

FOURTH AMENDED AND RESTATED JOINT POWERS AGREEMENT

“SOUTH BAY CITIES COUNCIL OF GOVERNMENTS” (A JOINT POWERS AUTHORITY)

This Fourth Amended and Restated Joint Powers Agreement which is dated for identification purposes August 25, 2011, is made and entered into by and between the public entities (collectively, “Members”) whose names are set forth on Exhibit A, pursuant to Section 6500 *et seq.* of the Government Code and other applicable law:

WITNESSETH:

The parties hereto do agree as follows:

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

- a. The South Bay Cities Council of Governments was formed effective as of April 1, 1995. A Notice of Joint Powers Agreement was filed with the California Secretary of State as of June 22, 1995, and assigned file number 1450. The objective of the organization is to 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.
- b. This joint powers agreement has been amended three times to make various changes to the rules governing the operation of the organization.
- c. The Members now desire to further amend the joint powers agreement to effectuate additional changes to the rules governing the operation of the organization.

Section 2. Creation of Separate Legal Entity. A separate legal entity is created within the meaning of Section 6503.5 of the California Government Code; this entity shall exercise its powers in accordance with the provisions of this Fourth Amended and Restated Agreement and applicable law.

Section 3. Name. The name of this separate legal entity shall be the South Bay Cities Council of Governments (“Council”).

Section 4. Purpose and Powers of the Council.

- a. Purpose of Council. The purpose of the Council is to provide a vehicle for the Members to engage voluntarily in regional and cooperative planning and coordination of government services and responsibilities, to assist the Members in the conduct of their affairs. It is the express intent of the members that the Council shall not possess the authority to compel any Member to conduct any activity or to implement any plan or strategy that the Member does not wish to undertake (except for the payment of dues). The goal and intent of the Council is one of voluntary cooperation among cities in the South Bay for the collective benefit of all.
- b. Common Powers. The Council shall have, and may exercise, the following powers:
- (1) Serve as an advocate in representing the Members of the South Bay Cities at the regional, state and federal levels on issues of importance to the South Bay Cities;
 - (2) Serve as a forum for the review, consideration, study, development and recommendation of public policies and plans with subregional or regional significance;
 - (3) Assemble information helpful in the consideration of problems peculiar to the Members;
 - (4) Employ Member resources or presently-existing, single-purpose 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 cities in the South Bay 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 regional, state, and federal grants to assist in financing the expenditures of the Council;

- (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 regional, state, or federal program;
 - (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) Lease, manage, maintain, and operate any buildings, works, or improvements; and
 - (14) Delegate some or all of its powers to the Executive Director as provided below.
- c. Exercise of Powers. The Council 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 Fourth Amended and Restated Agreement and the Bylaws. For the purposes of determining the restrictions to be imposed on the Council in its manner of exercising its powers pursuant to Government Code Section 6509, reference shall be made to, and the Council shall observe, the restrictions imposed upon the City of Lomita.

Section 5. Creation of Governing Board and General Assembly.

- a. Creation of Governing Board. A Governing Board for the Council ("Governing Board") is created to conduct the affairs of the Council. The Governing Board shall be constituted as follows:
- (1) Designation of Governing Board Representatives. The city council or the Mayor (if the Mayor is so authorized by the Member's charter, ordinances or rules) of each of the city Members shall in writing designate one person as the Member's representative on the Governing Board ("Governing Board Representative"). The Board of Supervisors of the County of Los Angeles shall designate the members of the Board from the 2nd and 4th Supervisorial Districts as its representatives on the Governing Board.

(2) Designation of Alternate Governing Board Representatives. The city council or the Mayor (if the Mayor is so authorized by the Member's charter, ordinances or rules) of each of the city Members shall designate one or more persons to serve as the Member's alternate representative on the Governing Board ("Alternate Governing Board Representative"). The Supervisors from the 2nd and 4th Supervisorial Districts shall each designate their chief of staff or a senior staff person from their office as the County's Alternate Governing Board Representatives.

(3) Eligibility. No person shall be eligible to serve as a Governing Board Representative or 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, except for the County of Los Angeles Alternate Governing Board Representatives. Should any person serving on the Governing Board fail to maintain the status 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.

b. Creation of General Assembly. A General Assembly for the Council ("General Assembly") is created to discuss issues and make recommendations to the Governing Board. All elected officials of the legislative bodies of all Members shall be members of the General Assembly. The Chair of the Governing Board shall be the Chair of the General Assembly. A General Assembly may be called by the Chair of the Governing Board or by a majority of the Governing Board representatives.

Section 6. Use of Public Funds and Property. The Council shall be empowered to utilize for its purposes, public and/or private funds, property and other resources received from the Members and/or from other sources. Where applicable, the governing Board of the Council 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 Council's activities.

Section 7. Functioning of Governing Board.

a. Voting and Participation. Through its Governing Board Representative, each Member may cast only one vote for each issue before the Governing Board except for the County of Los Angeles, which shall have two votes –

one for District 2 and one for District 4. An Alternate Governing Board Representative may vote in the proceedings of the Governing Board only in the absence of that Member's Governing Board Representative. A Governing Board Representative or Alternate Governing Board Representative seated on the Governing Board shall be entitled to participate and 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 is not on inactive status (as defined in Section 21.b of this Fourth Amended and Restated Agreement).

- b. Proxy Voting. No absentee ballot or proxy shall be permitted.
- c. Quorum. A quorum of the Governing Board shall consist of not less than fifty percent (50%) plus one (1) of its total membership excluding inactive and suspended members..
- 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 committees by the Governing Board. All committees shall have a stated purpose before they are formed. Standing committees shall remain in existence until they are dissolved by the Governing Board. Ad hoc committees shall be dissolved upon completion of their designated functions. Committees, unless otherwise provided by law, this Fourth Amended and Restated Agreement, the Bylaws or by direction of the Governing Board, may be composed of representatives to the Governing Board and nonrepresentatives to the Governing Board.
- e. Actions. Actions taken by the Governing Board shall be by not less than fifty percent (50%) plus one (1) of the voting representatives of the Governing Board who are present provided that a quorum has been established, unless by a provision of applicable law, this Fourth Amended and Restated 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 Council. All of the powers of the Council, except as may be expressly delegated to others pursuant to the provisions of applicable law, this Fourth Amended and Restated 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 Fourth Amended and Restated Agreement, the Bylaws or by direction of the Governing Board.
- Section 10. Meetings of Governing Board. The Governing Board shall by resolution 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-Chairs. 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 Fourth Amended and Restated Agreement, the Bylaws or by direction of the Governing Board. The 1st 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 Fourth Amended and Restated Agreement, the Bylaws, or by the direction of the Governing Board or the Chair. The 2nd Vice-Chair shall serve as Chair in the absence of the Chair and the 1st Vice-Chair and shall perform such duties as may be required by provisions of applicable law, this Fourth Amended and Restated Agreement, the Bylaws, or by the direction of the Governing Board or the Chair. In addition, the 2nd Vice-Chair shall supervise the Treasurer in the performance of the duties assigned to him or her by Section 14 of the Fourth Amended and Restated Agreement.

A Governing Board Representative shall be elected annually to the position of Chair of the Governing Board, a second Governing Board Representative shall be elected to the position of 1st Vice-Chair of the Governing Board and a third Governing Board Representative shall be elected to the position of 2nd Vice-Chair of the Governing Board, at the first regular meeting of the Governing Board held in June of each calendar year. The terms of office of the Chair, 1st Vice-Chair and 2nd Vice-Chair shall commence on July 1 and expire of the succeeding June 30.

If there is a vacancy, for any reason, in the position of Chair, 1st Vice-Chair or 2nd Vice-Chair, the Governing Board shall forthwith conduct an election and fill such vacancy for the unexpired term of such prior incumbent. A vacancy shall be declared in the event the Member represented by Chair, 1st Vice-Chair or 2nd Vice-Chair is suspended or becomes inactive as provided in Section 21.

- Section 12. Executive Director. The Governing Board may appoint by a vote of fifty percent (50%) plus one (1) of the total voting membership a qualified person to be Executive Director, on any basis it desires including, but not limited to, a contract or employee basis. The Executive Director shall be neither a Governing Board Representative, nor an Alternate Governing Board Representative, nor an elected official of any Eligible Public Entity (as defined in Section 21(c) of this Fourth Amended and Restated Agreement). The Executive Director shall be the chief administrative officer of the Council. The Executive Director shall receive such compensation as may be fixed by the Governing Board. The Executive Director shall serve at the pleasure of the Governing Board and may be relieved from such position at any time, without cause, by a vote of fifty percent (50%) plus one (1) of the total voting membership of the Governing Board taken at a regular, adjourned regular or special meeting of the Governing Board. The Executive Director shall perform such duties as may be imposed upon that person by the provisions of applicable law, this Fourth Amended and Restated Agreement, the Bylaws, or by the direction of the Governing Board.
- Section 13. Designation of Treasurer. The Governing Board shall, in accordance with applicable law, designate a qualified person to act as the Treasurer of the Council. The compensation, if any, of a person or persons holding the office of Treasurer shall be set by the Governing Board.
- Section 14. Duties of Treasurer. The person holding the position of Treasurer of the Council shall have charge of the depositing and custody of all funds held by the Council. 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 the Governing Board. The Governing Board may engage a qualified person to assist the Treasurer in the performance of his or her duties..
- Section 15. Designation of Other Officers and Employees. The Governing Board may appoint or employ such other officers or employees as it deems appropriate and necessary to conduct the affairs of the Council.
- Section 16. Obligations of Council. The debts, liabilities and obligations of the Council shall be the debts, liabilities or obligations of the Council alone. No Member of the Council shall be responsible, directly or indirectly, for any obligation, debt or liability of the Council, whatsoever.

- Section 17. Control and Investment of Council 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 18. Implementation Agreements. When authorized by the Governing Board, affected Members may execute an Implementation Agreement for the purpose of authorizing the Council to implement, manage and administer area-wide and regional programs in the interest of the local public welfare. The costs incurred by the Council in implementing a program, including indirect costs, shall be assessed only to those Members who are parties to that Implementation Agreement.
- Section 19. Term. The Council created pursuant to this Fourth Amended and Restated Agreement shall continue in existence until such time as this Fourth Amended and Restated Agreement is terminated. This Fourth Amended and Restated Agreement may not be terminated except by an affirmative vote of not less than fifty percent (50%) plus one (1) of the then total voting membership of the Governing Board.
- Section 20. Application of Laws to Council Functions. The Council 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 21. Members.
- a. Withdrawal. A member may withdraw from the Council 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 Council, until the effective date of termination of this Fourth Amended and Restated Agreement, except that a withdrawn Member shall be entitled to the 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 Council.

- b. Suspension/Inactive Status. A Member will be placed on Suspension or Inactive Status if the following events occur:
- (1) Non-Payment of Dues. If a Member fails to pay dues within three months of the annual dues assessment as required under Section 23 of this Fourth Amended and Restated 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 Fourth Amended and Restated Agreement and the Council. 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.
 - (2) Failure to Attend Meetings. If a Member is not represented by its Governing Board Representative or Alternate Governing Board Representative for three consecutive regular meetings of the Governing Board, that Member will be placed on Inactive Status until such time as its Governing Board Representative or Alternate Governing Board Representative next attends a regular meeting of the Governing Board.
- c. Admitting Eligible Public Entities. Eligible public entities whose names are set forth on Exhibit C to this Fourth Amended and Restated Agreement ("Eligible Public Entities") shall be admitted to the Council by 1) adopting this Fourth Amended and Restated Agreement by a majority vote of the legislative body of the Eligible Public Entity and 2) properly signing this Fourth Amended and Restated Agreement. An Eligible Public Entity may be admitted regardless of whether it adopted and signed this Fourth Amended and Restated Agreement before or after the Effective Date (as defined in Section 28 of this Fourth Amended and Restated Agreement). No vote of the Governing Board shall be required to admit an Eligible Public Entity.
- d. Admitting Additional Members. Additional Members who are not Eligible Public Entities may be admitted to the Council upon an affirmative vote of not less than fifty percent (50%) plus one (1) of the total voting membership of the Governing Board provided that such a proposed new Member is a city whose jurisdiction, or part thereof, lies immediately adjacent to one or more of the Eligible Public Entities. Admission shall be subject to such terms and conditions as the Governing Board may deem appropriate.

- Section 22. Non-Interference with Function of Members. The Governing Board shall not take any action that constitutes an interference with the exercise of lawful powers by a Member of the Council.
- Section 23. Limitation of Liability. All agreements entered into by the Council shall contain a limitation of liability provision, providing that, except as voluntarily assumed by a particular Member, Members shall not be liable to employees, contractors and other third parties.
- Section 24. Dues of members. The Members of the Council shall be responsible for the payment to the Council, annually, of dues in the amounts periodically budgeted by the Governing Board, as and for the operating costs of the Council ("Dues"), as provided in the Bylaws.
- Section 25. Disposition of Assets. Upon termination of this Fourth Amended and Restated Agreement, after the payment of all obligations of the Council, any assets remaining shall be distributed to the Members in proportion to the then obligation of those Members' obligation to participate in the funding of the Council.
- Section 26. Amendment. This Fourth Amended and Restated Agreement may be amended at any time with the consent of two-thirds (2/3) of all of the legislative bodies of the Members.
- Section 27. Incorporation by Reference. Each Exhibit to this Fourth Amended and Restated Agreement is incorporated into the agreement by this reference, as though it were fully set forth in the body of the agreement.
- Section 28. Effective Date. The effective date ("Effective Date") of this Fourth Amended and Restated Agreement shall be the first day of the first month following the date on which two-thirds (2/3) of the legislative bodies of the Members adopt and sign this Fourth Amended and Restated Agreement.

That the Members of this Fourth Amended and Restated Agreement have caused this agreement to be executed on their behalf, respectively, as follows:

EXHIBIT A

[List of Member Agencies]

Carson
County of Los Angeles
El Segundo
Gardena
Hawthorne
Hermosa Beach
Inglewood
Lawndale
Lomita
Los Angeles (15th Council
District Representative)

Manhattan Beach

Palos Verdes Estates
Rancho Palos Verdes
Redondo Beach
Rolling Hills
Rolling Hills Estates
Torrance

EXHIBIT B

[List of Member Agencies in South Bay Corridor JPA]

Carson
El Segundo
Gardena
Hawthorne
Hermosa Beach
Inglewood
Lawndale
Lomita

City of Los Angeles
Manhattan Beach
Palos Verdes Estates
Rancho Palos Verdes
Redondo Beach
Rolling Hills
Rolling Hills Estates
Torrance

EXHIBIT C

[List of Eligible Public Entities]

Carson	Manhattan Beach
El Segundo	Palos Verdes Estates
Gardena	Rancho Palos Verdes
Hawthorne	Redondo Beach
Hermosa Beach	Rolling Hills
Inglewood	Rolling Hills Estates
Lawndale	Torrance
Lomita	County of Los Angeles
Los Angeles (15th Council District Representative)	