domain;

(d) to sue and be sued in its own name;

(e) to issue Bonds and otherwise to incur debts, liabilities or obligations, provided that no such Bond, debt, liability or obligation shall constitute a debt, liability or obligation of either of the City or the Parking Authority;

(f) to apply for, accept, receive and disburse grants, loans and other aids from any agency of the United States-of America or of the State of California;

(g) to invest any money in the treasury pursuant to Section 6505.5 of the Act that is not required for the immediate necessities of the Authority, as the Authority determines is advisable, in the same manner and upon the same conditions as local agencies, pursuant to Section 53601 of the Government Code of the State of California;

(h) to apply for letters of credit in order to secure the repayment of Bonds and enter into agreements in connection therewith;

(i) to carry out and enforce all the provisions of this Agreement;

(j) to make and enter into Bond Purchase Agreements; and

(k) to exercise any and all other powers as may be provided in the Act, this Agreement, the Bylaws of the Authority or in any Bond Law.

Section 4.4. Restrictions on Exercise of Powers. The powers of the Authority shall be exercised in the manner provided in the Act and in the Bond Law, and, except for those powers set forth in Article 4 of the Act, shall be subject (in accordance with Section 6509 of the Act) to the restrictions upon the manner of exercising such powers that are imposed upon the City of Beverly Hills in the exercise of similar powers.

Section 4.5. Obligations of Authority. The debts, liabilities and obligations of the Authority shall not be the debts, liabilities and obligations of either of the City or the Parking Authority.

ARTICLE V

DELEGATION OF POWERS; CREDIT TO MEMBERS

Section 5.1. Delegation of Powers. The City and the Parking Authority hereby delegate to the Authority the power and duty to acquire, by lease, lease-purchase, installment sale agreements, or otherwise, or make loans to finance, such Public Capital Improvements as may be necessary or convenient for the operation of either of the City or the Parking Authority.

Section 5.2. Credit to City and the Parking Authority. All accounts or funds created and established pursuant to any instrument or agreement to which the Authority is a party, and any interest earned or accrued thereon, shall inure to the benefit of the City and the Parking Authority in the respective proportions for which such funds or accounts were created.

ARTICLE VI

CONTRIBUTIONS; ACCOUNTS AND REPORTS; FUNDS

Section 6.1. Contributions. The City and the Parking Authority may in the appropriate circumstances when required hereunder: (a) make contributions from their treasuries for the purposes set forth herein, (b) make payments of public funds to defray the cost of such purposes, (c) make advances of public funds for such purposes, such advances to be repaid as provided herein, or (d) use its personnel, equipment or property in lieu of other contributions or advances. The provisions of Government Code 6513 are hereby incorporated into this Agreement.

Section 6.2. Accounts and Reports. To the extent not covered by the duties assigned to a trustee chosen by the Authority, the Treasurer shall establish and maintain such funds and accounts as may be required by good accounting practice or by any provision of any trust agreement entered into with respect to the proceeds of any Bonds issued by the Authority. The books and records of the Authority in the hands of a trustee or the Treasurer shall be open to inspection at all reasonable times by representatives of the City and the Parking Authority. The Treasurer 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 City and the Parking Authority to the

extent such activities are not covered by the report of such trustee. The trustee appointed under any trust agreement shall establish suitable funds, furnish financial reports and provide suitable accounting procedures to carry out the provisions of said trust agreement. Said trustee may be given such duties in said trust agreement as may be desirable to carry out this Agreement.

Section 6.3. Funds. Subject to the applicable provisions of any instrument or agreement which the Authority may enter into, which may provide for a trustee to receive, have custody of and disburse Authority funds, the Treasurer of the Authority shall receive, have the custody of and disburse Authority funds as nearly as possible in accordance with generally accepted accounting practices, shall make the disbursements required by this Agreement or to carry out any of the provisions or purposes of this Agreement.

Section 6.4. Annual Budget and Administrative Expenses. The Board shall adopt a budget for administrative expenses, which shall include all expenses not included in any financing issue of the Authority, annually prior to the beginning of each Fiscal Year. The estimated annual administrative expenses of the Authority shall be allocated by the Authority to the City and the Parking Authority equally and paid to the Authority by the City and the Parking Authority at the time or times designated by the Authority.

ARTICLE VII

TERM

Section 7.1. Term. This Agreement shall become effective as of the date hereof and shall continue in full force and effect so long as any Bonds remain Outstanding or so long as the Authority shall own any interest in Public Capital Improvements.

Section 7.2. Disposition of Assets. Upon termination of this Agreement, all property of the Authority, both real and personal, shall be divided among the parties hereto in such manner as shall be agreed upon by the parties.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 8.1. Notices. Notices hereunder shall be in writing and shall be sufficient if delivered to the notice address of each party hereto for legal notices or as otherwise provided by a party hereto in writing to each of the other parties hereto.

Section 8.2. Section Headings. All section headings in this Agreement are for convenience of reference only and are not to be construed as modifying or governing the language in the section referred to or to define or limit the scope of any provision of this Agreement.

Section 8.3. Consent. Whenever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

Section 8.4. Law Governing. This Agreement is made in the State of California under the constitution and laws of the State of California, and is to be so construed.

Section 8.5. Amendments. This Agreement may be amended at any time, or from time to time, except as limited by contract with the owners of Bonds or other obligations issued by the Authority, including, without limitation, certificates of participation, in payments to be made by the Authority or the City or the Parking Authority or by applicable regulations or laws of any jurisdiction having authority, by one or more supplemental agreements executed by all of the parties to this Agreement either as required in order to carry out any of the provisions of this Agreement or for any other purpose, including without limitation addition of new parties. (including any legal entities or taxing areas heretofore or hereafter created) in furtherance of the purposes of this Agreement.

Section 8.6. Enforcement by Authority. The Authority is hereby authorized to take any or all legal or equitable actions, including but not limited to injunction and specific performance, necessary or permitted by law to enforce this Agreement.

Section 8.7. Severability. Should any part, term or provision of this Agreement be decided by any court of competent jurisdiction 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 portions or provisions shall not be affected thereby.

Section 8.8. Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the City and the Parking Authority, respectively. Neither the City nor the Parking Authority may assign any right or obligation hereunder without the written consent of the other.

IN WITNESS WHEREOF, the parties 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, on the day and year set opposite name of each of the parties.

PARKING AUTHORITY OF THE
CITY OF BEVERLY HILLS

DATE: _____

_____
Chairman

ATTEST:

_____
Secretary

CITY OF BEVERLY HILLS

DATE: _____

_____
Mayor

ATTEST:

_____
City Clerk