AGENDA REPORT

Meeting Date:	October 2, 2007
Item Number:	F-8
To:	Honorable Mayor & City Council
From:	Cheryl Friedling, Deputy City Manager of Public Affairs
Subject:	RESOLUTION OF THE COUNCIL OF THE CITY OF BEVERLY HILLS APPROVING THE AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT FOR THE WESTSIDE CITIES COUNCIL OF GOVERNMENTS
Attachments:	1. Agreement 2. Resolution

INTRODUCTION

The County of Los Angeles has expressed interest in joining the Westside Cities Council of Governments (WCCOG), a joint powers authority developed to forge consensus on policies and programs of regional importance. Current members of the Westside Cities Council of Governments are the cities of Beverly Hills, Culver City, Los Angeles, Santa Monica and West Hollywood.

To enhance the scope and effectiveness of the WCCOG, it is recommended that the County of Los Angeles be provided with full membership rights and privileges in the Westside Cities Council of Governments.

Resolution No. 07-R- has been drafted by the City Attorney's office approving the amended and restated joint exercise of powers agreement for the Westside Cities Council of Governments. This Resolution is attached.

DISCUSSION

The County of Los Angeles has already approved the Revised and Restated JPA agreement; existing member cities are required to do so as well. Culver City has already approved the JPA; the remaining member cities have placed this item on their respective agendas for September or October.

Once each member city has approved the Revised and Restated JPA agreement, the revised By-laws will be presented to the COG Board for approval at its November 15, 2007 meeting.

FISCAL IMPACT

No fiscal impact to the City of Beverly Hills. The County will contribute $15,000 dues annually upon joining the COG.

RECOMMENDATION

That the City Council approve Resolution No. 07-R- to amend the Westside Cities Council of Governments Joint Powers Authority Agreement to include the County of Los Angeles as a full participating member.

Cheryl Friedling
Approved By

RESOLUTION NO. 07-R-

RESOLUTION OF THE COUNCIL OF THE CITY OF BEVERLY HILLS APPROVING THE AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT FOR THE WESTSIDE CITIES COUNCIL OF GOVERNMENTS

The City Council of the City of Beverly Hills does resolve as follows:

Section 1. That certain Amended and Restated Joint Exercise of Powers Agreement ("Agreement"), dated _____, and identified as Contract No. ___ _____, a copy of which is on file in the office of the City Clerk, amending the joint powers agreement of the Westside Cities Council of Governments, a joint powers authority, is hereby approved.

Section 2. The Mayor is authorized and directed to execute said Agreement on behalf of the City and the City Clerk is directed to attest thereto.

Section 3. The City Manager or his designee shall administer the terms of the Agreement on behalf of the City.

Section 4. The City Clerk shall furnish a copy of said Agreement after it has been approved and fully executed by the City, along with a copy of this resolution, to: Jody Hall Esser, 7901 Chase Avenue, Los Angeles, CA 90045-1001.

Section 5. The City Clerk shall certify to the adoption of this resolution and shall cause this resolution and her certification to be entered in the Book of Resolutions of the Council of this City.

Adopted:

JIMMY DELSHAD
Mayor of the City of
Beverly Hills, California

ATTEST:

_____ (SEAL)
BYRON POPE
City Clerk

APPROVED AS TO FORM:

LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

RODERICK J. WOOD
City Manager

KARL KIRKMAN
Risk Manager

AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT
WESTSIDE CITIES COUNCIL OF GOVERNMENTS
(A JOINT POWERS AUTHORITY)

This Joint Exercise of Powers Agreement ("Agreement") is made and entered into by and between the public entities (collectively, "Members") whose names are set forth on Exhibit A, attached hereto and incorporated herein by this reference, pursuant to Section 6500 et seq. of the Government Code and other applicable law:

W I T N E S S E T H:

The parties hereto do agree as follows:

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

A. Historically, the Westside cities of Beverly Hills, Culver City, Santa Monica and West Hollywood, an informal association of elected officials and city managers of the Members, as well as the City of Los Angeles, through its City Councilmembers and staff, and the County of Los Angeles, through its Board members and staff, have played a valuable role in serving as a forum for the exchange of ideas and information; however, the growing need for cities in the Westside area of Los Angeles County to develop and implement their own subregional policies and plans and voluntarily and cooperatively resolve differences among themselves requires a more representative and formal structure;

B. The public interest requires a joint powers agency to conduct studies and projects designed to improve and coordinate the common governmental responsibilities and services on an area-wide and subregional basis through the establishment of a council of governments;

C. The public interest requires that an agency explore areas of inter-governmental cooperation and coordination of government programs and provide recommendations and solutions to problems of common and general concern to its Members;

D. The public interest requires that an agency with the aforementioned goals not possess the authority to compel any of its members to conduct any activities or implement any plans or strategies that they do not wish to undertake (except for the payment of dues, if any);

E. Each Member is a governmental entity established by law with full powers of government in legislative, administrative, financial, and other related fields;

F. Each Member, by and through its legislative body, has determined that a subregional organization to assist in planning and voluntary coordination among the Westside area of Los Angeles County is required in furtherance of the public interest, necessity and convenience; and

G. Each Member, by and through its legislative body, has independently determined that the public interest, convenience and necessity require the execution of this Agreement by and on behalf of each such Member.

Section 2. Creation of Separate Legal Entity. It is the intention of the Members to create, by means of this Agreement, a separate legal entity within the meaning of Section 6503.5 of the Government Code. Accordingly, there is hereby created a separate legal entity, which shall exercise its powers in accordance with the provisions of this Agreement and applicable law.

Section 3. Name. The name of the said separate legal entity shall be the Westside Cities Council of Governments ("WSCCOG").

Section 4. Purpose and Powers of the WSCCOG.

A. Purpose of WSCCOG. The purpose of the creation of the WSCCOG is to enable the Members to voluntarily engage in regional and cooperative planning and coordination of government services and responsibilities so as to assist the Members in the conduct of their affairs. The WSCCOG shall not possess the authority to compel any of its members to conduct any activities or implement any plans or strategies that they do not wish to undertake (except for the payment of dues). The goal and intent of the WSCCOG is one of voluntary cooperation among the Members for the collective benefit of the Westside area of Los Angeles County.

B. Common Powers. The WSCCOG shall have, and may exercise, the following powers:

1. Serve as an advocate in representing the Members of the Westside Cities Council of Governments at the regional, state and federal levels on issues of importance to the Westside area of Los Angeles County;

2. Serve as a forum for the review, consideration, study, development and recommendation of public policies and plans with regional significance;

3. Assemble information helpful in the consideration of problems peculiar to the Members;

4. Utilize Member resources or other public or public/private groups to carry out its programs and projects;

5. Explore practical avenues for voluntary intergovernmental cooperation, coordination and action in the interest of local public welfare and improving the administration of governmental services;

6. Assist in coordinating subregional planning efforts and in resolving conflicts among the Members as they work toward achieving planning goals;

7. Build a consensus among the Members on the implementation of policies and programs for addressing subregional and regional issues;

8. Serve as a mechanism for obtaining state, federal and regional grants to assist in financing the expenditures of the WSCCOG;

9. Make and enter into contracts, including contracts for the services of engineers, consultants, planners, attorneys and single purpose public/private groups;

10. Employ agents, officers and employees;

11. Apply for, receive and administer a grant or grants under any federal, state, or regional programs;

12. Receive gifts, contributions and donations of property, funds, services and other forms of financial assistance from persons, firms, corporations and any governmental entity;

13. Acquire, construct, lease, manage, maintain, own and operate any buildings, works, or improvements;

14. Incur debts, liabilities and obligations;

15. Sue and be sued.

C. Exercise of Powers. The WSCCOG shall, in addition, have all implied powers necessary to perform its functions. It shall exercise its powers only in a manner consistent with the provisions of applicable law, this Agreement and the Bylaws. In accordance with Government Code Section 6509, the powers of the WSCCOG shall be exercised in the manner prescribed in the Joint Exercise of Powers Act, Government Code Sections 6500 et seq., as that Act now exists and may hereafter be amended, and shall be subject to the restrictions upon the manner of exercising such powers that are imposed upon the City of Santa Monica, a charter law city, in the exercise of similar powers provided however, that if the City of Santa Monica shall cease to be a member, then the WSCCOG shall be restricted in the exercise of its power in the same manner as the City of Culver City, a charter law city.

Section 5. Creation of Governing Board. There is hereby created a Governing Board for the WSCCOG ("Governing Board") to conduct the affairs of the WSCCOG. The Governing Board shall be constituted as follows:

A. Designation of Governing Board Representatives.
1. The city councils of the cities of Beverly Hills, Culver City, Santa Monica and West Hollywood shall each designate one of their council members as a representative to the Governing Board ("Governing Board Representative").

2. The city council of the City of Los Angeles shall designate one council member from a council district that is located immediately adjacent to any portion of the cities of Beverly Hills, Culver City, Santa Monica or West Hollywood as its sole representative to the Governing Board ("Governing Board Representative").

3. The Board of Supervisors of the County of Los Angeles shall designate one member of the Board from the Third, Second or Fourth Supervisorial District as its sole representative to the Governing Board ("Governing Board Representative").

B. Designation of Alternate Governing Board Representatives.
1. The city councils of the cities of Beverly Hills, Culver City, Santa Monica, West Hollywood shall each designate one of their council members as an alternate representative to serve in the absence of the Governing Board Representative ("Alternate Governing Board Representative").

2. The city council of the City of Los Angeles shall designate one council member from a council district that is located immediately adjacent to any portion of the cities of Beverly Hills, Culver City, Santa Monica or West Hollywood as an alternate representative to serve in the absence of the Governing Board Representative ("Alternate Governing Board Representative").

3. The Board of Supervisors of the County of Los Angeles shall designate one member of its Board from the Third, Second or Fourth Supervisorial District as an alternate representative to serve in the absence of the Governing Board Representative ("Alternative Governing Board Representative").

C. Eligibility. No person shall be eligible to serve as a Governing Board Representative or an Alternate Governing Board Representative unless that person is, at all times during the tenure of that person as a Governing Board Representative or Alternate Governing Board Representative, a member of the legislative body of one of the appointing Members. In addition, the Governing Board Representative and the Alternate Governing Board Representative of the City of Los Angeles must be a council member from a district that is located immediately adjacent to any portion of the cities of Beverly Hills, Culver City, Santa Monica or West Hollywood. The designation of a Governing Board Representative and Alternate Governing Board Representative shall be evidenced in writing to the Chair of the WSCCOG. Should any person serving on the Governing Board fail to maintain the status as required by this Section 5, that person's position on the Governing Board shall be deemed vacated as of the date such person ceases to qualify pursuant to the provisions of this Section 5 and the Member shall be entitled to appoint a qualified replacement.

D. Compensation. Governing Board Representatives and Governing Board Representative Alternates shall receive no compensation but may be reimbursed for expenses necessarily and reasonably incurred in connection with their service on the WSCCOG.

E. Notwithstanding the provisions of paragraph (C) above and Section 7 (A) herein, the legislative body of each Member may establish a procedure to provide for its representation at a Board meeting by an elected member of its legislative body in the event that neither the Governing Board Representative nor the Alternate Governing Board Representative are available to attend.

Section 6. Use of Public Funds and Property. The WSCCOG shall be empowered to utilize for its purposes, public and private funds, property and other resources received from the Members and from other sources. Subject to the approval of the Governing Board of the WSCCOG, the Members shall participate in the funding of the WSCCOG in such a manner as the Governing Board shall prescribe, subject to the provisions of Section 21 of this Agreement. Where applicable, the Governing Board of the WSCCOG may permit one or more of the Members to

provide in kind services, including the use of property, in lieu of devoting cash to the funding of the WSCCOG's activities.

Section 7. Functioning of Governing Board.

A. Voting and Participation. Each Member may cast only one vote for each issue before the Governing Board through its representatives. An Alternate Governing Board Representative may participate and vote in the proceedings of the Governing Board only in the absence of that Member's Governing Board Representative. Governing Board Representatives and Alternate Governing Board Representatives, when seated on the Governing Board, shall be entitled to vote on matters pending before the Governing Board only if such person is physically present at the meeting of the Governing Board and if the Member, which that Governing Board Representative or Alternate Governing Board Representative represents, has timely and fully paid dues as required by this Agreement and the Bylaws.

B. Proxy Voting. No absentee ballot or proxy shall be permitted.

C. Quorum. A quorum of the Governing Board shall consist of a majority of its total voting membership.

D. Committees. As needed, the Governing Board may create permanent or ad hoc advisory committees to give advice to the Governing Board on such matters as may be referred to such committee by the Governing Board. All committees shall have a stated purpose before they are formed and shall remain in existence until they are dissolved by the Governing Board. Qualified persons shall be appointed to such committees by the Governing Board and each such appointee shall serve at the pleasure of the Governing Board. Committees, unless otherwise provided by law, this Agreement, the Bylaws or by direction of the Governing Board, may be composed of representatives to the Governing Board and other persons.

E. Actions. Actions taken by the Governing Board shall be by a majority of the voting representatives of the Governing Board which are present with a quorum in attendance, unless by a provision of applicable law, this Agreement, the Bylaws or by direction of the Governing Board, a higher number of votes is required to carry a particular motion.

Section 8. Duties of the Governing Board. The Governing Board shall be deemed, for all purposes, the policy making body of the WSCCOG. All of the powers of the WSCCOG, except as may be expressly delegated to others pursuant to 'the provisions of applicable law, this Agreement, the Bylaws or by direction of the Governing Board, shall be exercised by and through the Governing Board.

Section 9. Roberts Rules of Order. The substance of Roberts Rules of Order shall apply to proceedings of the Governing Board, except as may otherwise be provided by provisions of applicable law, this Agreement, the Bylaws or by direction of the Governing Board.

Section 10. Meetings of Governing Board. The Governing Board shall, by means of the adoption of Bylaws, establish the dates and times of regular meetings of the Governing Board. The location of each such meeting shall be as directed by the Governing Board.

Section 11. Election of Chair and Vice Chair. The Chair of the Governing Board, shall conduct all meetings of the Governing Board and perform such other duties and functions as required of such person by provisions of applicable law, this Agreement, the Bylaws or by the direction of the Governing Board. The Vice Chair shall serve as Chair in the absence of the Chair and shall perform such duties as may be required by provisions of applicable law, this Agreement, the Bylaws, or by the direction of the Governing Board or the Chair. At the first regular meeting of the Governing Board, a Governing Board Representative shall be elected to the position of Chair by the Governing Board, and a different-Governing Board Representative shall be elected to the position of Vice Chair of the Governing Board. The terms of office of the Chair and Vice Chair elected at the first regular meeting of the Governing Board shall continue through the first July 1 of their terms and expire on the second July 1, and elections to determine their successors shall not be held until the first regular meeting of the May preceding the second July 1. Thereafter, a Governing Board Representative shall be elected annually to the position of Chair, and a different Governing Board Representative shall be elected to the position of Vice Chair of the Governing Board at the first regular meeting of the Governing Board held in May of each calendar year. The terms of office of the Chair and Vice Chair shall commence the July 1 of that calendar year and expire on the following July 1. If there is a vacancy, for any reason, in the position of Chair or Vice Chair, the Governing Board shall forthwith conduct an election and fill the vacancy for the unexpired term of such prior incumbent.

Section 12. Designation of and Duties of Treasurer. The Treasurer of one of the Members shall serve as Treasurer of the WSCCOG for a term of three (3) years. Upon expiration or earlier termination of the term, the Treasurer of the Member entity whose representative then serves as the Chair of the Governing Board shall serve as the Treasurer for the WSCCOG. Should that person have just served as Treasurer or otherwise not be available, then the Treasurer of the Member entity whose representative then serves as Vice Chair shall serve as the Treasurer. The Treasurer shall have charge of the depositing and custody of all funds held by the WSCCOG. The Treasurer shall perform such other duties as may be imposed by provisions of applicable law, including those duties described in section 6505.5 of the Government Code, and such duties, as may be required by this Agreement, the Bylaws and by the direction of the Governing Board.

Section 13. Designation of Other Officers and Employees. The Governing Board may employ such other officers or employees as it deems appropriate and necessary to conduct the affairs of the WSCCOG.

Section 14. Obligations of WSCCOG. The debts, liabilities and obligations of the WSCCOG ("WSCCOG Obligations") shall be the debts, liabilities or obligations of the WSCCOG alone. The Obligations shall not constitute debts, liabilities and obligations of the Members, and the Members shall have no liability therefore.

Section 15. Control and Investment of WSCCOG Funds. The Governing Board shall adopt 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 law.

Section 16. Implementation Agreements. When authorized by the Governing Board, affected Members may execute an Implementation Agreement for the purpose of authorizing the WSCCOG to implement, manage and administer area-wide and regional programs in the interest of the local public welfare. The costs incurred by the WSCCOG in implementing a program, including indirect costs, shall be assessed only to those Members who are parties to that Implementation Agreement.

Section 17. Term. The WSCCOG created pursuant to this Agreement shall continue in existence until such time as this Agreement is terminated. This Agreement may not be terminated except by an affirmative vote of a majority of the then total voting membership of the Governing Board.

Section 18. Application of Laws to WSCCOG Functions. The WSCCOG 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.)

Section 19. Members.

A. Withdrawal. A Member may withdraw from the WSCCOG by filing its written notice of withdrawal with the Chair of the Governing Board 60 days before the actual withdrawal. Such a withdrawal shall be effective at 12:00 o'clock a.m. on the last day of that 60-day period. The withdrawal of a Member shall not in any way discharge, impair or modify the voluntarily-assumed obligations of the withdrawn Member in existence as of the effective date of its withdrawal. Withdrawal of a Member shall not affect the remaining Members. A withdrawn Member shall not be entitled to the return of any funds or other assets belonging to the WSCCOG, until the effective date of termination of this Agreement, except that a withdrawn Member shall be entitled to the pro-rated balance of the annual dues paid for the year by that Member which were intended for the remaining part of that year. Withdrawal from any Implementation Agreement shall not be deemed withdrawal from the WSCCOG.

B. Non-Payment of Dues. If a Member fails to pay dues within three months of the annual dues assessment as required under Section 21 of this Agreement and the Bylaws, and after a 30-day written notice is provided to that Member, the Member shall be deemed to be suspended from this Agreement and the WSCCOG. When a Member is suspended, no representative of that Member shall participate or vote on the Governing Board. Such a Member shall be readmitted only upon the payment of all dues then owed by the Member, including dues incurred prior to the suspension and during the suspension.

C. Admitting New Members. New Members may be admitted to the WSCCOG upon an affirmative vote of a majority of the total voting membership of the Governing Board provided that such a proposed new Member is a city or other public agency whose jurisdiction, or part thereof, lies within or immediately adjacent to any city which is a member of WSCCOG.

Admission shall be subject to such terms and conditions as the Governing Board may deem appropriate.

Section 20. Interference with Function of Members. The Governing Board shall not take any action which constitutes an interference with the exercise of lawful powers by a Member of the WSCCOG.

Section 21. Dues of Members. The Members of the WSCCOG shall be responsible for the payment to the WSCCOG, annually, of dues, if any, in the amounts periodically budgeted by the Governing Board, as and for the operating costs of the WSCCOG, as provided in the Bylaws.

Section 22. Disposition of Assets. Upon the winding up and dissolution of the WSCCOG, after paying or adequately providing for the debts and obligations of the WSCCOG, the remaining assets of the WSCCOG shall be distributed to the parties to this Agreement in proportion to their contributions to the WSCCOG during its existence, pursuant to Government Code Section 6512. If for any reason the parties to the Agreement are unable or unwilling to accept the assets of the WSCCOG, said assets will be distributed to the State of California or any local government for public purposes.

Section 23. Amendment. This Agreement may be amended at any time with the consent of a majority of the members by a majority vote of the legislative body of each Member.

Section 24. Effective Date. The effective date ("Effective Date") of this Agreement shall be the latest date of execution by a Member. This Agreement shall be binding upon and shall inure to the benefit of the successors of the Members, respectively. None of the Members may assign any right or obligation hereunder without the written consent of the other Members.

Section 25. Immunities. The provisions of Section 6513 of the Government Code are hereby incorporated into this Agreement.

Section 26. General Provisions.

A. Governing Law. This Agreement shall be deemed to have been made, and shall be construed and interpreted, in accordance with the laws of the State of California.

B. Notices. Any notice required hereunder must be in writing and shall be considered received upon delivery to the City or County Clerk of the party to be notified, or two (2) business days after deposit in the United States mail, postage prepaid and properly addressed to such City or County Clerk.

C. Execution in Counterparts. This Agreement may be executed on behalf of the respective Members in one or more counterparts, all of which shall collectively constitute one agreement.

D. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Agreement is for any reason held to be invalid or unenforceable by a court of competent jurisdiction, the remaining sections, subsections, sentences, clauses, phrases, or portions of this Agreement shall

nonetheless remain in full force and effect. The governing body of each of the Members hereby declares that it would have adopted each section, subsection, sentence, clause, phrase, or portion of this Agreement, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions of this Agreement be declared invalid or unenforceable.

E. Enforcement of Agreement. The WSCCOG is hereby authorized to take any or all legal or equitable actions, including but not limited to injunctive relief and specific performance, necessary or permitted by law to enforce this Agreement.

F. No Third Party Beneficiaries. This Agreement is intended solely for the benefit of the WSCCOG and the parties to this Agreement, and no third party shall be deemed to be a beneficiary or to have any rights hereunder against the Authority or any of its Members.

The Members of this Joint Powers Agreement have caused this Agreement to be executed on their behalf as of the date specified below, respectively, as follows:

City of Beverly Hills

Attest:

_____
Byron Pope
City Clerk

By: _____
Jimmy Delshad, Mayor

Date:_____

Approved as to Form:

_____
Laurence S. Weiner
City Attorney

By: _____
Roderick J. Wood, City Manager

Date:_____

Attest:

_____
Christopher Armenta
City Clerk

Approved as to Form:

_____
Carol Schwab
City Attorney

City of Culver City

By: _____
Alan Corlin, Mayor

Date:_____

By: _____
Jerry Fulwood, City Manager

Date: _____

Attest:

City of Los Angeles

By: _____
Antonio R. Villaraigosa, Mayor

Date: _____

_____
Frank T. Martinez
City Clerk

Approved as to Form:

By: _____
William, T Fujioka, City Administrative Officer

Date: _____

_____
Rockard Delgadillo
City Attorney

Attest:

City of Santa Monica

By: _____
Richard Bloom, Mayor

Date:_____

_____
Maria Stewart
City Clerk

Approved as to Form:

By: _____
P. LamontEwell, City Manager

Date:_____

_____
Marsha Jones Moutrie
City Attorney

Attest:

_____
Tom West
City Clerk

Approved as to Form:

_____
Michael Jenkins
City Attorney

City of West Hollywood

By: _____
John Duran, Mayor

Date:_____

By: _____
Paul Arevalo, City Manager

Date:_____

Attest:

Sachi A. Hamai
Executive Officer of the Board of Supervisors

_____
Deputy

County of Los Angeles

By: _____
Chairman, Board of Supervisors

Date:_____

Approved as to Form:

Raymond G. Fortner, Jr.
County Counsel

_____
Deputy County Counsel

EXHIBIT A
Members

City of Beverly Hills
455 No. Rexford Drive
Beverly Hills, CA 90210
Attention: Rod Wood
City Manager

City of Culver City
9770 Culver Boulevard
Culver City, CA 90232-0507
Attention: Jerry Fulwood
City Manager

City of Los Angeles
200 N. Spring Street
Los Angeles, CA 90012
Attention: Karen L. Sisson City Administrative Officer

City of Santa Monica
1685 Main Street, Rm. 209
Santa Monica, CA 90401
Attention: P. Lamont Ewelll
City Manager

City of West Hollywood
8300 Santa Monica Boulevard
West Hollywood, CA 90069
Attention: Paul Arevalo
City Manager

County of Los Angeles
Hall of Administration
500 West Temple Street
Los Angeles, CA 90012
Attention: Sachi E. Hamai, Executive Officer, Board of Supervisors